Board of Public Works and Safety Meeting
AGENDA
Wednesday, February 3, 2016 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

a. **Minutes from the January 20, 2016, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

a. **Bid Award for the 2016 Police AWD Utility Vehicles; Pearson Ford; This was the lowest and most responsive bid;** Chief Tim Green, Carmel Police Department. **TABLED**

3. CONTRACTS

a. **Request for Purchase of Goods and Services; Blackmore & Buckner Roofing, LLC; ($35,350.00); City Center Roof Replacement and Roof Restoration;** Dave Huffman, Street Commissioner
b. **Request for Purchase of Goods and Services; RQAW Corporation; ($176,440.00); Intersection Improvement at Old Meridian Street and Carmel Drive;** Jeremy Kashman, City Engineer
c. **Request for Purchase of Goods and Services; TMT Inc.; ($50,000.00); Quote for Tree Planting and Landscaping Services;** Mike Hollibaugh, Director of Community Services
d. **Request for Purchase of Goods and Services; Bartlett Tree Experts; ($75,000.00); Quote for Tree Removal and Landscape Maintenance;** Mike Hollibaugh, Director of Community Services
e. **Request for Purchase of Goods and Services; Wiese Training and Development, LLC; ($500.00); Performance Agreement for leadership Workshop** Nancy Heck, Director of the Department of Community Relations
f. **Request for Purchase of Goods and Services; CC & T Construction Company, Inc.; ($81,020.00); Rangeline Rd Sidewalk and ADA Improvements;** Dave Huffman, Street Commissioner
g. **Request for Purchase of Goods and Services; MacAllister Power Systems ($5,0854.00); Carmel Fire Department Station Inspection;** Bob VanVoorst, Logistics Section Chief, Carmel Fire Department
h. **Request for Purchase of Goods and Services; Saddle Creek Homeowners Association and the Hamilton County Drainage Board; ($23,500.00);**

Payment of Project Cost for Dredging of Pond 11; (Storm Water Board) Jeremy Kashman, City Engineer

i. **Request for Purchase of Goods and Services; Municipal & Contractors Sealing Products; Change Order #1; ($1,400.00); Carmel Culvert 101 Pipe Liner Project;** Jeremy Kashman, City Engineer

j. **Request for Purchase of Goods and Services; E&B Paving; Change Order #6; ($30,740.20); Main Street Improvements;** Jeremy Kashman, City Engineer

k. **Request for Purchase of Goods and Services; E&B Paving; Change Order #7; ($13,778.56); Main Street Improvements;** Jeremy Kashman, City Engineer

4. REQUEST TO USE CITY STREETS/PROPERTY

a. **Request to Use Caucus Room (1/3 and 2/3); Fill Santa Bags; November 16, 2016; 10:00 a.m. to 3:00 p.m.;** Nancy Heck/Meg Osborne, The City of Carmel

b. **Request to Use Caucus Room (1/3 and 2/3); Board & Committee Meeting; March 8, 2016; 5:15 p.m. to 7:30 p.m. and Every Second Tuesday of the Month Thereafter;** Joan Cimino, Carmel International Arts Festival, Inc.

c. **Request to Use Reflecting Pond; R/C Submarine Convention; August 5,6 and 7, 2016; 7 a.m. to 5 p.m.;** Chris Campbell, Indianapolis Admirals/Subcommittee

d. **Request to use Gazebo, Fountain Area and Japanese Garden; Wedding; August 6, 2016; 12:00 p.m. to 6:30 p.m.;** Christine Eaton

e. **Request to use Gazebo; Holiday on the Square; November 19, 2016; 9:00 a.m. to 9:00 p.m.;** Nancy Heck/Meg Osborne, The City of Carmel

f. **Request to Use City Streets/ Veteran Plaza; Memorial Day Ceremony; May 27, 2016; 7:00 a.m. to 11:00 a.m.;** Nancy Heck/Meg Osborne, The City of Carmel

5. STORM WATER BONDS

a. **Resolution SWB 02-03-16-02; A Resolution of the Board of Public Works and Safety, Acting as the Governing Body of the Department of the Storm Water Management for the City of Carmel, Indiana, Amending a bond and Appropriation Resolution of the City of Carmel Storm Water District;** Bruce Donaldson, Barnes and Thornburg

Synopsis:
This resolution makes technical corrections to the original bond resolution for the special benefits tax bonds that were adopted on January 4.

b. **Resolution SWB 02-03-16-03; A Bond Resolution of the Board of Public Works and Safety, Acting as the Governing Body of the Department of Storm Water Management for the City of Carmel, Indiana;** Bruce Donaldson, Barnes and Thornburg

Synopsis:
This resolution authorizes the issuance of storm water revenue bonds as a supplement to the larger special benefits tax bond that was previously authorized.

6. OTHER

a. **Uniform Conflict of Interest Disclosure Statement;** Tom Small
b. **Uniform Conflict of Interest Disclosure Statement;** Gregory A. Webb
c. **Request for Assignment and Conveyance of Monitoring Well; J.R. Farmer Finance – SC, LLC; Transfer of Monitoring Well 11;** Jeremy Kashman, City Engineer
d. **Request for Funding Agreement Approval; Auman Newark Neighborhood Improvements Phase III; Grant NO: HCCDBE-15-15;** Jeremy Kashman, City Engineer
e. **Request for Secondary Plat Approval; Grannan Grove;** Brett Huff, Stoeppelwerth
f. **Request for Secondary Plat Approval; Mayflower Park Lot 5 in Block 6;** Brian Rismiller, S.E.A. Group
g. **Request for Lane Restrictions; 96th Street and Priority Way;** Brad Rynearson, TPI Utility Construction
h. **Request for Lane Restrictions and Open Pavement Cuts; 103rd, 106th and 10495 N. Pennsylvania Street.;** Steve Krebs, AT & T
i. **Request for Lane Restriction/Open Pavement Cut; College Avenue – Carmel Clay Parks System;** Greg Swinney, Swinney Brothers
j. **Request for Variance; 14572 New Garden Lane;** Mr. and Mrs. Martin
k. **Request for Consent to Encroach; 14572 New Garden Lane;** Mr. and Mrs. Martin
l. **Request for Stormwater Variance; Jackson's Grant on Williams Creek Lot 101;** Doug Warner, Republic Development

7. PUBLIC HEARINGS

a. **Resolution SWB 02-03-16-01; A Resolution of the Board of Public Works and Safety, Acting as the Governing Body of the Department of the Storm Water Management for the City of Carmel, Indiana, Modifying and Confirming a Declaratory Resolution Approving the Construction and Acquisition of Certain Storm Water Improvements and Certain Matters Related Thereto;** Bruce Donaldson, Barnes and Thornburg

Synopsis:
This resolution confirms the declaratory resolution of the Board that was adopted on January 4.

8. ADJOURNMENT

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

MEETING CALLED TO ORDER

Board Member Burke called the meeting to order at 10:02 a.m.

MEMBERS PRESENT

Board Members; Lori Watson and Mary Ann Burke, Deputy Clerk; Jacob Quinn

MINUTES

Minutes for the January 6, 2016 Regular meeting were approved 2-0.

BID/QUOTE OPENINGS AND AWARDS

Quote Opening for Keystone Crack Sealing; Board Member Burke opened the quotes and read aloud:

Company	*Amount*
Rieth-Riley Construction Co., Inc	*$130,000*

The quotes were given to Dave Huffman, Street Commissioner for review and recommendation.

*Bid Award for the 2016 Police AWD Utility Vehicles; Pearson Ford; This was the lowest and most responsive bid**;** This item was Tabled.*

*Bid Quote Approval for Project #15-20(INS) – 3130 E. 96th Street Sewer Repair**;** This bid was opened just prior to the meeting. It was determined that the bid was still valid. Board Member Burke read them aloud:*

Company	*Amount*
Calumet Civil Contractors	*$23,045.00*

The quotes were given to Jeremy Kashman, City Engineer for review and recommendation.

PERFORMANCE RELEASES

Resolution BPW-01-20-16-02; Park Grenshire Subdivision; Initial Erosion Control, Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

CONTRACTS

Resolution No. BPW 01-20-16-01; A Resolution of the City of Carmel Board of Public Works Acknowledging Receipt of Contract; St. Vincent Carmel Hospital, Paramedicine Services; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution No. BPW 01-20-16-22; A Resolution of the City of Carmel Board of Public Works Acknowledging Receipt of Contract; ($110,000.00); Independent Consultant Linda J. Harvey; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Gazebo; Music Concert; July 9, 2016; 4:00 p.m. to 5:30 p.m.; David Tenold, Carmel Seventh-Day Adventist Church; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use City Streets; 4 Mile Run; March 12, 2016; 9:00 a.m. to 12:00 p.m.; James Nichols, 131 Event Productions LLC; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Gazebo; Wedding; June 18, 2016; 10:00 a.m. to 7:00 p.m.; Brittany Flagg; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request to Use Gazebo; Carmel Celebration of Bands; August 20, 2016; 8:00 a.m. to 11:00 p.m.; Charles Conrad, Indiana Wind Symphony; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

OTHER

Request for Street Restriction/Open Pavement Cut; 307 5th Street N.E.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Recreational Path Closure/Open Cut at Both Locations for Gas Service; 3650 & 3670 West 141st Street Overbrook Farms; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-03; Art Grant for Actor's Theatre of Indiana; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-04; Art Grant for Carmel Art's Council; Mayor *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

Resolution BPW 01-20-16-05; Art Grant for Carmel Clay Historical Society; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-06; Art Grant for Carmel Community Players; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-07; Art Grant for Carmel Klavier, Inc.; Mayor Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-08; Art Grant for Carmel Symphony Orchestra; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-09; Art Grant for Central Indiana Dance Ensemble, Inc.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-10; Art Grant for Friend's Helping Friends, Inc.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-11; Art Grant for Gregory Hancock Dance Theatre; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-12; Art Grant for Indiana Ballet Conservatory; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-13; Art Grant for Indiana Music Education Association Foundation; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-14; Art Grant for Indiana Symphony Society, Inc.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-15; Art Grant for Indiana Wind Symphony; Mayor Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-16; Art Grant for Indianapolis Children's Choir; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-17; Art Grant for Indianapolis Opera; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-18; Art Grant for Indianapolis Symphonic Choir; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-19; Art Grant for International Talent Academy; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-20; Art Grant for The Museum of Miniature Houses and Other Collections, Inc.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 01-20-16-21; Art Grant for Russian School; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

ADJOURNMENT

Board Member adjourned the meeting at 10:25 a.m.

_____

Christine S. Pauley – Clerk-Treasurer

Approved

_____

Mayor James Brainard

ATTEST:

_____

Christine S. Pauley - Clerk-Treasurer

Blackmore & Buckner Roofing, LLC
Street Department - 2015
Appropriation #43-509; P.O. #32571
Contract Not To Exceed $35,350.00

APPROVED 12 JAO

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Blackmore & Buckner Roofing, LLC an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-509 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Thirty Five Thousand Three Hundred Fifty Dollars ($35,350.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. WARRANTY:

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

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

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

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

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

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

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

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

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

13. NO IMPLIED WAIVER:
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

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

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

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

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

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

If to City: City of Carmel
One Civic Square
Carmel, Indiana 46032

AND

Douglas C. Haney, City Attorney
Department of Law
One Civic Square
Carmel, Indiana 46032

If to Vendor: Blackmore & Buckner Roofing, LLC
1504 Sadler Circle Drive
Indianapolis, Indiana 46239
ATTENTION: Jamey Smith

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

19. TERMINATION:

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

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

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

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

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

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

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

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

25. NO THIRD PARTY BENEFICIARIES
This Agreement gives no rights or benefits to anyone other than City and Vendor.

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

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

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

Blackmore & Buckner Roofing, LLC
Street Department - 2015
Appropriation #43-509; P.O. #32571
Contract Not To Exceed $35,350.00

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

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

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

Blackmore & Buckner Roofing, LLC

By: _____
Authorized Signature

Peter Peterson
Printed Name

Director of Bus. Development
Title

FID/TIN: 202909270

Last Four of SSN if Sole Proprietor: _____

Date: 12/8/15

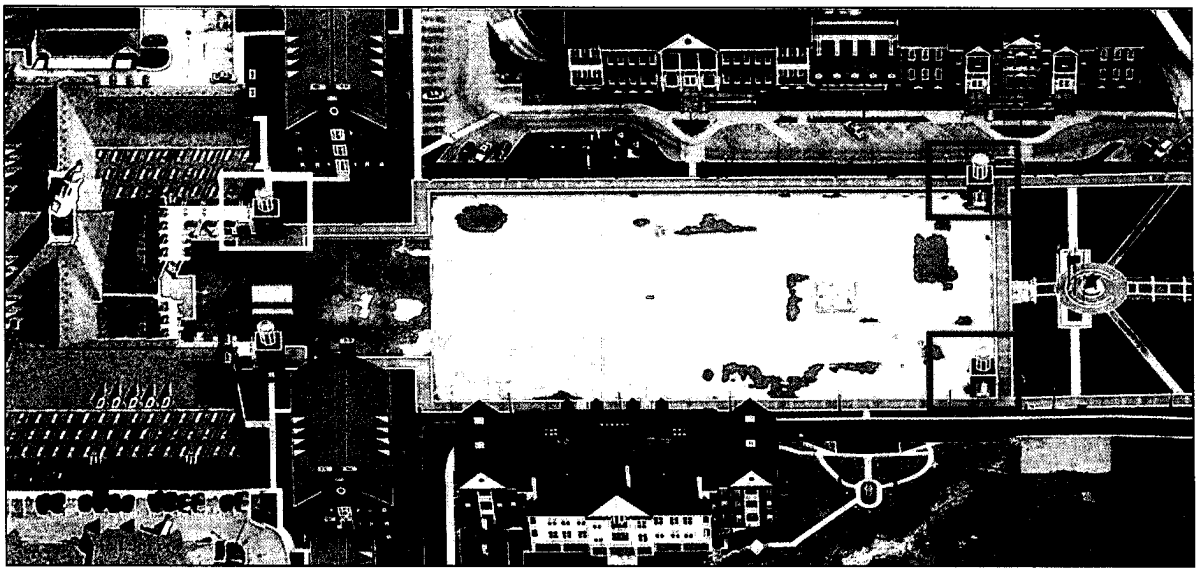
QUOTE TOTAL FOR TOWER

	TOTAL
PRICE FOR RE-ROOFING	$35,350.00

THIS IS TO BE THE FIRST PAGE OF ENTIRE QUOTE.

EXHIBIT A

SECTION 07 01 50.76 – REPLACEMENT AND REHABILITATION OF SINGLE PLY MEMBRANES



PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes two scopes; replacement and restoration, **only two roofs will be addressed marked in red and yellow on the drawing along the west elevation:**

B. Replacement:
1. At the southwest roof, remove and dispose of EPDM membrane and components to the existing wood decking
2. Replace wood decking at a unit cost
3. Mechanically attach either tapered polyisocyanurate or wood fiber insulation to exhaust water to the north east drain
4. At two gallons per square, adhere a composite ply base sheet in solvent free mastic
5. At coping, nail base sheet into coping, allow to cure
6. Follow the restoration scope to completion

C. Restoration
1. Remove wet insulation as identified and replace with similar thickness and R value
2. Power wash existing EPDM membrane roofing and copings and allow to properly dry
3. Do not proceed if the forecast calls for a 30% chance or greater of precipitation, and the exterior temperature is 50deg F and rising
4. Adhere a base coat of liquid applied and fiberglass reinforcement at all angles and around the drain prior to field installation.
5. Roll the surface of the fiberglass reinforcement to completely embed into wet base coat
6. For field and coping, install base coat directly to the EPDM membrane and spread evenly. Back roll to achieve desired wet mil thickness.

EXHIBIT A
2 of 11

7. Install reinforcement immediately into wet base coat. Fully embed the reinforcement into wet base coat. Use a wet roller, to fully embed reinforcement into the wet base coat. Roll until fully encapsulated.
8. Lap rolls no less than 3" End Laps shall be no less than 6". Lap onto flashing no less than 3"
9. Apply top coat over cured base coat beginning with flashings then install top coat directly over field base coat and spread coating evenly.
10. Back roll to achieve a minimum thickness of 32 wet mils on flashing and field
11. Apply top coat within 72 hours of base coat application
12. At open coping joints, clean and prime and seal with elastomeric polyurethane sealant and neatly tool
13. 12 year warranty

D. Related Requirements:

a. Infrared roof moisture survey report.

E. Unit Prices: Refer to Division 01 Section "Unit Prices" for description of Work in this Section affected by unit prices

1.3 MATERIALS OWNERSHIP

A. Demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

B. Existing Roofing System: **EPDM** single-ply membrane roofing, and components and accessories between deck and roofing membrane.

C. Roofing Coating Preparation: Existing roofing that is to remain and be prepared to accept restorative coating application.

D. Patching: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system and replacement with similar materials.

E. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

F. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.5 PERFORMANCE REQUIREMENTS

A. General: Provide recoated roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

C. SPRI Wind Design Standard: Manufacture and install copings and roof-edge flashings tested according to SPRI ES-1.

D. Flashings: Comply with requirements of Division 7 Sections "Sheet Metal Flashing and Trim" and "Manufactured Roof Specialties." Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:

1. NRCA Roofing and Waterproofing Manual (Sixth Edition) for construction details and recommendations.
2. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.

E. Energy Performance: Provide roof panels with initial solar reflectance not less than 0.75 and emissivity not less than 0.75 when tested according to CRRC-1.

F. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product specified.

1. Indicate CRRC Compliance.

1.7 INFORMATIONAL SUBMITTALS

A. Contractor's Product Certificate: Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing rehabilitation system.

C. Warranties: Unexecuted sample copies of special warranties.

D. Qualification Data: For Installer, Manufacturer, and Roofing Inspector.

1. Letter written for this Project indicating manufacturer approval of Installer to apply specified products and provide specified warranty.
2. Certificate indicating Installer is qualified in Project jurisdiction to perform asbestos abatement.

E. Photographs or Video Recordings: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by rehabilitation operations. Submit before Work begins.

F. Inspection Reports: Daily reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions required and carried out.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance Data: To include in maintenance manuals.

B. Warranties: Executed copies of approved warranty forms.

1.9 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:

1. Qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
2. Licensed to perform asbestos abatement work in Project jurisdiction.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section, with minimum five years experience in manufacture of specified products in successful use in similar applications.

C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:

1. An authorized full-time technical employee of the manufacturer.
2. An independent party certified as a Registered Roof Observer by the Roof Consultants Institute, retained by the Contractor or the Manufacturer and approved by the Manufacturer.

D. Roofing Rehabilitation Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to roofing system.

1. Meet with Owner; roofing coating materials manufacturer's representative; roofing rehabilitation Installer including project manager and foreman; and installers whose work interfaces with or affects rehabilitation including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
2. Review methods and procedures related to coating preparation, including membrane roofing system manufacturer's written instructions.
3. Review temporary protection requirements for existing roofing system that is to remain uncoated, during and after installation.
4. Review roof drainage during each stage of coating and review roof drain plugging and plug removal procedures.
5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
6. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect coating.
7. Review HVAC shutdown and sealing of air intakes.
8. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
9. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
10. Review governing regulations and requirements for insurance and certificates if applicable.
11. Review existing conditions that may require notification of Owner before proceeding.

1.10 PROJECT CONDITIONS

A. Owner assumes no responsibility for condition of areas to be rehabilitated.

EXHIBIT A
5 of 11

1. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
2. Contractor is responsible for conclusions derived from Owner's existing condition documents.

B. Owner will occupy portions of building immediately below re-coating area. Conduct coating so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

C. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.

D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

E. Weather Limitations: Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

F. **Hazardous Materials:** It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner's Designee.

1.11 WARRANTY

A. Special Warranty for Roof Rehabilitation: Written warranty in which Manufacturer agrees to repair roof coating installations that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Membrane failures including rupturing, cracking, or puncturing.
b. Deterioration of membranes, coatings, metals, metal finishes, and other associated materials beyond normal weathering.

2. Limit of Warranty Coverage for Repair of Roof Rehabilitation: Not to exceed original purchase price of manufacturer's coating materials, except that manufacturer may elect to apply the limit amount toward the following:

a. Purchase of a new replacement roof within the first 5 years following completion of rehabilitation work.

3. Qualified Installer Requirement: Installer must meet requirements of Quality Assurance Article.
4. Installation Inspection Requirement: By Roofing Inspector in accordance with requirements of Part 3 Field Quality Control Article.
5. Annual Manufacturer Inspection and Preventive Maintenance Requirement: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's annual inspections and preventive maintenance is included in the Contract Sum. Inspections to occur in Year 2, 5, 10, and 15 following completion.
6. Warranty Period: 20 years from date of completion of rehabilitation work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Those capable of meeting or exceeding the following requirements and satisfy with warranty.

EXHIBIT A

6 of 11

2.2 MATERIALS, GENERAL

A. General: Rehabilitation materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.

B. Temporary Roofing Materials: Selection of materials and design of temporary roofing is responsibility of Contractor.

C. Infill Materials: Where required to replace test cores and to patch existing roofing, use infill materials matching existing membrane roofing system materials, unless otherwise indicated.

2.3 FLUID-APPLIED ROOFING MEMBRANE COATING

A. Polyurethane Fluid-Applied System: Fire resistant, two-coat, polyurethane, elastomeric coating system consisting of a single component, high-performance aromatic urethane base coat and a single component, high-performance aliphatic urethane finish coat, with the following properties.

1. Aromatic Urethane Base Coat: Single component, high solids, low VOC, low odor, moisture-cure, high performance system with the following properties:

a. VOC Content: less than 50 g/l
b. Elongation, ASTM D 412: 500-700%.
c. Tensile Strength, ASTM D 412: 220-260 psi.

2. Aliphatic Urethane Top Coat: Single component, fire resistant, aliphatic urethane finish coat with the following properties.

a. Elongation, ASTM D 412: 250%.
b. Tensile Strength, ASTM D 412: 3,480 psi.
c. Color: White.

B. Polyester Reinforcing Fabric: 100 percent stitch-bonded mildew-resistant polyester fabric intended for reinforcement of compatible fluid-applied membranes and flashings.

2.4 NEW ROOF REPLACEMENT MATERIALS

A. High density wood fiber board; tapered

B. Solvent free, manufacturer recommend mastic

C. Composite base sheet with high tensile strength

2.5 AUXILIARY ROOFING REHABILITATION MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and roofing coating system.

B. Metal Surface Primer: Single-component, water based primer to promote adhesion of base coat to metal surfaces.

C. 60 mil EPDM membrane roofing; by Firestone building Products

D. EPDM membrane adhesive by Firestone Building Products

E. Single-Ply Membrane Primer: Single-component primer designed to promote adhesion of base coat to existing EPDM membrane surfaces.

F. Seam Reinforcing: Membrane manufacturers recommended seaming material.

G. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.

H. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.

I. Metal Flashing Sheet: Provide metal flashing sheet matching type, thickness, finish, and profile of existing metal flashing and trim.

J. Aggregate: For finish coat slip resistance: Silica sand, 20 – 40 mesh.

K. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine existing roofing substrates, with Installer present, for compliance with requirements and for other conditions affecting application and performance of roof coatings

1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
2. Verify compatibility with and suitability of substrates.
3. Verify that substrates are visibly dry and free of moisture.
4. Verify that roofing membrane surfaces have adequately aged to enable proper bond with base coat.
5. Verify that roofing membrane is free of blisters, splits, open laps, indications of shrinkage, and puncture damage or other indications of impending roof system failure.
6. Application of coatings indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Protect existing roofing system that is indicated not to be coated, and adjacent portions of building and building equipment.

1. Comply with warranty requirements of existing roof membrane manufacturer.
2. Limit traffic and material storage to areas of existing roofing membrane that have been protected.
3. Maintain temporary protection and leave in place until replacement roofing has been completed.

B. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with coating work that could affect indoor air quality or activate smoke detectors in the ductwork.

1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.

C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed

EXHIBIT A

8 of 11

for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

1. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

3.3 ROOF REPLACEMENT PREPARATION

A. Remove existing EPDM membrane roofing to structural wood decking, replace decking at a unit cost

B. Mechanically attach either tapered ISO or recovery board to wood deck to promote positive drainage away from parapet walls, and copula, to exhaust at internal roof drain.

C. In an application of solvent free mastic, apply up walls and set a composite base sheet. Try to eliminate over flow or spills of the mastic onto details, and base sheet

D. Follow the Roofing Coating Preperation to complete the roofing

3.4 ROOFING COATING PREPARATION

A. Membrane Surface Preparation:

1. Remove blisters, ridges, buckles, roofing membrane fastener buttons projecting above the membrane, and other substrate irregularities from existing roofing membrane that would inhibit application of uniform, waterproof coating.
2. Repair membrane at locations where irregularities have been removed.
3. Broom clean existing substrate.
4. Clean substrate of contaminants such as dirt, debris, oil, and grease that can affect adhesion of coating by power washing at minimum 2000 psi. Remove existing coatings if any. Allow to dry thoroughly.
5. Verify that existing substrate is dry before proceeding with application of coating. Spot check substrates with an electrical capacitance moisture-detection meter.

B. Roof Patching: Notify Owner each day of extent of roof tear-off proposed and obtain authorization to proceed.

1. Build-up isolated low spots on existing roofing membrane with coating manufacturer's recommended products to alleviate ponding.
2. Limited Roof Tear-Off: Where indicated, remove existing roofing membrane and other membrane roofing system components down to the deck. Fill in the tear-off areas to match existing membrane roofing system construction.
3. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

3.5 FLASHING REPAIR

A. Repair existing base flashings around parapets, curbs, walls, and penetrations.

1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.

B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.

C. Repair flashings, gravel stops, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components where required to leave in a watertight condition.

3.6 FLASHING AND STRIPPING INSTALLATION

A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:

1. Prime substrates with recommended primer if required by roof rehabilitation system manufacturer.

B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 6 inches (150 mm) onto field of roofing membrane.

C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.

1. Seal top termination of base flashing with a metal termination bar and elastomeric joint sealant.

D. Install stripping, according to roofing system manufacturer's written instructions, where metal flanges and edgings are set on roofing.

3.7 FLUID-APPLIED MEMBRANE COATING APPLICATION

A. Base Coat: Apply base coat to flashing surfaces in accordance with manufacturer's written instructions. Back roll to achieve minimum wet mil coating thickness of 48 mils unless otherwise recommended by manufacturer; verify thickness of base coat as work progresses.

1. Apply base coat on prepared and primed surfaces and spread coating evenly.
2. Embed polyester reinforcement into wet base coat. Lap adjacent flashing pieces of polyester minimum 3 inches along edges and 6 inches at end laps.
3. Roll surface of polyester reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
4. Allow base coat to cure prior to application of top coat.
5. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of polyester reinforcement.

B. Fluid-Applied Flashing and Detail Coat Application: Complete base coat and polyester reinforcement at seams, parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane.

1. Extend coating minimum of 8 inches up vertical surfaces and 4 inches onto horizontal surfaces.
2. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of polyester reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.

C. Top Coat: Apply top coat uniformly in a complete installation to field of roof and flashings.

1. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
2. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
3. Back roll to achieve wet mil thickness of 32 mils unless otherwise recommended by manufacturer.
4. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

D. Slip-Resistant Walkway Topcoat: Apply walkway second topcoat following application and curing of top coat. Locate as indicated, or as directed by Owner.

1. Mask walkway location with tape.
2. Prime first top coat prior to application of walkway top coat if walkway top coat is not applied within 72 hours of the first top coat application, using manufacturer's recommended primer.
3. Back roll to achieve wet mil thickness of 20 mils unless otherwise recommended by manufacturer.
4. Broadcast 20 to 30 lbs. per 100 sq. ft. of Slip-Resistant Top Coat Aggregate in wet top coat.
5. Back roll sand and top coat creating even dispersal of sand. Remove masking immediately.

3.8 FIELD QUALITY CONTROL

A. Roof Inspection: Contractor shall engage roofing system manufacturer's technical personnel to inspect roofing installation, and submit report to the Architect. Notify Architect or Owner 48 hours in advance of dates and times of inspections. Inspect work as follows:

1. Upon completion of preparation of first component of work, prior to application of re-coating materials.
2. Following application of re-coating to flashings and application of base coat to field of roof.
3. Upon completion of re-coating but prior to re-installation of other roofing components.

B. Repair fluid-applied membrane where test inspections indicate that they do not comply with specified requirements.

C. Arrange for additional inspections, at Contractor's expense, to verify compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period.

B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07 01 50.76

EXHIBIT B

Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

_____
Signature

_____
Printed Name

EXHIBIT C
INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	$100,000 each employee
Bodily Injury by Accident/Disease:	$250,000 each accident
Bodily Injury by Accident/Disease:	$500,000 policy limit
Property damage, contractual liability, products-completed operations:	
General Aggregate Limit (other than Products/Completed Operations):	$500,000
Products/Completed Operations:	$500,000
Personal & Advertising Injury	
Policy Limit:	$500,000
Each Occurrence Limit:	$250,000
Fire Damage (any one fire):	$250,000
Medical Expense Limit (any one person):	$ 50,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Single Limit:	$500,000 each accident
Injury and property damage:	$500,000 each accident
Policy Limit:	$500,000
Umbrella Excess Liability	
Each occurrence and aggregate:	$500,000
Maximum deductible:	$ 10,000

EXHIBIT D

AFFIDAVIT

JAMEY SMITH, 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 BLACKMORE & BUCKNER ROOFING (the "Employer")

   in the position of VICE PRESIDENT.

3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.

4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.

5. The Employer does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.

7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 22ND day of DECEMBER, 2015.

Jamey Smith

Printed: JAMEY SMITH

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.

Jamey Smith

Printed: JAMEY SMITH

Favorites Tools Help

E-Verify
Employment Eligibility Verification

Welcome XXXXXXX User ID XXXXX Last Login 12:53 PM - 11/12/2015 Log Out

Click any ? for help

- Home
- **My Cases**
  - New Case
  - View Cases
  - Search Cases
- **My Profile**
  - Edit Profile
  - Change Password
  - Change Security Questions
- **My Company**
  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Close Company Account
- **My Reports**
  - View Reports
- **My Resources**
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Share Ideas
  - Contact Us

Company Information

View / Edit

Company Name:	Blackmore & Buckner Roofing, a Tecta America Company, LLC
Company ID Number:	247506
Doing Business As (DBA) Name:	
DUNS Number:	

Physical Location:		**Mailing Address:**
Address 1:	1504 Sadlier Circle S. Drive	**Address 1:**
Address 2:		**Address 2:**
City:	Indianapolis	**City:**
State:	IN	**State:**
Zip Code:	46239	**Zip Code:**
County:	MARION	

Additional Information:

Employer Identification Number:	202909270
Total Number of Employees:	20 to 99
Parent Organization:	Tecta America Company
Administrator:	

Organization Designation:

Employer Category:	Federal Contractor with FAR E-Verify Clause
Federal Contractor Category:	None of these categories apply
Employees being verified:	All new hires and all existing employees assigned to a Federal contract

Would you like to store your password for uscis.gov? Why am I seeing this? Yes Not for this site X

12:52 PM 11/17/2015

Received
11-18-15 A09:39 RCVD
City of Carmel
Department of Law

CONTRACT CHECKLIST

Department: Carmel Street Dept

Department Head or designee and telephone no.: Dave Huffman 733-2001

Vendor name, contact, telephone/fax numbers and address: Blackmore & Buckner Roofing
1504 Sadlier Circle South Dr Indianapolis IN 46239
Jamey Smith 317-263-0707

Requested BPW Date: ASAP **Contract Type:**

a. **Materials (supplies, equipment, etc.)**

b. **Service (consulting, training, etc.)**

c. **Public Works projects subject to formal bid package/procedure**

35,350

Date and Initials

11-17-2015 DH 1. Contract approved as to business terms by Department Director and/or designee
(Dept.)

General fund Other Contracted Services

11-17-2015 DH 2. 509 a. Line Item and Major Budget Classification, or
(Dept.)

_____ b. Request Board Approval on condition precedent that sufficient funds are appropriated (for Service Contracts Only).

_____ 3. Original of contract and this checklist to BPW Secretary

_____ 4. Contract approved as to form by DOL

_____ 5. Contract returned to sponsoring Department (to obtain vendor's signatures)

_____ 6. Signed contract submitted to BPW Secretary for placement on BPW Agenda

_____ 7. BPW consideration: _____ Approved

_____ Disapproved

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584
FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER
32571

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
11/13/2015			**369232**	**Tower Roof Repairs at the Reflecting Pool**

VENDOR **BLACKMORE & BUCKNER ROOFING LLC**
1504 SADLIER CIRCLE SOUTH DRIVE

INDIANAPOLIS, IN 46239 -

SHIP TO **Street Department**
3400 W. 131st Street
Carmel, IN 46074-
(317) 733-2001

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1206**	*Account:* **43-509.00**	*Fund:* **101**	**General Fund**	
1	**Each**	**Repairs - Reflecting Pool**	**$35,350.00**	**$35,350.00**
			Sub Total	**$35,350.00**

Send Invoice To:
Street Department

3400 W. 131st Street
Carmel, IN 46074-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$35,350.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY _____
TITLE **Director**
CLERK-TREASURER _____

DOCUMENT CONTROL NO. 32571

E-Verify Affidavit

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

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

(Contractor): Blackmore & Buckner Roofing, A Tecta America Company

By (Written Signature): Frank J. Smith

(Printed Name): Frank J. Smith

(Title): Vice President

Important - Notary Signature and Seal Required in the Space Below

JANET CHEW
MY COMMISSION EXPIRES February 13, 2020
SEAL
MARION COUNTY
NOTARY PUBLIC, STATE OF INDIANA

STATE OF Indiana

COUNTY OF Marion

SS:

Subscribed and sworn to before me this 21st day of October, 20 15.

My commission expires: 2/13/20

(Signed)

Residing in Marion County, State of Indiana

APPROVED JAO

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20___ ("Effective Date") by and between City of Carmel, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and RQAW Corporation ("the CONSULTANT") [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1500444

Project Description: Intersection Improvement at Old Meridian Street and Carmel Drive

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

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

SECTION I **SERVICES BY CONSULTANT**. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III **TERM**. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2018. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $176,440.

SECTION V **NOTICE TO PROCEED AND SCHEDULE**. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

Received
01-15-16 AM 9:58 IN
City of Carmel
Department of Law

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**

   A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

   B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant**. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities**.

   A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

      i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information**.

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements**.

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

> The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a

DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure

Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

    A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

    B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

    C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250.000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The policy shall provide thirty (30) days notice of cancellation to LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and

similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:

   a. United States Longshoremen & Harbor workers

   b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.

4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

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

23. **Notice to Parties**: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally

recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows: Notices to the LPA shall be sent to:

Mr. Jeremy Kashman, City Engineer
City of Carmel
Carmel City Hall
One Civic Square
Carmel, IN 46032

Notices to the CONSULTANT shall be sent to:

Kevin Jasinski, Project Manager
RQAW Corporation
10401 N. Meridian Street, Suite 401
Indianapolis, IN 46290

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials**. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees**. The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements**. If this Contract is for $100,000 or more, the CONSULTANT:

    i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

    ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

    iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability**. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims**. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance**. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes**. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

    A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

    B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be

delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, 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, the CONSULTANT and the LPA 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.

CONSULTANT

Signature

Brad Battin, VP, Principal

Richard T. O'Connor, Chairman of the Board

Attest:

Signature

(Print or type name and title)

CITY OF CARMEL

Signature

James Brainard, Presiding Officer

Signature

Lori S. Watson, Member

Signature

Mary Ann Burke, Member

Date:

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Task 1 Environmental Services

Task 2 Topographic Survey Data Collection

Task 3 Geotechnical Services

Task 4 Road Design and Plan Development (including Signing, Lighting and Pavement Markings Plans)

Task 5 Right of Way Plan Development
- R/W Engineering
- Title Research
- R/W Staking

Task 6 Utility Coordination Services

Task 1 Environmental Services

The CONSULTANT shall perform Environmental Services as defined in the scope of work and any addenda to that report when directed. The work may be reviewed by one or some combination of the following: the District, Office of Environmental Services and FHWA. The work will be accomplished following the relevant Federal Highway Administration regulations and guidance documents as well as all other pertinent and applicable federal and state requirements.

All work shall comply with the National Environmental Policy Act (NEPA) and NEPA related regulations and guidelines. The consultant shall follow the Federal Highway Administration (FHWA)/INDOT Streamlining Process and comply with INDOT's Procedural Manual for Preparing Environmental Studies and Categorical Exclusion Manual.

The CONSULTANT will develop the environmental analyses by coordinating with personnel responsible for the development of the project scope as well as the INDOT project manager.

If requested by the LPA/INDOT project manager, the CONSULTANT will attend the initial field meeting to identify potentially sensitive environmental considerations as well as other field meetings that are necessary to conclude their work.

The CONSULTANT will be responsible for all activities required to successfully complete the environmental documentation required by the NEPA and other pertinent and applicable laws and regulations. If the scope of a project changes following approval of the environmental document, the CONSULTANT may be asked to assess whether the document is still valid, and prepare additional environmental documentation if needed.

The CONSULTANT will be responsible for notifying landowners and obtaining access as per State laws.

The CONSULTANT will provide specialized studies required to complete the environmental document. This may include, but is not limited to, archaeological investigations, wetland delineations, stream quality analysis, endangered species studies, Section 106 documentation, hazardous materials investigations, environmental justice investigations, and cumulative impact studies.

INDOT will schedule, conduct, all public information meetings/hearings. The CONSULTANT will be responsible for attending and participating in the presentation of information and production of displays/materials needed for INDOT's public information meetings/hearings.

The CONSULTANT will be responsible for scheduling Section 106 consulting party meetings, coordination meetings, and resource agency meetings as needed. The CONSULTANT will coordinate with the District and/or Central Office staff to ensure compliance with INDOT's public involvement policy.

The CONSULTANT will act as LPA/INDOT's representative at any public information meetings and public hearings.

Deliverables – The completed environmental document and/or other studies along with the appropriate number of copies will be transmitted to the LPA/INDOT project manager for distribution. The CONSULTANT will provide copies of correspondence related to the project if specifically requested to do so by LPA/INDOT.

Task 2 Topographic Survey Data Collection

The CONSULTANT shall survey the project location. The CONSULTANT shall obtain deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits. The CONSULTANT's work shall be in accordance with I.C. 25-21.5; 865 I.A.C. 1-12; and the Indiana Design Manual, Part 3. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Indiana Design Manual, Part 3, the order of precedence shall be:

1. I.C. 25-21.5
2. 865 I.A.C. 1-12
3. Indiana Design Manual, Part 3

The signature, seal and registration number of the land surveyor registered in the State of Indiana, who was in responsible charge of the survey shall be affixed to the notes submitted to INDOT.

Deliverables – The CONSULTANT shall provide LPA/INDOT with one set of original field notes (transit & level notes) and electronic copy for the data accumulation survey. Deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits shall be submitted to LPA/INDOT. The field notes are to be in approved engineer field books.

Task 3 Geotechnical Services

The CONSULTANT shall make the necessary roadway geotechnical surveys, landslide investigations, and other special investigations and foundation exploration borings for projects at locations within the State of Indiana as directed by Indiana Department of Transportation (INDOT).

Prior to entering upon private property for performing the work, the CONSULTANT shall follow the "Instruction for Entering Upon Private Property", as established by Legislative Acts of 1963. A copy of these instructions is on file with INDOT and is incorporated by reference.

The work shall be performed in accordance with the requirements set out in the current Geotechnical Manual.

The CONSULTANT may be required to do all work or only a portion thereof, as determined by the INDOT Office of Geotechnical Engineering.

The CONSULTANT shall obtain and preserve samples of the subsoil as required, perform the necessary laboratory tests, perform the required geotechnical engineering analyses and prepare and furnish the necessary reports covering the information obtained. If the CONSULTANT is requested to perform the laboratory test on the soil samples and rock cores, these samples shall be delivered to its laboratory no later than at the end of each work week. If the samples are to be tested by INDOT they shall be delivered to the Division of Production Management, Office of Geotechnical Engineering, 120 S. Shortridge Road, Indianapolis, Indiana, no later than the following Monday of each work week. Each soil sample and rock core shall be clearly marked as to project number, contract number, structure number, road number, station, offset, boring number, sample number, core number, blow count depth, etc. INDOT shall determine who will do the laboratory testing and engineering during the drilling operations.

During the drilling operations, whenever a shale material is encountered, the CONSULTANT shall notify INDOT in order to obtain further instructions for sampling procedures. Sampling procedures may include rock core sampling. Shale samples obtained from all core samples shall be tightly wrapped in cellophane or approved material immediately after removal from the core sampler to prevent moisture loss. The core samples shall be labeled in the following manner:

1. Project number
2. Contract number
3. Road number
4. Station, offset & elevation
5. Depth
6. Date
7. Sample marking
8. Sampled by
9. Length core run and length core recovery
10. Other

and delivered to the Division of Production Management, Office of Geotechnical Engineering no later than the following Monday at the end of each week's work.

Upon completion of the laboratory testing all soil samples and rock cores shall become the property of INDOT and shall be disposed of as directed by INDOT.

Borings shall be made to the depth specified through whatever type of material is encountered, including boulders, fill and other types of obstructions. No measurements or payment will be made for borings abandoned or lost before reaching the specified depth except as provided below for "false starts". No boring shall be abandoned without first obtaining the approval from INDOT.

If a boring cannot be completed due to encountering underground utilities or structures, the existence and location of which were not previously known, the boring will be considered a "false start" for which payment will be made. The depth of the false start will be measured and paid for at the unit price per foot established by this contract for the appropriate type drilling.

Sounding items in this contract when used for determining the depth and limits of questionable weak subsurface soils shall only be used when the questionable weak subsurface soils are buried. Other type borings shall be used in order to more accurately determine their extent, after approval has been given by INDOT.

The ground water level shall be measured upon completion of the drilling, at 24 hours after completion of the drilling, and at any later convenient times. After measuring the ground water level at completion of the borings, the boring holes shall be suitably covered, so that there will be no hazard to people, animals,

or equipment. After 24 hours or later, when the ground water level has been measured and all other observations, records, and information have been obtained, the holes shall be filled in accordance with INDOT's current "Aquifer Protection Guidelines".

Task 4 Road Design and Plan Development

The CONSULTANT shall prepare preliminary plans, an economic analysis with proposed economic solutions and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; American Railway Engineering Association's "Manual for Railway Engineering"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road, Bridge and Traffic memoranda and INDOT Design Manuals, except as modified by supplemental specifications and special provisions. Such preliminary plans and economical analysis shall be completed to the point required to fulfill the requirements for a Design Public Hearing, and no further work shall be done on the plans, unless and until specifically directed by INDOT.

Following approval of the hearing plans, approval of the Environmental Document, and completion of the Public Hearing requirements, the CONSULTANT shall complete the final design and prepare contract plans, special provisions for the specifications and final cost estimates for the construction of the project.

The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The CONSULTANT shall provide project coordination necessary to develop final plans, including but not limited to:

1. Coordinating with and assisting the appropriate INDOT District and/or Transportation Management Team to develop a Traffic Control Plan, including any special elements identified in the Engineering Assessment report.

2. Coordinating with and supplying necessary plans and design information to INDOT'S railroad unit concerning bridge structures over or under railroads; at-grade highway- railway crossings within the limits of the project; surface, underground or overhead encroachment of railroad rights-of-way and preemption of traffic signals.

3. Coordinating and preparing necessary local agreements for sewers, sidewalks, maintenance of traffic, etc.

4. Coordinating the design with the design of adjacent projects to ensure construction compatibility and continuity.

5. If applicable, direct coordination with INDOT's real estate personnel to respond to questions, meet with property owners, when requested to do so, and submit right-of- way revisions to the real estate personnel in a timely manner.

The CONSULTANT shall arrange and attend such conferences with officials of LPA/INDOT and other interested agencies, as required. The CONSULTANT shall prepare presentation materials for hearings and/or meetings and shall prepare and distribute minutes. Meetings shall include, but shall not be limited to:

1. Field Checks – The CONSULTANT shall arrange and attend the preliminary field check and final field check, if necessary. The CONSULTANT shall prepare the field check notification letter and distribute it along with plans.

2. Railroad Meeting – On projects that involve bridge structures over or under a railroad, the CONSULTANT shall arrange and attend a meeting with INDOT's Railroad Unit prior to the Stage 1 submittal.

3. Fish and Wildlife Meeting – On projects involving bridge structures over waterways and/or wetland replacement, the CONSULTANT shall submit the draft Fish & Wildlife Review form to the project manager prior to the preliminary field check. If requested, a meeting will be held with the District Environmental Scoping Section and/or INDOT's Office of Environmental Services. The final form shall be distributed by the CONSULTANT.

The CONSULTANT shall prepare and submit pavement design requests to INDOT with necessary supporting information.

On projects involving roadways running parallel to streams, the CONSULTANT shall make a study of the possible flood hazards that may be encountered on the project in accordance with 23 CFR 650, Subpart A, entitled "Location and Hydraulic Design of Encroachment of Flood Plains".

The CONSULTANT shall perform hydraulic calculations in accordance with Chapter 4 of the Indiana Design Manual. Calculations for structures greater than 36" in diameter shall be submitted to INDOT's Hydraulics Unit for review.

The CONSULTANT shall perform pH testing a minimum of two times throughout the life of the project design at existing pipe structure locations. When the difference between the first two readings is greater than 0.5, a third test will be required. The result of one of the pH tests may be available in the Geotechnical Report. The value of the pH shall be determined to the nearest 0.5 point. The lower pH value will determine the types of pipe allowed. It is preferable to perform the pH testing at three different times of the year.

On projects with existing underdrains that are not being replaced, the CONSULTANT shall locate existing underdrain outlets by field investigation, show the outlets on the plans, and design whatever corrective measures are necessary to provide a properly functioning underdrain system.

The CONSULTANT shall perform all phases of work described in this Contract necessary to complete the design of the project in conformity with the policies and standards set forth in 23 CFR 625, and in conformity with the standards adopted by the American Association of State Highway and Transportation Officials and approved by the Secretary of Transportation.

