

Board of Public Works and Safety Meeting
AGENDA
Wednesday, December 21, 2016 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the December 7, 2016, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Award for Common Council Chambers Audio/Visual Equipment Update;**
Ronald E. Carter, Council President

3. PERFORMANCE RELEASES

- a. **Resolution BPW-12-21-16-01; Tom Wood Parking Expansion; Erosion Control;**
Zach Naze, Capitol Construction
- b. **Resolution BPW-12-21-16-03; Tallyn's Ridge Subdivision; Common Area**
Sidewalks; Ed Fleming, Platinum Properties

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; Innovative Integration, Inc;**
(\$23,200.00); Professional Services Regarding the Upgrade to the City's Citrix
Infrastructure; Terry Crockett, Director of Information Systems
- b. **Request for Purchase of Goods and Services; MEG and Associates, LLC;**
(\$1,000.00); Event Planning Services for Gingerbread House; Additional
Services Agreement; Nancy Heck, Director of Community Relations
- c. **Resolution No. BPW 12-21-16-04; A Resolution of the City of Carmel Board of**
Public Works Acknowledging Receipt of Contract; Amber Scheiber; (\$2,700.00);
Individual Contracted Services; Christine Pauley, Carmel Clerk-Treasurer
- d. **Request for Purchase of Goods and Services; Wilkinson Brothers Incorporated;**
(\$15,545.00); Design and Promotional Services; Additional Services Agreement;
Nancy Heck, Director of Community Relations
- e. **Request for Purchase of Goods and Services; AT&T; (\$251,032.82); Utility**
Reimbursement Agreement; 126th and Gray Road Intersection; Jeremy Kashman,
City Engineer
- f. **Request for Purchase of Goods and Services; Indiana Department of**
Transportation; Intersection Improvement and Interchange; 96th Street and

- Priority Way; Local Public Agency Project Coordination Contract;** Jeremy Kashman, City Engineer
- g. **Request for Purchase of Goods and Services; Calumet Civil Contractors; (\$57,549.00); Auman & Newark Neighborhood Drainage Improvements; Change Order #1;** Jeremy Kashman, City Engineer
 - h. **Request for Purchase of Goods and Services; MCSP; (\$9,517.61); Small Structure Lining Repairs Project #16-SW-08; Change Order #2;** Jeremy Kashman, City Engineer
 - i. **Request for Purchase of Goods and Services; Rieth-Riley Construction (- \$331.18); Rieth-Riley; Spring Mill Road Reconstruction Project #16-Eng-52; Change Order #1;** Jeremy Kashman, City Engineer

5. OTHER

- a. **Resolution BPW-12-21-16-02; Request Approving Transfer and Presentation of Pistol and Badge;** Marc A. Klein
- b. **Request for Lane Restrictions; Gray Road – 126th and 136th;** Jason Keenan, Duke Energy
- c. **Request for Lane Restrictions; West Main Street & Ditch Road/Clay Center Road;** D'Mon Williams, Duke Energy
- d. **Request for Lane Restrictions; Various Locations;** Christopher Stanley & Matthew Dayhuff, Duke Energy
- e. **Request for Lane Restriction & Open Pavement Cut; Pennsylvania Street;** Kevin Maxwell, OCM Communications for Comcast
- f. **Request for Variance; 2022 Finchley Road;** Azher & Aftab Khan, Homeowners
- g. **Request for Consent to Encroach; 2022 Finchley Road;** Azher & Aftab Khan, Homeowners

6. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **MINUTES**
3 **Wednesday, December 7, 2016 – 10:00 a.m.**
4 **Council Chambers City Hall One Civic Square**

5
6 **MEETING CALLED TO ORDER**

7
8 *Board Members Mary Ann Burke called the meeting to order at 10:01 a.m.*

9
10 **MEMBERS PRESENT**

11
12 *Board Members Mary Ann Burke and Lori Watson, Clerk-Treasurer Christine Pauley, and*
13 *Deputy Clerk Jacob Quinn*

14
15 *Mayor James Brainard was not present*

16
17 **MINUTES**

18
19 *Minutes for the November 16, 2016, Regular Meeting were approved 3-0*

20
21 **BID/QUOTE OPENINGS AND AWARDS**

22
23 *Bid Award for 2016 City-Wide Residential Solid Waste, Yard Waste, Recycling Collection and*
24 *Disposal; John Duffy, Director of Department of Utilities, recommended awarding the bid to*
25 *Republic Services as the lowest and most responsive bidder for the amount of \$16,567,200*
26 *(BASE BID)Board Member Burke Moved to Approve. Board Member Watson seconded. Request*
27 *Approved 2-0.*

28
29 *Bid Opening for Common Council Chambers Audio/Visual Equipment Update; Board Member*
30 *Burke opened the bid and read it aloud:*

31
32

<i>Company</i>	<i>Amount</i>
<i>Duncan Video</i>	<i>\$420,022.11</i>

33
34
35 **CONTRACTS**

36
37 *Request for Purchase of Goods and Services American Structurepoint, Inc.; (\$7,676.00); 106th*
38 *Street Bridge Over Keystone Parkway Damage; Additional Services #23; Board Member Burke*
39 *moved to approve. Board Member Watson seconded. Request approved 2-0.*

40
41 *Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$16,000.00); Small*
42 *Structure Replacement and Culvert Lining – Additional Submittals and Bidding Phases;*

43 *Additional Services #13b; Board Member Burke moved to approve. Board Member Watson*
44 *seconded. Request approved 2-0.*
45
46 *Request for Purchase of Goods and Services; HWC Engineering; (\$68,000.00); Carmel Drive*
47 *and AAA Way Road and Drainage Improvements; Additional Services #3; Board Member Burke*
48 *moved to approve. Board Member Watson seconded. Request approved 2-0.*
49
50 *Request for Purchase of Goods and Services; Remenschneider Associates, Inc.; (\$17,750.00);*
51 *Roundabout and Median Enhancements – River Road; Board Member Burke moved to approve.*
52 *Board Member Watson seconded. Request approved 3-0.*
53
54 *Request for Purchase of Goods and Services; Rundell Ernstberger Associates, Inc.;*
55 *(\$110,450.00); Hazel Dell Parkway and Keystone Parkway Roundabout Landscape Design;*
56 *Additional Services #1; Board Member Burke moved to approve. Board Member Watson*
57 *seconded. Request approved 2-0.*
58
59 *Request for Purchase of Goods and Services; Brown Equipment Co., Inc.; (\$228,875.00); 2017*
60 *Johnston Sweeper; Board Member Burke moved to approve. Board Member Watson seconded.*
61 *Request approved 2-0.*
62
63 *Request for Purchase of Goods and Services; Vive Exterior Design, LLC; (\$42,900.00); Snow*
64 *Removal at Various Locations; Additional Services #1; Board Member Burke moved to approve.*
65 *Board Member Watson seconded. Request approved 2-0.*
66
67 *Request for Purchase of Goods and Services; Vive Exterior Design, LLC; (\$38,500.00); Snow*
68 *Removal at Various Locations; Additional Services #2; Board Member Burke moved to approve.*
69 *Board Member Watson seconded. Request approved 2-0.*
70
71 *Request for Purchase of Goods and Services; Engle’s Tree Moving & Landscaping, Inc.;*
72 *(\$44,000.00); Snow Removal at Various Locations; Additional Services #1; Board Member*
73 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
74
75 *Request for Purchase of Goods and Services; U.S. Department of the Interior; (\$4,470.00);*
76 *Water Resource Investigations @ Williams Creek at 96th Street; Board Member Burke moved to*
77 *approve. Board Member Watson seconded. Request approved 2-0.*
78
79 *Request for Purchase of Goods and Services; Bartlett Tree Experts; (\$15,000.00); Tree Removal*
80 *and Landscape Maintenance; Additional Services #1; Board Member Burke moved to approve.*
81 *Board Member Watson seconded. Request approved 2-0.*
82
83 *Resolution No. BPW 12-05-16-01; A Resolution of the City of Carmel Board of Public Works*
84 *Acknowledging Receipt of Contract; Duke Energy Indiana, LLC; Underground Electric*
85 *Facilities Project; Memorandum of Understanding; Board Member Burke moved to approve.*
86 *Board Member Watson seconded. Request approved 2-0.*
87

88 *Request for Purchase of Goods and Services; Virgin Pulse; (\$43,000.00); Application Service*
89 *Provider Agreement; Board Member Burke moved to approve. Board Member Watson*
90 *seconded. Request approved 2-0.*

91
92 *Request for Purchase of Goods and Services; Rieth-Riley; (\$22,333.32); Pennsylvania & City*
93 *Center RAB; Change Order #1; Board Member Burke moved to approve. Board Member*
94 *Watson seconded. Request approved 2-0.*

95
96 *Request for Purchase of Goods and Services; E&B Paving; (\$2,476.87); 136th & Carey RAB;*
97 *Change Order #7; Board Member Burke moved to approve. Board Member Watson seconded.*
98 *Request approved 2-0.*

99
100 *Request for Purchase of Goods and Services; E&B Paving; (\$6,250.00); Hawthorne & Carey*
101 *Road; Change Order #8; Board Member Burke moved to approve. Board Member Watson*
102 *seconded. Request approved 2-0.*

103
104 *Request for Purchase of Goods and Services; MCSP; (\$0); Small Structure Pipe Lining Culverts*
105 *SW-16-06; Change Order #1; Board Member Burke moved to approve. Board Member Watson*
106 *seconded. Request approved 2-0.*

107
108 **REQUEST TO USE CITY STREETS/PROPERTY**

109
110 *Request to Use City Green and Adjacent Sidewalks/Tarkington Parking Garage; Annual HOA*
111 *Meeting; Every Saturday from May 6, 2017 – September 30, 2017; 6:00 a.m. – 1:00 p.m.; Board*
112 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

113
114 *Request to Close City Streets (9:00 a.m. – 7 p.m.; September 17, 2017)/to Use Parking Garage*
115 *of Indiana Design Center (10 p.m. – 6 p.m.; September 16 – September 17, 2017; Carmel*
116 *Porchfest; Board Member Burke moved to approve. Board Member Watson seconded. Request*
117 *approved 2-0.*

118
119 *Request to Use Caucus Room; Board Meeting; 2nd Tuesday of Every Month Starting April 2017;*
120 *6:00 p.m. – 7:00 p.m.; Board Member Burke moved to approve. Board Member Watson*
121 *seconded. Request approved 2-0.*

122
123 *Request to Use Gazebo; Community Fitness Event; December 11, 2016; 1:00 p.m. – 3:30 p.m.;*
124 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved*
125 *2-0.*

126
127 **OTHER**

128
129 *Request for Perpetual Storm Water Quality Management Easement; Carmel Clay Municipal*
130 *Building Corporation; Board Member Burke moved to approve. Board Member Watson*
131 *seconded. Request approved 2-0.*

132
133

134 *Request for Perpetual Storm Water Quality Management Easement; Trails at Avian Glen*
135 *Community Association, Inc.; Board Member Burke moved to approve. Board Member Watson*
136 *seconded. Request approved 2-0.*
137
138 *Request for Intermittent Lane Restrictions; 96th & Priority; Board Member Burke moved to*
139 *approve. Board Member Watson seconded. Request approved 2-0.*
140
141 *Request for Lane Closure; 401 Autumn Drive to 461 Autumn Drive; Board Member Burke*
142 *moved to approve. Board Member Watson seconded. Request approved 2-0.*
143
144 *Request for Lane Closure/Sidewalk Closure; 11960 Rangeline Road; Board Member Burke*
145 *moved to approve. Board Member Watson seconded. Request approved 2-0.*
146
147 *Request for Open Cut/Lane Restriction; 2nd Street SW – 2nd Avenue SW – 3rd Avenue SW; Board*
148 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
149
150 *Request for Funding Agreement Approval; Auman Newark Neighborhood Improvements Phase*
151 *III; Board Member Burke moved to approve. Board Member Watson seconded. Request*
152 *approved 2-0.*
153
154 *Request for Final Plat Approval; The Meadows at the Legacy –Section Six; Board Member*
155 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
156
157 *Request for Secondary Re-Plat Approval; Grand and Main Lots 1601 Through 1606; Board*
158 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
159
160 *Request for Re-Plat Approval; Spring Lake Estates Lots 28-29; Board Member Burke moved to*
161 *approve. Board Member Watson seconded. Request approved 2-0.*
162
163 *Request for Right of Entry; Carmeltown, Inc. – Common Area; Drainage Improvements; Board*
164 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
165
166 *Request for Right of Entry; Crooked Stick Golf Course; Crooked Stick Golf Course Drainage*
167 *Improvements; Board Member Burke moved to approve. Board Member Watson seconded.*
168 *Request approved 2-0.*
169
170 *Request for Variance; 4721 Wellswood Bend; Board Member Burke moved to approve. Board*
171 *Member Watson seconded. Request approved 2-0.*
172
173 *Request for Variance; 1636 Nordland Drive; Board Member Burke moved to approve. Board*
174 *Member Watson seconded. Request approved 2-0.*
175
176 *Request for Variance; 11590 Meridian Street North; Board Member Burke moved to approve.*
177 *Board Member Watson seconded. Request approved 2-0.*
178

179 *Request for Variance; 14369 Oak Ridge Court; Board Member Burke moved to approve. Board*
180 *Member Watson seconded. Request approved 2-0.*

181
182 *Request for Consent to Encroach; 4721 Wellswood Bend; Board Member Burke moved to*
183 *approve. Board Member Watson seconded. Request approved 2-0.*

184
185 *Request for Consent to Encroach; 1636 Nordland Drive; Board Member Burke moved to*
186 *approve. Board Member Watson seconded. Request approved 2-0.*

187
188 *Request for Consent to Encroach; 11590 Meridian Street North; Board Member Burke moved to*
189 *approve. Board Member Watson seconded. Request approved 2-0.*

190
191 *Request for Consent to Encroach; 14369 Oak Ridge Court; Board Member Burke moved to*
192 *approve. Board Member Watson seconded. Request approved 2-0.*

193
194 **ADJOURNMENT**

195
196 *Board Member Burke adjourned the meeting at 10:10 a.m.*

197
198
199
200 _____
201 *Christine S. Pauley – Clerk-Treasurer*

202 *Approved*

203
204 _____
205 *Mayor James Brainard*

206
207 **ATTEST:**

208
209
210 _____
211 *Christine S. Pauley - Clerk-Treasurer*

212

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

Date: December 21, 2016

Resolution No: BPW-12-21-16-01

From: CITY ENGINEER

Principal: CAPITAL CONSTRUCTION SERVICES INC.

Surety: OHIO FARMERS INSURANCE COMPANY

Board Members:

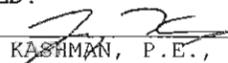
I have conducted final inspection of the TOM WOOD PARKING LOT EXPANSION for the following improvement:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
EROSION CONTROL	1498808	\$ 44,600.00

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:

Maintenance Guarantee for TOM WOOD PARKING LOT EXPANSION listed above in the amount of 10% of the Performance Guarantee amount for EROSION CONTROL be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years. (Maintenance amount to be \$4,460.00)

APPROVED:


JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 21ST day of December, 2016, that the listed Performance Guarantee for the TOM WOOD PARKING EXPANSION 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



Dave Barnes
Carmel Engineering Department
One Civic Square
Carmel, Indiana 46032

Mr. Barnes:

This letter is to advise you that all work has been completed at our parking lot expansion project at 9820 Association Court. We respectfully request release of the erosion control bond. All required plantings have been established for over a year and all other outstanding details have now been completed.

Thanks!

A handwritten signature in black ink, appearing to read 'Zach Naze', with a long horizontal flourish extending to the right.

Zach Naze
Project Manager
Capitol Construction Services Inc.

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

Date: December 21, 2016
Resolution No: BPW-12-21-16-03

From: CITY ENGINEER

Principal: PLATINUM PROPERTIES MANAGEMENT CO.

Surety: ASPEN AMERICAN INSURANCE COMPANY

Board Members:

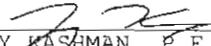
I have conducted final inspection of the TALLYN'S RIDGE for the following improvement:

<u>ITEM</u>	<u>PERFORMANCE BOND #</u>	<u>AMOUNT</u>
COMMON AREA SIDEWALKS	SU14887	\$ 9,460.00

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:

Maintenance Guarantee for TALLYN'S RIDGE listed above in the amount of 1 of the Performance Guarantee amount for COMMON AREA SIDEWALKS be filed w. the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years. (Maintenance amount to be \$946.00)

APPROVED:


JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 21ST day of December, 2016, that the listed Performance Guarantee for the TALLYN'S RIDGE SUBDIVISION 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

Barnes, David R

From: Ed Fleming <efleming@platinum-properties.com>
Sent: Wednesday, November 30, 2016 4:44 PM
To: Barnes, David R
Subject: Tallyn's Ridge - Performance Bond
Attachments: PB-CA Walks.pdf

Dave

We would like to request the Performance Bond for the common area sidewalks (Attached) be inspected and released. Let me know when this can happen.

Thanks!

Edward E. Fleming

Platinum Properties Management Company, LLC

9757 Westpoint Drive, Suite 600

Indianapolis, IN 46256

(317) 564-7301 (Direct)

(317) 918-7685 (Cell)

efleming@platinum-properties.com



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and Innovative Integration, 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 43-404.00 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 Twenty Three Thousand Two Hundred Twenty Dollars (\$23,220.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

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

SECTION 7 MISCELLANEOUS

7.1 Termination

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

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

7.5 Insurance

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

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

7.13 Notice

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

CITY:

City of Carmel
Department of Information Systems
Three Civic Square
Carmel, Indiana 46032
ATTENTION: Terry Crockett

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

PROFESSIONAL:

Innovative Integration, Inc.
3905 Vincennes Road, Suite 110
Indianapolis, IN 46268
ATTENTION: Nick Hatch

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

7.18 Entire Agreement

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

7.19 Representation and Warranties

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

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

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

7.23 Personnel

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

7.24 Records and Inspections

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

7.25 Accomplishment of Project

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

7.26 Iran Certification

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

7.27 Access to Public Records Act

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

(remainder of page intentionally left blank)

Innovative Integration, Inc.
Information Systems- 2016
Appropriation # 43-404.00; P.O.# 34286
Contract Not To Exceed \$23,220.00

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

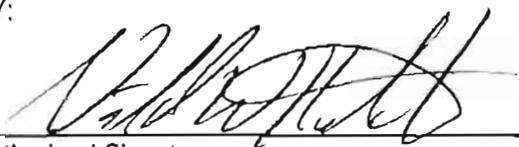
CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

Innovative Integration, Inc.

BY:

BY:

James Brainard, Presiding Officer
Date: _____



Authorized Signature

Mary Ann Burke, Member
Date: _____

Printed Name: Nicholas W. Hatch
Title: President

Lori S. Watson, Member
Date: _____

FID/TIN: 20-3393991
Last Four of SSN if Sole Proprietor: n/a
Date: 12-6-16

ATTEST:

Christine S. Pauley, Clerk-Treasurer
Date: _____

1 Executive Summary

Innovative Integration, Inc. (Innovative) is pleased to present this proposal to provide Citrix Build services. This statement of work summarizes the services and deliverables Innovative will provide.

City of Carmel seeks to replace their existing, aging Citrix XenApp environment with a new, fully redundant infrastructure utilizing Citrix XenApp 7.6, StoreFront 3.0, and NetScaler 11.1 VPX 200, Standard Edition, to provide stable, reliable application delivery for their staff.

2 Activities

Innovative will build and configure a XenApp 7.6 environment. The following specific activities will be performed:

1. Build and configure a redundant pair of Delivery Controller servers.
2. Install and configure a redundant Citrix StoreFront site on these same two servers.
3. Configure a redundant DFS namespace and replication, to host the XenApp user profiles, on these same two servers.
4. Build and configure 1 base XenApp delivery server.
5. Install, configure and publish Microsoft Office 2010 on the base XenApp delivery server.
6. Clone the first XenApp delivery server to deploy 1 additional XenApp delivery server.
7. Configure a highly available pair of Citrix NetScaler virtual appliances to provide SSL encrypted XenApp access from PCs, iPads/iPhones, etc., via load balanced StoreFront servers.
8. Document "as configured" environment.
9. Familiarize client technical staff with the management and maintenance of the XenApp installation.

3 Deliverables

The activities undertaken by Innovative will result in these specific deliverables:

1. Redundant Delivery Controller servers for high availability of session brokering, management tools and profile storage.
2. Redundant StoreFront sites providing load balanced access to XenApp applications.

3. A highly available pair of NetScalers providing load balancing and SSL encrypted access XenApp based applications via a load balanced pair of StoreFront sites.
4. Two identical XenApp delivery servers created from a single image for simplified maintenance and application compatibility.
5. Documentation depicting functional components of the new environment.
6. Client staff familiarized with new environment.

4 Assumptions

The following assumptions are being made in the definition of activities and deliverables detailed in this Statement of Work:

- Client will designate a key point of contact for this project. This person will provide access to necessary client resources.
- Client will provide all required licenses, media, current configuration documentation, certificates, etc., as required. A multi-server wildcard certificate, issued from a public certificate authority, is strongly advised for utilization on the StoreFront servers and NetScaler appliances.
- Client will provide access to Active Directory as necessary to support the XenApp infrastructure installation and configuration.
- Existing VMware hypervisor infrastructure has sufficient capacity (processor, memory, networking and storage) to host the components of the new environment while maintaining the existing environment.
- Client will, at project start, provide three pre-built Windows Server 2012 R2 virtual machines, including all current Microsoft patching. Specifications for these servers will be provided upon written acceptance of this proposal.
- Consultant will create install, configure and publish components of Microsoft Office 2010. Client staff will install, configure and publish any additional applications desired.
- Any additional activity, other than those specifically stated in this document, is considered outside of the scope of this proposal. As such, it would require the completion and acceptance of a change request.
- All work will be performed during normal business hours, and be done at client site and/or from remote locations. Consultant work may be done after hours at consultant's discretion, but will not constitute an additional fee to the client.
- Consultant work may be performed in non-contiguous working days allowing for emerging issues, etc.

EXHIBIT A
2015

5 Timeframe

Innovative estimates that the duration of this project will be approximately 3 weeks. Innovative is available to begin this project within 3 weeks of receipt of your acceptance of this Statement of Work.

Unless otherwise noted in this document, all deliverables will be completed before completion of this engagement.

6 Post Project Support

Once the activities outlined in this proposal have been completed, notification of the project completion will be delivered to the client. After project completion, any changes to the systems installed/configured as part of this project will be addressed as service tickets, and are separately invoiced. One complimentary conference call will be scheduled for approximately 30 days after project completion. The purpose of this is to allow for questions, concerns, etc., to be addressed after the client has had time to utilize the system. It is not intended to be utilized for configuration changes.

7 Fees & Costs

This engagement will be performed on a time and materials basis. The fees for service are based on the actual time expended at our established hourly billing rates. The estimate below is for labor costs only and is an estimation of the work effort involved in completing the activities and providing the associated deliverables defined in this document. This estimate is provided for budgetary purposes only, in all cases Innovative will bill for the actual hours and expenses incurred. Costs for products, hardware, software, travel and expenses are not included in this estimate.

Estimated Work Effort:

Resource	Estimated Hours		Rate	Totals	
	Low	High		Low	High
Consultant	99	114	\$ 180	\$ 17,820	\$ 20,520
Project Manager	13	15	\$ 180	\$ 2,340	\$ 2,700
<i>Estimated Total:</i>				\$ 20,160	\$ 23,220

Client is additionally responsible for reimbursement for out-of-pocket and travel-related expenses. Travel time to/from Carmel's office location is included in the above estimated fees. Mileage will be billed at \$.50/mile. Other expenses, such as parking, will be billed at actual costs incurred.

EXHIBIT A

3 of 5

Labor incurred outside of business hours, or beyond 40 in a calendar week, is subject to billing at 200% of the rate presented above. Fees will be billed on a weekly basis during the course of the project. As stated in Assumptions, any consultant work done after hours at consultant's discretion (not at client's request) will not constitute an additional fee to the client. An initial invoice of 50% of the estimated hours is to be billed upon acceptance of this agreement. The remaining balance of fees will be billed as accrued on a weekly basis during the course of the project.

No modifications or additions to the activities, deliverables, assumptions, or any other portion of this document will be effective except through authorization by the client and acceptance by Innovative of a written change request, as outlined in the Project Administration section of this document. Such change requests may result in additional cost, which will be disclosed prior to completion of the change request.

8 Project Administration

Innovative utilizes its project delivery expertise in all engagements. The fee above includes technical project management from initiation through delivery. Of particular focus is fulfilling completely the expectations set in the Deliverables section of this document.

In order to maintain the defined expectations and scope, no changes to the Activities or Deliverables defined in this document will be effective unless instituted through a written change request, signed by an authorized client representative.

At the completion of the work effort on this project, you will receive a communication from Innovative indicating that it is believed that the engagement is complete, and that all deliverables defined in this document and any authorized change requests have been fulfilled. Should this not be the case, or if you have any questions at that time, please respond to this communication within 5 business days.

EXHIBIT

A
4 of 5

9 Acceptance

Innovative looks forward to working with you on this project. If the terms of this Statement of Work are acceptable, please sign below and return one copy.

ACCEPTED BY:

Signature: _____
Name Printed: _____
Title: _____
Date: _____

EXHIBIT A
5075

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 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 D

AFFIDAVIT

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

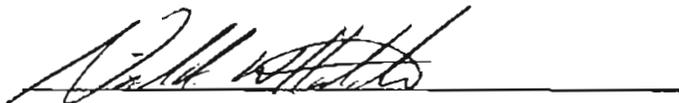
FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 6th day of December, 2016.



Printed: Nicholas W. Hatch

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



Printed: Nicholas W. Hatch

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

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

Page 1 of 1
PURCHASE ORDER NUMBER

34286

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
11/28/2016			357199	Citrix Infrastructure Upgrade

VENDOR INNOVATIVE INTEGRATION, INC
3905 VINCENNES ROAD SUITE 110
INDIANAPOLIS, IN 46268 -

Information Systems
3 Civic Square
Carmel, IN 46032-
Terry Crockett (317) 571-2567

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
10483				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1202 Fund: 101 General Fund

Account: 43-404.00

1 Each	Professional Services regarding the Upgrade to the City's Citrix Infrastructure	\$23,220.00	\$23,220.00
	Sub Total		\$23,220.00



Send Invoice To:
Information Systems
Terry Crockett
3 Civic Square
Carmel, IN 46032-
(317) 571-2567

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				PAYMENT \$23,220.00

SHIPPING INSTRUCTIONS

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

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

ORDERED BY

Terry Crockett

Terry Crockett
Director

Steve Engelking

Steve Engelking
Administration

TITLE

CLERK-TREASURER

CONTROL NO. **34286**

MEG & Associates, LLC
Community Relations Department - 2016
Appropriation #1203 43-590.03; P.O. #34262
Contract Not To Exceed \$1,000.00



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and MEG & Associates, LLC (the "Vendor"), as City Contract dated March 19, 2014, shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

MEG & ASSOCIATES, LLC

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer
Date: _____

DocuSigned by:
Meg Gates Osborne
5BD381E558C84C1

Authorized Signature

Mary Ann Burke, Member
Date: _____

Meg Gates Osborne

Printed Name

President

Title

Lori S. Watson, Member
Date: _____

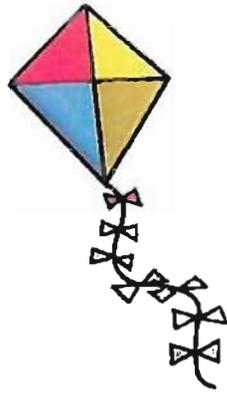
FID/TIN: 27-0203559

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 12/11/2016

Christine Pauley, Clerk-Treasurer
Date: _____



MEG & Associates

Events • Promotions • Marketing • Fundraising

"Soaring to all limits for your promotional success!"

EXHIBIT A

MEG & Associates

SCOPE OF SERVICES & RATE SCHEDULE FOR PROFESSIONAL SERVICES FOR EVENT PLANNING

Rate Schedule

Event Planning Services - Event Management of Gingerbread Scavenger Hunt – Dec 2016
Art and Design District

Additional Services #4 - \$1,000

Scope of Services:

1. Event management of Gingerbread Scavenger Hunt month of Dec in Arts District.
 - a. Coordinate the Gingerbread House with storeowners
 - b. Coordinate goodies bags for participants
 - c. Plan map for scavenger.
 1. Design and print clues
 2. Distribute clues to participating stores
 3. Monitor Gingerbread House throughout the event
 4. Refill clues as needed

Expenses consist of:

- A. Printing materials or costs
- B. Postage
- C. Flyers, brochures, any promotional materials
- D. Operational expenses or computer expenses (internet)
- E. Any other miscellaneous expenses

MEG and Associates

Oct 27, 2016

Date

Date

EXHIBIT A
1 of 1

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120165 002 0
FEDERAL EXCISE TAX EXEMPT
35-8000972

Page 1 of 1
PURCHASE ORDER NUMBER
34262
THIS NUMBER MUST APPEAR ON INVOICES, AP
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
11/15/2016			365628	EVENT PLANNING SERVICES FOR GINGERBREAD HOUSE
MEG & ASSOCIATES LLC VENDOR 9875 LAKEWOOD DR EAST INDIANAPOLIS, IN 46280 -		Community Relations SHIP TO 1 Civic Square Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
10231				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each	EVENT PLANNING SERVICES FOR GINGERBREAD HOUSE	\$1,000.00	\$1,000.00
		Sub Total	\$1,000.00



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$1,000.00

PAYMENT

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

Nancy S Heck

Nancy Heck
Director

TITLE

CONTROL NO. **34262**

CLERK-TREASURER



AGREEMENT FOR INDIVIDUAL CONTRACTED SERVICES

THIS AGREEMENT FOR INDIVIDUAL CONTRACTED 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 (hereinafter "Individual").

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 Individual contracted assistance in fulfilling its foregoing responsibilities; and

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

WHEREAS, City desires to engage Individuals 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 Individual 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 Individual as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Individual understands and agrees that City may, from time to time, request Individual to provide additional or modified Services to City. When City desires additional Services from Individual, the City shall notify Individual of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Individual's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Individual, in writing, to provide such additional Services, shall such Services be provided by Individual 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 Individual to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Individual may assume that all data so provided is correct and complete.
- 3.3. City shall arrange for Individual to enter upon public and private property as reasonably required for Individual to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 4340400_____ 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. INDIVIDUAL'S RESPONSIBILITIES

- 4.1 Individual shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Individual shall coordinate with City its performance of the Services.
- 4.3 Individual 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 Individual estimates that the total price for the Services to be provided to City hereunder shall not exceed Twelve Thousand Five Hundred Dollars (\$2,700.00) and will be billed at a rate of Twelve dollars (\$12.00) per hour (the "Estimate"). Individual 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 Individual Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Individual 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 Individual 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 no later than August 31, 2016.

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 Individual, without cause, upon five (5) 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 Individual'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, individual 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 Individual, 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 Individual nor any of its agents, employees or contractors is a City employee. Individual 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. Individual 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 Individual regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Liens.

Individual 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 Individual 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 Individual's sole cost and expense.

7.6 Default.

In the event Individual: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Individual'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 Individual and to exercise any other rights or remedies available to it at law or in equity.

7.7 Government Compliance.

Individual agrees to comply with all laws, executive orders, rules and regulations applicable to Individual's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Individual's required Individual licenses and certifications, if applicable, 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 Individual to do so. This indemnification obligation shall survive the termination of this Agreement.

7.8 Indemnification.

Individual 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 Individual 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.

7.9 Discrimination Prohibition.

Individual 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.

7.10 Severability.

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

7.11 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
Office of the Clerk-Treasurer
One Civic Square
Carmel, Indiana 46032
ATTENTION: Linda Harvey

INDIVIDUAL:

Amber Scheiber
9107 E 400S, Greentown, IN 46936

Notwithstanding the above, City may orally provide to Individual 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.

7.12 Effective Date.

The effective date ("Effective Date") of this Agreement shall be November 10, 2016.

7.13 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.

7.14 Waiver.

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

7.15 Non-Assignment.

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

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 Copyright.

City acknowledges that various materials which may be used and/or generated by Individual 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 Individual, 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 Individual's property.

7.21 Personnel.

Individual 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 Individual or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.22 Records and Inspections

Individual 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 therefrom, and to inspect all program data, documents, proceedings and activities.

7.23 Accomplishment of Project

Individual 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, Individual 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.

7.24 iran Certification

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

7.25 Access To Public Records Act

Individual 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 Individual 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)

Amber Scheiber
Office of the Clerk-Treasurer - 2016
Appropriation #4340400; P.O.#
Contract Not To Exceed \$2,700

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

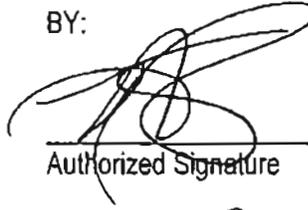
CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

Amber Scheiber

BY:

BY:

James Brainard, Presiding Officer
Date: _____



Authorized Signature

Printed Name: Amber Scheiber

Mary Ann Burke, Member
Date: _____

Title: _____

FID/TIN: _____

Lori S. Watson, Member
Date: _____

Last Four of SSN if Sole Proprietor: To Be Provided

Date: 11/11/16

ATTEST:

Christine Pauley, Clerk-Treasurer
Date: _____

Amber Scheiber
Office of the Clerk-Treasurer - 2016
Appropriation #4340400; P.O.#
Contract Not To Exceed \$2,700

Scope of Services

Amber Scheiber

Assist the City of Carmel's Office of the Clerk-Treasurer on scanning documents for record retention and public records access; receipting deposits, and assisting with phone calls. Other related tasks may be requested from time to time.

Fee for Services:

Services rendered shall be billed at a rate of Twelve Dollars (\$12.00) per hour.

EXHIBIT A



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Wilkinson Brothers Incorporated (the "Vendor"), as City Contract dated January 21, 2015, shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

WILKINSON BROTHERS INCORPORATED

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine Pauley, Clerk-Treasurer

Date: _____

Authorized Signature

COREY L. WILKINSON

Printed Name

OWNER

Title

FID/TIN: _____

30-0410613

Last Four of SSN if Sole Proprietor:

Date: _____

12/13/16



EXHIBIT A
ADDITIONAL SERVICES

November 23, 2016

City of Carmel
One Civic Square
Carmel, IN 46032

RE: City of Carmel Request for Additional Services

This document outlines the additional professional services requested by the City of Carmel for additional graphic & marketing materials including, but not limited to, Celebration Station, 100th Roundabout Celebration, Holiday Trolley and other seasonal or one-time events.

COST for DESIGN, PRODUCTION, & DEVELOPMENT (Additional Services): \$15,545

Should our duties require less than the above anticipated cost, we will adjust the amount accordingly.
The cost will not exceed this amount.

COST NOTES:

- All design, additions or updates are estimated at a rate of **\$75-100 per hour** (depending on skill sets required), based on the previous years of production on event-related projects.
- The costs above include any hosting or registration and vendor expenses necessary.

PAYMENT TERMS:

Payment will be requested as work is completed. This quote is based on information presented by the City of Carmel.

Thank you for allowing us to serve the City of Carmel in helping to promote the community as it grows!