The CONSULTANT shall identify the permits required and supply completed permit application forms with documentation necessary to obtain the permits. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with the required permits. The CONSULTANT shall track the status of permits and permit expiration dates to ensure that valid permits will be available for the current project construction schedule.

The responsible registered professional engineer shall affix his/her seal to all plans, specifications and reports.

The CONSULTANT shall review the contract bid package and coordinate necessary corrections with the Contracts Administration Division.

Deliverables - The CONSULTANT shall submit all deliverables to INDOT in accordance with the Indiana Design Manual and Appendix C - Schedule.

Task 5 Right of Way Plan Development

1. Right of Way Engineering

The CONSULTANT shall be responsible for activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting.

The CONSULTANT shall prepare final right-of-way plans, title research, legal descriptions, route survey plats or right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL and 865 I.A.C. 1-12.

The CONSULTANT shall compare and study the title information and survey data furnished with it. The CONSULTANT shall write the legal description of every right-of-way parcel in conformity with the MANUAL. All documents, plats and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to INDOT. All documents and plats requiring a seal under this Contract may not be reviewed by INDOT for content.

If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by INDOT, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that INDOT or the CONSULTANT, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It shall be the CONSULTANT'S duty to immediately inform INDOT, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right- of-way limits as shown by INDOT before proceeding on this portion of the work.

The CONSULTANT may, with prior written approval of INDOT, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by INDOT for the purpose of completing the work included in this Contract.

The CONSULTANT may, with the prior written approval of INDOT, undertake field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete the work included in this Contract.

The CONSULTANT may, when requested in writing from INDOT, undertake additional field work, such as right-of-way staking or general layout, as specifically instructed by INDOT. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT shall be dated and shall bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/ her regularly employed subordinates, and for which he/she takes full responsibility. The CONSULTANT shall bear the responsibility of recording the plats which it prepares.

Taking possession and use by INDOT of completed portions of the work, at any time, shall not be deemed as acceptance of the work so taken or used.

The CONSULTANT shall provide to INDOT, on appropriate electronic media, a copy of prepared legal descriptions, any computer generated land plats and all calculated coordinate points that relate to the work.

The CONSULTANT agrees to attend such conferences with the officials of INDOT and other interested agencies, as may be required, in connection with the work. The CONSULTANT will make its services available to INDOT during the land appraising and acquisition for the interpretation of its work where disagreement may arise. The CONSULTANT will be available during appraising and acquisition in the event unforeseen or unusual conditions arise.

The CONSULTANT shall review the construction plans to verify that the right-of-way lines shown match those shown on the final right-of-way plans prior to submitting final construction plans.

Deliverables - The CONSULTANT shall furnish the Right-of-Way Plans in accordance with Chapter 85 of the Indiana Design Manual. The CONSULTANT will submit each parcel file to INDOT upon completion of the described services.

2. Title Research Services

A. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – PERMANENT RIGHT-OF-WAY

1. COVER SHEET
   a. The TITLE AND ENCUMBRANCE REPORT cover sheet shall follow the format shown below.
   b. The cover sheet of each Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
   c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
   d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
   e. Active mortgages shall be shown on the cover sheet. If multiple mortgages are active, a note may be used to direct the reader's attention to the chain of title.
   f. Judgments, easements and tax information shall be identified by the applicable entry numbers from the chain of title. The status of the taxes shall be noted on the cover sheet.
   g. The cover sheet shall include the certification statement shown below. The consultant performing the search shall sign and date the cover sheet.

TITLE AND ENCUMBRANCE REPORT

Indiana Department of Transportation
Division of Production and Planning
Real Estate Section

RW Code: **Parcel:** **County:** **Pol. Twp.:**

Project: **Road:** **Des. No.**

Name on Plans:

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Values Land	Improve.	Key Number

LAST OWNER OF RECORD

Name:

Address:

Title Acquired By:

MORTGAGE RECORD

Mortgage Record: **Page:** **Amount:** **Dated:**

Mortgagor:

Mortgagee:

Judgments: **Easements:**

Taxes: **Taxes are current.**

CERTIFICATE

I certify that I have searched the records of the above named county for the required period of time and that all recorded transactions which affect the ownership of the caption real estate during that period are set forth in the attached chain of title. I further certify that the information summarized above represents the current status of the fee ownership and encumbrances against the caption real estate.,

DATED: _____ **SIGNED:**_____
CONSULTANT

2. CAPTION
   a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY
   a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. CHAIN OF TITLE
   a. The chain of title shall be presented as entries which address all conveyances and encumbrances that affect the caption property. The entries shall be listed chronologically, by date, from the oldest to the newest.
   b. The chain of title shall begin with the first conveyance of the caption property which falls at least twenty years prior to the day of the search and provides an adequate legal description. Each instrument which conveys or encumbers the caption, or a portion thereof, shall be listed as an entry in the chain of title. A copy of each instrument shall be attached to the Title and Encumbrance Report and labeled as to its respective entry number and the recorded book and page (or instrument) number.
   c. Each entry in the chain of title which conveys the caption, or a portion thereof, shall include the following information: grantor, grantee, type of conveyance or legal action, and complete recording information.
   d. Any sell-offs from the caption shall be identified as such and accepted. A copy of the conveyance from the owner of the caption shall be attached. In additions, any instruments referred to in the caption description, or required to define the caption description, shall be copied and attached.
   e. If the real estate described in the caption is part of a subdivision, one legible copy of the subdivision plat shall be furnished, including the complete metes and bounds description, dedication, all approvals and certificates, etc. One legible copy of the subdivision plats for any other subdivisions named in the instruments which convey the caption, or a portion thereof, shall also be furnished.
   f. In the event that the last conveying instrument contains an incomplete or faulty legal description, the Consultant shall make a note to that effect.
   g. When it is necessary to use the legal descriptions from two or more conveying instruments to formulate the caption, each legal description shall be given a tract number for reference purposes.
   h. All easements shall be fully described as to grantor, grantee, and complete recording information. A copy of the instrument shall be attached. Blanket easements which affect the entire caption may be described with a statement to that effect.
   i. Leases, liens, mortgages, assignments of rent, etc. shall be identified and described by the same method used for easements. In addition, any subsequent assignments shall be shown.
   j. The tax statement shall be the last entry and include the following information: the name under which the real estate is assessed, the political township, the "Key" number (with each tract identified, if applicable), the amount and current status of the taxes.
   k. Any defects in the chain of title shall be accompanied by the title researcher's note explaining the defect.

5. CONTIGUOUS PROPERTY
   a. A search for contiguous property is required for the Department's Engineering and Condemnation procedures.
   b. Contiguous property is property that is owned by the same entity as the caption and 1) has

"unity for use" with the caption property, 2) is conveyed in the caption instrument or instruments, or 3) is adjacent to the caption property.

c. Any property conveyed in the caption conveyance must be accounted for. It is either contiguous property (requiring a statement to that effect); has been sold off (requiring a copy of the instrument of conveyance); or is beyond a one mile radius of the caption property (requiring a statement to that effect).

d. Any property that is known to have "unity of use" with the caption property shall be shown as contiguous property.

e. Any property that is indicated on the plans supplied by the Department as being owned by the same entity as owns the caption property should be accounted for as contiguous. A statement indicating that contiguous property instruments are attached will suffice.

f. A statement indicating that no contiguous property was found is required when none of the above conditions have been met.

g. No liability shall be incurred by the Consultant regarding contiguous property.

6. AUDITOR/ASSESSOR PLATS

a. The Consultant shall provide one copy of the Auditor's or Assessor's plat(s), which covers the project area, and one copy of any applicable subdivision plat(s).

7. GENERAL

a. Each Title and Encumbrance Report and the attachments thereto shall be submitted in DUPLICATE.

b. If there are any questions concerning the information required, or any problems that need to be discussed, please feel free to contact the appropriate District Real Estate Manager.

c. The Consultant agrees to testify in court in behalf of the State on any title work prepared under this contract should he/she be required to do so by the Department. In consideration for actions taken by the consultant, the department will agree in writing to fees for testimony prior to the date the consultant must testify.

d. The Consultant agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the Department. Any parcel that does not meet such requirements shall be further documented without additional compensation to the Consultant.

B. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – TEMPORARY RIGHT-OF-WAY

1. COVER SHEET

a. The cover sheet shall follow the format as found in Attachment "1", with the words "TEMPORARY R/W" added to the title.

b. The cover sheet of each Temporary R/W Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, and Des. Number and the name of presumptive fee owner as shown on the right-of-way plans.

c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision) and the assessed values of the land and improvements.

d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.

e. No mortgage search is required for temporary R/W.

f. No judgment or easement searches are required for temporary R/W.

g. The status of the taxes shall be noted on the cover sheet.

h. The cover sheet shall include a certification statement which indicated that the search was abbreviated for temporary R/W purposes only. The consultant performing the search shall sign and date the cover sheet.

2. CAPTION
   a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified with instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY
   a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. TAXES
   a. The "key" number and current status of the taxes shall be noted. Any delinquent taxes shall be identified.

5. GENERAL
   a. The Consultant shall furnish a copy of the deed(s) which conveyed the caption to the current fee owner and any sell-offs.
   b. Each Title and Encumbrances Report and the attachments thereto shall be submitted in DUPLICATE.

C. SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORTS (UPDATES)

1. When requested, the Consultant shall provide title work from the date of the original Title and Encumbrance Report to the present date. The Consultant shall provide the following, in duplicate:
   a. A cover sheet which identifies any changes and the associated recording documents. In addition, the Consultant shall note the current status of the taxes.
   b. Copies of any documents recorded since the date of the original Title and Encumbrance Report which affect the caption property.

Task 6 Utility Coordination Services

The CONSULTANT shall perform utility coordination in accordance with the following:

1. The "New Paradigm" for utility coordination, as presented during Utility Coordinator Certification Training, including but not limited to:
   a. "Everyone knows where everyone goes" and
   b. "No surprises to our teammates".
2. 105 IAC 13 Utility Facility Relocations On Construction Contracts.
3. Indiana Design Manual (IDM) Chapter 104 Utility Coordination.

The CONSULTANT shall have an INDOT certified Utility Coordinator as part of the project team.

The CONSULTANT shall have an INDOT certified Utility Coordinator perform the following utility coordination tasks covered in IDM Chapter 104.:

1. Present project reports necessary for project delivery such as status reports and risk reports.
2. Recommend work plans for approval including, narrative portion, relocation drawing, cost estimates and proof of property interests.
3. Recommend work plan addendums for approval.
4. Lead or facilitate meetings involving utility specific activities such as 'kick-off' meetings, conflict resolution meetings and reimbursement eligibility meetings.
5. Facilitate the discussion of cost estimates, reimbursement, reimbursable status or agreements with utility companies and INDOT.
6. Review and recommend approval of utility consultants and utility contractors.
7. Review and sign all required letters to utility companies.

8. Prepare and sign all required contract letting documents.
9. Conduct post letting coordination services.

At the start of a project, the CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The schedule shall include pre-letting and post-letting utility coordination activities, including but not limited to the following items.

1. Obtain from the INDOT Project Manager:
    a. The target date for the roadway to be open to traffic
    b. The target date for utility relocations to be complete.
2. Send out the initial notice.
3. Meet face to face with utility companies to determine:
    a. What are the utility right of way needs,
    b. What is the basis for reimbursement for the utility facilities, if any,
    c. What is the estimate of cost to relocate the utility facilities,
    d. What is the utility schedule to relocate, if such is necessary
    e. Where would the utility companies relocate their facilities, if such is necessary,
    f. How can the highway project be designed to avoid the utilities
    g. Do the utility companies have elevations for their facilities and is Subsurface- Utility Engineering (SUE) needed.
4. Send out the request for verification.
5. Send out the request for conflict analysis.
6. Send out the request for work plans.
7. Delivery of the utility certificate and utility special provision to the INDOT Oversight Agent and INDOT Project Manager for approval, and.
8. Date each utility will be out of conflict with the highway project.

All utility coordination services are under the direction of an INDOT Oversight Agent who coordinates with the INDOT Project Manager.

The CONSULTANT shall design the project to avoid the relocation of utility facilities when feasible and to minimize the financial impact to the project and to the utilities.

Prior to stage 2 plans, the CONSULTANT shall report in writing to the INDOT Project Manager and the INDOT Oversight Agent which utilities may be relocated and the reason they may be relocated.

The CONSULTANT shall conduct office reviews, field reviews, investigations, meetings and communications as needed for utility coordination services.

The CONSULTANT shall prepare notices, letters, drawings and agreements for utility coordination services.

The CONSULTANT shall provide legal notice before entering private property.

The CONSULTANT shall perform constructability reviews of the project and utility relocation work in accordance with the Constructability Manual, http://www.in.gov/indot/2697.htm.

The CONSULTANT shall prepare agreements for reimbursable utility relocation work and utility relocation work that will be performed by the INDOT highway construction contractor.

The CONSULTANT shall determine if utility field check(s), utility coordination meeting(s), and utility conflict resolutions meeting(s) are needed, then schedule and conduct such when needed.

When requested by INDOT, the CONSULTANT shall use subsurface utility engineering locating and designating information when investigating utility conflicts.

The CONSULTANT shall review plan sheets, cross sections, relocation work plans and schedules to verify that identified utility facility conflicts are resolved.

Before Stage 2 design is complete, the CONSULTANT shall have a face to face meeting with utility companies to discuss the following:

1. What are the utility right of way needs,
2. What is the basis for reimbursement for the utility facilities, if any,
3. What is the estimate of cost to relocate the utility facilities,
4. What is the utility schedule to relocate if such is necessary
5. Where would the utility company relocate their facilities if such is necessary,
6. How can the highway project be designed to avoid their facilities
7. Do the utility companies have elevations for their facilities and is SUE needed.

Before Stage 3 design is complete, the CONSULTANT shall deliver to the INDOT Oversight Agent a revised estimate of the reimbursable utility relocation costs.

Before the Ready for Contracts date, the CONSULTANT shall deliver to the INDOT Oversight Agent a work plan for each utility within the area of the project. A work plan includes narrative, drawing, cost estimate and easement documents as applicable. The work plans shall be delivered whether or not utility facility relocations are required.

The CONSULTANT shall upload the following items for all utilities within the area of the project via the INDOT ERMS Web Portal not later than 90 days prior to the contract letting:

1. Utility relocation work plan
2. Utility coordination certificate
3. Utility special provision

The CONSULTANT shall act as a liaison between utility companies and INDOT, answering questions, interpreting plans, coordinating activities, and other actions as needed.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for roundabout, signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.

2. Standard Specifications and standard drawings applicable to the project.

3. Plans of existing roadway, bridge, signals etc. within the project limits.

4. All written views pertinent to the location and environmental studies that are received by INDOT.

5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting).

6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources).

7. Available data from the transportation planning process.

8. Utility plans available to INDOT/LPA covering utility facilities govern the location of signals and underground conduits throughout the affected areas.

9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.

10. Existing water quality data.

11. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

12. Designate a person as project coordinator to coordinate activities between CONSULTANT, INDOT, LPA, UTILITIES and HAMILTON COUNTY.

APPENDIX "C"

SCHEDULE:

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

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

- Topographic Survey and Route Survey Plat – 30 calendar days from Notice to Proceed.
- Stage 1 Plans – 30 calendar days from completion of Topographic Survey.
- Preliminary Field Check – 30 calendar days from acceptance of Stage 1 Plans.
- Stage 2 Plans – 30 calendar days from acceptance of Preliminary Field Check.
- Public Hearing and Design Approval – 90 calendar days from acceptance of Stage 2 Plans.
- Stage 3 Plans – 60 calendar days before Tracings Submittal (estimated August 4, 2017).
- Tracings – 14 weeks prior to INDOT Letting (estimated October 4, 2017).
- Anticipated Ready for Contracts (estimated November 1, 2017).
- Anticipated Letting (estimated January 10, 2018)

APPENDIX "D"

Compensation

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **$176,440.00**, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

2. The CONSULTANT will be paid for the work performed under this Agreement on a lump sum basis in accordance with the following fees:

Task 1	Environmental Documents	$ 25,511.00
Task 2	Topographic Survey Data Collection	$ 22,985.00
Task 3	Geotechnical Engineering and Pavement Design	$ 11,336.00
Task 4	Roadway Design and Plan Development	$ 107,908.00
	Roadway Design	- $82,558.00
	Roundabout Layout and Calculations	- $17,850.00
	Lighting Design	- $7,500.00
Task 5	Right-of-Way Plan Development (assuming 2 parcels)	$ 8,700.00
1.	Right-of-Engineering – 2 X $2,750	= $5,500.00
2.	T & E Reports – 2 X $500	= $1,000.00
3.	Update T & E Reports – 2 X $150	= $300.00
4.	Right-of-Way Staking – 2 X $750	= $1,500.00
5.	Appraisal Problem Analysis – 2 X $200	= $400.00
Task 6	Utility Coordination (As part of roadway Design)	
	Total :	**$ 176,440.00**

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or not required to develop this project.

3. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice vouchers shall be submitted to:

Mr. Jeremy Kashman, City Engineer
City of Carmel
Carmel City Hall
One Civic Square
Carmel, IN 46032

The invoice vouchers shall represent the value, to the City of Carmel, of the partially complete work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each task in Section A.2 of this Appendix, including percentage completed and prior payments.

2. The City of Carmel, for and in consideration of the rendering of the services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

   a. For each task, and upon receipt of invoices from the CONSULTANT and the approval thereof by the City of Carmel, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

   b. Upon approval by the City of Carmel, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under section B.2.a of the Appendix "D", shall be due and payable to the CONSULTANT.

   c. The CONSULTANT shall only bill for work completed on the above tasks. If any task is eliminated then no additional billing will be allowed. If a portion of work is completed for a task then the CONSULTANT shall bill for that work completed.

3. If the City of Carmel does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Agreement or the CONSULTANT's last known address.

TMT, Inc.
Department of Community Service - 2016
Appropriation #43-504.00; P.O. #33290
Contract Not To Exceed $50,000.00

APPROVED JAO

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-504.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Fifty Thousand Dollars ($50,000.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. WARRANTY:

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

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

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

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

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

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

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

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

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

13. NO IMPLIED WAIVER:
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

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

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

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

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

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

If to City: City of Carmel
One Civic Square
Carmel, Indiana 46032

AND

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

If to Vendor: TMT, Inc.
1719 West 161st Street
Westfield, Indiana 46074
ATTENTION:

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

19. TERMINATION:

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

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

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

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

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

22. TERM
Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2016 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

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

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

25. NO THIRD PARTY BENEFICIARIES
This Agreement gives no rights or benefits to anyone other than City and Vendor.

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

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

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

TMT, Inc.
Department of Community Service - 2016
Appropriation #43-504.00; P.O. #33290
Contract Not To Exceed $50,000.00

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

CITY OF CARMEL, INDIANA

by and through its Board of Public Works and Safety

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

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

TMT, Inc.

By:

Suzy Y. DuBois
Authorized Signature

Suzy Y. DuBois
Printed Name

President
Title

FID/TIN: 35-2082986

Last Four of SSN if Sole Proprietor: _____

Date: 1/22/16

City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

RECEIVED JAN 15 2016

QUOTE FOR TREE PLANTING AND LANDSCAPING SERVICES CONTRACT NOT TO EXCEED $50,000.00

Quotes are due January 19th, 2016 at 9:00 am. Please submit to:

Department of Community Services
ATTN: Daren Mindham
One Civic Sq
Carmel, IN 46032

Received
1-19-16 P 2:13 IN
City of Carmel
Department of Law

I. SCOPE OF SERVICES

The quote is for tree planting and other landscaping services. The Contractor will furnish all labor, materials (unless notified), equipment and services necessary to plant trees and clean-up of debris.

II. CITY OF CARMEL REPRESENTATIVE

All questions related to this quote shall be addressed to:

Daren Mindham
Urban Forester
One Civic Sq
Carmel, IN 46032
Phone: 317-571-2417
Email: dmindham@carmel.in.gov

III. WORK REQUIREMENTS

Applicable Standards:

- American National Standards Institute (ANSI A300) and (ANSI Z133.1) current editions.

Work Requirements:

- Contractor shall possess any city right-of-way permits and call for any underground utility locates. Contractor must apply for right-of-way permits at the Engineering Department at Carmel City Hall, when required.

- Traffic control is the sole responsibility of Contractor and shall be coordinated in advance with the proper department(s) of the city. The blocking of public streets shall not be permitted unless prior approvals have been made with the appropriate city departments and the Carmel Representative has been notified. Traffic control shall be accomplished in conformance with state, county and local highway construction codes and all other applicable laws. A traffic maintenance plan is required by the Carmel Engineering Department for the blocking of any lane. The handbook to use unless, otherwise directed, will be the CONCISE HANDBOOK FOR TEMPORARY TRAFFIC CONTROL, Construction, Maintenance, and Utility Operations, 2014, SP-2.

EXHIBIT A

- The staging of vehicles or other equipment on any public sidewalk or path is prohibited.
- All needed material, equipment, flagging and safety devices shall be supplied by the Contractor.
- The Contractor shall provide temporary and long-term storage of up to 500 ball and burlap trees; including proper storage of trees during the winter.
- The Contractor shall provide sufficient watering of up to 500 ball and burlap trees throughout the entire contract.
- The Contractor shall provide a storage facility within five miles of the city of Carmel limits for access by Carmel Representative to inspect, pick-up and drop-off trees and planting supplies.
- The ability to coordinate, deliver and plant up to 500 trees in accordance to the Carmel Tree Planting Details. (attached)
- The ability to begin installation of planting projects within five working days of submitted planting maps and designs.
- The Contractor shall have a contact person that will be available on weekends for annual city planting projects. This includes, but is not limited to, the Arbor Day celebration (spring) and the neighborhood project (fall).
- Guying, staking, and wrapping specifications shall be subject to Carmel Representative approval.
- All tree debris, excess soil and mulch, metal baskets, wrapping material or other debris resulting from any tree work shall be promptly cleaned up and removed from site. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstance shall the accumulation of soil, branches, or other debris be allowed overnight upon a public or private property in such a manner as to result in a hazard. *This cost shall be included in the individual pricing under 'Layout of Quote'.*
- A meeting shall occur between the Carmel Representative and the Contractor, including personnel supervising work to be completed, before any mulch work has been initiated. This meeting is meant to determine that the mulch work to be completed is to the standards of the contract.

EXHIBIT A
2 of 3

City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

IV. LAYOUT OF QUOTE (to the nearest dollar)

Other landscaping tasks may be requested and quoted per project.

Planting including clean-up:
Trees (provided by city) are to be planted according to the Carmel Tree Planting Detail, but not limited to these caliper sizes. The majority of the trees will be ball and burlap; however, some trees may be containerized.

Price per tree **1.50" $** 60.00 **3.00" $** 85.00
2.00" $ 70.00 **3.50" $** 90.00
2.50" $ 80.00

Mulching:
All root balls shall be covered with 2-3" layer of hardwood mulch with a minimum 4' diameter ring. Mulch shall be non-palletized, minimum grade 'A' shredded non-dyed bark mulch. Mulch shall be provided by the Contractor. A sample of mulch to be used will be presented to the Carmel Representative for approval prior to application.

Price per cubic yard installed (normally 4' tree rings applied at 2-3" depth) $65.00

Staking:
Staking shall use either a two or three-point support system. Any staking mechanism should be flexible enough to allow the stem and root system to develop strength. Attach the tree to either wood or metal vertical stakes (2" X 2" X 6') using wide plastic or nylon straps. When guy wire/ropes are used, it shall be placed through hose material around each tree then twisted to secure the tree in a relatively stable position. The strap or wire/rope shall be secured to each stake at an approximately right angle. Stakes must not be driven through the root ball. Other methods are subject to Carmel Representative approval.

Price per tree $25.00

Storage and watering of trees:
Provide storage, healing in, and watering of up to 500 ball and burlap trees throughout all seasons.

Price per 100 trees per month $750.00

Delivery of trees:
Provide delivery of trees to planting locations within the city of Carmel.

EXHIBIT A
3 of 3

Price per 100 trees $175.00

Company Name: T.M.T. Inc. **Signature:** [signature] **Date:** 1/15/16

EXHIBIT B

Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

_____
Signature

_____
Printed Name

EXHIBIT C
INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	$100,000 each employee
Bodily Injury by Accident/Disease:	$250,000 each accident
Bodily Injury by Accident/Disease:	$500,000 policy limit
Property damage, contractual liability, products-completed operations:	
General Aggregate Limit (other than Products/Completed Operations):	$500,000
Products/Completed Operations:	$500,000
Personal & Advertising Injury	
Policy Limit:	$500,000
Each Occurrence Limit:	$250,000
Fire Damage (any one fire):	$250,000
Medical Expense Limit (any one person):	$ 50,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Single Limit:	$500,000 each accident
Injury and property damage:	$500,000 each accident
Policy Limit:	$500,000
Umbrella Excess Liability	
Each occurrence and aggregate:	$500,000
Maximum deductible:	$ 10,000

EXHIBIT D

AFFIDAVIT

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.

2. I am now and at all times relevant herein have been employed by T.M.T., Incorporated (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. Documentation of this enrollment and participation is attached and incorporated herein.

5. The Employer does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.

7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 22nd day of January, 2016

Suzy Y. DuBois

Printed: Suzy Y. DuBois

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.

Suzy Y. DuBois

Printed: Suzy Y. DuBois

E-Verify

Company ID Number: 458154

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: T.M.I., Incorporated

Company Facility Address: 1219 West 116th St
Westfield, IN 46074

Company Alternate Address:

County or Parish: Hamilton

Employer Identification Number: 35208298

North American Industry Classification Systems Code: 423930 or 238

Administrator: Suzy DuBois

Number of Employees: 1

Number of Sites Verified for: 1

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

State Number of sites Site(s)

E-Verify

Company ID Number: 458154

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

Name: Suzy DuBois

Telephone Number: 317-867-3691

Fax Number: 317-867-5920

E-mail Address: dub164@aol.com

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

Name:

Telephone Number:

Fax Number:

E-mail Address:

Bartlett Tree Experts
Department of Community Service - 2016
Appropriation #43-504.00; P.O. #33291
Contract Not To Exceed $75,000.00

APPROVED JAO

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-504.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Seventy Five Thousand Dollars ($75,000.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. WARRANTY:

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

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

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

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

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

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

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

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

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

13. NO IMPLIED WAIVER:
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

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

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

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

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

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

If to City: City of Carmel
One Civic Square
Carmel, Indiana 46032

AND

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

If to Vendor: Bartlett Tree Experts
P.O. Box 3067
Stanford, CT 06905
ATTENTION:

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

19. TERMINATION:

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

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

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

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

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

22. TERM
Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2016 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

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

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

25. NO THIRD PARTY BENEFICIARIES
This Agreement gives no rights or benefits to anyone other than City and Vendor.

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

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

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

Bartlett Tree Experts
Department of Community Service - 2016
Appropriation #43-504.00; P.O. #33291
Contract Not To Exceed $75,000.00

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

CITY OF CARMEL, INDIANA

by and through its Board of Public Works and Safety

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

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

* Bartlett Tree Experts

By: Matthew Farin
Authorized Signature

Matthew Farin
Printed Name

Vice President
Title

FID/TIN: 06-0254490

Last Four of SSN if Sole Proprietor: _____

Date: 1/25/2016

* BARTLETT TREE EXPERTS IS THE REGISTERED TRADE NAME OF THE F.A. BARTLETT TREE EXPERT COMPANY, A CONNECTICUT CORPORATION

City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

QUOTE FOR TREE REMOVAL AND LANDSCAPE MAINTENANCE **CONTRACT NOT TO EXCEED $75,000.00**

Quotes are due January 15th, 2016 at 9:00 am. Please submit to:

Department of Community Services
ATTN: Daren Mindham
One Civic Sq
Carmel, IN 46032

I. SCOPE OF SERVICES

The quote is for tree removal and other landscape maintenance. The Contractor will furnish all labor, materials (unless notified), equipment and services necessary for tree removal/maintenance and clean-up of debris.

II. CITY OF CARMEL REPRESENTATIVE

All questions related to this quote shall be addressed to:

Received
01-19-16 P02:18 IN
City of Carmel
Department of Law

Daren Mindham
Urban Forester
One Civic Sq
Carmel, IN 46032
Phone: 317-571-2417
Email: dmindham@carmel.in.gov

III. WORK REQUIREMENTS

Applicable Standards:

- Contractor must adhere to American National Standards Institute (ANSI A300) and (ANSI Z133.1) current editions.

Work Requirements:

- All work shall be completed within *50 days* after received work order from Carmel Representative.
- The Contractor will schedule project work to occur between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday, only, unless authorized by the Carmel Representative in advance. Contractor shall not work on any city holidays.
- Contractor shall require authorization from the Carmel Representative for any sub-contracted work. Otherwise, all work shall be completed by employees of the Contractor.
- Contractor shall call 1-800-382-5544 to have all underground utility locations marked.

City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

- Contractor shall supply all needed labor, trucks, equipment, supplies, materials, safety devices and other equipment necessary to complete the work.

- Traffic control is the sole responsibility of Contractor and shall be coordinated in advance with the proper department(s) of the city. The blocking of public streets shall not be permitted unless prior approvals have been made with the appropriate city departments and the Carmel Representative has been notified. Traffic control shall be accomplished in conformance with state, county and local highway construction codes and all other applicable law. A traffic maintenance plan is required by the Carmel Engineering Department for the blocking of any lane. The handbook to use unless, otherwise directed, will be the CONCISE HANDBOOK FOR TEMPORARY TRAFFIC CONTROL, Construction, Maintenance, and Utility Operations, 2014, SP-2.

- The staging of vehicles or other equipment on any public sidewalk or path is prohibited.

- Any injuries, damages, expenses or loss to any person or property, public or private, as a result of or related to the project are the sole responsibility of the Contractor and shall be repaired or compensated by the Contractor to the satisfaction of both the injured party and the Owner, at no cost to the Owner.

- Any alteration or modification of the work performed under the contract shall be made only by written agreement between the Contractor and Carmel Representative and shall be made prior to commencement of the altered or modified work. No claim for extra work or materials shall be allowed unless covered by such a written agreement executed by all parties hereto.

- All tree debris, excess soil and mulch, metal baskets, wrapping material or other debris resulting from any tree work shall be promptly cleaned up and removed from site. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstance shall the accumulation of soil, branches, or other debris be allowed overnight upon a public or private property in such a manner as to result in a hazard. *This cost shall be included in the individual pricing under 'Layout of Quote'.*

- Stump removal shall be completed by a stump grinding machine, unless authorized by the Carmel Representative.

- Contractor shall be certified and hold all required applicator's licenses from the state of Indiana. Contractor shall possess any city right-of-way permits, as necessary. Contractor must comply with all applicable environmental, chemical, and other laws when performing its obligations.

- Contractor shall submit product labels of all proposed pesticides and chemicals for Carmel Representative approval prior to use.

- Contractor shall contact Carmel Representative prior to the start of any pest control applications. This notification is meant to determine the time frame in which the pest control application work is to be completed.

EXHIBIT A

ONE CIVIC SQUARE CARMEL, INDIANA 46032 317-571-2417

City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

IV. LAYOUT OF QUOTE (to the nearest fifth dollar)

TREE REMOVAL:
Tree removals shall be assigned by the Carmel Representative. Please provide a cost quote for removing a tree within the corresponding range. This is not based on each inch, but per range. *Example: >6-12" = $200*

Price per tree within DBH range	0-6" $ 45	>18-24" $ 495	>36-42" $ 1250
	>6-12" $ 185	>24-30" $ 755	>42" $ 1480
	>12-18" $ 330	>30-36" $ 1085	

STUMP REMOVAL:
Stump grinding shall remove any part of the tree and roots that would affect the planting of a new 3" ball and burlap tree, unless noted by the Carmel Representative. Ground stump areas shall be leveled to grade with a minimum addition of 6" of topsoil and seeded with a lawn grass mix. Please provide a cost quote for a stump removal within the corresponding range. This is not based on each inch, but per range. *Example: 0-12" = $50*

Price per stump within range measured at 3" ht	0-12" $ 35	>24-30" $ 95	>36-42" $ 175
	>12-24" $ 75	>30-36" $ 120	>42" $ 225

TREE PRUNING (Crown raising):
Pruning shall be assigned by the Carmel Representative. Please provide a cost quote for pruning a tree within the corresponding range. This is not based on each inch, but per range. *Example: 0-12" = $80*

Price per tree within DBH range	0-12" $ 60	>24-30" $ 300	>36-42" $ 400
	>12-24" $ 210	>30-36" $ 350	>42" $ 500

CHEMICAL APPLICATION: **(to the nearest dollar)**
Chemical applications, product and methods shall be approved per the Urban Forester. Quote should be based on achieved bagworm and scale control, but may include other types of applications.

Scale – Early May: First application apply bifenthrin to the canopy and trunk of the tree until runoff.
Early to Mid-June (when catalpa trees bloom): Second application apply bifenthrin to suppress spider mite outbreak from occurring as well as kill scale crawlers that were not affected by the first application.
**also targeting for bagworms in early to mid-June when catalpa trees bloom*

Bagworms – Early to mid June: apply bifenthrin to the canopy. (when catalpa trees bloom)

Emerald Ash Borer – Mid May: perform a systemic root flare injection treatment to the following trees to help suppress emerald ash borer with the product Tree-age at appropriate time and rate for insect control.

City of Carmel

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Price per inch at DBH applied

bagworm control $ 1.50

scale control $ 1.80

EAB treatment $ 3.80

SOIL MANAGEMENT PROGRAM: **(to the nearest dollar)**
Perform soil analysis to determine tree health needs for specific areas. One collective sample may be sufficient for areas near to one another. Employ various prescription fertilization treatments (custom mix of elements (macro and micro) that are lacking in the soil) as determined by soil analysis.
Address alkaline soils and prescribe measured amounts of sulfur in frequent applications when pH is above the ideal range for the plant. Note: Only apply a maximum of about 15lbs per 1000 sq. ft. to avoid significant turf burn. For example, if 40 lbs. per 1000 sq. ft. is recommended, then schedule three separate applications at a minimum of 6-week intervals.

Soil analysis per test site $ 25.00

Soil Management/Fertilizer application per tree diameter range
Prescription-based fertilization - Organic fertilizer

		Deep-root (grid)	/	Broadcasting
Price per tree within DBH range	0-6"	$ 10 -	/	7 -
	>6-12"	$ 20 -	/	12 -
	>12-18"	$ 40 -	/	25 -
	>24"	$ 60 -	/	40 -

Prescription-based fertilization - Synthetic fertilizer

Price per tree within DBH range	0-6"	$ 15 -	/	- N/A -
	>6-12"	$ 25 -	/	- N/A -
	>12-18"	$ 50 -	/	- N/A -
	>24"	$ 75 -	/	- N/A -

pH Modification Application

Sulfur application 15lbs per 1000 sq. ft. $ 75 -

Company Name: Bartlett Tree Experts **Signature:** [signature] **Date:** 1-12-16

ONE CIVIC SQUARE CARMEL, INDIANA 46032 317-571-2417

EXHIBIT A

City of Carmel

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Expected work order, however, may not be limited to:

Scale – Early May: First application apply bifenthrin to the canopy and trunk of the tree until runoff. Early to Mid-June(when catalpa trees bloom): Second application apply bifenthrin to suppress spider mite outbreak from occurring as well as kill scale crawlers that were not affected by the first application.
**also targeting for bagworms in early to mid-June when catalpa trees bloom*

Quantity	Genus	DBH	Map Pg.	Location
20	Oak	3-5"	1	126th St; Towne Rd to Shelborne Rd, median
16	Oak	3-5"	1	126th St; Shelborne Rd to Tuscany Blvd, south side
64	Oak	2-3"	2	Towne Rd; W 116th St to W 146th St, median
33	Maple	3-6"	2	Towne Rd; W 126th St to W Main St
1	Oak	8"	2	Towne Rd; W Main St, round about
1	Oak	6"	2	Towne Rd; W 126th St, round about
33	Oak	3-5"	3	W 141 St; Inglenook Ln west to Magic Stallion Dr, south side
27	Oak	3-5"	4	Illinois St; south of W Carmel Dr to E116 St, median
5	Honeylocust	2-3"	5	Rangeline Rd and W Main St; NW, SW and SE corners, tree pits
10	Honeylocust	4-6"	6	W Main St; west of 3rd Ave NW to East of Knoll Ct, north side, tree pits
5*	Honeylocust	3-5"	7	S. Rangeline Rd; south of W City Center Dr, on-street parking bump-outs, west side
4	Oak	2-6"	8	E 126th St; S Rangeline Rd east to Pawnee Rd, median
11	Oak	2-6"	8	W City Center Dr; Rangeline Rd west to 3rd Ave SW, median
24	Oak	3-7"	9	W City Center Dr; 3rd Ave SW west to S Guilford Rd, median
5	Oak & Hackberry	3-5"	10	W City Center Dr; S Guilford Rd southwest to W Carmel Dr, median
12	Honeylocust	6-8"	11	E Carmel Dr; east of S Rangeline Rd, north and south sides
16	Oak	5-9"	12	E Carmel Dr; Medical Dr east to Aaa Way, north and south sides
17*	Honeylocust	3-4"	13	E 116th St; east of S Rangeline Rd to Keystone Pkwy, median only
25*	Honeylocust	4-5"	14	E 116th St; west of S Rangeline Rd to College Ave, median only
22	Amur maple	M/S	15	Civic Sq; fountain roundabout only, multi-stem trees (M/S)
24*	Honeylocust	3-4"	16	Westfield Blvd; E 96th St to E 99th St, median only
40	Honeylocust	6-13"	17	Hazel Dell Pkwy; south of E Main St to E 126th St, east and west sides

Bagworms – Early to mid-June: apply bifenthrin to the canopy. (when catalpa trees bloom)

Quantity	Genus	DBH/area	Map Pg.	Location
1	Cherry/juniper	400ft²	1	Hazel Dell Pkwy and E Main St; roundabout only, center bed
1	Cherry/juniper	400ft²	2	Hazel Dell Pkwy and E 126th St; roundabout only, center bed
26	Juniper clumps	200ft²	3	E 116th St; College Ave to Keystone Pkwy, median only

Emerald Ash Borer – Mid May: perform a systemic root flare injection treatment to the following trees to suppress emerald ash borer with the product Tree-age at appropriate time and rate for insect control.

Quantity	total inches	Genus	DBH	Map Pg.	Location
35	454"	Ash	5-20"	1	N Rangeline Rd; north of Main St to 8th St NE, east and west sides
11	128"	Ash	8-19"	2	E Main St; 1st Ave SE to 4th Ave SE, north and south sides

EXHIBIT A

5 of 6

5	72"	Ash	11-17"	3	S Rangeline Rd; south of Main St to 3rd St SE, east side
28	340"	Ash	6-17"	4	E Carmel Dr; S Rangeline Rd to Medical Dr, north and south sides
16	190"	Ash	8-14"	5	Hazel Dell Pkwy; E 146th south to Avian Way, median only

SOIL MANAGEMENT PROGRAM: Perform soil analysis to determine tree health needs for specific areas. One collective sample may be sufficient for areas near to one another. Employ various prescription fertilization treatments (custom mix of elements (macro and micro) that are lacking in the soil) as determined by soil analysis.
Address alkaline soils and prescribe measured amounts of sulfur in frequent applications when pH is above the ideal range for the plant. Note: Only apply a maximum of about 15lbs per 1000 sq. ft. to avoid significant turf burn. For example, if 40 lbs. per 1000 sq. ft. is recommended, then schedule three separate applications at a minimum of 6-week intervals.

(Individual DBH will be provided on maps for the areas with more than a 4" range between trees)

Quantity	Genus	DBH	Map Pg.	Location
16	Oak	5-18"	1	N Rangeline Rd; E Main St north to 8 St Ne, west and east sides
11	Oak	3-15"	2	E Main St; N Rangeline Rd east to 4th Ave, north and south sides
4	Oak	2-6"	3	E 126th St; S Rangeline Rd east to Pawnee Rd, median
11	Oak	2-6"	3	W City Center Dr; Rangeline Rd west to 3rd Ave SW, median
24	Oak	3-7"	4	W City Center Dr; 3rd Ave SW west to S Guilford Rd, median
5	Oak & Hackberry	3-5"	5	W City Center Dr; S Guilford Rd southwest to W Carmel Dr, median
16	Oak	5-9"	6	E Carmel Dr; Medical Dr east to Aaa Way, north and south sides

EXHIBIT B

Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

_____
Signature

_____
Printed Name

EXHIBIT C
INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	$100,000 each employee
Bodily Injury by Accident/Disease:	$250,000 each accident
Bodily Injury by Accident/Disease:	$500,000 policy limit
Property damage, contractual liability, products-completed operations:	
General Aggregate Limit (other than Products/Completed Operations):	$500,000
Products/Completed Operations:	$500,000
Personal & Advertising Injury	
Policy Limit:	$500,000
Each Occurrence Limit:	$250,000
Fire Damage (any one fire):	$250,000
Medical Expense Limit (any one person):	$ 50,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Single Limit:	$500,000 each accident
Injury and property damage:	$500,000 each accident
Policy Limit:	$500,000
Umbrella Excess Liability	
Each occurrence and aggregate:	$500,000
Maximum deductible:	$ 10,000

EXHIBIT D

AFFIDAVIT

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.

2. I am now and at all times relevant herein have been employed by The F.A. Bartlett Tree Expert Company (the "Employer")

   in the position of Vice President Human Resources.

3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.

4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.

5. The Employer does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.

7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 25th day of January, 2016.

Printed: Victor B. Fleck
V.P. Human Resouces

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: Victor B. Fleck
V.P. Human Resouces

Company ID Number: 91637

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: THER F.A. BARTLETT TREE EXPERT CO.

Company Facility Address: 1290 EAST MAIN STREET
STAMFORD, CT 06902

Company Alternate Address: P.O. BOX 3067
STAMFORD, CT 06905

County or Parish: FAIRFIELD

Employer Identification Number: 60254490

North American Industry Classification Systems Code: 561

Parent Company:

Number of Employees: 1,000 to 2,499

Number of Sites Verified for: 81

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

- DELAWARE 1 site(s)
- SOUTH CAROLINA 2 site(s)
- FLORIDA 1 site(s)
- CONNECTICUT 6 site(s)
- MICHIGAN 1 site(s)
- ARIZONA 2 site(s)
- OHIO 2 site(s)
- MARYLAND 7 site(s)
- NEW HAMPSHIRE 2 site(s)
- MAINE 1 site(s)
- NEW YORK 6 site(s)
- NEW JERSEY 7 site(s)
- INDIANA 1 site(s)
- TENNESSEE 1 site(s)
- MASSACHUSETTS 8 site(s)
- PENNSYLVANIA 8 site(s)
- CALIFORNIA 7 site(s)
- VERMONT 2 site(s)
- GEORGIA 2 site(s)
- VIRGINIA 6 site(s)

Company ID Number: 91637

- NORTH CAROLINA 4 site(s)
- TEXAS 4 site(s)

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

Name:	Marnie L DuPree Nelson		
Telephone Number:	(203) 323 - 1131 ext. 0832	Fax Number:	(203) 323 - 3631
E-mail Address:	mnelson@bartlett.com		
Name:	Carmen Berrios		
Telephone Number:	(203) 323 - 1131 ext. 0836	Fax Number:	(203) 323 - 3631
E-mail Address:	cberrios@bartlett.com		

APPROVED JAO

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Wiese Training + Development, LLC, an individual or entity authorized to do business in the State of Indiana and with offices located at 5915 Fife Trail, Carmel, IN 46033. (the "Performer").

1. Performance. The Performer shall provide the following live entertainment: leadership workshop. (the "Performance") on February 8th, 2016 (the Performance Date"), from 4:00 P.M. to: 6:00P .M. at City Hall, Carmel, Indiana (the "Venue"). The Performer shall provide all equipment necessary or desirable for the Performance, except that the City shall provide: the meeting room, tables + chairs for all participants.

2. Payment. No later than thirty-five (35) days from and after the Performance Date, the City shall pay to the Performer the sum of $ 500.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

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

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

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

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

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

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

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

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

11. **Nondiscrimination.** The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. **Iran Certification.** Pursuant to I.C. § 5 22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. **E-Verify.** Pursuant to I.C. § 22-5-1.7, et seq., as the same may be amended from time to time, and as is incorporated herein by this reference, the Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E Verify law, the City may terminate this Agreement in accordance with therewith.

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

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

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

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

By:

James Brainard, Presiding Officer
Date:

Mary Ann Burke, Member
Date:

Lori S. Watson, Member
Date:

ATTEST:

Christine Pauley, Clerk-Treasurer
Date:

Ted Wiese
Wiese Training & Development, LLC
("Performer")

By:

Authorized Signature

Ted Wiese
Printed Name

Owner
Title

FID/TIN: 81-0670824

Last Four of SSN if Sole Proprietor: NA.

Date: 1/22/2016

Revised 7-22-13

CARMEL CLAY SCHOOLS

2014

5201 E. Main Street
Carmel, IN 46033

FACILITY USE AGREEMENT

Not for Profit: ☐ (Documentation may be required)
For Profit: ☑ ↳ proceeds to Special Olympics

School you are requesting use of: CHS - Carmel High School

Organization Address:

Name of Organization: Carmel Mayor's Youth Council (hereinafter referred to as the User(s)) and the Carmel Clay Schools (hereinafter referred to as the School), agree to allow the following described room(s) or facility(ies):

Check all requested areas below

☐	Cafeteria	☐	Kitchen	☐	Gymnasium
☐	Auditorium	☐	Stage	☐	LGI
☐	Other meeting room – please specify:				
☑	Non-meeting room – please specify: Fieldhouse :- 4				

to be used by User(s) subject to the following terms and conditions which are agreed to by the respective parties.

Event requested on the following dates and times:

1. Date(s): Starting date 3/25/16 ~~3/3~~ 3/4 through ending date 3/25/16 ~~3/3~~ 3/4 Jimmy will both dates
2. Day(s) of week: M, T, W, TH, (F), SA, SU (Circle all that apply)
3. **Time, access to building:** 3:30 AM/(PM) **Event Start Time:** 5:30 AM/(PM)
4. **Event End Time:** 11:00 AM/(PM) **Time you will vacate the bldg:** 12:00 (AM)/PM

Description of this event: 3v3 Basketball Tournament

Number of people attending: 100 + Fee charged to attendees: $20 per team (of 4 people)

CONDITIONS:

1. **The User(s) to pay fees as assessed.** An invoice will be issued upon receipt of application by the Business Office. The fees must be paid on or before the given payment date as identified on the invoice. Additional charges will be invoiced for use beyond the requested time. **The facility will not be reserved until payment has been received by the Business Office.**
2. The User(s) must take out and maintain current throughout the term of this agreement a public risk insurance policy with a reputable insurer, having an A.M Best rating of A –, VII or better, in which (a) the School is indemnified in an amount not less than $2 million for any claims whatsoever (including injury to persons or damage to property) arising out of the use of the School premises by the User(s); (b) the School must be named as an Additional Insured

the facilities. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and non-contributory and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User(s) use of the School premises shall be excess. A Certificate of Liability must be provided.

3. The User(s) will use only those areas of the building specified above.

4. Access to the building will not be granted prior to the agreed upon times.
5. User(s) must supervise their participants/attendees; children must not be left unattended.
6. Furniture and equipment moved during use of the premises must be replaced, the premises must be left in a clean and tidy condition, proper care will be taken of the premises during use and the User(s) will be responsible for any damage.
7. Access to stage facilities will not be granted without the presence of the Auditorium Director.
8. No food or drink is permitted in the Auditorium, Stage or Gymnasium Areas at any time.
9. The use of tobacco or alcohol is prohibited on school property.
10. The User(s) agrees that no hazardous materials, including but not limited to flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought onto the premises or used in any way while occupying any portion of any School owned property.
11. The User(s) agree that no amusement rides or attractions, including but not limited to trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices related thereto will be brought onto the premises or used in any way while occupying any portion of any School owned property.
12. The User(s) must give written notice to the School of any accident resulting in bodily injury or damage to property of the School or others occurring on School premises or in any way connected with the use of School premises within 24 hours of the accident. The notice must include details of the time, place and circumstances of the names and addresses of any person(s) witnessing the accident.
13. The School reserves the right to terminate the agreement immediately by notice in writing, at its absolute discretion if this agreement is violated by the User(s) (or the servants, agents or invitees of the User(s)).
14. The User(s) are to observe the following extra conditions: _____

In addition, the User(s) undertakes and agrees to indemnify and hold harmless the Carmel Clay Schools, Board of School Trustees, Board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them, against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of School premises by the User(s) (or the servants, agents, or invitees of the User(s)), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the School premises for such amounts as may not be payable under any such insurance policy.

Conditions accepted on behalf of Users by: Neil Shah
Signature of Authorized Representative Required

Printed Name: Neil Shah
Authorized Representative

Date: 1/14/16

Mailing Address 13360 Sioux Trail, Carmel, IN 46033

Contact Person: Drew Seketa
Printed Name if different than above named person.

Telephone: 317-681-4922
Contact Work Number

Contact Email: drew.seketa@gmail.com

Telephone: 317-379-5641
Contact Home or Cell Phone Number

OFFICE USE ONLY

the facilities. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and non-contributory and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User(s) use of the School premises shall be excess. A Certificate of Liability must be provided.

3. The User(s) will use only those areas of the building specified above.

4. Access to the building will not be granted prior to the agreed upon times.
5. User(s) must supervise their participants/attendees; children must not be left unattended.
6. Furniture and equipment moved during use of the premises must be replaced, the premises must be left in a clean and tidy condition, proper care will be taken of the premises during use and the User(s) will be responsible for any damage.
7. Access to stage facilities will not be granted without the presence of the Auditorium Director.
8. No food or drink is permitted in the Auditorium, Stage or Gymnasium Areas at any time.
9. The use of tobacco or alcohol is prohibited on school property.
10. The User(s) agrees that no hazardous materials, including but not limited to flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought onto the premises or used in any way while occupying any portion of any School owned property.
11. The User(s) agree that no amusement rides or attractions, including but not limited to trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices related thereto will be brought onto the premises or used in any way while occupying any portion of any School owned property.
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13. The School reserves the right to terminate the agreement immediately by notice in writing, at its absolute discretion if this agreement is violated by the User(s) (or the servants, agents or invitees of the User(s)).
14. The User(s) are to observe the following extra conditions: _____

In addition, the User(s) undertakes and agrees to indemnify and hold harmless the Carmel Clay Schools, Board of School Trustees, Board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them, against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of School premises by the User(s) (or the servants, agents, or invitees of the User(s)), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the School premises for such amounts as may not be payable under any such insurance policy.

Conditions accepted on behalf of Users by: Neil Shah
Signature of Authorized Representative Required

Printed Name: Neil Shah
Authorized Representative

Date: 1/14/16

Mailing Address 13360 Sioux Trail, Carmel, IN 46033

Contact Person: Drew Seketa
Printed Name if different than above named person.

Telephone: 317-681-4922
Contact Work Number

Contact Email: drew.seketa@gmail.com

Telephone: 317-379-5641
Contact Home or Cell Phone Number

OFFICE USE ONLY

☐ **Certificate of Insurance attached**

School Administrator_____**Date:**_____
Signature

APPROVED

_____**Date**:_____
Assistant Superintendent for Business Affairs

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant Group
301 Pennsylvania Parkway, #201
Indianapolis IN 46280

CONTACT NAME: Wendi Farling
PHONE (A/C, No, Ext): 317-817-5114 FAX (A/C, No): 317-817-5151
E-MAIL ADDRESS: wendi.farling@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co	25615
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Carmel
One Civic Square
Carmel, IN 46032

CARME80

COVERAGES CERTIFICATE NUMBER: 97207808 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		ZLP14T62033	1/1/2016	1/1/2017	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$0
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			8103036P64A	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comp X Coll						Comp/Coll Ded	$2,500
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL NAMED INSUREDS: CARMEL CLAY PARKS BUILDING CORPORATION; CARMEL CLAY BOARD OF PARKS & RECREATION; CARMEL REDEVELOPMENT COMMISSION; CARMEL REDEVELOPMENT AUTHORITY; CARMEL CITY CENTER COMMUNITY DEVELOPMENT CORPORATION
Certificate Holder is named as an Additional Insured with respect to General Liability as required by written contract. Re: Carmel Mayor's Youth Council 3 vs. 3 Basketball Tournament held at Carmel High School, Fieldhouse 1-4, 520 East Main St., Carmel, IN

CERTIFICATE HOLDER

Carmel Clay Schools
5201 E. 131st Street
Carmel IN 46033

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CC & T Construction Company, Inc.
Street Department - 2016
Appropriation #43-509.00; P.O. #33481
Contract Not To Exceed $81,020.00

APPROVED JAO

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-509.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Eighty One Thousand Twenty Dollars ($81,020.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. WARRANTY:

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

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

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

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

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

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

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

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

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

13. NO IMPLIED WAIVER:
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

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

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

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

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

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

If to City: City of Carmel
One Civic Square
Carmel, Indiana 46032

AND

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

If to Vendor: CC & T Construction Company, Inc.
5501 Prospect Street
Indianapolis, Indiana

ATTENTION: Tony Page

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

19. TERMINATION:

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

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

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

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

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

22. TERM
Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2016 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

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

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

25. NO THIRD PARTY BENEFICIARIES
This Agreement gives no rights or benefits to anyone other than City and Vendor.

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

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

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

CC & T Construction Company, Inc.
Street Department - 2016
Appropriation #43-509.00; P.O. #33481
Contract Not To Exceed $81,020.00

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

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Christine S. Pauley, Clerk Treasurer
Date: _____

CC & T Construction Company, Inc.

By:

_____
Authorized Signature

Tony Page
Printed Name

CC&T CONSTRUCTION
Title

FID/TIN: 35-1773157

Last Four of SSN if Sole Proprietor: _____

Date: 1-26-16

Rang Line Rd Sidewalk and ADA Improvements					
North Side of 1st SE to North Side of 2nd SE					
Item #	Description	Quantity	Unit	Unit Price	Amount
1	Curb Ramp, Type G	13	SYS	$ 150.00	$ 1950.00
2	Curb Ramp, Type D	13	SYS	$ 150.00	$ 1950.00
3	Curb Ramp, Type H	4	SYS	$ 150.00	$ 600.00
4	Curb Ramp, Type K	6.5	SYS	$ 150.00	$ 975.00
5	Sidewalk, Concrete, 4"	52	SYS	$ 55.00	$ 2860.00
6	Curb, Mono	123	LFT	$ 22.00	$ 2706.00
7	Curb and Gutter	24	LFT	$ 55.00	$ 1320.00
8	Curb, Removal	127	LFT	$ 20.00	$ 2540.00
9	HMA Surface, 9.5mm (Street)	13	TON	$ 520.00	$ 6760.00
10	HMA Intermediate, 19.0mm (Street)	16.5	TON	$ 360.00	$ 5940.00
11	HMA Base, 25.0mm (Street)	25	TON	$ 275.00	$ 6875.00
12	HMA Surface, 9.5mm (Parking Lot)	14	TON	$ 520.00	$ 7280.00
13	HMA Intermediate, 19.0mm (Parking Lot)	18.5	TON	$ 360.00	$ 6660.00
14	HMA Base, 25.0mm (Parking Lot)	28	TON	$ 275.00	$ 7700.00
15	Handrailing	47	LFT	$ 215.00	$ 10,105.00
16	Common Excavation	81	CYS	$ 105.00	$ 8505.00
17	PCCP For Approaches, 9"	29	SYS	$ 80.00	$ 2320.00
18	Sidewalk, Remove	92	SYS	$ 22.00	$ 2024.00
19	Casting, Adjust to Grade	2	EA	$ 600.00	$ 1200.00
20	Repour Pad for UPS Drop Box	1	EA	$ 750.00	$ 750.00
				Total:	$ 81,020.00

EXHIBIT A

1 of 1

EXHIBIT B

Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

_____
Signature

_____
Printed Name

EXHIBIT C
INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	$100,000 each employee
Bodily Injury by Accident/Disease:	$250,000 each accident
Bodily Injury by Accident/Disease:	$500,000 policy limit
Property damage, contractual liability, products-completed operations:	
General Aggregate Limit (other than Products/Completed Operations):	$500,000
Products/Completed Operations:	$500,000
Personal & Advertising Injury	
Policy Limit:	$500,000
Each Occurrence Limit:	$250,000
Fire Damage (any one fire):	$250,000
Medical Expense Limit (any one person):	$ 50,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Single Limit:	$500,000 each accident
Injury and property damage:	$500,000 each accident
Policy Limit:	$500,000
Umbrella Excess Liability	
Each occurrence and aggregate:	$500,000
Maximum deductible:	$ 10,000

EXHIBIT D

AFFIDAVIT

Tony Page, 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 CC&T CONSTRUCTION (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. Documentation of this enrollment and participation is attached and incorporated herein.

5. The Employer does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.

7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 26th day of JANUARY, 2016.

Printed: Tony Page

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: Tony Page

E-Verify Affidavit

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

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

(Contractor): CC & T Construction Co. Inc.

By (Written Signature): _____

(Printed Name): Tony Page

(Title): President

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

COUNTY OF MARION

SS:

JACQUELYN DOWNEY
Notary Public- Seal
State of Indiana
My Commission Expires May 26, 2018

Subscribed and sworn to before me this 16 day of December, 20 15.

My commission expires: 5·26·18

(Signed) _____

Residing in Morgan

County, State of INDIANA

EXHIBIT D

AFFIDAVIT

Tony Page, 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 CC & T Construction Co., 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. Documentation of this enrollment and participation is attached and incorporated herein.

5. The Employer does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.

7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 11 day of Jan, 2016.

Printed: Tony Page

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: Jacqueline Downey

Company ID Number: 718949

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **CC&T Construction Co., Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer

may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form

I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity

regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 718949

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

Employer CC&T Construction Co., Inc.	
Anthony Page	
Name (Please Type or Print)	Title
Electronically Signed	**10/22/2013**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**10/22/2013**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**CC&T Construction Co., Inc.**
Company Facility Address:	**5051 Prospect Street**
	Indianapolis, IN 46203
Company Alternate Address:	
County or Parish:	**MARION**
Employer Identification Number:	**351773157**

Company ID Number: 718949

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

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

- INDIANA 1 site(s)

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

Name:	**Jacquelyn J Downey**		
Telephone Number:	**(317) 356 - 6385**	Fax Number:	**(317) 356 - 2175**
E-mail Address:	**jdowney11108@aol.com**		

MacAllister Power Systems
Fire Department - 2016
Appropriation #43-501.00; P.O. #24775
Contract Not To Exceed $5,854.00

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-501.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Five Thousand Eight Hundred Fifty Four Dollars ($5,854.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within sixty (60) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. WARRANTY:

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

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

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

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

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

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

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

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

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

13. NO IMPLIED WAIVER:
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

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

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

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

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

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

If to City: City of Carmel
One Civic Square
Carmel, Indiana 46032

AND

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

If to Vendor: MacAllister Power Systems
7575 East 30th Street
Indianapolis, Indiana 46219
ATTENTION: Richard Ott
(317)860-3344

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

19. TERMINATION:

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

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

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

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

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

22. TERM
Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2016 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

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

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

25. NO THIRD PARTY BENEFICIARIES
This Agreement gives no rights or benefits to anyone other than City and Vendor.

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

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

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

MacAllister Power Systems
Fire Department - 2016
Appropriation #43-501.00; P.O. #24775
Contract Not To Exceed $5,854.00

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

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

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

MacAllister Power Systems

By:
Authorized Signature

Richard OTT
Printed Name

Product Support Rep
Title

FID/TIN: 25-0791060

Last Four of SSN if Sole Proprietor: _____

Date: 1/19/16

MacAllister Power Systems
Service Agreement Details

Quote Number: 1445
Effective: 03-Dec-2015 to 31-Dec-2015

Account: 1175360
Carmel Fire Department Station 41
2 Civic Square
Carmel IN 46032
Contact: Bob VanVoorst
Phone: 317 664 0958
Email: bvanvoorst@carmel.in.gov

This agreement is between Carmel Fire Department Station 41 and MacAllister Power Systems for the following services. These services will cover the period of months as indicated by your selection. MacAllister Power Systems will provide service personnel and the parts necessary to accomplish the services listed. Services beyond those described will be invoiced separately on a time and material basis. Prices shown are valid until 31-Dec-2015

Work will be done during normal business hours. Work to be done on weekdays.

Site: 2 Civic Square ,Carmel ,46032 ,317 664 0958 ,Contact: Bob VanVoorst

	Manufacturer | Model | Serial	Year	Location
Engine	CATERPILLAR | D150-8 | 00LC600471	2015	Outside Enclosure
Generator	CATERPILLAR | LC5024F | 0G5A07598	2015	150KW
ATS	ASCO | 7000 | UNK04850		OPEN 800Amps

Service Offered	Per Year	In Months	Annual Amount
ATS Inspection(ASCO | 7000 | UNK04850 800 amp.)	1	1 in January	$246
PM 2	1	1 in January	$746

Site: 3610 W. 106th St. ,Carmel ,46032 ,317 664 0958 ,Contact: Bob VanVoorst

	Manufacturer | Model | Serial	Year	Location
Engine	OLYMPIAN | D150P1 | 0NAT00268	N/A	Outside Enclosure
Generator	OLYMPIAN | D150P1 | NAT00268	N/A	150KW
ATS	ASCO | 300 | 167856-3		OPEN 260Amps

Service Offered	Per Year	In Months	Annual Amount
ATS Inspection(ASCO | 300 | 167856-3 260 amp.)	1	1 in January	$246
PM 2	1	1 in January	$746

Site: 540 W. 136th St. ,Carmel ,46032 ,317664 0958 ,Contact: Bob VanVoorst

	Manufacturer | Model | Serial	Year	Location
Engine	OLYMPIAN | D150P1 | 0NAT00265	N/A	Outside Enclosure
Generator	OLYMPIAN | D150P1 | NAT00265	N/A	150KW
ATS	ASCO | 300 | 167856		OPEN 260Amps

Service Offered	Per Year	In Months	Annual Amount
ATS Inspection(ASCO | 300 | 167856 260 amp.)	1	1 in January	$246
PM 2	1	1 in January	$746

Site: 10701 N College Ave ,Carmel ,46032 ,317 664 0958 ,Contact: Bob VanVoorst

	Manufacturer | Model | Serial	Year	Location
Engine	CUMMINS | GTA855G2 | 25337485	2008	Outside Enclosure
Generator	CUMMINS | 215GFBB | BM08K280701	2008	215KW
ATS	CUMMINS | OTECC-7523829 | K080220654		OPEN 400Amps

Service Offered	Per Year	In Months	Annual Amount
ATS Inspection(CUMMINS | OTECC-7523829 | K080220654 400 amp.)	1	1 in January	$246
PM 2	1	1 in January	$746

EXHIBIT A
1 of 2

MacAllister Power Systems
Service Agreement Details

Quote Number: 1445
Effective: 03-Dec-2015 to 31-Dec-2015

Site: 3242 E 106th St. ,Carmel ,46032 ,317 664 0958 ,Contact: Bob VanVoorst

	Manufacturer | Model | Serial	Year	Location
Engine	CUMMINS | 6BT5.962 | L080224456	N/A	Outside Enclosure
Generator	CUMMINS | GGHE-7523846 | L080224456	N/A	60KW
ATS	ONAN | OTECC | K080220731		OPEN 225Amps

Service Offered	Per Year	In Months	Annual Amount
ATS Inspection(ONAN | OTECC | K080220731 225 amp.)	1	1 in January	$246
PM 2	1	1 in January	$648

Site: 5032 E Main St. ,Carmel ,46032 ,317 664 0958 ,Contact: Bob VanVoorst

	Manufacturer | Model | Serial	Year	Location
Engine	CATERPILLAR | D150-10 | 0NAP00000	2016	Outside Enclosure
Generator	CATERPILLAR | LC | 0G6B00000	2016	150KW
ATS	ASCO | 7000 | UNK04851		OPEN 600Amps

Service Offered	Per Year	In Months	Annual Amount
ATS Inspection(ASCO | 7000 | UNK04851 600 amp.)	1	1 in January	$246
PM 2	1	1 in January	$746

Summary Of Services	Contract Price
PM 2 Annual	$4,378
ATS Inspection Annual	$1,476
All Services Annual	$5,854
3 Year Contract	$17,562

All prices shown do not include taxes. The final price will include taxes applicable to your account

EXHIBIT A
2 of 2

EXHIBIT B

Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

_____
Signature

_____
Printed Name

EXHIBIT C
INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	$100,000 each employee
Bodily Injury by Accident/Disease:	$250,000 each accident
Bodily Injury by Accident/Disease:	$500,000 policy limit
Property damage, contractual liability, products-completed operations:	
General Aggregate Limit (other than Products/Completed Operations):	$500,000
Products/Completed Operations:	$500,000
Personal & Advertising Injury	
Policy Limit:	$500,000
Each Occurrence Limit:	$250,000
Fire Damage (any one fire):	$250,000
Medical Expense Limit (any one person):	$ 50,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Single Limit:	$500,000 each accident
Injury and property damage:	$500,000 each accident
Policy Limit:	$500,000
Umbrella Excess Liability	
Each occurrence and aggregate:	$500,000
Maximum deductible:	$ 10,000

EXHIBIT D

AFFIDAVIT

I, Richard OTT, 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 MacAllister Power Systems (the "Employer") in the position of Product Support Rep.

3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.

4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.

5. The Employer does not knowingly employ any unauthorized aliens.

6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.

7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 19th day of Jan, 2016.

Printed: Richard OTT

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: Richard OTT

Company ID Number: 185837

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

Employer MacAllister Machinery Co Inc

Donna S Scheid	
Name (Please Type or Print)	**Title**
Electronically Signed	**01/30/2009**
Signature	**Date**

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	**Title**
Electronically Signed	**01/30/2009**
Signature	**Date**

Company ID Number: 185837

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: MacAllister Machinery Co Inc

Company Facility Address: 7515 E 30th Street
Indianapolis, IN 46219

Company Alternate Address: 7515 E 30th Street
Indianapolis, IN 46219

County or Parish: MARION

Employer Identification Number: 350791060

North American Industry Classification Systems Code: 238

Parent Company:

Number of Employees: 500 to 999

Number of Sites Verified for: 1

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

- INDIANA 1 site(s)

Company ID Number: 185837

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

Name:	**Donna s Scheid**		
Telephone Number:	**(317) 803 - 2484**	Fax Number:	**(317) 803 - 2488**
E-mail Address:	**donnascheid@macallister.com**		
Name:	**Donna S Scheid**		
Telephone Number:	**(317) 803 - 2484**	Fax Number:	**(317) 803 - 2488**
E-mail Address:	**donnascheid@macallister.com**		

AN AGREEMENT FOR PAYMENT OF PROJECT COST

This Agreement entered into by and among the Saddle Creek Homeowners Association, ("the Association"); the Hamilton County Drainage Board, ("the Drainage Board"); and the City of Carmel, Indiana ("the City").

WITNESS THAT:

WHEREAS, the Association is the owner of, and has maintenance responsibly for, eleven (11) detention ponds that are included within the various sections of Saddle Creek Subdivision ("the Subdivision") located in western Clay Township, Hamilton County, Indiana; and,

WHEREAS, the stormwater from the Subdivision is gathered, detained, and discharged from the detention ponds; and,

WHEREAS, the Association believes that the first priority for improving stormwater issues within the Subdivision is to dredge Pond 11, which pond is located in the northwestern most section of the Subdivision ("the Project"); and,

WHEREAS, the Association has entered into a Contract with Heartland Dredging, ("the Contractor") to dredge the Pond 11 at an estimated cost of Seventy Thousand Dollars ($70,000); and,

WHEREAS, the Drainage Board and the City, are each willing to pay one-third (1/3) of the cost of the Project, not to exceed Twenty-three Thousand Five Hundred Dollars ($23,500).

IT IS THEREBY AGREED by and between the parties as follows:

1. The Association agrees to enter into the Contract with the Contractor to complete the Project.

2. The parties agree that the design, scope, implementation, construction, and contract administration of the Project is the sole responsibility of the Association and neither the Drainage

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: _____

CITY OF CARMEL

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

CONTRACT CHANGE ORDER NO.: 1
DATE: December 18, 2015
PROJECT NAME: Carmel Culvert 101 Pipe Liner Proj.
CITY REQ. NO.: 250-4350900
CITY PO NO.: 32911
CITY PO DATE: 10/15/2015

APPROVED DCH

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

This change order compensates the contractor for the additional soil stabilization application (gallons) over the original quoted amount. MCSP used 15 gallons resulting in a 14 gallon overrun at $100/gal or $1,400.00.

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
Soil Stab. Application (Addtl)	$1,400.00	0

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: _____

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

Contract Price prior to this Change Order $ 47,100.00
Contract Price will be increased/decreased by this Change Order $ 1,400.00
New Contract Price including this Change Order $ 48,500.00
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:
HWC ENGINEERING	MUNICIPAL & CONTRACTORS SEALING PRODUCTS	
ENGINEER	CONTRACTOR	James Brainard, Mayor
151 N. DELAWARE, ST. 800	7740 REINHOLD DRIVE	
Address	Address	Mary Ann Burke, Member
INDIANAPOLIS, IN 46204	CINCINNATI, OHIO 45237	
City/State/Zip	City/State/Zip	Lori Watson, Member
By: Timothy Bussell	By: X Robert O	ATTEST:
Phone: 317-509-2212	Phone: (513) 482-3300	
		Diana Cordray, Clerk-Treasurer
Date: 1-11-2016	Date: 01/04/2016	Date:

Jeremy Kashman, City Engineer

CITY OF CARMEL

TO:	Tiffany Boone Project Manager City of Carmel Indiana One Civic Square Carmel, IN 46032	CONTRACT CHANGE ORDER NO.:	6
		DATE:	January 18, 2016
		PROJECT NAME:	Main Street Improvements
		CITY REQ. NO.:	
		CITY PO NO.:	14-06
		CITY PO DATE:	

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

Change Order #6 will be removing pay items for cellular phones for the inspection staff and also the Manhole, L4. This change order will also add pay items for various construction items including: additional construction engineering, resetting of a decorative light pole, 24" end sections, #2 stone, costs associated with utility potholing, reconstruction of a storm manhole, masonry wall work, coring holes for underdrains, relocation of a storm structure, removal of contaminated soil, payment for flaggers during HMA Surface work, permanent seeding and concrete sidewalk.

APPROVED DCH

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) 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: _____

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

Contract Price prior to this Change Order		$	4,455,299.28
Contract Price will be increased/decreased by this Change Order		$	30,740.20
New Contract Price including this Change Order		$	4,486,039.48
Contract Time prior to this Change Order 258 Days	6/1/2015	Completion Date	
Net increased/decreased resulting from this Change Order	0	Days	
Current Contract Time including this Change Order 258 Days	6/1/2015	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
American Structurepoint, Inc.	E&B Paving Company, Inc.	_____
ENGINEER	CONTRACTOR	James Brainard, Mayor
7260 Shadeland Station	17042 Middletown Avenue	_____
Address	Address	Jeremy Kashman, City Engineer
Indianapolis, IN 46256	Noblesville, IN 46060	_____
City/State/Zip	City/State/Zip	Mary Ann Burke, Member
By: Diddell	By: Ath Brown	_____
		Lori Watson, Member
Phone: 317-281-9563	Phone: 317-773-4132	ATTEST:
		_____
		Christine S. Pauley, Clerk-Treasurer
Date: 1-20-16	Date: 1-20-16	Date:_____

Change Order #6

Item No.	Description	Unit Cost	Quantity	Unit	Total Cost	Deducts	Addition
0183	Cellular Telephone Type A	$100.00	2	EA	$200.00	√	
0184	Cellular Telephone Service, 750 MIN	$75.00	36	MOS	$2,700.00	√	
0203	Manhole, L4	$3,700.00	1	EA	$3,700.00	√	
0331	Additional Construction Engineering - Utilities	$2,572.63	1	LS	$2,572.63		√
0332	Remove/Reset Decorative Light on NE corner of Illinois/Main RAB	$770.00	1	LS	$770.00		√
0333	End Section, 24"	$764.34	2	EA	$1,528.68		√
0334	INDOT #2 Stone	$18.69	231.16	Tons	$4,320.38		√
0335	Additional Costs Due to Fiber Utility at Storm Structures	$5,826.90	1	LS	$5,826.90		√
0336	Reconstruct Existing Storm Structure - #151	$1,918.69	1	LS	$1,918.69		√
0337	Add Masonry Blocks to Duke Realty Wall	$921.50	1	LS	$921.50		√
0338	Additional Core Holes for Underdrains	$485.76	1	LS	$485.76		√
0339	Relocate Storm Structure #148	$2,715.23	1	LS	$2,715.23		√
0340	Removal of Contaminated Soil	$4,452.89	1	LS	$4,452.89		√
0341	Flaggers for Added HMA Surface Work	$2,212.74	1	LS	$2,212.74		√
0342	Seed Mixture with Mulching Material	$0.58	13000	SYS	$7,540.00		√
0343	Concrete Sidewalk, Phase 1B	$42.00	49.4	SYS	$2,074.80		√

Total Deductions: $6,600.00
Total Additions: $37,340.20
Net Total: $30,740.20

#00331

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Jeff Reeves

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 3/10/2015
Job No: 02143299

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

DESCRIPTION:

The attached pricing is for extra engineering work done for the Main St project. There cost are related revisions that were made to plans and utility work. If you need any additoinal information, please let me know.

Item #	Description	Quantity	Unit	Unit Price	Extension
EWA	Additional Engineering	1	LS	$ 2,338.75	$ 2,338.75

Subtotal	$ 2,338.75
10% of first $3,000.00	$ 233.88
7% of remainder	
TOTAL	$ 2,572.63

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: $ 2,572.63

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 03/10/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 7

SurveyTech P.C.

7172 North Keystone Unit J
Indianapolis, IN 46240

Phone (317)255-9339
Fax (317)259-7560

Date	Invoice #
2/28/2015	1917

Bill To

E & B Paving
17042 Middletown Road
Noblesville, IN 46060

Job Description

Main Street Carmel

Serviced	Qty	Item	Description	Rate	Amount
12/5/2014	1.5	2 man Crew	Spot storm structures, light pole bases and RW for utilities.	162.50	243.75
12/18/2014	1.5	2 man Crew	Stake and grade RW for utilities	162.50	243.75
12/19/2014	1	2 man Crew	Stake additional grades for utilities.	162.50	162.50
12/17/2014	1	Prof. Land Surveyor	Calculate locations and grades fro utilities	115.00	115.00
1/20/2015	2	2 man Crew	Locate utilities/stake line with existing grades.	162.50	325.00
1/19/2015	0.5	Prof. Land Surveyor	Prepare information for crews.	115.00	57.50
2/25/2015	4	Prof. Land Surveyor	Revise surface and update coordinates for Revision #5	115.00	460.00
2/25/2015	1	2 man Crew	Extra staking for additional drive.	162.50	162.50
2/28/2015	2	2 man Crew	Rough staking for temporary tie in on west end of project,2014.	162.50	325.00
2/28/2015	1.5	2 man Crew	Revise and final staking for tie in on west end of project, 2014.	162.50	243.75

Total $2,338.75

#0332

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 4/11/2015
Job No: 02143299

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

DESCRIPTION:

The attached pricing is for removal and resetting of the street light at the roundabout at Illinois St and Main St. If you need any additoinal information, please let me know.

Item #	Description	Quantity	Unit	Unit Price	Extension
EWA	Removal of and resetting of Light Pole	1	LS	$ 700.00	$ 700.00
				Subtotal	$ 700.00
				10% of first $3,000.00	$ 70.00
				7% of remainder	
				TOTAL	$ 770.00

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: $ 770.00

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 04/11/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 8

MORPHEY CONSTRUCTION, INC.

EXTRA WORK AGREEMENT DETAIL

DATE: 9-Apr-15

CONTRACT: EB Main St.

FORCE ACCOUNT/EXTRA WORK FOR: Reinstall light at Main & Illinois
Includes all termination material.

LABOR 109.04(a) WEEK ENDING:

EMPLOYEE	CRAFT	HOURS	RATE	TOTAL
Ryan Davis	laborer	0	33.15	0.00
Leo Flores	laborer	0	23.62	0.00
Eric Voight	laborer	0	25.62	0.00
John Henry	laborer	0	25.62	0.00
Jeff Hubbard	operator	3	30.75	92.25
Chad Ash	operator	3	31.50	94.50
Kyle Bowles	laborer	3	25.62	76.86
Jim Hardy	laborer	0	28.50	0.00

TOTAL LABOR: 263.61 (1)

FICA: 7.7 % x LINE (1): 20.30 (2)

FRINGES

LABORERS	3	HRS	x	12.41	=	37.23
OPERATORS	6	HRS	x	15.31	=	91.86
CARPENTERS		HRS	x		=	
TEAMSTERS		HRS	x		=	
		HRS	x		=	

TOTAL FRINGES: 129.09 (3)

WORKMENS COMPENSATION:	4.2	% X LINE (1)	11.07 (4)
BODILY INJURY INSURANCE:	6.5	% X LINE (1)	17.13 (5)
PROPERTY DAMAGE INS.:	6.5	% X LINE (1)	17.13 (6)
STATE UNEMPLOYMENT:	4.2	% X LINE (1)	11.07 (7)
FEDERAL UNEMPLOYMENT:	0.08	% X LINE (1)	2.11 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3): 0 (9)

TOTAL LINES 1,2,3,4,5,6,7,8, & 9 : 471.52 (10)

10% x LINE (10): 47.15 (11)

GRAND TOTAL LABOR LINES (10) + (11): 518.67 (12)

MATERIALS 109.04 (c)

MATERIALS WEEK ENDING: SEE ATTACHED DETAIL
(ATTACH COPIES OF INVOICES)

TOTAL MATERIALS: 0.00 (18)

10% x LINE (18): 0.00 (19)

GRAND TOTAL MATERIALS LINE (18) + (19): 0.00 (20)

EQUIPMENT 109.04 (d)

CONTRACTOR OWNED EQUIPMENT MODEL AND YEAR	TOTAL HOURS	BLUE BOOK RA MONTHLY/ 176	ADJUSTED RATE AGE AND REGION	EXTENSION
Ford F350 utility truck	3		15.00	45.00
Dump Truck	0		30.00	0.00
Trencher	0		25.00	0.00
Bucket Truck	0		25.00	0.00
Air Compressor	0		10.00	0.00
Crane	3		40.00	120.00

TOTAL CONTRACTOR OWNED EQUIPMENT: 165.00 (21)
RENTED EQUIPMENT (ATTACH DAILY COPIES OF INVOICES): _____ (22)
FUEL, LUBRICANTS, AND TRANSPORTATION COSTS: 0.00 (23)
TOTAL LINES (21) + (22) + (23) : 165.00 (24)
10% x LINE (24): 16.50 (25)
GRAND TOTAL EQUIPMENT LINES (24) + (25): 181.50 (26)

SUBCONTRACTS 109.04 (f)

SUBCONTRACTS WEEK ENDING: _____

DESCRIPTION	AMOUNT
None	

TOTAL SUBCONTRACT WEEK ENDING: 0 (27)
TOTAL SUBCONTRACT TO DATE: 0 (28)
10% x LINE (28) $3000.00 OR LESS: 0 (29)
7% x LINE (28) OVER 3000.00: 0 (30)
GRAND TOTAL SUBCONTRACT LINES (28) + (29) + (30): 0 (31)

TOTAL LINES (12), (17), (20), (26), & (31): 700.17 (32)
% OF BOND RATE BASED UPON LINE 32: NA (33)
10% x LINE (33) 0 (34)
TOTAL EXTRA WORK LINES (32) + (33) + (34): 700.17 (35)

$700.00

0333

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Lancet

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 5/8/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for 24" concrete end sections that were omitted in the bid quantities.
If you need any additoinal information, please let me know.

Item #	Description	Quantity	Unit	Unit Price	Extension
EWA	24" END SECTIONS	2	ea	$ 694.85	$ 1,389.70

Subtotal	$ 1,389.70
10% of first $3,000.00	$ 138.97
7% of remainder	
TOTAL	$ 1,528.67
REVISED UNIT PRICE	**$ 764.34**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 1,528.67**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 05/08/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 9

Recapitulation

Main Street Improvements

24" Pipe End Sections

Description	Quantity	unit	unit price materials	material cost	unit cost Labor	extended	unit cost Equipment	Extended	Contract Unit Price	Extended	Unit cost Sub	Sub Price
Equipment and Labor				$ -		$ -		$ -		$ -		$ -
PC300 Excavator	1.5	HR		$ -		$ -	146.33	$ 219.50		$ -		$ -
Foreman's Truck	1.5	HR		$ -		$ -	19.5	$ 29.25		$ -		$ -
Foreman	1.5	HR		$ -	$ 56.34	$ 84.51		$ -		$ -		$ -
Operator	1.5	HR		$ -	$ 54.50	$ 81.75		$ -		$ -		$ -
Laborer	3	HR		$ -	$ 40.70	$ 122.10		$ -		$ -		$ -
				$ -		$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -		$ -
Materials				$ -		$ -		$ -		$ -		$ -
24" PES	2	EA	$ 341.55	$ 683.10		$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -		$ -
Sub Totals				$ 683.10		$ 288.36		$ 248.75		$ -		-
Sales Tax		N/A	0%	-								
Allowable Mark up			12%	$ 81.97	20%	$ 57.67	12%	$ 29.85		$ -	10%	-
											7%	-
Sub Totals				$ 765.07		$ 346.03		$ 278.59		$ -		-

Grand Total $ 1,389.70

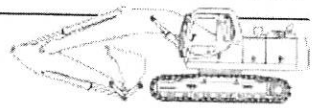
www.equipmentwatch.com

Rental Rate Blue Book®

December 24, 2014

Komatsu PC300LC-8 (disc. 2010)

Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 33.1 - 40.0 MTons
Weight:
77,980 lbs.

Configuration for PC300LC-8

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.56 cy**
Operating Weight	**335.4 t**	Net Horsepower	**246.0 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	Hourly	Hourly
Published Rates	$11,875.00	$3,325.00	$830.00	$125.00	$80.20	$147.67
Adjustments						
Region (Indiana: 99%)	($118.75)	($33.25)	($8.30)	($1.25)		
Model Year (2008: 99%)	($117.56)	($32.92)	($8.22)	($1.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$11,638.69**	**$3,258.83**	**$813.48**	**$122.51**	**$80.20**	**$146.33**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$4,512.50 / mo
Overhaul (ownership)	47%	$5,581.25 / mo
CFC (ownership)	6%	$712.50 / mo
Indirect (ownership)	9%	$1,068.75 / mo
Fuel (operating) @ $3.98	51%	$41.12 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH®

www.equipmentwatch.com

Rental Rate Blue Book®

March 30, 2015

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	Ton Rating	**1/2**
Horsepower	**191.0**		

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	$685.00	$190.00	$48.00	$7.00	$15.85	$19.74
Adjustments						
Region (Indiana: 99%)	($6.85)	($1.90)	($0.48)	($0.07)		
Model Year (2013: 99.4%)	($4.07)	($1.13)	($0.29)	($0.04)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$674.08**	**$186.97**	**$47.23**	**$6.89**	**$15.85**	**$19.68**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	$397.30 / mo
Overhaul (ownership)	28%	$191.80 / mo
CFC (ownership)	4%	$27.40 / mo
Indirect (ownership)	10%	$68.50 / mo
Fuel (operating) @ $3.51	80%	$12.74 / hr

Revised Date: 2nd Half 2014

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Rinker MATERIALS

Concrete Pipe Division

Acknowledgement 0040940688

Customer PO # NO PO

Prepared for:
GRADEX

Item	QTY	Material	Description	Price	Per	UOM	Total
		1520497	PIPE END SECTION, DIA 24"	341.55	1	PC	

#0334

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

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 6/24/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for the use of #2 stone in the undercut areas.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	#2 Stone for undercut areas	60	TON	$ 16.99	$ 1,019.40
				Subtotal	$ 1,019.40
				10% of first $3,000.00	$ 101.94
				7% of remainder	
				TOTAL	$ 1,121.34
				REVISED UNIT PRICE	**$ 18.69**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 1,121.34**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 06/24/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 15

Recapitulation

Main Street Improvements
Pricing for Installation of #2 Stone in Undercut Area

Description	Quantity	unit	unit price materials	material cost	unit cost Labor	L & E cost	unit cost Equipment	Extended	Unit cost Sub	Sub Price
				$ -		$ -		$ -		$ -
Equipment and Labor				$ -		$ -		$ -		$ -
D-5 Dozer	1	HR		$ -		$ -	$ 61.50	$ 61.50		$ -
Operator	1	HR		$ -	$ 67.68	$ 67.68				
Foreman	1	HR		$ -	$ 69.89	$ 69.89		$ -		$ -
				$ -		$ -		$ -		$ -
Materials				$ -		$ -		$ -		$ -
#2 Stone	60	Ton	$ 12.10	$ 726.00		$ -		$ -		$ -
				$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -
				$ -		$ -		$ -		$ -
Sub Totals				$ 726.00		$ 137.57		$ 61.50		$ -
Sales Tax		N/A	0%	$ -						
Allowable Mark up			12%	$ 87.12	0%	$ -	12%	$ 7.38	10%	$ -
									7%	$ -
Sub Totals				$ 813.12		$ 137.57		$ 68.88		$ -

TOTAL = $ 1,019.57
Per Ton = $ 16.99

#0335

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

To:	City of Carmel	Phone:	317-571-2678	Date:	7/20/2015
	One Civic Square	Fax:		Job No:	02143299
	Carmel IN 46032	Project:	Carmel - Main St 14-06		
		Location:	Carmel - Main St, e and w of US 31		
Attn:	Dave Machala	City:	Carmel		

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

DESCRIPTION:

Per your request, the attached pricing is for the additional cost associated with the structures near the relocated fiber line.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Additional cost associated with Structures placed around the fiber lines. Work done 4/24/15 and 5/7/15	1	LS	$ 5,361.59	$ 5,361.59
				Subtotal	$ 5,361.59
				10% of first $3,000.00	$ 300.00
				7% of remainder	$ 165.31
				TOTAL	$ 5,826.90
				REVISED UNIT PRICE	**$ 5,826.90**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 5,826.90**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 07/20/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 12A

14071: Main Street Improvements
Relocated Fiber Line Additional Costs
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	4/19/2015	
Monday	4/20/2015	
Tuesday	4/21/2015	
Wednesday	4/22/2015	
Thursday	4/23/2015	
Friday	4/24/2015	Badger Potholing STR 128,122, 115, & 116
Saturday	4/25/2015	

Labor Expenses

Craft	Sunday 19-Apr-15	Monday 20-Apr-15	Tuesday 21-Apr-15	Wednesday 22-Apr-15	Thursday 23-Apr-15	Friday 24-Apr-15	Saturday 25-Apr-15	Hours S.T.	Hours O.T.	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision													
Supervision								0	0	0	$ 37.00	$ -	$ -
								0	0	0	$ 37.00	$ -	$ -
Foreman													
Foreman						1		1	0	1	$ 33.05	$ 33.05	$ 33.05
Foreman								0	0	0	$ 33.05	$ -	$ -
								0	0	0	$ 33.05	$ -	$ -
Operator													
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
								0	0	0	$ 31.55	$ -	$ -
Labor													
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
								0	0	0	$ 22.62	$ -	$ -
Mechanic													
Mechanic								0	0	0	$ 31.55	$ -	$ -
								0	0	0	$ 31.55	$ -	$ -
Sub Totals for Labor												$ 33.05	$ 33.05

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 21.50	$ -	
Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	1	Hours@	$ 15.81	$ 15.81	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 15.81	$ -	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 12.96	$ -	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 15.81	$ -	
Sub totals for Labor				$ 15.81	$ 15.81

Payroll Insurance and Tax Costs					
Workmen's Compensation Insurance	3.52%	OF	$ 33.05	$ 1.16	
General Liability Insurance	1.73%	OF	$ 33.05	$ 0.57	
Federal Unemployment Tax	2.10%	OF	$ 33.05	$ 0.69	
State Unemployment Tax	7.62%	OF	$ 33.05	$ 2.52	
Federal Social Security Tax	7.65%	OF	$ 33.05	$ 2.53	
Subtotal Payroll Insurance and Taxes				$ 7.48	$ 7.48
SUB TOTAL LABOR					$ 56.34
Overhead	20%	OF	$ 56.34		$ 11.27
SUB TOTAL LABOR					$ 67.60
Profit	0%	OF	$ 56.34		$ -
TOTAL LABOR					$ 67.60

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		19-Apr-15	20-Apr-15	21-Apr-15	22-Apr-15	23-Apr-15	24-Apr-15	25-Apr-15	Hours	Rate	Cost	
Foreman's Truck-1005	1						1		1	$ 3.83	$ 15.85	$ 19.68
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
									0			$ -
							Sub Total Equipment					$ 19.68
							Overhead and Mark up	12%	OF	$ 19.68		$ 2.36
								TOTAL EQUIPMENT				$ 22.04

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		19-Apr-15	20-Apr-15	21-Apr-15	22-Apr-15	23-Apr-15	24-Apr-15	25-Apr-15	Hours	Rate	Cost	
Badger Vac-Truck	1						8.5		8.5	$ 205.00	$ 10.00	$ 1,827.50
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
									-			$ -
							Subtotal Rental Equipment					$ 1,827.50
							Overhead and Mark up	12%	OF	$ 1,827.50		$ 219.30
								TOTAL RENTAL EQUIPMENT				$ 2,046.80

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ -
Sales Tax	0%	of	$ -	$ -
Sub Totals for Materials				$ -
Overhead and Mark up	12%	of	$ -	$ -
	TOTAL FOR MATERIAL			$ -

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
	TOTAL SUBCONTRACTOR EXPENSE				$ -

Work Activity

Force Account Worksheet

Pricing Summary

Labor Cost	$ 67.60
Owned Equipment Cost	$ 22.04
Rented Equipment Cost	$ 2,046.80
Material Cost	$ -
Subcontractor Cost	$ -
Sub Total	$ 2,136.45
Total	$ 2,136.45

14071: Main Street Improvements
Relocated Fiber Line Additional Costs
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	5/3/2015	
Monday	5/4/2015	
Tuesday	5/5/2015	
Wednesday	5/6/2015	
Thursday	5/7/2015	Set STRs 116, 119, 122, 125, & 128 adjacent to and on top of fiber lines
Friday	5/8/2015	
Saturday	5/9/2015	

Labor Expenses

Craft	Sunday 3-May-15	Monday 4-May-15	Tuesday 5-May-15	Wednesday 6-May-15	Thursday 7-May-15	Friday 8-May-15	Saturday 9-May-15	Hours S.T.	Hours O.T	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision													
Supervision								0	0	0	$ 37.00	$ -	$ -
								0	0	0	$ 37.00	$ -	$ -
Foreman													
Foreman					2			2	0	2	$ 33.05	$ 66.10	$ 66.10
Foreman								0	0	0	$ 33.05	$ -	$ -
								0	0	0	$ 33.05	$ -	$ -
Operator													
Operator					2			2	0	2	$ 31.55	$ 63.10	$ 63.10
Operator					2			2	0	2	$ 31.55	$ 63.10	$ 63.10
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
								0	0	0	$ 31.55	$ -	$ -
Labor													
Labor					2			2	0	2	$ 22.62	$ 45.24	$ 45.24
Labor					2			2	0	2	$ 22.62	$ 45.24	$ 45.24
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
								0	0	0	$ 22.62	$ -	$ -
Mechanic													
Mechanic								0	0	0	$ 31.55	$ -	$ -
								0	0	0	$ 31.55	$ -	$ -
Sub Totals for Labor												$ 282.78	$ 282.78

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 21.50	$ -	
Foreman Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	2	Hours@	$ 15.81	$ 31.62	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	4	Hours@	$ 15.81	$ 63.24	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	4	Hours@	$ 12.96	$ 51.84	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 15.81	$ -	
Sub totals for Labor				$ 146.70	$ 146.70

Payroll Insurance and Tax Costs					
Workmen's Compensation Insurance	3.52%	OF	$ 282.78	$ 9.94	
General Liability Insurance	1.73%	OF	$ 282.78	$ 4.90	
Federal Unemployment Tax	2.10%	OF	$ 282.78	$ 5.94	
State Unemployment Tax	7.62%	OF	$ 282.78	$ 21.55	
Federal Social Security Tax	7.65%	OF	$ 282.78	$ 21.63	
Subtotal Payroll Insurance and Taxes				$ 63.97	$ 63.97
SUB TOTAL LABOR					$ 493.45
Overhead	20%	OF	$ 493.45		$ 98.69
SUB TOTAL LABOR					$ 592.14
Profit	0%	OF	$ 493.45		$ -
TOTAL LABOR					$ 592.14

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday 3-May-15	Monday 4-May-15	Tuesday 5-May-15	Wednesday 6-May-15	Thursday 7-May-15	Friday 8-May-15	Saturday 9-May-15	Total Hours	Hourly Rate	Operating Cost	Amount
Foreman's Truck - 1005	1					2			2	$ 3.83	$ 15.85	$ 39.36
PC300 Excavator - 735	1					2			2	$ 66.13	$ 80.20	$ 292.66
Cat 930 Loader - 665	1					2			2	$ 24.96	$ 33.25	$ 116.42
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
									0			$ -
Sub Total Equipment												$ 448.44
Overhead and Mark up								12%	OF	$ 448.44		$ 53.81
TOTAL EQUIPMENT												$ 502.25

Rented Equipment

Description	Quantity	Sunday 3-May-15	Monday 4-May-15	Tuesday 5-May-15	Wednesday 6-May-15	Thursday 7-May-15	Friday 8-May-15	Saturday 9-May-15	Total Hours	Hourly Rate	Operating Cost	Amount
Badger Vac-Truck	1					8.0			8.0	$ 205.00	$ 130.00	$ 2,680.00
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
									-			$ -
Subtotal Rental Equipment												$ 2,680.00
Overhead and Mark up								12%	OF	$ 2,680.00		$ 321.60
TOTAL RENTAL EQUIPMENT												$ 3,001.60

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
Riser - Precast Inlet Base	3	EA	$ 210.00	$ 630.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ 630.00
Sales Tax	0%	of	$ 630.00	$ -
Sub Totals for Materials				$ 630.00
Overhead and Mark up	12%	of	$ 630.00	$ 75.60
TOTAL FOR MATERIAL				$ 705.60

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description	Amount
	Utility Locates?	
Sub Total on Subcontractors		$ -
Overhead and Mark up	10% of $ -	$ -
Overhead and Mark up	7% of $ -	$ -
TOTAL SUBCONTRACTOR EXPENSE		$ -

Work Activity

Force Account Worksheet

Pricing Summary

Labor Cost	$ 592.14
Owned Equipment Cost	$ 502.25
Rented Equipment Cost	$ 3,001.60
Material Cost	$ 705.60
Subcontractor Cost	$ -
Sub Total	$ 4,801.59
Total	$ 4,801.59

EQUIPMENT WATCH

www.equipmentwatch.com

Rental Rate Blue Book®

March 30, 2015

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	Ton Rating	**1/2**
Horsepower	**191.0**		

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	$685.00	$190.00	$48.00	$7.00	$15.85	$19.74
Adjustments						
Region (Indiana 99%)	($6.85)	($1.90)	($0.48)	($0.07)		
Model Year (2013 99.4%)	($4.07)	($1.13)	($0.29)	($0.04)		
Ownership (100%)	-	-	-	-	-	
Operating (100%)					-	
Total:	**$674.08**	**$186.97**	**$47.23**	**$6.89**	**$15.85**	**$19.68**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	$397.30 / mo
Overhaul (ownership)	28%	$191.80 / mo
CFC (ownership)	4%	$27.40 / mo
Indirect (ownership)	10%	$68.50 / mo
Fuel (operating) @ $3.51	80%	$12.74 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

www.equipmentwatch.com

Rental Rate Blue Book®

December 24, 2014

Komatsu PC300LC-8 (disc. 2010)

Crawler Mounted Hydraulic Excavators

Size Class:
Operating Weight 33.1 - 40.0 MTons
Weight:
77,980 lbs.