Wilkinson Brothers, Inc.
corey@wilkinsonbrothers.com

EXHIBIT

A

10/1

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032 2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120156 002 0

FEDERAL EXCISE TAX EXEMPT
36-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

34260

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
11/10/2016			358230	DESIGN AND PROMOTIONAL SERVICES
WILKINSON BROTHERS		Community Relations		
VENDOR PO BOX 236		SHIP TO 1 Civic Square		
FISHERS, IN 46038 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
10146				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-593.00

1 Each

DESIGN AND PROMOTIONAL SERVICES

\$15,545.00

\$15,545.00

Sub Total

\$15,545.00



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$15,545.00

SHIPPING INSTRUCTIONS

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

ORDERED BY

PAYMENT

\$15,545.00

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

Nancy S Heck

Nancy Heck
Director

Steve Engelking

Steve Engelking
Administration

TITLE

CLERK-TREASURER

CONTROL NO. 34260



UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount \$251,032.82

Agreement Type Standard Reimbursable Agreement

Work Description Replace existing equipment Road 126th and Gray Road Intersection

Carmel Project # 16-ENG-16

County Hamilton County

THIS AGREEMENT, made and entered into this 29th day of November

2016, by and between

AT&T
240 North Meridian Street
Indianapolis, Indiana 46204

(hereinafter referred to as the "Utility"), and

City of Carmel
One Civic Square
Carmel, Indiana 46032

acting by and through its appropriate elected official, (hereinafter referred to as the "City of Carmel").

WITNESSETH:

WHEREAS, the City of Carmel desires to improve and/or maintain the condition of the above-referenced road and has determined the construction designated by the above project number (hereinafter referred to as the "Project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the City of Carmel will advertise for bids for construction of the project, award the contract, supervise the construction of the Project.

WHEREAS, the Project will require certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A", and attached hereto and incorporated by reference;

WHEREAS, it is in the interests of the Utility and the City of Carmel for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND

OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall make the necessary adjustments, removals, alterations, and/or relocations to its existing facilities by performing the following work: replace VRAD Cabinet and cross box and all associated cabling for intersection improvement.

The preliminary itemized cost estimate for this project is set forth in attached Exhibit "B", incorporated by reference.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including, but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and or contracted services. Each item shall be shown as a "per unit" cost. Professional services cannot be listed as a percentage of the total cost.

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations, and/or relocations covered by this Agreement until written authorization has been given the Utility by the City of Carmel or until a satisfactory starting date has been established with the City of Carmel's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

The existing facilities are not located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights to those of the City of Carmel in the road right-of-way prior to final payment by executing an individual subordination agreement.

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the City of Carmel.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate, the Utility shall inform the City of Carmel as soon as practical upon discovery. The Utility shall also notify the City of Carmel of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the City of Carmel listed on page 1 of this Agreement.

Notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation and the extent of relocation.

SECTION V - STANDARD PAYMENT METHOD/PROGRESS BILLING

The Utility may, once the Utility has accumulated \$1,000 of expenses, submit one request for payment per calendar month for work covered by this Agreement. The Utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

The City of Carmel will reimburse the Utility for any item of worth of expense involved if performed at the written direction of the City of Carmel. The Utility will be reimbursed for its actual costs of the work described in Exhibit "A" upon presentation of itemized bills to the City of Carmel from the Utility.

Progress payments made by the City of Carmel to the Utility shall not exceed 97 percent of the estimated cost of the completed work. Reimbursement for progress billings shall be paid within 60 days of receipt.

Partial payment shall not abrogate the City of Carmel's or the State's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this Agreement.

SECTION VI – LUMP-SUM PAYMENT METHOD

The Utility may elect to petition the City of Carmel for payment of its expenses by lump sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The City of Carmel may make payment to the Utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed \$25,000. Lump-sum payments in excess of \$25,000 will be made only if in the best interests of the public.

If a lump-sum payment is approved, the Utility shall submit one request for payment no later than 90 days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

SECTION VII - FINAL BILL

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within 90 days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices, and other such documents as may be deemed by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense, and retainage within 90 days after the resolution and issuance of any audit performed in accordance with Section IX.

SECTION VII - RECORDS

The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the the City of Carmel for a period of not less than three years from the date final payment has been received by the Utility.

SECTION IX - DISCRIMINATION

Pursuant to IC 22-9-1-10, the Utility, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents, and representatives, shall indemnify, protect, and save harmless the City of Carmel from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this Agreement, provided, however, where City of Carmel has been found liable by a court, tribunal, or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless the City of Carmel.

SECTION XI - PENALTIES/INTERESTS/ATTORNEY'S FEES

The City of Carmel will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana Law, in part, IC 5-17-5-1 et seq.

SECTION XIII - 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.

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns.

SECTION XV - NON-COLLUSION AFFIDAVIT

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto and incorporated by reference. If the Utility is a governmental entity, the execution of a Non-Collusion Affidavit shall not be required.

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide

and maintain during the term of this Agreement a drug-free workplace, and that written notice will be given to the contracting City of Carmel and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

- (B) In addition to the provisions of Paragraph (A) above, if the total contract amount set forth in this Agreement is in excess of \$25,000, the Utility and its subcontractors, if any, hereby further agree this Agreement is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace Certification executed by the Utility in conjunction with this Agreement and that is appended as an attachment hereto.
- (C) It is further expressly agreed the failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of Paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in Paragraph (B) above, shall constitute a material breach of this Agreement, and shall entitle the State and the City of Carmel to impose sanctions against the Utility and its subcontractors, if any, including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of the Utility and its subcontractors, if any, from doing business with the City of Carmel for up to three years.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

AT&T Indiana
(Utility Name)

William L Soards
(Signature of Officer)

William L Soards
(Officer's Name, Printed or Typed)

President - Indiana
(Officer's Position)

ATTEST:

(Secretary of Utility -Signature)

(Secretary's Name, Printed or Typed)

ACKNOWLEDGEMENT

State of, County of MARION SS

Before me, the undersigned Notary Public in and for said County and State, personally appeared

WILLIAM L. SOARDS, PRESIDENT - INDIANA
(Names and offices of signers of Utility)

AT&T INDIANA
(Name of Utility)

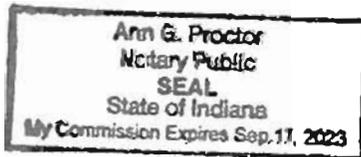
and acknowledged the execution of the foregoing contract on this 1st day of December, 2016.

Witness my hand and seal the said last day.

My Commission Expires 9-17-23

Ann G. Proctor
(Signature)

(Seal)



Ann G Proctor
(Printed or Typed) (Notary Public)

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: _____



Brian Cravens
240 N Meridian St. 2nd Floor
Indianapolis, IN 46204

T: 317.610-5424
C: 317.796.5793
Bc3785@att.com
www.att.com

Date: 12/07/16

Subject:

Utility Relocation Work Plan for:	AT&T Distribution
Facility Type:	Telecommunications

Section 1: General Information

A. City of Carmel Project Information

1. Project Number:	16-ENG-16
2. Route Number:	Enter the Route Number
3. Location:	126 th Street and Gray Road
4. Work Type:	Intersection Improvement- Roundabout
5. Bid Date:	December 2016
6. Date Work Plan Needed	8/31/2016
7. Target Date for Utility to be out of conflict with Project	2/28/2017

B. Utility Designated Contact – Information

1. Designated Contact Name:	Brian Cravens
2. Office telephone:	317-610-5424
3. Mobile telephone:	317-796-5793
4. Email address:	Bc3785@att.com
5. Agency name	AT&T Indiana
6. Address:	240 N Meridian St.
7. City, State, Zip Code:	Indianapolis, IN 46204
8. Construction Emergency Contact:	
Name:	Dan Weaver
Number:	765-481-7196

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



Brian Cravens
 240 N Meridian St. 2nd Floor
 Indianapolis, IN 46204

T: 317.610-5424
 C: 317.796.5793
 Bc3785@att.com
 www.att.com

D. Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Faisal Saleem
2.	Office Telephone:	317-633-4120
3.	Mobile Telephone:	
4.	Email Address:	fsaleem@dlz.com
5.	Agency Name:	DLZ Indiana LLC
6.	Address:	157 E Maryland St.
7.	City, State, Zip Code	Indianapolis, IN 46204

Section 2: A narrative description of the facility relocation that will be required.

A. Describe what types of existing active and inactive facilities are present.
 AT&T has a combination of duct packages, buried cable, aerial cable, and cabinets located within the limits of this project.

B. Describe the location of existing active and inactive facilities.
 All AT&T facilities are shown on the attached relocation drawings

C. Describe what will be done with existing active and inactive facilities.
 See relocation drawings

D. Describe the details of the proposed new facilities.
 See relocation drawings

E. Describe the proposed location of the new facilities.
 See relocation drawings

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <>

 Signature of Utility Representative

 Print Name

 Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.



Brian Cravens
 240 N Meridian St. 2nd Floor
 Indianapolis, IN 46204

T: 317.610.5424
 C: 317.796.5793
 Bc3785@att.com
 www.att.com

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work.
AT&T's work will require all ROW to be secured

Section 4: A statement whether the utility is or is not willing to allow the City of Carmel contractor to do the required work as part of the highway contract.
AT&T will utilize our own approved contractors to complete our relocation work

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information.

A.	The expected lead time in calendar days to obtain required permits:	10
B.	The expected lead time in calendar days to obtain materials:	30
C.	The expected lead time in calendar days to schedule work crews:	21
D.	If the contractor is being selected by competitive bid what is the date of selection?	TBD
E.	The expected lead time in calendar days to obtain new property interests:	NA
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	11/15/2016
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	30

Section 6: The Utility Construction Scheduling Information.

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
1. Utility A, with a description of the required work.
NA
 2. Utility B, with a description of the required work.
NA
 3. Utility C, with a description of the required work.
NA



Brian Cravens
240 N Meridian St. 2nd Floor
Indianapolis, IN 46204

T: 317.610-5424
C: 317.796.5793
Bc3785@att.com
www.att.com

- B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work.
 - 1. Work item A
ALL ROW WILL NEED TO BE SECURED.
 - 2. Work item B
ROW will need to be staked and cleared
 - 3. Work item C
- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: 21
- D. The number of calendar days to complete the relocation work: 90 days

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on City of Carmel Construction drawings. CAD files are preferred. Plans must be attached to this Work Plan Document.
Included

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable.
Reimbursable agreement submitted previously. Reimbursable cost is \$251,032.82

Section 9: For work the utility is entitled to be compensated by the City, the work plan shall include documentation of property interests and compensable land rights.
Included

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with the City of Carmel:	<input type="checkbox"/>	<input type="checkbox"/>
A relocation permit from the City of Carmel:	<input type="checkbox"/>	<input type="checkbox"/>

(Note: Double-click on box in Yes or NA to mark it with an "X")



Submitter Signature

12/07/2016

Date

Brian Cravens

Submitter Name Printed

CITY OF CARMEL use only below this point ----- CITY OF CARMEL use only below this



Brian Cravens
 240 N Meridian St. 2nd Floor
 Indianapolis, IN 46204

T: 317.610-5424
 C: 317.796.5793
 Bc3785@att.com
 www.att.com

point

The following sections are to be used by City of Carmel personnel and/or its agents to review the utility relocation work plan.

Section 11: The City shall review the work plan to ensure that it:

Description	Yes	No	Initials
(1.a) is compatible with City permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JH
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JH
* (1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JH
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JH
(2.a) has reasonable relocation scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JH
(2.b) has a reasonable cost for compensable work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JH

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:

*Per the current schedule in AT&T's work plan, relocation completion is in April 2017. However, per communications with the utility, AT&T will work towards completing all relocation work early in order to meet the project schedule.

Jordan Hennessey
 Reviewer Signature

12/9/2016
 Date

JORDAN HENNESSY
 Reviewer Name Printed

Section 12: Approved Work Plan.

I have reviewed the work plan and found it acceptable.

Faisal Saleem
 Project Manager Signature

12/9/2016
 Date

Faisal Saleem
 Project Manager Name Printed



Project Number :

AT&T INDIANA

Customer Request Number : 189019

Date : 11/07/2016

Customer ID : 143514

Project Number : A00FXWJ

CR Description:

Billing Information

Billing Party's Name : CITY OF CARMEL

Phone : (317) 633-4120

Billing Address : 157 EAST MARYLAND STREET

CITY OF CARMEL

INDIANAPOLIS, IN 46204

Contact Name : FAISAL SALEEM

Phone : (317) 633-4120

Work Description & Engineering Remarks : REPLACE VRAD CABINET AND CROSS BOX AND ALL ASSOCIATED CABLING FOR INTERSECTION IMPROVEMENT @ 126TH AND GRAY ROAD, CARMEL, IN

Expenses	Quantity	Amount
Total Plant Labor:	795	\$ 105,249.69
Total Engineering Labor:		\$ 42,781.03
Material Cost		\$ 59,111.08
Contractor Cost		\$ 58,906.63
Right Of Way Cost:		\$ 0.00
	Sub-Total Estimated Costs	\$ 266,048.43
Less Plant Betterment Credits		\$ 0.00
Less OSP Depreciation Credits		\$ 0.00
Less Salvage Credits		\$ 15,024.61
	Total Estimated Costs	\$ 251,023.82

OSPE Representative: KIMBERLY MARSHALL

Title: CUSTOMER CONTRACTS SPECIALIST

Phone #: 262-970-8424

Note: Hours are rounded to the nearest whole hour value.

EXHIBIT B
1 of 11



Project Number :

AT&T INDIANA

Detail Material Report

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

Date : 11/07/2016
Project Number: A00FXWJ

Material Placed

Reference Number	Material	Quantity	Cost Per Unit	Unit	Total
0003829093	1-PC-4-C	1110	\$ 0.83	FT	\$ 916.75
0003829145	1-PC-4-C	48	\$ 0.83	FT	\$ 39.64
0003829150	1-PC-4-C	30	\$ 0.83	FT	\$ 24.78
0003829154	BXBNNK36/36-Z	1	\$ 5,187.08	FT	\$ 5,187.08
0003829156	1-PC-4-C	32	\$ 0.83	FT	\$ 26.43
0003829157	MISCMAT	1200	\$ 1.00	\$\$	\$ 1,200.00
0003829159	ANMW-300	300	\$ 3.35	FT	\$ 1,003.58
0003829162	ANMW-100	225	\$ 1.20	FT	\$ 270.42
0003829164	ANMW-600	675	\$ 6.25	FT	\$ 4,218.63
0003829168	ANMW-900	35	\$ 9.64	FT	\$ 337.23
0003829207	ANMW-1800	245	\$ 23.18	FT	\$ 5,678.22
0003829210	ANMW-600	700	\$ 6.25	FT	\$ 4,374.88
0003829212	10E1-900-30	1	\$ 487.65	FT	\$ 487.65
0003829236	5BQ2MT-024	285	\$ 0.29	FT	\$ 82.78
0003829238	IPP 1 1/4 IDUCT	600	\$ 0.00	FT	\$ 0.00
0003829239	MISCMAT	276	\$ 1.00	\$\$	\$ 276.00
0003829249	ANMW-600	1000	\$ 6.25	FT	\$ 6,249.82
0003829306	ANMW-600	875	\$ 6.25	FT	\$ 5,468.59
0003829308	ANMW-100	30	\$ 1.20	FT	\$ 36.06
Sub-Total Material Cost					\$ 35,878.54
Exempt Material Overhead					\$ 23,232.54
Total Material Cost					\$ 59,111.08

Depreciation (Material Removed)

Reference Number	Material	Quantity	Cost Per Unit	Unit	Total
0003829187	BXCNNL3600	1	\$ 13,689.35	FT	\$ 13,689.35
0003829189	ALMW-300	375	\$ 16.12	FT	\$ 6,044.96
0003829190	ALMW-600	15	\$ 25.96	FT	\$ 389.37
0003829191	AFMW-600	520	\$ 25.96	FT	\$ 13,498.26
0003829192	AFMW-100	380	\$ 9.46	FT	\$ 3,594.38
0003829193	BHAA-600	809	\$ 20.72	FT	\$ 16,762.16

EXHIBIT B
2 of 11



Highway Relocation Cost Estimate

Project Number :

AT&T INDIANA

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

0003829205	ANMW-900	30	\$	20.26	FT	\$	607.80
0003829223	BKMA-400	25	\$	16.52	FT	\$	412.95
0003829224	10B1-100	30	\$	4.88	FT	\$	146.30
0003829225	AFMW-100	700	\$	10.31	FT	\$	7,218.33
0003829227	BHAG-600	180	\$	15.58	FT	\$	2,803.97
0003829229	BKMH-900	125	\$	36.20	FT	\$	4,524.78
0003829231	ANMW-1800	80	\$	33.95	FT	\$	2,715.78
0003829243	SBQ2MT-024	150	\$	5.45	FT	\$	818.12
0003829253	AFMW-100	1002	\$	10.31	FT	\$	10,332.52
0003829312	AFMW-100	849	\$	10.31	FT	\$	8,754.80
0003829318	BHAA-600	217	\$	20.72	FT	\$	4,496.15
0003829323	35 1-POCO	1	\$	828.34	FT	\$	828.34
0003829324	35 1-POCO	1	\$	828.34	FT	\$	828.34
0003829325	INV	1	\$	0.00	FT	\$	0.00
0003829326	INV	1	\$	0.00	FT	\$	0.00
0003829327	35 5	1	\$	828.34	FT	\$	828.34
0003829328	INV	1	\$	0.00	FT	\$	0.00
0003829329	INV	1	\$	0.00	FT	\$	0.00
0003829330	INV	1	\$	0.00	FT	\$	0.00
0003829331	BHAA-600	1141	\$	20.72	FT	\$	23,641.06
0003829333	ANMW-600	50	\$	25.96	FT	\$	1,297.91
0003829334	INV	1	\$	0.00	FT	\$	0.00
0003829335	INV	1	\$	0.00	FT	\$	0.00
0003829336	INV	1	\$	0.00	FT	\$	0.00
0003829337	INV	1	\$	0.00	FT	\$	0.00

Plant Betterment

<u>Reference Number</u>	<u>Material</u>	<u>Quantity</u>	<u>Cost Per Unit</u>	<u>Unit</u>	<u>Total</u>
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EXHIBIT B
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Highway Relocation Cost Estimate

Project Number :

AT&T INDIANA

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

Salvage Credit

<u>Reference Number</u>	<u>Material</u>	<u>Quantity</u>	<u>Average Wt.</u> <u>Per Pair Foot</u>	<u>Salvage Cr.</u> <u>Per Pound</u>	<u>Pairs</u>	<u>Total</u>
0003829193	BHAA-600	809	.005922	1.6	0600	\$ 4,599.26
0003829205	ANMW-900	30	.003856	1.6	0900	\$ 166.58
0003829223	BKMA-400	25	.003856	1.6	0400	\$ 61.70
0003829224	10B1-100	30	.003	1.6	0100	\$ 14.40
0003829225	AFMW-100	700	.003856	1.6	0100	\$ 431.87
0003829231	ANMW-1800	80	.003856	1.6	1800	\$ 888.42
0003829253	AFMW-100	1002	.003856	1.6	0100	\$ 618.19
0003829312	AFMW-100	849	.003856	1.6	0100	\$ 523.80
0003829318	BHAA-600	217	.005922	1.6	0600	\$ 1,233.67
0003829331	BHAA-600	1141	.005922	1.6	0600	\$ 6,486.72

EXHIBIT B
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Project Number :

AT&T INDIANA

Detail Contractor Report

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

Date : 11/07/2016
Project Number: A00FXWJ

Contractor Cost

<u>Reference Number</u>	<u>FTI Description</u>	<u>Quantity</u>		<u>Total</u>
0003829065	POUR-IN-PLACE CABINET PAD - DIRT - W OR W/O TEMPLATE (SAI/F	112	\$	2,596.16
0003829083	PLACE GROUND FIELD (3 - GROUND RODS W/WIRE AND BONDING) - DI	1	\$	420.00
0003829084	PLACE VRAD CABINET, PAD, POWER PED & GROUND GRID - DIRT	1	\$	4,343.75
0003829085	Concrete in bulk	5	\$	650.00
0003829139	TRENCH & PLACE ONE ITEM - BY BACKHOE - 13 TO 24 IN. WIDTH -	185	\$	967.55
0003829140	BACKHOE WIDTH - ADDITIONAL 12 IN. WIDTH INCREMENT OVER 24 IN	185	\$	277.50
0003829141	BACKHOE DEPTH - ADDITIONAL 12 IN. X 12 IN. DEPTH INCREMENT B	555	\$	610.50
0003829142	FLOWABLE BACKFILL	83	\$	5,312.00
0003829143	SAW CUT, REMOVE & RESTORE - ASPHALT IN. TO 8 IN. DEPTH	4 740	\$	15,984.00
0003829144	PLACE ADDITIONAL ITEM IN OPEN TRENCH (NOT IN IBPLACE ADDITIO	925	\$	499.50
0003829146	TRENCH & PLACE ONE ITEM - BY BACKHOE - 13 TO 24 IN. WIDTH -	12	\$	62.76
0003829147	BACKHOE WIDTH - ADDITIONAL 12 IN. WIDTH INCREMENT OVER 24 IN	12	\$	18.00
0003829148	BACKHOE DEPTH - ADDITIONAL 12 IN. X 12 IN. DEPTH INCREMENT B	48	\$	52.80
0003829149	PLACE ADDITIONAL ITEM IN OPEN TRENCH (NOT IN IBPLACE ADDITIO	36	\$	19.44
0003829151	TRENCH & PLACE ONE ITEM - BY BACKHOE - 13 TO 24 IN. WIDTH -	15	\$	78.45
0003829152	BACKHOE DEPTH - ADDITIONAL 12 IN. X 12 IN. DEPTH INCREMENT B	45	\$	49.50
0003829153	PLACE ADDITIONAL ITEM IN OPEN TRENCH (NOT IN IBPLACE ADDITIO	15	\$	8.10
0003829155	PLACE SAI, APP CASE OR NEUTRALIZER CABINET (EXCLUDES PAD) -	1	\$	423.71
0003829158	TRENCH & PLACE ONE ITEM - BY BACKHOE - UP TO 12 IN. WIDTH -	185	\$	1,006.40
0003829161	BORE & PLACE ONE CABLE OR INNERDUCT >2 IN. - 4 IN. OVER 100	300	\$	2,010.00

EXHIBIT B Sofll



Highway Relocation Cost Estimate

Project Number :

AT&T INDIANA

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

0003829163	BORE & PLACE ONE CABLE OR INNERDUCT 0 IBORE & PLACE ONE CAB	225	\$	1,563.75
0003829165	BORE & PLACE ONE CABLE OR INNERDUCT >2 IN. - 4 IN. OVER 100	675	\$	4,522.50
0003829166	2 PERSON BACKHOE CREW - INC. BACKHOE, 3 IN. PUMP, SHORING AN	1	\$	1,549.30
0003829167	FLOWABLE BACKFILL	3	\$	192.00
0003829169	ROD AND PLACE ONE (1) ITEM 1-1000 FT - PER DUCT FOOT	35	\$	55.65
0003829170	MACHINE DIG PIT - EXISTING CABLE 81 - 128 CUBIC FT - DIRT -	1	\$	330.00
0003829171	PLACE PEDESTAL/APP CASE - DIRT - IN. AND OVER - IN CONJUN	12	\$	75.85
0003829188	REMOVE SAI, APP CASE OR NEUTRALIZER CABINET (INCLUDES PAD) -	1	\$	623.40
0003829194	REMOVE CABLE AND STRAND O.D. > 1.6 IN. 1 - 1000 FT - ACCES	809	\$	978.89
0003829206	REMOVE COPPER CABLE > 2 IN. O.D. & PLACE PULL ROPE/TAPE 1-1	30	\$	58.20
0003829208	ROD AND PLACE ONE (1) ITEM 1-1000 FT - PER DUCT FOOT	245	\$	389.55
0003829209	ADDER - HANDLING CABLE OVER 2 IN. O.D. 1-1000 FT - PER DUCT	245	\$	110.25
0003829211	ROD AND PLACE ONE (1) ITEM 1-1000 FT - PER DUCT FOOT	700	\$	1,113.00
0003829226	REMOVE COPPER CABLE < 2 IN. O.D. & PLACE PULL ROPE/TAPE 1-1	700	\$	945.00
0003829228	REMOVE COPPER CABLE < 2 IN. O.D. & PLACE PULL ROPE/TAPE 1-1	180	\$	243.00
0003829230	REMOVE COPPER CABLE < 2 IN. O.D. & PLACE PULL ROPE/TAPE 1-1	125	\$	168.75
0003829232	REMOVE COPPER CABLE > 2 IN. O.D. & PLACE PULL ROPE/TAPE 1-1	80	\$	155.20
0003829237	BLOW FIBER CABLE IN INNERDUCT OR CONDUIT 1-9000 FT	285	\$	296.40
0003829240	ROD AND PLACE THREE (3) ITEMS - IN SAME DUCT 1-1000 FT - PER	200	\$	392.00
0003829244	REMOVE FIBER CABLE & PLACE PULL ROPE/TAPE 1-1000 FT	150	\$	153.00
0003829250	ROD AND PLACE ONE (1) ITEM 1-1000 FT	1000	\$	1,590.00

EXHIBIT B 6 of 11



Project Number :

AT&T INDIANA

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

	- PER DUCT FOOT			
0003829254	REMOVE COPPER CABLE < 2 IN. O.D. & PLACE PULL ROPE/TAPE 100	1002	\$	1,362.72
0003829307	ROD AND PLACE ONE (1) ITEM 1-1000 FT - PER DUCT FOOT	875	\$	1,391.25
0003829313	REMOVE COPPER CABLE < 2 IN. O.D. & PLACE PULL ROPE/TAPE 1-1	849	\$	1,146.15
0003829319	REMOVE CABLE AND STRAND O.D. > 1.6 IN. 1 - 1000 FT - ACCES	217	\$	262.57
0003829320	REMOVE POLES 20 FT. - 35 FT. TWO OR MORE POLES - DIRT - AC	13	\$	1,362.79
0003829332	REMOVE CABLE AND STRAND O.D. > 1.6 IN. OVER 1000 FT - ACCES	1141	\$	1,403.43
0003829341	REMOVE PG/FIBER CABINET (INCLUDES PAD) - IN CONJUNCTION WITH	1	\$	1,081.91
	Total Contractor Cost		\$	<u>58,906.63</u>

Detail Labor Report

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

Date : 11/07/2016
Project Number: A00FXWJ

Engineering Labor	Qty	Rate	Amount
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EXHIBIT B
7 of 11



Project Number :

AT&T INDIANA

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

Engineering Labor	Qty	Rate	Amount
Placement			
Direct Cost			
Salary & Wages			
Dir Eng Labor	143	\$ 67.67	\$ 9,706.09
Dir Eng Other	143	\$ 1.16	\$ 166.38
Benefits			
Benefits (Clearances)	143	\$ 41.31	\$ 5,925.20
Payroll Taxes (Clearances)	143	\$ 9.52	\$ 1,365.48
Operating Expenses			
Eng G&S Labor (Capital)	143	\$ 50.28	\$ 7,211.79
Eng G&S Other (Capital)	143	\$ 14.11	\$ 2,023.83
Asi Staff Loading			
Asi G&S Eng (Capital)	143	\$ 21.67	\$ 3,108.19
Direct Cost Totals	143	\$205.72	\$ 29,506.96
Indirect Cost			
Corporate Loadings			
Executive (Capital)	143	\$ 0.50	\$ 71.75
Planning (Capital)	143	\$ 0.04	\$ 5.74
Accounting & Finance (Capital)	143	\$ 13.23	\$ 1,897.61
External Relations (Capital)	143	\$ 0.00	\$ 0.00
Human Resources (Capital)	143	\$ 8.30	\$ 1,190.49
Information Management (Capital)	143	\$ 43.51	\$ 6,240.75
Legal (Capital)	143	\$ 3.14	\$ 450.38
Procurement (Capital)	143	\$ 1.14	\$ 163.57
Research & Development (Capital)	143	\$ 0.00	\$ 0.00
Other General & Administrative (Capital)	143	-\$ 7.37	-\$ 1,057.10
Indirect Cost Totals	143	\$ 62.49	\$ 8,963.11
Placement Totals	143	\$268.21	\$ 38,470.07

EXHIBIT B
8 of 11



Project Number :

AT&T INDIANA

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

Engineering Labor	Qty	Rate	Amount
Removal			
Direct Cost			
Salary & Wages			
Dir Eng Labor	16	\$ 67.67	\$ 1,087.67
Dir Eng Other	16	\$ 1.16	\$ 18.64
Benefits			
Benefits (Clearances)	16	\$ 41.31	\$ 663.98
Payroll Taxes (Clearances)	16	\$ 9.52	\$ 153.02
Operating Expenses			
Eng G&S Labor (Capital)	16	\$ 50.28	\$ 808.15
Eng G&S Other (Capital)	16	\$ 14.11	\$ 226.79
Asi Staff Loading			
Asi G&S Eng (Capital)	16	\$ 21.67	\$ 348.30
Direct Cost Totals	16	\$205.72	\$ 3,306.55
Indirect Cost			
Corporate Loadings			
Executive (Capital)	16	\$ 0.50	\$ 8.04
Planning (Capital)	16	\$ 0.04	\$ 0.64
Accounting & Finance (Capital)	16	\$ 13.23	\$ 212.65
External Relations (Capital)	16	\$ 0.00	\$ 0.00
Human Resources (Capital)	16	\$ 8.30	\$ 133.41
Information Management (Capital)	16	\$ 43.51	\$ 699.34
Legal (Capital)	16	\$ 3.14	\$ 50.47
Procurement (Capital)	16	\$ 1.14	\$ 18.32
Research & Development (Capital)	16	\$ 0.00	\$ 0.00
Other General & Administrative (Capital)	16	-\$ 7.37	-\$ 118.46
Indirect Cost Totals	16	\$ 62.49	\$ 1,004.41
Removal Totals	16	\$268.21	\$ 4,310.96

EXHIBIT B
9 of 11



Project Number :

AT&T INDIANA

Customer Request Number: 189019
CR Name : CITY OF CARMEL
Customer Name : CITY OF CARMEL

Date : 11/07/2016
Project Number: A00FXWJ

Plant Labor	Qty	Rate	Amount
Placement			
Direct Cost			
Salary & Wages			
Dir Plnt Lab	707	\$ 52.25	\$ 36,962.55
Dir Plnt Othe	707	\$ 1.64	\$ 1,160.16
Benefits			
Benefits (Clearances)	707	\$ 21.22	\$ 15,011.39
Payroll Taxes (Clearances)	707	\$ 4.89	\$ 3,459.27
Operating Expenses			
Plant G&S Lab (Capital)	707	\$ 8.34	\$ 5,899.86
Plant G&S Oth (Capital)	707	\$ 2.85	\$ 2,016.14
Asi Staff Loading			
Asi G&S Plnt (Capital)	707	\$ 0.01	\$ 7.07
Direct Cost Totals	707	\$ 91.20	\$ 64,516.44
Indirect Cost			
Indirect Expense			
Nantf G&S Lab (Capital)	707	\$ 0.00	\$ 0.00
Nantf G&S Oth (Capital)	707	\$ 0.00	\$ 0.00
Reg Travel Time G&S Labor (Capital)	707	\$ 0.00	\$ 0.00
Reg Travel Time G&S Other (Capital)	707	\$ 0.00	\$ 0.00
Asi Nantf G&S Other (Capital)	707	\$ 0.00	\$ 0.00
Asi Reg Travl G&S Other (Capital)	707	\$ 0.00	\$ 0.00
Corporate Loadings			
Executive (Capital)	707	\$ 0.26	\$ 183.93
Planning (Capital)	707	\$ 0.02	\$ 14.15
Accounting & Finance (Capital)	707	\$ 6.79	\$ 4,803.36
External Relations (Capital)	707	\$ 0.00	\$ 0.00
Human Resources (Capital)	707	\$ 4.27	\$ 3,020.67
Information Management (Capital)	707	\$ 22.35	\$ 15,810.77
Legal (Capital)	707	\$ 1.61	\$ 1,138.94
Procurement (Capital)	707	\$ 0.59	\$ 417.38
Research & Development (Capital)	707	\$ 0.00	\$ 0.00
Other General & Administrative (Capital)	707	-\$ 3.79	-\$ 2,681.11
Overhead Investment Related Cost			
Other Work Equip	707	\$ 2.71	\$ 1,917.10
Plant Mv	707	\$ 5.60	\$ 3,961.54
Pool Mv	707	\$ 0.80	\$ 565.93
Provisioning Labor	707	\$ 0.01	\$ 7.07
Indirect Cost Totals	707	\$ 41.22	\$ 29,159.74
Placement Totals	707	\$132.42	\$ 93,676.18

EXHIBIT B
10 of 11



Project Number :

AT&T INDIANA

Customer Request Number: 189019

CR Name : CITY OF CARMEL

Customer Name : CITY OF CARMEL

Plant Labor	Qty	Rate	Amount
Removal			
Direct Cost			
Salary & Wages			
Dir Plnt Lab	87	\$ 52.25	4 566 85
Dir Plnt Othe	87	\$ 1.64	143 74
Benefits			
Benefits (Clearances)	87	\$ 21.22	1 854 67
Payroll Taxes (Clearances)	87	\$ 4.89	427 39
Operating Expenses			
Plant G&S Lab (Capital)	87	\$ 8.34	728 92
Plant G&S Oth (Capital)	87	\$ 2.85	249 09
Asi Staff Loading			
Asi G&S Plnt (Capital)	87	\$ 0.01	0 87
Direct Cost Totals	87	\$ 91.20	\$ 7,970.88
Indirect Cost			
Indirect Expense			
Nantf G&S Lab (Capital)	87	\$ 0.00	0 00
Nantf G&S Oth (Capital)	87	\$ 0.00	0 00
Reg Travel Time G&S Labor (Capital)	87	\$ 0.00	0 00
Reg Travel Time G&S Other (Capital)	87	\$ 0.00	0 00
Asi Nantf G&S Other (Capital)	87	\$ 0.00	0 00
Asi Reg Travl G&S Other (Capital)	87	\$ 0.00	0 00
Corporate Loadings			
Executive (Capital)	87	\$ 0.26	22 72
Planning (Capital)	87	\$ 0.02	1 75
Accounting & Finance (Capital)	87	\$ 6.79	593 45
External Relations (Capital)	87	\$ 0.00	0 00
Human Resources (Capital)	87	\$ 4.27	373 20
Information Management (Capital)	87	\$ 22.35	1 952 39
Legal (Capital)	87	\$ 1.61	140 71
Procurement (Capital)	87	\$ 0.59	51 57
Research & Development (Capital)	87	\$ 0.00	0 00
Other General & Administrative (Capital)	87	-\$ 3.79	331 25
Overhead Investment Related Cost			
Other Work Equip	87	\$ 2.71	236 85
Plant Mv	87	\$ 5.60	489 44
Pool Mv	87	\$ 0.80	69 92
Provisioning Labor	87	\$ 0.01	0 87
Indirect Cost Totals	87	\$ 41.22	\$ 3,602.63
Removal Totals	87	\$132.42	\$ 11,573.51

EXHIBIT B
11 of 11

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT



SUPPLEMENT NUMBER 1

EDS No.: A249-15-320306

CFDA #: 20.205

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the City of Carmel, (hereinafter referred to as "LPA").

WITNESSETH

WHEREAS, INDOT and the LPA did, on July 30, 2015, enter into a Contract, providing for Services required in connection with INDOT Designation Number 1400937 for intersection improvement, roundabout, for 96th Street and Priority Way and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the Federal aid Project, and

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

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract Supplement Number 1.

1. Section V – TERM AND SCHEDULE of the original Contract is amended to read as follows:

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2017 and June 30, 2018, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2018 and June 30, 2020. INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
 - D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.
2. All other matters previously agreed to and set forth in the original Contract dated **July 30, 2015** and not affected by this Supplement shall remain in full force and effect.