Configuration for PC300LC-8

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.56 cy**
Operating Weight	**335.4 t**	Net Horsepower	**246.0 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	Hourly	Hourly
Published Rates	$11,875.00	$3,325.00	$830.00	$125.00	$80.20	$147.67
Adjustments						
Region (Indiana 99%)	($118.75)	($33.25)	($8.30)	($1.25)		
Model Year (2008 99%)	($117.56)	($32.92)	($8.22)	($1.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$11,638.69**	**$3,258.83**	**$813.48**	**$122.51**	**$80.20**	**$146.33**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$4,512.50 / mo
Overhaul (ownership)	47%	$5,581.25 / mo
CFC (ownership)	6%	$712.50 / mo
Indirect (ownership)	9%	$1,068.75 / mo
Fuel (operating) @ $3.98	51%	$41.12 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

www.equipmentwatch.com

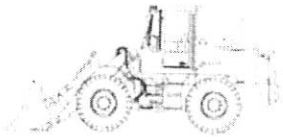
Rental Rate Blue Book®

March 30, 2015

Caterpillar 930H (disc. 2012)

4-Wd Articulated Wheel Loaders

Size Class:
Net Hp 135 - 149 HP
Weight:
28,725 lbs.



Configuration for 930H

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.6 cy**
Net Horsepower	**149.0 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,460.00	$1,250.00	$315.00	$47.00	$33.25	$58.59
Adjustments						
Region (Indiana 98.5%)	($66.90)	($18.75)	($4.72)	($0.70)		
Model Year (2012: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,393.10**	**$1,231.25**	**$310.28**	**$46.30**	**$33.25**	**$58.21**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	$1,917.80 / mo
Overhaul (ownership)	38%	$1,694.80 / mo
CFC (ownership)	7%	$312.20 / mo
Indirect (ownership)	12%	$535.20 / mo
Fuel (operating) @ $3.98	57%	$19.10 / hr

Revised Date: 2nd Half 2014

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3104

BADGER DAYLIGHTING

REMIT TO: Badger Daylighting Corp
75 Remittance Drive Suite 3185
Chicago, IL 60675-3185

Phone: (877) 322-3437
Billing inquiries: (888) 726-9146
Fax: (317) 892-2661

INVOICE

INVOICE NUMBER: AR00051866

INVOICE DATE: 04/29/2015

GRADEX INC
12900 N MERIDIAN STREET STE120
CARMEL, IN, 46032

US31 & Main St
US31 & Main St
Carmel
Work Order #1 14071
Cust. Rep Phil
Cust. Rep # 317-752-7963

GRA005	14071	NET 30 DAYS FROM INVOICE DATE
INDIANA CORP	Carmel, IN	05/29/2015

Ticket Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
04/24/2015	TKT00138010	495	WATER	1.00	Each	10.00	10.00
04/24/2015	TKT00138010	495	HYDROVAC W/1 MAN CREW - HOURLY - 01 STANDARD RATE	8.50	Hours	205.00	1,742.50
04/27/2015	TKT00209400	1226	HYDROVAC W/2 MAN CREW - HOURLY - 01 STANDARD RATE	5.00	Hours	250.00	1,250.00
04/27/2015	TKT00209400	1226	DUMP FEES-PER LOAD	1.00	Each	60.00	60.00

Subtotal	3,062.50
Sales Tax	0.00
TOTAL DUE	$3,062.50

14071 - 13085
Main St

Payment terms are Net 30 days. Any unpaid balances are subject to: a 10% late fee, maximum interest allowed by law, collection fees, and any and all court costs and legal fees.

Ver 1.7.6

Printed: 04/29/2015

2104

REMIT TO: Badger Daylighting Corp
75 Remittance Drive Suite 3185
Chicago, IL 60675-3185

Phone: (877) 322-3437
Billing Inquiries: (888) 726-9146
Fax: (317) 892-2661

INVOICE

INVOICE NUMBER: AR00053413

INVOICE DATE: 05/14/2015

GRADEX INC.
12900 N MERIDIAN STREET STE120
CARMEL, IN, 46032

US31 & Main St
US31 & Main St
Carmel
Work Order #1 14071
Cust. Rep Phil
Cust. Rep # 317-752-7963

CUSTOMER ACCT #	ORDER #	PAYMENT TERMS
GRA005	14071	NET 30 DAYS FROM INVOICE DATE

SALE REP	JOB DESCRIPTION	PROJECT NUMBER	DUE DATE
INDIANA CORP	Carmel, IN		06/13/2015

Ticket Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
05/07/2015	TKT00129474	1205	WATER	1.00	Each	10.00	10.00
05/07/2015	TKT00129474	1205	HYDROVAC W/ 1 MAN CREW - HOURLY - 01 STANDARD RATE	8.00	Hours	205.00	1,640.00
05/07/2015	TKT00129474	1205	DUMP FEES-PER LOAD	2.00	Each	60.00	120.00

Subtotal	1,770.00
Sales Tax	0.00
TOTAL DUE	$1,770.00

CERTIFIED

14071 - 13085
Main St

Payment terms are Net 30 days. Any unpaid balances are subject to: a 10% late fee, maximum interest allowed by law, collection fees, and any and all court costs and legal fees.

Ver 1.7.6

Printed 05/14/2015

From: Eugene A Mcgee
To: Mark Wilson
Cc: Robert Squires
Subject: Main St Imp - Carmel
Date: Wednesday, April 22, 2015 9:57:31 AM

Mark,

I spoke to Phil this morning about str # 128, 125, 122, 119, and 116 on the Main St Improvement Project in Carmel.

He said he ran into a utility conflict with these structures and wanted to know if he could remove the sump base section and have us pour some flat slab bases to sit the riser sections w/ holes on.

I looked at it and I see no issues with doing it.

Price on the baseslabs will be $210 each.

I will need at least 3 production days to get forms and into produciton rotation.

Just let me know what direction the city wants to go.

Gene McGee
Rinker Materials
Whitestown, IN
ph - 317 769 5801
fax - 317 769 5810
e-mail Eugenea.McGee@cemex.com

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#0336

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

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 6/24/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for the reconstruction of existing Structure 151.
If you need any additoinal information, please let me know.

Item #	Description	Quantity	Unit	Unit Price	Extension
EWA	Reconstruction of Existing Structure 151	1	ea	$ 1,744.26	$ 1,744.26
				Subtotal	$ 1,744.26
				10% of first $3,000.00	$ 174.43
				7% of remainder	
				TOTAL	$ 1,918.69
				REVISED UNIT PRICE	**$ 1,918.69**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 1,918.69**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 06/24/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 11

14071: Main Street Improvements
Reconstruct Existing STR 151
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	3/15/2015	
Monday	3/16/2015	Remove existing 18" RCP from structre 151. Sawcut for new 36" RCP
Tuesday	3/17/2015	Set new 36" RCP and pour collar.
Wednesday	3/18/2015	
Thursday	3/19/2015	
Friday	3/20/2015	
Saturday	3/21/2015	

Labor Expenses

Craft	Sunday 15-Mar-15	Monday 16-Mar-15	Tuesday 17-Mar-15	Wednesday 18-Mar-15	Thursday 19-Mar-15	Friday 20-Mar-15	Saturday 21-Mar-15	Hours S.T.	Hours O.T.	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision													
Supervision								0	0	0	$ 37.00	$ -	$ -
								0	0	0	$ 37.00	$ -	$ -
Foreman		2.5	1										
Foreman								3.5	0	3.5	$ 33.05	$ 115.68	$ 115.68
Foreman								0	0	0	$ 33.05	$ -	$ -
								0	0	0	$ 33.05	$ -	$ -
Operator		2.5	1										
Operator		2.5	1					3.5	0	3.5	$ 31.55	$ 110.43	$ 110.43
Operator								3.5	0	3.5	$ 31.55	$ 110.43	$ 110.43
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Labor		2.5	1										
Labor								3.5	0	3.5	$ 22.62	$ 79.17	$ 79.17
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Mechanic													
Mechanic								0	0	0	$ 31.55	$ -	$ -
								0	0	0	$ 31.55	$ -	$ -
							Sub Totals for Labor					$ 415.70	$ 415.70

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 21.50	$ -	
Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	3.5	Hours@	$ 15.81	$ 55.34	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	7	Hours@	$ 15.81	$ 110.67	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	3.5	Hours@	$ 12.96	$ 45.36	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 15.81	$ -	
Sub totals for Labor				$ 211.37	$ 211.37

Payroll Insurance and Tax Costs					
Workmen's Compensation Insurance	3.52%	OF	$ 415.70	$ 14.62	
General Liability Insurance	1.73%	OF	$ 415.70	$ 7.21	
Federal Unemployment Tax	2.10%	OF	$ 415.70	$ 8.73	
State Unemployment Tax	7.62%	OF	$ 415.70	$ 31.68	
Federal Social Security Tax	7.65%	OF	$ 415.70	$ 31.80	
Subtotal Payroll Insurance and Taxes				$ 94.04	$ 94.04
SUB TOTAL LABOR					$ 721.10
Overhead	20%	OF	$ 721.10		$ 144.22
SUB TOTAL LABOR					$ 865.32
Profit	0%	OF	$ 721.10		$ -
TOTAL LABOR					$ 865.32

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		15-Mar-15	16-Mar-15	17-Mar-15	18-Mar-15	19-Mar-15	20-Mar-15	21-Mar-15	Hours	Rate	Cost	
Foreman's Truck - 1005	1		2.5	1					3.5	$ 3.83	$ 15.85	$ 68.88
Komatsu PC300 - 735	1		2.5	1					3.5	$ 66.13	$ 80.20	$ 512.16
Cat 930 Loader - 665	1		2.5	1					3.5	$ 24.96	$ 33.25	$ 203.74
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
							Sub Total Equipment					$ 784.77
							Overhead and Mark up	12%	OF	$ 784.77		$ 94.17
								TOTAL EQUIPMENT				$ 878.94

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		15-Mar-15	16-Mar-15	17-Mar-15	18-Mar-15	19-Mar-15	20-Mar-15	21-Mar-15	Hours	Rate	Cost	
									-			$ -
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
							Subtotal Rental Equipment					$ -
							Overhead and Mark up	12%	OF	$ -		$ -
								TOTAL RENTAL EQUIPMENT				$ -

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ -
Sales Tax	0%	of	$ -	$ -
Sub Totals for Materials				$ -
Overhead and Mark up	12%	of	$ -	$ -
	TOTAL FOR MATERIAL			$ -

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
	TOTAL SUBCONTRACTOR EXPENSE				$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$	865.32
Owned Equipment Cost	$	878.94
Rented Equipment Cost	$	-
Material Cost	$	-
Subcontractor Cost	$	-
Sub Total	$	1,744.26
Total	$	1,744.26

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Rental Rate Blue Book®

March 30, 2015

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	Ton Rating	**1/2**
Horsepower	**191.0**		

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	$685.00	$190.00	$48.00	$7.00	$15.85	$19.74
Adjustments						
Region (Indiana: 99%)	($6.85)	($1.90)	($0.48)	($0.07)		
Model Year (2013: 99.4%)	($4.07)	($1.13)	($0.29)	($0.04)	-	
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$674.08**	**$186.97**	**$47.23**	**$6.89**	**$15.85**	**$19.68**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	$397.30 / mo
Overhaul (ownership)	28%	$191.80 / mo
CFC (ownership)	4%	$27.40 / mo
Indirect (ownership)	10%	$68.50 / mo
Fuel (operating) @ $3.51	80%	$12.74 / hr

Revised Date: 2nd Half 2014

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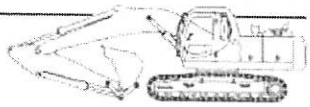
Rental Rate Blue Book®

December 24, 2014

Komatsu PC300LC-8 (disc. 2010)

Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 33.1 - 40.0 MTons
Weight:
77,980 lbs.

Configuration for PC300LC-8

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.56 cy**
Operating Weight	**335.4 t**	Net Horsepower	**246.0 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**	**Hourly**	**Hourly**
Published Rates	$11,875.00	$3,325.00	$830.00	$125.00	$80.20	$147.67
Adjustments						
Region (Indiana: 99%)	($118.75)	($33.25)	($8.30)	($1.25)		
Model Year (2008: 99%)	($117.56)	($32.92)	($8.22)	($1.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$11,638.69**	**$3,258.83**	**$813.48**	**$122.51**	**$80.20**	**$146.33**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$4,512.50 / mo
Overhaul (ownership)	47%	$5,581.25 / mo
CFC (ownership)	6%	$712.50 / mo
Indirect (ownership)	9%	$1,068.75 / mo
Fuel (operating) @ $3.98	51%	$41.12 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

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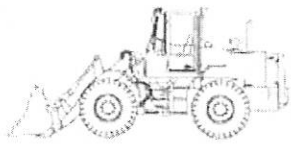
Rental Rate Blue Book®

March 30, 2015

Caterpillar 930H (disc. 2012)

4-Wd Articulated Wheel Loaders

Size Class:
Net Hp 135 - 149 HP
Weight:
28,725 lbs.



Configuration for 930H

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.6 cy**
Net Horsepower	**149.0 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,460.00	$1,250.00	$315.00	$47.00	$33.25	$58.59
Adjustments						
Region (Indiana: 98.5%)	($66.90)	($18.75)	($4.72)	($0.70)		
Model Year (2012: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,393.10**	**$1,231.25**	**$310.28**	**$46.30**	**$33.25**	**$58.21**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	$1,917.80 / mo
Overhaul (ownership)	38%	$1,694.80 / mo
CFC (ownership)	7%	$312.20 / mo
Indirect (ownership)	12%	$535.20 / mo
Fuel (operating) @ $3.98	57%	$19.10 / hr

Revised Date: 2nd Half 2014

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#0337

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

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 7/9/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for modifying the block wall at the Illinois St and Main St RAB
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Modify Block Wall at RAB	1	LS	$ 837.73	$ 837.73
				Subtotal	$ 837.73
				10% of first $3,000.00	$ 83.77
				7% of remainder	
				TOTAL	$ 921.50
				REVISED UNIT PRICE	**$ 921.50**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 921.50**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 07/09/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 17

14071: Main Street Improvements
Modify Block Retaining Wall at Illinois & Main St RAB
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	6/7/2015	
Monday	6/8/2015	
Tuesday	6/9/2015	
Wednesday	6/10/2015	
Thursday	6/11/2015	
Friday	6/12/2015	Extend/Raise wall utilizing blocks from wall slated to be demoed.
Saturday	6/13/2015	

Labor Expenses

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours	Hours	Total	Rate	Insurance	Payroll
Craft	7-Jun-15	8-Jun-15	9-Jun-15	10-Jun-15	11-Jun-15	12-Jun-15	13-Jun-15	S.T.	O.T.	Hours		Amount	Amount
Supervision								0	0	0	$ 38.00	$ -	$ -
Supervision								0	0	0	$ 38.00	$ -	$ -
Operator Foreman						3.5		3.5	0	3.5	$ 33.95	$ 118.83	$ 118.83
Operator Foreman								0	0	0	$ 33.95	$ -	$ -
Laborer Foreman								0	0	0	$ 24.12	$ -	$ -
Laborer Foreman								0	0	0	$ 24.12	$ -	$ -
Operator						3		3	0	3	$ 32.45	$ 97.35	$ 97.35
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Labor						3		3	0	3	$ 22.62	$ 67.86	$ 67.86
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Mechanic								0	0	0	$ 32.45	$ -	$ -
Mechanic								0	0	0	$ 32.45	$ -	$ -
							Sub Totals for Labor					$ 284.04	$ 284.04

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 21.50	$ -	
Operator Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	3.5	Hours@	$ 16.31	$ 57.09	
Laborer Foreman Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 13.46	$ -	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	3	Hours@	$ 16.31	$ 48.93	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	3	Hours@	$ 13.46	$ 40.38	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 16.31	$ -	
Sub totals for Labor				$ 146.40	$ 146.40

Payroll Insurance and Tax Costs					
Workmen's Compensation Insurance	2.09%	OF	$ 284.04	$ 5.93	
General Liability Insurance	2.43%	OF	$ 284.04	$ 6.91	
Federal Unemployment Tax	2.40%	OF	$ 284.04	$ 6.82	
State Unemployment Tax	7.55%	OF	$ 284.04	$ 21.44	
Federal Social Security Tax	7.65%	OF	$ 284.04	$ 21.73	
Subtotal Payroll Insurance and Taxes				$ 62.82	$ 62.82
SUB TOTAL LABOR					$ 493.25
Overhead	20%	OF	$ 493.25		$ 98.65
SUB TOTAL LABOR					$ 591.90
Profit	0%	OF	$ 493.25		$ -
	TOTAL LABOR				$ 591.90

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		7-Jun-15	8-Jun-15	9-Jun-15	10-Jun-15	11-Jun-15	12-Jun-15	13-Jun-15	Hours	Rate	Cost	
Foreman's Truck	1						3.5		3.5	$ 4.33	$ 23.10	$ 96.01
Case 580 Backhoe - 772	1						3		3	$ 17.46	$ 23.70	$ 123.48
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
							Sub Total Equipment					$ 219.49
							Overhead and Mark up	12%	OF	$ 219.49		$ 26.34
								TOTAL EQUIPMENT				$ 245.82

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		7-Jun-15	8-Jun-15	9-Jun-15	10-Jun-15	11-Jun-15	12-Jun-15	13-Jun-15	Hours	Rate	Cost	
									-			$ -
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
							Subtotal Rental Equipment					$ -
							Overhead and Mark up	12%	OF	$ -		$ -
								TOTAL RENTAL EQUIPMENT				$ -

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ -
Sales Tax	0%	at	$ -	$ -
Sub Totals for Materials				$ -
Overhead and Mark up	12%	of	$ -	$ -
	TOTAL FOR MATERIAL			$ -

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
		TOTAL SUBCONTRACTOR EXPENSE			$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$	591.90
Owned Equipment Cost	$	245.82
Rented Equipment Cost	$	-
Material Cost	$	-
Subcontractor Cost	$	-
Sub Total	$	837.73
Total	$	837.73

EQUIPMENT WATCH

www.equipmentwatch.com

Rental Rate Blue Book®

December 24, 2014

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
Net Hp 200 - 299 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	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	$810.00	$225.00	$56.00	$8.00	$23.10	$27.70
Adjustments						
Region (Indiana: 99%)	($8.10)	($2.25)	($0.56)	($0.08)		
Model Year (2009: 95%)	($40.10)	($11.14)	($2.77)	($0.40)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$761.80**	**$211.61**	**$52.67**	**$7.52**	**$23.10**	**$27.43**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	59%	$477.90 / mo
Overhaul (ownership)	27%	$218.70 / mo
CFC (ownership)	4%	$32.40 / mo
Indirect (ownership)	10%	$81.00 / mo
Fuel (operating) @ $3.51	82%	$19.01 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH®

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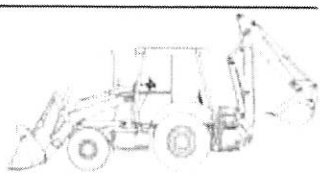
Rental Rate Blue Book®

July 7, 2015

Case 580 SUPER M SERIES 2 (disc. 2008)

Tractor-Loader-Backhoes



Size Class:
Max. Backhoe Digging Depth 14' to Under 15'
Weight:
14,285 lbs.

Configuration for 580 SUPER M SERIES 2

Power Mode	**Diesel**	Drive	**4WD**
Loader Bucket Capacity--Heaped	**1.00 cy**	Backhoe Stick	**Extendable**
Net Horsepower	**90.0 hp**	Operator Protection	**EROPS**

Equipment Notes: Includes General Purpose loader bucket, backhoe 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,120.00	$875.00	$220.00	$33.00	$23.70	$41.43
Adjustments						
Region (Indiana: 98.5%)	($46.80)	($13.12)	($3.30)	($0.49)		
Model Year (2008: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$3,073.20**	**$861.88**	**$216.70**	**$32.51**	**$23.70**	**$41.16**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	$1,029.60 / mo
Overhaul (ownership)	49%	$1,528.80 / mo
CFC (ownership)	6%	$187.20 / mo
Indirect (ownership)	12%	$374.40 / mo
Fuel (operating) @ $3.46	51%	$12.11 / hr

Revised Date: 2nd Half 2015

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#0338

E&B PAVING.Inc
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ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 7/9/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for the additional underain run cost.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Additional Underdrains	1	LS	$ 441.60	$ 441.60
				Subtotal	$ 441.60
				10% of first $3,000.00	$ 44.16
				7% of remainder	
				TOTAL	$ 485.76
				REVISED UNIT PRICE	**$ 485.76**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: $ 485.76

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 07/09/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 16

14071: Main Street Improvements
Additional Underdrain Run Costs
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Friday	6/12/2015	Core drill holes for additional underdrain runs into STRs 202 & 203
Tuesday	6/16/2015	Core drill hole for additional underdrain run into STR 147

Labor Expenses

Craft	Hours S.T	Hours O.T	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision	0	0	0	$ 38.00	$ -	$ -
Supervision	0	0	0	$ 38.00	$ -	$ -
Operator Foreman	0	0	0	$ 33.95	$ -	$ -
Operator Foreman	0	0	0	$ 33.95	$ -	$ -
Laborer Foreman	0	0	0	$ 24.12	$ -	$ -
Laborer Foreman	0	0	0	$ 24.12	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Operator	0	0	0	$ 32.45	$ -	$ -
Labor	0	0	0	$ 22.82	$ -	$ -
Labor	0	0	0	$ 22.82	$ -	$ -
Labor	0	0	0	$ 22.82	$ -	$ -
Labor	0	0	0	$ 22.82	$ -	$ -
Labor	0	0	0	$ 22.82	$ -	$ -
Labor	0	0	0	$ 22.82	$ -	$ -
Labor	0	0	0	$ 22.82	$ -	$ -
Mechanic	0	0	0	$ 32.45	$ -	$ -
Mechanic	0	0	0	$ 32.45	$ -	$ -
Sub Totals for Labor					$ -	$ -

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 21.50	$ -
Operator Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 16.31	$ -
Laborer Foreman Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 13.46	$ -
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 16.31	$ -
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 13.46	$ -
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 16.31	$ -
Sub totals for Labor					$ -

Payroll Insurance and Tax Costs						
Workmen's Compensation Insurance	2.09%	OF		$ -	$ -	
General Liability Insurance	2.43%	OF		$ -	$ -	
Federal Unemployment Tax	2.40%	OF		$ -	$ -	
State Unemployment Tax	7.55%	OF		$ -	$ -	
Federal Social Security Tax	7.65%	OF		$ -	$ -	
Subtotal Payroll Insurance and Taxes					$ -	$ -
SUB TOTAL LABOR						$ -
Overhead	20%	OF		$ -		$ -
SUB TOTAL LABOR						$ -
Profit	0%	OF		$ -		$ -
TOTAL LABOR						$ -

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity								Total Hours	Hourly Rate	Operating Cost	Amount
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
							Sub Total Equipment					$ -
							Overhead and Mark up	12%	OF	$ -		$ -
								TOTAL EQUIPMENT				$ -

Rented Equipment

Description	Quantity		Friday		Tuesday				Total Hours	Hourly Rate	Operating Cost	Amount
			12-Jun-15		16-Jun-15							
Penhall	1		2.0		1.0				3.0		$ 131.43	$ 394.29
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
							Subtotal Rental Equipment					$ 394.29
							Overhead and Mark up	12%	OF	$ 394.29		$ 47.31
								TOTAL RENTAL EQUIPMENT				$ 441.60

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ -
Sales Tax	0%	of	$ -	$ -
Sub Totals for Materials				$ -
Overhead and Mark up	12%	of	$ -	$ -
	TOTAL FOR MATERIAL			$ -

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
		TOTAL SUBCONTRACTOR EXPENSE			$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$	-
Owned Equipment Cost	$	-
Rented Equipment Cost	$	441.60
Material Cost	$	-
Subcontractor Cost	$	-
Sub Total	$	441.60
Total	$	441.60

16224

PENHALL COMPANY

	29148
	6/22/15
	00354
	000020218

GRADEX, INC.
12900 N MERIDIAN ST #120
CARMEL IN 46032-
317-573-3970 317-573-3979

PENHALL COMPANY
*Note New Remit To Address
P.O. Box 842911
Los Angeles, CA 90084-2911

	MAIN ST & OLD MERIDIAN		14071
	MAIN ST IMPROVEMENTS CARMEL		
	SMITH, JASON W.		MARK WILSON
	063		6353

3) 8" X 6" THICK HOLES IN CONCRETE STRUCTURE	6/12/15	3488270	920.00
1) 8" X 5-1/2" THICK HOLE IN CONCRETE STRUCTURE		3488145	
2) 8" DIA X 6" DEEP CORE DRILLED HOLES IN CONCRETE STRUCTURE		3488150	
1) 8" X 6" THICK HOLE IN CONCRETE STRUCTURE			

ENTERED

NO RETAINAGE IS TO BE WITHHELD

***** VISA, MASTERCARD & AMEX *****
**** NOW ACCEPTED FOR PAYMENT ****
*** THANK YOU FOR YOUR BUSINESS ***

14071 Main St
6670 = 262.86
6506 = 394.28
14000 = 131.43
7700 = 131.43

OKD

For billing questions please contact: 317-875-7601

$ 920.00

TERMS: NET 30 DAYS

Information provided as required by IRC section 3406
Penhall Company TIN 33-0349226
Subject to the standard terms and conditions which are posted and may be accessed at www.penhall.com/terms-and-conditions.

Equipment and Services to Meet Your Needs!

- **CONCRETE/ASPHALT**
  Flat Saws to 18" Deep
  Wall Saws to 24" Deep
  Wire Sawing
- **CORE DRILLING**
  Electric
  Pneumatic
  Hydraulic
  Up to 42" Diameter
- **COMPRESSORS**
  Breaking
  Rock Drilling
  Chipping
- **BACKHOES/MINI-MAX**
  Excavation
  Breaking
  Compaction
- **CAT EXCAVATORS**
  Breakers to 12,000 ft. lbs.
  Compacting, Pulverizing
  Shearing, Long Boom to 80+ ft.
- **BOBCAT**
  Breaking
  Excavation
  Compaction
  Dump Trucks
- **HYDRA HAMMER**
  Breaking
  Compaction
- **DEMOLITION**
  Hard/Soft
- **GROOVING/GRINDING**
  Texturing
  Joint Sealing
  Safety Grooving
  Epoxy Repairs
  Green Sawing
- **WHEEL SAWS**
  Vermeer
  Cuts to 31" Deep

Nationwide: 1-800-PENHALL

FOR YOUR LOCAL OFFICE:

Anaheim	CA	714-772-6450	Minneapolis	MN	763-542-9999
Atlanta	GA	770-941-3401	Phoenix	AZ	480-967-5029
Austin	TX	512-385-8500	Portland	OR	503-253-9500
Bakersfield	CA	661-832-1155	Raleigh	NC	919-859-9911
Birmingham	AL	205-951-0041	Reno	NV	775-786-8498
Burbank	CA	818-562-1250	Richmond	VA	804-520-1260
Camarillo	CA	805-482-4634	Riverside	CA	951-369-2800
Charleston	SC	843-767-1881	Sacramento	CA	916-386-1589
Charlotte	NC	704-392-0644	Salt Lake City	UT	801-355-7364
Columbia	SC	803-936-0039	San Diego	CA	858-550-1111
[illegible]llas	TX	817-416-1846	San Leandro	CA	510-357-8810
[illegible]er	CO	303-934-3866	Santa Clara	CA	408-970-9494
	CA	661-832-1155	Seattle	WA	206-763-9200
	HI	808-488-8222	Superior	WI	715-394-6757
	NV	702-736-6033	Tucson	AZ	520-744-0225
	[illegible]A	310-225-6690			

PENHALL COMPANY®

1801 Penhall Way, Anaheim, CA 92801 • 714-772-6450

TICKET NO. 3488270

DATE 6 / 12 / [illegible]

CUSTOMER NAME [illegible]

CUSTOMER P.O. NO.

BILLING ADDRESS (STREET) (CITY)

CUSTOMER PHONE NO. ( )

JOB ADDRESS (STREET) (CITY)

MAP NO.

NEW	CUST. NUMBER	JOB NUMBER	SLS. NUMBER	Q	I	B	H
	[illegible]	[illegible]					

TYPE	QUANTITY HOURS	QUANTITY UNITS	DESCRIPTION OF WORK PERFORMED	UNIT PRICE	NET AMOUNT
[illegible]		2	[illegible]		
			[illegible]		

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No.	Customer Signature

Stand By / Remarks:

TOTAL

PENHALL COMPANY®

AN EQUAL OPPORTUNITY EMPLOYER

NOTICE: The individual signing below represents that he or she is signing on behalf of the owner or contractor, and that he or she has the authority to bind owner or contractor to all of the terms and conditions set forth on the front and reverse side of this job ticket. In this regard, the individual signing below acknowledges that he or she has read, understood and agrees to all of the terms and conditions contained in this job ticket.

Check one... ☐ Owner ☐ Contractor

CUSTOMER APPROVAL:

☐ Customer desires to clean up slurry created by Penhall with its own force.

CUSTOMER COPY

Equipment and Services to Meet Your Needs!

- **CONCRETE/ASPHALT**
  Flat Saws to 18" Deep
  Wall Saws to 24" Deep
  Wire Sawing
- **CORE DRILLING**
  Electric
  Pneumatic
  Hydraulic
  Up to 42" Diameter
- **COMPRESSORS**
  Breaking
  Rock Drilling
  Chipping
- **BACKHOES/MINI-MAX**
  Excavation
  Breaking
  Compaction
- **CAT EXCAVATORS**
  Breakers to 12,000 ft. lbs.
  Compacting, Pulverizing
  Shearing, Long Boom to 80+ ft.
- **BOBCAT**
  Breaking
  Excavation
  Compaction
  Dump Trucks
- **HYDRA HAMMER**
  Breaking
  Compaction
- **DEMOLITION**
  Hard/Soft
- **GROOVING/GRINDING**
  Texturing
  Joint Sealing
  Safety Grooving
  Epoxy Repairs
  Green Sawing
- **WHEEL SAWS**
  Vermeer
  Cuts to 31" Deep

Nationwide: 1-800-PENHALL

FOR YOUR LOCAL OFFICE:

Anaheim	CA	714-772-6450	Minneapolis	MN	763-542-9999
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Bakersfield	CA	661-832-1155	Raleigh	NC	919-859-9911
Birmingham	AL	205-951-0041	Reno	NV	775-786-8498
Burbank	CA	818-562-1250	Richmond	VA	804-520-1260
Camarillo	CA	805-482-4634	Riverside	CA	951-369-2800
Charleston	SC	843-767-1881	Sacramento	CA	916-386-1589
Charlotte	NC	704-392-0644	Salt Lake City	UT	801-355-7364
Columbia	SC	803-936-0039	San Diego	CA	858-550-1111
Dallas	TX	817-416-1846	San Leandro	CA	510-357-8810
Denver	CO	303-934-3866	Santa Clara	CA	408-970-9494
	CA	661-832-1155	Seattle	WA	206-763-9200
	HI	808-488-8222	Superior	WI	715-394-6757
	NV	702-736-6033	Tucson	AZ	520-744-0225
	CA	310-225-6690			

PENHALL COMPANY®

1801 Penhall Way, Anaheim, CA 92801 • 714-772-6450

TICKET NO. 3488145

DATE: 6 / 15 / 15

CUSTOMER NAME: [illegible]

CUSTOMER P.O. NO.: 14071

BILLING ADDRESS (STREET) (CITY): Mo[illegible] St Improvements

CUSTOMER PHONE NO.: (2[illegible]7) 220 3127

JOB ADDRESS (STREET) (CITY): Mo[illegible] St [illegible]

MAP NO.:

NEW	CUST. NUMBER	JOB NUMBER	SLS. NUMBER	Q	I	B	H
	0 0 8 5 1 1	2 0 2 1 6					

TYPE	QUANTITY HOURS	QUANTITY UNITS	DESCRIPTION OF WORK PERFORMED	UNIT PRICE	NET AMOUNT
003		3	8 X [illegible]	6506	
003		1	8 X 5 1/2 [illegible]	14000	
			14071		

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No.

Customer Signature

Stand By / Remarks:

TOTAL

PENHALL COMPANY®

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Check one... ☐ Owner ☐ Contractor

CUSTOMER APPROVAL: [illegible]

☐ Customer desires to clean up slurry created by Penhall with its own force.

CUSTOMER COPY

Equipment and Services to Meet Your Needs!

- **CONCRETE/ASPHALT**
  Flat Saws to 18" Deep
  Wall Saws to 24" Deep
  Wire Sawing
- **CORE DRILLING**
  Electric
  Pneumatic
  Hydraulic
  Up to 42" Diameter
- **COMPRESSORS**
  Breaking
  Rock Drilling
  Chipping
- **BACKHOES/MINI-MAX**
  Excavation
  Breaking
  Compaction
- **CAT EXCAVATORS**
  Breakers to 12,000 ft. lbs.
  Compacting, Pulverizing
  Shearing, Long Boom to 80+ ft.
- **BOBCAT**
  Breaking
  Excavation
  Compaction
  Dump Trucks
- **HYDRA HAMMER**
  Breaking
  Compaction
- **DEMOLITION**
  Hard/Soft
- **GROOVING/GRINDING**
  Texturing
  Joint Sealing
  Safety Grooving
  Epoxy Repairs
  Green Sawing
- **WHEEL SAWS**
  Vermeer
  Cuts to 31" Deep

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Bakersfield	CA	661-832-1155	Raleigh	NC	919-859-9911
Birmingham	AL	205-951-0041	Reno	NV	775-786-8498
Burbank	CA	818-562-1250	Richmond	VA	804-520-1260
Camarillo	CA	805-482-4634	Riverside	CA	951-369-2800
Charleston	SC	843-767-1881	Sacramento	CA	916-386-1589
Charlotte	NC	704-392-0644	Salt Lake City	UT	801-355-7364
Columbia	SC	803-936-0039	San Diego	CA	858-550-1111
Dallas	TX	817-416-1846	San Leandro	CA	510-357-8810
[illegible]ver	CO	303-934-3866	Santa Clara	CA	408-970-9494
	CA	661-832-1155	Seattle	WA	206-763-9200
	HI	808-488-8222	Superior	WI	715-394-6757
	NV	702-736-6033	Tucson	AZ	520-744-0225
	CA	310-225-6690			

PENHALL COMPANY

1801 Penhall Way, Anaheim, CA 92801 • 714-772-6450

TICKET NO. 3488150

DATE: [illegible]

CUSTOMER NAME: [illegible]

CUSTOMER P.O. NO.: [illegible]

BILLING ADDRESS (STREET) (CITY): [illegible]

CUSTOMER PHONE NO.: [illegible]

JOB ADDRESS (STREET) (CITY): [illegible]

MAP NO.:

NEW	CUST. NUMBER	JOB NUMBER	SLS. NUMBER	Q	I	B	H
	[illegible]	[illegible]					

TYPE	QUANTITY HOURS	QUANTITY UNITS	DESCRIPTION OF WORK PERFORMED	UNIT PRICE	NET AMOUNT
[illegible]		1	[illegible]		
			(407) - 7702		

Customer has identified, marked and de-energized (as necessary) all utilities. When appropriate, the public locator service has been notified and signed. If not, call dispatch.

Locator No.	Customer Signature

Stand By / Remarks:

PENHALL COMPANY

AN EQUAL OPPORTUNITY EMPLOYER

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TOTAL

Check one... ☐ Owner ☐ Contractor

CUSTOMER APPROVAL:

☐ Customer desires to clean up slurry created by Penhall with its own force.

CUSTOMER COPY

0339

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 10/29/2015
Job No: 02143299

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

DESCRIPTION:

This is for work done to relocate storm sewer structure 148 due to changes in the curb alignment.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Sub Total
EWA	Relocate structure 148	1	LS	$ 2,468.39	$ 2,468.39
				10% Markup	$ 246.84
				Total	$ 2,715.23

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: $ 2,715.23

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 10/29/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 24

14071: Main Street Improvements
Reset STR 148
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	6/21/2015	
Monday	6/22/2015	
Tuesday	6/23/2015	
Wednesday	6/24/2015	Move STR 148 due to change in curb alignment.
Thursday	6/25/2015	
Friday	6/26/2015	
Saturday	6/27/2015	

Labor Expenses

Craft	Sunday 21-Jun-15	Monday 22-Jun-15	Tuesday 23-Jun-15	Wednesday 24-Jun-15	Thursday 25-Jun-15	Friday 26-Jun-15	Saturday 27-Jun-15	Hours S.T.	Hours O.T.	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision								0	0	0	$ 38.00	$ -	$ -
Supervision								0	0	0	$ 38.00	$ -	$ -
Operator Foreman								0	0	0	$ 33.95	$ -	$ -
Operator Foreman								0	0	0	$ 33.95	$ -	$ -
Laborer Foreman				5.5				5.5	0	5.5	$ 24.12	$ 132.66	$ 132.66
Laborer Foreman								0	0	0	$ 24.12	$ -	$ -
Operator				5				5	0	5	$ 32.45	$ 162.25	$ 162.25
Operator				5				5	0	5	$ 32.45	$ 162.25	$ 162.25
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Labor				5				5	0	5	$ 22.62	$ 113.10	$ 113.10
Labor				2.5				2.5	0	2.5	$ 22.62	$ 56.55	$ 56.55
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Mechanic								0	0	0	$ 32.45	$ -	$ -
Mechanic								0	0	0	$ 32.45	$ -	$ -
							Sub Totals for Labor					$ 626.81	$ 626.81

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 21.50	$ -	
Operator Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 16.31	$ -	
Laborer Foreman Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	5.5	Hours@	$ 13.46	$ 74.03	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	10	Hours@	$ 16.31	$ 163.10	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	7.5	Hours@	$ 13.46	$ 100.95	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 16.31	$ -	
Sub totals for Labor				$ 338.08	$ 338.08

Payroll Insurance and Tax Costs					
Workmen's Compensation Insurance	2.09%	OF	$ 626.81	$ 13.08	
General Liability Insurance	2.43%	OF	$ 626.81	$ 15.25	
Federal Unemployment Tax	2.40%	OF	$ 626.81	$ 15.04	
State Unemployment Tax	7.55%	OF	$ 626.81	$ 47.31	
Federal Social Security Tax	7.65%	OF	$ 626.81	$ 47.95	
Subtotal Payroll Insurance and Taxes				$ 138.64	$ 138.64
SUB TOTAL LABOR					$ 1,103.53
Overhead	20%	OF	$ 1,103.53		$ 220.71
SUB TOTAL LABOR					$ 1,324.23
Profit	0%	OF	$ 1,103.53		$ -
TOTAL LABOR					$ 1,324.23

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		21-Jun-15	22-Jun-15	23-Jun-15	24-Jun-15	25-Jun-15	26-Jun-15	27-Jun-15	Hours	Rate	Cost	
Foreman's Truck - 31	1				5.5				5.5	$ 3.65	$ 13.15	$ 92.40
Cat 420 Backhoe - 701	1				5				5	$ 17.22	$ 25.30	$ 212.60
Cat IT28 Loader - 551	1				5				5	$ 20.45	$ 30.15	$ 253.00
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance												$ -
							Sub Total Equipment					$ 558.00
							Overhead and Mark up	12%	OF	$ 558.00		$ 66.96
								TOTAL EQUIPMENT				$ 624.96

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		21-Jun-15	22-Jun-15	23-Jun-15	24-Jun-15	25-Jun-15	26-Jun-15	27-Jun-15	Hours	Rate	Cost	
									-			$ -
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
							Subtotal Rental Equipment					$ -
							Overhead and Mark up	12%	OF	$ -		$ -
								TOTAL RENTAL EQUIPMENT				$ -

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
#8 Stone	20.43	TNS	$ 14.10	$ 288.06
Concrete	1.5	YDS	$ 117.00	$ 175.50
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ 463.56
Sales Tax	0%	of	$ 463.56	$ -
Sub Totals for Materials				$ 463.56
Overhead and Mark up	12%	of	$ 463.56	$ 55.63
	TOTAL FOR MATERIAL			$ 519.19

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
		TOTAL SUBCONTRACTOR EXPENSE			$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$	1,324.23
Owned Equipment Cost	$	624.96
Rented Equipment Cost	$	-
Material Cost	$	519.19
Subcontractor Cost	$	-
Sub Total	$	2,468.39
Total	$	2,468.39

EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

October 15, 2015

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	Ton Rating	**1/2**
Horsepower	**191.0**		

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	$690.00	$195.00	$49.00	$7.00	$13.15	$17.07
Adjustments						
Region (Indiana: 99%)	($6.90)	($1.95)	($0.49)	($0.07)		
Model Year (2006: 94.1%)	($40.30)	($11.39)	($2.86)	($0.41)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$642.80**	**$181.66**	**$45.65**	**$6.52**	**$13.15**	**$16.80**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	$400.20 / mo
Overhaul (ownership)	28%	$193.20 / mo
CFC (ownership)	4%	$27.60 / mo
Indirect (ownership)	10%	$69.00 / mo
Fuel (operating) @ $2.82	78%	$10.23 / hr

Revised Date: 2nd Half 2015

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EQUIPMENT WATCH

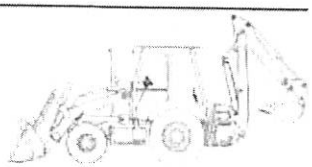
www.equipmentwatch.com

Rental Rate Blue Book®

December 23, 2014

Caterpillar 420E

Tractor-Loader-Backhoes



Size Class:
Max. Backhoe Digging Depth 14' to Under 15'
Weight:
15,474 lbs.

Configuration for 420E

Power Mode	**Diesel**	Drive	**4WD**
Loader Bucket Capacity--Heaped	**1.25 cy**	Backhoe Stick	**Extendable**
Net Horsepower	**93.3 hp**	Operator Protection	**EROPS**

Equipment Notes: Includes General Purpose loader bucket, backhoe 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,320.00	$930.00	$235.00	$35.00	$25.30	$44.16
Adjustments						
Region (Indiana: 98.5%)	($49.80)	($13.95)	($3.52)	($0.52)		
Model Year (2006: 92.7%)	($238.72)	($66.87)	($16.90)	($2.52)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$3,031.48**	**$849.18**	**$214.58**	**$31.96**	**$25.30**	**$42.52**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	$1,195.20 / mo
Overhaul (ownership)	45%	$1,494.00 / mo
CFC (ownership)	7%	$232.40 / mo
Indirect (ownership)	12%	$398.40 / mo
Fuel (operating) @ $3.98	57%	$14.44 / hr

Revised Date: 2nd Half 2014

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

October 15, 2015

Caterpillar IT28G (disc. 2006)

4-Wd Articulated Wheel Loaders

Size Class:
Net Hp 135 - 149 HP
Weight:
27,856 lbs.

Configuration for IT28G

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.35 cy**
Net Horsepower	**143.0 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,760.00	$1,055.00	$265.00	$40.00	$30.15	$51.51
Adjustments						
Region (Indiana: 98.5%)	($56.40)	($15.82)	($3.97)	($0.60)		
Model Year (2003: 97.2%)	($103.70)	($29.10)	($7.31)	($1.10)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$3,599.90**	**$1,010.08**	**$253.72**	**$38.30**	**$30.15**	**$50.60**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$1,541.60 / mo
Overhaul (ownership)	41%	$1,541.60 / mo
CFC (ownership)	7%	$263.20 / mo
Indirect (ownership)	11%	$413.60 / mo
Fuel (operating) @ $3.46	53%	$15.93 / hr

Revised Date: 2nd Half 2015

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13381

Martin Marietta

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

SOLD TO:

GRADEX INC
12900 N MERIDIAN ST STE 120
CARMEL IN 46032

FOR BILLING QUESTIONS PLEASE CALL
317-573-4460

JOB NAME: 14071-Main St. Impro City of C

SHIP TO:

US 31 & Main St.
EAST THRU BARRICADES TO CREW
Carmel IN 46032

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.
9200026 SO	14071	016	2335480339	11	25102	North Indianapolis Quarry	233548	6/25/15	15472266

Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
06/23/15	0530	IN NO. 53								
		6491785	20.19	TN	8.40	169.60	3.70	74.70		244.30
		6491892	20.29	TN	8.40	170.44	3.70	75.07		245.51
		6491951	20.39	TN	8.40	171.28	3.70	75.44		246.72
		6491990 12090	20.57	TN	8.40	172.79	3.70	76.11		248.90
		6492035	20.35	TN	8.40	170.94	3.70	75.30		246.24
		SUBTOTAL	101.79			855.05		376.62		1,231.67
06/23/15	0635	IN. NO. 8								
		6491834 12090	20.44	TN	10.40	212.58	3.70	75.63		288.21
		SUBTOTAL	20.44			212.58		75.63		288.21
06/24/15	0530	IN NO. 53								
		6492099	20.28	TN	8.40	170.35	3.70	75.04		245.39
		6492149	20.15	TN	8.40	169.26	3.70	74.56		243.82
		6492230 12090	20.57	TN	8.40	172.79	3.70	76.11		248.90
		6492283	20.22	TN	8.40	169.85	3.70	74.81		244.66
		SUBTOTAL	81.22			682.25		300.52		982.77
06/24/15	0635	IN. NO. 8								
		6492050 14000	20.43	TN	10.40	212.47	3.70	75.59		288.06
		6492343 6506	19.60	TN	10.40	203.84	3.70	72.52		276.36
		SUBTOTAL	40.03			416.31		148.11		564.42
		14071 = 6506 = 276.36 (19.6 - #8)								
		= 12090 = 2288.21 (20.44 - #8)								
		= 12090 = 2214.44 (183.01 - #53)								
		TOTAL	243.48			2,166.19		900.88		3,067.07
		Main St 14000 = 288.06 (20.43 - #8)								
							INVOICE TOTAL			$3,067.07

DETACH and Include this Return Portion with Payment

Martin Marietta

CUSTOMER NUMBER: 233548 GRADEX INC
INVOICE NUMBER: 15472266

REMIT TO:

MARTIN MARIETTA MATERIALS
PO Box 93186
Chicago IL 60673-3186

PAYMENT DUE $3,067.07

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

9900

imi
Irving Materials, Inc.

P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048
Phone (317) 326-3101
Fax (317) 326-3105
www.irvmat.com

INVOICE

Page # 1

Customer No.	Invoice Date	Invoice No.
92312	06/24/2015	10201365
Total Due if Paid by	07/10/2015	$117.00
Total Due if Paid after	07/10/2015	$121.50

For billing questions, please call our office at ***(317) 326-3101***

GRADEX INC
12900 N MERIDIAN ST, STE 120
CARMEL IN 46032

Delivery Address
IR-35600-A US-31

Thank You for Your Business!

P.O. No.	Job No.	Project No.	Order No.
13201		132	1633

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
109	9001IN	CLASS A, STONE, ASH	1.50	cy	79.00	118.50
109	32	MINIMUM LOAD CHARGE	1.00	ea	0.00	0.00
109	31	ENVIRONMENTAL FEE	1.50	ea	2.00	3.00
* 10913365						

14071-14000
Main St ok

ENTERED

117.00

Discount	If Paid By	Total Quantity	Subtotal	Sales Tax	INVOICE TOTAL
$4.50	07/10/2015	1.50 cy	$121.50	$.00	$121.50

FM01 (08/13)

Retain this portion for your records.

Detach here and return with your payment

imi
Irving Materials, Inc.

P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048

Customer No.	Invoice Date	Invoice No.
92312	06/24/2015	10201365
Total Due if Paid by	07/10/2015	$117.00
Total Due if Paid after	07/10/2015	$121.50
Amount Enclosed		

Make check payable to Irving Materials, Inc.

0 1 0 2 0 1

GRADEX INC
12900 N MERIDIAN ST, STE 120
CARMEL IN 46032

Remit To

Irving Materials, Inc.
PO BOX 7048, GROUP #2
INDIANAPOLIS, IN 46207-7048

JUN 29 2015

Group #2
IN 46207-7048

Concrete Delivery Ticket

imi
Irving Materials, Inc.

Number	Truck	Load Size	Mix	Slump	Use	Date	Customer
09913365	395	1.50cy	9001IN	2.00	COLLARG	06/24/15	92312

Sold To	Tax Code	Driver	Project No.	Order No.
GRADEX INC.	4	ELROY BURKE	0 138	1633

Delivery Address	P.O. Number
IR-35600-A US-31 MAIN ST & US 31 T/E TO JOB ** PRINT OUT OF BATCH WEIGHTS WITH TICKET ** DAN'S	13201

Job No. JAMES 607-5

Time Printed 13:25

Load Quantity	Total	Ordered Quantity	Product Code	Product Description	Unit Price	Amount
1.50	1.50cy	1.50cy	9001IN	CLASS A, STONE, ASH		

SM
From Daily
14071
14000

imi
www.irvmat.com

ENVIRONMENTAL FEE C/YD

Water Added At Customer's Request				Total No. Gallons	Slump Meter Reading				

Subtotal
Tax
Total

On Job Time	Finish Pour Time

PROPERTY DAMAGE RELEASE / WARNING - Irritating To The Skin and Eyes

Dear Customer - The Seller is not responsible for slumps, strength or quality of concrete to which water or any other material has been added by the purchaser or at his request.

The undersigned hereby authorizes Irving Materials, Inc. to use private property for making the delivery shown here on and assumes full responsibility for any damage or injury due to the premises.

The undersigned agrees to reimburse said Company for loss of time and equipment by reason of such delivery and also to identify and save harmless said Company from any and all claims, demands and suits for or on account of or in any manner caused by or arising from private property delivery.

The undersigned assumes responsibility for a suitable roadway from public highway to point of delivery and is responsible for any needed wrecker service charges as a result.

SAFETY WARNING: Keep away from children. Contains Portland Cement. Irritating to the skin and eyes. Wear rubber boots, gloves and eye protection. Prolonged contact may cause burns. In case of contact with skin or eyes, flush thoroughly with water. If irritation persists, get medical attention. For additional information regarding the HAZARDS OF READY MIX CONCRETE, consult the Material Data Safety Sheet (MSDS) available upon request.

PRODUCT NOTICE: Seller will not be held responsible for the final appearance of exposed aggregate, integral coloring, stamped and decorative surfacing, and all other forms of architectural and design concrete.

DELIVERY NOTICE: Seller assumes no responsibility for deliveries beyond the public right of way. Buyer assumes responsibility for damages including but not limited to curb, sidewalk, driveway, or any property of the contractor or property owner or agents.

NOTICE: MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE SAFETY AND HEALTH WARNING NOTICE AND ACCEPTANCE OF THE LOAD.

Release, Load and Terms Accepted By:

X James

3100465

10913365

#0340

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

REVISED

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 1/15/2016
Job No: 02143299

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

DESCRIPTION:

This is for work done to remove contaminated soils found within the project limits.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Sub Total
EWA	Removal of Contaminated Soils	1	LS	$ 4,077.47	$ 4,077.47
				10% Markup of first $3000.00	$ 300.00
				7% Markup of Remainder	$ 75.42
				Total	$ 4,452.89

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: $ **4,452.89**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 01/15/16

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 25-REV

14071: Main Street Improvements
Haul Off of Contaminated Soils
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	6/21/2015	
Monday	6/22/2015	Removed 2 Loads
Tuesday	6/23/2015	Removed 1 Load
Wednesday	6/24/2015	
Thursday	6/25/2015	
Friday	6/26/2015	
Saturday	6/27/2015	

Labor Expenses

Craft	Sunday 21-Jun-15	Monday 22-Jun-15	Tuesday 23-Jun-15	Wednesday 24-Jun-15	Thursday 25-Jun-15	Friday 26-Jun-15	Saturday 27-Jun-15	Hours S.T.	Hours O.T.	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision													
Supervision								0	0	0	$ 38.00	$ -	$ -
								0	0	0	$ 38.00	$ -	$ -
Operator Foreman													
Operator Foreman								0	0	0	$ 33.95	$ -	$ -
								0	0	0	$ 33.95	$ -	$ -
Laborer Foreman													
Laborer Foreman								0	0	0	$ 24.12	$ -	$ -
								0	0	0	$ 24.12	$ -	$ -
Operator		1											
Operator								1	0	1	$ 32.45	$ 32.45	$ 32.45
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Operator								0	0	0	$ 32.45	$ -	$ -
Labor													
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
								0	0	0	$ 22.62	$ -	$ -
Mechanic													
Mechanic								0	0	0	$ 32.45	$ -	$ -
								0	0	0	$ 32.45	$ -	$ -
							Sub Totals for Labor					$ 32.45	$ 32.45

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 21.50	$ -	
Operator Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 16.31	$ -	
Laborer Foreman Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 13.46	$ -	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	1	Hours@	$ 16.31	$ 16.31	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 13.46	$ -	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 16.31	$ -	
Sub totals for Labor				$ 16.31	$ 16.31

Payroll Insurance and Tax Costs					
Workmen's Compensation Insurance	2.09%	OF	$ 32.45	$ 0.68	
General Liability Insurance	2.43%	OF	$ 32.45	$ 0.79	
Federal Unemployment Tax	2.40%	OF	$ 32.45	$ 0.78	
State Unemployment Tax	7.55%	OF	$ 32.45	$ 2.45	
Federal Social Security Tax	7.65%	OF	$ 32.45	$ 2.48	
Subtotal Payroll Insurance and Taxes				$ 7.18	$ 7.18
SUB TOTAL LABOR					$ 55.94
Overhead	20%	OF	$ 55.94		$ 11.19
SUB TOTAL LABOR					$ 67.12
Profit	0%	OF	$ 55.94		$ -
TOTAL LABOR					$ 67.12

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		21-Jun-15	22-Jun-15	23-Jun-15	24-Jun-15	25-Jun-15	26-Jun-15	27-Jun-15	Hours	Rate	Cost	
Komatsu PC300 - 727	1		1						1	$ 62.39	$ 79.85	$ 142.24
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
									0			$ -
							Sub Total Equipment					$ 142.24
							Overhead and Mark up	12%	OF	$ 142.24		$ 17.07
								TOTAL EQUIPMENT				$ 159.31

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		21-Jun-15	22-Jun-15	23-Jun-15	24-Jun-15	25-Jun-15	26-Jun-15	27-Jun-15	Hours	Rate	Cost	
Hourly Trucks - 6/22	2		2.0						4.0	$ 82.00		$ 328.00
Hourly Truck - 6/23	1			2.0					2.0	$ 82.00		$ 164.00
									-			$ -
									-			$ -
Fuel Costs for Rented EO									-			$ -
							Subtotal Rental Equipment					$ 492.00
							Overhead and Mark up	12%	OF	$ 492.00		$ 59.04
								TOTAL RENTAL EQUIPMENT				$ 551.04

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ -
Sales Tax	0%	of	$ -	$ -
Sub Totals for Materials				$ -
Overhead and Mark up	12%	of	$ -	$ -
	TOTAL FOR MATERIAL			$ -

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
Patriot	Environmental Fees				$ 3,000.00
	Utility Locates?				
	Sub Total on Subcontractors				$ 3,000.00
	Overhead and Mark up	10%	of	$ 3,000.00	$ 300.00
	Overhead and Mark up	7%	of	$ -	$ -
	TOTAL SUBCONTRACTOR EXPENSE				$ 3,300.00

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$	67.12
Owned Equipment Cost	$	158.31
Rented Equipment Cost	$	551.04
Material Cost	$	-
Subcontractor Cost	$	3,300.00
Sub Total	$	4,077.47
Total	$	4,077.47

South Side Landfill, Inc.

2561 Kentucky Ave.
Indianapolis, Indiana 46221
Phone: (317) 247-6808 - Fax: (317) 247-7034

OFFICE COPY
RECEIPT DOCUMENT NUMBER
23749590

Bill To:

TERR026401 TERRA LIMITED, INC.
11711 NORTH COLLEGE AVE.
SUITE 170
CARMEL IN 46032

Hauler:

JOHN962145 JERRY L. JOHNSON TRUCKING
11210 E. MCGREGOR
ACTON IN 46259

Date	Entry Time	Operator	Exit Time	Operator	Gross Weight	Tare Weight	Net Weight
06/22/2015	16:53		16:53		(71540 LB)	(27380 LB)	(44160 LB)
00682815	Scale 03				Scale 03 (35.77 T)	(13.69 T)	(22.08 T)

Vehicle No.	Type	P.O. No.	Verification No.	Transaction Type
JOH53	Dump Tru 15			Normal

Quantity	WC	Description/Origin	Units	Unit Price	Amount
22.0800	161	SPECIAL WASTE MARION	TON		
22.0800	O90	FUEL SURCHARGE SOLID WASTE TAXES - OVER 9000 GVW STATE FEE $0.50 PER TON SW DISPOSAL FEE $0.10 PER TON	TON		
				Document Total	

I certify under oath or affirmation and subject to the penalty of perjury under IC 35-44-2-1, that the largest part of the solid waste was generated in the above counties. I also certify that I am not depositing any hazardous waste or unlawful material to this facility as required by the Indiana Department of Environmental Management and the Environmental Protection Agency.

DRIVER NAME

PRINT: R Knight SIGNATURE: R K

South Side Landfill, Inc.

2561 Kentucky Ave.
Indianapolis, Indiana 46221
Phone: (317) 247-6808 - Fax: (317) 247-7034

CUSTOMER COPY
RECEIPT DOCUMENT NUMBER
23749590

Bill To:

TERR026401 TERRA LIMITED, INC.
11711 NORTH COLLEGE AVE.
SUITE 170
CARMEL IN 46032

Hauler:

JOHN962145 JERRY L. JOHNSON TRUCKING
11210 E. MCGREGOR
ACTON IN 46259

Date	Entry Time	Operator	Exit Time	Operator	Gross Weight	Tare Weight	Net Weight
06/22/2015	16:53		16:53		(71540 LB)	(27380 LB)	(44160 LB)
00682815	Scale 03				Scale 03 (35.77 T)	(13.69 T)	(22.08 T)

Vehicle No.	Type	P.O. No.	Verification No.	Transaction Type
JOH53	Dump Tru 15			Normal

Quantity	WC	Description/Origin	Units	Unit Price	Amount
22.0800	161	SPECIAL WASTE MARION	TON		
22.0800	O90	FUEL SURCHARGE SOLID WASTE TAXES - OVER 9000 GVW STATE FEE $0.50 PER TON SW DISPOSAL FEE $0.10 PER TON	TON		
				Document Total	

I certify under oath or affirmation and subject to the penalty of perjury under IC 35-44-2-1, that the largest part of the solid waste was generated in the above counties. I also certify that I am not depositing any hazardous waste or unlawful material to this facility as required by the Indiana Department of Environmental Management and the Environmental Protection Agency.

DRIVER NAME

SIGNATURE: R Knight R K

Terra Limited

Southside Solidification Services, LLC

Industrial Waste Disposal Shipping Form

Last Four Digits of Landfill Ticket No. *(Landfil Use Only)* : 9540

Generator Information			
Generator Name:	American StructurePoint, Inc		
Site Address	12998 Old Meridian Street Carmel, Indiana 46032	Mailing Address	7260 Shadeland Station Indianapolis, Indiana 46256
Contact Name:	Eric Everett	Title:	Staff Engineer
Phone:		Fax:	
Cell Phone:	317-362-8344	email:	eeverett@structurepoint.com

Contractor / Consultant Information			
Company Name:	Patriot Engineering and Environmental, Inc		
Mailing Address	6330 East 75th Street, Suite 216 Indianapolis, Indiana 46250		
Contact Name:	Roger Cohen	Title:	Project Manager
Phone:	317-576-8058	Fax:	317-570-7182
Cell Phone:	765-414-3779	email:	rcohen@patrioteng.com

Transporter Information			
Company Name:	Gradex		
Phone:	317-294-3945	Fax:	
Driver Signature	RGH		Date

Waste Stream Information			Est. Qty	Approval Information	
Name of Waste:	Petroleum Impacted Soil		200 tons	Approval No.	052015P1
Frequency:	☑ One Time	☐ Project		☐ As needed	☐

Generator Certification

I hereby certify that the above information is true and accurate to the best of my knowledge, and the Authorized Company Representative

Name (Printed) Eric Everett Title Staff Engineer

Signature [signature] Date 6/22/15

Disposal Site Information *(Landfill Use Only)*

Site Name Southside Landfill

FP No. 49-01-N243 Weight 22.08T Landfill Ticket No. _____

Signature Craig Hampton South Side Landfill, Inc. Date 6-22-15

Terra Limited

Southside Solidification Services, LLC

Industrial Waste Disposal Shipping Form

Last Four Digits of Landfill Ticket No. *(Landfil Use Only)* : 9591

Generator Information			
Generator Name:	American StructurePoint, Inc		
Site Address	12998 Old Meridian Street Carmel, Indiana 46032	Mailing Address	7260 Shadeland Station Indianapolis, Indiana 46256
Contact Name:	Eric Everett	Title:	Staff Engineer
Phone:		Fax:	
Cell Phone:	317-362-8344	email:	eeverett@structurepoint.com

Contractor / Consultant Information			
Company Name:	Patriot Engineering and Environmental, Inc		
Mailing Address	6330 East 75th Street, Suite 216 Indianapolis, Indiana 46250		
Contact Name:	Roger Cohen	Title:	Project Manager
Phone:	317-576-8058	Fax:	317-570-7182
Cell Phone:	765-414-3779	email:	rcohen@patrioteng.com

Transporter Information			
Company Name:	Gradex / Johnson Trucking		
Phone:	317-294-3945	Fax:	
Driver Signature	[illegible]	Date	6-22-15

Waste Stream Information		Est. Qty	Approval Information	
Name of Waste:	Petroleum Impacted Soil	200 tons	Approval No.	052015P1
Frequency:	☑ One Time ☐ Project		☐ As needed	☐

Generator Certification

I hereby certify that the above information is true and accurate to the best of my knowledge, and the Authorized Company Representative

Name (Printed) Eric Everett Title Staff Engineer

Signature [signature] Date 6/22/15

Disposal Site Information *(Landfill Use Only)*

Site Name Southside Landfill

FP No. 49-01-N243 Weight 21.25 T Landfill Ticket No. _____

Signature Craig Hampton ~~South Side Landfill, Inc~~ Date 6-22-15

South Side Landfill, Inc.

2561 Kentucky Ave.
Indianapolis, Indiana 46221
Phone: (317) 247-6808 - Fax: (317) 247-7034

OFFICE COPY
RECEIPT DOCUMENT NUMBER
23749591

Bill To:

TERR026401 TERRA LIMITED, INC.
11711 NORTH COLLEGE AVE.
SUITE 170
CARMEL IN 46032

Hauler:

JOHN962145 JERRY L. JOHNSON TRUCKING
11210 E. MCGREGOR
ACTON IN 46259

Date	Entry Time	Operator	Exit Time	Operator	Gross Weight	Tare Weight	Net Weight
06/22/2015	16:54		16:55		(70600 LB)	(27100 LB)	(43500 LB)
00682816	Scale 03				Scale 03 (35.30 T)	(13.55 T)	(21.75 T)

Vehicle No.	Type	P.O. No.	Verification No.	Transaction Type
JOH27	Dump Tru 15			Normal

Quantity	WC	Description/Origin	Units	Unit Price	Amount
21.7500	161	SPECIAL WASTE MARION	TON		
21.7500	O90	FUEL SURCHARGE SOLID WASTE TAXES - OVER 9000 GVW STATE FEE $0.50 PER TON SW DISPOSAL FEE $0.10 PER TON	TON		
				Document Total	

I certify under oath or affirmation and subject to the penalty of perjury under IC 35-44-2-1, that the largest part of the solid waste was generated in the above counties. I also certify that I am not depositing any hazardous waste or unlawful material to this facility as required by the Indiana Department of Environmental Management and the Environmental Protection Agency.

DRIVER NAME

PRINT:_____ SIGNATURE:_____

South Side Landfill, Inc.

2561 Kentucky Ave.
Indianapolis, Indiana 46221
Phone: (317) 247-6808 - Fax: (317) 247-7034

CUSTOMER COPY
RECEIPT DOCUMENT NUMBER
23749591

Bill To:

TERR026401 TERRA LIMITED, INC.
11711 NORTH COLLEGE AVE.
SUITE 170
CARMEL IN 46032

Hauler:

JOHN962145 JERRY L. JOHNSON TRUCKING
11210 E. MCGREGOR
ACTON IN 46259

Date	Entry Time	Operator	Exit Time	Operator	Gross Weight	Tare Weight	Net Weight
06/22/2015	16:54		16:55		(70600 LB)	(27100 LB)	(43500 LB)
00682816	Scale 03				Scale 03 (35.30 T)	(13.55 T)	(21.75 T)

Vehicle No.	Type	P.O. No.	Verification No.	Transaction Type
JOH27	Dump Tru 15			Normal

Quantity	WC	Description/Origin	Units	Unit Price	Amount
21.7500	161	SPECIAL WASTE MARION	TON		
21.7500	O90	FUEL SURCHARGE SOLID WASTE TAXES - OVER 9000 GVW STATE FEE $0.50 PER TON SW DISPOSAL FEE $0.10 PER TON	TON		
				Document Total	

I certify under oath or affirmation and subject to the penalty of perjury under IC 35-44-2-1, that the largest part of the solid waste was generated in the above counties. I also certify that I am not depositing any hazardous waste or unlawful material to this facility as required by the Indiana Department of Environmental Management and the Environmental Protection Agency.

DRIVER NAME

SIGNATURE:_____

Terra Limited

5fL831

Southside Solidification Services, LLC

Industrial Waste Disposal Shipping Form

9698

Last Four Digits of Landfill Ticket No. *(Landfil Use Only)* : _____

Generator Information			
Generator Name:	American StructurePoint, Inc		
Site Address	12998 Old Meridian Street Carmel, Indiana 46032	Mailing Address	7260 Shadeland Station Indianapolis, Indiana 46256
Contact Name:	Eric Everett	Title:	Staff Engineer
Phone:		Fax:	
Cell Phone:	317-362-8344	email:	eeverett@structurepoint.com

Contractor / Consultant Information			
Company Name:	Patriot Engineering and Environmental, Inc		
Mailing Address	6330 East 75th Street, Suite 216 Indianapolis, Indiana 46250		
Contact Name:	Roger Cohen	Title:	Project Manager
Phone:	317-576-8058	Fax:	317-570-7182
Cell Phone:	765-414-3779	email:	rcohen@patrioteng.com

Transporter Information			
Company Name:	Gradex		
Phone:	317-294-3945	Fax:	
Driver Signature			Date 6-23-15

Waste Stream Information		Est. Qty	Approval Information	
Name of Waste:	Petroleum Impacted Soil	200 tons	Approval No.	052015P1
Frequency:	☑ One Time ☐ Project		☐ As needed	☐

Generator Certification

I hereby certify that the above information is true and accurate to the best of my knowledge, and the Authorized Company Representative

Name (Printed) Eric Everett Title Staff Engineer

Signature Eric Everett Date [redacted] 6/23/15

Disposal Site Information *(Landfill Use Only)*

Site Name Southside Landfill

FP No. 49-01-N243 Weight 20.45 Landfill Ticket No. _____

Signature _____ Date 6-23-15

Ralph Skaggs
South Side Landfill, Inc.

South Side Landfill, Inc.

2561 Kentucky Ave.
Indianapolis, Indiana 46221
Phone: (317) 247-6808 - Fax: (317) 247-7034

OFFICE COPY
RECEIPT DOCUMENT NUMBER
23749698

Bill To:

TERR026401 TERRA LIMITED, INC.
11711 NORTH COLLEGE AVE.
SUITE 170
CARMEL IN 46032

Hauler:

STRE809932 STRETCH TRUCKING (NC)
3669 N. COLORADO
INDIANAPOLIS IN 46218

Date	Entry Time	Operator	Exit Time	Operator	Gross Weight	Tare Weight	Net Weight
06/23/2015	08:24		08:40		(73380 LB)	(32480 LB)	(40900 LB)
00682920	Scale 03		Scale 03		Scale 03 (36.69 T)	Scale 03 (16.24 T)	(20.45 T)

Vehicle No.	Type	P.O. No.	Verification No.	Transaction Type
STR831	Dump Tru 15			Normal

Quantity	WC	Description/Origin	Units	Unit Price	Amount
20.4500	161	SPECIAL WASTE HAMILTON	TON		
20.4500	O90	FUEL SURCHARGE SOLID WASTE TAXES - OVER 9000 GVW STATE FEE $0.50 PER TON SW DISPOSAL FEE $0.10 PER TON	TON		
				Document Total	

I certify under oath or affirmation and subject to the penalty of perjury under IC 35-44-2-1, that the largest part of the solid waste was generated in the above counties. I also certify that I am not depositing any hazardous waste or unlawful material to this facility as required by the Indiana Department of Environmental Management and the Environmental Protection Agency.

DRIVER NAME

PRINT: _____ SIGNATURE: _____

South Side Landfill, Inc.

2561 Kentucky Ave.
Indianapolis, Indiana 46221
Phone: (317) 247-6808 - Fax: (317) 247-7034

CUSTOMER COPY
RECEIPT DOCUMENT NUMBER
23749698

Bill To:

TERR026401 TERRA LIMITED, INC.
11711 NORTH COLLEGE AVE.
SUITE 170
CARMEL IN 46032

Hauler:

STRE809932 STRETCH TRUCKING (NC)
3669 N. COLORADO
INDIANAPOLIS IN 46218

Date	Entry Time	Operator	Exit Time	Operator	Gross Weight	Tare Weight	Net Weight
06/23/2015	08:24		08:40		(73380 LB)	(32480 LB)	(40900 LB)
00682920	Scale 03		Scale 03		Scale 03 (36.69 T)	Scale 03 (16.24 T)	(20.45 T)

Vehicle No.	Type	P.O. No.	Verification No.	Transaction Type
STR831	Dump Tru 15			Normal

Quantity	WC	Description/Origin	Units	Unit Price	Amount
20.4500	161	SPECIAL WASTE HAMILTON	TON		
20.4500	O90	FUEL SURCHARGE SOLID WASTE TAXES - OVER 9000 GVW STATE FEE $0.50 PER TON SW DISPOSAL FEE $0.10 PER TON	TON		
				Document Total	

I certify under oath or affirmation and subject to the penalty of perjury under IC 35-44-2-1, that the largest part of the solid waste was generated in the above counties. I also certify that I am not depositing any hazardous waste or unlawful material to this facility as required by the Indiana Department of Environmental Management and the Environmental Protection Agency.

DRIVER NAME

SIGNATURE: _____

GRADEX, INC.
12900 N. Meridian St.
Suite 120
Carmel, IN 46032

Work Order No. _____
Job No. 14071 Date 6-22-15
Gradex Supervisor Chris Detzell
Customer P.O. Number _____

Invoice To City of Carmel

Approved By _____
As an authorized representative of my company, I hereby approve(d) Gradex, Inc. to proceed with work additional to its contract.

Description of work Haul 2 loads of contaminated soils to Southside Landfill

ITEMIZED BREAKDOWN OF COSTS

This work order is a binding contract and all itemized costs, including taxes, overhead and profit shall be paid in full within 30 days of invoice. All equipment and labor rates are per Gradex, Inc. current equipment and labor rate sheet and are non-negotiable. In the event there is a contract or subcontract provision between the parties to this work order that requires a written change order, this document shall constitute such a change order. The customer will be responsible for interest and attorney fees for late payments. Interest on late payments will be billed at 1-1/2% per month.

Date	EQUIPMENT and/or MATERIAL	Quantity or Hours	Units	Unit Cost	Extension
6-22	PC 300 Excavator - 727	1	Hr		
	Hrly Trucks - 2 EA @ 2 Hrs	4	Hr		
	Patriot	1	LS		

Sub Total _____
Sales Tax _____

Date	LABOR - Classification	Hours	Units	Cost	Extension
6-22	Operator	1	Hr		

Sub Total _____
Sales Tax _____
Overhead _____
Sub Total _____
Profit _____
TOTAL _____

GRADEX APPROVED _____

GRADEX, INC.

12900 N. Meridian St.
Suite 120
Carmel, IN 46032

Work Order No. _____

Job No. 14071 Date 6-23-15

Gradex Supervisor Chris Wetzell

Customer P.O. Number _____

Invoice To City of Carmel

Approved By _____

As an authorized representative of my company, I hereby approve(d) Gradex, Inc. to proceed with work additional to its contract.

Description of work Haul 1 Load of contaminated soils to Southside Land Fill

ITEMIZED BREAKDOWN OF COSTS

This work order is a binding contract and all itemized costs, including taxes, overhead and profit shall be paid in full within 30 days of Invoice. All equipment and labor rates are per Gradex, Inc. current equipment and labor rate sheet and are non-negotiable. In the event there is a contract or subcontract provision between the parties to this work order that requires a written change order, this document shall constitute such a change order. The customer will be responsible for interest and attorney fees for late payments. Interest on late payments will be billed at 1-1/2% per month.

Date	EQUIPMENT and/or MATERIAL	Quantity or Hours	Units	Unit Cost	Extension
6-22	Hvy Truck	2	Hr		
↓					
↓	Patriot	1	LS		

Sub Total _____

Sales Tax _____

Date	LABOR - Classification	Hours	Units	Cost	Extension

Sub Total _____

Sales Tax _____

Overhead _____

Sub Total _____

Profit _____

TOTAL _____

GRADEX APPROVED _____

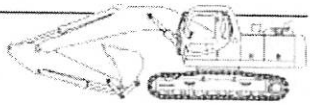
www.equipmentwatch.com

Rental Rate Blue Book®

December 23, 2014

Komatsu PC300LC-7 (disc. 2007)

Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 33.1 - 40.0 MTons
Weight:
75,376 lbs.

Configuration for PC300LC-7

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.56 cy**
Operating Weight	**34.2 t**	Net Horsepower	**246.0 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**	**Hourly**	**Hourly**
Published Rates	$11,260.00	$3,155.00	$790.00	$120.00	$79.85	$143.83
Adjustments						
Region (Indiana: 99%)	($112.60)	($31.55)	($7.90)	($1.20)		
Model Year (2006: 98.5%)	($167.21)	($46.85)	($11.73)	($1.78)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$10,980.19**	**$3,076.60**	**$770.37**	**$117.02**	**$79.85**	**$142.24**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$4,278.80 / mo
Overhaul (ownership)	47%	$5,292.20 / mo
CFC (ownership)	6%	$675.60 / mo
Indirect (ownership)	9%	$1,013.40 / mo
Fuel (operating) @ $3.98	51%	$41.12 / hr

Revised Date: 2nd Half 2014

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10 394

JERRY L. JOHNSON TRUCKING

EXCAVATING • SAND & GRAVEL
11210 E. McGregor Rd.
INDIANAPOLIS, INDIANA 46259
(317) 862-6523

CUSTOMER'S ORDER NO.	PHONE	DATE
		6/29/15

NAME
ADDRESS Grader, Inc
Week 6/22 – 6/26
P.O. 13201

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT	
	6/22			
26550 ✓	7½ Triaxle Hours	82.00		
26559 ✓	7½			
	15 Triaxle Hours	82.00	1230	00
	6/23			
26560 ✓	9 Triaxle Hours	82.00		
25390 ✓	9			
25163 ✓	8			
25974 ✓	8¼			
26287 ✓	6			
	40¼ Triaxle Hours	82.00	3300	50
	6/24			
25391 ✓	6½ Triaxle Hours	82.00		
25987 ✓	6			
25167 ✓	2			
25166 ✓	1¼			
	15¾ Triaxle Hours	82.00	1291	50
	Thank You	TOTAL	5822	00

ENTERED

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

32695

Thank You

Patriot Engineering and
Environmental, Inc.
6330 E. 75th Street, Suite 216
Indianapolis, IN 46250-2700

Voice: 317-576-6058
Fax: 317-576-1965

Invoice Number 083406
Invoice Date July 16, 2015
PO Number
Contract
Project 01-15-0903

Page 1 of 1

Chris Wetzel
Gradex, Inc.
12900 N. Meridian Street
Suite 120
Carmel, IN 46032

Payment Terms:
Due Upon Receipt

Client ID: GRADEX
Client Phone: 317-573-3970
Client Fax: 317-573-3979

For Services From 6/1/2015
Through 6/30/2015

Project: Environmental
Petroleum Contaminated Soil Removal (01-15-0903
Carmel, IN

		Quantity	Unit Price	Extension
Environmental Services		1.00	3,000.00	3,000.00
Subtotal Project	Petroleum Contaminated Soil Removal			3,000.00
	Total Invoice Amount			3,000.00

Interest charges of 1 1/2% per month will be applied to invoices 30 days past due.

FOR INVOICING QUESTIONS, PLEASE CONTACT BARBARA BROKAMP

Thank You. We Appreciate Your Business.

#0341

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 10/5/2015
Job No: 02143299

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

DESCRIPTION:

Per your approval, the attached pricing is for traffic control that was used on the Main St surface placement. Because the road was opened prior to the surface being placed, the traffic control was not included. If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Flaggers used for MOT on Surface	1	LS	$ 2,212.74	$ 2,212.74

		Rate (Labor + Burden)	Total
Flagger 1	27	38.82	$ 1,048.14
Flagger 2	30	38.82	$ 1,164.60
			2,212.74

REVISED UNIT PRICE $ 2,212.74

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: $ 2,212.74

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 10/05/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 22

Date: 09/10/2015

Time Card Detail Report

02143325

Foreman: 1465 : McClintock, Cody J.

CARMEL MAIN STREET

	Biditem:					155-40207434P8					Approved
	Activity:										Reviewed
	Rework:										Accepted
	Locations:										
	Production Qty:					919.55					
	Alt Code:					40207434P8					
Employee Name -or- Equipment Description	Hours ST	OT	DT	Total	Pay Class						**Employee Signature**
McClintock, Cody J.	8	7	0	8/7	F	8/7					
Adams, Ryan M.	8	5	0	8/5	201	8/5					
McClintock, Robert W.	8	3.5	0	8/3.5	201	8/3.5					
Richter, William D.	8	3.5	0	8/3.5	201	8/3.5					
Smith, Steven J.	8	3.5	0	8/3.5	201	8/3.5					
Barnell, Brian W	8	5	0	8/5	705	8/5					
McClintock, Christopher B	12	0	0	12	700	12					
Edwards, Ryan N	12	0	0	12	700	12					
Wright, Jonathan L.	10.5	0	0	10.5	700	10.5					
2006 ROADTEC PAVER	9	0	0	9		9					
2000 ROADTEC SHUTTLEBUGGY	9	0	0	9		9					
2011 CAT ROLLER	9	0	0	9		9					
2005 DYNAPAC ROLLER	8	0	0	8		8					
2004 CAT ROLLER	2.5	0	0	2.5		2.5					
2001 INT WATER TRUCK	5	0	0	5		5					
2000 INT DISTRIBUTOR	5	0	0	5		5					
1979 CASE BOX TRACTOR	2	0	0	2		2					
2015 FORD PICKUP	15	0	0	15		15					
Brinkmann, Curtis W.	8	3	0	8/3	201	8/3					

Biditem	Location	Activity	Cost Code Notes
155-40207434P8			

Date: 09/11/2015

Time Card Detail Report

02143325

Foreman: 1465 : McClintock, Cody J.

CARMEL MAIN STREET

	Biditem:					155-40207434P8	406-0945				Approved
	Activity:										Reviewed
	Rework:										Accepted
	Locations:										
	Production Qty:					456.45	4				
	Alt Code:					40207434P8	0945				
Employee Name -or- Equipment Description	Hours ST	OT	DT	Total	Pay Class						**Employee Signature**
McClintock, Cody J.	7	8.5	0	7/8.5	F	7/8.5					
Adams, Ryan M.	6	7	0	6/7	201	6/7					
McClintock, Robert W.	6	6.5	0	6/6.5	201	6/6.5					
Richter, William D.	6	6.5	0	6/6.5	201	6/6.5					
Smith, Steven J.	6	6.5	0	6/6.5	201	6/6.5					
Barnell, Brian W	6	7	0	6/7	705	6/7					
McClintock, Christopher B	12.5	0	0	12.5	700	12.5					
Edwards, Ryan N	12.5	0	0	12.5	700	12.5					
Wright, Jonathan L.	11.5	0	0	11.5	700	11.5					
2006 ROADTEC PAVER	10.5	0	0	10.5		10.5					
2000 ROADTEC SHUTTLEBUGGY	10.5	0	0	10.5		10.5					
2011 CAT ROLLER	10.5	0	0	10.5		10.5					
2005 DYNAPAC ROLLER	4	0	0	4		4					
2004 CAT ROLLER	10.5	0	0	10.5		10.5					
2001 INT WATER TRUCK	7	0	0	7		7					
2000 INT DISTRIBUTOR	7	0	0	7		7					
1979 CASE BOX TRACTOR	4	0	0	4		4					
2015 FORD PICKUP	15.5	0	0	15.5		15.5					
Dickerson, Kathy R.	11	0	0	11	700	11					

Biditem	Location	Activity	Cost Code Notes
155-40207434P8			
406-0945			

Date: 09/14/2015

Foreman: 1465 : McClintock, Cody J.

Time Card Detail Report

02143325

CARMEL MAIN STREET

	Biditem:					155-40207434P8	406-0945				Approved
	Activity:										Reviewed
	Rework:										Accepted
	Locations:										
	Production Qty:					355.07	5				
	Alt Code:					40207434P8	0945				
Employee Name -or- Equipment Description	Hours ST	OT	DT	Total	Pay Class						**Employee Signature**
McClintock, Cody J.	8	3.5	0	8/3.5	F	8/3.5					
Adams, Ryan M.	8	2.5	0	8/2.5	705	8/2.5					
McClintock, Robert W.	8	1	0	8/1	201	8/1					
Richter, William D.	8	0.5	0	8/0.5	201	8/.5					
Smith, Steven J.	8	0.5	0	8/0.5	201	8/.5					
Barnell, Brian W	8	2.5	0	8/2.5	705	8/2.5					
McClintock, Christopher B	9	0	0	9	700	9					
Edwards, Ryan N	9	0	0	9	700	9					
Wright, Jonathan L.	8	0	0	8	700	8					
2006 ROADTEC PAVER	7	0	0	7		7					
2000 ROADTEC SHUTTLEBUGGY	7	0	0	7		7					
2011 CAT ROLLER	7	0	0	7		7					
2005 DYNAPAC ROLLER	7	0	0	7		7					
2004 CAT ROLLER	0	0	0	0							
2001 INT WATER TRUCK	5	0	0	5		5					
2000 INT DISTRIBUTOR	5	0	0	5		5					
1979 CASE BOX TRACTOR	1	0	0	1		1					
2015 FORD PICKUP	11.5	0	0	11.5		11.5					
Dickerson, Kathy R.	8	0	0	8	700	8					
~~Brinkmann, Curtis W.~~	~~8~~	~~0~~	~~0~~	~~8~~	~~201~~	~~8~~					

Biditem	Location	Activity	Cost Code Notes
155-40207434P8			
406-0945			

Date: 09/15/2015

Foreman: 1465 : McClintock, Cody J.

Time Card Detail Report

02143325

CARMEL MAIN STREET

	Biditem:					155-40207434P8	406-0945				Approved
	Activity:										Reviewed
	Rework:										Accepted
	Locations:										
	Production Qty:					155.76	2				
	Alt Code:					40207434P8	0945				
Employee Name -or- Equipment Description	Hours ST	OT	DT	Total	Pay Class						**Employee Signature**
McClintock, Cody J.	8	1.5	0	8/1.5	F	8/1.5					
Adams, Ryan M.	8	1	0	8/1	705	8/1					
McClintock, Robert W.	8	0	0	8	201	8					
Richter, William D.	8	0	0	8	201	8					
Smith, Steven J.	8	0	0	8	201	8					
Barnell, Brian W	8	0	0	8	705	8					
McClintock, Christopher B	8	0	0	8	700	8					
Edwards, Ryan N	8	0	0	8	700	8					
2006 ROADTEC PAVER	0	0	0	0							
2000 ROADTEC SHUTTLEBUGGY	0	0	0	0							
2011 CAT ROLLER	0	0	0	0							
2005 DYNAPAC ROLLER	6	0	0	6		6					
2004 CAT ROLLER	6	0	0	6		6					
2001 INT WATER TRUCK	2	0	0	2		2					
2000 INT DISTRIBUTOR	2	0	0	2		2					
1979 CASE BOX TRACTOR	2	0	0	2		2					
2015 FORD PICKUP	9.5	0	0	9.5		9.5					
Dickerson, Kathy R.	8	0	0	8	700	8					
~~Brinkmann, Curtis W.~~	~~8~~	~~0~~	~~0~~	~~8~~	~~201~~	~~8~~					
2001 BROCE BROOM	1	0	0	1		1					

Biditem	Location	Activity	Cost Code Notes
155-40207434P8			
406-0945			

002 E & B PAVING, INC. - NOBLESVIL
05 OCT 2015

Job Cost
Task Detail Cost Report
Reporting Period 09/14/15 Thru 09/14/15

14:12:53

Project: 02143325 MAIN STREET - CARMEL
Task : 40207434P8 P2 - TYPE C SURFACE

02 LABOR DOLLARS	Class	Emp No.	Employee Name	Reg. Hours	Ovt. Hours	Other Hours	Dollars
Notes:	103 OPERATOR GROUP 1	0017	Ryan Adams	8.00	2.50		[redacted]
	LABORER COMBO GROUP 3	0119	Brian Barnell	8.00	2.50		[redacted]
	103 OPERATOR GROUP 1	0221	Curtis Brinkmann	8.00			[redacted]
	LABORER CATEGORY 1	0539	Ryan Edwards	9.00			[redacted]
	LABORER CATEGORY 1	1259	Kathy Dickerson	8.00		22.62	180.96
	FOREMAN	1465	Cody McClintock	8.00	3.50		[redacted]
	103 OPERATOR GROUP 1	1472	Robert McClintock	8.00	1.00		[redacted]
	LABORER CATEGORY 1	1511	Christopher McClintock	9.00			[redacted]
	103 OPERATOR GROUP 1	2044	William Richter	8.00	0.50		[redacted]
	103 OPERATOR GROUP 1	2294	Steven Smith	8.00	0.50		[redacted]
	LABORER CATEGORY 1	2497	Jonathan Wright	8.00			180.96
				90.00	10.50	0.00	3,076.84

03 BURDEN	Class	Emp No.	Employee Name	Reg. Hours	Ovt. Hours	Other Hours	Dollars
Notes:	103 OPERATOR GROUP 1	0017	Ryan Adams			10.50	[redacted]
	LABORER COMBO GROUP 3	0119	Brian Barnell			10.50	[redacted]
	103 OPERATOR GROUP 1	0221	Curtis Brinkmann			8.00	[redacted]
	LABORER CATEGORY 1	0539	Ryan Edwards			9.00	[redacted]
	LABORER CATEGORY 1	1259	Kathy Dickerson		16.20	8.00	029.59
	FOREMAN	1465	Cody McClintock			11.50	[redacted]
	103 OPERATOR GROUP 1	1472	Robert McClintock			9.00	[redacted]
	LABORER CATEGORY 1	1511	Christopher McClintock			9.00	[redacted]
	103 OPERATOR GROUP 1	2044	William Richter			8.50	[redacted]
	103 OPERATOR GROUP 1	2294	Steven Smith			8.50	[redacted]
	LABORER CATEGORY 1	2497	Jonathan Wright			8.00	143.25
				0.00	0.00	100.50	2,261.02

04 EQUIPMENT	Eq No.	Description	Hours	Rate	Dollars
Notes:	112854	2015 FORD PICKUP	11.50	17.90	205.85
	152039	2000 INT DISTRIBUTOR	5.00	62.38	311.90
	172036	2001 INT WATER TRUCK	5.00	35.79	178.95
	241944	2005 DYNAPAC ROLLER	7.00	75.84	530.88
	242266	2011 CAT ROLLER	7.00	62.21	435.47
	311855	2000 ROADTEC SHUTTLEBUGGY	7.00	130.21	911.47
	311997	2006 ROADTEC PAVER	7.00	167.02	1,169.14
	560475	1979 CASE BOX TRACTOR	1.00	43.12	43.12
	611700	2001 BROCE BROOM	1.00	45.68	45.68
	721212	1997 EAGER BEAVER	5.00	0.00	0.00
					3,832.46

05 MATERIAL	Plant	Description	Quantity	UOM	Cost	Dollars

#0342

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

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 9/25/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for installation of permanent seed and mulch.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Permanent Seeding with Mulch	13000	sys	$ 0.54	$ 7,020.00
				Subtotal	$ 7,020.00
				10% of first $3,000.00	$ 300.00
				7% of remainder	$ 281.40
				TOTAL	$ 7,601.40
				REVISED UNIT PRICE	**$ 0.58**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 7,601.40**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature Steve Brauman AR **Date:** 09/25/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 20

Roudebush Grading, Inc
17155 Harger Court. Noblesville, IN 46060 Phone: 317-770-9970 • Fax: 317-770-6636

Proposal Submitted To: E&B Paving	Job Name Main Street Improvements - Project 14-06 C.O. 1
Phone	Location Carmel
Fax	Date 9/23/15
Attention Steve Broermann	Revisions
	Estimated By: Gregg Lecher 317-710-8777

Line Item	Description	Quantity	Unit	Unit Price	Total
1001	Permanent Seed with Mulch (Straight 85/80 Bluegrasss 210 lb/ac)	13000	SYS	$ 0.54	$ 7,020.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL	$7,020.00

Special Conditions

1	Seed and sod prices exclude finish grading, sod notching, debris removal, and soil preparation.
2	Topsoil and topsoil placement has been excluded from this proposal.
3	Proposal based on work being performed within a standard Monday through Friday work week.
4	Lawn maintenance including watering, mowing, spraying, and post fertilization has been excluded from this proposal.
5	Soil testing, organic, and inorganic soil amendments have been excluded from this proposal.
6	Silt fence includes 1 mobilization. Additional mobilizations will cost $500 each.
7	Traffic Control has been excluded from this proposal.
8	Quantity in this change order is estimated. Invoicing shall be based on actual installed quantities at the unit price shown.