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, LPA and the State of Indiana 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

**STATE OF INDIANA
Department of Transportation**

James Brainard, Presiding Officer
Print or type name and title

Recommended for approval by:

Signature and date

Robert D. Cales, Director
Contract Administration Division

Mary Ann Burke, Member
Print or type name and title

Date: _____

Signature and date

Executed by:

Lori S. Watson, Member
Print or type name and title

(FOR)
Brandye Hendrickson, Commissioner

Signature and date

Date: _____

LPA DUNS # 087033320

Department of Administration

Attest

Jessica Robertson, Commissioner

Date: _____

Auditor or Clerk Treasurer

State Budget Agency

Christine S. Pauley

Brian E. Bailey, Director

Date: _____

This instrument prepared by:

Approved as to Form and Legality:

Ellen Hite
December 13, 2016

(FOR)
Gregory F. Zoeller, Attorney General of Indiana

Date: _____

CITY OF CARMEL

TO: Calumet Civil Contractors, Inc.
4898 Fieldstone Drive
Whitestown, In 46075

CONTRACT CHANGE ORDER NO.: 01
DATE: November 14, 2016
PROJECT NAME: Auman & Newark Neighborhood
Oswego Rd and Winona Dr. Sidewalk and drainage
Improvements.
CITY REQ. NO.: _____
CITY PO NO.: 33677
CITY PO DATE: December 16, 2016



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

This change order is necessary to increase the scope of work for the contractor by adding Street Lighting, Additional Tree Removal, and Extending the Construction Limits to alleviate additional drainage issues.

SCHEDULED ADJUSTMENT

<u>ITEM</u>	<u>AMOUNT</u>	<u>(+) OR (-) DAYS</u>
	(See Attached)	

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.: _____ W.D.C. No.: 1, 2, 3, 4

Other: Pricing provided by the contractor for the additional work

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

Contract Price prior to this Change Order.....	\$594,335.00
Contract Price will be increased/decreased by this Change Order.....	\$57,549.06
New Contract Price including this Change Order.....	\$651,884.06

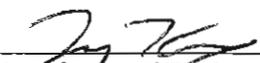
Contract Time Prior to this Change Order **90 Days July 24, 2016** Completion Date

Net increased/~~decreased~~ resulting from this Change Order **53** Days

Current Contract Time including this Change Order **143** Days **October 5, 2016** Completion Date

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

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
PCS Engineers, Inc.	Calumet Civil Contractors, Inc.	James Brainard, Mayor
ENGINEER	CONTRACTOR	Mary Ann Burke, Member
1924 Dan Jones Road	4898 Fieldstone Drive	Lori Watson, Member
Address	Address	
Avon, IN, 46123	Whitestown, IN. 4625	
City/State/Zip	City/State/Zip	



City of Carmel Engineer

By: _____

By: _____

ATTEST:

Phone: _____

Phone: _____

Christine Pauley, Clerk-
Treasurer

Date: _____

Date: _____

Date: _____

CHANGE ORDER SUMMARY SHEET

Project No.: _____
 Project Name: Auman & Newark Neighborhood Improvements
 Contractor: Calumet Civil Contractors, Inc.
 RPR: Parsons Cunningham and Shartel Eng., Inc.
 Bid Date: December 16, 2015
 Bid Amount: \$594,335.00
 Original PO#: 33677

C.O. #	Total Foreseen Amount	Total Unforeseen Amount	Total Change Order Amount	Running Total of Change Orders	Description of Change Order	Date Board Approval	Intermediate Calendar Days +/-	Substantial Calendar Days +/-	Final Calendar Days +/-	New Contract Amount	% Foreseen	% Unforeseen
1	\$57,549.06		\$57,549.06	\$57,549.06	Change in Scope - Additional Tree removal, Street Lights and Additional Storm Sewer	Pending	0	53	53	\$651,884.06	9.68%	0.00%
	\$57,549.06	\$0.00	\$57,549.06	\$57,549.06			0	53	53		9.68%	0.00%

Original Bid Amount	\$594,335.00
Total Change Order(s) Amount	\$57,549.06
Total Foreseen Change Orders	9.68%
Total Unforeseen Change Orders	0.00%
Total % Change from Bid Amount	9.68%

Work Directive Change

CITY OF CARMEL TO:

TO: Calumet Civil Contractors, Inc.
4898 Fieldstone Drive
Whitestown, In 46075

WORK DIRECTIVE CHANGE NO.: 01
DATE: August 10, 2016
PROJECT NAME: Auman & Newark Neighborhood
Oswego Rd and Winona Dr. Sidewalk and Drainage
Improvements
PROJECT NO.:

Specification Reference: _____

Drawing Reference: _____

DESCRIPTION OF WORK COVERED BY THIS DIRECTIVE CHANGE:

This WDC is necessary for the removal of 2 additional trees. One tree is in direct conflict with proposed structure no. 72 and the second tree is too close to the proposed storm sewer and the installation this pipe will cause for the disturbance of more than 30% of the trees root system.

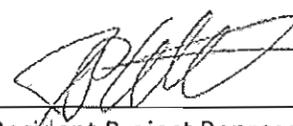
REASON FOR THIS ORDER: Owner Directive

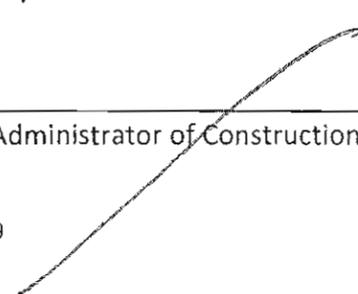
AUTHORIZATION:

THIS WORK DIRECTIVE CHANGE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of \$3,105.54 will be issued to you in the near future to cover this Work Directive Change.

PROJECT COMPLETION DATE: ^{Add} ~~ADD/DEDUCT/UNCHANGED~~ ⁰⁹⁹ ₃₀ 02 DAYS.

By: 
Project Manager (Construction)

By: 
Resident Project Representative

By: 
Administrator of Construction Services

WDC: 01

Auman Newark Neighborhood Improvements:
 Owsego Road and Winona Drive
 Sidewalk and Drainage Improvements

Line Item No.:	Description	Unit	Unit (\$)	Increase Qty	Decrease Qty	WDC Increase (\$)	WDC Decrease (\$)
EWA	Additional Tree Removal	LSUM	\$ 3,105.54	1.00		\$ 3,105.54	
						\$ -	
* Denotes New Pay Item						\$ 3,105.54	\$ -
Net Change on this WDC :						\$ 3,105.54	



CALUMET CIVIL CONTRACTORS, INC.

LETTER OF TRANSMITTAL

TO: PCS Engineers	DATE: 6-3-2016
PROJECT: Auman & Newark Improv.	JOB: 15087
ATTN: Mr. John Cutter	RE: EWA: Tree Removal

We Are Sending:		Submitted For:		Action Taken:	
	Shop Drawings	X	Approval		Approved as Submitted
	Letter		Your Use		Approved as Noted
	Prints/Plans		As Requested		Returned After Loan
X	Change Order		Review and Comment	Resubmit	Copies
	Samples			Submit	Copies
	Specifications	Sent Via: Hand Delivered to F.O.		Returned	
	Other:	X	Attached	Returned for Corrections	
			Separate Cover Via:	Due Date:	

Notes/Remarks:

John,

Please use the pricing below to assist you in processing a Change Order as described below.
Thank you.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
EWA	Remove 2 Trees	1	LS	\$ 3,105.54	\$ 3,105.54
				TOTAL	\$ 3,105.54

Ryan Ream

Ryan Ream – Project Manager



PROJECT NAME: T M EXPLANATION: CALUMET JOB NO: CALUMET CODE:
 Auman & Newark improvements 15087

LABOR

Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	DT RATE	LABOR AMT	LABOR MU
	Operator 103	8	ST	\$55.51	\$74.44	\$93.26	\$444.08	\$88.82
	Laborer	16	ST	\$40.38	\$53.30	\$66.22	\$646.08	\$129.22
	Foreman	8	ST	\$56.51	\$75.44	\$93.26	\$452.08	\$90.42
	Sum of LABOR						\$1,542.24	\$308.45

EQUIPMENT

Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU
	Truck-Pickup 4x4	8	\$16.09	128.72	\$15.45
	Sum of Equipment			\$128.72	\$15.45

MATERIAL

Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
	Dump Fee	1	EA	\$80.00	80	\$9.60
	Sum of MATERIAL				\$80.00	\$9.60

RENTED EQUIPMENT

Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU
	Dump Truck	2	\$98.00	\$196.00	\$23.52
	Chainsaw	8	\$8.75	\$70.00	\$8.40
	Chipper	8	\$34.38	\$275.04	\$33.00

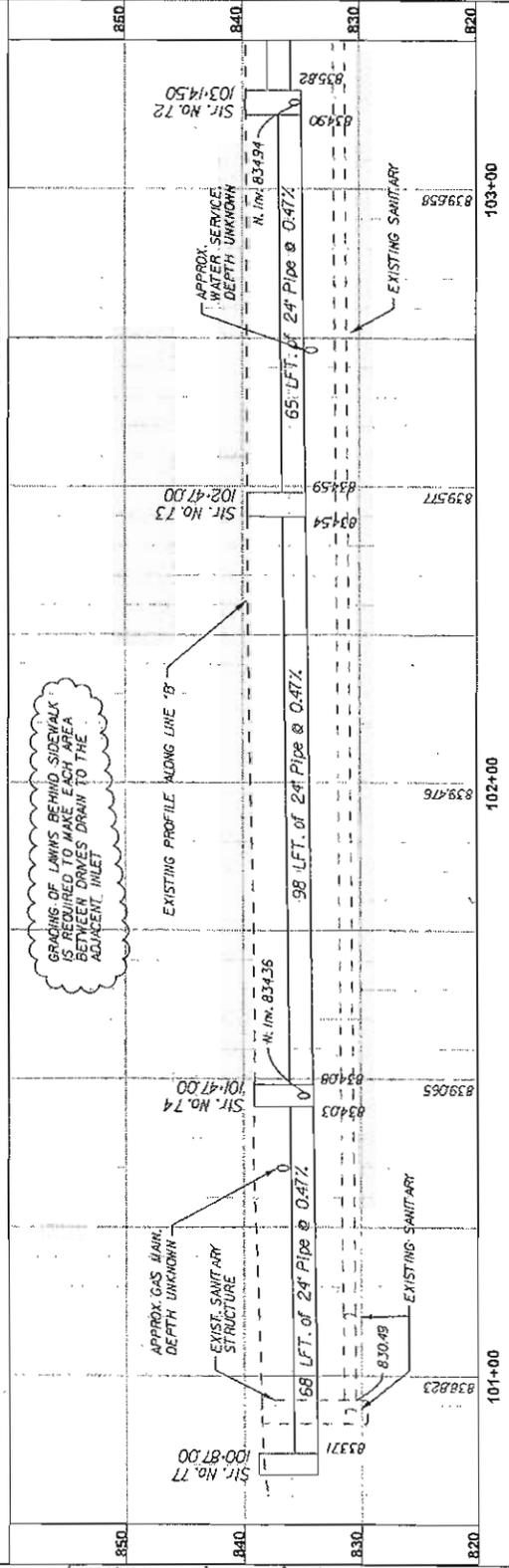
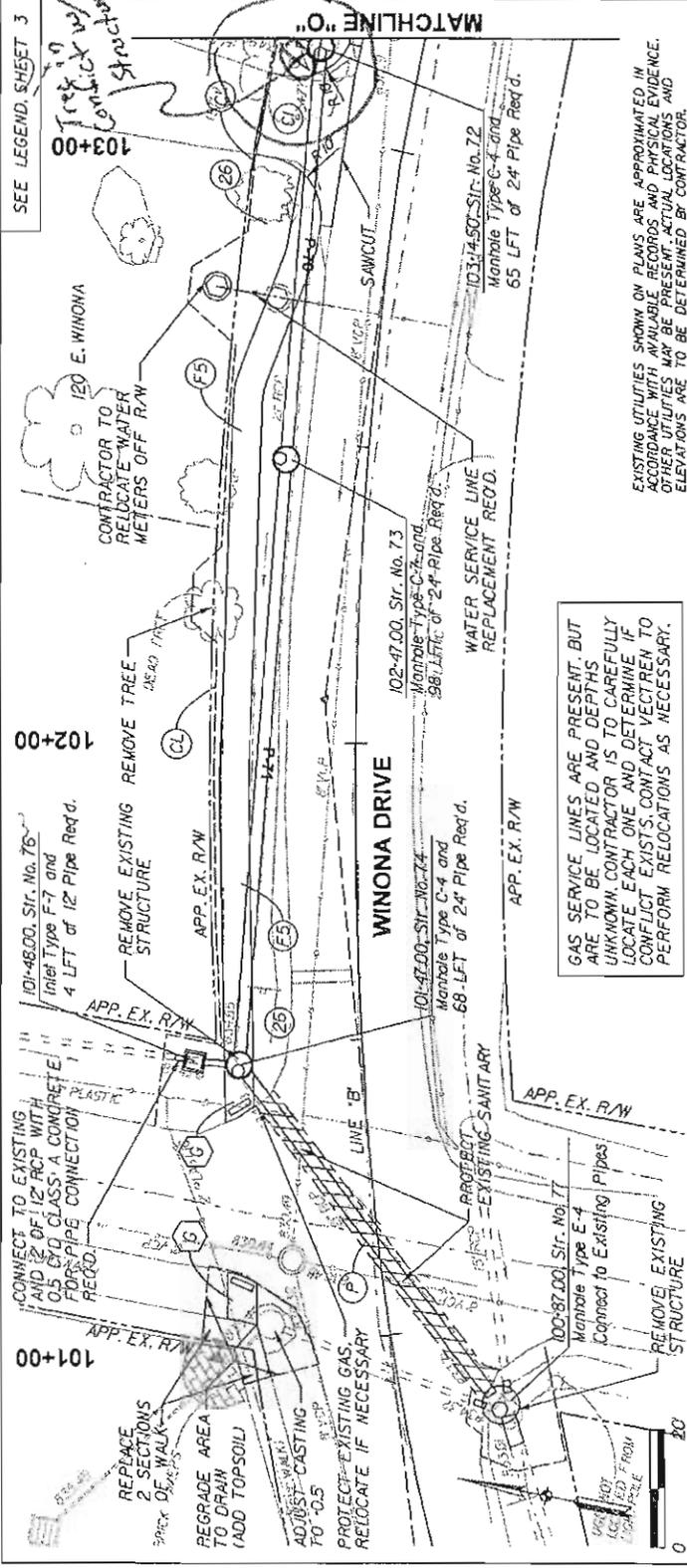
Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU
	Lift	8	\$43.75	\$350.00	\$42.00
Sum of RENT					\$106.92

SUBCONTRACTS

Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU
		0	0	\$0.00	0	
Sum of SUBCONTRACTS					\$0.00	\$0.00

TOTAL COST \$2,642.00
 TOTAL MU \$440.42
 BONDS / INSURANCE \$23.12
 TOTAL \$3,105.54

SEE LEGEND, SHEET 3



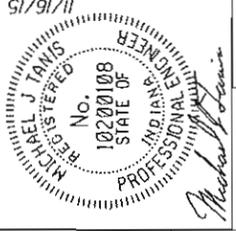
GAS SERVICE LINES ARE PRESENT BUT ARE TO BE LOCATED AND DEPTHS UNKNOWN. CONTRACTOR IS TO CAREFULLY LOCATE EACH ONE AND DETERMINE IF CONFLICT EXISTS. CONTACT VECTOR TO PERFORM RELOCATIONS AS NECESSARY.

GRADING OF LAWNS BEHIND SIDEWALK IS REQUIRED TO MAKE EACH AREA BETWEEN DRIVES DRAIN TO THE ADJACENT INLET

EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATED IN ACCORDANCE WITH AVAILABLE RECORDS AND PHYSICAL EVIDENCE. OTHER UTILITIES MAY BE PRESENT. ACTUAL LOCATIONS AND ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR.



PREPARED BY: [Signature]
 3221 Laurel Oak Drive
 Avon, Indiana 46113
 (317) 970-9672
 PROJECT NO. 1 130
 FILE NAME: [Blank]
 DATE: [Blank]
 REVISIONS: [Blank]
 DESCRIPTION: [Blank]



AUMAN AND NEWARK
 NEIGHBORHOOD IMPROVEMENTS
 OSWEGO ROAD AND WINONA DRIVE
 PLAN AND PROFILE

SHEET NO. 18

CITY OF CARMEL

TO: Calumet Civil Contractors, Inc.
4898 Fieldstone Drive
Whitestown, IN 46075

WORK DIRECTIVE CHANGE NO: 02
(REVISED
DATE: August 17, 2016
PROJECT NAME: Auman & Newark Neighborhood
Oswego Rd and Winona Dr. Sidewalk and Drainage
Improvements
PROJECT NO.:

Specification Reference _____

Drawing Reference: _____

DESCRIPTION OF WORK COVERED BY THIS DIRECTIVE CHANGE:

This WDC is necessary to add 3 New street lights along Oswego Road. They are to be installed at the intersections of Oswego and Nappanee, Oswego and Ute, Oswego and Winona. (The pricing was revised because it was unclear at the start of this process what was required from Duke Energy or the City of Carmel to complete the work) The new line item will be EWA "New Street Lights" 3, Each, \$11,189.23.

REASON FOR THIS ORDER: Owner Directive

AUTHORIZATION:

THIS WORK DIRECTIVE CHANGE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of **\$33,567.70** will be issued to you in the near future to cover this Work Directive Change.

PROJECT COMPLETION DATE: ~~ADD/DEDUCT/UNCHANGED~~ 14 DAYS.

By: Ch. Ory
Project Manager (Construction)

By: [Signature]
Resident Project Representative

By: _____
Administrator of Construction Services

CITY OF CARMEL

TO: Municipal & Contractors Sealing Products
 7740 Reinhold Drive
 Cincinnati, OH 45237

CONTRACT CHANGE ORDER NO.: 02
 DATE: _____
 PROJECT NAME: SW-16-08
 CITY REQ. NO.: _____
 CITY PO NO.: 34292
 CITY PO DATE: 8/17/2016



I. You are directed to make the following changes in this Contract:
See attached supplemental description.

	<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
07	Pipe Lining, 42" (Culvert 92) -29.0 LFT	-\$7,250.00	
14	Pipe Lining, 42" (Culvert 122) 2.0 LFT	\$2,250.00	0 Days
19	Pipe Lining, 60"x 33" (Culvert 128) 5.0 LFT	\$3,725.00	0 Days
	Location A	-\$7,857.10	0 Days
	Location C	\$9,408.91	0 Days
	Location D	\$9,240.80	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.: _____ W.D.C. No.: Other:

Scope changes due to unforeseen conditions – see supplemental description attached.

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

Contract Price prior to this Change Order **\$ 595,175.00**

Contract Price will be increased/decreased by this Change Order **\$ 9,517.61**

New Contract Price including this Change Order **\$ 604,692.61**

Contract Time Prior to this Change Order _____ Completion Date **11/1/2016**

Net increased/decreased resulting from this Change Order _____ Days

Current Contract Time including this Change Order _____ Completion Date **11/30/2016**

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

IWC Engineering
ENGINEER
135 N. Pennsylvania St., STE
2800

Address
Indianapolis, IN. 46204
City/State/Zip

By: [Signature]
Phone: 317-730-6365

Date: 10/31/16

The Above Changes Are
Accepted:

MCSP
CONTRACTOR
7740 Reinhold Dr.

Address
Cincinnati, OH 45237
City/State/Zip

By: [Signature]
Phone: (513) 383-6338

Date: 10/31/16

Approved:

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member

[Signature]
Jeremy Kashman, City Engineer

ATTEST:

Christina S. Pauley, Clerk-
Treasurer

Date: _____

CITY OF CARMEL
PROJECT SW-16-08
CHANGE ORDER NO. 2
SUPPLEMENTAL DESCRIPTION

1. Item #07 – Pipe Lining, 42” – Under run cost \$7,250.00
This under run was based on actual field measurements for work performed. The original bid item was for 180 lineal feet. Actual field measurements for lining performed measured 151.0 lineal feet. This was 16% under run.
2. Item #14 – Pipe Lining, 42” – Additional cost \$2,250.00
This additional cost is an over run of the original bid item. The original item was bid as approximately 40.0 lineal feet. Actual field verification was found to be approximately 42.0 lineal feet. The original bid price was \$1,125.00 per lineal foot. This a 5% over run of the original bid price.
3. Item #19 – Pipe Lining, 60” x 33” – Additional cost \$3,725.00
This additional cost is an over run of the original bid item. The original item was bid as approximately 45.0 lineal feet. Actual field verification was found to be approximately 50.0 lineal feet and the actual diameter of the pipe at bid was slightly inaccurate and will require an additional 3 inches of CIPP liner material over the entire length. The sub contractor was willing to call this an over run in order to simplify the cost. The original bid price was \$745.00 per lineal foot. This a 10.0% over run of the original bid price.
4. Location A – Cool Creek Circle (Original bid price - \$108,825.00)
This location required several scope changes post bid due to unforeseen change in conditions. The existing 37 inch x 33 inch was in an advance state of dilapidation requiring 170 lineal feet of open cut pipe installation with the associated granular backfill and labor in lieu of the proposed CIPP lining. Due to this change, two trees will require full removal including the stumps. The site will require additional surface restoration efforts which is included in these costs. The changes resulted in a credit to the contract of \$7,857.10. This is a 7% decrease for this location.
5. Location C – Lakeview Drive (Original bid price - \$148,685.00)
This location also required several scope changes post bid due to unforeseen conditions. The intersection point of the 36 inch and 12 inch pipes was found to have a previous point repair which required demolition in order to expose. The demolition work was tracked as time and material work in order to benefit the City. The original scope of work included a 48 inch manhole for this transition point, but the existing 36 inch pipe was identified in the bid documents as a 33 inch pipe. Due to the outside diameter of the two pipes combined, the 48 inch manhole needed to be upsized to a 60 inch manhole requiring additional material cost. The original item for the 33 inch CIPP lining was bid as approximately 353.0 lineal feet. Actual

field verification was found to be approximately 353.0 lineal feet of 36 inch pipe which means an additional 3 inches of CIPP liner material over the entire length. The sub contractor was willing to call this an over run in order to simplify the cost. The original item for the 12 inch pipe was 78 lineal feet but was field verified to actually be only 58 lineal feet. The original item for the 24 inch pipe at this location was 61 lineal feet but was field verified as 65 lineal feet which would result in an over run. The 30 inch pipe requiring CIPP lining for this site was field verified to have a collapse in the pipe, making it impossible to line, therefore open cut installation of 30 inch ADS pipe was proposed, which resulted in a deduction to the contract. All of these change will result in additional need for surface restoration which is included in these costs. Over all, the total deduction for this location totaled \$6245.00. The total addition for this location was \$9,408.91. The net increase is \$3163.91. This is a 2% increase for this location.

6. Location D – Pleasant View Drive (Original bid price - \$45,600.00)

This location required a change due to an unforeseen pipe diameter change in the existing line, making it not possible to be CIPP lined without like diameter pipes. A proposal to remove the existing 20 lineal feet of 21 inch pipe and replace it with 15 inch ADS pipe in order for the CIPP lining to take place is required. Also, the original bid identified the entire pipe run as 180 lineal feet but field measurements verified the pipe run to actually be 182 lineal feet resulting in an over run of 2 lineal feet or \$300.00 dollars. These changes will result in additional surface restoration which is included in these costs. The total cost additional to this location is \$9240.80. This is a 17% increase for this location.

Total Increase to the original award amount = \$9,517.61 or 1.6% overall cost increase.

	Bid Price	Change Order	Total Price	
Location 122	\$ 53,000.00	\$ 2,250.00	\$ 55,250.00	
Location 128	\$ 53,075.00	\$ 3,725.00	\$ 56,800.00	
Location A	\$ 108,825.00	\$ (7,857.10)	\$ 100,967.90	
Location C	\$ 148,685.00	\$ 9,408.91	\$ 158,093.91	
Location D	\$ 45,600.00	\$ 9,240.80	\$ 54,840.80	
location 65	\$ 127,660.00	\$ -	\$ 127,660.00	
location 92	\$ 58,330.00	\$ (7,250.00)	\$ 51,080.00	
	\$ 595,175.00	\$ 9,517.61	\$ 604,692.61	0.015991

\$ 76,000.00

\$ 500.00

1000

3625

3700

16000

8000



Municipal & Contractors Sealing Products
7740 Reinhold Dr. Cincinnati, Ohio 45237
Phone: (513) 482-3300 Fax: (513) 482-3309

October 5, 2016

CITY OF CARMEL

SMALL STRUCTURE PIPE LINING: CULVERTS 65, 92, 122 & 128 AND STORM SEWER LOCATIONS A, C & D
RE: REQUESTED SCOPE OF WORK CHANGE ORDER

CULVERT 122:

PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER: \$2,250.00

WAS ORIGINALLY IDENTIFIED AT 40 LF. FIELD MEASUREMENTS SHOW THE ACTUAL LENGTH OF THIS SEGMENT TO BE 42 LF. THIS ADDITIONAL LENGTH INCREASES THE TOTAL CONTRACT VALUE BY **\$2,250.00**

Bid Item 14 Increase by 2 lf

CULVERT 128:

PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER \$ 3,725.00

WAS ORIGINALLY IDENTIFIED AS 45LF OF 60"x33". FIELD MEASUREMENTS SHOW THIS PIPE TO BE 50 LF OF 58"x37". THE 60"x33" PIPE DIMENSIONS WOULD REQUIRE A 46" DIAMETER LINER, THE 58"x37" DIMENSIONS WOULD REQUIRE A 49" DIAMETER LINER. THE INCREASE TO THE DIAMETER OF THE REQUIRED LINER COUPLED WITH THE ADDITIONAL LENGTH INCREASES THE TOTAL CONTRACT VALUE BY = $5 \times 745 = \$3725.00$

Bid item 19 Increase by 5 lf

LOCATION A:

PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER: \$108825.00 to \$100,967.90 = \$7857.10 deduct

PRELIMINARY INSPECTION OF THE PIPE SHOWS A NUMBER OF POINT REPAIRS ARE NECESSARY.

1. WE WILL ONLY BE LINING 60 LF OF THIS SEGMENT.
2. REMOVE AND REPLACE 170 LF OF 37"x 33" CMP WITH 42" ADS HP PIPE
 - REMOVE TREE FOR ACCESS
 - BEDDING AND BACKFILL OF THE PIPE WITH ENGINEERED FILL & HAUL OFF EXCESS DEBRIS
 - BALANCE EXCESS DIRT ONSITE & GRADE FOR PROPER DRAINAGE TO THE CREEK & RESTORE AREA WITH SEED, MULCH & EROSION CONTROL BLANKETS
 - see Attached Document

LOCATION C:

PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER: \$9,408.91

- Due to heavy utilities we propose 30" ADS in Lieu of 30" RCP Deduct = \$3245.00
See attached Document
- EXCAVATE & REPAIR SECTION OF 30" CMP WHERE THERE IS A COLLAPSE AT LAKEVIEW DR IN ORDER TO SUCCESSFULLY INSTALL THE CIPP LINER
 - BALANCE EXCESS DIRT ONSITE, GRADE FOR PROPER DRAINAGE TO THE CREEK AND RESTORE AREA WITH SEED, MULCH & EROSION CONTROL BLANKET
 - THIS ADDITIONAL WORK INCREASES THE TOTAL CONTRACT VALUE BY **\$3,834.60**
 - See attached Document
- THE 12" SEGMENT AT THIS LOCATION WAS IDENTIFIED AS BEING 78 LF. FIELD MEASUREMENTS SHOW THE SEGMENT TO BE 58 LF. THIS CHANGE IN LENGTH DECREASES THE TOTAL CONTRACT VALUE BY **\$3,000.00**
 - Decrease in bid item 39 by 20 lf
- THE 24" SEGMENT AT THIS LOCATION WAS IDENTIFIED AS BEING 61 LF. FIELD MEASUREMENTS SHOW THE SEGMENT TO BE 65 LF. THIS INCREASE IN LENGTH INCREASES THE TOTAL CONTRACT VALUE BY **\$1,400.00**
 - Increase in bid item 40 by 4 lf
- THE SEGMENT ORIGINALLY IDENTIFIED AS BEING 353 LF OF 33" DIAMETER PIPE. FIELD MEASUREMENTS SHOW THE PIPE TO BE 353 LF OF 36" DIAMETER PIPE. THIS INCREASE IN DIAMETER INCREASES THE TOTAL CONTRACT VALUE BY **\$4,154.81 (Includes 10% mark up by specification)**
- demo and add 60 inch manhole **\$6264.50**
 - See attached Document



LOCATION D:

PROPOSED TOTAL SCOPE OF WORK CHANGE ORDER: **\$9240.80**

1. THE SEGMENT WAS ORIGINALLY IDENTIFIED AT 180 LF OF 15" PIPE. FIELD MEASUREMENTS SHOW THE ACTUAL LENGTH OF THE SEGMENT TO BE 182 LF OF 15" & 20" PIPE. THIS ADDITIONAL LENGTH INCREASES THE TOTAL CONTRACT VALUE BY **\$300.00**
 - a. **Increase in bid Item 50 by 2 lf**
2. REMOVE & REPLACE 20 LF OF 21" RCP WITH 15" RCP PIPE
 - BEDDING AND BACKFILL OF THE PIPE WITH ENGINEERED FILL & HAUL OFF EXCESS DEBRIS
 - BALANCE EXCESS DIRT ONSITE, GRADE FOR PROPER DRAINAGE TO THE CREEK AND RESTORE AREA WITH SEED, MULCH & EROSION CONTROL BLANKETS
 - THIS ADDITIONAL LENGTH INCREASES THE TOTAL CONTRACT VALUE BY **\$8,940.80**
 - See attached Document

0

Total Change Order
\$ 16,767.61

Location A-Sub - Cool Creek Drive **\$ 30,297.00**

- a. Prepare access in and out at both ends of the culverts (Line item 29 and 30)
- b. Setup temporary traffic control and maintain during the rehabilitation (line item 38)
- c. Clearing and hauling offsite for access as needed (line item 36)
- d. Prepare ends for CIPP Lining-#8 stone subgrade (line item 34)
- e. Pull CIPP liner through and /or equipment support at both ends (part of line item 28)
- f. Dewater check dams as needed (line item 33)
- g. Place geotextile and rip rap embankment and restore area with seed and mulch (line item 31 and 32)

1. Location A-Option 2-Remove and replace pipe-Cool Creek Drive **\$ 42,504.00**

Scope of Work for Change Order (ADD) –Concrete Saddle Connection from CIPP to ADS

- a. Remove and Replace 140 LF of 37" x 33" CMP with 42" ADS HP pipe
- b. Remove tree for access
- c. Concrete Saddle(Transition point for CIPP to New Pipe to Creek
- c. Bedding and backfill of the pipe with engineered fill
- d. Haul off excess dirt and debris
- e. Balance excess dirt onsite and grade for proper drainage to the creek
- f. Grade and restore area with seed and mulch and erosion control blankets
 - 1. Labor \$ 18,675.00
 - a.Manhours 139.22 Manhours x 83.65/Hr = \$11,645.00
 - b.Equipment 308 Cat 7.1 Hrs x 75.00/Hr = \$ 533.00
 - c.Equipment 314 Cat 19.20 Hrs x 85.00/Hr= \$ 1,632.00
 - d, Skidsteer LS 180 19.20 Hrs x 54.00/Hr = \$ 1,037.00
 - e.Transport Truck/Trailer 4 Hrs x 65.00/Hr= \$ 260.00
 - e.Tool Trailer 19.20 Hrs x 35.00/Hr = \$ 480.00
 - f.Misc Small Tools 19.20 Hrs x 60/Hr = \$ 1,152.00
 - g.Triaxle Dumptruck 17.60 Hrs x 110.00/Hr = \$ 1,936.00
 - Material \$ 23,849.00
 - a.42" ADS N12 = \$ 8,444, 00
 - b.#8 Stone and Granular Bedding = \$ 3,839.00
 - c.Dumpster's = \$ 1,250.00
 - d,Concrete/Grout 6 CY = \$ 1,131.00
 - e.Seeding and EC Blankets = \$ 2,912.00
 - f.Lawn Maintenance (1 Yr Warranty) = \$ 900.00
 - f.Tool Trailer 19.20 Hrs x 35.00/Hr = \$ 480.00
 - g.Misc Small Tool 19.20 Hrs x 60/Hr = \$ 1,151.00
 - h.Tree Removal = \$ 1,500.00
 - i. Hydroexcavate Utilities 8Hrs x 280.00/Hr = \$ 2,240.00

3. Insituform CIPP 60 If
249.80*60= 14,988

4. Video 2,000

5. mobilization 2,000

Total price \$91,789.00

Contractor 10% \$ 9,178.90

Total Price 100,967.90

2. Location C-Replace 30" RCP with 30" ADS HP pipe-Lakeview Drive <\$ 3,245.00>

Scope of Work for Change Order (DEDUCT):

a. Due to heavy utilities we propose using 30" ADS HP in lieu of 30" RCP

- Material <\$ 3,245.00>

3. Location C-Repair pipe collapse-Lakeview Drive \$ 3,834.60

Scope of Work for Change Order (ADD):

a. Excavate and repair section of 30" CMP back to round in order to CIPP

b. Balance excess dirt onsite and grade for proper drainage to the creek

c. Grade and restore area with seed and mulch and erosion control blankets

- Labor

a. Mahours	24.8 Manhours x 83.65/Hr	=	\$ 2,075.00
b. Equipment	308 Cat 8 Hrs x 75.00/Hr	=	\$ 600.00
c. Skidsteer	LS 180 8 Hrs x 54.00/Hr	=	\$ 432.00

- Material

a. Seeding and EC Blankets	=	\$ 379.00
contractor mark up	=	\$ 348.60

4. Location C-Demo. Intersection-48">60" Str.-Lakeview Drive \$ 6264.50

Scope of Work for Change Order (ADD):

a. Remove concrete cap poured over the existing 30" and 12" and haul off

b. Install a 60" Manhole in lieu of a 48" Manhole

- Labor

a. Mahours	22.88 Manhours x 83.65/Hr	=	\$ 1,914.00
b. Equipment	Lull 8 Hrs x 85.00/Hr	=	\$ 680.00
c. Hammer Attachment	450/Day	=	\$ 450.00
c. Skidsteer	LS 180 8 Hrs x 54.00/Hr	=	\$ 432.00
d. Triaxle Dumptruck	4 Hrs x 110.00/Hr	=	\$ 440.00
e. Dumpfee		=	\$ 55.00

- Material

a. Seeding and EC Blankets	=	\$ 379.00
b. Precast Material 48" to 60" Manhole+Pipe	=	\$ 1,345.00
contractor mark up	=	\$ 569.50

5. Location D- Remove and replace pipe-Pleasant View Drive Drive \$ 8,940.80

Scope of Work for Change Order (ADD):

- a. Remove and Replace 20 LF of 21" RCP with 15" RCP pipe
- b. Haul off Debris
- c. Bedding of the pipe with engineered fill
- d. Haul off excess debris
- e. Balance excess dirt onsite and grade for proper drainage to the creek
- f. Grade and restore area with seed and mulch and erosion control blankets

- Labor

a. Manhours	31.13 Manhours x 83.65/Hr	=	\$ 2,604.00
b. Equipment	308 Cat 16 Hrs x 75.00/Hr.	=	\$ 1,200.00
c. Skidsteer	LS 180 16 Hrs x 54.00/Hr.	=	\$ 864.00
d. Triaxle Dump truck	4 Hrs x 110.00/Hr.	=	\$ 440.00
e. Dumpfee		=	\$ 55.00

- Material

a. Seeding and EC Blankets	=	\$ 1,680.00
b. #8 Stone and Granular Bedding	=	\$ 540.00
c. Pipe Material	=	\$ 745.00

contractor markup

= \$ 812.80



Shaun M. Niles
Project Manager
2130 Stout Field West Drive
Indianapolis, IN 46241

Tel: 317-489-3867
Fax: 317-489-3872
www.insituform.com

October 11, 2016

Drew O'Connor
Municipal & Contractors Sealing Products
7740 Reinhold Drive
Cincinnati, Ohio 45237

RE: 126554 Carmel, IN Change Order 1

Drew,

The attached Design Thickness Calculation sheet shows the required minimum thickness for the pipe segment at Location C increasing from 11.8mm to 12.9mm with the increase in diameter from 33" to 36". Insituform can manufacture CIPP liners in 1.5mm increments beginning at 4.5mm. In choosing a liner thickness to install we must also allow a tolerance of 0.8mm to account for the potential for stretch of the liner during installation. As originally spec'd, the 33" liner had a minimum design thickness of 11.8mm. Insituform can manufacture a 12.0mm liner however the difference between the 12.0mm liner and the 11.8mm minimum design thickness does not allow a tolerance of 0.8mm for potential loss of thickness due to stretch during the installation process. These pipe segments at Location C were intended to be installed as 33" x 13.5mm. At a 36" diameter the minimum design thickness increases to 12.9mm. Again, allowing for 0.8mm tolerance for stretch during installation, this liner would be manufactured at 15.0mm. The liner at this location has increased from 33"x13.5mm to 36"x15.0mm representing a 9% increase in diameter and an 11% increase in thickness. This increased volume in felt liner is also accompanied by a 10% increase the volume of resin required to adequately saturate the liner in preparation for installation and curing. The unit price for purchase and installation of this liner as 33"x13.5mm was \$125.80. Increasing the size of the liner to 36"x15.0mm raises the unit price per linear foot to \$136.50, an 8.5% increase.