Acceptance Of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

Authorized Agent Signature and Printed Name

Date

#0343

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

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Lancet

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 6/11/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for sidewalk, and any additional walk needed, at the Duke Building that connects the existing path to the new path. If you need any additoinal information, please let me know.

Item #	DESCRIPTION	QUANTITY	UNIT	UNIT	TOTAL
EWA	Duke Bldg Sidewalk	36.00	SYS	$ 42.00	$ 1,512.00

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: $ 1,512.00

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 06/11/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 10 - REVISED

CITY OF CARMEL

TO: Tiffany Boone
Project Manager
City of Carmel Indiana
One Civic Square
Carmel, IN 46032

CONTRACT CHANGE ORDER NO.: 7
DATE: January 18, 2016
PROJECT NAME: Main Street Improvements
CITY REQ. NO.:
CITY PO NO.: 14-06
CITY PO DATE:

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

Change Order #7 will be adding pay items for sanitary and water work that was performed outside of the original scope of work. The work includes adjusting an existing sanitary lateral, adding an additional sanitary lateral, removal of an abandoned sanitary lateral and raising an existing fire hydrant to the proper grade.

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) 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: _____

APPROVED DCH

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

Contract Price prior to this Change Order		$	4,486,039.48
Contract Price will be increased/decreased by this Change Order		$	13,778.56
New Contract Price including this Change Order		$	4,499,818.04
Contract Time prior to this Change Order 258 Days	6/1/2015	Completion Date	
Net increased/decreased resulting from this Change Order	0	Days	
Current Contract Time including this Change Order 258 Days	6/1/2015	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
American Structurepoint, Inc.	E&B Paving Company, Inc.	
ENGINEER	CONTRACTOR	James Brainard, Mayor
7260 Shadeland Station	17042 Middletown Avenue	
Address	Address	Jeremy Kashman, City Engineer
Indianapolis, IN 46256	Noblesville, IN 46060	
City/State/Zip	City/State/Zip	Mary Ann Burke, Member
By:	By:	Lori Watson, Member
		ATTEST:
Phone: 317-281-9563	Phone: 317-773-4132	
		Christine S. Pauley, Clerk-Treasurer
Date: 1-20-16	Date: 1-20-16	Date:

Change Order #7							
Item No.	Description	Unit Cost	Quantity	Unit	Total Cost	Deducts	Addition
0344	Sanitary Lateral Work at Genesis Church	$6,037.61	1	LS	$6,037.61		√
0345	Additional Sanitary Lateral for Olivia Project	$2,561.31	1	LS	$2,561.31		√
0346	Sanitary Lateral Removal	$4,235.55	1	LS	$4,235.55		√
0347	Fire Hydrant, Adjust	$944.09	1	LS	$944.09		√

Total Deductions: $0.00
Total Additions: $13,778.56
Net Total: $13,778.56

#0344

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 6/24/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for the additional sanitary sewer lateral to the Genesis Church.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Additional sanitary lateral to Genesis Church	1	LS	$ 5,558.51	$ 5,558.51
				Subtotal	$ 5,558.51
				10% of first $3,000.00	$ 300.00
				7% of remainder	$ 179.10
				TOTAL	$ 6,037.61
				REVISED UNIT PRICE	**$ 6,037.61**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 6,037.61**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 06/24/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 14

14071: Main Street Improvements
8" Sanitary Lateral near Genesis Church
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	3/15/2015	
Monday	3/16/2015	
Tuesday	3/17/2015	
Wednesday	3/18/2015	
Thursday	3/19/2015	Crew downtime following discovery of lateral in conflict with STRs 146 & 149B
Friday	3/20/2015	
Saturday	3/21/2015	Remove & replace 8" lateral.

Labor Expenses

Craft	Sunday 15-Mar-15	Monday 16-Mar-15	Tuesday 17-Mar-15	Wednesday 18-Mar-15	Thursday 19-Mar-15	Friday 20-Mar-15	Saturday 21-Mar-15	Hours S.T.	Hours O.T.	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision								0	0	0	$ 37.00	$ -	$ -
Supervision								0	0	0	$ 37.00	$ -	$ -
Foreman					3.5		2	3.5	2	5.5	$ 33.05	$ 181.78	$ 214.83
Foreman								0	0	0	$ 33.05	$ -	$ -
Foreman								0	0	0	$ 33.05	$ -	$ -
Operator					3.5		2	3.5	2	5.5	$ 31.55	$ 173.53	$ 205.08
Operator					3.5		2	3.5	2	5.5	$ 31.55	$ 173.53	$ 205.08
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Labor					3.5		2	3.5	2	5.5	$ 22.62	$ 124.41	$ 147.03
Labor					3.5		2	3.5	2	5.5	$ 22.62	$ 124.41	$ 147.03
Labor							2	0	2	2	$ 22.62	$ 45.24	$ 67.86
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
							Sub Totals for Labor					$ 822.89	$ 986.90

Benefits						
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 21.50	$ -	
Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	5.5	Hours@		$ 15.81	$ 86.96	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	11	Hours@		$ 15.81	$ 173.91	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	13	Hours@		$ 12.96	$ 168.48	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 15.81	$ -	
Sub totals for Labor					$ 429.35	$ 429.35

Payroll Insurance and Tax Costs						
Workmen's Compensation Insurance	3.52%	OF		$ 822.89	$ 28.93	
General Liability Insurance	1.73%	OF		$ 822.89	$ 14.27	
Federal Unemployment Tax	2.10%	OF		$ 822.89	$ 17.28	
State Unemployment Tax	7.62%	OF		$ 822.89	$ 62.72	
Federal Social Security Tax	7.65%	OF		$ 822.89	$ 62.95	
Subtotal Payroll Insurance and Taxes					$ 186.15	$ 186.15
SUB TOTAL LABOR						$ 1,602.39
Overhead	20%	OF		$ 1,602.39		$ 320.48
SUB TOTAL LABOR						$ 1,922.87
Profit	0%	OF		$ 1,602.39		$ -
TOTAL LABOR						$ 1,922.87

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		15-Mar-15	16-Mar-15	17-Mar-15	18-Mar-15	19-Mar-15	20-Mar-15	21-Mar-15	Hours	Rate	Cost	
Foreman's Truck - 1005	1					3.5		2	5.5	$ 3.83	$ 15.85	$ 108.24
Komatsu PC300 - 735	1					3.5		2	5.5	$ 66.13	$ 80.20	$ 804.82
Cat 930 Loader - 665	1					3.5		2	5.5	$ 24.96	$ 33.25	$ 320.16
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
								Sub Total Equipment				$ 1,233.21
								Overhead and Mark up	12%	OF	$ 1,233.21	$ 147.99
								TOTAL EQUIPMENT				$ 1,381.20

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		15-Mar-15	16-Mar-15	17-Mar-15	18-Mar-15	19-Mar-15	20-Mar-15	21-Mar-15	Hours	Rate	Cost	
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
									-			$ -
								Subtotal Rental Equipment				$ -
								Overhead and Mark up	12%	OF	$ -	$ -
								TOTAL RENTAL EQUIPMENT				$ -

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ -
Sales Tax	0%	of	$ -	$ -
Sub Totals for Materials				$ -
Overhead and Mark up	12%	of	$ -	$ -
	TOTAL FOR MATERIAL			$ -

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
	TOTAL SUBCONTRACTOR EXPENSE				$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$	1,922.67
Owned Equipment Cost	$	1,381.20
Rented Equipment Cost	$	-
Material Cost	$	-
Subcontractor Cost	$	-
Sub Total	$	3,304.06
Total	$	3,304.06

14071: Main Street Improvements
8" Sanitary Lateral near Genesis Church
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	4/12/2015	
Monday	4/13/2015	
Tuesday	4/14/2015	
Wednesday	4/15/2015	
Thursday	4/16/2015	Disassemble 8" sanitary lateral to reconstruct STR 145 & add cleanout
Friday	4/17/2015	
Saturday	4/18/2015	

Labor Expenses

Craft	Sunday 12-Apr-15	Monday 13-Apr-15	Tuesday 14-Apr-15	Wednesday 15-Apr-15	Thursday 16-Apr-15	Friday 17-Apr-15	Saturday 18-Apr-15	Hours S.T.	Hours O.T.	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision								0	0	0	$ 37.00	$ -	$ -
Supervision								0	0	0	$ 37.00	$ -	$ -
Foreman					4			4	0	4	$ 33.05	$ 132.20	$ 132.20
Foreman								0	0	0	$ 33.05	$ -	$ -
Foreman								0	0	0	$ 33.05	$ -	$ -
Operator					4			4	0	4	$ 31.55	$ 126.20	$ 126.20
Operator					4			4	0	4	$ 31.55	$ 126.20	$ 126.20
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Labor					4			4	0	4	$ 22.62	$ 90.48	$ 90.48
Labor					4			4	0	4	$ 22.62	$ 90.48	$ 90.48
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
							Sub Totals for Labor					$ 565.56	$ 565.56

Benefits						
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 21.50	$ -	
Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	4	Hours@		$ 15.81	$ 63.24	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	8	Hours@		$ 15.81	$ 126.48	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	8	Hours@		$ 12.96	$ 103.68	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 15.81	$ -	
Sub totals for Labor					$ 293.40	$ 293.40

Payroll Insurance and Tax Costs						
Workmen's Compensation Insurance	3.52%	OF		$ 565.56	$ 19.89	
General Liability Insurance	1.73%	OF		$ 565.56	$ 9.81	
Federal Unemployment Tax	2.10%	OF		$ 565.56	$ 11.88	
State Unemployment Tax	7.62%	OF		$ 565.56	$ 43.11	
Federal Social Security Tax	7.65%	OF		$ 565.56	$ 43.27	
Subtotal Payroll Insurance and Taxes					$ 127.94	$ 127.94
SUB TOTAL LABOR						$ 986.90
Overhead	20%	OF		$ 986.90		$ 197.38
SUB TOTAL LABOR						$ 1,184.28
Profit	0%	OF		$ 986.90		$ -
	TOTAL LABOR					$ 1,184.28

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		12-Apr-15	13-Apr-15	14-Apr-15	15-Apr-15	16-Apr-15	17-Apr-15	18-Apr-15	Hours	Rate	Cost	
Foreman's Truck - 1005	1					4			4	$ 3.63	$ 15.85	$ 78.72
Komatsu PC300 - 735	1					4			4	$ 66.13	$ 80.20	$ 585.32
Cat 930 Loader - 665	1					4			4	$ 24.96	$ 33.25	$ 232.84
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
									0			$ -
							Sub Total Equipment					$ 896.88
							Overhead and Mark up	12%	OF	$ 896.88		$ 107.63
								TOTAL EQUIPMENT				$ 1,004.51

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		12-Apr-15	13-Apr-15	14-Apr-15	15-Apr-15	16-Apr-15	17-Apr-15	18-Apr-15	Hours	Rate	Cost	
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
									-			$ -
							Subtotal Rental Equipment					$ -
							Overhead and Mark up	12%	OF	$ -		$ -
								TOTAL RENTAL EQUIPMENT				$ -

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
8x6 PVC TEE WYE	1	EA	$ 58.63	$ 58.63
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ 58.63
Sales Tax	0%	of	$ 58.63	$ -
Sub Totals for Materials				$ 58.63
Overhead and Mark up	12%	of	$ 58.63	$ 7.04
	TOTAL FOR MATERIAL			$ 65.67

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
		TOTAL SUBCONTRACTOR EXPENSE			$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$ 1,184.28
Owned Equipment Cost	$ 1,004.51
Rented Equipment Cost	$ -
Material Cost	$ 65.67
Subcontractor Cost	$ -
Sub Total	$ 2,254.45
Total	$ 2,254.45

EQUIPMENT WATCH

www.equipmentwatch.com

Rental Rate Blue Book®

March 30, 2015

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	Ton Rating	**1/2**
Horsepower	**191.0**		

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	$685.00	$190.00	$48.00	$7.00	$15.85	$19.74
Adjustments						
Region (Indiana: 99%)	($6.85)	($1.90)	($0.48)	($0.07)		
Model Year (2013: 99.4%)	($4.07)	($1.13)	($0.29)	($0.04)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$674.08**	**$186.97**	**$47.23**	**$6.89**	**$15.85**	**$19.68**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	$397.30 / mo
Overhaul (ownership)	28%	$191.80 / mo
CFC (ownership)	4%	$27.40 / mo
Indirect (ownership)	10%	$68.50 / mo
Fuel (operating) @ $3.51	80%	$12.74 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

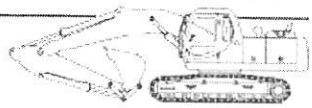
www.equipmentwatch.com

Rental Rate Blue Book®

December 24, 2014

Komatsu PC300LC-8 (disc. 2010)

Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 33.1 - 40.0 MTons
Weight:
77,980 lbs.

Configuration for PC300LC-8

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.56 cy**
Operating Weight	**335.4 t**	Net Horsepower	**246.0 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**	**Hourly**	**Hourly**
Published Rates	$11,875.00	$3,325.00	$830.00	$125.00	$80.20	$147.67
Adjustments						
Region (Indiana: 99%)	($118.75)	($33.25)	($8.30)	($1.25)		
Model Year (2008: 99%)	($117.56)	($32.92)	($8.22)	($1.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$11,638.69**	**$3,258.83**	**$813.48**	**$122.51**	**$80.20**	**$146.33**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$4,512.50 / mo
Overhaul (ownership)	47%	$5,581.25 / mo
CFC (ownership)	6%	$712.50 / mo
Indirect (ownership)	9%	$1,068.75 / mo
Fuel (operating) @ $3.98	51%	$41.12 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

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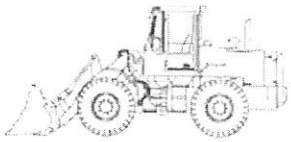
Rental Rate Blue Book®

March 30, 2015

Caterpillar 930H (disc. 2012)

4-Wd Articulated Wheel Loaders

Size Class:
Net Hp 135 - 149 HP
Weight:
28,725 lbs.



Configuration for 930H

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.6 cy**
Net Horsepower	**149.0 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,460.00	$1,250.00	$315.00	$47.00	$33.25	$58.59
Adjustments						
Region (Indiana: 98.5%)	($66.90)	($18.75)	($4.72)	($0.70)		
Model Year (2012: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,393.10**	**$1,231.25**	**$310.28**	**$46.30**	**$33.25**	**$58.21**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	$1,917.80 / mo
Overhaul (ownership)	38%	$1,694.80 / mo
CFC (ownership)	7%	$312.20 / mo
Indirect (ownership)	12%	$535.20 / mo
Fuel (operating) @ $3.98	57%	$19.10 / hr

Revised Date: 2nd Half 2014

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6250

FERGUSON ENTERPRISES, INC.

6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

APR 23 2015

INVOICE NUMBER	CUSTOMER	PAGE
0046468	5843	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1934
PO BOX 644054
PITTSBURGH, PA 15264-4054

Please contact with Questions: 317-546-2013

1483 1 AB 0.406 E0006X I008 D1310073684 P2543228 0001:0001

GRADEX INC
MAIN STREET IMPROVEMENTS
12900 N MERIDIAN ST STE 120
CARMEL IN 46032-5402

SHIP TO:

GRADEX INC
MAIN STREET AND US 31
MAIN STREET IMPROVEMENTS
CARMEL, IN 46032

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1934	1934	INONLY	14071	CJD	MAIN STREET IMPROVEMENTS	04/17/15	IO 5311

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
28	28	E00595470	*CVR* 5954 12 TRAP STRAIGHT	245.380	EA	6870.64
56	56	SP-E00593479	5934 J HOOK F/ TRAP	3.840	EA	215.04
1	1	MUL067148	8X6 PVC HW SWR GXGXG TEE WYE	58.630	EA	58.63
			INVOICE SUB-TOTAL			7144.31
			TAX	Indiana State Only		500.09

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

14071 - 6670 = 7085.68
- 14000 = 58.63
Main St

ENTERED

7144.31

Don't let the Post Office Slow You Down - Switch to Email Billing

Email Billing delivers our invoices to you overnight, so you can update your cost several days sooner.
It's an exact copy of the paper bill in PDF format that you can easily save and review.

Call us at the number above to switch to email delivery today!

TERMS: NET 10TH PROX ORIGINAL INVOICE **TOTAL DUE** $7,644.40

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

0001:0001

#0345

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 6/24/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for the additional sanitary sewer lateral to the Olivia at Main project.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Additional sanitary lateral to Olivia site	1	LS	$ 2,328.46	$ 2,328.46
				Subtotal	$ 2,328.46
				10% of first $3,000.00	$ 232.85
				7% of remainder	$ -
				TOTAL	$ 2,561.31
				REVISED UNIT PRICE	**$ 2,561.31**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 2,561.31**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 06/24/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 13

14071: Main Street Improvements
Additional Sanitary Lateral for Olivia at Main
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	4/26/2015	
Monday	4/27/2015	
Tuesday	4/28/2015	
Wednesday	4/29/2015	
Thursday	4/30/2015	
Friday	5/1/2015	
Saturday	5/2/2015	Install additional sanitary lateral for Olivia at Main project.

Labor Expenses

Craft	Sunday 26-Apr-15	Monday 27-Apr-15	Tuesday 28-Apr-15	Wednesday 29-Apr-15	Thursday 30-Apr-15	Friday 1-May-15	Saturday 2-May-15	Hours S.T.	Hours O.T.	Total Hours	Rate	Insurance Amount	Payroll Amount
Supervision								0	0	0	$ 37.00	$ -	$ -
Supervision								0	0	0	$ 37.00	$ -	$ -
Foreman							3	0	3	3	$ 33.05	$ 99.15	$ 148.73
Foreman								0	0	0	$ 33.05	$ -	$ -
Foreman								0	0	0	$ 33.05	$ -	$ -
Operator							3	0	3	3	$ 31.55	$ 94.65	$ 141.98
Operator							3	0	3	3	$ 31.55	$ 94.65	$ 141.98
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Labor							3	0	3	3	$ 22.62	$ 67.86	$ 101.79
Labor							3	0	3	3	$ 22.62	$ 67.86	$ 101.79
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
							Sub Totals for Labor					$ 424.17	$ 636.26

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 21.50	$ -
Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	3	Hours@		$ 15.81	$ 47.43
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	6	Hours@		$ 15.81	$ 94.86
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	6	Hours@		$ 12.96	$ 77.76
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 15.81	$ -
Sub totals for Labor					$ 220.05

Payroll Insurance and Tax Costs					
Workmen's Compensation Insurance	3.52%	OF		$ 424.17	$ 14.91
General Liability Insurance	1.73%	OF		$ 424.17	$ 7.35
Federal Unemployment Tax	2.10%	OF		$ 424.17	$ 8.91
State Unemployment Tax	7.62%	OF		$ 424.17	$ 32.33
Federal Social Security Tax	7.65%	OF		$ 424.17	$ 32.45
Subtotal Payroll Insurance and Taxes					$ 95.95

SUB TOTAL LABOR						$ 952.26
Overhead	20%	OF		$ 952.26		$ 190.45
SUB TOTAL LABOR						$ 1,142.71
Profit	0%	OF		$ 952.26		$ -
	TOTAL LABOR					$ 1,142.71

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		26-Apr-15	27-Apr-15	28-Apr-15	29-Apr-15	30-Apr-15	1-May-15	2-May-15	Hours	Rate	Cost	
Foreman's Truck - 1005	1							3	3	$ 3.83	$ 15.85	$ 59.04
PC300 Excavator - 735	1							3	3	$ 66.13	$ 80.20	$ 438.99
Cat 930 Loader - 665	1							2	2	$ 24.96	$ 33.25	$ 116.42
Cat 318 Excavator - 771	1							1	1	$ 35.35	$ 44.00	$ 79.35
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
								Sub Total Equipment				$ 693.80
								Overhead and Mark up	12%	OF	$ 693.80	$ 83.26
								TOTAL EQUIPMENT				$ 777.06

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		26-Apr-15	27-Apr-15	28-Apr-15	29-Apr-15	30-Apr-15	1-May-15	2-May-15	Hours	Rate	Cost	
									-			$ -
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
								Subtotal Rental Equipment				$ -
								Overhead and Mark up	12%	OF	$ -	$ -
								TOTAL RENTAL EQUIPMENT				$ -

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
10x6 Tee Wye	1	EA	$ 149.34	$ 149.34
10" Repair Coupler	2	EA	$ 107.78	$ 215.56
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ 364.90
Sales Tax	0%	of	$ 364.90	$ -
Sub Totals for Materials				$ 364.90
Overhead and Mark up	12%	of	$ 364.90	$ 43.79
	TOTAL FOR MATERIAL			$ 408.69

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
		TOTAL SUBCONTRACTOR EXPENSE			$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$	1,142.71
Owned Equipment Cost	$	777.06
Rented Equipment Cost	$	-
Material Cost	$	408.69
Subcontractor Cost	$	-
Sub Total	$	2,328.46
Total	$	2,328.46

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Rental Rate Blue Book®

March 30, 2015

On-Highway Light Duty Trucks
Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	Ton Rating	**1/2**
Horsepower	**191.0**		

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	$685.00	$190.00	$48.00	$7.00	$15.85	$19.74
Adjustments						
Region (Indiana: 99%)	($6.85)	($1.90)	($0.48)	($0.07)		
Model Year (2013: 99.4%)	($4.07)	($1.13)	($0.29)	($0.04)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$674.08**	**$186.97**	**$47.23**	**$6.89**	**$15.85**	**$19.68**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	$397.30 / mo
Overhaul (ownership)	28%	$191.80 / mo
CFC (ownership)	4%	$27.40 / mo
Indirect (ownership)	10%	$68.50 / mo
Fuel (operating) @ $3.51	80%	$12.74 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

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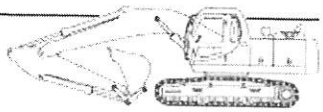
Rental Rate Blue Book®

December 24, 2014

Komatsu PC300LC-8 (disc. 2010)

Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 33.1 - 40.0 MTons
Weight:
77,980 lbs.

Configuration for PC300LC-8

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.56 cy**
Operating Weight	**335.4 t**	Net Horsepower	**246.0 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	Hourly	Hourly
Published Rates	$11,875.00	$3,325.00	$830.00	$125.00	$80.20	$147.67
Adjustments						
Region (Indiana: 99%)	($118.75)	($33.25)	($8.30)	($1.25)		
Model Year (2008: 99%)	($117.56)	($32.92)	($8.22)	($1.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$11,638.69**	**$3,258.83**	**$813.48**	**$122.51**	**$80.20**	**$146.33**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$4,512.50 / mo
Overhaul (ownership)	47%	$5,581.25 / mo
CFC (ownership)	6%	$712.50 / mo
Indirect (ownership)	9%	$1,068.75 / mo
Fuel (operating) @ $3.98	51%	$41.12 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

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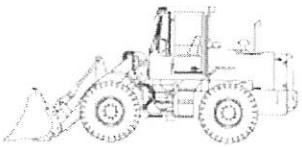
Rental Rate Blue Book®

March 30, 2015

Caterpillar 930H (disc. 2012)

4-Wd Articulated Wheel Loaders

Size Class:
Net Hp 135 - 149 HP
Weight:
28,725 lbs.



Configuration for 930H

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.6 cy**
Net Horsepower	**149.0 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,460.00	$1,250.00	$315.00	$47.00	$33.25	$58.59
Adjustments						
Region (Indiana: 98.5%)	($66.90)	($18.75)	($4.72)	($0.70)		
Model Year (2012: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,393.10**	**$1,231.25**	**$310.28**	**$46.30**	**$33.25**	**$58.21**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	$1,917.80 / mo
Overhaul (ownership)	38%	$1,694.80 / mo
CFC (ownership)	7%	$312.20 / mo
Indirect (ownership)	12%	$535.20 / mo
Fuel (operating) @ $3.98	57%	$19.10 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH®

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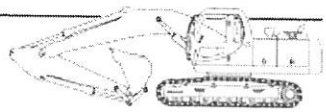
May 5, 2015

Caterpillar 318C L (disc. 2008)

Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 19.1 - 21.0 MTons
Weight:
43,320 lbs.

Configuration for 318C L

Power Mode	**Diesel**	Bucket Capacity - Heaped	**.71 cy**
Operating Weight	**19.7 t**	Net Horsepower	**125.0 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	Hourly	Hourly
Published Rates	$6,285.00	$1,760.00	$440.00	$66.00	$44.00	$79.71
Adjustments						
Region (Indiana: 99%)	($62.85)	($17.60)	($4.40)	($0.66)		
Model Year (2008: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$6,222.15**	**$1,742.40**	**$435.60**	**$65.34**	**$44.00**	**$79.35**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$2,388.30 / mo
Overhaul (ownership)	48%	$3,016.80 / mo
CFC (ownership)	6%	$377.10 / mo
Indirect (ownership)	8%	$502.80 / mo
Fuel (operating) @ $3.98	48%	$20.90 / hr

Revised Date: 2nd Half 2014

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6250

FERGUSON ENTERPRISES, INC.®

6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

MAY 06 2015

INVOICE NUMBER	CUSTOMER	PAGE
0047988	5843	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1934
PO BOX 644054
PITTSBURGH, PA 15264-4054

Please contact with Questions: 317-546-2013

194 2 MB 0.435 E0038X I0296 D1322898331 P2571645 0001:0010

GRADEX INC
MAIN STREET IMPROVEMENTS
12900 N MERIDIAN ST STE 120
CARMEL IN 46032-5402

SHIP TO:

GRADEX INC
MAIN STREET AND US 31
MAIN STREET IMPROVEMENTS
CARMEL, IN 46032

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1934	1934	INONLY	14071	CJD	MAIN STREET IMPROVEMENTS	04/30/15	IO 5350

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	MUL043736	6 PVC SWR PLUG	6.000	EA	6.00
1	1	MUL067376	6 PVC HW SWR GXS 45 ELL	13.810	EA	13.81
42	42	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	2.440	FT	102.48
1	1	MUL067150	10X6 PVC HW SWR GXGXG TEE WYE	149.340	EA	149.34
2	2	MUL067480	10 PVC HW SWR GXG REP COUP	107.780	EA	215.56
			INVOICE SUB-TOTAL			487.19
			TAX	Indiana State Only		34.10

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

ENTERED

14071 < 7106 = 122.29
14000 = 364.90
Main St
ok

487.19

Don't let the Post Office Slow You Down - Switch to Email Billing

Email Billing delivers our invoices to you overnight, so you can update your cost several days sooner.
It's an exact copy of the paper bill in PDF format that you can easily save and review.

Call us at the number above to switch to email delivery today!

TERMS: NET 10TH PROX ORIGINAL INVOICE **TOTAL DUE** $521.29

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

0001:0010

#0346

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

ADDITIONAL WORK AUTHORIZATION

To: City of Carmel
One Civic Square
Carmel IN 46032

Attn: Dave Machala

Phone: 317-571-2678
Fax:
Project: Carmel - Main St 14-06
Location: Carmel - Main St, e and w of US 31
City: Carmel

Date: 7/9/2015
Job No: 02143299

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

DESCRIPTION:

Per your request, the attached pricing is for the removal and abandonement of the Sanitary Lateral at the St Christopher Church.
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Sanitary Lateral Abandonement	1	LS	$ 3,891.17	$ 3,891.17
				Subtotal	$ 3,891.17
				10% of first $3,000.00	$ 300.00
				7% of remainder	$ 62.38
				TOTAL	$ 4,253.55
				REVISED UNIT PRICE	**$ 4,253.55**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 4,253.55**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 07/09/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 19

14071: Main Street Improvements
Remove & Abandon Sanitary Lateral at St. Christopher Church
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	4/26/2015	
Monday	4/27/2015	
Tuesday	4/28/2015	
Wednesday	4/29/2015	
Thursday	4/30/2015	
Friday	5/1/2015	Remove old lateral and cap ends
Saturday	5/2/2015	

Labor Expenses

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours	Hours	Total	Rate	Insurance	Payroll
Craft	26-Apr-15	27-Apr-15	28-Apr-15	29-Apr-15	30-Apr-15	1-May-15	2-May-15	S.T.	O.T.	Hours		Amount	Amount
Supervision								0	0	0	$ 37.00	$ -	$ -
Supervision								0	0	0	$ 37.00	$ -	$ -
Foreman						5		5	0	5	$ 33.05	$ 165.25	$ 165.25
Foreman								0	0	0	$ 33.05	$ -	$ -
Foreman								0	0	0	$ 33.05	$ -	$ -
Operator						5		5	0	5	$ 31.55	$ 157.75	$ 157.75
Operator						5		5	0	5	$ 31.55	$ 157.75	$ 157.75
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Labor						5		5	0	5	$ 22.62	$ 113.10	$ 113.10
Labor						5		5	0	5	$ 22.62	$ 113.10	$ 113.10
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
							Sub Totals for Labor					$ 706.95	$ 706.95

Benefits					
Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 21.50	$ -	
Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	5	Hours@	$ 15.81	$ 79.05	
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	10	Hours@	$ 15.81	$ 158.10	
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	10	Hours@	$ 12.96	$ 129.60	
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@	$ 15.81	$ -	
Sub totals for Labor				$ 366.75	$ 366.75

Payroll Insurance and Tax Costs					
Workmen's Compensation Insurance	3.52%	OF	$ 706.95	$ 24.88	
General Liability Insurance	1.73%	OF	$ 706.95	$ 12.26	
Federal Unemployment Tax	2.10%	OF	$ 706.95	$ 14.85	
State Unemployment Tax	7.62%	OF	$ 706.95	$ 53.88	
Federal Social Security Tax	7.65%	OF	$ 706.95	$ 54.08	
Subtotal Payroll Insurance and Taxes				$ 159.92	$ 159.92
SUB TOTAL LABOR					$ 1,233.62
Overhead	20%	OF	$ 1,233.62		$ 246.72
SUB TOTAL LABOR					$ 1,480.35
Profit	0%	OF	$ 1,233.62		$ -
	TOTAL LABOR				$ 1,480.35

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		26-Apr-15	27-Apr-15	28-Apr-15	29-Apr-15	30-Apr-15	1-May-15	2-May-15	Hours	Rate	Cost	
Foreman's Truck - 1005	1						5		5	$ 3.83	$ 15.85	$ 98.40
PC300 Excavator - 735	1						5		5	$ 66.13	$ 80.20	$ 731.65
Cat 930 Loader - 665	1						4		4	$ 24.96	$ 33.25	$ 232.84
Cat 318 Excavator - 771	1						1		1	$ 35.35	$ 44.00	$ 79.35
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
									0			$ -
							Sub Total Equipment					$ 1,142.24
							Overhead and Mark up	12%	OF	$ 1,142.24		$ 137.07
								TOTAL EQUIPMENT				$ 1,279.31

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		26-Apr-15	27-Apr-15	28-Apr-15	29-Apr-15	30-Apr-15	1-May-15	2-May-15	Hours	Rate	Cost	
									-			$ -
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
							Subtotal Rental Equipment					$ -
							Overhead and Mark up	12%	OF	$ -		$ -
								TOTAL RENTAL EQUIPMENT				$ -

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
Structure Backfill - Trench 2.75' x 3.5' x 171' x 1.62 TN/CY	98.76	TNS	$ 10.10	$ 997.48
6" PVC Cap	2	EA	$ 6.40	$ 12.80
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ 1,010.28
Sales Tax	0%	of	$ 1,010.28	$ -
Sub Totals for Materials				$ 1,010.28
Overhead and Mark up	12%	of	$ 1,010.28	$ 121.23
	TOTAL FOR MATERIAL			$ 1,131.51

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
	TOTAL SUBCONTRACTOR EXPENSE				$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$ 1,480.35
Owned Equipment Cost	$ 1,279.31
Rented Equipment Cost	$ -
Material Cost	$ 1,131.51
Subcontractor Cost	$ -
Sub Total	$ 3,891.17
Total	$ 3,891.17

EQUIPMENT WATCH®

www.equipmentwatch.com

Rental Rate Blue Book®

March 30, 2015

On-Highway Light Duty Trucks
Miscellaneous Models

Size Class:
Net Hp 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	Ton Rating	**1/2**
Horsepower	**191.0**		

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	$685.00	$190.00	$48.00	$7.00	$15.85	$19.74
Adjustments						
Region (Indiana: 99%)	($6.85)	($1.90)	($0.48)	($0.07)		
Model Year (2013: 99.4%)	($4.07)	($1.13)	($0.29)	($0.04)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$674.08**	**$186.97**	**$47.23**	**$6.89**	**$15.85**	**$19.68**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	$397.30 / mo
Overhaul (ownership)	28%	$191.80 / mo
CFC (ownership)	4%	$27.40 / mo
Indirect (ownership)	10%	$68.50 / mo
Fuel (operating) @ $3.51	80%	$12.74 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

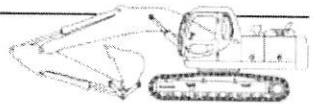
www.equipmentwatch.com

Rental Rate Blue Book®

December 24, 2014

Komatsu PC300LC-8 (disc. 2010)

Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 33.1 - 40.0 MTons
Weight:
77,980 lbs.

Configuration for PC300LC-8

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.56 cy**
Operating Weight	**335.4 t**	Net Horsepower	**246.0 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	Hourly	Hourly
Published Rates	$11,875.00	$3,325.00	$830.00	$125.00	$80.20	$147.67
Adjustments						
Region (Indiana: 99%)	($118.75)	($33.25)	($8.30)	($1.25)		
Model Year (2008: 99%)	($117.56)	($32.92)	($8.22)	($1.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$11,638.69**	**$3,258.83**	**$813.48**	**$122.51**	**$80.20**	**$146.33**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$4,512.50 / mo
Overhaul (ownership)	47%	$5,581.25 / mo
CFC (ownership)	6%	$712.50 / mo
Indirect (ownership)	9%	$1,068.75 / mo
Fuel (operating) @ $3.98	51%	$41.12 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

www.equipmentwatch.com

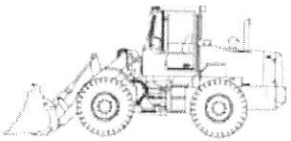
Rental Rate Blue Book®

March 30, 2015

Caterpillar 930H (disc. 2012)

4-Wd Articulated Wheel Loaders

Size Class:
Net Hp 135 - 149 HP
Weight:
28,725 lbs.



Configuration for 930H

Power Mode	**Diesel**	Bucket Capacity - Heaped	**2.6 cy**
Net Horsepower	**149.0 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,460.00	$1,250.00	$315.00	$47.00	$33.25	$58.59
Adjustments						
Region (Indiana: 98.5%)	($66.90)	($18.75)	($4.72)	($0.70)		
Model Year (2012: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,393.10**	**$1,231.25**	**$310.28**	**$46.30**	**$33.25**	**$58.21**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	$1,917.80 / mo
Overhaul (ownership)	38%	$1,694.80 / mo
CFC (ownership)	7%	$312.20 / mo
Indirect (ownership)	12%	$535.20 / mo
Fuel (operating) @ $3.98	57%	$19.10 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

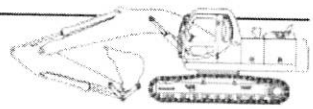
www.equipmentwatch.com

Rental Rate Blue Book®

May 5, 2015

Caterpillar 318C L (disc. 2008)

Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 19.1 - 21.0 MTons
Weight:
43,320 lbs.

Configuration for 318C L

Power Mode	**Diesel**	Bucket Capacity - Heaped	**.71 cy**
Operating Weight	**19.7 t**	Net Horsepower	**125.0 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	Hourly	Hourly
Published Rates	$6,285.00	$1,760.00	$440.00	$66.00	$44.00	$79.71
Adjustments						
Region (Indiana: 99%)	($62.85)	($17.60)	($4.40)	($0.66)		
Model Year (2008: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$6,222.15**	**$1,742.40**	**$435.60**	**$65.34**	**$44.00**	**$79.35**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$2,388.30 / mo
Overhaul (ownership)	48%	$3,016.80 / mo
CFC (ownership)	6%	$377.10 / mo
Indirect (ownership)	8%	$502.80 / mo
Fuel (operating) @ $3.98	48%	$20.90 / hr

Revised Date: 2nd Half 2014

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Martin Marietta

P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

SOLD TO:

GRADEX INC
12900 N MERIDIAN ST STE 120
CARMEL IN 46032

FOR BILLING QUESTIONS PLEASE CALL
317-573-4460

JOB NAME: 14071-Main St. Impro City of C

SHIP TO:

US 31 & Main St.
@ ROUNDABOUT AT OLD MERIDIAN & MAIN BACK BARRICADE ARE OPEN
Carmel IN 46032

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.
8972917 SO	14071	006	2335480339	11	25103	Carmel Sand	233548	4/06/15	14968110

Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
04/01/15	1865	STRUCTURAL BACKFILL								
		25534	21.03	TN	6.40	134.59	3.70	77.81		212.40
		25540	20.19	TN	6.40	129.22	3.70	74.70		203.92
		25552	21.01	TN	6.40	134.46	3.70	77.74		212.20
		25564	21.06	TN	6.40	134.78	3.70	77.92		212.70
		25596	20.91	TN	6.40	133.82	3.70	77.37		211.19
		25607	20.66	TN	6.40	132.22	3.70	76.44		208.66
		25618	20.93	TN	6.40	133.95	3.70	77.44		211.39
		25629	20.96	TN	6.40	134.14	3.70	77.55		211.69
		6471658	20.56	TN	6.40	131.58	3.70	76.07		207.65
		6471760	20.78	TN	6.40	132.99	3.70	76.89		209.88
		6471829	19.60	TN	6.40	125.44	3.70	72.52		197.96
		6471865	19.24	TN	6.40	123.14	3.70	71.19		194.33
		SUBTOTAL	246.93			1,580.33		913.64		2,493.97
04/02/15	1865	STRUCTURAL BACKFILL								
		25635	20.73	TN	6.40	132.67	3.70	76.70		209.37
		25644	20.78	TN	6.40	132.99	3.70	76.89		209.88
		25646	20.65	TN	6.40	132.16	3.70	76.41		208.57
		25655	20.68	TN	6.40	132.35	3.70	76.52		208.87
		25657	20.66	TN	6.40	132.22	3.70	76.44		208.66
		25666	20.56	TN	6.40	131.58	3.70	76.07		207.65
		25668	20.53	TN	6.40	131.39	3.70	75.96		207.35
		25675	20.80	TN	6.40	133.12	3.70	76.96		210.08

6801

6801

INVOICE TOTAL CONTINUED

DETACH and Include this Return Portion with Payment

Martin Marietta

CUSTOMER NUMBER: 233548 GRADEX INC
INVOICE NUMBER: 14968110

PAYMENT DUE $4,996.54

REMIT TO:

MARTIN MARIETTA MATERIALS
PO Box 93186
Chicago IL 60673-3186

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

6250

FERGUSON ENTERPRISES, INC.

6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

Please contact with Questions: 317-546-2013

INVOICE NUMBER	CUSTOMER	PAGE
0048273	5843	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1934
PO BOX 644054
PITTSBURGH, PA 15264-4054

195 2 MB 0.435 E0039 I0310 D1325004123 P2571645 0005:0007

GRADEX INC
MAIN STREET IMPROVEMENTS
12900 N MERIDIAN ST STE 120
CARMEL IN 46032-5402

SHIP TO:

COUNTER PICK UP
6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1934	1934	INONLY	14071	CJD	MAIN STREET IMPROVEMENTS	05/01/15	IO 5357

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	MUL043988	8 PVC SWR GSKT CAP	6.400	EA	12.80
1	1	L20981HSB18	18 HAND SAW BLD F/ PVC HSB-18	12.940	EA	12.94
			INVOICE SUB-TOTAL			25.74
			TAX	Indiana State Only		1.81

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

ENTERED

14071 - 14000
Main St

25.74

Don't let the Post Office Slow You Down - Switch to Email Billing

Email Billing delivers our Invoices to you overnight, so you can update your cost several days sooner.
It's an exact copy of the paper bill in PDF format that you can easily save and review.

Call us at the number above to switch to email delivery today!

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE $27.55

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

0005:0007

FERGUSON ENTERPRISES, INC.® a WOLSELEY company
Waterworks

Ferguson Waterworks INDY 41434
6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

PH: 317-546-2013 FAX: 317-546-2318

STOCK SALES ORDER

ORDER NO.	REQUIRED DATE	SHIP WHS.	SELL WHS.
H048273	05/01/15	1934	1934

WRITER	SALESMAN
[illegible]	[illegible]

TAG P.O. NO.

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
5843	GRADEXMIL			05-01-15	

INSTRUCTIONS

OML CONTACT: April Campbell

VENDOR

VENDOR P.O. NO.

SOLD TO
GRADEX INC
MAIN STREET IMPROVEMENTS
12900 N MERIDIAN ST STE 120
CARMEL, IN 46032

CUST PH: 317-573-3278

SHIP TO
COUNTER PICK UP
6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

14071/14000

SHIP VIA: OPC COUNTER PICK-UP

ROUTE NO. | RUN NO. | DEPART

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

ROUTE DESC.

CUSTOMER P.O. NO.	JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY
14071	MAIN STREET IMPROVEMENTS			5/1	[illegible]	[illegible]	[illegible]

LINE	ORDER QTY.	SHIP QTY.	BO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE LOC
1	2	2	0	MULD43088	6 PVC SWR GSKT CAP		EA			[illegible]
									1.2 lb	
2	1	1	0	L209R1HS6x18	18 HAND SOW RLD F/ PVC HSK 13		EA			[illegible]
									0.5 lb	
					TOTAL WEIGHT OF ORDER:			2.800 lbs		

END LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with NRP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.

SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE: _____ DATE: _____

TERMS:

#0347

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

ADDITIONAL WORK AUTHORIZATION

To:	City of Carmel	Phone:	317-571-2678	Date:	7/9/2015
	One Civic Square	Fax:		Job No:	02143299
	Carmel IN 46032	Project:	Carmel - Main St 14-06		
		Location:	Carmel - Main St, e and w of US 31		
Attn:	Dave Machala	City:	Carmel		

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

DESCRIPTION:

Per your request, the attached pricing is for raising the hydrant at the Illinois St and Main St RAB
If you need any additoinal information, please let me know.