Sincerely,

A handwritten signature in black ink, appearing to read "Shaun M. Niles", written over the word "Sincerely,".

Shaun M. Niles
Insituform Technologies USA, LLC.
Project Manager, Indiana Operations

Client: MCSP
 Project: Carmel IN Small Structure Pipe Lining
 Location: IN

COMPOSITE PHYSICAL PROPERTIES		Only cells in this color require entry
RESIN		
Flexural Modulus:	400,000 psi	
Flexural Strength:	4,500 psi	
Flexural Modulus Retention to Account for Long-term Effects:	50 %	
Safety factor	2	
K - enhancement factor =	7	
v - Poisson's Ratio =	0.3	
(0.3 typical for Insituform CIPP)		
Soil Density	120 lbs/ft ³	

FIELD INPUT

Manhole	Diameter	Existing Pipe Condition	Ovality	Length	Depth invert	Groundwater invert	Soil Modulus	Live Load		Minimum Design Thickness
Upstream		PD or FD	%	ft	ft	ft	psi	Street or HWY	RR	mm
Location	C	FD	5	353	5	5.00	1000	16000	0	11.8

FIELD INPUT

Manhole	Diameter	Existing Pipe Condition	Ovality	Length	Depth invert	Groundwater invert	Soil Modulus	Live Load		Minimum Design Thickness
Upstream		PD or FD	%	ft	ft	ft	psi	Street or HWY	RR	mm
Location	C	FD	5	353	5	5.00	1000	16000	0	12.9

CITY OF CARMEL

TO: Lucas Clark
Rieth-Riley Construction Co., Inc.
P.O. Box 276
1751 W. Minnesota St.
Indianapolis, IN 46206

CONTRACT CHANGE ORDER NO.: 1
DATE: 11/23/16
PROJECT NAME: Spring Mill Road Reconstruction /
Proj. # 16-ENG-52
CITY REQ. NO.: _____
CITY PO NO.: _____
CITY PO DATE: _____



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

- *Deletion of (1) Detention Outfall Structure, D (\$8,666.12)
- *Addition of (1) Detention Outfall Structure, T (\$8,332.94) – Item #143U

*The deletion of the originally planned (D) structure and addition of the new (T) structure are required per Construction Change No. 1. This Construction Change was created to relocate the Storm Quality Treatment Unit, Str. #332A, to a location more accessible to the City of Carmel.

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order:

- *Construction Change #1
- *Detention Outfall Structure, T Pricing as submitted by Rieth-Riley Construction Co., Inc.

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

Contract Price prior to this Change Order	\$ <u>8,592,091.16</u>
Contract Price will be increased /decreased by this Change Order	\$ <u>333.18</u>
New Contract Price including this Change Order	\$ <u>8,591,757.98</u>
Contract Time Prior to this Change Order _____ Days _____ Completion Date	
Net increased/decreased resulting from this Change Order _____ Days	
Current Contract Time including this Change Order _____ Days _____ Completion Date	

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

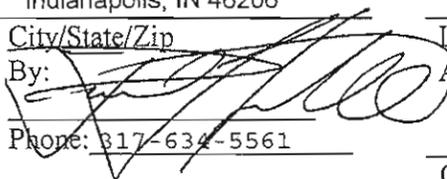
The Above Changes Are
Recommended

The Above Changes Are
Accepted:

Approved:

United Consulting
ENGINEER
1625 N. Post Road
Address
Indianapolis, IN 46219
City/State/Zip
By: Bret D. Smiley
Phone: 317.724.5582

Date: 11/29/2016

Rieth-Riley
CONTRACTOR
1751 W. Minnesota Street
Address
Indianapolis, IN 46206
City/State/Zip
By: 
Phone: 317-634-5561

Date: 11/29/16

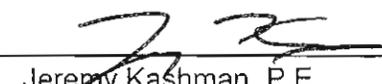
James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member

ATTEST:

Christine S. Pauley, Clerk-
Treasurer


Jeremy Kashman, P.E.,
City Engineer

Date: _____

RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

November 14, 2016

Bret Smiley
United Consulting
Construction Manager
1625 N. Post Road
Indianapolis, IN 46219

SENT VIA ELECTRONIC MAIL ONLY:

Bret.Smiley@ucindy.com

**RE: Spring Mill Road Improvements
City of Carmel Project No. 16-ENG-27 & 16-SW-07
Rieth-Riley Project No. 3200671**

Dear Mr. Smiley,

Pursuant to the issuance of Construction Change #1, Rieth-Riley Construction is proposing a unit price of \$8,332.94 each for the added Detention Outfall Structure T pay item. A detailed breakdown of this pricing is attached on the following pages.

Please call with any questions.

Thanks

Lucas S. Clark

Lucas S. Clark
Project Manager
RIETH-RILEY CONSTRUCTION CO., INC.

cc: Eric McKinley
Mike Jaskela



RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 11/14/16 Work Performed:
 CONTRACT: PROJECT: Spring Mill Road Reconstruction
 FORCE ACCOUNT/EXTRA WORK FOR: Added Detention Outfall Structure T

LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.49	\$0.00
CARPENTER FOREMAN				0.00	\$28.99	\$0.00
COMBINATION				0.00	\$29.01	\$0.00
FINISHER				0.00	\$25.62	\$0.00
FOREMAN	10.00			10.00	\$34.15	\$341.50
LABORER	20.00			20.00	\$23.62	\$472.40
MECHANIC	20.00			20.00	\$33.15	\$663.00
OPERATOR (103)				0.00	\$33.15	\$0.00
OPERATOR (841)				0.00	\$31.80	\$0.00
OPERATOR OILER (103)				0.00	\$30.51	\$0.00
QA TECH				0.00	\$23.62	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$43.10	\$0.00
TEAMSTER				0.00	\$27.91	\$0.00

TOTAL LABOR \$1,476.90 (2)
 FICA 7.50 % x LINE (2) \$110.77 (3)

FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	x	\$18.20	=	\$0.00
CARPENTER FOREMAN	0.00	x	\$18.20	=	\$0.00
COMBINATION	0.00	x	\$14.91	=	\$0.00
FINISHER	0.00	x	\$13.96	=	\$0.00
FOREMAN	10.00	x	\$17.06	=	\$170.60
LABORER	20.00	x	\$13.96	=	\$279.20
MECHANIC	20.00	x	\$17.06	=	\$341.20
OPERATOR (103)	0.00	x	\$17.06	=	\$0.00
OPERATOR (841)	0.00	x	\$19.51	=	\$0.00
OPERATOR OILER (103)	0.00	x	\$17.06	=	\$0.00
QA TECH	0.00	x	\$13.96	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	x	\$10.95	=	\$0.00
TEAMSTER	0.00	x	\$14.91	=	\$0.00

TOTAL FRINGES \$791.00 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$84.48 (5)
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$85.66 (6)
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$56.86 (7)
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$5.91 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$2,611.57 (10)
 20 % x LINE (10) \$522.31 (11)
 GRAND TOTAL LABOR LINES (10) + (11) \$3,133.89 (12)

MATERIAL 109.05 (b)(3)

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
P	Type 14 Casting	1.00	EA	\$ 1,109.76	\$ 1,109.76
P	Custom T Inlet	1.00	EA	\$ 775.00	\$ 775.00
p	Concrete for Invert/Collar	3.00	CY	\$ 100.00	\$ 300.00
P	Orifice Plate & Hardware	1.00	EA	\$ 600.00	\$ 600.00
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED	\$2,784.76	(18)
MATERIALS MANUFACTURED	\$0.00	(19)
TOTAL: LINE (18) + (19)	\$2,784.76	(20)
12 % x LINE (20)	\$334.17	(21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21)	\$3,118.93	(22)

EQUIPMENT 109.05 (b)(4)

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
	Hoe	\$94.65	10.00	\$946.50
	Loader	\$60.00	10.00	\$600.00
	Formen Truck	\$22.18	10.00	\$221.80
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT	\$1,768.30	(23)
TOTAL TRUCKING	\$0.00	(24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS	\$0.00	(25)
TOTAL LINES (23) + (24) + (25)	\$1,768.30	(26)
12 % x LINE (26)	\$212.20	(27)
GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27)	\$1,980.50	(28)

SUBCONTRACTORS 109.05 (b)(6)

DESCRIPTION	AMOUNT

TOTAL SUBCONTRACT WEEK ENDING	\$0.00	(29)
10 % x LINE (30) \$3,000.00 OR LESS	\$0.00	(31)
7 % x LINE (30) OVER \$3,000.00	\$0.00	(32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32)	\$0.00	(33)

TOTAL OF WORK COMPLETED FOR THE WEEK

TOTAL LINES (12), (17), (22), (28) & (33)	\$8,233.32	(34)
1.1 % OF BOND RATE BASED UPON LINE (34)	\$90.57	(35)
10 % x LINE (35)	\$9.06	(36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36)	\$8,332.94	(37)

Lucas Clark

From: Melanie Lembo <Melanie.Lembo@countymaterials.com>
Sent: Tuesday, October 25, 2016 11:43 AM
To: Lucas Clark; Steve Smart
Subject: RE: STR 330

The cost of this structure is \$755.00.

Feel free to call or email with any questions or concerns you might have.

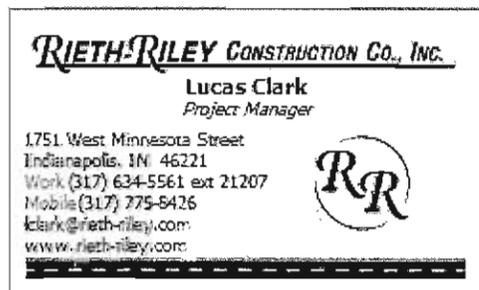
C. Melanie Lembo
Technical Administrator



2050 South Harding Street
(317) 262-4920 (direct)
(877)249-1374 (fax)
countymaterials.com

From: Lucas Clark [mailto:lclark@rieth-riley.com]
Sent: Tuesday, October 25, 2016 10:41 AM
To: Steve Smart; Melanie Lembo
Subject: FW: STR 330

PS, How much is this going to cost?



Cell: 317-775-8426

From: Lucas Clark
Sent: Tuesday, October 25, 2016 11:38 AM
To: 'Melanie Lembo' <Melanie.Lembo@countymaterials.com>
Subject: FW: STR 330

Go with it. No adjustment is fine. Are you done yet?

Lucas Clark

From: Stacy Tobin <Stacyt@utilpipe.com>
Sent: Wednesday, October 19, 2016 11:13 AM
To: Lucas Clark
Subject: RE: Low Rise Type 14 Casting

Importance: Low

Freight \$150.00

+ FREIGHT AS WELL.

From: Stacy Tobin
Sent: Wednesday, October 19, 2016 11:23 AM
To: 'Lucas Clark' <lclark@rieth-riley.com>
Subject: RE: Low Rise Type 14 Casting

COST IS \$959.76

Stacy Tobin
Inside Sales



2821 N. Catherwood Ave, Indianapolis, IN 46219
P: 317-224-2300 | D: 317-224-2307 | F: 317-224-2301
stacyt@utilpipe.com | www.utilitypipesales.com

"Providing The Flow, Above & Below"

From: Lucas Clark [<mailto:lclark@rieth-riley.com>]
Sent: Wednesday, October 19, 2016 8:40 AM
To: Stacy Tobin <Stacyt@utilpipe.com>; Vince Redding <vincer@utilpipe.com>
Subject: RE: Low Rise Type 14 Casting

Cost?

Get [Outlook for Android](#)

From: Stacy Tobin <Stacyt@utilpipe.com>
Sent: Wednesday, October 19, 2016 8:23:54 AM
To: Lucas Clark; Vince Redding
Subject: RE: Low Rise Type 14 Casting

Lucas Clark

From: Nick Drew <Nick@PHDrew.com>
Sent: Friday, November 11, 2016 4:21 PM
To: Lucas Clark
Subject: RE: Orifice Plates Spring Mill Road

Lucas,

The lump sum price of the 10 stainless steel 304 domestic plates with certs is \$3,175.00. And the lead time is 1 week.

Thank you,

Nick

\$3,175.00/6 = 529.17 Plus hardware

From: Lucas Clark [mailto:lclark@rieth-riley.com]
Sent: Thursday, November 10, 2016 4:42 PM
To: Nick Drew
Subject: Orifice Plates Spring Mill Road
Importance: High

Nick,

The attached PDF details orifice plates I need made for my spring mill road job.

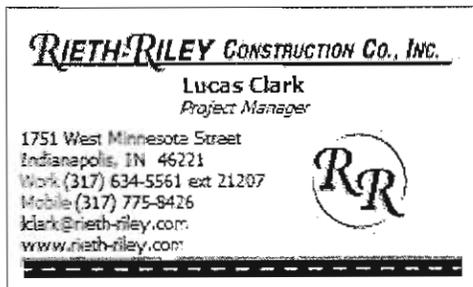
For 12" pipe sized I need 2 individual plates (24"x24"x3/8" Stainless) with the openings per the table

For 27" pipe size I need 1 single (42"x42"x3/8 Stainless) plate with openings per the table

Let's set the holes 3" up from the bottom side of the plate.

How fast can you make these and how much is it going to cost?

Thanks



Cell: 317-775-8426

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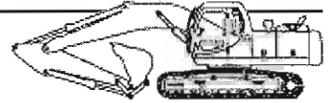


Rental Rate Blue Book®

April 21, 2016

Caterpillar 320D L (disc. 2012)

Crawler Mounted Hydraulic Excavators



Size Class:

Operating Weight 21.1 - 24.0 MTons

Weight:

47,554 lbs.

Configuration for 320D L

Power Mode	Diesel	Bucket Capacity - Heaped	1.18 cy
Operating Weight	21.6 t	Net Horsepower	148.0 hp

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$8,110.00	\$2,270.00	\$570.00	\$86.00	\$48.25	\$94.33
Adjustments						
Region (Indianapolis: 100.7%)	\$56.77	\$15.89	\$3.99	\$0.60		
Model Year (2012: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$8,166.77	\$2,285.89	\$573.99	\$86.60	\$48.25	\$94.65

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	\$2,919.60 / mo
Overhaul (ownership)	51%	\$4,136.10 / mo
CFC (ownership)	6%	\$486.60 / mo
Indirect (ownership)	7%	\$567.70 / mo
Fuel (operating) @ \$3.46	45%	\$21.51 / hr

Revised Date: 2nd Half 2015

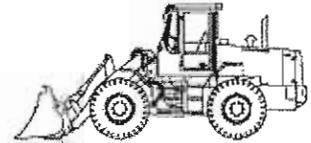
Rental Rate Blue Book®
Caterpillar 938H (disc. 2012)

4-Wd Articulated Wheel Loaders

Size Class:

Net Hp 175 - 199 HP

Weight:

33,190 lbs.

Configuration for 938H

Power Mode	Diesel	Bucket Capacity - Heaped	3.65 cy
Net Horsepower	172.0 hp	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$5,715.00	\$1,600.00	\$400.00	\$60.00	\$35.40	\$67.87
Adjustments						
Region (Indianapolis: 100.4%)	\$22.86	\$6.40	\$1.60	\$0.24		
Model Year (2012: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$5,737.86	\$1,606.40	\$401.60	\$60.24	\$35.40	\$68.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$2,343.15 / mo
Overhaul (ownership)	41%	\$2,343.15 / mo
CFC (ownership)	7%	\$400.05 / mo
Indirect (ownership)	11%	\$628.65 / mo
Fuel (operating) @ \$3.46	54%	\$19.16 / hr

Revised Date: 2nd Half 2015



Rental Rate Blue Book®

April 12, 2016

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:

Net Hp 200 - 299 HP

Configuration for On-Highway Light Duty Trucks

Horsepower	285	Power Mode	Gasoline
Cab Type	Conventional	Axle Configuration	4X2
Ton Rating	3/4	Horsepower	285.0

Blue Book Rates

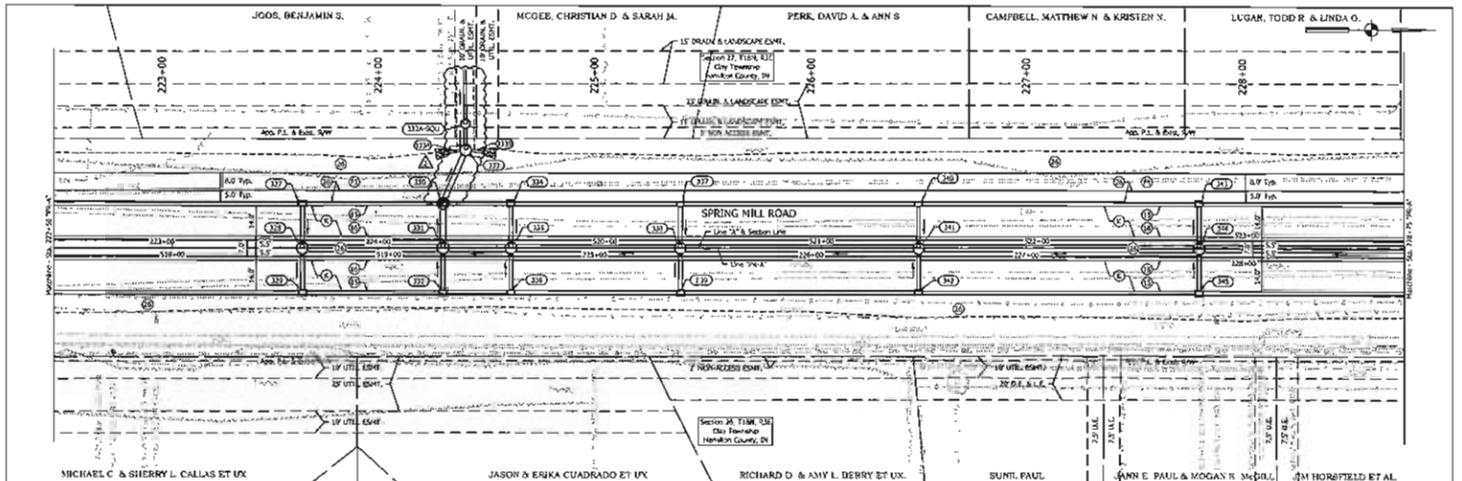
** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$655.00	\$185.00	\$46.00	\$7.00	\$18.75	\$22.47
Adjustments						
Region (Indianapolis: 100.7%)	\$4.58	\$1.29	\$0.32	\$0.05		
Model Year (2005: 91.4%)	(\$56.72)	(\$16.02)	(\$3.98)	(\$0.61)		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$602.86	\$170.27	\$42.34	\$6.44	\$18.75	\$22.18

Rate Element Allocation

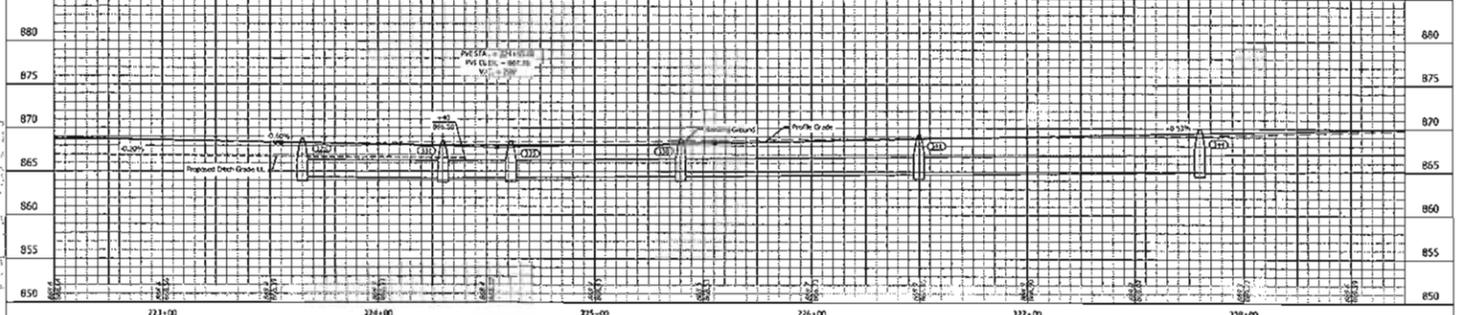
Element	Percentage	Value
Depreciation (ownership)	56%	\$366.80 / mo
Overhaul (ownership)	27%	\$176.85 / mo
CFC (ownership)	7%	\$45.85 / mo
Indirect (ownership)	10%	\$65.50 / mo
Fuel (operating) @ \$2.82	81%	\$15.27 / hr

Revised Date: 2nd Half 2015



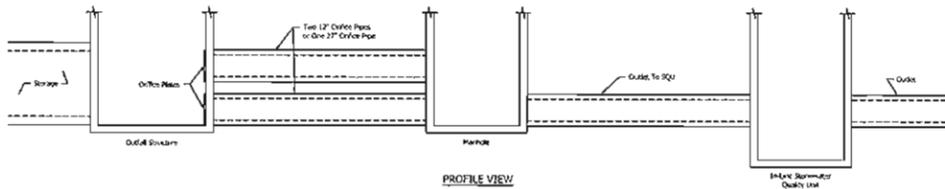
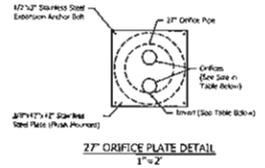
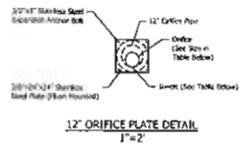
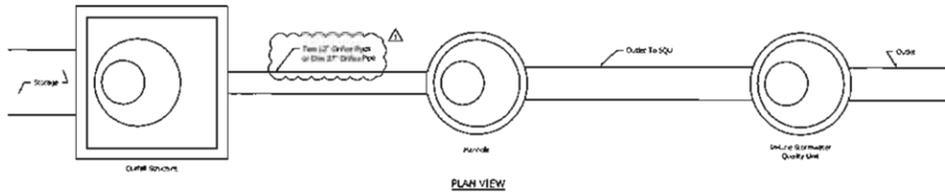
LEGEND

① PCOP for Approaches, 6" on Subgrade Treatment, Type II	② HMA for Approaches, 180 A/SMA HMA Surface, Type "C", on 110 A/SMA HMA Intermediate, Type "C", on 110 A/SMA HMA Base, Type "C", on 110 A/SMA HMA Subgrade, Type "B"	③ Asphalt, 4" on 4" Compacted Aggregate, No. 55, Base	④ 180 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑤ 180 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑥ HMA for Widening, 180 A/SMA HMA Surface, Type "C", on 110 A/SMA HMA Intermediate, Type "C", on 110 A/SMA HMA Base, Type "C", on 110 A/SMA HMA Subgrade, Type "B"	⑦ Curb & Gutter, Type II	⑧ Concrete Center Curb, Type D
⑧ PCOP for Approaches, 7" on Subgrade Treatment, Type II	⑨ 110 A/SMA HMA Surface, Type "C", on 110 A/SMA HMA Intermediate, Type "C", on 110 A/SMA HMA Base, Type "C", on 110 A/SMA HMA Subgrade, Type "B"	⑩ 110 A/SMA HMA Surface, Type "A" on 110 A/SMA HMA Intermediate, Type "A" on 110 A/SMA HMA Base, Type "A" on 110 A/SMA HMA Subgrade, Type "A"	⑪ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑫ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑬ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑭ Curb & Gutter, Type III	⑮ Manure Sliding
⑯ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑰ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑱ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑲ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	⑳ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	㉑ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	㉒ Full Curb	㉓ Cast Pave, Concrete
㉔ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	㉕ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	㉖ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	㉗ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	㉘ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	㉙ 110 A/SMA HMA Surface, Type "C" on 110 A/SMA HMA Intermediate, Type "C" on 110 A/SMA HMA Base, Type "C" on 110 A/SMA HMA Subgrade, Type "B"	㉚ Integral Center Curb	㉛



<p>△ Excavate Plan & Profile</p> <p>△ Retain Plan & Profile</p>		<p>1100 N. First Street #118 Springfield, VA 22151 Phone: (541) 409-9100 Fax: (541) 409-9106 www.unicoh.com</p>		<p>APPROVED FOR APPROVAL: <i>W. R. Lee</i></p> <p>DESIGNED: MEL DRAWN: JBE DATE: 6/14/11</p> <p>CHECKED: SBC C-PROJECT: SBC</p>	<p>CITY OF CARMEL SPRING MILL ROAD FROM 111TH TO MAIN</p> <p>PLAN & PROFILE LINE "PR-A"</p>	<table border="1" style="font-size: small;"> <tr> <td>HORIZONTAL SCALE</td> <td>1" = 20'</td> </tr> <tr> <td>VERTICAL SCALE</td> <td>1" = 5'</td> </tr> <tr> <td>SURVEY BOOK</td> <td>52</td> </tr> <tr> <td>CONTRACT</td> <td>121-290</td> </tr> <tr> <td>PROJECT</td> <td>16-05-11</td> </tr> </table>	HORIZONTAL SCALE	1" = 20'	VERTICAL SCALE	1" = 5'	SURVEY BOOK	52	CONTRACT	121-290	PROJECT	16-05-11
HORIZONTAL SCALE	1" = 20'															
VERTICAL SCALE	1" = 5'															
SURVEY BOOK	52															
CONTRACT	121-290															
PROJECT	16-05-11															

See Plat No. 1 sheets for Right Of Way information. Line "PR-A" to be continued. All proposed construction information is described from Line "PR-A" unless otherwise noted.



STN. NO.	PVC COORDINATES	ORIFICE 1		ORIFICE 2	
		DIAMETER	INVERT	DIAMETER	INVERT
173	(7) 12"	7.75"	837.91	9"	845.48
208	(2) 12"	5"	846.63	4"	850.75
272	(2) 12"	5"	842.70	4"	849.28
295	(1) 27"	4"	848.33	6"	843.73
324A	(2) 12"	6"	848.14	8"	853.14
344-312	(1) 27"	5"	844.16	9"	853.35

▲ Revised Outfall Structure Details
 ▲ Revised Detention Outfall Structure Data Table



JAMES N. Pool Road
 Indianapolis, IN 46219
 Phone: 317-452-2265
 Fax: 317-452-2266
 www.unitedcon.com

APPROVED FOR APPROVAL: *W.R.H.*
 DESIGNER: DATE: _____
 CHECKED: _____
 DATE: _____

CITY OF CARMEL
 SPRING MILL ROAD FROM 111TH TO MAIN
 OUTFALL STRUCTURE DETAILS

HORIZONTAL SCALE	VERTICAL SCALE	AS SHOWN	AS SHOWN
1" = 20'	1" = 4'	AS SHOWN	AS SHOWN
SHEET NO.		87	1 OF 1
CONTRACT NO.		16-028-53	

RESOLUTION NO. BPW 12-21-16-02

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF CARMEL, INDIANA, APPROVING THE TRANSFER AND
PRESENTATION OF PISTOL AND BADGE**

WHEREAS, pursuant to IC 5-22-22-6, the Board of Public Works and Safety of the City of Carmel, Indiana ("Board"), may transfer to another certain personal property; and

WHEREAS, Officer Marc A. Klein has provided 19 years of meritorious service to the Carmel community as a Carmel City Police Officer, and twenty-one years overall as a police officer, and will be retiring on January 3, 2017 and

WHEREAS, it has been a long-standing policy and practice of the Carmel Police Department to present to each of its sworn officers, upon retirement, their badge and firearm.

NOW, THEREFORE, BE IT RESOLVED by the Board, as follows:

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

Section 2. The following items may be transferred and presented to Officer Marc A. Klein upon his retirement, at the direction of the Chief of Police:

Officer Klein's Service Weapon, Glock Model 22, 40 Cal. Pistol and Carmel Police Department Badge/marked "Retired."

SO RESOLVED.

PASSED by the Board of Public Works and Safety of the City of Carmel, Indiana, this ____ day of _____, 2016, by a vote of _____ ayes and _____ nays.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety ("Board")

By: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Christine Pauley, Clerk-Treasurer
Date: _____

Resolution No. 12-21-16-02
Page Two of Two Pages

This Resolution was prepared by Jon Oberlander, Carmel Assistant City Attorney, on 12/12/16 at 11:50 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.



CITY OF CARMEL

JAMES BRAINARD, MAYOR

December 5, 2016

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

RE: LANE RESTRICTION - 2 LOCATIONS – 126TH & GRAY ROAD / 136TH & GRAY ROAD – DUKE ENERGY

Dear Board Members:

Mr. Jason Keenan, Duke Energy, is request approval for lane restrictions of Gray Road at the intersections of 126th Street and 136th Street for the relocation of transmission facilities in association with the construction of roundabouts scheduled at the locations.

The lane restriction of Gray Road at 136th Street will be in both the north and south bound lanes of Gray Road, north and south of 136th Street. Lane restriction of Gray Road at the 126th Street will be in the north bound lane only, north of the intersection. (Exhibits attached) The 126th Street location will take approximately 1 to 2 days for completion. The 136th Street location is scheduled for 2 weeks of working periods. Traffic in both directions will be maintained at each intersection during the working hours.

Work is scheduled to begin January 15, 2017.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane restriction shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- Any damage to the existing improvements within the right of way of Gray Road, 126th Street and 136th Street shall be restored to the satisfaction of the City when work is completed.
- Traffic shall be maintained at all times during the work hours. A minimum 10' lane around the working lane restriction area shall be provided at all times.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to east/west turning lanes from Gray Road at each location shall be maintained at all times.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\CLOSURES\DUKELANERESTRICTIONGRAYROAD126&136STREET.DOC



9/23/2016

To: City of Carmel – Department of Engineering
Attention: Caleb Warner
One Civic Square
Carmel, IN 46032

From: Duke Energy
Attention: Jason Keenan (WP 922)
1000 East Main Street
Plainfield, IN 46168

Subject: Duke Energy Relocation of Transmission Facilities at 136th Street and Gray Road, Carmel, IN

Duke Energy request to relocate facilities within road right-of-way near 136th Street and Gray Road as shown in the accompanying drawing. Along Gray Road there potential needs partially block traffic flow. Any necessary repairs will be completed as described in the city's conditions of right-of-way/street cut permit. In the event that a traffic flow is blocked, traffic control will be in accordance with Indiana Department of Transportation standards and procedures in addition to any restrictions provided by the City of Carmel.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason D. Keenan", written over a horizontal line.

Jason D. Keenan
Duke Energy



9/23/2016

To: City of Carmel – Department of Engineering
Attention: Caleb Warner
One Civic Square
Carmel, IN 46032

From: Duke Energy
Attention: Jason Keenan (WP 922)
1000 East Main Street
Plainfield, IN 46168

Subject: Duke Energy Relocation of Transmission Facilities at 126th Street and Gray Road, Carmel, IN

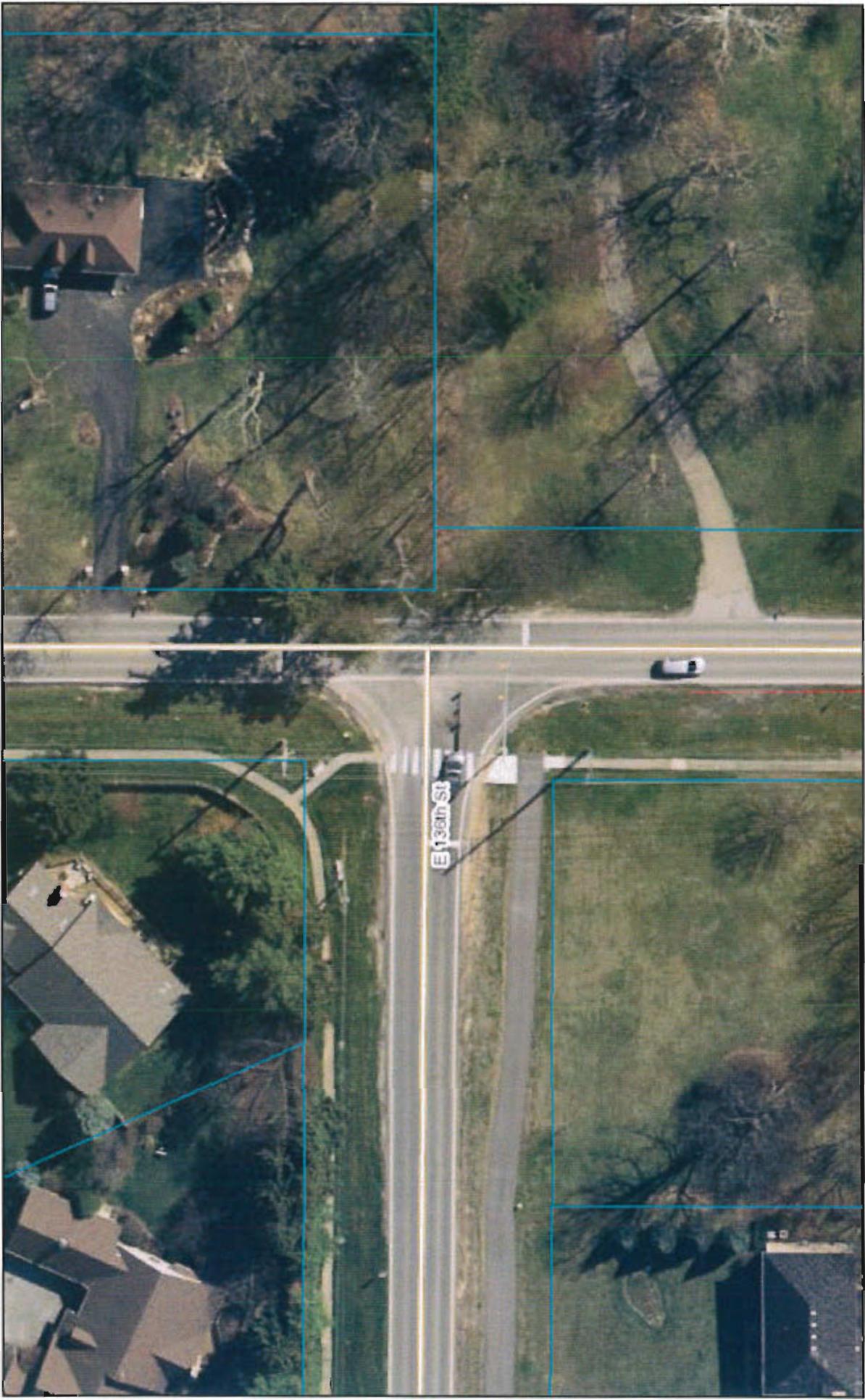
Duke Energy request to relocate facilities within road right-of-way near 126th Street and Gray Road as shown in the accompanying drawing. Along Gray Road there potential needs partially block traffic flow. Any necessary repairs will be completed as described in the city's conditions of right-of-way/street cut permit. In the event that a traffic flow is blocked, traffic control will be in accordance with Indiana Department of Transportation standards and procedures in addition to any restrictions provided by the City of Carmel.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason D. Keenan", written over a horizontal line.

Jason D. Keenan
Duke Energy

136th STREET & GRAY ROAD



December 5, 2016

Parcels

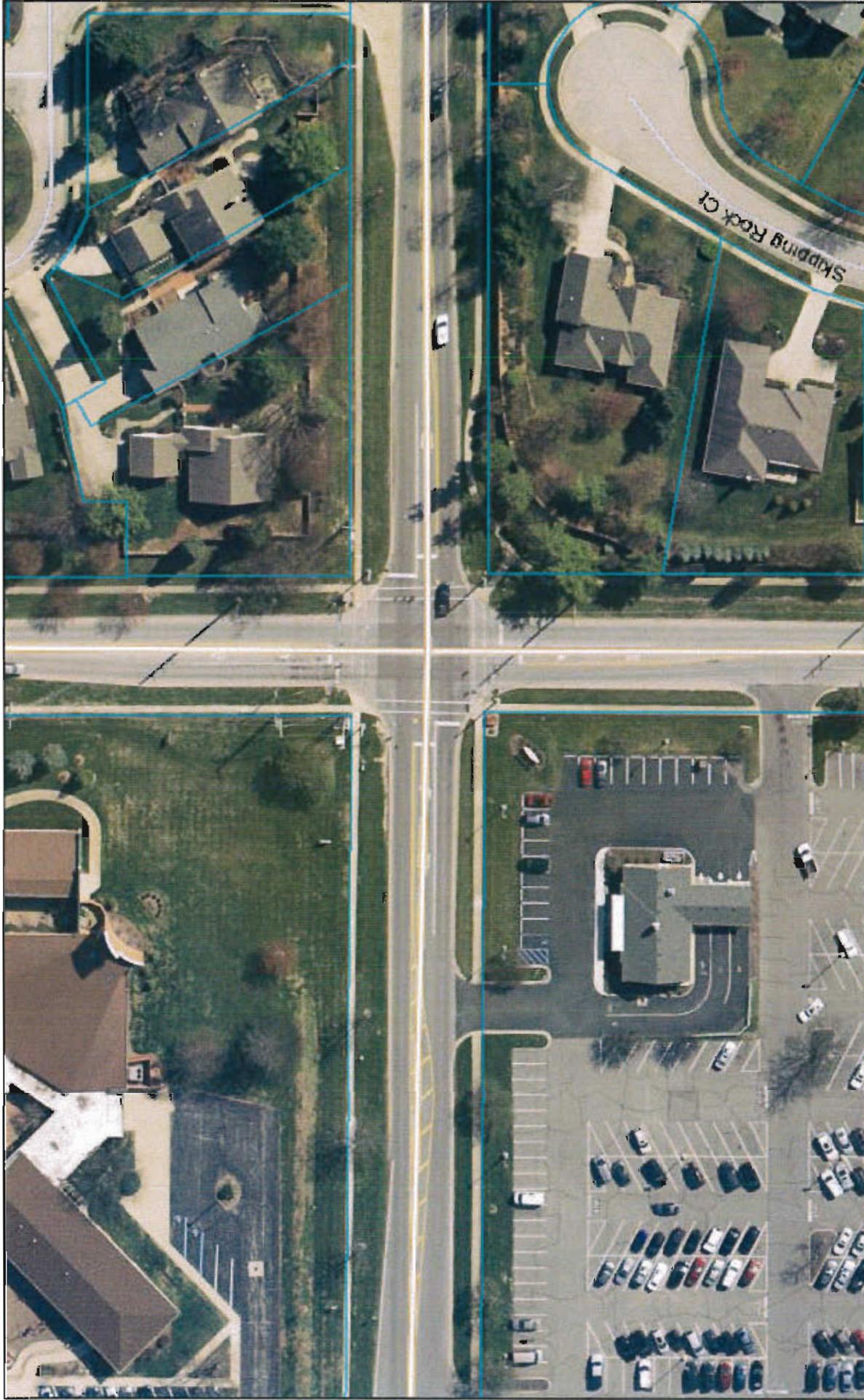


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Basemap information here

126th STREET & GRAY ROAD



December 5, 2016

Parcels

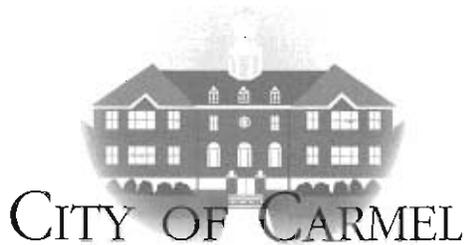


1:960

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

Basemap information here



December 8, 2016

JAMES BRAINARD, MAYOR

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

RE: LANE RESTRICTION - 3 LOCATIONS – WEST MAIN STREET & DITCH ROAD/CLAY CENTER ROAD – DUKE ENERGY

Dear Board Members:

Mr. D'Mon Williams, Distribution Engineering for Duke Energy, is requesting approval for lane restrictions at three locations along West Main Street for upgrading and installation of new overhead facilities for existing estates at addresses of 1650, 1680 and 1690 W. Main Street.

The lane restrictions will take place in the western bound of West Main Street between Clay Center Road and Ditch Road. (Exhibits attached) Work is scheduled to begin upon approval by the Board and will take place on two separate days, the second day being February 1, 2017. Work at each location will take approximately 3 hours each. Traffic in both directions will be maintained at each location during the working hours.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane restriction shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- Any damage to the existing improvements within the right of way of West Main Street or adjoining Ditch Road and Clay Center Road shall be restored to the satisfaction of the City when work is completed.
- Traffic shall be maintained at all times during the work hours. A minimum 10' lane around the working lane restriction area shall be provided at all times.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to north/south turning lanes from West Main Street at each location shall be maintained at all times.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\CLOSURES\DUKELANERESTRICTIONWESTMAINSTREET-DITCH-CLAYCENTER.DOC



12/6/2016

Department of Public Works
ATTN: Mr. David Barnes
One Civic Square
Carmel, IN 46033

Re: Traffic restriction request
WEST MAIN ST and Ditch Rd CARMEL, IN
Facility/ Equipment Installation

To whom it may concern:

I am writing to request approval of the restriction of 100 ft. of traffic located at W MAIN ST and Ditch Rd CARMEL, IN . The project scope requires installation of new facilities that will be serving a customer located at this existing estate. During this work, we will have traffic flagging in place to facilitate the constant flow of traffic. The proposed start and finish date would be 12/17/16. This work will take approximately 3 hours to complete.

Sincerely,

D'Mon Williams
Distribution Engineering Associate
Duke Energy
16745 Southpark Dr. Westfield, IN
317-896-6721

USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
 USP: 125A (ABC) FUSE; POLE 838-6213
 USP: 1680 W MAIN ST, CARMEL
 USP:
 USP:

SAFETYFIRST
 FEDERAL ACCIDENTALITY
 ACTIVE CAMERA
 AUDIO RECORDING

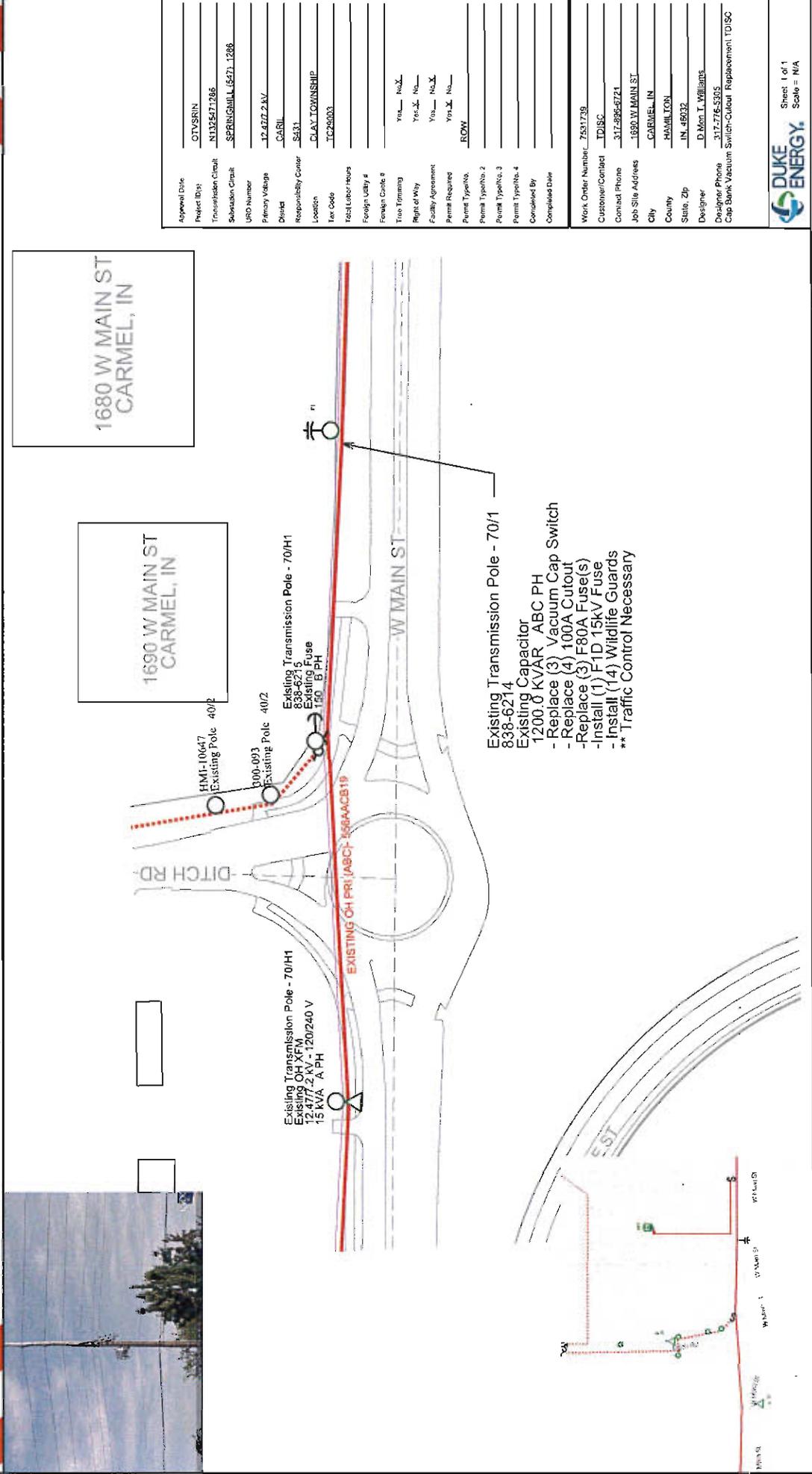


USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
 USP: 125A (ABC) FUSE; POLE 838-6213
 USP: 1680 W MAIN ST, CARMEL
 USP:
 USP:

SAFETYFIRST
 FEDERAL ACCIDENTALITY
 ACTIVE CAMERA
 AUDIO RECORDING

WZS: Remember "Your Circle of Safety"
 WZS: WORKING IN ROW
 WZS: TRUCK ACCESS
 WZS:
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Approved Date	OTVSRIN
Project ID#	NT12547-285
Transmission Circuit	SPRINGMILL (547). 1286
Substation Circuit	
ULO Number	12.477.2 KV
Primary Voltage	CASLI
Divid	SEK1
Responsibility Center	CLAY TOWNSHIP
Location	IC26803
Tax Code	
Total Labor Hours	
Foreign Utility #	Yes No X
Foreign Code #	Yes No X
Trade Training	Yes No X
Right of Way	Yes No X
Facility Agreement	Yes No X
Permit Required	Yes No X
Permit Type/No.	ROW
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	
Consulted By	
Completed Date	

Work Order Number	7511739
Customer/Contact	TDISC
Contract Phone	317-396-6721
Job Site Address	1680 W MAIN ST
City	CARMEL, IN
County	HAMILTON
State, Zip	IN 46032
Designer	D. Mont T. Williams
Designer Phone	317-276-5305
Cap Bank Vacuum Switch-Outlet Replacement	TDISC



2/17/16

Department of Public Works
ATTN: Mr. David Barnes
One Civic Square
Carmel, IN 46033

Re: Traffic restriction request
1608 W MAIN ST
Facility/ Equipment Installation

To whom it may concern:

I am writing to request approval of the restriction of 200ft of traffic located 200 ft. W OF W MAIN ST/ CLAY CENTER BLVD. In order to upgrade existing facilities that will improve reliability for customers Carmel, IN. The proposed start and finish date would be 2/1/2017. This work will take approximately 3 hours to complete.

Sincerely,

D `Mon Williams
Distribution Engineering Associate
Duke Energy
16745 South park Dr. Westfield, IN
317-896-6721

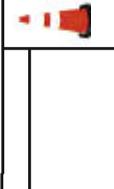


USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
 USP: 125A FUSE AT POLE 838-6210-01
 USP:
 USP:



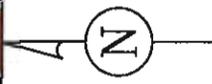
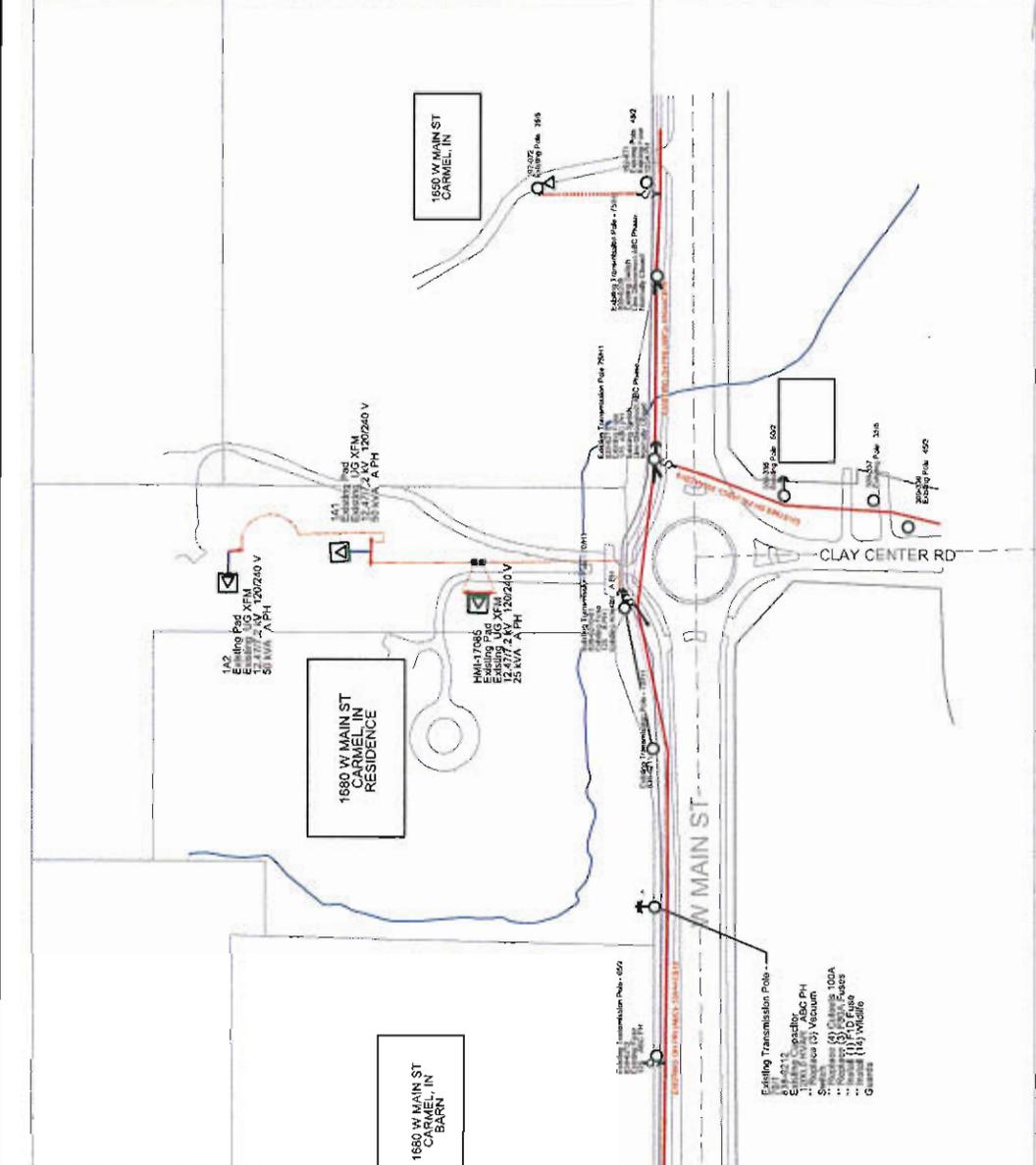
?: ROW PERMIT REQ'D
 ?: MODERATE TRAFFIC FLOW
 ?:

Safety Reminders / Adverse Conditions



WZS: Remember "Your Circle of Safety"
 WZS: LIMITED SHOULDER ACCESS
 WZS: TRUCK ACCESS
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Approval Date	OTVSRIN
Project ID#	N132541286
Transmission Circuit	SERINGMILL 15171.1286
Substation Circuit	
UID Number	12.4777.2.KV
Primary Voltage	CARIL
Client	S453
Responsibility Center	CLAY TOWNSHIP
Location	1028000
Tax Code	
Total Labor Hours	
Foreign Utility #	
Foreign Cable #	Yes No X
Tree Trimming	Yes No
Right of Way	Yes No
Facility Agreement	Yes No
Permit Required	Yes X No
Permit Type/No. 1	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	
Completed By	
Completed Date	
Work Order Number	7531735
Customer/Contact	
Contact Phone	
Job Site Address	131ST
City	CARMEL
County	HAMILTON
State, Zip	IN 46832
Designer	D. Mohl, T. Williams
Designer Phone	317.776.5305
T DISC CAP BANK WORK	



12/7/2016

Department of Public Works
ATTN: Mr. David Barnes
One Civic Square
Carmel, IN 46033

Re: Traffic restriction request
136th and Ditch Rd CARMEL, IN
Facility/ Equipment Installation

To whom it may concern:

I am writing to request approval of the restriction of 100 ft. of traffic located at W MAIN & CLAY CENTER ROAD CARMEL, IN . The project scope requires installation of new facilities that will be serving a customer located at this existing estate. During this work, we will have traffic flagging in place to facilitate the constant flow of traffic. The proposed start and finish date would be 12/17/16. This work will take approximately 3 hours to complete.

Sincerely,

D'Mon Williams
Distribution Engineering Associate
Duke Energy
16745 Southpark Dr. Westfield, IN
317-896-6721



USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type
 USP: BREAKER AT SPRINGMILL SUB
 USP: 125A FUSE: POLE 838-5207
 USP:



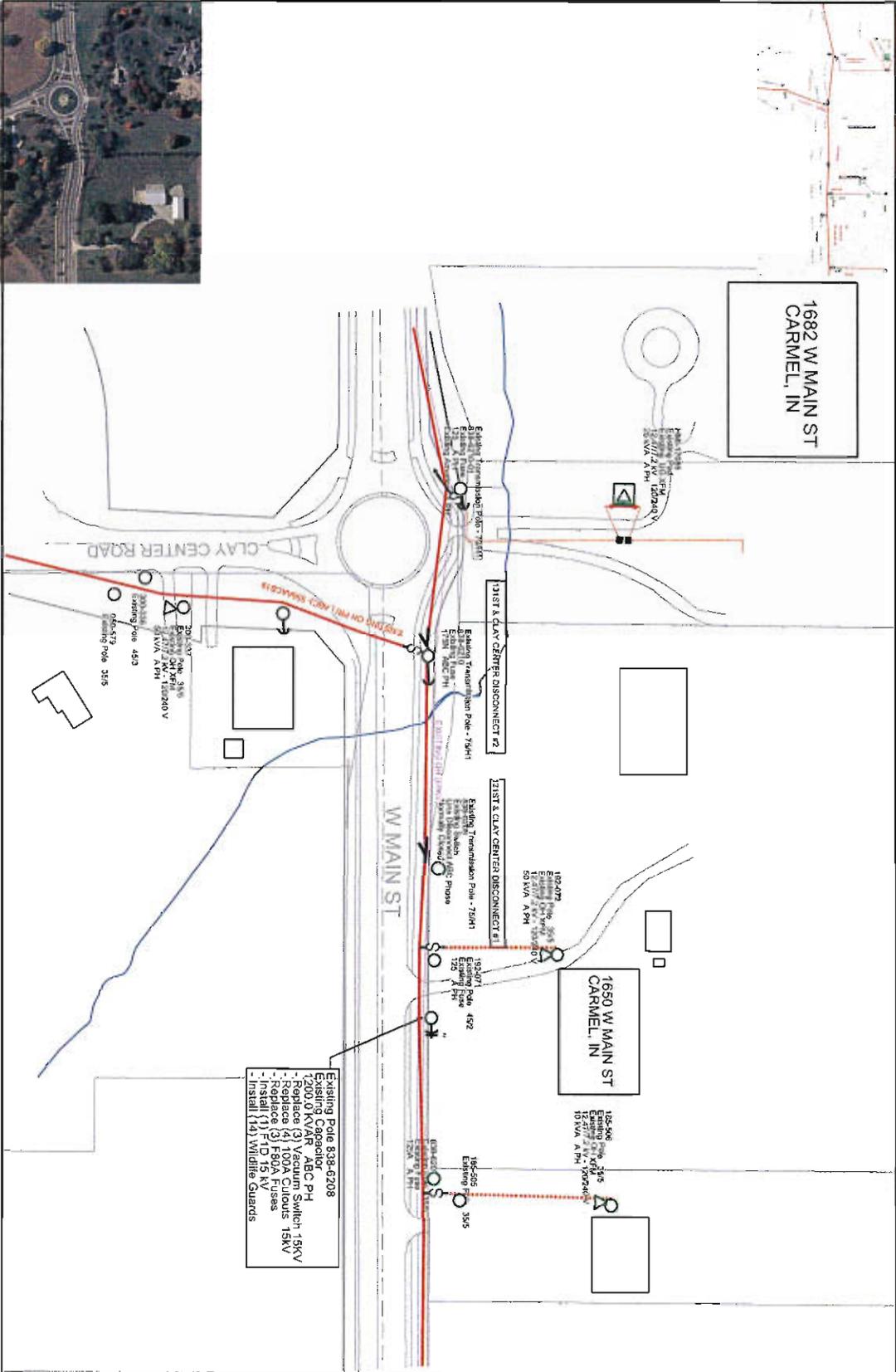
USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type
 USP: BREAKER AT SPRINGMILL SUB
 USP: 125A FUSE: POLE 838-5207
 USP:

USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type
 USP: BREAKER AT SPRINGMILL SUB
 USP: 125A FUSE: POLE 838-5207
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USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type
 USP: BREAKER AT SPRINGMILL SUB
 USP: 125A FUSE: POLE 838-5207
 USP:

USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type
 USP: BREAKER AT SPRINGMILL SUB
 USP: 125A FUSE: POLE 838-5207
 USP:

REMEMBER: Work zone area conditions may have changed for this job. Every one is responsible for verifying the above safety information is correct prior to any work being performed each day.



Approval Date: _____
 Project ID: OTVSRM
 Transmission Clerk: N132547296
 Substation Clerk: SPRINGMILL (5471, 1298)
 UID Number: 12-417.2 LV
 Primary Voltage: CARMI
 District: S411
 Responsibility Center: CLAY TOWNSHIP
 Tax Code: TC29803

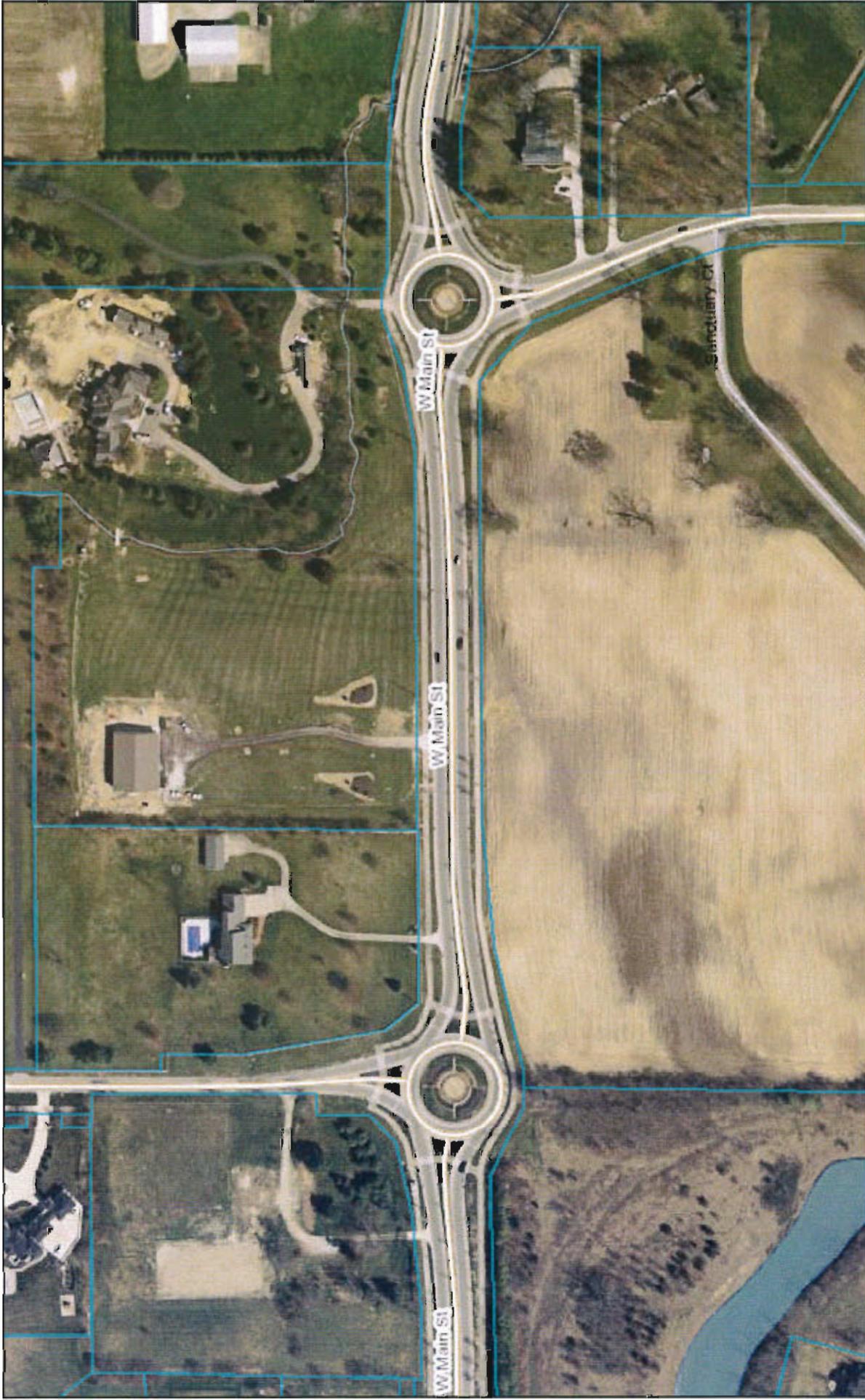
Total Labor Hours: _____
 Feeder Utility # _____
 Feeder Cable # _____
 Trip Timing: Yes No X
 Right of Way: Yes No X
 Facility Agreement: Yes No X
 Permit Required: Yes No X
 Permit #/Specs: CARMI ROW PERMIT

Permit Type/No. 2
 Permit Type/No. 3
 Permit Type/No. 4
 Permitted By: _____
 Completed Date: _____

Work Order Number: 7351733
 Customer/Contact: _____
 Contact Phone: _____
 Job Site Address: CLAY CENTER ROAD W MAIN ST
 City: HAMILTON
 County: HAMILTON
 State/Zip: IN
 Designer: D. Alan T. Williams
 Designer Phone: 317-775-5395
 Double click to add additional notes and details to drawing.

DUKE ENERGY
 Sheet 1 of 1
 Scale: 3/4" = 1'

W. MAIN/DITCH ROAD/CLAY CENTER ROAD



December 8, 2016

Parcels

Basemap information here



JAMES BRAINARD, MAYOR

December 12, 2016

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

RE: LANE RESTRICTIONS - VARIOUS LOCATIONS – CITY OF CARMEL– DUKE ENERGY

Dear Board Members:

Mr. Christopher Stanley and Mr. Matthew Dayhuff, Distribution Engineers for Duke Energy, are requesting approval for lane restrictions at various locations within the City of Carmel for replacement of circuit integrity equipment and automating capacitor banks associated with the upgrading of Duke Energy provisions.

Attached with this request are locations of the poles which will be upgraded, indicating approximately 28 poles which will require minor lane restrictions at each location as work progresses. Work is scheduled to begin the 1st of January 2017 with a majority of work to take place between February 1st thru February 28th, 2017.

The Department of Engineering recommends that the Board approve the requested these lane restrictions conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane restriction shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- Any damage to the existing improvements within the rights of way of any street location work area shall be restored to the satisfaction of the City when work is completed.
- Traffic shall be maintained at all times during the work hours. A minimum 10' lane around the working lane restriction areas shall be provided at all times.
- The Department of Engineering shall be provided a minimum 48 hour notification of any lane restriction prior to commencement of work.
- Access to any residential or commercial business at each location shall be maintained at all times.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\CLOSURES\DUKELANERESTRICTION-VARIOUSLOCATIONS.DOC



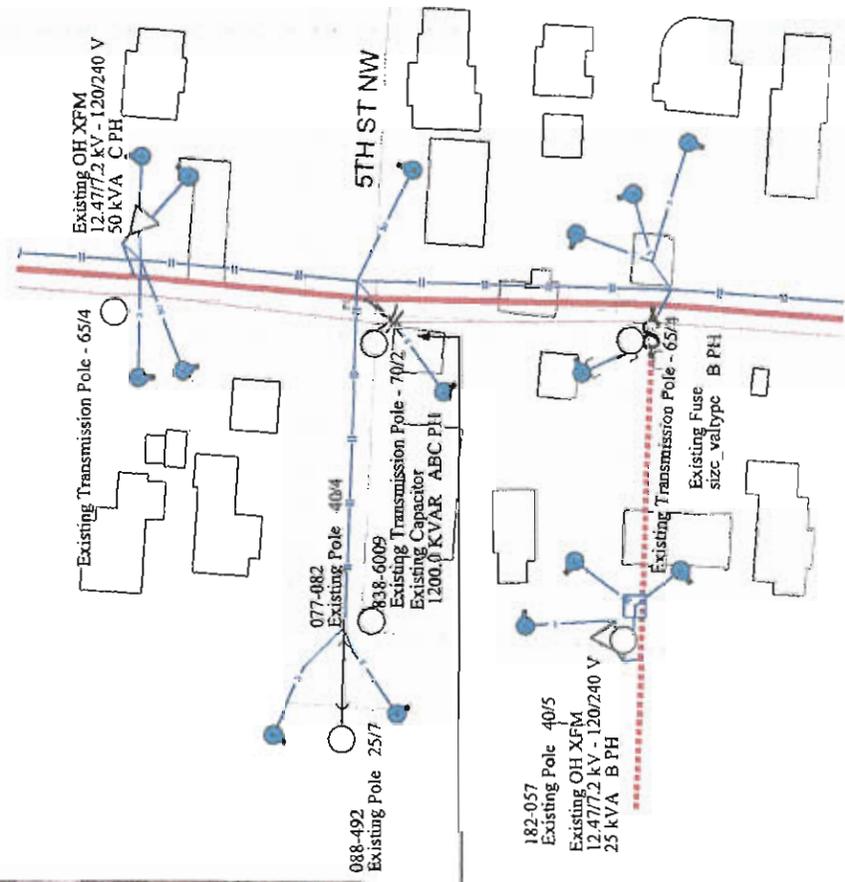
USP: Breaker at Carmel 69 (425) Substation
 USP:
 USP:
 USP:
 USP:



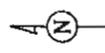
Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:

WZS: Remember "Your Circle of Safety"
 WZS: Traffic Flagging Required
 WZS:
 WZS:

REMEMBER: Work area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



- 838-6009**
- Remove:**
- 10' Crossarm (top arm)
 - (3) Post Insulators
 - Shipping Jumper (Duke Labor Hour)
 - Beck Volt Control
- Install:**
- IWC Control w/ Riser
 - (3) Post Insulator Sensors
 - 10' Crossarm (top arm)
 - 6CUPCS - Bond Neutral Bus
 - Antenna
 - Padlock



Approved Date	CAPAUTON
Project (By)	
Transmission Code	
Substation Circuit	Carmel 69 (425) 120/240
UCD Number	
Primary Voltage	7.2/12.47 KV
District	Central
Responsibility Center	838-6009
Location	70/2
Tag Code	TC 26018
Total Labor Hours	
Foreign Utility #	
Foreign Utility #	
Tree Trimming	Yes NoX
Right of Way	Yes NoX
Utility Agreement	Yes NoX
Permit Required	Yes NoX
Permit Type(s)	Yes NoX
Permit Type(s) 2	Yes NoX
Permit Type(s) 3	Yes NoX
Permit Type(s) 4	Yes NoX
Completed By	
Completed Date	
Work Order Number	8025460
Customer/Contact	Noble Electric
Contact Phone	
Job Site Address	444 Brantford Rd
City	Camell
County	Hamilton / Clay Township
State, Zip	IN 46032
Designer	Christopher Stanley
Designer Phone	317-276-5360
Capacitor Bank Information on Pole	838-6009

USP: Breaker at Carmel 1st Ave SW (784) Substation

USP:
 USP:
 USP:
 USP:

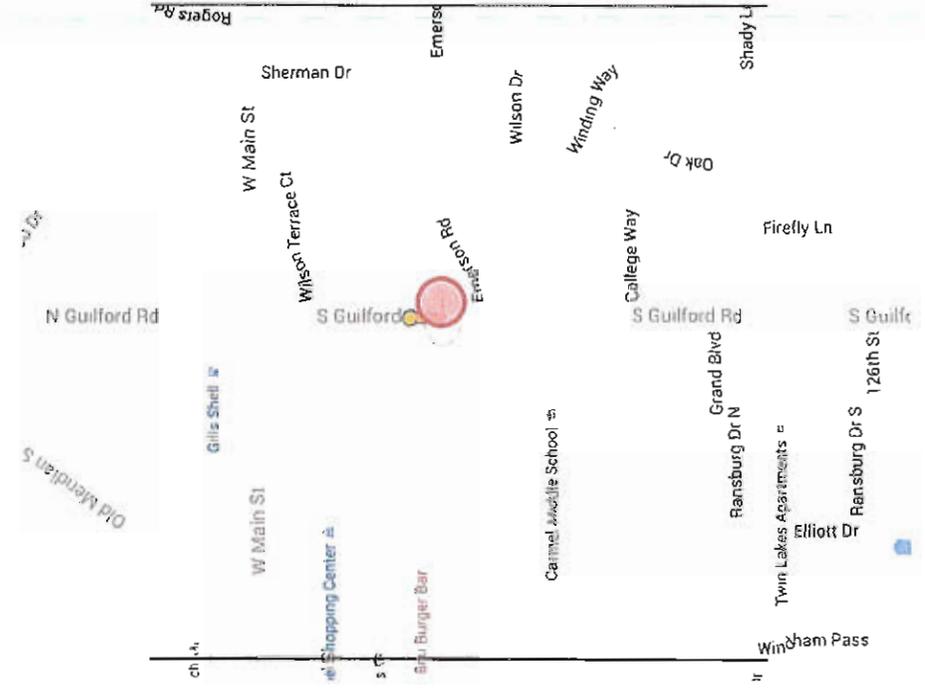
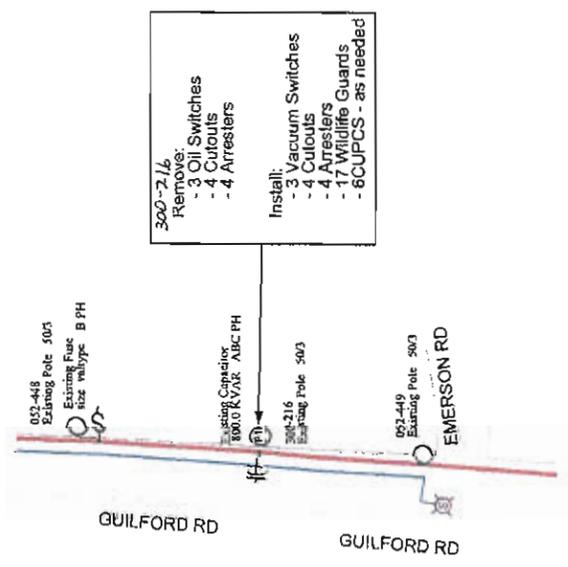
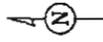


Safety Reminders / Adverse Conditions

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WZS: Remember "Your Circle of Safety"
 WZS: No Traffic Flagging Required
 WZS:
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Approval Date	OTVSRIN
Project ID(s)	
Transmission Circuit	
Substation Circuit	Carmel 1st Ave SW (784) 1263
URD Number	72192.47.AV
Primary Voltage	54.11
Device	Carmel
Responsibility Center	54.11
Location	1263
Tax Code	TC 28018
Total Labor Hours	
Fee/Quote #	
Foreign Cable #	
Tree Trimming	Yes... No.X
Right of Way	Yes... No.X
Facility Agreement	Yes... No.X
Permit Required	Yes... No.X
Permit Type/No. 1	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	
Completed By	
Completed Date	
Work Order Number	0023145
Customer/Contract	Utility Energy
Contact Name	
Contact Phone	
Job Site Address	177 S. Guilford Rd
City	Carmel
County	Shelby / City Township
State Zip	IN 46032
Designer	Christopher Slusky
Designer Phone	(317) 776-6369
Oil to vacuum switch and cable replacement on pole	300-216

USP: Protection at Sub
 USP:
 USP:
 USP:
 USP:



WZS: Remember "Your Circle of Safety"
 WZS: Flagging Required
 WZS:
 WZS:

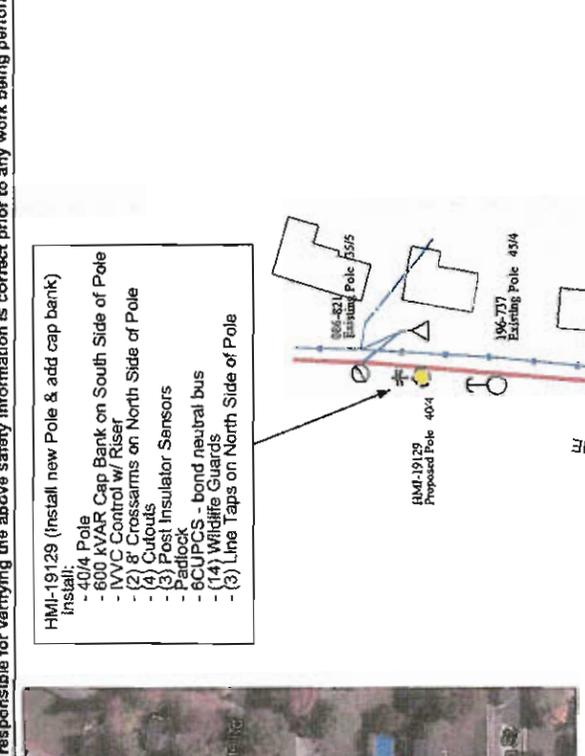
Safety Reminders / Adverse Conditions

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

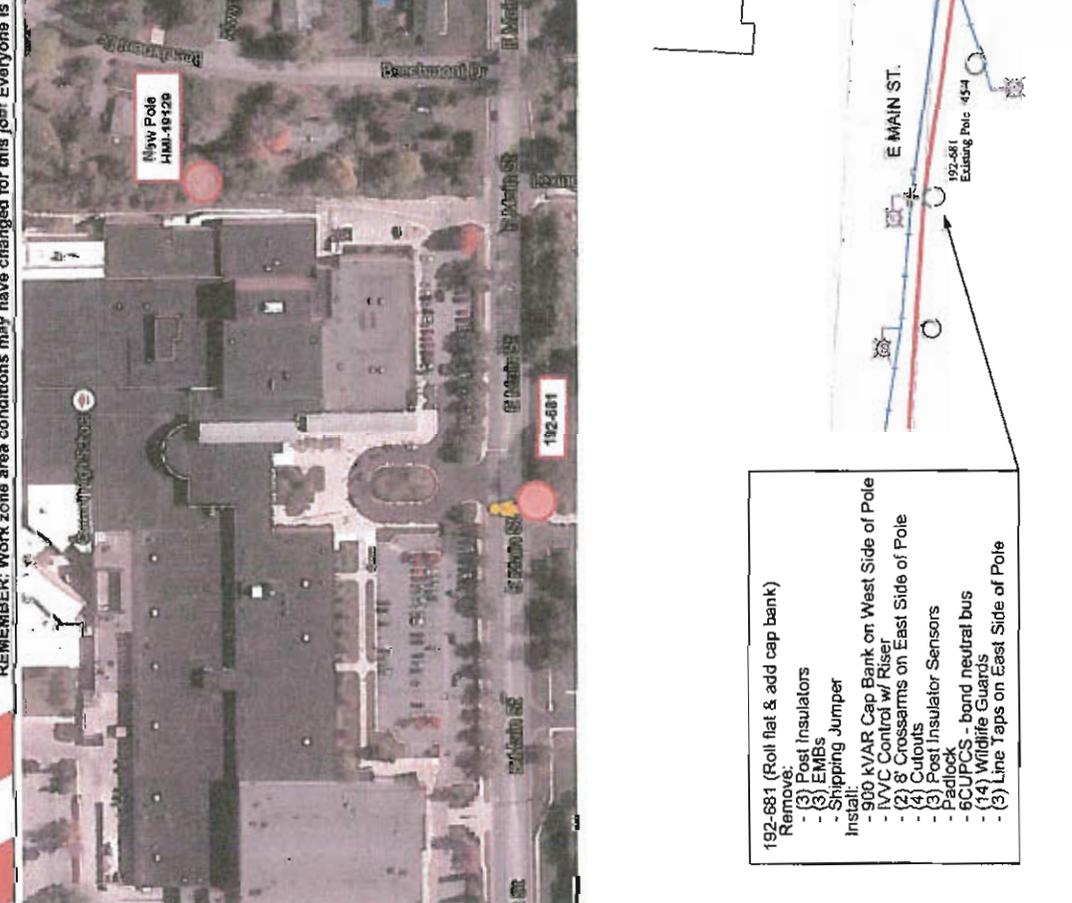
Approved Date
 Project ID#
 Transmission Circuit
 Substation Circuit
 URD Number
 Primary Voltage
 District
 Responsibility Center
 Location
 Tax Code
 Total Labor Hours
 Foreign Locality #
 Foreign Code #
 Time Trimming
 Night of Work
 Facility Agreement
 Permit Required
 Permit Type/No.
 Permit Type/No. 2
 Permit Type/No. 3
 Permit Type/No. 4
 Completed By
 Completed Date

Work Order Number
 Customer/Contract
 Contact Phone
 Job Site Address
 City
 County
 State, Zip
 Designer
 Customer Phone
 Circuit Conditioning: Add New Capacitor Banks

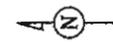
DUKE ENERGY
 Sheet 1 of 1
 Scale = N/A

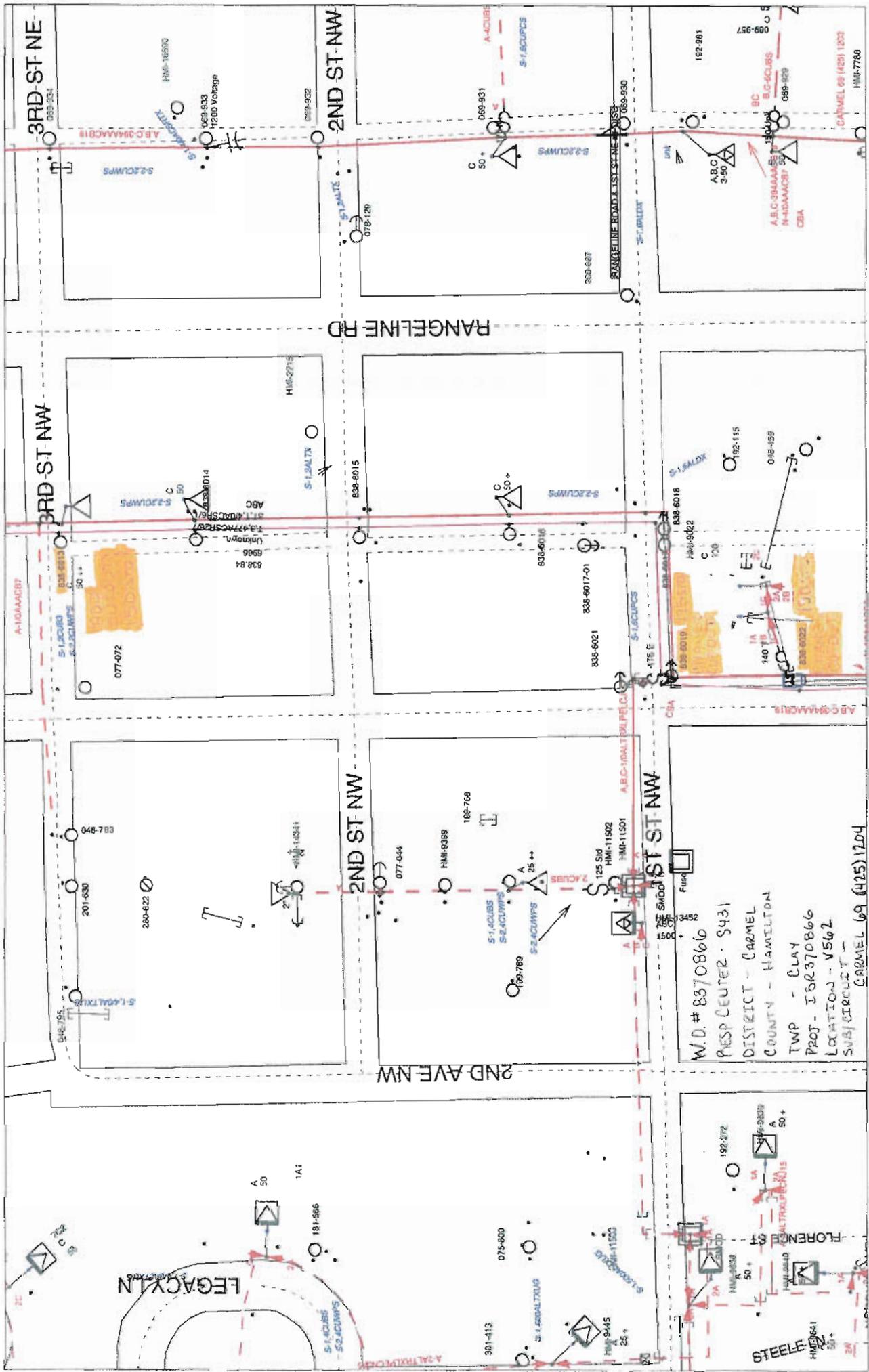


HMI-19129 (Install new Pole & add cap bank)
 Install:
 - 40/4 Pole
 - 600 KVAR Cap Bank on South Side of Pole
 - MVC Control w/ Riser
 - (2) 8' Crossarms on North Side of Pole
 - (4) Cutoffs
 - (3) Post Insulator Sensors
 - Padlock
 - 6CUPCS - bond neutral bus
 - (14) Wildlife Guards
 - (3) Line Taps on North Side of Pole



192-581 (Roll flat & add cap bank)
 Remove:
 - (3) Post Insulators
 - (3) EMBs
 - Shipping Jumper
 Install:
 - 900 KVAR Cap Bank on West Side of Pole
 - MVC Control w/ Riser
 - (2) 8' Crossarms on East Side of Pole
 - (4) Cutoffs
 - (3) Post Insulator Sensors
 - Padlock
 - 6CUPCS - bond neutral bus
 - (14) Wildlife Guards
 - (3) Line Taps on East Side of Pole





W.D. # 8370866
 RESP CENTER - 5431
 DISTRICT - CARMEL
 COUNTY - HAMILTON
 TWP - CLAY
 PROJ - I 56370866
 LOCATION - V562
 SUBCIRCUIT -
 CARMEL 69 (425) 1204

LEGACY LN

STEELE
 FLORENCE ST
 HAMILTON
 HAMILTON
 HAMILTON

RANGELINE RD

3RD ST NW

3RD ST NE

2ND ST NW

2ND ST NW

2ND AVE NW

1ST ST NW

USP: Breaker at Carmel 69 (425) Substation

USP:

WZS: Remember "Your Circle of Safety"

WZS: No Traffic Flagger Required

WZS:

Safety Reminders / Adverse Conditions

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Approval Date

Project ID#

Transmission Circuit

Substation Name

URD / Recloser

Primary Voltage

District

Responsibility Center

Location

Tax Code

Total Labor Hours

Foreign Duty #

Foreign Code #

Tree Trimming

Right of Way

Facility Agreement

Permit Required

Permit Type/No.

Permit Type/No. 2

Permit Type/No. 3

Permit Type/No. 4

Contractor By

Contractor Date

Work Order Number

Customer/Contact

Contact Phone

Job Site Address

City

County

State, Zip

Designer

Designer Phone

Collector / Bank Automation on Pole

069-934 Existing Pole 40/4

HMI-16590 Existing Pole 40/4

069-933 Existing Pole 45/4

Existing Capacitor 800.0 KVAR ABC PH

069-932 Existing Pole 40/4

078-129 Existing Pole 30/4

3RD ST NE

1ST AVE NE

ALLEY

ALLEY

2ND ST NW

N RANGLINE RD

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CAPLUTION

Carmel 69 (425) 1203

J. 2012 AZAV

S-531

Y582

TC 28018

Yes No X

Work Order Number

Customer/Contact

Contact Phone

Job Site Address

City

County

State, Zip

Designer

Designer Phone

Collector / Bank Automation on Pole

069-934 Existing Pole 40/4

HMI-16590 Existing Pole 40/4

069-933 Existing Pole 45/4

Existing Capacitor 800.0 KVAR ABC PH

069-932 Existing Pole 40/4

078-129 Existing Pole 30/4

3RD ST NE

1ST AVE NE

ALLEY

ALLEY

2ND ST NW

N RANGLINE RD

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Approval Date

Project ID#

Transmission Circuit

Substation Name

URD / Recloser

Primary Voltage

District

Responsibility Center

Location

Tax Code

Total Labor Hours

Foreign Duty #

Foreign Code #

Tree Trimming

Right of Way

Facility Agreement

Permit Required

Permit Type/No.

Permit Type/No. 2

Permit Type/No. 3

Permit Type/No. 4

Contractor By

Contractor Date

Work Order Number

Customer/Contact

Contact Phone

Job Site Address

City

County

State, Zip

Designer

Designer Phone

Collector / Bank Automation on Pole

069-934 Existing Pole 40/4

HMI-16590 Existing Pole 40/4

069-933 Existing Pole 45/4

Existing Capacitor 800.0 KVAR ABC PH

069-932 Existing Pole 40/4

078-129 Existing Pole 30/4

3RD ST NE

1ST AVE NE

ALLEY

ALLEY

2ND ST NW

N RANGLINE RD

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CAPLUTION

Carmel 69 (425) 1203

J. 2012 AZAV

S-531

Y582

TC 28018

Yes No X

Work Order Number

Customer/Contact

Contact Phone

Job Site Address

City

County

Work Zone General Comments:
No Traffic Flagger Required

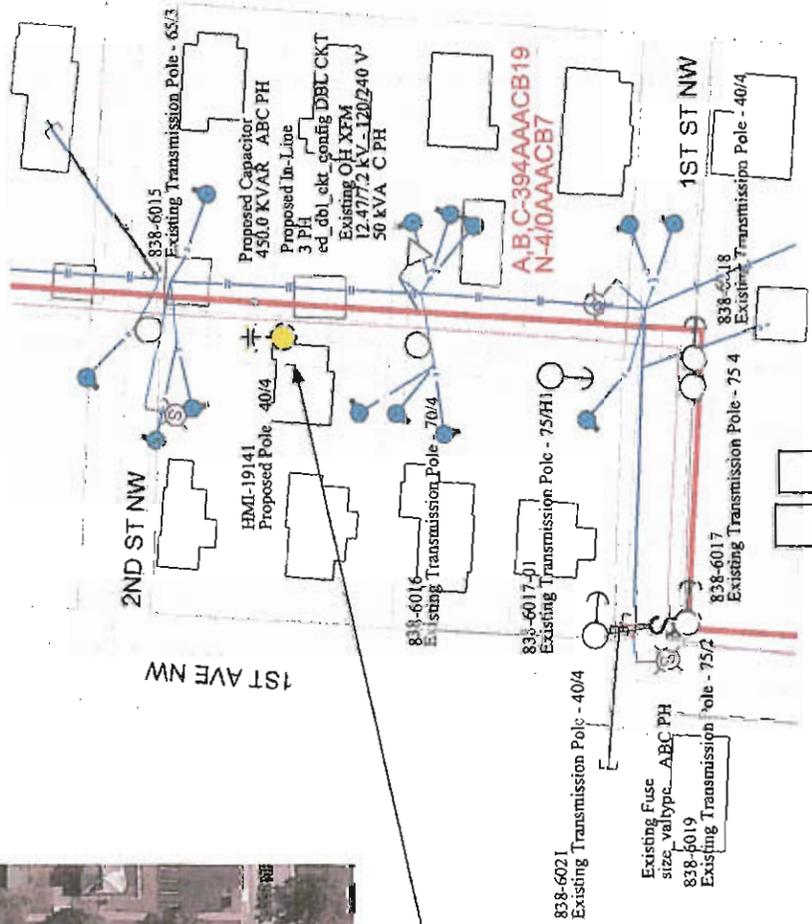
Safety Reminders / Adverse Conditions



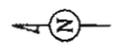
USP: Breaker at Carmel 68 (425) Substation

SAFETYFIRST
 USP: PERSONAL ACCOUNTABILITY
 USP: ACTIVE CAREER
 USP: HAZARD RECOGNITION

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



HMI-19141
 - Install new 40/4 Pole
 - Through line
 - 1200 KVAR IWC Cap Bank
 - Use Standard 9.10-101



Approved Date	
Project ID#	
Transmission Circuit	Carmel (68 (425) 1204
Substation Count	
UID Number	
Utility Voltage	7.2/12.47 KV
Dispatcher	Garrett
Responsible Counsel	S431
Location	V952
Tax Code	TC 28018
Total Labor Hours	
Foreign History #	
Foreign Cables #	
Tree Trimming	Yes No X
Right of Way	Yes No X
Facility Agreement	Yes No X
Permitting	Yes No X
Permit Type/No. 1	Yes No X
Permit Type/No. 2	Yes No X
Permit Type/No. 3	Yes No X
Permit Type/No. 4	Yes No X
Completed By	
Construction Date	

Work Order Number	636987
Customer/Contact	Dyer Energy
Contact Phone	
Job Site Address	121 1st Ave NW
City	Carmel
County	Harrison / City Township
State, Zip	IN 46032
Designer	Christopher Slattery
Designer Phone	317-776-5350
New Capacitor Bank Installation on New Pole	HMI-19141



USP: Breaker at Carmel 69 (425) Substation
 USP:
 USP:
 USP:



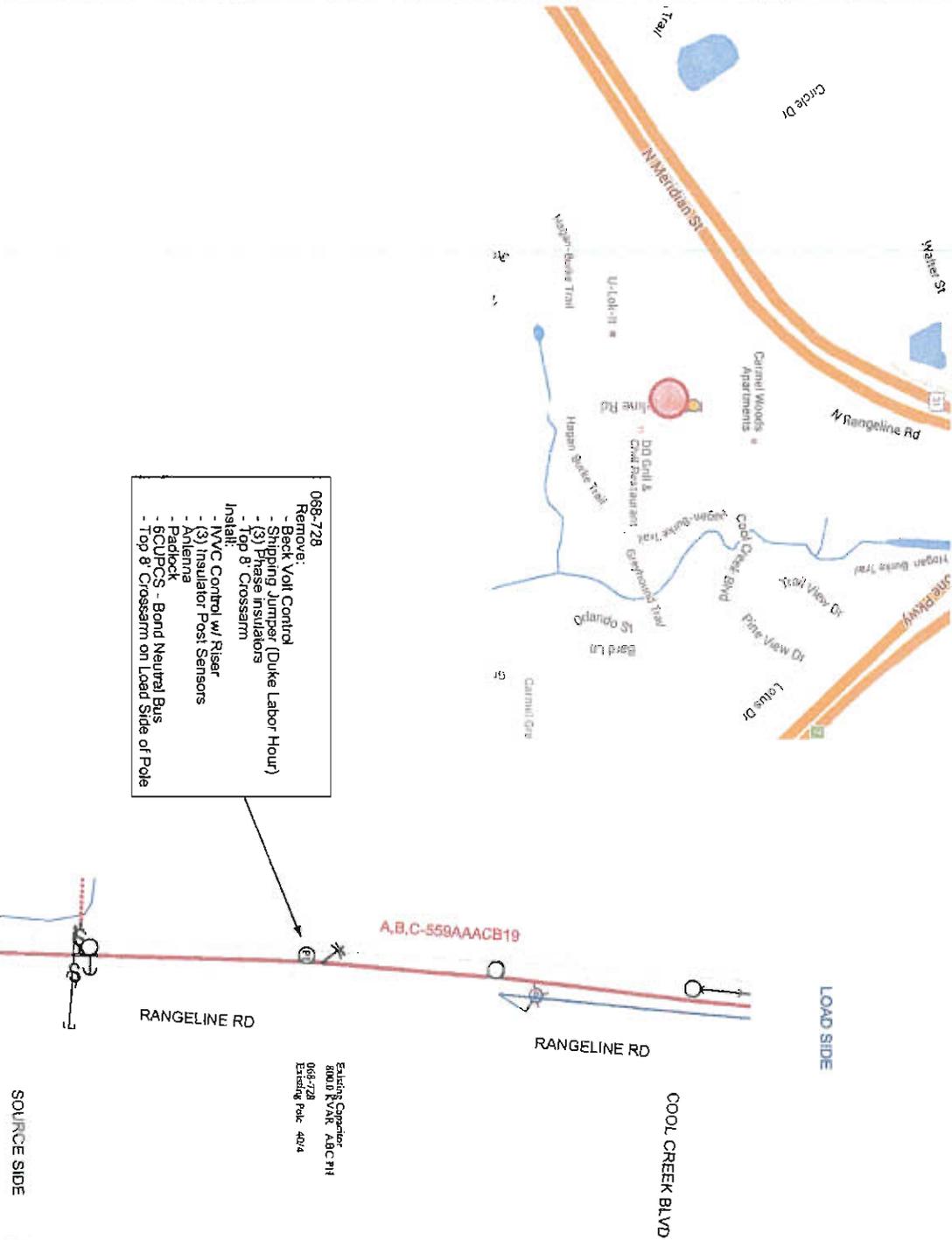
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Safety Reminders / Adverse Conditions



WZS: Remember "Your Circle of Safety"
 WZS: Traffic Flagging Required
 WZS:
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



- 068-728
 Remove:
 - Beck Volt Control
 - Shipping Jumper (Duke Labor Hour)
 - (3) Phase Insulators
 - Top 8' Crossarm
 Install:
 - IVVC Control w/ Riser
 - (3) Insulator Post Sensors
 - Antenna
 - Padlock
 - 6CUPCS - Bond Neutral Bus
 - Top 8' Crossarm on Load Side of Pole

Existing Capacitor
 8000 KVAR ABC PH
 068-728
 Existing Pole 40'x4



Approved Date	CAUTION
Project ID#	
Transmission Circuit	Carmel 69 (425) 1305
Substation Name	
UTD Number	J 2112-474V
Priority Voltage	068PH
Outage	5431
Responsibility Class	VSER
Location	TC 28018
Tea Code	
Total Labor Hours	
Foreign Utility #	
Foreign Code #	Yes NoX
Time Training	Yes NoX
Right of Way	Yes NoX
Facility Agreement	Yes NoX
Permit Required	Yes No
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	
Completed By	
Completed Date	
Work Order Number	8025510
Customer/Contact	Duke Energy
Contact Phone	
Job Site Address	551 N Rangeline Rd
City	Carmel
County	HAMILTON/Clay Township
State, Zip	IN 46932
Designer	Christopher Steiner
Designing Phone	(317) 776-5350
Capacitor Bank Automation on Pole	068-728



USP: Breaker at Carmel 69 (425) Substation

USP:
USP:
USP:
USP:

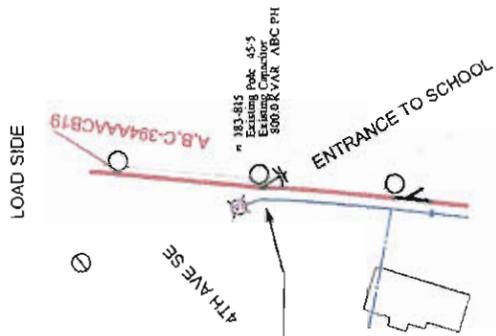


Safety Reminders / Adverse Conditions

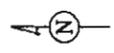
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?:

WZS: Remember "Your Circle of Safety"
WZS: Traffic Flagging Required
WZS:
WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



- 183-815**
- Remove:
 - Beck volt control
 - EMB T2IN
 - Post insulators
 - Shipping Jumper
 - Install:
 - IVVC Control w/ Riser
 - (3) Insulator Post Sensors
 - Antenna
 - Padlock
 - (5) Wildlife Guards
 - 6CUPCS - bond neutral bus - as needed
 - Transfer:
 - Rotate Cap Bank to Source Side of Pole
 - Rotate Crossarm to Load Side of Pole
 - Move Line Taps to Load Side of Pole



Approval Date	
Project City	CARLETON
Transmission Circuit	
Substation Circuit	Carmel 69 (425) 1203
UID Number	7.2.112.47.WV
Primary Voltage	Carmel
Dipole	
Responsibility Center	S431
Location	V662
Tax Code	TC 28013
Total Labor Hours	
Foreign Utility #	
Foreign Code #	
Tree Trimming	Yes No X
Right of Way	Yes No X
Facility Agreement	Yes No X
Permit Required	Yes No
Permit Type No.	
Permit Type No. 2	
Permit Type No. 3	
Permit Type No. 4	
Completed By	
Completed Date	

Work Order Number: 8025416
 Customer/Contact: Duke Energy
 Contact Name: _____
 Job Site Address: 169 4th Ave SE
 City: Carmel
 County: Hamilton / Clay Township
 State, Zip: TN, 38012
 Designer: Christopher Smith
 Designer Phone: 317-276-9390
 Capacitor bank automation on pole 183-815

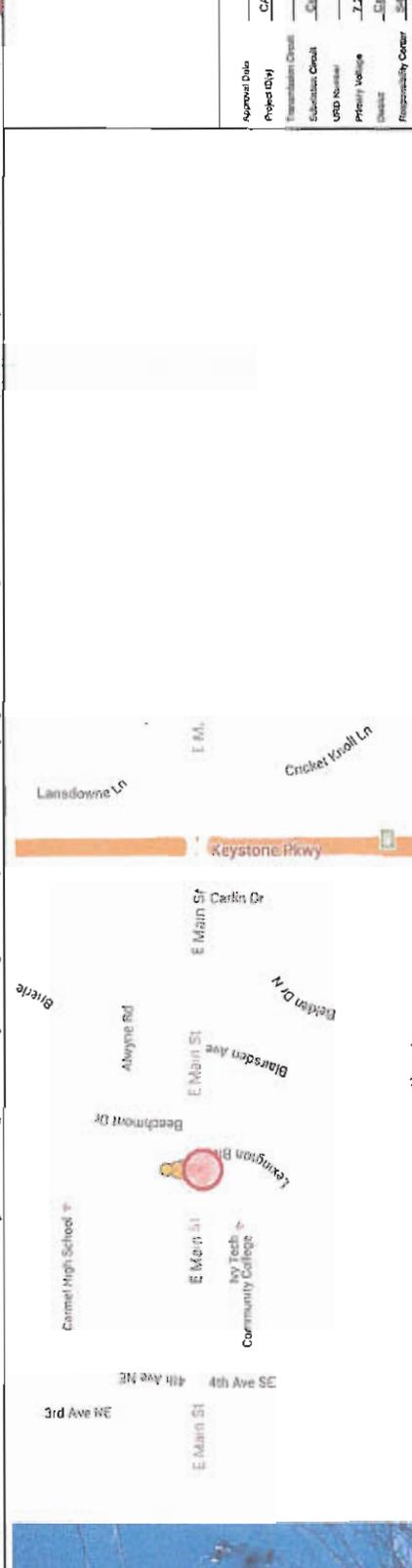
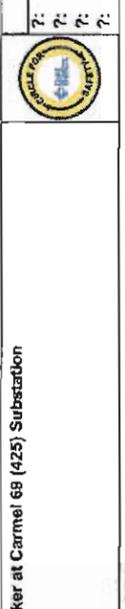
USP: Breaker at Carmel 68 (425) Substation
 USP:
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions

WZS: Remember "Your Circle of Safety"
 WZS: No Traffic Flagging Required
 WZS:
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



- 190-569
- Remove:
- Beck Volt Control
 - Shipping Jumper (Duke Labor Hour)
 - (3) Phase Insulators
 - Top 8' Crossarm
- Install:
- IVVC Control w/ Riser
 - (3) Insulator Post Sensors
 - Top 8' Crossarm on Load Side of Pole
 - All items
 - Pulley
 - 6CUFCS - Bond Neutral Bus
- Transfer:
- Rotate Cap Bank to Source Side of Pole
 - Rotate Lower Crossarm to Load Side of Pole
 - Move Line Taps to Load Side of Pole

Approval Date	CAROLTON
Project City	CAROLTON
Transmission Circuit	
Substation Circuit	Carmel 68 (425) 1203
URD Number	
Priority Voltage	7.2/12.47KV
Device	Carmel
Responsibility Center	10002
Location	113 3201.8
Total Labor Hours	
Foreign Utility #	
Foreign Utility #	
Tree Trimming	Yes No X
Right of Way	Yes No X
Facility Agreement	Yes No X
Permit Required	Yes No X
Point Type/No. 1	
Point Type/No. 2	
Point Type/No. 3	
Point Type/No. 4	
Completed By	
Completed Date	
Work Order Number	802523
Customer/Contract	Duke Energy
Contact Phone	
Job Site Address	598 E Main St
City	Carmel
County	LEXINGTON / Clay / Greenb P
State Zip	IN 46032
Designer	Christopher Stanley
Design Phone	(317) 716-5350
Capacitor bank automaten on pole	190-569

USP: Protection at the Sub
 USP: SAFETYFIRST!
 USP: PERSONAL ACCOUNTABILITY
 USP: ACTIVE LISTENING
 USP: HAZARD RECOGNITION

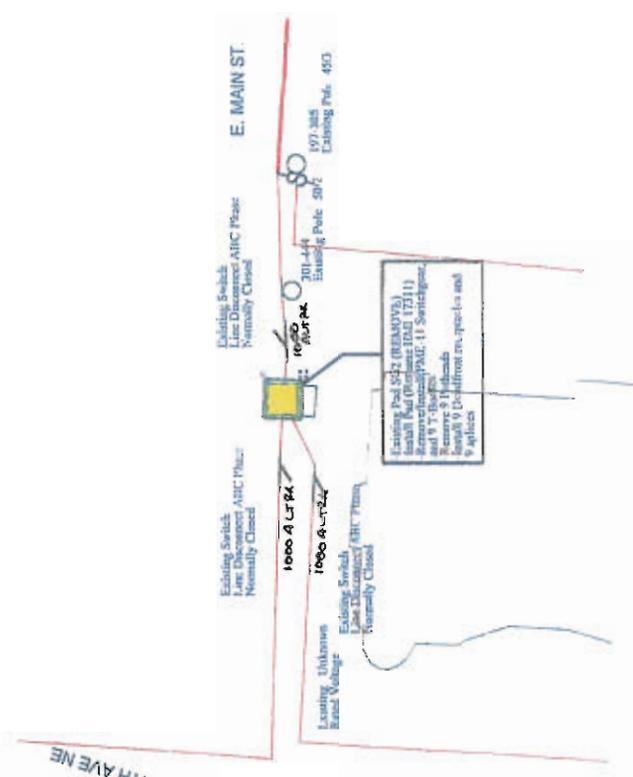
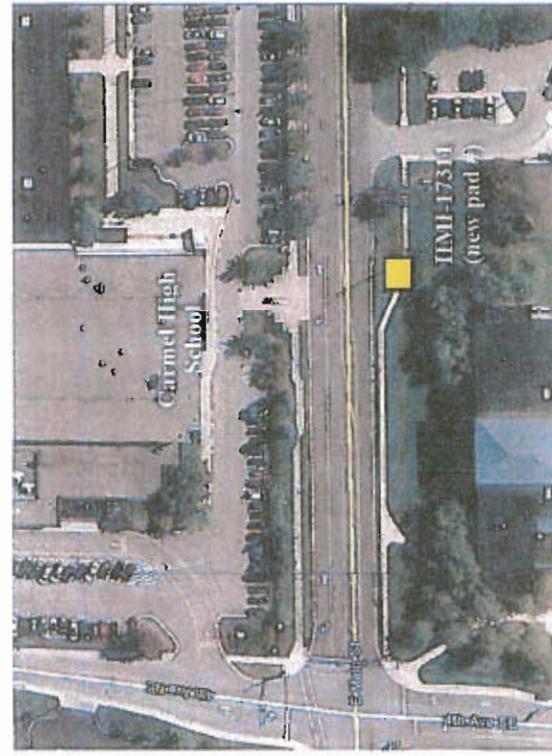