Item #	Description	Quantity		Unit Price	Extension
EWA	Raise Hydrant at RAB	1	LS	$ 858.26	$ 858.26
				Subtotal	$ 858.26
				10% of first $3,000.00	$ 85.83
				7% of remainder	
				TOTAL	$ 944.09
				REVISED UNIT PRICE	**$ 944.09**

ADDITIONAL CHARGE FOR THE ABOVE WORK IS: **$ 944.09**

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

Date: _____ **Owner or Contractor Signature** _____
(Authorized Representative)

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

E & B Paving, Inc., Authorized Signature _____ **Date:** 07/09/15

THIS IS ADDITIONAL WORK AUTHORIZATION NO. 18

14071: Main Street Improvements
Raise Hydrant at Illinois & Main St RAB
Force Account Worksheet

LABOR

Day of Week	Date	Activity
Sunday	5/10/2015	
Monday	5/11/2015	
Tuesday	5/12/2015	
Wednesday	5/13/2015	Raise hydrant 18"
Thursday	5/14/2015	
Friday	5/15/2015	
Saturday	5/16/2015	

Labor Expenses

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours	Hours	Total	Rate	Insurance	Payroll
Craft	10-May-15	11-May-15	12-May-15	13-May-15	14-May-15	15-May-15	16-May-15	S.T.	O.T.	Hours		Amount	Amount
Supervision								0	0	8	$ 37.00	$ -	$ -
Supervision								0	0	0	$ 37.00	$ -	$ -
Foreman				2				2	0	2	$ 33.05	$ 66.10	$ 66.10
Foreman								0	0	0	$ 33.05	$ -	$ -
Foreman								0	0	0	$ 33.05	$ -	$ -
Operator				1.5				1.5	0	1.5	$ 31.55	$ 47.33	$ 47.33
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Operator								0	0	0	$ 31.55	$ -	$ -
Labor				1.5				1.5	0	1.5	$ 22.62	$ 33.93	$ 33.93
Labor				1.5				1.5	0	1.5	$ 22.62	$ 33.93	$ 33.93
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Labor								0	0	0	$ 22.62	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
Mechanic								0	0	0	$ 31.55	$ -	$ -
							Sub Totals for Labor					$ 181.29	$ 181.29

Benefits

Supervision Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 21.50	$ -
Foremen Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	2	Hours@		$ 15.81	$ 31.62
Operator Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	1.5	Hours@		$ 15.81	$ 23.72
Labor Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	3	Hours@		$ 12.96	$ 38.88
Mechanic Fringes (H&W, Pension, SAT, ICIAF, Training, Savings)	0	Hours@		$ 15.81	$ -
Sub totals for Labor					$ 94.22	$ 94.22

Payroll Insurance and Tax Costs

Workmen's Compensation Insurance	3.52%	OF		$ 181.29	$ 6.37	
General Liability Insurance	1.73%	OF		$ 181.29	$ 3.14	
Federal Unemployment Tax	2.10%	OF		$ 181.29	$ 3.81	
State Unemployment Tax	7.62%	OF		$ 181.29	$ 13.82	
Federal Social Security Tax	7.65%	OF		$ 181.29	$ 13.87	
Subtotal Payroll Insurance and Taxes					$ 41.01	$ 41.01
SUB TOTAL LABOR						$ 316.51
Overhead	20%	OF		$ 316.51		$ 63.30
SUB TOTAL LABOR						$ 379.81
Profit	0%	OF		$ 316.51		$ -
	TOTAL LABOR					$ 379.81

Force Account Worksheet

EQUIPMENT

Equipment Expense

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		10-May-15	11-May-15	12-May-15	13-May-15	14-May-15	15-May-15	16-May-15	Hours	Rate	Cost	
Foreman's Truck - 16	1				2				2	$ 4.33	$ 23.10	$ 54.86
Case 580 Backhoe - 772	1				1.5				1.5	$ 17.46	$ 23.70	$ 81.74
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
									0			$ -
Small Tool Allowance									0			$ -
							Sub Total Equipment					$ 116.60
							Overhead and Mark up	12%	OF	$ 116.60		$ 13.99
								TOTAL EQUIPMENT				$ 130.59

Rented Equipment

Description	Quantity	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Hourly	Operating	Amount
		10-May-15	11-May-15	12-May-15	13-May-15	14-May-15	15-May-15	16-May-15	Hours	Rate	Cost	
									-			$ -
									-			$ -
									-			$ -
									-			$ -
Fuel Costs for Rented EQ									-			$ -
							Subtotal Rental Equipment					$ -
							Overhead and Mark up	12%	OF	$ -		$ -
								TOTAL RENTAL EQUIPMENT				$ -

MATERIAL COSTS

Material Expense

Description	Quantity	Unit	Unit Price	Amount
16" Hydrant Extension	1	EA	$ 310.59	$ 310.59
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Sub Totals for Materials				$ 310.59
Sales Tax	0%	of	$ 310.59	$ -
Sub Totals for Materials				$ 310.59
Overhead and Mark up	12%	of	$ 310.59	$ 37.27
	TOTAL FOR MATERIAL			$ 347.86

SUBCONTRACTOR COSTS

Sub Contractor Expenses

Sub Contractor	Description				Amount
	Utility Locates?				
	Sub Total on Subcontractors				$ -
	Overhead and Mark up	10%	of	$ -	$ -
	Overhead and Mark up	7%	of	$ -	$ -
		TOTAL SUBCONTRACTOR EXPENSE			$ -

Work Activity:

Force Account Worksheet

Pricing Summary

Labor Cost	$	379.61
Owned Equipment Cost	$	130.59
Rented Equipment Cost	$	-
Material Cost	$	347.86
Subcontractor Cost	$	-
Sub Total	$	858.26
Total	$	858.26

EQUIPMENT WATCH

www.equipmentwatch.com

Rental Rate Blue Book®

December 24, 2014

On-Highway Light Duty Trucks
Miscellaneous Models

Size Class:
Net Hp 200 - 299 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	**Gasoline**	Cab Type	**Conventional**
Axle Configuration	**4X4**	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	$810.00	$225.00	$56.00	$8.00	$23.10	$27.70
Adjustments						
Region (Indiana: 99%)	($8.10)	($2.25)	($0.56)	($0.08)		
Model Year (2009: 95%)	($40.10)	($11.14)	($2.77)	($0.40)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$761.80**	**$211.61**	**$52.67**	**$7.52**	**$23.10**	**$27.43**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	59%	$477.90 / mo
Overhaul (ownership)	27%	$218.70 / mo
CFC (ownership)	4%	$32.40 / mo
Indirect (ownership)	10%	$81.00 / mo
Fuel (operating) @ $3.51	82%	$19.01 / hr

Revised Date: 2nd Half 2014

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EQUIPMENT WATCH

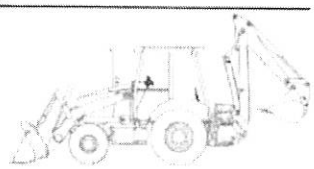
www.equipmentwatch.com

Rental Rate Blue Book®

July 7, 2015

Case 580 SUPER M SERIES 2 (disc. 2008)

Tractor-Loader-Backhoes



Size Class:
Max. Backhoe Digging Depth 14' to Under 15'
Weight:
14,285 lbs.

Configuration for 580 SUPER M SERIES 2

Power Mode	**Diesel**	Drive	**4WD**
Loader Bucket Capacity--Heaped	**1.00 cy**	Backhoe Stick	**Extendable**
Net Horsepower	**90.0 hp**	Operator Protection	**EROPS**

Equipment Notes: Includes General Purpose loader bucket, backhoe 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	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,120.00	$875.00	$220.00	$33.00	$23.70	$41.43
Adjustments						
Region (Indiana: 98.5%)	($46.80)	($13.12)	($3.30)	($0.49)		
Model Year (2008: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$3,073.20**	**$861.88**	**$216.70**	**$32.51**	**$23.70**	**$41.16**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	$1,029.60 / mo
Overhaul (ownership)	49%	$1,528.80 / mo
CFC (ownership)	6%	$187.20 / mo
Indirect (ownership)	12%	$374.40 / mo
Fuel (operating) @ $3.46	51%	$12.11 / hr

Revised Date: 2nd Half 2015

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6250

FERGUSON ENTERPRISES, INC.

6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

INVOICE NUMBER	CUSTOMER	PAGE
0048560	5843	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1934
PO BOX 644054
PITTSBURGH, PA 15264-4054

Please contact with Questions: 317-546-2013

720 1 AB 0.406 E0009 I0016 D1336193029 P2591782 0002:0005

GRADEX INC
MAIN STREET IMPROVEMENTS
12900 N MERIDIAN ST STE 120
CARMEL IN 46032-5402

SHIP TO:

COUNTER PICK UP
6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1934	1934	INONLY	14071	CJD	MAIN STREET IMPROVEMENTS	05/12/15	IO 5386

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	DMJRLA12U	DOM 12X6 MJ C153 RED L/A	193.040	EA	193.04
1	1	E85507016	16 SC VLV BX TS DOM	47.630	EA	47.63
1	1	DMJSHAU13	DOM 6X13 MJ C153 SWVL HYD ADPT	123.120	EA	123.12
1	1	AFCMK7318	18 HYD EXT 4-1/2 MK73 / 5-1/4 B84B	310.590	EA	310.59
2	2	DMJBGPU	DOM 6 MJ BOLT & GSKT PK L/ GLAND	12.400	EA	24.80
			INVOICE SUB-TOTAL			699.18
			TAX	Indiana State Only		48.94

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

ENTERED

14071 Main St
8750 = 47.63
8820 = 340.96
14000 = 310.59

OK JPD

699.18

Don't let the Post Office Slow You Down - Switch to Email Billing

Email Billing delivers our Invoices to you overnight, so you can update your cost several days sooner.
It's an exact copy of the paper bill in PDF format that you can easily save and review.

Call us at the number above to switch to email delivery today!

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE $748.12

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

0002:0006

FERGUSON ENTERPRISES, INC. a WOLSELEY company
Waterworks

Ferguson Waterworks INDY #1934
6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

PH: 317-546-2013 FAX: 317-546-2318

#74071

ACCEPT B/O = Y
SHOWROOM = N
SOURCE = SOE
IB FRI = N 0.0
OB SHP = N 0.0
12 MAY 2015 12:36:4

STOCK SALES ORDER

ORDER NO.	REQUIRED DATE	SHIP WHS	SELL WHS.
0048560	05/13/15	1934	1934

WRITER	SALESMAN
BCM	CJD

TAG P.O. NO.

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
5943	GRADEXMAT			05/08/15	

INSTRUCTIONS

OML CONTACT: Alex Mcneek
VENDOR:
VENDOR P.O. NO.

SOLD TO
GRADEX INC
MAIN STREET IMPROVEMENTS
12900 N MERIDIAN ST STE 120
CARMEL, IN 46032

CUST PH: 317-573-3970

SHIP TO
COUNTER PICK UP
6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

SHIP VIA: CPU COUNTER PICK-UP

PCS	BAGS	BOXES	CRATES	LENGTHS	BUNDLES

ROUTE NO. | RUN NO. | DEPART | ROUTE DESC.

CUSTOMER PO. NO.	JOB NAME	ATTN:	SHIP WT.	SHIP DATE	DELIVERED BY	PACKED BY	CHECKED BY
14071	MAIN STREET IMPROVEMENTS			5/13	CPU	AM	

LINE	ORDER QTY.	SHIP QTY.	BO QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	AISLE LOC
1	1	0	0	DMJRLA12U	DOM 12X6 MJ C153 RED L/A	8820	EA		11934-4480	
									67.0 lb	
2	1	0	0	ED5507016	16 SC VLV BX TS DOM	8750	EA			DMJ
									26.0 lb	
3	1	0	0	DMJSHAU13	DOM 6X13 MJ C153 SWVL HYD ADPT	8820	EA			DMJ
									52.0 lb	
4	1	1	0	AFCMK7318	18 HYD EXT 4-1/2 MK73 / 5-1/4 BB4R	14000	EA			R10A0
									73.0 lb	
5	2	2	0	DMJBGPU	DOM 6 MJ BOLT & GSKT PK L/ GLAND	8820	EA			R12B0
									5.3 lb	
					TOTAL WEIGHT OF ORDER:	162.000 LBS				

****
LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE: _____ DATE: _____ TERMS:

CUSTOMER COPY

CITY OF CARMEL
FACILITY USE REQUEST FORM

Name/Organization: The City of Carmel

Point of Contact: Nancy Heck | Meg Osborne

Address: One Civic Square

City, State, Zip: Carmel, IN 46032

Home Phone: ( ) _____ **Cell Phone:** (317) 431-5393 / 317-590-7522

Email Address: Meg@Megpromo.com NHeck@Carmel.in.gov **Fax Number** ( ) _____

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

Day and Date Requested: Nov 16, 2016 – Wednesday

Time Requested: 10:00 a.m./p.m. **to:** 3:00 a.m./p.m. **(This includes set-up and clean-up time.)**

Rehearsal Date: _____ **Time:** _____ **a.m./p.m. to** _____ **a.m./p.m.**

City Facility Requested: **Gazebo** ___ **Fountain Area** ___ **Japanese Garden** ___

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

Special Requests: **Electricity** ___ **Fountain Restroom** ___ **Other** _____

Purpose: Fill Santa bags **Number of People Expected:** 20

Vendors: **Yes** ___ **No** ✓ **(See Item 5, City of Carmel Facility Use Policy attached)**
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: _____

Neighborhood Street Closing (Street(s), Address(es) Blocked) _____

_____

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

Received this 14th **day of** January, **201** 6 .

Mayor's Office

Revised: 04/16/2011

CITY OF CARMEL
FACILITY USE REQUEST FORM

Name/Organization: Carmel International Arts Festival, Inc.

Point of Contact: Joan Cimino

Address: 3693 Power Place

City, State, Zip: Carmel, IN 46033

Home Phone: (317) 846-5760 **Cell Phone:** (317) 294-1856

Email Address: JoanCimino@mac.com **Fax Number** ( )

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

Day and Date Requested: Tuesday, March 8, and every second Tuesday of the month thereafter

Time Requested: 5:15 p.m. to: 7:30 p.m. (This includes set-up and clean-up time.)

Rehearsal Date: _____ **Time:** _____ **a.m./p.m. to** _____ **a.m./p.m.**

City Facility Requested: **Gazebo** ___ **Fountain Area** ___ **Japanese Garden** ___

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

Special Requests: **Electricity** ___ **Fountain Restroom** ___ **Other** _____

Purpose: Board & Committee Meeting **Number of People Expected:** 10 - 30

Vendors: **Yes** ___ **No** X **(See Item 5, City of Carmel Facility Use Policy attached)**
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: _____

Neighborhood Street Closing (Street(s), Address(es) Blocked) _____

_____

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

Received this 21st **day of** January **, 201**6 **.**

Mayor's Office

Revised: 04/16/2011

Nancy Heck _____
Lt. Jeff Horner _____
Adam Harrington _____

CITY OF CARMEL
FACILITY USE REQUEST FORM

Name/Organization: Indianapolis Admirals / Subcommittee

Point of Contact: Chris Campbell

Address: 1317 Cool Creek Dr

City, State, Zip: Carmel IN 46033

Home Phone: (317) 844-9905 **Cell Phone:** (317) 361-5173

Email Address: admiralscommander@hotmail.com **Fax Number** ( )

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

Day and Date Requested: Aug 5, 6, 7 2016

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

Rehearsal Date: _____ **Time:** _____ a.m./p.m. to _____ a.m./p.m.

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

Special Requests: Electricity ___ Fountain Restroom ___ Other _____
ELECTRICITY TURNED ON IN PARK, FOUNTAINS OFF DURING THE DAY, RESTROOMS OPEN

Purpose: R/C Submarine convention **Number of People Expected:** 50+

Vendors: Yes ___ No X (See Item 5, City of Carmel Facility Use Policy attached)
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: _____

Neighborhood Street Closing (Street(s), Address(es) Blocked) _____

_____

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

Received this 12th **day of** January, 2016.

Mayor's Office

Revised: 04/16/2011

Nancy Heck _____
Lt. Jeff Horner _____
Adam Harrington _____

CITY OF CARMEL
FACILITY USE REQUEST FORM

Name/Organization: _____ **Shauna Eaton and Brandon Boyd Wedding** _____

Point of Contact: _____**Christine Eaton** _____

Address: _____ **232 Ironwood Drive** _____

City, State, Zip: _____ **Carmel, IN 46033** _____

Home Phone: ( ) _____ **Cell Phone:** (317) 694-9000

Email Address: eatonchristine@yahoo.com **Fax Number** ( ) _____

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

Day and Date Requested: _____ **Saturday, August 6th, 2016** _____

Time Requested: ___12 __a.m./p.m. **to:** __6:30 ___a.m./p.m. **(This includes set-up and clean-up time.)**

Rehearsal Date: __ **8-5-16** ____ **Time:**_ **4:30** __ **a.m./p.m.** **to** ___ **6:30** __**a.m./p.m.**

City Facility Requested: **Gazebo** _X__ **Fountain Area**__X_ **Japanese Garden** _X___

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

Special Requests: **Electricity** __X _ **Fountain Restroom** __X __ **Other** _____

Purpose: 4:30 Wedding, pictures, Cleanup/teardown **Number of People Expected:** __ 200 ___

Vendors: **Yes** ___ **No** _X__ **(See Item 5, City of Carmel Facility Use Policy attached)**
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: _____

Neighborhood Street Closing (Street(s), Address(es) Blocked) _____

_____

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

Received this 12th **day of** January, **201**6 .

Mayor's Office

Revised: 04/16/2011

CITY OF CARMEL
FACILITY USE REQUEST FORM

Name/Organization: The City of Carmel

Point of Contact: Nancy Heck / Meg Osborne

Address: One Civic Square

City, State, Zip: Carmel, IN 46032

Home Phone: ( ) _____ **Cell Phone:** 317-431-5393 / 317-590-7522

Email Address: Meg@Megpromo.com NHeck@carmel.in.gov **Fax Number** ( ) _____

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

Day and Date Requested: Nov 19 2016

Time Requested: 9:00 **a.m./p.m. to:** 9:00 **a.m./p.m.** (This includes set-up and clean-up time.)

Rehearsal Date: _____ **Time:** _____ **a.m./p.m. to** _____ **a.m./p.m.**

City Facility Requested: **Gazebo** ✓ **Fountain Area** ___ **Japanese Garden** ___

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

Special Requests: **Electricity** ✓ **Fountain Restroom** ✓ **Other** _____

Purpose: Holiday on the Square **Number of People Expected:** 2000

Vendors: **Yes** ✓ **No** ___ **(See Item 5, City of Carmel Facility Use Policy attached)**
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: _____

Neighborhood Street Closing (Street(s), Address(es) Blocked) Veteran's Way Fountain Square Road 2:30pm

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

Received this 14th **day of** January **201**6.

Mayor's Office

Revised: 04/16/2011

CITY OF CARMEL
FACILITY USE REQUEST FORM

Name/Organization: The City of Carmel

Point of Contact: Nancy Heck | Meg Osborne

Address: One Civic Square

City, State, Zip: Carmel, IN 46032

Home Phone: ( ) _____ **Cell Phone:** (317) 431-5393 / 317-590-7522

Email Address: Meg@Megpromo.com NHeck@carmel.in.gov **Fax Number** ( ) _____

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

Day and Date Requested: May 27, 2016

Time Requested: 7:00 a.m./p.m. **to:** 11:00 a.m./p.m. **(This includes set-up and clean-up time.)**

Rehearsal Date: _____ **Time:** _____ **a.m./p.m. to** _____ **a.m./p.m.**

City Facility Requested: **Gazebo** ___ **Fountain Area** ___ **Japanese Garden** ___ Veteran Plaza

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

Special Requests: **Electricity** _____ **Fountain Restroom** _____ **Other** _____

Purpose: Memorial Day Ceremony **Number of People Expected:** 100

Vendors: **Yes** ___ **No** ✓ **(See Item 5, City of Carmel Facility Use Policy attached)**
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: _____

Neighborhood Street Closing (Street(s), Address(es) Blocked) 3rd Avenue SW and City Center Drive - Police for Crossing Street

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

Received this 14th **day of** January **201** 6 .

Mayor's Office

Revised: 04/16/2011

RESOLUTION NO. 02-03-16-02

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA, AMENDING A BOND AND APPROPRIATION RESOLUTION OF THE CITY OF CARMEL STORM WATER DISTRICT

WHEREAS, the Board of Directors of the Department of Storm Water Management of Carmel, Indiana (the "Board"), being the governing body of the Storm Water District of the City of Carmel, Indiana (the "District"), adopted a bond and appropriation resolution on January 4, 2016 (the "Original Resolution"), authorizing the issuance of one or more series of bonds of the District and appropriating the proceeds thereof for the purpose of providing funds to construct certain storm water drainage and storm water sewer improvements together with necessary appurtenances, related improvements and equipment, which comprises the "Project" and is described in Exhibit A to the Original Resolution; and

WHEREAS, the Common Council (the "Council") of the City of Carmel, Indiana (the "City") originally served as the Board of the District; however, pursuant to ordinance D-2265-16 adopted by the Council on January 4, 2016, the Board of Public Works and Safety of the City (hereinafter referred to as the "Board") has now been designated to serve as the Board of the District; and

WHEREAS, the Board now desires to modify certain matters in the Original Resolution as set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA, as follows:

Section 1. Modification of Project Description. Notwithstanding anything in the Original Resolution to the contrary, Exhibit A of the Original Resolution is hereby amended to delete the words "Monon Swale" from the description of Project Components.

Section 2. Modification of Details of Bonds. Notwithstanding anything in the Original Resolution to the contrary, Section 2(c) is hereby amended such that the Bonds may be dated either (i) as of the first date of the month in which the Bonds are sold or (ii) as of the date of delivery of the Bonds.

Section 3. Ratification of Remaining Provisions of Original Resolution. Except as modified by Section 1 hereof, the provisions of the Original Resolution are hereby ratified and confirmed for all purposes, and the Original Resolution shall remain in full force and effect.

Section 4. Effective Date. This resolution shall be in full force and effect immediately upon its passage.

PASSED by the Board of Public Works and Safety, acting as governing body of the Department of Storm Water Management for the City of Carmel, Indiana, this ___ day of February, 2016, by a vote of _____ ayes and _____ nays.

BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA

_____
James Brainard, Presiding Officer

_____
Mary Ann Burke, Member

_____
Lori S. Watson, Member

Prepared by: Bruce D. Donaldson, Esq.
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

DMS BJB 3463016v2

RESOLUTION NO. 02-03-16-03

BOND RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA

WHEREAS, the City of Carmel, Indiana (the "City") has heretofore adopted the provisions of IC 8-1.5-5 establishing the Storm Water District of the City of Carmel, Indiana (the "District") to be governed by the Board of Directors of the Department of Storm Water Management of Carmel, Indiana (the "Board") and established, constructed and financed a municipal storm water system for the purpose of providing for the collection of to the residents and users (the "System") and now owns and operates the System pursuant to IC 8-1.5-5 et seq., as in effect on the issue date of the bonds which are authorized herein (the "Act"); and

WHEREAS, the Board has adopted a Declaratory Resolution on January 4, 2016 (the "Declaratory Resolution") declaring that it is necessary for the protection of the public health and welfare of the inhabitants of the District and the safeguarding of the property within the District and will be of public utility and benefit, to construct certain storm water drainage and storm water sewer improvements as described in Exhibit A attached hereto and incorporated herein by reference, together with necessary appurtenances, related improvements and equipment (collectively, the "Project"); and

WHEREAS, the Common Council (the "Council") of the City originally served as the governing body of the District; however, pursuant to ordinance D-2265-16 adopted by the Council on January 4, 2016, the Board of Public Works and Safety of the City (hereinafter referred to as the "Board") has now been designated to serve as the governing body of the District; and

WHEREAS, the Board shall obtain all necessary approvals required by law for the Project and for the issuance of the bonds authorized hereby, including the approval of the Common Council of the City; and

WHEREAS, after notice and public hearing in accordance with IC 8-1.5-5 and IC 5-3-1, the Board, on February 3, 2016, confirmed the Declaratory Resolution by the adoption of a confirmatory resolution; and

WHEREAS, it is necessary that the bonds of the District be issued in one or more series in an amount not to exceed $6,700,000, to provide funds to pay such estimated costs of all work and construction of the Project and the incidental expenses to be incurred in connection with the Project and costs of the issuance of the bonds; and

WHEREAS, the Board finds that there are not available sufficient funds of the storm water utility to expend on the Project and that bonds of the District shall be issued to pay for costs of the Project, including incidental expenses; and

WHEREAS, the Board now finds that all conditions precedent to the adoption of a resolution authorizing the issuance of said bonds have been complied with in accordance with

the provisions of IC 8-1.5-5 as in effect on the date of delivery of the bonds authorized herein (the "Act");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA, as follows:

Section 1. Authorization of Project. The Board shall proceed to undertake the Project in accordance with the procedures set forth in the Act and other applicable laws.

Section 2. Authorization and Details of Bonds. (a) For the purpose of procuring funds with which to pay the costs of the Project, and the cost of issuance of bonds on account thereof, the City, acting for and on behalf of the Board and the District, shall borrow money in an amount not to exceed Six Million Seven Hundred Thousand Dollars ($6,700,000).

(b) In order to procure such funds the Clerk-Treasurer of the City (the "Clerk-Treasurer") is authorized and directed to have prepared and to issue and sell bonds of the District in the name of the City, in one or more series, payable solely out of and constitute a first charge against the gross revenues of the System, to be designated as the "City of Carmel, Indiana Storm Water Revenue Bonds, Series 2016" (with such further or different series designations as may be necessary or appropriate), in an aggregate principal amount not to exceed Six Million Seven Hundred Thousand Dollars ($6,700,000) for all series (collectively, the "Bonds") for the purpose of procuring funds to apply to the cost of the Project and issuance costs of the Bonds.

(c) The Bonds shall be issued in fully registered form in the denomination of $5,000 or an integral multiple thereof, numbered consecutively from 1 up, and shall bear interest at a rate or rates per annum that produce a yield not to exceed six and one-half percent (6.50%) (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 1 and July 1 of each year, beginning on July 1, 2016. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months. The Bonds shall be sold at not less than 99% of their par value plus accrued interest to the date of delivery and shall be dated the date of closing. The Bonds shall mature semiannually, or be subject to mandatory redemption on January 1 or July 1, with the first principal payment date no earlier than July 1, 2019 and the final principal payment date on or before January 1, 2036 (or on such other dates as may be determined by the Clerk-Treasurer prior to the sale of the Bonds, with the advice of the District's financial advisor).

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities consistent with the principal payment schedule to be established as described above. The term bonds shall be subject to mandatory sinking fund redemption and final payments) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are in accordance with the schedule to be determined in accordance with the above paragraph.

(d) The Clerk-Treasurer is hereby authorized to request proposals from banking institutions to serve as registrar and paying agent and to select a qualified banking institution to

serve as registrar and paying agent for the Bonds and all such actions are hereby ratified and approved. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required or a registrar and paying agent. The Clerk-Treasurer is further authorized to pay such fees as the institution may charge for the services it provides as registrar and paying agent, and such fees may be paid from the District's Bond and Interest Redemption Fund (as defined herein) created to pay the principal of and interest on the Bonds.

(e) The principal of and premium, if any, on the Bonds shall be payable at the principal office of the Paying Agent. Interest on the Bonds shall be paid by check mailed one business day prior to the payment date to the registered owner thereof at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month immediately preceding an interest payment date (the "Record Date") or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in lawful money of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

(f) Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal office of the Registrar, by the registered owner or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case maybe, in exchange therefor. The City and the Registrar and Paying Agent may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon. The Bonds may be transferred or exchanged without cost to the owners of the Bonds except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Registrar and Paying Agent will not be required to (i) register, transfer or exchange any Bond during the period of 15 days next preceding mailing of a notice of redemption of any Bonds, or (ii) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call.

(g) The Bonds shall bear an original date which shall be the first day of the month in which the Bonds are sold or the date of delivery, and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid next preceding the date of authentication of such Bonds unless the Bonds are authenticated between

the Record Date and the interest payment date, in which case interest thereon shall be paid from such interest payment date.

(h) The Bonds shall be signed in the name of the City of Carmel by the manual or facsimile signature of the Mayor, and the seal of the City shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk-Treasurer. The Bonds shall be authenticated with the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. The Bonds shall, subject to the provisions hereof for registration, in the hands of bona fide holders, be negotiable under the laws of the State of Indiana.

(i) The City has determined that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this resolution. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon

delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but maybe registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this resolution.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as said Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be

entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this resolution and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 3. Redemption of Bonds. The Bonds may be called for redemption at the option of the City not earlier than January 1, 2024, and on any date thereafter, on thirty (30) days' notice, in whole or in part, in the order and amounts of maturity determined by the City and by lot within a maturity, at face value, plus accrued interest to the date fixed for redemption. The exact redemption provisions shall be established by the Clerk-Treasurer, with the advice of the City's financial advisor prior to the sale of the Bonds.

If any Bond is issued as a term bond, the Registrar shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any term bonds maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the City and not theretofore applied as a credit against any redemption obligation. Each term bond so delivered or canceled shall be credited by the Registrar at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date for that term bond. Any excess of such amount shall be credited on future redemption obligations, and the principal amount of that term bond to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced.

If less than an entire maturity of the Bonds is called for redemption at one time, the Bonds to be called shall be selected by lot by the Registrar. Each Five Thousand Dollars ($5,000) principal amount shall be considered a separate Bond for purposes of optional and mandatory redemption. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

In either case, notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. Any notice of redemption required under this section shall identify the Bonds to be redeemed including the complete name of the Bonds, the interest rate, the issue date, the maturity date, the respective CUSIP numbers (if any) and certificate numbers (and, in the case of a partial redemption, the respective principal amounts to be called) and shall state (i) the date fixed for redemption, (ii) the

redemption price, (iii) that the Bonds called for redemption must be surrendered to collect the redemption price, (iv) the address of the principal corporate trust office of the Registrar and Paying Agent at which the Bonds must be surrendered together with the name and telephone number of a person to contact from the office of the Registrar and Paying Agent, (v) any condition precedent to such redemption, (vi) that on the date fixed for redemption, and upon the satisfaction of any condition precedent described in the notice, the redemption price will be due and payable upon each such Bond or portion thereof and that interest on the Bonds called for redemption ceases to accrue on the date fixed for redemption, and (vii) that if such condition precedent is not satisfied, such notice of redemption is rescinded and of no force and effect, and the principal and premium, if any, shall continue to bear interest on and after the date fixed for redemption at the interest rate borne by the Bond. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this resolution on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the City shall have no further obligation or liability in respect thereto.

Section 4. Rate Covenant. The District covenants and agrees that it will establish and maintain just and equitable rates and charges for the use of and the service rendered by the System, to be paid, to the extent permitted by law, by the owner of each and every lot, parcel of real estate or building located in the District or that is directly or indirectly benefited by the System, or that in any way uses or is served by the System, at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the Board) to comply with and satisfy all covenants contained in this Resolution, to pay all obligations of the System and of the District with respect to the System, and to comply with the Act. Such rates and charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the requirements of the Sinking Fund. The rates and charges so established shall apply to any and all use of the System by and service rendered to the District and shall be paid by the District as the charges accrue.

Section 5. Form of Bond. The form of the Bonds shall be substantially as follows:

No. __

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF CARMEL

STORM WATER REVENUE BONDS, SERIES 2016

Interest Rate	Maturity Date	Authentication Date	Original Date	CUSIP

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Carmel in Hamilton County, Indiana ("City"), for and on behalf of the Storm Water District of the City ("District"), acknowledges itself indebted, and for value received hereby promises to pay, but only from the source and in the manner herein provided, to the Registered Owner named above or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above (unless this Bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest hereon until the City's obligation with respect to the payment of the Principal Sum shall be discharged at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before [June 15, 2016] in which case interest shall be paid from the Original Date or unless this Bond is authenticated between the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall he payable on January 1 and July 1 of each year, commencing [July 1, 2016]. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

The principal of and premium, if any, on this Bond are payable at the office of the _____, _____, _____, or any successor registrar and paying agent ("Paying Agent" or "Registrar"). Interest on this Bond shall be paid by check mailed one business day prior to such payment date to the registered owner hereof at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month immediately preceding the interest payment date or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on this Bond shall be made in lawful money of the United States of America, which on the dates of such payment shall be legal tender for the payment of public and private debts.

[The Bonds shall be initially issued in a Book Entry System (as defined in the Resolution (as defined herein)). The provisions of this Bond and of the Resolution are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

This Bond is not a corporate obligation or indebtedness of the City, but is the obligation and indebtedness of the District, as a special taxing district, and the City shall not obligated to pay this Bond, together with interest hereon, except from the special fund provided from the gross revenues of the System (herein defined as the City's storm water system, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired). This Bond is negotiable pursuant to the laws of the State of Indiana.

This Bond is one of an authorized issue of Bonds of the Storm Water Management District of the City of Carmel, Indiana, [to be issued in series], of like tenor and effect, except as to numbering, interest rate, series designation, and dates of maturity, aggregating _____Dollars ($_____) [for this series] (the "Bonds"), numbered from 1 up, issued for the purpose of procuring funds to be applied to the costs of constructing certain storm water drainage improvements (the "Project"), all as more particularly described in a Declaratory Resolution adopted on January 4, 2016, as confirmed by a resolution adopted February 3, 2016, and the costs of issuance of the Bonds, which Bonds are issued pursuant to a Bond Resolution adopted by the Board of Directors of the Department of Storm Water Management on the __ day of _____, 2016 (the "Resolution") authorizing the issuance and sale of the Bonds of the City, acting for and on behalf of the District, for the purpose of procuring funds for the Project and in accordance with IC 8-1.5-5, as in effect on the date of delivery of the Bonds.

[The Bonds maturing on and after January 1, _____, are redeemable at the option of the City, on _____ l, _____, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with the following premiums:

__% if redeemed on _____, or thereafter
on or before _____,
__% if redeemed on _____, or thereafter
on or before _____;
__% if redeemed on _____, or thereafter
prior to maturity;

plus accrued interest to the date fixed for redemption.]

[The Bonds maturing on January 1, _____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on January 1 in the years and amounts set forth below:

Year	Amount
*	

*Final Maturity]

If less than an entire maturity of the Bonds is called for redemption at one time, the Bonds to be called shall be selected by lot by the Registrar. Each Five Thousand Dollars ($5,000) principal amount shall be considered a separate Bond for purposes of optional [and mandatory] redemption. [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless said notice is waived by the registered owner of this Bond. Any notice of redemption required under this section shall identify the Bonds to be redeemed including the complete name of the Bonds, the interest rate, the issue date, the maturity date, the respective CUSIP numbers (if any) and certificate numbers (and, in the case of a partial redemption, the respective principal amounts to be called) and shall state (i) the date fixed for redemption, (ii) the Redemption Price, (iii) that the Bonds called for redemption must be surrendered to collect the Redemption Price, (iv) the address of the principal corporate trust office of the Paying Agent at which the Bonds must be surrendered together with the name and telephone number of a person to contact from the office of the Paying Agent, (v) any condition precedent to such redemption, (vi) that on the date fixed for redemption, and upon the satisfaction of any condition precedent described in the notice, the Redemption Price will be due and payable upon each such Bond or portion thereof and that interest on the Bonds called for redemption ceases to accrue on the date fixed for redemption, and (vii) that if such condition precedent is not satisfied, such notice of redemption is rescinded and of no force and effect, and the principal and premium, if any, shall continue to bear interest on and after the date fixed for redemption at the interest rate borne by the Bond. The

place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price, including interest accrued to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If this Bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with that bank for payment, and the City shall have no further obligation or liability in respect thereto.

The Bonds are subject to defeasance prior to redemption or payment as provided in the Resolution. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE RESOLUTION. The Resolution may be amended without the consent of the owners of the Bonds as provided in the Resolution if the Board of Directors determines, in its sole discretion, that the amendment shall not adversely affect the owners of the Bonds.

This Bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar, by the registered owner hereof or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The City and the Registrar and Paying Agent may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon. The Bonds may be transferred or exchanged without cost to the owners of the Bonds except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Registrar and Paying Agent will not be required to (i) register, transfer or exchange any Bond during the period of 15 days next preceding mailing of a notice of redemption of any Bonds, or (ii) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount of the bonds maturing in such year.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by law, and this Bond and the total issue of the Bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

IN WITNESS WHEREOF, the Board of Directors of the Department of Storm Water Management of the City of Carmel, in Hamilton County, Indiana, has caused this Bond to be executed in the name of the City of Carmel, Indiana, for and on behalf of the Storm Management District of the City, by the manual of facsimile signature of the Mayor, the seal of the City or a facsimile thereof to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Clerk-Treasurer.

CITY OF CARMEL, INDIANA

By: _____
Mayor

(Seal)

Attest:

_____
Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution.

_____,
as Registrar

By: _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____
(please print or typewrite name and address of transferee)

_____
(please insert social security or
other identifying number of assignee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a

_____
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face

Securities Transfer Association recognized signature guarantee program.

of the within bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Defeasance. If, when the Bonds or any portion thereof, shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or any portion thereof then outstanding shall be paid, or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or (iii) any combination of (i) and (ii) above which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of the gross revenues of the System and the bondholders shall be entitled to look only to the trust for payment of the Bonds.

Section 7. Legal Opinion. Prior to the delivery of the Bonds, the Clerk-Treasurer shall obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, bond counsel of Indianapolis, Indiana, and shall furnish such opinion to the purchaser of the Bonds. The cost of the opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the Bonds.

Section 8. Preparation and Execution of Bonds. The Clerk-Treasurer is hereby authorized and directed to have Bonds prepared, and the Mayor and the Clerk-Treasurer are hereby authorized and directed to execute and attest the Bonds in the form and manner herein provided.

Section 9. Funds and Accounts; Application of Bond Proceeds.

(a) Use of Bond Proceeds; Project Fund. The accrued interest, if any, received at the time of the delivery of the Bonds shall be deposited into the Sinking Fund (the "Sinking Fund"). The remaining proceeds from the sale of the Bonds shall be deposited in a bank or banks which are legally designated depositories for the funds of the City, in a special account or accounts to be designated as "City of Carmel, Storm Water District Project Fund (the "Project Fund"), which shall consist of an account created and designated as the "2016 Construction Account" (the "Construction Account"). The funds in each of such special accounts shall be deposited, held, secured or invested in accordance with the laws of the State relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, 4-4-11 and 13-18-13, and the acts amendatory thereof and supplemental thereto. The funds in such special account or accounts shall be expended only for the purpose of paying the costs of issuance of the Bonds, the cost of the Project or as otherwise required by the Act. Any balance or balances remaining unexpended in such special account or accounts after completion of the Project, which are not required to meet unpaid obligations incurred in connection with the Project, shall either (1) be deposited in the Sinking Fund and used solely for the purposes of said Fund or (2) be used for the same purpose or type of project for which the Bonds were originally issued, all in accordance with IC 5-1-13, as amended and supplemented.

(b) Revenues. All income and revenues of the System shall be deposited upon receipt in the Revenue Fund (the "Revenue Fund"). The Revenue Fund shall be maintained separate and apart from all other accounts of the City and the District. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13-9, 4-4-11 and 13-18-13, as amended, and other applicable laws. Out of said Revenue Fund, the principal and interest of all bonds and fiscal agency charges of registrars or paying agents shall be paid, the Reserve Account shall be funded and the costs of replacements, extensions, additions and improvements to the System shall be paid. No moneys derived from the revenues of the System shall be transferred to the general fund of the City or the District or be used for any purpose not connected with the System.

(c) Sinking Fund. There shall be set aside and deposited in the Sinking Fund, as available, and as provided below, a sufficient amount of the gross revenues of the System to meet the requirements of the Bond and Interest Redemption Account, the Reserve Account and the necessary fiscal agency charges for paying the principal of and interest on all bonds, which is hereby continued in the Sinking Fund. Such payments shall continue until the balance in the Bond and Interest Redemption Account, plus the balance in the Reserve Account, equal the amount necessary to redeem all of the Bonds.

(1) Bond and Interest Redemption Account. There is hereby created, within said Sinking Fund, the Bond and Interest Redemption Account (the "Bond and Interest Account"). Beginning as of the date of issuance of the Bonds, there shall be transferred from the Revenue Fund and credited on or before the last day of each month to the Bond and Interest Account an amount of the gross revenues of the System equal to at least (i) one-sixth (1/6) of the interest on all the then outstanding bonds payable from the gross revenues of the System on the next succeeding interest payment date and (ii) one-sixth (1/6) of the principal on all the outstanding bonds payable on the next succeeding principal payment date, until the amount of interest and principal payable on the next succeeding interest and principal payment date shall have been so credited. There should similarly be credited to the account any amount necessary to pay the bank fiscal agency changes on the outstanding bonds as the same became payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or bank fiscal agent sufficient monies to pay the principal and interest on the due date thereof together with the amount of bank fiscal agency charges.

In no event shall any part of the Sinking Fund be used in calling bonds for redemption prior to their respective maturities, except to the extent that the amount then in the Sinking Fund exceeds the amount required to pay the bonds which will mature within a period of twelve (12) calendar months next following the date of such redemption, together with all interest on bonds payable in such period. Any such excess of funds above such required level may also be used in purchasing outstanding bonds at a price less than the then-applicable redemption price, with the prior approval of the City. Monies in the Sinking Fund shall not be used for any other purpose whatsoever except as provided in this Resolution.

(2) Reserve Account. There is hereby created, within the Sinking Fund, the Reserve Account (the "Reserve Account"). The City and the District may (a) on the date of delivery of the Bonds deposit Bond proceeds, funds on hand or a combination thereof (as determined by the Clerk-Treasurer with the advice of the District's financial advisor) into the Reserve Account until the balance therein equals but does not exceed the least of (i) the maximum annual debt service on the Bonds issued hereunder and any parity bonds issued in the future by the City which are payable from the gross revenues of the System (the "Parity Bonds"), (ii) 125% of average annual debt service on the Bonds and any Parity Bonds or (iii) 10% of the proceeds of the Bonds and any Parity Bonds (the "Reserve Requirement") or (b) beginning with the first month after the respective series of Bonds are delivered deposit on the last day of each calendar month an amount of gross revenues of the System into the Reserve Account until the balance therein equals but does not Reserve Requirement. The monthly deposits of gross revenues of the System shall be equal in amount and sufficient to accumulate the Reserve Requirement within no more than five (5) years of the date of delivery of the Bonds. The balance in the Reserve Account shall never exceed the Reserve Requirement.

The Reserve Account shall constitute a margin for safety and a protection against default in the payment of principal of and interest on outstanding bonds payable from the revenues of the System, and the monies in the Reserve Account shall be used to pay current principal and interest on outstanding bonds payable from the gross revenues of the System to the extent that monies in the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the Reserve Account shall be promptly made up from the next available revenues remaining after credits into the Bond and Interest Account. If monies in the Reserve Account are transferred to the Bond and Interest Account to pay principal and interest on outstanding bonds payable from the gross revenues of the System then this depletion of the balance in the Reserve Account shall be made up from the next available revenues after the credits into the Bond and Interest Account. Any monies in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Depreciation Fund.

Notwithstanding any other provision of this Resolution, the City may elect to satisfy all or any part of its obligation to maintain an amount in the Reserve Account at least equal to the Reserve Requirement by depositing a Reserve Policy into the Reserve Account. The Reserve Policy shall be deemed to be on deposit in the Reserve Account, and an amount equal to the maximum principal amount which could be drawn by the City under any such Reserve Policy deposited in the Reserve Account shall be included in the total amount held in, or credited to, the Reserve Account. To the extent that a Reserve Policy is on deposit in the Reserve Account, any cash on deposit in the Reserve Account shall be disbursed first and prior to drawing upon any Reserve Policy. After any such cash is disbursed, the City shall draw upon the Reserve Policy, and, if more than one Reserve Policy is available, the City shall draw on such Reserve Policies on a pro rata basis based on the relative stated amount of each such Reserve Policy. If the deposit of such Reserve Policy causes the Reserve Account to be equal to the Reserve

Requirement, moneys in the Reserve Account in excess of that needed to satisfy the Reserve Requirement shall be moved to the Depreciation Fund, subject to the satisfaction of any Reserve Policy Reimbursement Obligation from such excess as provided below. If a disbursement is made pursuant to a Reserve Policy, the City shall be obligated (but solely from the gross revenues of the System) to cure such deficiency by (i) reinstating the maximum limits of such Reserve Policy (if applicable), (ii) depositing a substitute Reserve Policy into the Reserve Account, or (iii) depositing cash into the Reserve Account, or a combination of such alternatives, so that the Reserve Account is equal to the Reserve Requirement. Amounts required to be deposited in the Reserve Account shall include any amount required to satisfy a Reserve Policy Reimbursement Obligation with respect to any Reserve Policy. The Clerk-Treasurer is hereby authorized to move the amounts in the Reserve Account to satisfy any Reserve Policy Reimbursement Obligation to the provider of the Reserve Policy.

For purposes of this Resolution, the following terms shall have the meanings set forth below:

"*Reserve Policy*" shall mean any letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument provided by a bank, insurance company, financial institution or other entity pursuant to a credit agreement with respect to all or a specific portion of the Bonds to satisfy, in whole or in part, the City's obligation to maintain the Reserve Requirement with respect thereto, but only if the long-term debt obligations of the provider of such instrument are rated (at the time of issuance of such credit instrument) in one of the two highest Rating Categories by a Rating Agency or Rating Agencies.

"*Rating Agency*" or "*Rating Agencies*" means Fitch Ratings, Standard & Poor's or Moody's Investors Service, Inc.

"*Rating Categories*" means one of the generic rating categories of the applicable Rating Agency, without regard to any refinements or gradations of such generic rating categories by numerical or other modifier.

"*Reserve Policy Reimbursement Obligation*" shall mean any obligation to reimburse the provider of a Reserve Policy for any payment made under such Reserve Policy or any related credit agreement, together with all related reasonable expenses incurred by the provider of a Reserve Policy and all other amounts which may be owing to the provider of such Reserve Policy, from time to time (including, but not limited to, fees or additional interest), under the terms of a Reserve Policy or related credit agreement.

(3) Operation and Maintenance Fund. There is hereby created a special account designated the Operation and Maintenance Fund ("OM Fund"). In the event all required monthly payments into the Sinking Fund have been met and there has been accumulated in the Sinking Fund, over and above such payments, the Reserve Requirement, then any available excess revenues of the System may be

placed into the OM Fund. Amounts so deposited may be used to pay the cost of operating and maintaining the System. No revenues of the System shall be deposited in or credited to the OM Fund which will interfere with the required monthly payments into or accumulated in the Sinking Fund. Any excess revenues in the OM Fund may be transferred to the Bond and Interest Redemption Account or the Depreciation Fund.

(4) Depreciation Fund. There is hereby created a special account designated the Depreciation Fund ("Depreciation Fund"). In the event all required monthly payments into the Sinking Fund have been met and there has been accumulated in the Sinking Fund, over and above such payments, the Reserve Requirement, and the Operation and Maintenance Fund then any available excess revenues of the System may be placed into the Depreciation Fund. Amounts so deposited may be used to pay the cost of improvements, betterments, extensions, enlargements and additions to the System. No revenues of the System shall be deposited in or credited to the Depreciation Fund which will interfere with the required monthly payments into or accumulated in the Sinking Fund.

Section 10. Sale of Bonds; Municipal Bond Insurance; Official Statement. (a) Except as provided in subsection (d), the Bonds shall be sold at public sale. Prior to the sale of any series of the Bonds at public sale, the Clerk-Treasurer shall cause to be published either (i) a notice of such sale in *The Noblesville Daily Times* two times, at least one week apart, the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell in *The Noblesville Daily Times* and the Court & Commercial Record, once each week for two weeks all in accordance with IC 5-1-11 and IC 5-3-1. The notice shall state the character and amount of the Bonds, the maximum rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Clerk-Treasurer and the attorneys employed by the City shall deem advisable, and any summary notice may contain any information deemed so advisable. The notice shall provide, among other things, that the winning bidder shall provide a good faith deposit in the form of a certified or cashier's check or a wire transfer in the amount equal to one percent (1%) of the principal amount of the Bonds by no later than 3:30 p.m. (Carmel Time) on the next business day following the award. If the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same in immediately available funds as soon as the Bonds are ready for delivery, or at the time fixed in the notice, then the good faith deposit and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default. The notice shall further provide that bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate fixed above, that such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1.00%). No conditional bids or bids for less than 99% of the face value of the Bonds will be considered.

The Bonds shall be awarded by the Clerk-Treasurer to the best bidder who has submitted its bid in accordance with the terms of this resolution, IC 5-1-11 and the notice of sale or notice of intent to sell, as the case may be. The best bidder will be the one who offers the lowest net interest cost to the City to be determined by computing the total interest on all of the Bonds to

their maturities and deducting there from the premium bid, if any, and adding thereto the discount bid, if any. The right to reject any and all bids is hereby reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher net interest cost to the City than the best bid received at the time of the advertised sale will be considered.