Safety Reminders / Adverse Conditions



WZS: Remember "Your Circle of Safety"
 WZS: Flagging Required
 WZS:
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Approved Date	GENSWIGER
Project ID#	
Transmission Class	
Substation Circuit	CARMEL BA 1200
USD Number	
Primary Voltage	12.47/2.3 KV
District	
Responsibility Center	
Location	CARMEL
Tier Code	
Total Labor Hours	
Average V/ty #	
Foreign Code #	
Zone Tracking	
Right of Way	
Facility Agreement	
Permit Required	
Permit Type(s)	
Permit Type(s) #	
Permit Type(s) #	
Permit Type(s) #	
Completed By	
Completed Date	
Work Order Number	032071
Customer Contact	
Contact Phone	
Job Site Address	
City	CARMEL
County	HAMILTON-CLAY TOWNSHIP
State	IN
Zip	
Designer	Matthew Wajda
Designer Phone	317-776-5327
Designer E-mail	

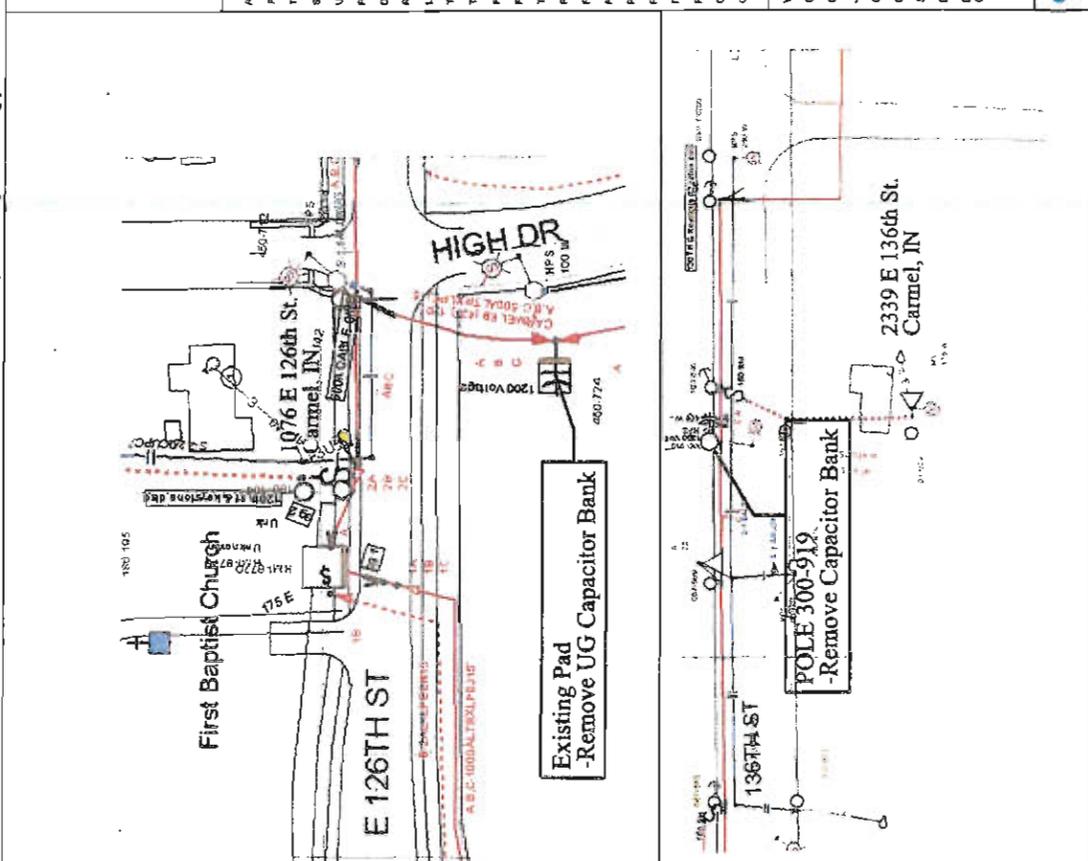
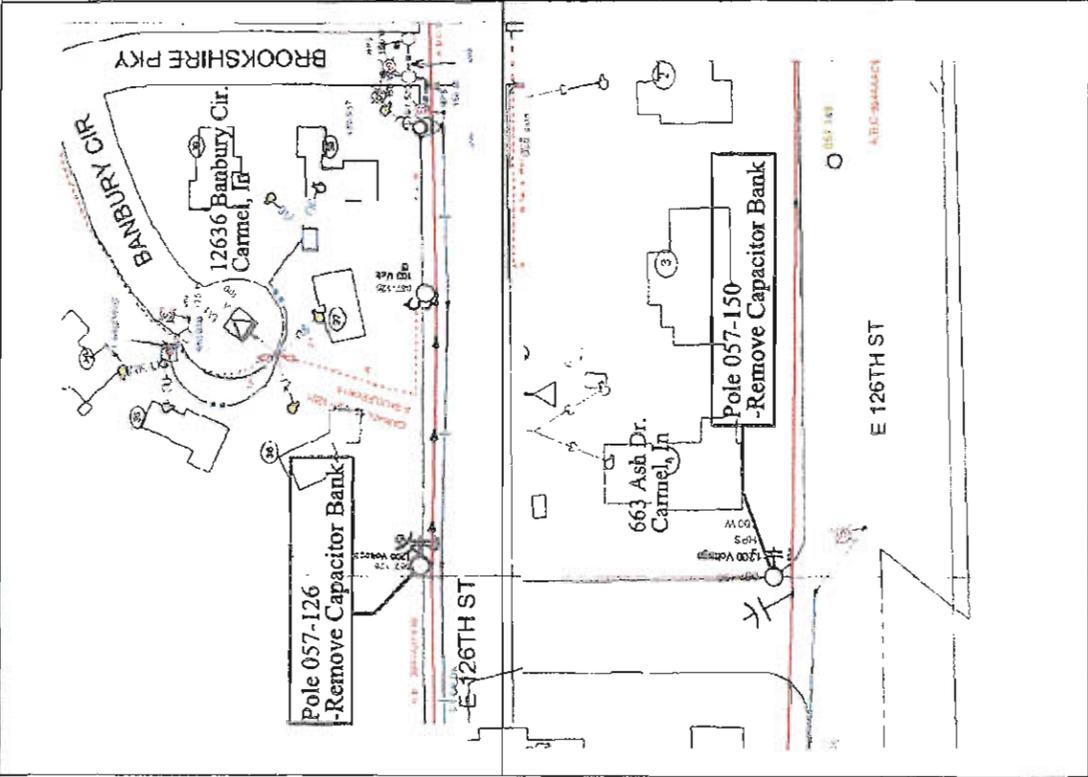
SAFETYFIRST
 A PERSONAL ACCOUNTABILITY
 B ACTIVE LISTENING
 C HONEST EXCELLENCE

USP: Protection at Sub
 USP:
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 USP:
 USP:

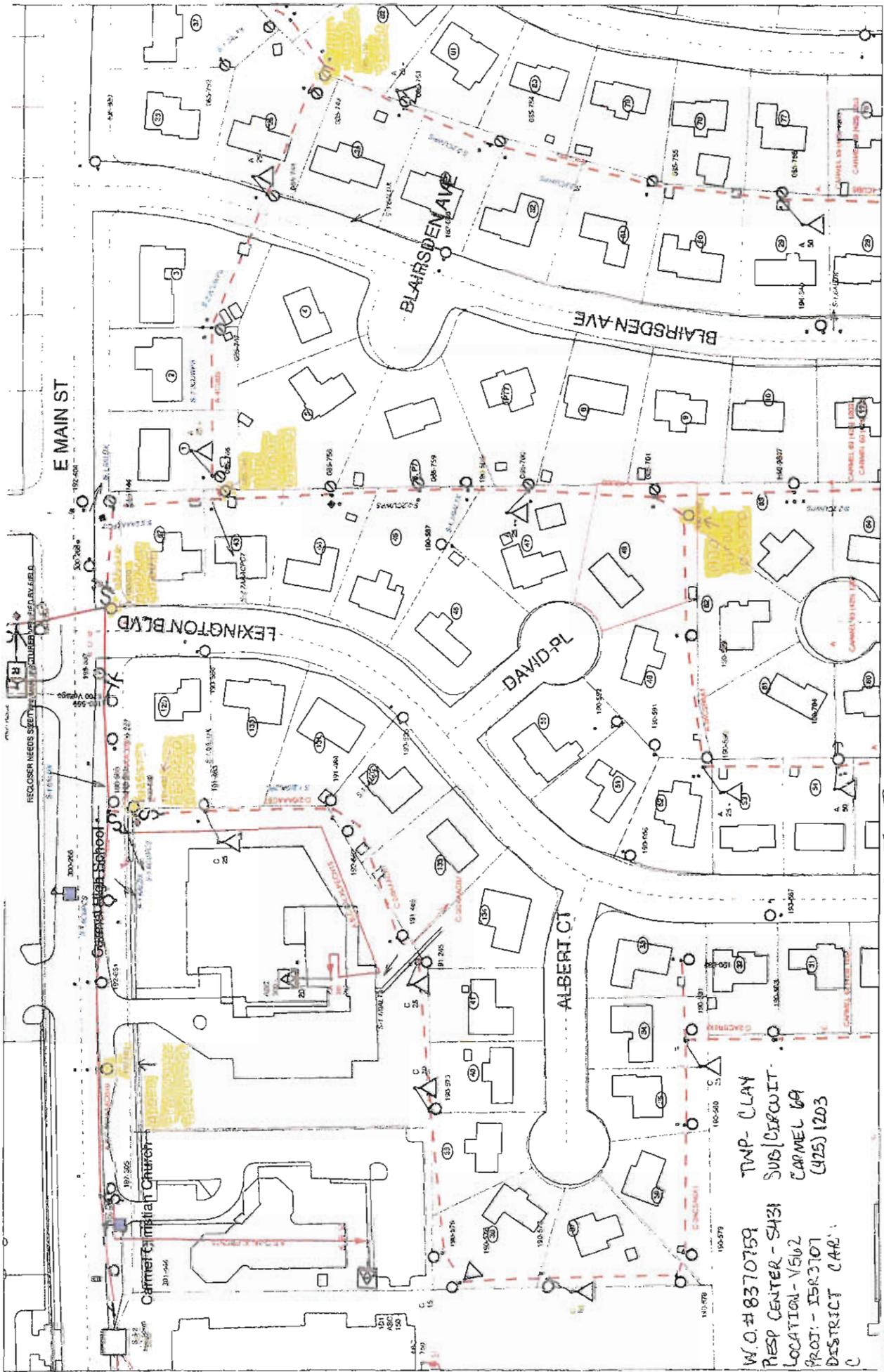
Safety Reminders / Adverse Conditions

WZS: Remember "Your Circle of Safety"
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 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



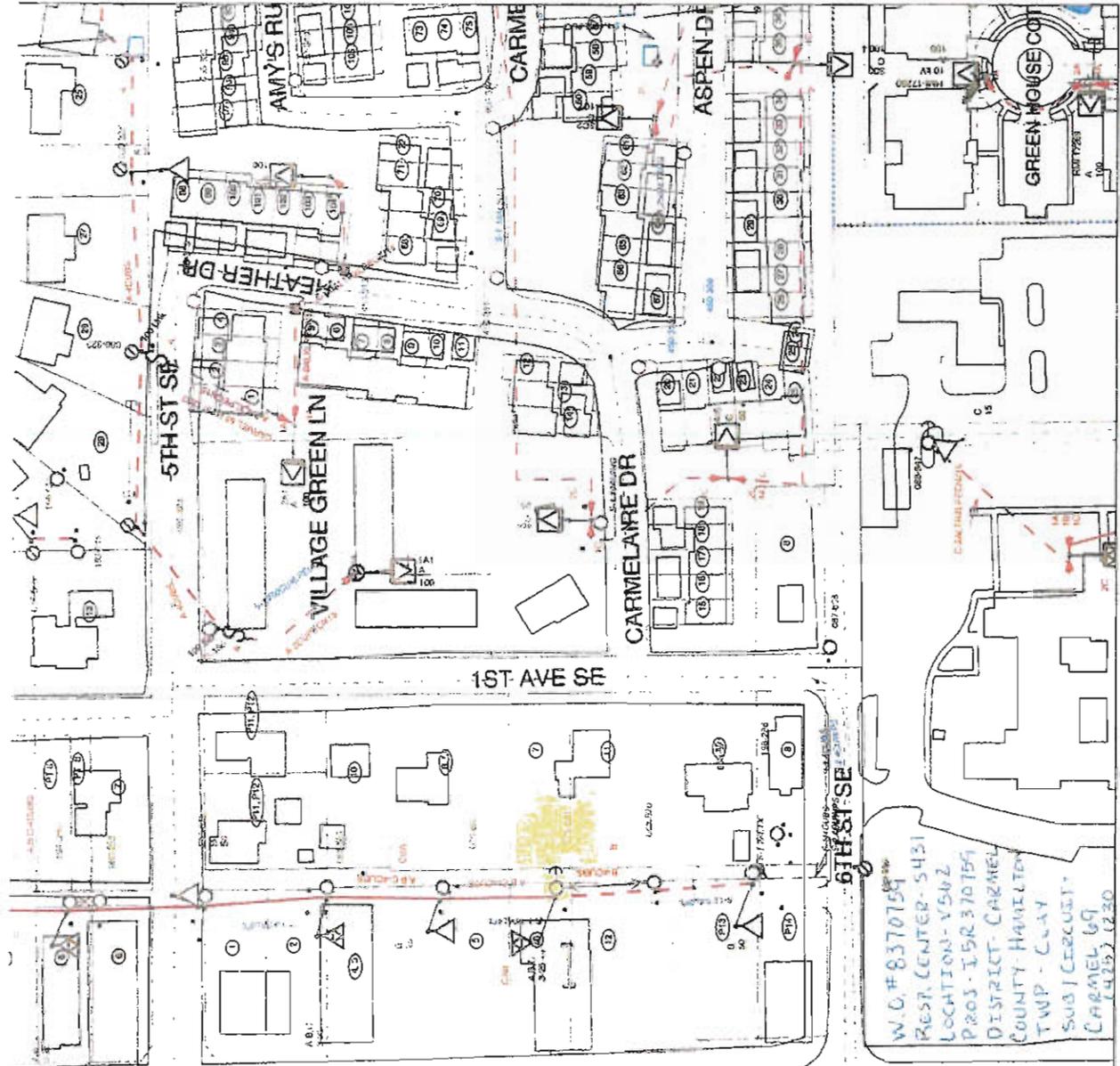
Approved By:	Comolli, J211
Project ID#:	12.02.24M
Transmission Crew:	SAI
Substation Circuit:	SAI
USD Number:	SAI
Primary Voltage:	1200V
Device:	SAI
Responsibility Center:	SAI
Location:	SAI
Tree Code:	SAI
Tool Label Print:	SAI
Form on Site #:	SAI
Form in Cache #:	SAI
Right of Way:	SAI
Priority Agreement:	SAI
Permits Required:	SAI
Permit Type(s):	SAI
Permit Type(s) 2:	SAI
Permit Type(s) 3:	SAI
Permit Type(s) 4:	SAI
Completed By:	SAI
Original Date:	SAI
Work Order Number:	0419372
Customer Contact:	
Contact Phone:	
Job Site Address:	
City:	
County:	
State Zip:	
Designer:	
Checker Phone:	
Circuit Configuration:	



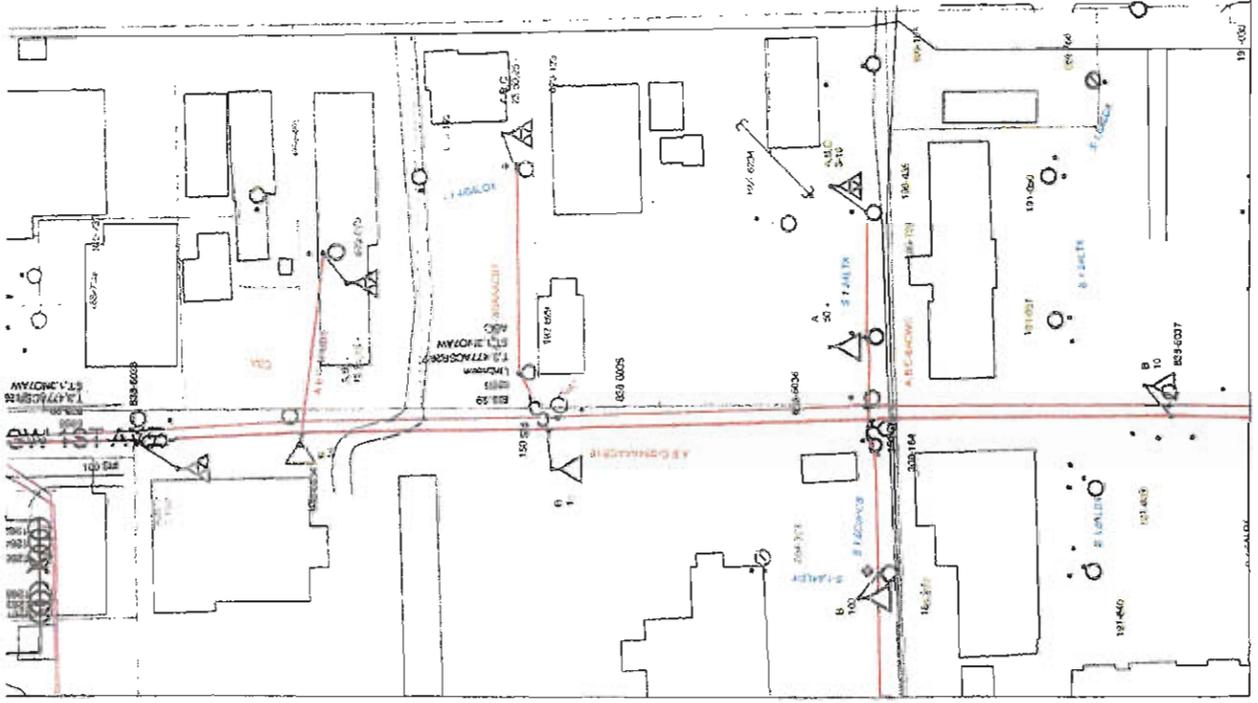
W.O.# 8370759
 TWP- CLAY
 RESP CENTER - 5431
 SUBCIRCUIT
 LOCATION - V562
 CARMEL GA
 PROT. - I5R3707
 DISTRICT C.A.E.
 C

DESIGNED BY TIM JENKINS

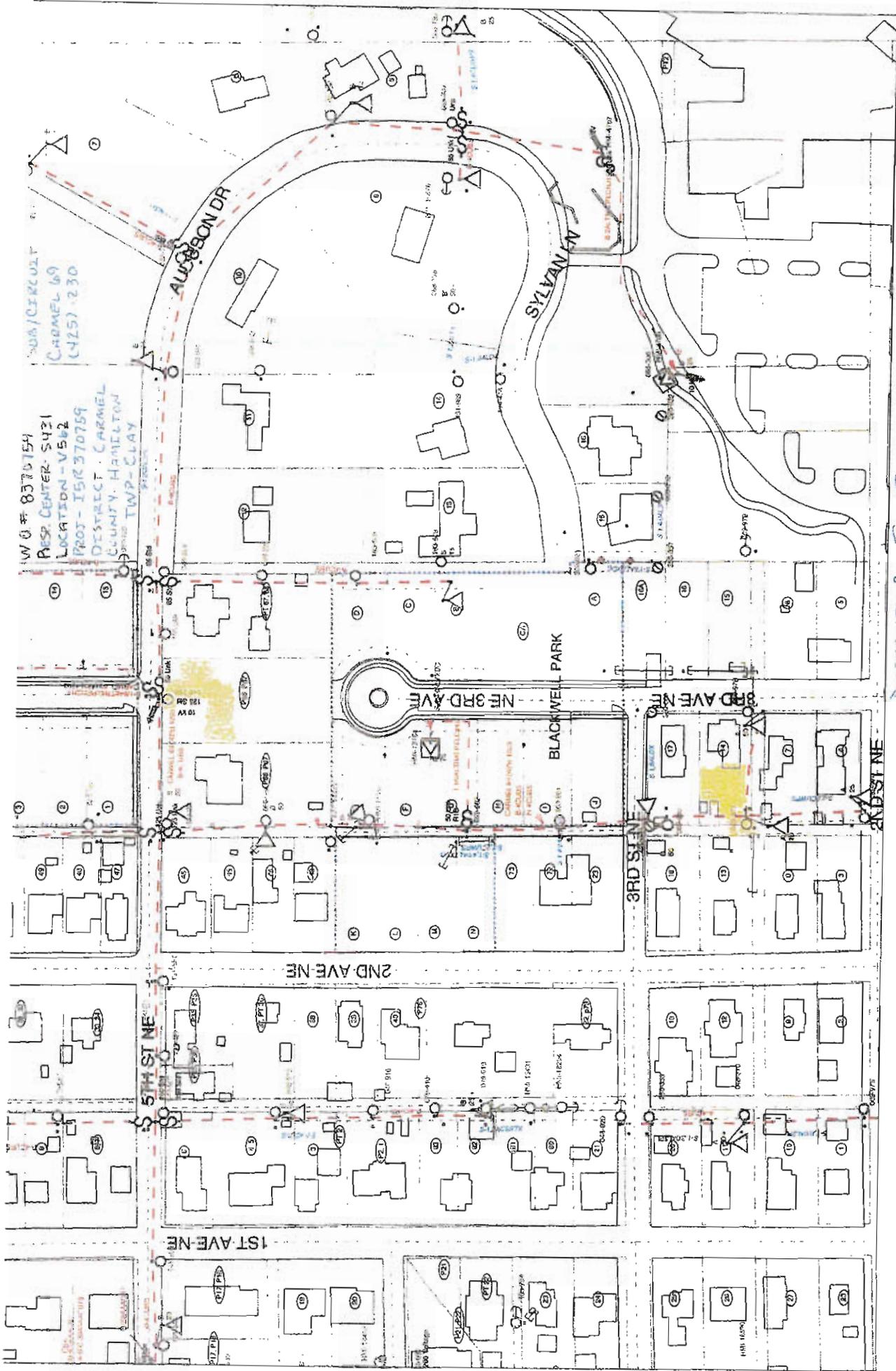
2017



W.O. # 8370754
 REG. CENTER - 5431
 LOCATION - V502
 PROJ. I-5R370754
 DISTRICT - CARMEL
 COUNTY - HAMILTON
 TWP - CLAY
 SUBJ. CIRCUIT -
 CARMEL 69
 (425) 4230



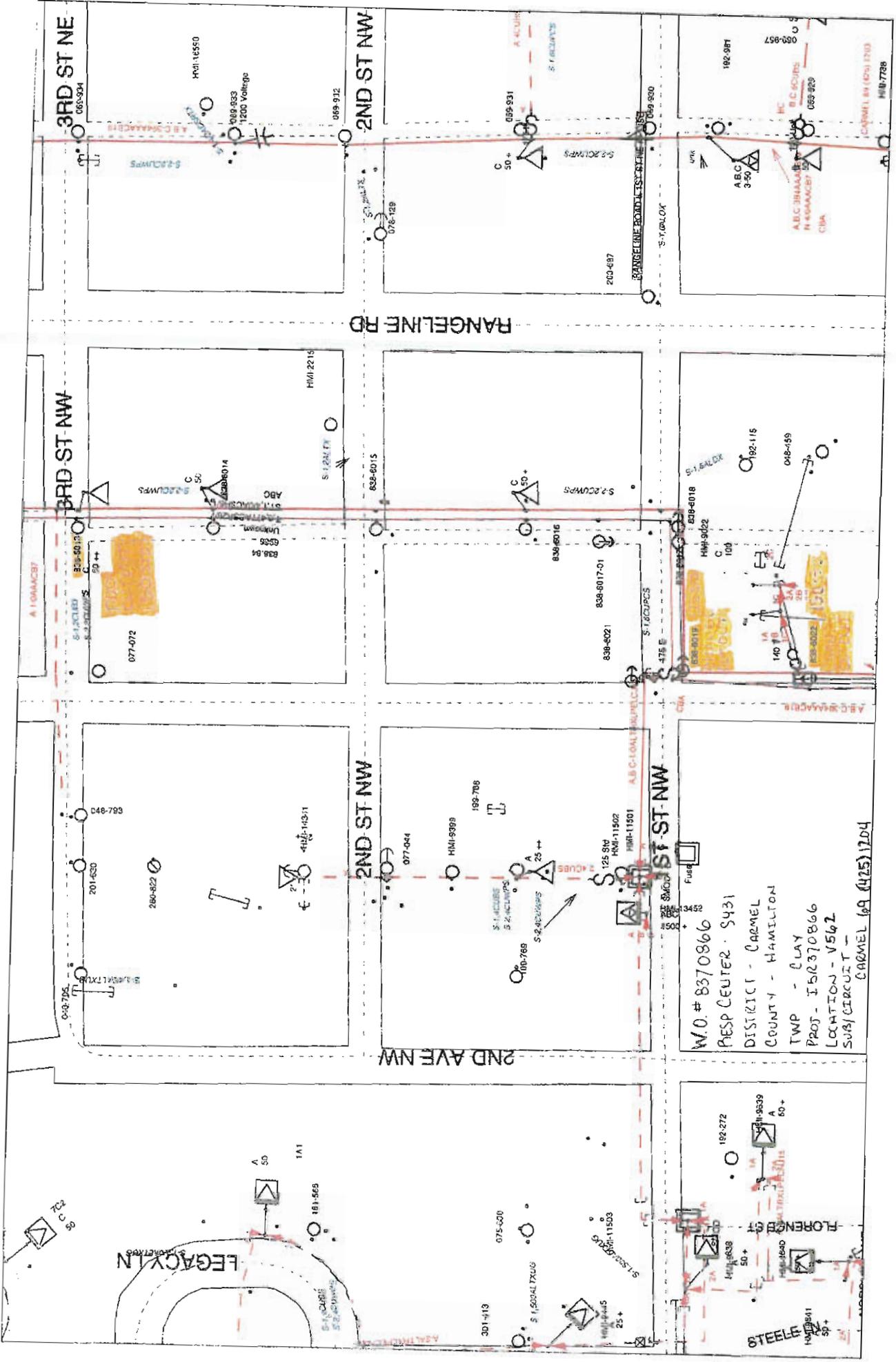
N-STR 1500 BY TFM TENETS
 2017 CIRCUIT SECTIONALIZATION



100A/CIRCUIT
 CARMEL 69
 (425) 230

TWP # 8370754
 RESP. CENTER - S421
 LOCATION - V562
 PROJ - ISR 370759
 DISTRICT - CARMEL
 COUNTY - HAMILTON
 TWP - CLAY

DESIGNED BY TEAM TERRAILS 2017 CHEROKEE SECTIONAL 2410



W.O. # 8370866
 RESP CENTER - 5431
 DISTRICT - CARMEL
 COUNTY - HAMILTON
 TWP - CLAY
 PROJ - 15R370866
 LOCATION - V562
 SUB/CIRCUIT -
 CARMEL 69 (425)1204

LEGACY LN

STEELE

FLORENCE ST

2ND ST NW

2ND AVE NW

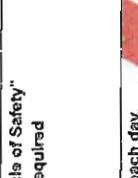
RANGELINE RD

2ND ST NW

3RD ST NW

3RD ST NE

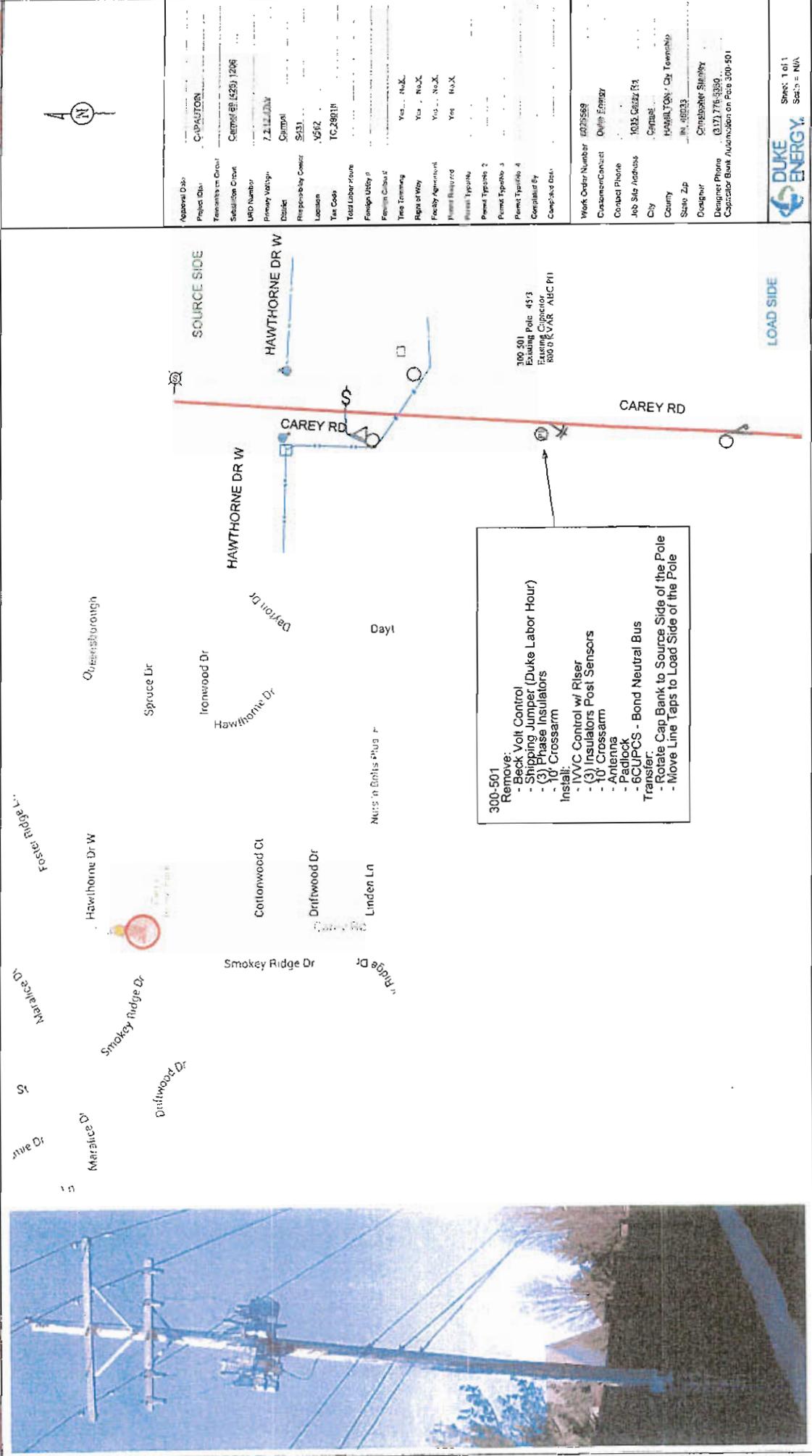
USP: Breaker at Carmal 69 (425) Substation
 USP:
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions

WZS: Remember "Your Circle of Safety"
 WZS: No Traffic Flagging Required
 WZS:
 WZS:
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Agency Dist:	C-UPAUTON
Project Obj:	Substation Circuit
Substation Circuit:	Carmal 69 (425) 120R
URD Number:	7.1.11.11.11.11
Primary Voltage:	5431
Circle:	Y562
Responsibility Center:	TC29031R
Line Code:	
Total Labor Hours:	
Permit Utility #:	
Permit Class #:	
Tree Trimming:	Yes... No..X
Right of Way:	Yes... No..X
Facility Agreement:	Yes... No..X
Permit Required:	Yes... No..X
Permit Type/No:	
Permit Type/No 2:	
Permit Type/No 3:	
Permit Type/No 4:	
Complaint #:	
Completed Date:	
Work Order Number:	6029569
Customer/Contact:	Duke Energy
Contact Phone:	
Job Site Address:	1033 Carey Rd
City:	Carmal
County:	Haystack City Township
State Zip:	IN 46033
Designer:	Compass/Slattery
Designer Phone:	(317) 776-9396
Capacitor Bank Allocation on Pole 300-501:	

USP: Breaker at Carmel 69 (425) Substation

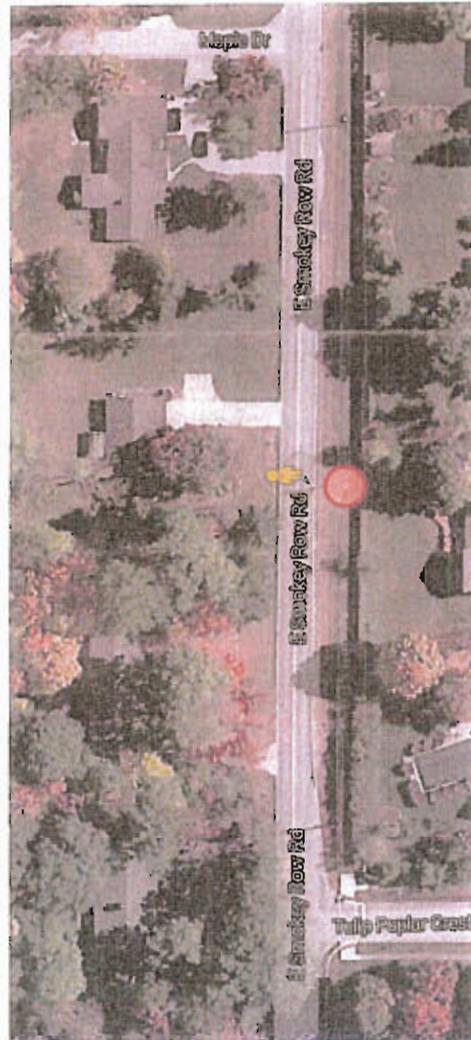
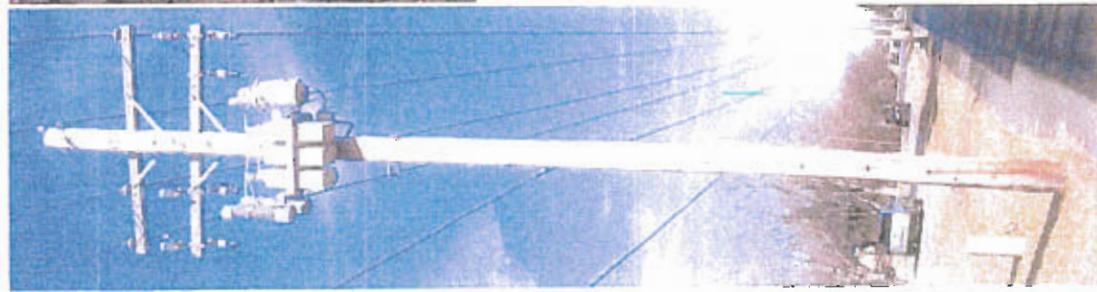


?:
?:
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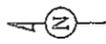
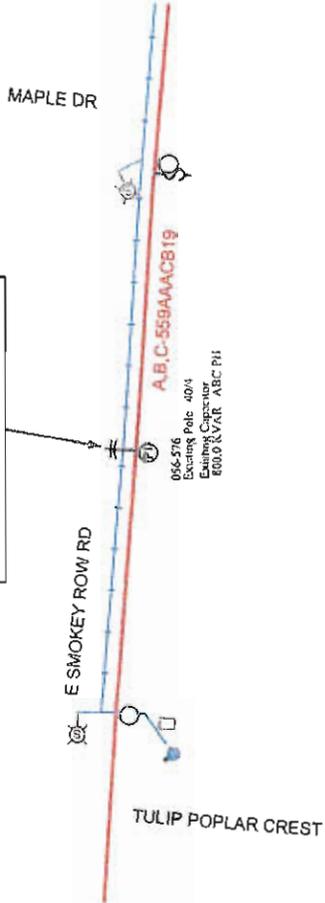
Safety Reminders / Adverse Conditions

WZS: Remember "Your Circle of Safety"
 WZS: Traffic Flagging Required
 WZS:
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



- 056-576
 Remove:
 - Back Volt Control
 - Strapping Jumper
 - (3) Phase Insulators
 - 8 Crossarm (Top)
 - (3) 10 kV Arresters
 Install:
 - IVC Control w/ Riser
 - (3) Insulator Post Sensors
 - Antenna
 - Padlock
 - 6CUPCS - Bond Neutral Bus
 - (8) Wildlife Guards
 - (3) 10 kV Arresters on Rack
 - 10 kV Arrester for Transformer



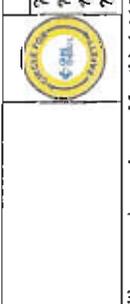
Approved Date: CAPA/TORN
 Project ID:
 Transmission Group:
 Substation Circuit: Carmel 69 (425) 120kV
 UID Number:
 Priority Voltage: 12.02-12kV
 District: Carmel
 Multiple 3-Phy Center: S431
 Location: Y55Z
 Tax Code: TC 28018
 Total Labor Hours:
 Foreign USA a:
 Foreign Code #:
 New Emerging: Yes, NoX
 Right of Way: Yes, NoX
 Fee by Agreement: Yes, NoX
 From Request: Yes, NoX
 Permit Type(s):
 Permit Type(s) 2:
 Permit Type(s) 3:
 Permit Type(s) 4:
 Completed By:
 Completed Date:

Work Order Number: 8025551
 Customer/Contact: Duke Energy
 Contact Phone:
 Job Site Address: 3339 E. Spindley Place Rd
 City: Carmel
 County: Hamilton City Township
 State, Zip: IN 46033
 Designer: Chicago / Sunbur
 Designer Phone: (317) 775-5580
 CapEx/OpEx: Automation on Page 056-576



USP: Breaker at Carmel 69 (425) Substation

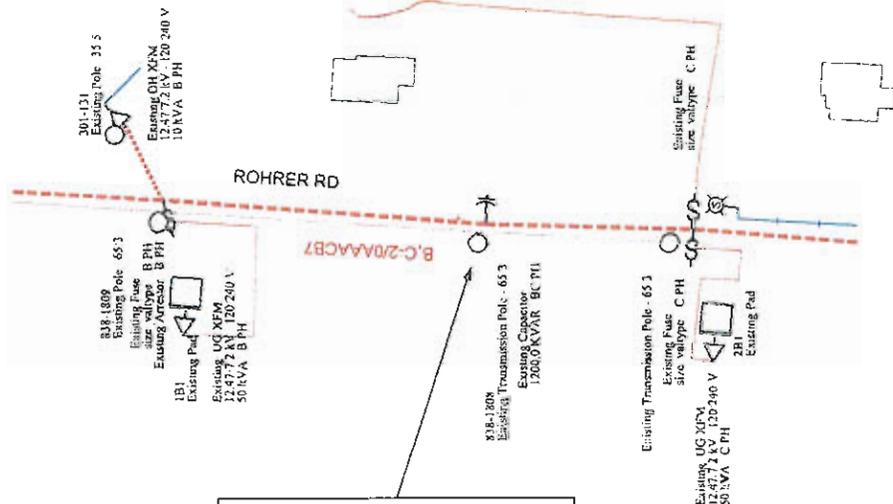
SAFETYFIRST!
 SAFETY FIRST!
 SAFETY FIRST!
 SAFETY FIRST!



Safety Reminders / Adverse Conditions

WZS: Remember "Your Circle of Safety"
 WZS: Traffic Flagging Required
 WZS:
 WZS:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



838-1808

Remove:

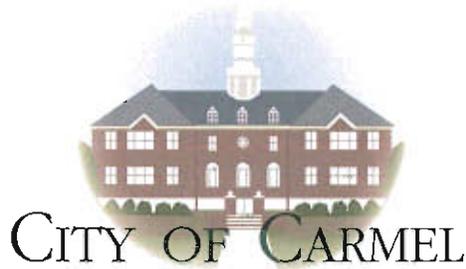
- Beck Volt Control
- Shipping Jumper (Duke Labor Hour)
- Post Insulators
- 8' Crossarm (Top XARM)

Install:

- IWC Control w/ Riser
- Post Insulator Sensors
- Antenna
- Padlock
- 6CUPCS - bond neutral bus
- 8' Crossarm (Top XARM)

Approved Date	CAPAUTON
Project Cdn	Transmission Circuit
Station Circuit	Carmel 69 (425) 1202
URG Number	1202
Primary Voltage	12.477 kV
District	Central
Responsibility Code	3479
Location	X592
Trk Cross	TC 280 JB
Tell Us, No Hours	
For Jim Kelly R	
Foreign Cable	Yes No
Tee Trimming	Yes No
Right of Way	Yes No
Facility Agreement	Yes No
Permit Required	Yes No
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	
Completed By	
Compiling Date	

Work Order Number 802354
 Customer/Contact Duke Energy
 Contact Phone
 Job Site Address 1001 Rohrer Rd
 City Salem
 County Hamilton / Clay Township
 State, Zip TN 36032
 Designer Christopher Shively
 Designer Phone 317 276-6310
 Capacitor Bank Automation on Pole 038-1408



November 15, 2016

JAMES BRAINARD, MAYOR

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

RE: LANE RESTRICTION & OPEN PAVEMENT CUT (PENNSYLVANIA STREET) – 12S13 NORTH MERIDIAN STREET – OCM GROUP - COMCAST

Dear Board Members:

Mr. Kevin Maxwell, OCM Communications, on behalf of Comcast of Indiana, is requesting approval for a lane restriction and open pavement cut to expose an existing utility for placement of new fiber optic cable to service the property at 12513 North Meridian Street.

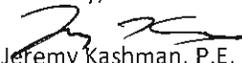
There will be two (2) core drills within the pavement for location of the existing utility. Each bore will be 2" in diameter. The cores will be in the Pennsylvania Street right-of-way, south of the intersection with West Carmel Drive. (Location exhibits attached)

Work is scheduled to begin upon Board approval.

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

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

Sincerely,


Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\OCMPENNSTREET12513MERIDIANCOREDRILL.DOC



Caleb Warner
City of Carmel Indiana

Caleb

See attached a permit request for Comcast of Indianapolis for a build to 12513 N Meridian St, but the work will be on Pennsylvania St.

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

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

Thanks

A handwritten signature in black ink that reads "Kevin Maxwell".

Kevin Maxwell
OCM Engineering
812-528-7026

CITY OF CARMEL
RIGHT OF WAY PERMIT

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

PROJECT COORDINATOR:
OC COMMUNICATIONS

WARNINGS:
Unauthorized use of the seal
of the State of Indiana for any
purpose other than that authorized
by the laws of the State of Indiana
is prohibited.



Project Numbers:
OCM Project #: 20-0413
Client Project #:

FIBER OPTIC CABLE PLACEMENT:

Project: Metro-E, OSSIP - N
12513 N. Meridian
Carmel, Indiana
(Hamilton Cnty, Clay Twship)

SCOPE OF WORK:
Approximately 4,000' (ft) of New Underground Fiber;

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

PERMIT REQUIREMENTS:

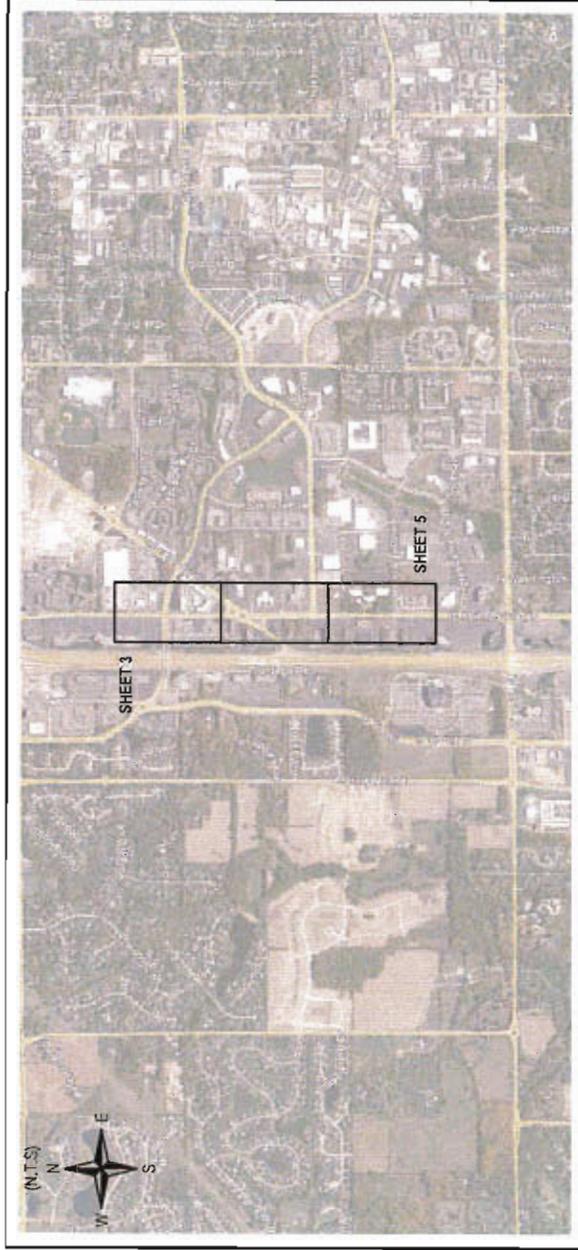
RIGHT OF WAY	REQUIRED - CITY OF CARMEL
INDOT	NOT REQUIRED
RAIL ROAD	NOT REQUIRED

DESIGN:	
CONST. SET:	
REV 1:	
REV 2:	
REV 3:	
PERMIT:	GDH 11/07/2016
AS-BUILT:	

SHEET NUMBER: 1 of 7



Metro-E - Ossip-N
12513 N. Meridian Carmel, In



OUTSIDE PLANT CONSTRUCTION
FIBER OPTIC CABLE ROUTE

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



CITY OF CARMEL
RIGHT OF WAY PERMIT

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

PROJECT COORDINATOR:
CC COMMUNICATIONS

WARNING:
Unauthorized Personnel Are Prohibited From Entering This Area
Unless Authorized by the City of Carmel or by
IUPPS prior to any construction.
IUPPS - 1800.382.6544 or 811



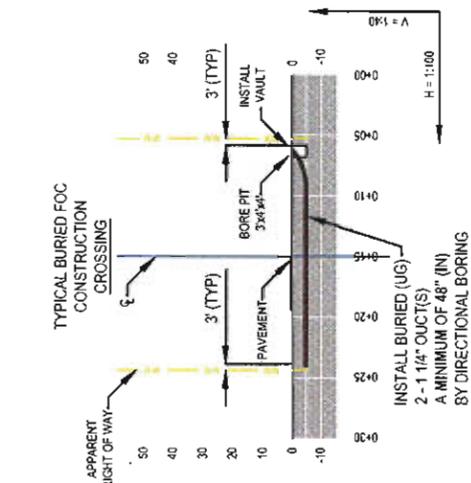
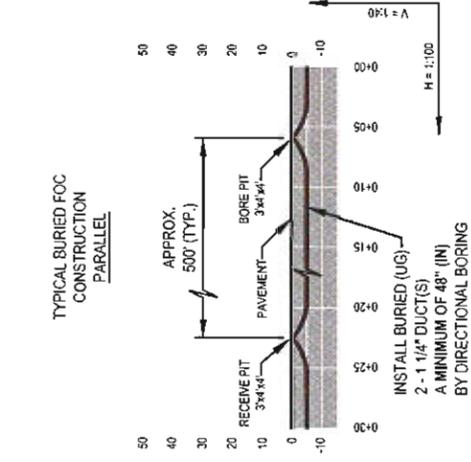
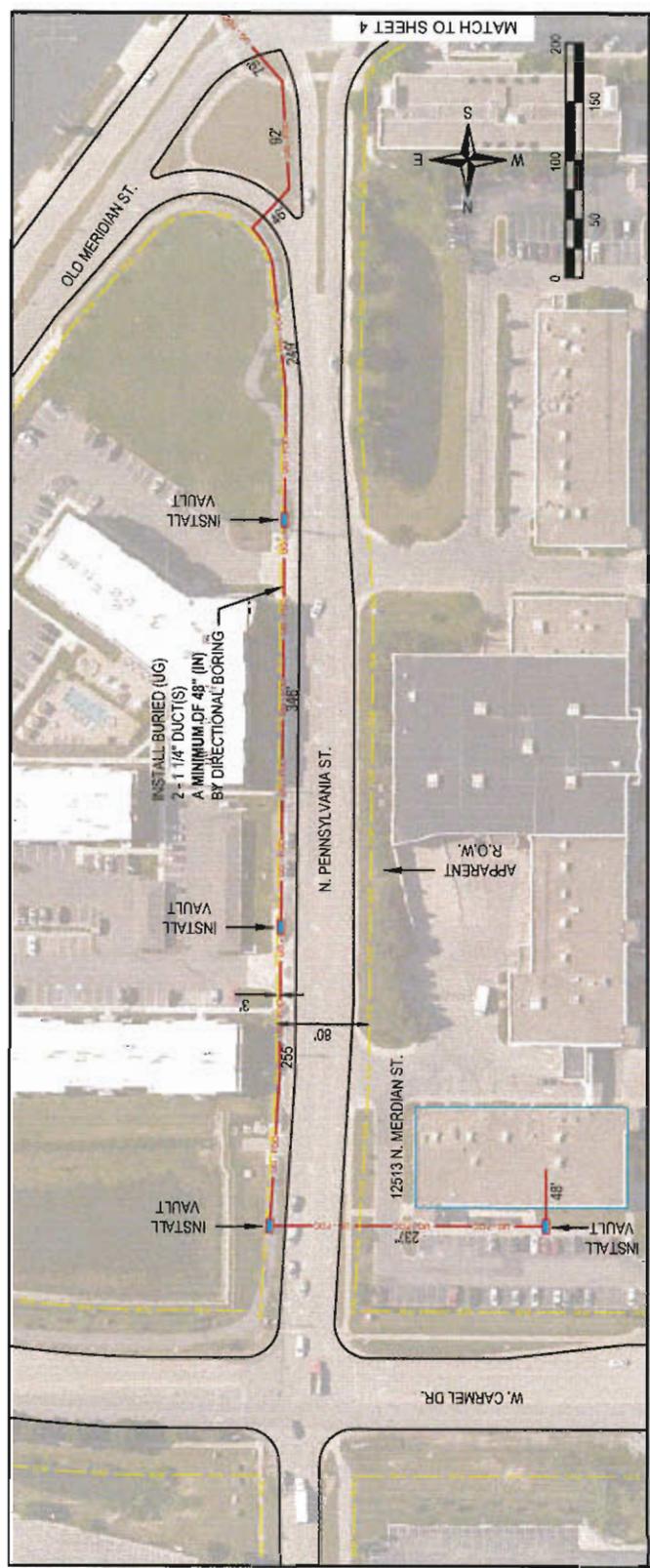
Project Numbers:
OCM Project #: 20-613
Client Project #:

FIBER OPTIC CABLE PLACEMENT:
Project: Metro-E: OSSIP - N
12513 N. Meridian
Carmel, Indiana
(Hamilton Cnty, Clay Twship)

SCOPE OF WORK:
Approximately 4,000' (ft) of New Underground Fiber.

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

PERMIT REQUIREMENTS:	
RIGHT OF WAY	REQUIRED - CITY OF CARMEL
INDOT	NOT REQUIRED
RAIL ROAD	NOT REQUIRED
DESIGN:	
CONST SET:	
REV 1:	
REV 2:	
PERMIT:	GDH 11/07/2016
AS-BUILT:	
SHEET NUMBER: 3 of 7	



**CITY OF CARMEL
RIGHT OF WAY PERMIT**

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

PROJECT COORDINATOR:
QC COMMUNICATIONS

WARNING:
Underground Facilities in this Area
Others must be located by their ownership or by
utility prior to any construction.
UTPPS - 1800-333-2244 or 911



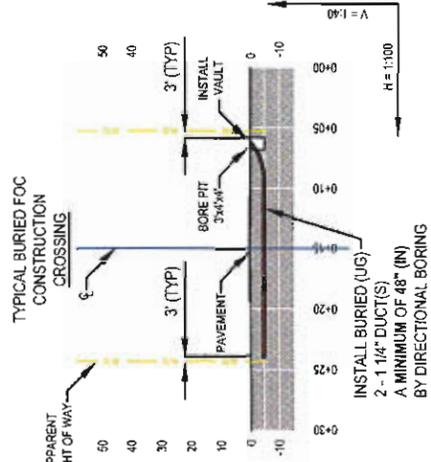
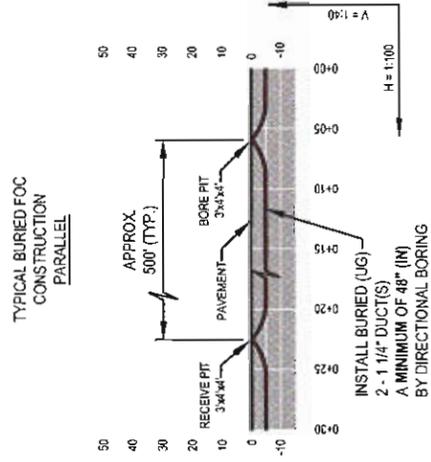
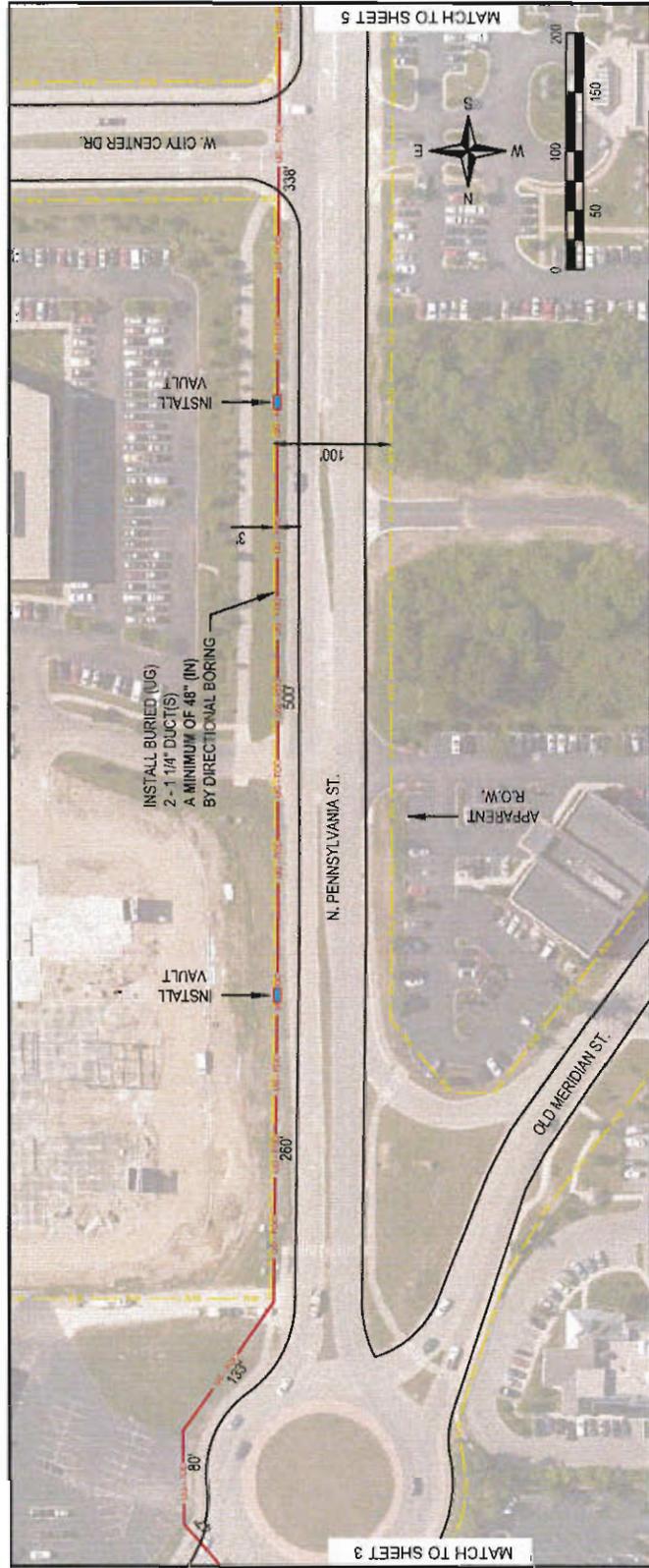
Project Numbers:
OCM Project #: 26-613
Client Project #:

FIBER OPTIC CABLE PLACEMENT:
Project: Metro-E: OSSIP - N
12513 N. Meridian
Carmel, Indiana
(Hamilton City, Clay Twstpl)

SCOPE OF WORK:
Approximately 4,000' (ft) of New Underground Fiber.

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

PERMIT REQUIREMENTS:	
RIGHT OF WAY	REQUIRED - CITY OF CARMEL
RAIL ROAD	NOT REQUIRED
DESIGN:	
CONST SET:	
REV 1:	
REV 2:	
REV 3:	
PERMIT:	GDH 11/07/2015
AS-BUILT:	
SHEET NUMBER: 4 of 7	



CITY OF CARMEL
RIGHT OF WAY PERMIT

ENGINEER:
OCM ENGINEERING
1738 CHURCHMAN AVE.
INDIANAPOLIS, INDIANA 46203
Phone: (317) 644-0949
www.ocmgroup.com

PROJECT COORDINATOR:
GC COMMUNICATIONS

WARNINGS:
Underground Facilities in the Area.
Utilities must be located by your owner(s) or by
a qualified utility locator.
IUPPS - 480-393-5544 or 811

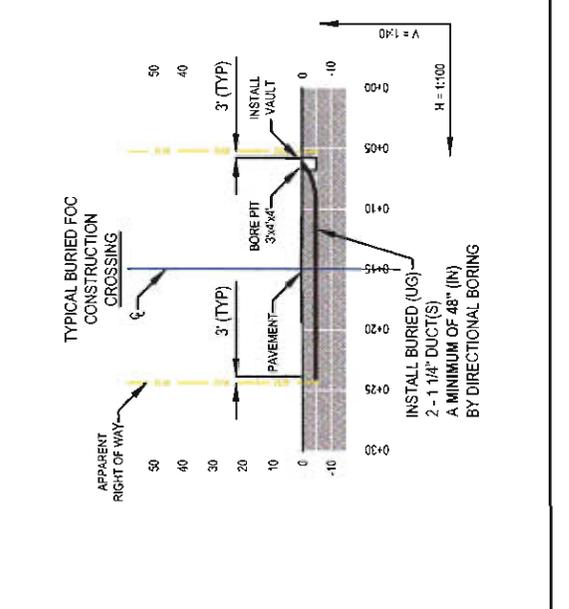
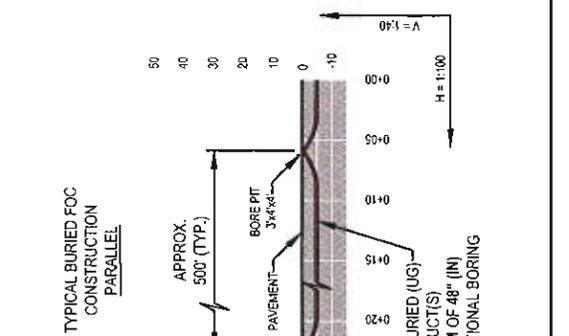
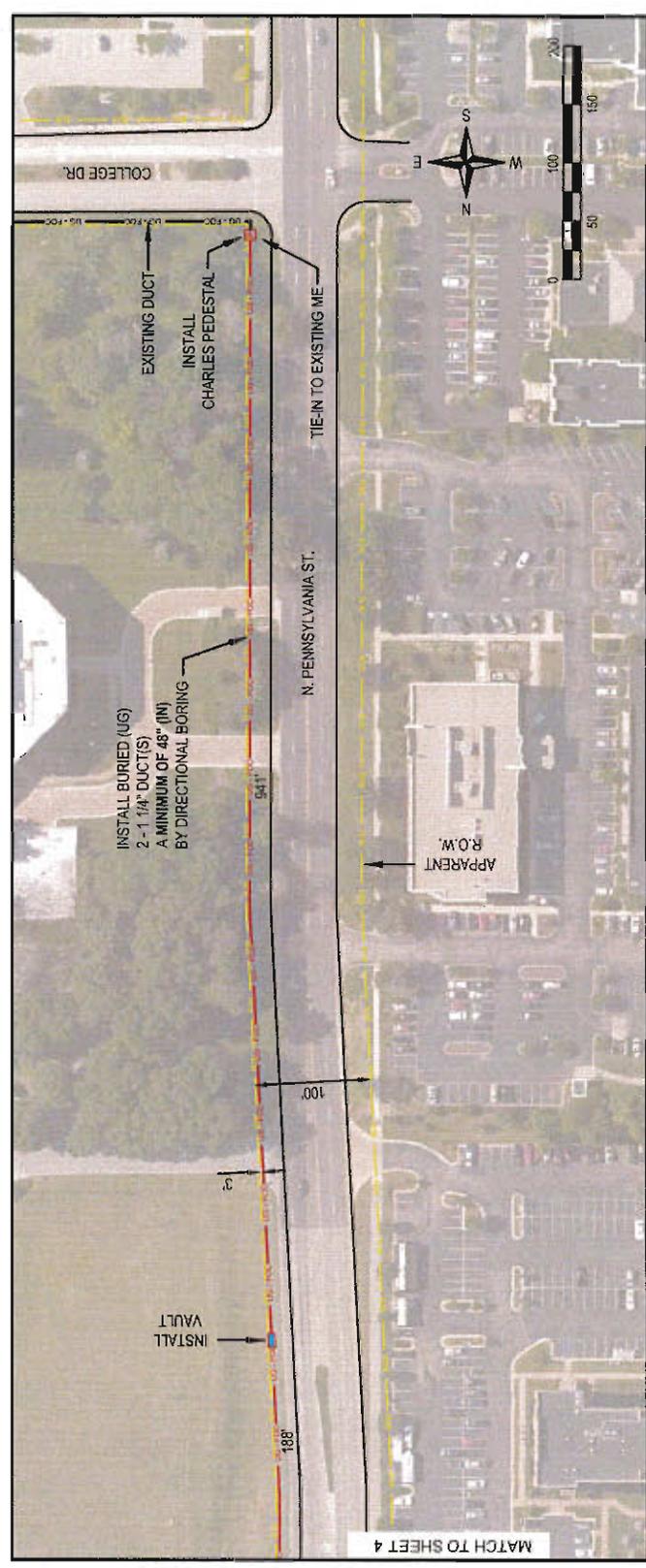


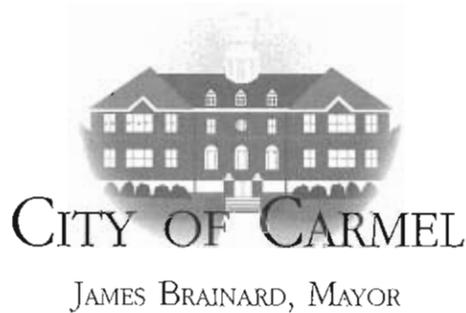
Project Numbers:
OCM Project #: 20-513
Client Project #:

FIBER OPTIC CABLE PLACEMENT:
Project: Metro-E: OSSIP - N
12513 N. Meridian
Carmel, Indiana
(Hamilton Ony, Clay Twsthp)

SCOPE OF WORK:
Approximately 4,000' (ft) of New Underground Fiber;
Conduit Depth: 48" (m) Standard / Unless Specified

PERMIT REQUIREMENTS:	
RIGHT OF WAY	REQUIRED - CITY OF CARMEL
INDOT	NOT REQUIRED
RAIL ROAD	NOT REQUIRED
DESIGN:	
CONST SET:	
REV 1:	
REV 2:	
REV 3:	
PERMIT:	SPH 110272016
AS-BUILT:	
SHEET NUMBER: 5 of 7	





December 14, 2016

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

Re: Request for Variance (Fence) at 2022 Finchley Road

Dear Board Members:

Mr. and Mrs. Azher and Aftab Khan, owners of the property with the common address 2022 Finchley Road, have requested a variance from Carmel City Code Section §6-227 (a)(4) for the installation of a fence within a portion of the lot designated as an easement. Generally, the fence is proposed to be installed at the location indicated on the attached exhibit.

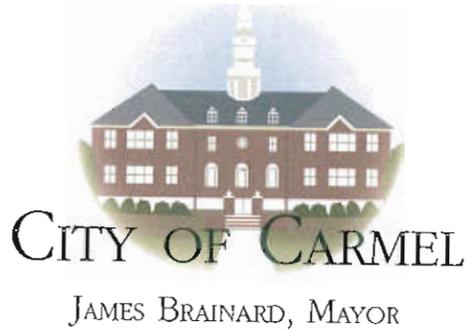
It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve 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 obtain permission from Hamilton County Drainage Board to be within the Regulated Drain Utility Easement prior to the start of installation and ensure that the person performing the work locates the Regulated Drain and installs the fence at least 7.5' from this pipe or as designated by the Hamilton County Drainage Board to prevent damage to the infrastructure.

Respectfully,

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

Jeremy Kashman, PE
City Engineer



December 14, 2016

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

Re: Consent to Encroach (Fence) at 2022 Finchley Road

Dear Board Members:

A Consent to Encroach document signed by Mr. and Mrs. Azher and Aftab Khan, owners of the property with the common address 2022 Finchley Road, 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 December 21, 2016 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman", is written over a faint, light-colored signature line.

Jeremy Kashman, PE
City Engineer

ATTACHEMENT: CONSENT TO ENCROACH DOCUMENT

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between *Azher and Aftab Khan, 2022 Finchley Road, Carmel, Hamilton County, Indiana 46032*, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 820 ("Lot") in *Village of Westclay, Section Number 10002* which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in *Plat Cabinet 3, Slide Number 519, Instrument Number 200400075938* in the Office of the Hamilton County Recorder on *November 8, 2004*, as *Village of Westclay, Section Number 10002* (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 *Drainage Utility and Sewer Easement*, identified as "*10' DU&SE*" 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 AMK SAK; and
12/21/16

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"

Azher Khan

Signature: *Azher Khan*
 Date: 12/9/16

Aftab Khan

Signature: *S. Aftab Khan*
 Date: 12-9-16

STATE OF INDIANA)
) SS:
 COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared *Azher and Aftab Khan*, 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 9th day of December, 2016.

Diane M. Frantz
 NOTARY PUBLIC
Diane M. Frantz
 Printed Name

My Commission Expires:
Jul 10, 2022

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 – Section 10002

A part of the Northwest Quarter and the Southwest Quarter of Section 33, Township 18 North, Range 3 East in Clay Township, Hamilton County, described as follows:

Commencing at the Northeast corner of said Southwest Quarter; thence South 00 degrees 23 minutes 56 seconds East along the east line of the said Southwest Quarter a distance of 104.03 feet to the Point of Beginning; thence the next 10 courses being along the southern and western lines of Village of West Clay, Section 10001 as recorded in Instrument #20000062972, Plat Cabinet 2, Slide 335 in the Office of the Recorder in Hamilton County, Indiana (1) South 89 degrees 36 minutes 25 seconds West a distance of 40.00 feet; (2) North 40 degrees 54 minutes 09 seconds West a distance of 53.21 feet to a non-tangent curve to the right having a radius of 480.00 feet, the radius point of which bears North 10 degrees 39 minutes 42 seconds East; (3) northerly along said curve an arc distance of 595.23 feet to a point which bears South 81 degrees 49 minutes 41 seconds West from said radius point; (4) North 03 degrees 10 minutes 18 seconds West a distance of 336.31 feet to a tangent curve to the left having a radius of 420.00 feet, the radius point of which bears South 31 degrees 49 minutes 41 seconds West; (5) northwesterly along said curve an arc distance of 509.19 feet to a point which bears North 39 degrees 38 minutes 57 seconds East from said radius point; (6) North 59 degrees 21 minutes 03 seconds West a distance of 288.71 feet to a tangent curve to the left having a radius of 10.00 feet, the radius point of which bears South 39 degrees 38 minutes 57 seconds West; (7) westerly along said curve an arc distance of 10.44 feet to a point of reverse curve having a radius of 89.50 feet, the radius point of which bears North 20 degrees 11 minutes 04 seconds West; (8) westerly along said curve an arc distance of 64.89 feet to a point of reverse curve having a radius of 10.00 feet, the radius point of which bears South 21 degrees 21 minutes 18 seconds West; (9) southwestwesterly along said curve an arc distance of 12.11 feet to a point which bears North 43 degrees 03 minutes 01 seconds West from said radius point; (10) South 41 degrees 56 minutes 58 seconds West 3.73 feet to the northeastern corner of Village of West Clay Section 10004-A as recorded in Instrument #200300052519, Plat Cabinet 3, Slide 181 in said Recorder's Office; thence the next 4 courses being along the eastern line of said Village of West Clay, Section 10004-A; (1) South 41 degrees 56 minutes 58 seconds West a distance of 206.02 feet to a tangent curve to the left having a radius of 25.00 feet, the radius point of which bears South 48 degrees 03 minutes 01 seconds East; (2) southerly along said curve an arc distance of 27.21 feet to point of reverse curve having a radius of 125.00 feet, the radius point of which bears South 69 degrees 35 minutes 05 seconds West; (3) southerly along said curve an arc distance of 44.54 feet to a point which bears South 90 degrees 00 minutes 00 seconds East from said radius point; (4) South 90 degrees 00 minutes 00 seconds West a distance of 50.00 feet to the northeast corner of Village of West Clay, Section 10003 as recorded in Instrument #200400030208, Plat Cabinet 3, Slide 396 in said Recorder's Office; thence the next 8 courses being along the eastern line of said Village of West Clay, Section 10003; (1) South 00 degrees 00 minutes 00 seconds East a distance of 160.05 feet to a tangent curve to the left having a radius of 410.00 feet, the radius point of which bears South 90 degrees 00 minutes 00 seconds East; (2) southeasterly along said curve an arc distance of 305.80 feet to a point which bears South 47 degrees 15 minutes 56 seconds West from said radius point; (3) South 42 degrees 44 minutes 04 seconds East a distance of 55.31 feet to a tangent curve to the right having a radius of 25.00 feet, the radius point of which bears South 47 degrees 15 minutes 56 seconds West; (4) southeasterly, southerly and southwestwesterly along said curve an arc distance of 38.77 feet to a point which bears South 42 degrees 44 minutes 04 seconds East from said radius point; (5) South 47 degrees 15 minutes 56 seconds West a distance of 149.51 feet to a tangent curve to the right having a radius of 775.00 feet the radius point of which bears North 42 degrees 44 minutes 04 seconds West; (6) southwestwesterly and westerly along said curve an arc distance of 205.11 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; (7) North 90 degrees 00 minutes 00 seconds West a distance of 20.84 feet; (8) South 00 degrees 25 minutes 36 seconds East a distance of 212.49 feet to a point being 48.00 feet south by perpendicular measurement off the south line of said Northwest Quarter (also being the north line of said Southwest Quarter); thence North 59 degrees 21 minutes 25 seconds East parallel with said north line a distance of 5.28 feet to the west line of the East Half of said Southwest Quarter; thence South 00 degrees 25 minutes 36 seconds East along said west line a distance of 142.67 feet; thence North 39 degrees 21 minutes 25 seconds East parallel with said north line a distance of 1351.43 feet to the east line of said Southwest Quarter; thence North 00 degrees 23 minutes 56 seconds West along said east line a distance of 385.64 feet to the Point of Beginning, containing 30.522 acres, more or less.