(b) In the event the financial advisor to the Board certifies to the City that it would be economically advantageous for the City to acquire a municipal bond insurance policy for any series of the Bonds, the Board hereby authorizes and directs the Mayor and Clerk-Treasurer to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

(c) If necessary, the distribution of an Official Statement (preliminary and final) for each series of the Bonds prepared by H. J. Umbaugh & Associates, LLP, on behalf of the City, is hereby approved and the Mayor and the Clerk-Treasurer are authorized to execute the Official Statement on behalf of the City in a form consistent with this resolution. The Mayor or the Clerk-Treasurer is hereby authorized to designate the Official Statement as “nearly final” for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

(d) Notwithstanding anything in this Resolution to the contrary and in lieu of a public sale of the Bonds pursuant to this Section, the Bonds may, in the discretion of the City, based upon the advice of the City's financial advisor, be sold either to the Indiana Bond Bank or a local public improvement bond bank established by the City pursuant to I.C. 5-1.4 (either such entity, the “Bond Bank”). In the event of such determination of sale to the Bond Bank, the Bonds shall be sold to the Bond Bank in such denomination or denominations as the Bond Bank may request, and pursuant to a qualified entity purchase agreement (the “Purchase Agreement”) between the City and the Bond Bank, hereby authorized to be entered into and executed by the Mayor on behalf of the City, subsequent to the date of the adoption of this Resolution. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Resolution, including without limitation, the interest rate or rates on the Bonds which shall not exceed the maximum rate of interest for the Bonds authorized pursuant to this Resolution. Bonds sold to either the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Indiana Code 5-1.5 or 5-1.4, as applicable, and the Purchase Agreement, including, without limitation, an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the Bonds to the Bond Bank, challenging the validity or issuance of the Bonds. In the event the City determines to sell the Bonds to the Bond Bank, the submission of an application to the Bond Bank, the entry by the City into the Purchase Agreement, and the execution and delivery of the Purchase Agreement on behalf of the City by the Mayor in accordance with this Resolution are hereby authorized, approved and ratified.

Section 11. Additional Bonds. The City, for and on behalf of the District, reserves the right to authorize and issue Parity Bonds for the purpose of financing the cost of future additions to, extensions of and improvements to the System, or to refund obligations, subject to the following conditions:

(a) The principal of and interest on all bonds payable from the gross revenues of the System shall have been paid in accordance with the terms thereof, and the amounts required to be paid into the Sinking Fund shall have been made to date in accordance with the provisions of this Resolution. The Reserve Requirement shall be satisfied for the additional Parity Bonds either at the time of delivery of the additional Parity Bonds or over a five (5) year or shorter period, in a manner which is commensurate with the requirements established in Section 9(c)(2) of this Resolution.

(b) The gross revenues of the System in the fiscal year immediately preceding the issuance of any such Parity Bonds, increased by required annual cost of living increases in rates charged under the rate ordinance for the System for subsequent years, shall be not less than one hundred twenty-five percent (125%) (or such higher amount as determined at the time of the sale of the Bonds as determined by the Clerk-Treasurer with the advice of the District's financial advisor) of the annual principal and interest requirements of the then outstanding bonds payable from the gross revenues of the System and the additional Parity Bonds proposed to be issued for each year that any Parity Bonds are scheduled to be outstanding; or, prior to the issuance of such Parity Bonds, the System rates and charges shall be increased sufficiently so that such increased rates and charges applied to the previous year's operations would have produced gross revenues of the System for such year, increased by required annual cost of living increases in rates charged under the rate ordinance for the System for subsequent years, equal to not less than one hundred twenty-five percent (125%) (or such higher amount as determined at the time of the sale of the Bonds as determined by the Clerk-Treasurer with the advice of the District's financial advisor) of the annual principal and interest requirements of the then outstanding bonds payable from the gross revenues of the System and the additional Parity Bonds proposed to be issued for each year that any Parity Bonds are scheduled to be outstanding. For purposes of this subsection, the records of the System shall be analyzed and all showings shall be prepared by a certified public accountant employed by the City for that purpose.

(c) The principal of, or mandatory sinking fund redemption dates for, the additional Parity Bonds shall be payable semiannually on January 1 and July 1 and interest on the additional Parity Bonds shall be payable semiannually on January 1 and July 1.

(d) Parity Bonds may also be issued to refund less than all of the then outstanding bonds issued pursuant to this Resolution or ranking on a parity therewith, but any such refunding bonds shall be subject to the conditions in this section unless the bonds being refunded mature within three (3) months of the date of such refunding and no other funds are available to pay such maturing bonds. In computing the maximum annual interest and principal requirements pursuant to subsection (b), the interest on and principal of the refunding bonds shall be substituted for the interest on and principal of the bonds being refunded.

Section 12. Further Covenants. For the purpose of further safeguarding the interests of the owners of the Bonds, it is specifically provided as follows:

(a) So long as any of the Bonds are outstanding, the City and the District shall at all times maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost.

(b) So long as any of the Bonds are outstanding, the City or the District shall acquire and maintain insurance on the insurable parts of the system, of a kind and in an amount such as is usually carried by private corporations engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State. As an alternative to maintaining such insurance the City may maintain a self-insurance program with catastrophic or similar coverage so long as such program meets the requirements of any applicable laws or regulations and is maintained in a manner consistent with programs maintained by similarly situated municipalities. All insurance or self-insurance proceeds or condemnation proceeds shall be used in replacing or restoring the System or shall be deposited in the Sinking Fund.

(c) So long as any of the Bonds are outstanding, neither the City nor the District shall mortgage, pledge or otherwise encumber the property and plant of the System or any portion thereof or any interest therein. Neither the City nor the District shall sell, lease or otherwise dispose of any part of the System, except for such machinery, equipment or other property as may be replaced or shall no longer be necessary for use in connection with the System.

(d) Except as otherwise specifically provided in Section 11 hereof, so long as any of the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the System shall be authorized, executed, or issued by the City or the District, except those as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless the Bonds are redeemed or defeased coincidentally with the delivery of such additional bonds or other obligations.

(e) The provisions of this Resolution shall constitute a contract by the City and the District with the owners of the Bonds, all the terms of which shall be enforceable by any holder of the Bonds by any and all appropriate proceedings in law or in equity. After the issuance of the Bonds, this Resolution shall not be repealed, amended or modified in any respect which will adversely affect the rights or interests of the owners of the Bonds, nor shall the Board or any other body of the City adopt any law, Resolution or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds remain outstanding.

(f) The provisions of this Resolution shall be construed to create a trust in the proceeds of the sale of the Bonds for the uses and purposes set forth herein, and the owners of the Bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this Resolution and the Act. The provisions of this Resolution shall also be construed to create a trust in the portion of the revenues herein directed to be set apart and paid into the Sinking Fund or the Depreciation Fund for the uses and purposes of such Funds as set forth in this Resolution. The owners of the Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the Act, including the right to have a receiver appointed to administer the System, in the event of default in the payment of the principal of or interest on any of the Bonds. Upon the appointment of such receiver, the receiver may: (i) charge and collect rates sufficient to provide for the payment of the expenses of the operation, repair and

maintenance of the System and debt service as provided in the next following clause (ii); (ii) pay the principal of, premium, if any, and interest on any bonds payable from gross revenues of the System; and (iii) apply the gross revenues of the System in conformity with the Act and this Resolution. In addition, any owner of the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Resolution in connection with any action or duty to be performed by the City, the Board, the District or any officer of the City or the District, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System.

(g) In addition, any owner of the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Resolution in connection with any action or duty to be performed by the City, the Board, the District or any officer of the City or the District, including the making and collecting of reasonable and sufficient charges and rates for services provided by the System as described in this Resolution.

(h) None of the provisions of this Resolution shall be construed as requiring the expenditure of any funds of the City derived from any source other than the proceeds of the Bonds or the operations of the System.

Section 13. Amendments. Subject to the terms and-provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this resolution and then outstanding shall have the right from time to time, anything contained in this resolution to the contrary notwithstanding, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the Board for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on, or any mandatory sinking fund redemption date for, any Bond issued pursuant to this resolution; or

(b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or

(c) A preference or priority of any Bond or Bonds issued pursuant to this resolution over any other Bond or Bonds issued pursuant to the provisions of this resolution; or

(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of

its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

No owner of any Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the District, the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the District and all owners of Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the District and of the owners of the Bonds, and the terms and provisions of the Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds; or

(c) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the Bonds; or

(d) To obtain or maintain bond insurance with respect to the Bonds; or

(e) To provide for the current refunding or advance refunding of the Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, would not adversely affect the rights of the owners of the Bonds.

Section 14. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as in effect on the date of delivery of the Bonds (the "Code") and as an inducement to purchasers of the Bonds, the Board represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the City, the District or another state or local governmental unit, will use more than 10% of the proceeds of the Bonds or property financed or refinanced by the proceeds other than as a member of the general public. No person or entity other than the City, the District, or another state or local governmental unit will own property financed or refinanced by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management, service or incentive payment contract, an arrangement including a take-or-pay or other type of output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City enters into a management contract for all or a portion of the Project, the terms of the contract will comply with the Regulations and IRS Revenue Procedure 97-13, as amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations unless such use in the aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 10% of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, this Resolution or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the Board) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond proceeds will be loaned to any entity or person other than another state or local governmental unit. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(d) The Board reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds.

(e) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds

of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The Board will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will the City or the District act in any other manner which would adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The City and the District covenant and agree not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) All officers, members, employees and agents of the Board and the City are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Board as of the date the Bonds are issued and to enter into covenants on behalf of the Board evidencing the Board's commitments made herein. In particular, all or any members or officers of the Board or officers of the City are authorized to certify and enter into covenants for the District regarding the facts and circumstances and reasonable expectations of the Board on the date the Bonds are issued and the commitments made by the Board herein regarding the amount and use of the proceeds of the Bonds.

(h) The Board represents that, to the extent necessary, it will rebate all arbitrage profits to the United States of America in accordance with the Code.

(i) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

Section 15. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this resolution, the covenants and authorizations contained in this resolution (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the Board receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 16. Pledge of Gross Revenues to the Bonds. The Bonds and any Parity Bonds issued in accordance with the restrictions imposed by this Resolution, as to both principal and interest, shall be payable from and secured by an irrevocable pledge of and shall constitute a first charge upon the gross revenues of the System. The District shall not be obligated to pay the principal of and interest on the Bonds, except from the gross revenues of the System (except to the extent payable from the proceeds of the Bonds), and the Bonds shall not constitute an indebtedness of the City or the District within the meaning of the provisions and limitations of the constitution of the State.

Section 18. Continuing Disclosure. If deemed necessary to comply with federal securities laws, the President of the Board, the Mayor or the Clerk-Treasurer is hereby authorized to execute and deliver a Continuing Disclosure Undertaking Agreement upon delivery of the

Bonds. Notwithstanding any other provision of this resolution, failure of the Board to comply with the Continuing Disclosure Undertaking Agreement shall not be considered an event of default under the Bonds or this resolution.

Section 19. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 20. Other Action. The appropriate officers are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Resolution. These actions include obtaining a rating, bond insurance or any other form of credit enhancement for the Bonds if economically feasible and desirable and with the favorable recommendation of the financial advisors to the City. In addition, the appropriate officers of the Board are hereby authorized and directed to take any other action deemed necessary or advisable in order to effectuate the acquisition, construction and equipping of the Project, the issuance of the Bonds, or any other purposes of this Resolution.

Section 21. Repeal of Conflicting Provisions. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed or amended.

Section 22. Effective Date. This resolution shall be in full force and effect immediately upon its passage and signing.

PASSED by the Board of Public Works and Safety, acting as governing body of the Department of Storm Water Management for the City of Carmel, Indiana, this ___ day of February, 2016, by a vote of _____ ayes and _____ nays.

BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA

_____
James Brainard, Presiding Officer

_____
Mary Ann Burke, Member

_____
Lori S. Watson, Member

Prepared by: Bruce D. Donaldson, Esq.
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

EXHIBIT A

The Project consists of all or any portion of (a) certain improvements to the storm water system of the District, including, without limitation, the design, inspection, construction, renovation, replacement, improvement and/or equipping of certain storm water sewers, drainage improvements, culverts, structures, detention swales and ponds in the District, together with any sidewalk, drainage, streetscaping, landscaping and/or other improvements related thereto; (b) the acquisition of any land or right-of-way necessary therefor; and (c) all utility relocation, acquisition, design, inspection, construction, demolition, renovation, remediation, improvement, excavation, site work preparation and/or equipping projects related to the projects described in clauses (a) and (b) and any and all costs related thereto (clauses (a) through and including (c), collectively, the "Project"). The estimated costs of the Project are set forth below:

Project Components	**Estimated Cost**
Road Reconstructed Storm Sewers	$18,000,000
Small Structure Replacement Program	$12,000,000
Regional Detention	$4,500,000
Small Structure and Culvert Lining	$2,000,000
Rangeline Road Drainage Improvements	$500,000
Foster Estates Detention	$400,000
Subdivision Drainage Improvements (Jordan Woodlands, Concord Village, Carmel Meadows, Harrowgate, Cedar Pointe, Green Tree Estates, Crooked Stick and Crooked Stick West, Wilson Village, Carmel View, Village of Mount Carmel, Ironwood)	$4,000,000
Old Town Drainage Improvements	$600,000
Total Estimated Cost =	$42,000,000

DMS 3522128v4

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Tom Small
201 Cottonwood Dr. Anderson, IN 46012

2. **Title or Position With Governmental Entity:** EMS Chief

3. a. **Governmental Entity:** Carmel Fire Dept.

   b. **County:** Hamilton

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

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

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

5. **Name(s) of Contractor(s) or Vendor(s):** Penn Care Medical

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

No Contract - Son is sales person for Penn Care Medical Supplies. CFD buys supplies for EMS.

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

Son works for Company but I do not benefit financially, son lives on his own.

(Attach extra pages if additional space is needed)

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

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

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

_____	_____
Date Submitted	Date of Action on Contract or Purchase

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

Signed: _____
(Signature of Public Servant)

Date: _____

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict or interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, step-child, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and address of public servant submitting statement: Gregory A. Webb
951 Air Ln Greenfield, IN 46140

2. Title or position with governmental entity: Engineer with Fire Dept.

3. a) Governmental Entity: City of Carmel

   b) County: Hamilton

4. This statement is submitted (check one):

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

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

5. Name(s) of contractor(s) or vendor(s): Webb Effects, LLC

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

Vinyl Lettering and Graphics

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

Owner / Operator

{Attach extra page(s) if additional space is needed}

8. Approval of appointing officer of body: To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.

I (we) being the _____ of _____
{Title of Officer or Name of Governing body} {Name of Governmental Entity}

and having the power to appoint the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official	Office

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

1/19/16
Date Submitted

_____
Date of Action on Contract or Purchase

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

Signed: _____ Date: 1/19/16
Signature of Public Servant

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2738 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

APPROVED JAO

ASSIGNMENT AND CONVEYANCE OF MONITORING WELL AGREEMENT

THIS ASSIGNMENT AND CONVEYANCE OF MONITORING WELL AGREEMENT ("**Agreement**"), is entered into effective as of the _____day of _____, 2015 ("**Effective Date**"), by and between **City of Carmel** ("**City**") and **J.R. Farmer Finance- SC, LLC as assignee of Estridge Investment Co, LLP** ("**Farmer**").

WITNESSETH THAT:

WHEREAS, Farmer purchased property in Hamilton County by Special Warranty Deed dated July 19, 2012 and recorded August 2, 2012, in the office of the Recorder of Hamilton County ("**Farmer's Property**") and Farmer is remediating such property known as the former Carmel Laundromat, Indiana Department of Environmental Management ("IDEM") VRP#600604.

WHEREAS, the City has been involved in certain environmental and remediation activities on property adjacent to Farmer's Property known as the Former Price Marathon site under the IDEM State Clean-up #200009506 and Facility Identification Number 22874 ("**City's Property**").

WHEREAS, certain monitoring wells were installed on Farmer's Property in connection with the City's environmental and remediation activities at the City's Property.

WHEREAS, the City has received a No Further Action ("NFA") letter from IDEM dated September 2015, in regards to the City's Property. Whereas the NFA letter requires that the monitoring wells on both the City's Property and Farmer's Property be permanently abandoned in accordance with 312 IAC 13-10-2 and applicable regulations

WHEREAS, Farmer wishes to utilize a certain monitoring well located on Farmer's Property which is more particularly identified as MW-11 on the attached Exhibit "A" which is made a part hereof ("**Monitoring Well 11**") instead of the City abandoning such monitoring well. It is Farmer's intention to utilize such Monitoring Well 11 as part of its own environmental and remediation activities on the Farmer's Property.

WHEREAS, the City desires to assign and transfer Monitoring Well 11 to Farmer, and Farmer desires to acquire Monitoring Well 11 from the City.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) **ASSIGNMENT AND TRANSFER OF MONITORING WELL 11.** The City hereby assigns, conveys, grants & transfers to Farmer all of the City's right, title and interest in and to Monitoring Well 11 (and any fixtures, supports, or equipment attached thereto), including, without limitation, all the rights, responsibilities, obligations, and remedies that arise from and through such monitoring well.

2) **ACCEPTANCE OF THE CITY'S RESPONSIBILITIES AND DUTIES.** Farmer hereby accepts and assumes all the City's responsibilities, risks, liabilities, duties, maintenance and care that arise from Monitoring Well 11 from and after the Effective Date. **Farmer acknowledges and agrees that Monitoring Well 11 is being acquired, conveyed to, and accepted by Farmer in its present condition, on an "as is" and "where is" basis, with all faults, and that the City makes no warranties, either express or implied, as to any matter whatsoever, including without limitation, the condition of Monitoring Well 11, its merchantability or its fitness for a particular purpose.**

3) **INDEMNITY. Farmer hereby agrees to indemnify, defend and hold the City harmless to the**

fullest extent permitted by law, from and against all liabilities, suits, judgments, costs, losses, damages, lawsuits, claims, expenses, actions, obligations, cause of actions, penalties or losses (including, without limitation, attorneys' fees, legal expenses, consultants' fees, expert fees and court costs) arising directly or indirectly out of, in connection with, or relating to Monitoring Well 11 (collectively "claims"), provided said claims accrued prior to the Effective Date of this agreement. Farmer hereby releases, waives, and forever discharges the City, from any and all claims that arise after the Effective Date of this agreement.

4) **INTERPRETATION.** This Agreement shall inure to the benefit of, and shall be binding upon, the respective legal representatives, successors, and assigns of each of the parties. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect. In the event that ambiguity exists or is deemed to exist in any provisions of this Agreement, said ambiguity is not to be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, not including the choice of law rules thereof, and each party hereto by execution of this Agreement, consents to the exercise of jurisdiction over any matter arising in connection with this Agreement in the Superior Court of Hamilton County, State of Indiana. In the event of any legal action or claim between the parties hereto involving this Agreement or the respective rights of the parties hereunder, the party who does not prevail in such shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred by the prevailing party. As used herein the term 'prevailing party' shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. The recitals set forth in the above preamble are incorporated herein by this reference and made a part of this Agreement. As used in this Agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender. Except as stated herein otherwise, this instrument is the final agreement, contains the entire, complete and exclusive agreement between the parties concerning this subject, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties. This provision, and each and every other provision of this Agreement may not under any circumstances be modified, changed, amended or provisions hereunder waived verbally, but may only be modified, changed, amended or waived by an agreement in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Assignment, Bill of Sale, and Conveyance of Monitoring Well Agreement effective as of the date first above written.

CITY OF CARMEL	**J.R. FARMER FINANCE-SC, LLC, as assignee of Estridge Investment Co, LLP**
By:_____	By: [signature]
Printed Name:_____	Printed Name: James R. Farmer
Title:_____	Title: Owner
"City"	**"Farmer"**

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

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

BY:

_____
James Brainard, Presiding Officer
Date: _____

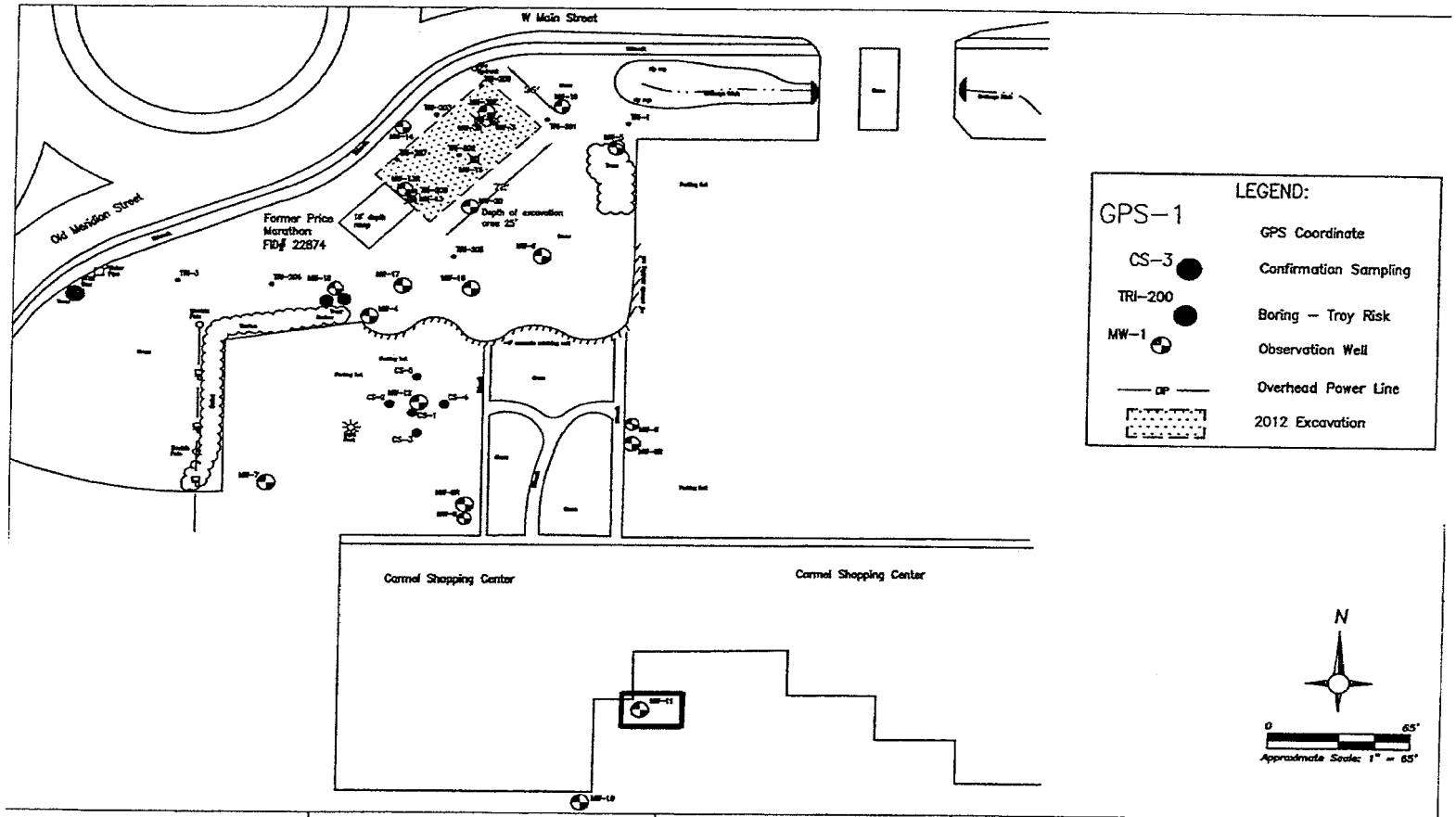
_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

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

EXHIBIT "A"
TO THE ASSIGNMENT, BILL OF SALE, AND CONVEYANCE OF MONITORING WELL
BY AND BETWEEN
CITY OF CARMEL AND J.R. FARMER FINANCE-SC, LLC



NOTES:					
Site map adapted from the Troy Risk, Inc. maps dated 4/27/2010 and the aerial photographs from 2005 and 2009 obtainted from the Indiana Spatial Data Portal at Indiana University, Bloomington, Indiana. <http://www.indiana.edu-gisdata>.	Former Price Marathon 12999 Old Meridian Road Carmel, Indiana FID# 22874	Plan of Site with Boring and Observation Well Locations	Active ENVIRONMENTAL SERVICES, INC.	3906 West 86th Street Indianapolis, Indiana 46268 www.active--environmental.com (317) 871-8560	
			Modified By: AES 4/7/15	Project Number 6798	Plate Number 1

FUNDING AGREEMENT

GRANT NO: **HCCDBG-15-15**

City of Carmel
Auman Newark Neighborhood Improvements-Phase III

FY2015

APPROVED DCH

This Agreement is entered into as of the date indicated in the Time of Performance by and between the Board of County Commissioners, Hamilton County, Indiana (County), and the Subrecipient i.e. that is, **The City of Carmel** executing this Agreement.

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended (called "The Act"), the Subrecipient has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, the Subrecipient has entered into a Cooperation Agreement with the County for the purpose of making application for Community Development Block Grant funds; and

WHEREAS, the County is a grantee of funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," responsible for the development, implementation, administration, and evaluation of HUD's Community Development Block Grant program, hereinafter referred to as "CDBG", in Hamilton County, exclusive of the towns of Arcadia, Atlanta, and Sheridan; and

WHEREAS, by Resolution, the Board of Hamilton County Commissioners approved allocations for its **FY 2015** CDBG program and published a Final Statement of Activities and List of Projects; and

WHEREAS, It is necessary that the County and the Subrecipient enter into an Agreement for the implementation of approved projects; and

WHEREAS, the Cooperation Agreement between the County and the Subrecipient permits the County to implement projects located within the boundaries of the Subrecipient.

NOW, THEREFORE, the parties do hereto mutually agree as follows:

1. CONTRACT WITH SUBRECIPIENT: The County hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to perform the services hereinafter set forth in connection with the County CDBG program under a grant and contract from U.S. HUD and to be subject to the terms and conditions of said grant to the County by HUD and in conformity with all applicable federal, state, and local laws to which Subrecipient and its employees are subject.

2. SCOPE OF SERVICES: The Subrecipient hereby agrees to use CDBG program funds for the purpose of implementing the activity described in Attachment I- Work Program which is attached hereto and made a part hereof as if fully rewritten. Changes to Attachment I - Work Program, may be requested from time to time by either the County or the Subrecipient, and shall be incorporated in written amendments to this Agreement.

The Subrecipient further agrees to comply with all the uniform administrative requirements described in 24 CFR Section 570.502.

A. Restriction on Disbursements:

1) No money shall be disbursed from the County to Subrecipient if County has determined that Subrecipient and its Contractor(s) are not in compliance with applicable U.S. HUD and County Accounting, Fiscal, Environmental, EEO and Federal Labor requirements.

2) No money shall be disbursed from the Subrecipient to Contractor unless the Contractor has met all requirements under the County CDBG Program or applicable Federal, State, and Local law.

B. Documents of Costs: All costs shall be recorded by budget line items and be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Final Payment: Prior to processing a final payment, a Final Inspection form must be signed by a designated community official, and/or county engineer/consulting engineer/architect or inspector and a representative of the Noblesville Housing Authority.

7. EXCESS FUNDS: Any and all unspent excess funds will be returned back to the County and may only be expended for eligible CDBG activities as identified in HUD implementing regulation 570.200 - Basic Eligible Activities, in accordance with Section 105 of Title V of the Housing Community Development Act of 1987.

8. PROGRAM INCOME: The Subrecipient must inform the County of any program income generated by spending CDBG funds. Said program income must be returned to the County.

The County has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the participating unit as may be needed for this purpose.

In the event of close-out or change in status of the participating unit, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

9. ACKNOWLEDGEMENT OF HAMILTON COUNTY: The Subrecipient will acknowledge the Hamilton County Commissioners in all meetings and in publicity settings through any of the news media, newsletters and flyers or in lecture or information speeches by Subrecipient officers or program staff. The Subrecipient shall state on all letterhead, flyers, signs, displays, and newsletters that they are a Subrecipient of the County.

10. RECORDS TO BE MAINTAINED/AUDITS/ACCESS TO RECORDS: The Subrecipient agrees and understands that the expense of performing inspections and audits required by HUD are part of the project costs. It will give HUD and the Controller General or any authorized representatives access to and the right to examine and copy all records, books, papers, or documents related to the grant, and it will maintain such records, books, papers or documents for three (3) years after the close of the Project.

from or who has not demonstrated eligibility for government Contracts and federally-assisted construction contracts pursuant to the executive Order 11246, and will carry out such sanctions and penalties for violations of the Equal Opportunity Clause as may be imposed upon Contractors and subcontractors by the Department of Labor pursuant to part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, HUD may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant or loan guarantee, refrain from extending any further assistance to the Subrecipient under the program with respect to which failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and render the case to the Department of Justice for appropriate legal proceedings.

15. INDEMNIFICATION: Subrecipient agrees to protect, defend, indemnify and save harmless the County from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature including but not limited to claims for contributions and/or indemnification for injuries to or death of any person or persons, caused by, in connection with or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify and save harmless as set forth in this paragraph, shall include any and all attorney's fees incurred by the County, in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorney's fees and investigation expenses incurred by County in enforcing and/or obtaining compliance with the provisions of this paragraph.

    Subrecipient further agrees to protect, defend, indemnify and save harmless the County from any claims against or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of Subrecipient or of any licensees, Contractors or Subcontractors of Subrecipient.

    Subrecipient will reimburse the County for any judgments that may be obtained against the County resulting from the work hereunder or the use of any work product of the Subrecipient including judgments for infringement of patent or copyright rights. Subrecipient agrees to defend against any such claims if legal actions of called upon by the County to do so.

16. TERMINATION FOR CAUSE: The County may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the Subrecipient:

    A. Violates any provision of this Agreement;

    B. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended;

    C. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement; or

    D. Fails to complete the project in a timely manner.

    Not withstanding the above, the Subrecipient shall not be relieved of liability to the County for damage sustained by the County by virtue of any breach of the Contract by the Subrecipient and the County may withhold any payments to the Subrecipient for this purpose until such time as the exact amount of damages due the County from the

E. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to assure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.

F. Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701 u) as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

1.) Compliance: The work to be performed under this contract is a project assisted under a program providing CDBG financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u). Section 3 requires that to the greatest extend feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

2.) Further Training Opportunities: The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

3.) Notifications: The Sub recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4.) Subcontracts: The Sub recipient will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided them with a preliminary statement of ability to comply with the requirements of these regulations.

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

D. Lobbying Certification - (Paragraph d)
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

25. RELIGIOUS ORGANIZATION: The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

26. ACQUISITION/RELOCATIONS: If projects involve the acquisition of real property, they are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (PL 91-646) and applicable HUD regulations (24 CFR Part 42) to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property for an activity assisted under the Housing and Community Development program. Affected persons shall be informed of the policies and procedures of the relocation program.

If projects involve the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under the County's CDBG program, they are subject to a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and provided that the Sub recipient, Hamilton County and the U.S. are beneficiaries of and entitled to enforce such covenant.

The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating unit of local government:

A. The Sub recipient will notify the County as soon as it knows of any modifications or changes in the use of the real property from that planned at the time of acquisition or improvement including disposition;

B. The Subrecipient will be required to reimburse the County in the full amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations.

27. AMENDMENTS: The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement. Amendments or changes orders increasing total costs may or may not receive additional CDBG funds based upon availability.

ALL OF WHICH IS RESOLVED by the Board of Commissioners of Hamilton County on this 8th day of February, 2015.

BOARD OF COMMISSIONERS OF
HAMILTON COUNTY

_____
Christine Altman

_____
Steven C. Dillinger

_____
Mark Heirbrandt

ATTEST:

_____
Dawn Coverdale, Auditor

SUBRECIPIENT

CITY OF CARMEL

IN WITNESS WEREOF, 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

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Marry Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Christine Pauley, IAMC, Clerk-Treasurer
Date: _____

ATTACHMENT II - WORK PROGRAM BUDGET

CITY OF CARMEL
Auman and Newark Neighborhood Improvements-Phase III

[HCCDBG-15-15]

A total of **$283,326.00** was approved for the **City of Carmel** Auman and Newark Neighborhood Improvements-Phase III in Hamilton County's CDBG program for fiscal year **2013, 2014, and 2015.**

All architecture and engineering/inspection costs are the responsibility of the local community. This grant covers construction costs only.

The **selected contractor's bid** shows the total construction costs to be **$594,335.00.** Based on this **bid,** CDBG funds will cover 100**%** of the actual cost. Upon completion of the project any unused funds will be returned to the County's CDBG program for future eligible CDBG projects implemented by the city of Noblesville.

Estimated Construction costs[1]:

Hamilton County CDBG Funds	**$283,326.00**	**48%**
Subrecipient, Local Match	**$311,009.00**	**52%**
Total Cost	**$594,335.00**	**100%**

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 15, 2016

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

RE: GRANNAN GROVE SUBDIVISION

Dear Board Members:

Mr. Brett Huff, Stoeppelwerth and Associates, Inc., has requested the Secondary Plat of Grannan Grove be placed on the Board of Public Works and Safety agenda for approval and signatures.

The re-plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering. Required bonding per City Ordinance has been submitted.

Therefore, I recommend the Board approve and sign this Secondary Plat for Grannan Grove.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: GRANNAN GROVE SECONDARY PLAT MYLAR

S:\BPW16\RECORDPLAT\GRANNANGROVE.DOC

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

STOEPPELWERTH
ALWAYS ON

ofc: 317.849.5935
fax: 317.849.5942

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

January 13, 2016

Carmel Department of Engineering
One Civic Square, 1st Floor
Carmel, Indiana 46032

Attention: David Barnes

Re: Grannan Grove

Dear Mr. Barnes;

On behalf of the developer Grannan Grove Developer, LLC, I would like to request that the plat for Grannan Grove be placed on the agenda for the next Board of Public Works meeting (January 20, 2016).

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

Thank you,

STOEPPELWERTH & ASSOCIATES, INC.

Brett A. Huff

Cc: Ed Fleming

BAH/meb
S:\69450PLA-S1\Blue_Book\Agency_Correspondence\CarmelEngineeringBarnes01-13-16.doc

Surveyed and Prepared by:
Dennis D. Olmstead
Stoeppelwerth & Associates, Inc.
7965 East 106th Street
Fishers, Indiana 46038
Phone: (317) 849-5935

Owner/Subdivider
Grannan Grove Development, LLC
9757 Westpoint Drive, Suite 600
Indianapolis, Indiana 46256
Contact: Paul Rioux
Submission Date: 11/21/2014
Source of Title:
Limited Warranty Deed – Instr. No. 2015001018

Carmel/Clay Plan Commision Nos.
Primary Plat Docket No. 14060017 Z
Secondary Plat Docket No. 14110008 SP

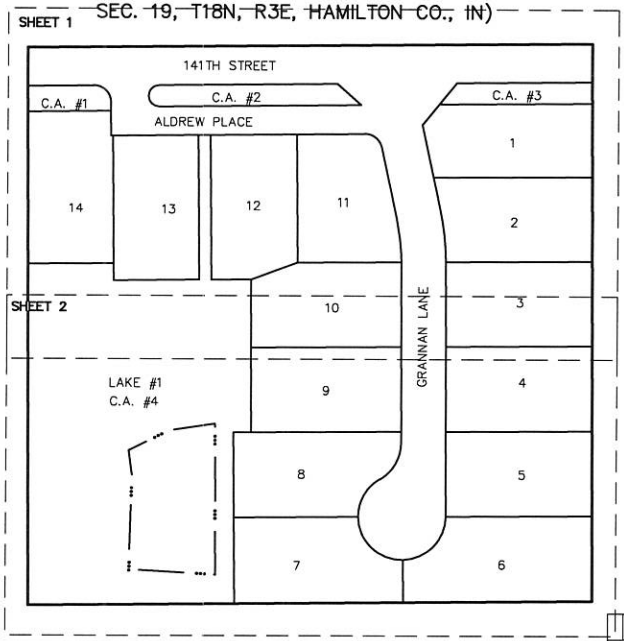
Zoning: PUD Ordinance Z-595-14
Side Yard Min.=10' Min./20' Min. Aggregate
Rear Yard Min.= 20' Min.
25' Min. Front Building Line
Max Lot Coverage = 35%

ARCHITECTURAL STANDARDS: PLEASE REFER TO SECTION 4.7 OF THE GRANNAN GROVE PUD ORDINANCE Z-595-14

GRANNAN GROVE

FINAL PLAT

(PART OF THE NE. 1/4, OF THE SE. 1/4
SEC. 19, T18N, R3E, HAMILTON CO., IN)



SUBDIVISION MONUMENTATION

AN AFFIDAVIT, CROSS-REFERENCED TO THIS RECORDED PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED. PER STANDARDS SET FORTH IN TITLE 865 IAC 1-12-18 SUBSECTION (b)(1)(2). THE INSTALLATION OF BELOW MENTIONED MONUMENTS MAY BE DELAYED FOR UP TO TWO YEARS FROM RECORDATION OF PLAT.

A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008" SHALL BE SET AT ALL LOT OR PARCEL CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.

○ DENOTES A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008".

□ DENOTES A 4"x4"x36" LONG PRECAST CONCRETE MONUMENT WITH A CROSS CAST IN THE TOP, SET FLUSH WITH THE FINISH GRADE.

• DENOTES A STREET CENTERLINE MONUMENT. EITHER A "COPPERWELD", A 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP, SET FLUSH WITH THE FINISHED SURFACE COAT OR A 2" MAG NAIL, TEMPORARILY SET FLUSH WITH THE INTERMEDIATE COAT (BINDER).

LEGEND

25	LOT NUMBER
D.U.&S.S.E.	DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
D.&U.E.	DRAINAGE & UTILITY EASEMENT
B.L.	BUILDING LINE
L.M.A.E.	LANDSCAPE, MAINTENANCE ACCESS EASEMENT
R/W	RIGHT OF WAY
C.A.	COMMON AREA
R.D.E.	REGULATED DRAINAGE EASEMENT(SEE NOTE BELOW)
N.A.E.	NON ACCESS EASEMENT
B.M.P.E.	BEST MANAGEMENT PRACTICE ESMT. (WATER QUALITY)
T.O.B.B.S.L	TOP OF BANK BUILDING SETBACK LINE
12759	LOT ADDRESS

STORMWATER MANAGEMENT BMPS ARE CONTROL MEASURES TAKEN TO MITIGATE CHANGES TO BOTH QUANTITY AND QUALITY OF URBAN RUNOFF CAUSED THROUGH CHANGES TO LAND USE. GENERALLY BMPS FOCUS ON WATER QUALITY PROBLEMS CAUSED BY INCREASED IMPERVIOUS SURFACES FROM LAND DEVELOPMENT.

FLOOD STATEMENT
This is to certify that NO portion of the property is located within a Special Flood Hazard Area (Zone AE) as said property plots by scale on Community Panel No. 18057C 0205F of the Flood Insurance Rate Maps dated February 19, 2003.

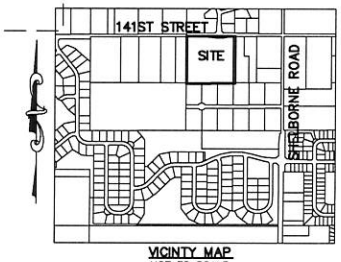
Note:
See the Approved Construction Plans, Sheet C201 for the extent of the storm water overflow routing and definitions for minimum flood protection grade and lowest adjacent grade.

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD	DELTA
C1	31.42'	20.00'	20.00'	S45°35'53"E	28.28'	90°00'00"
C2	39.27'	12.50'	4594291.38'	N0°35'54"W	25.00'	179°59'59"
C3	27.42'	20.00'	16.35'	N51°19'29"W	25.32'	78°32'49"
C4	52.68'	274.00'	26.42'	N6°32'36"W	52.60'	11°00'56"
C5	3.34'	274.00'	1.67'	N0°41'13"W	3.34'	0°41'51"
C6	52.07'	50.00'	28.68'	N29°29'52"E	49.75'	59°40'19"
C7	53.30'	51.00'	29.37'	N29°23'43"E	50.91'	59°52'37"
C8	81.11'	51.00'	52.01'	N46°06'23"W	917.49'	91°07'36"
C9	78.74'	51.00'	49.65'	S44°05'54"W	917.36'	88°27'49"
C10	3.34'	326.00'	1.67'	S0°37'53"E	3.34'	0°35'10"
C11	63.31'	326.00'	31.75'	S6°29'16"E	63.21'	11°07'36"

Curve Table: Alignments

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C13	200.00'	39.98'	20.06'	39.91'	S6°19'29"E	11°27'11"
C14	300.00'	61.33'	30.77'	61.22'	S6°11'41"E	11°42'47"
C12	16.00'	25.13'	16.00'	22.63'	S45°35'53"E	90°00'00"



VICINTY MAP
NOT TO SCALE

Dennis D. Olmstead
Registered Land Surveyor
No. 900012

DENNIS D. OLMSTEAD
REGISTERED
No.
900012
STATE OF
INDIANA
LAND SURVEYOR

JOB No. 69450PLA-S1
SHEET 1 OF 4

Surveyed and Prepared by:
Dennis D. Olmstead
Stoeppelwerth & Associates, Inc.
7965 East 106th Street
Fishers, Indiana 46038
Phone: (317) 849-5935

Owner/Subdivider
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GRANNAN GROVE

FINAL PLAT

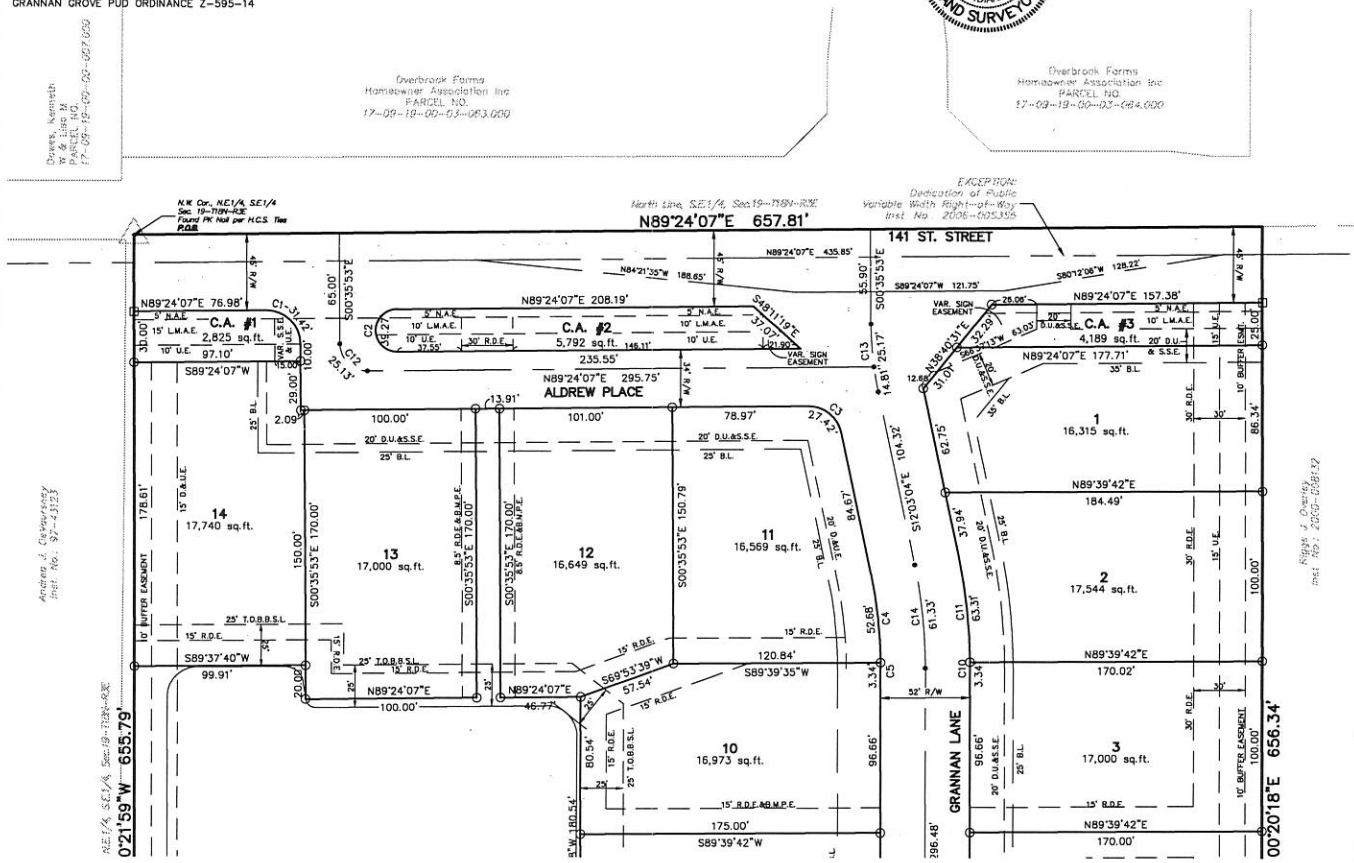
(PART OF THE NE. 1/4, OF THE SE. 1/4
SEC. 19, T18N, R3E, HAMILTON CO., IN)

GRAPHIC SCALE
50 0 25 50
1 INCH = 50 FT.

NOTE: PLEASE REFER TO PAGE ONE FOR GENERAL NOTES, THE LEGEND, THE CURVE TABLE, AND THE DEFINITIONS OF SYMBOLS AND ABBREVIATIONS.

Dennis D. Olmstead
Registered Land Surveyor
No. 900012

DENNIS D. OLMSTEAD
REGISTERED
No. 900012
STATE OF INDIANA
LAND SURVEYOR



JOB No. 69450PLA-S1
SHEET 2 OF 4

Surveyed and Prepared by:
Dennis D. Olmstead
Stoeppelwerth & Associates, Inc.
7965 East 106th Street
Fishers, Indiana 46038
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Owner/Subdivider
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Dennis D. Olmstead
Registered Land Surveyor
No. 900012

DENNIS D. OLMSTEAD REGISTERED No. 900012 STATE OF INDIANA LAND SURVEYOR

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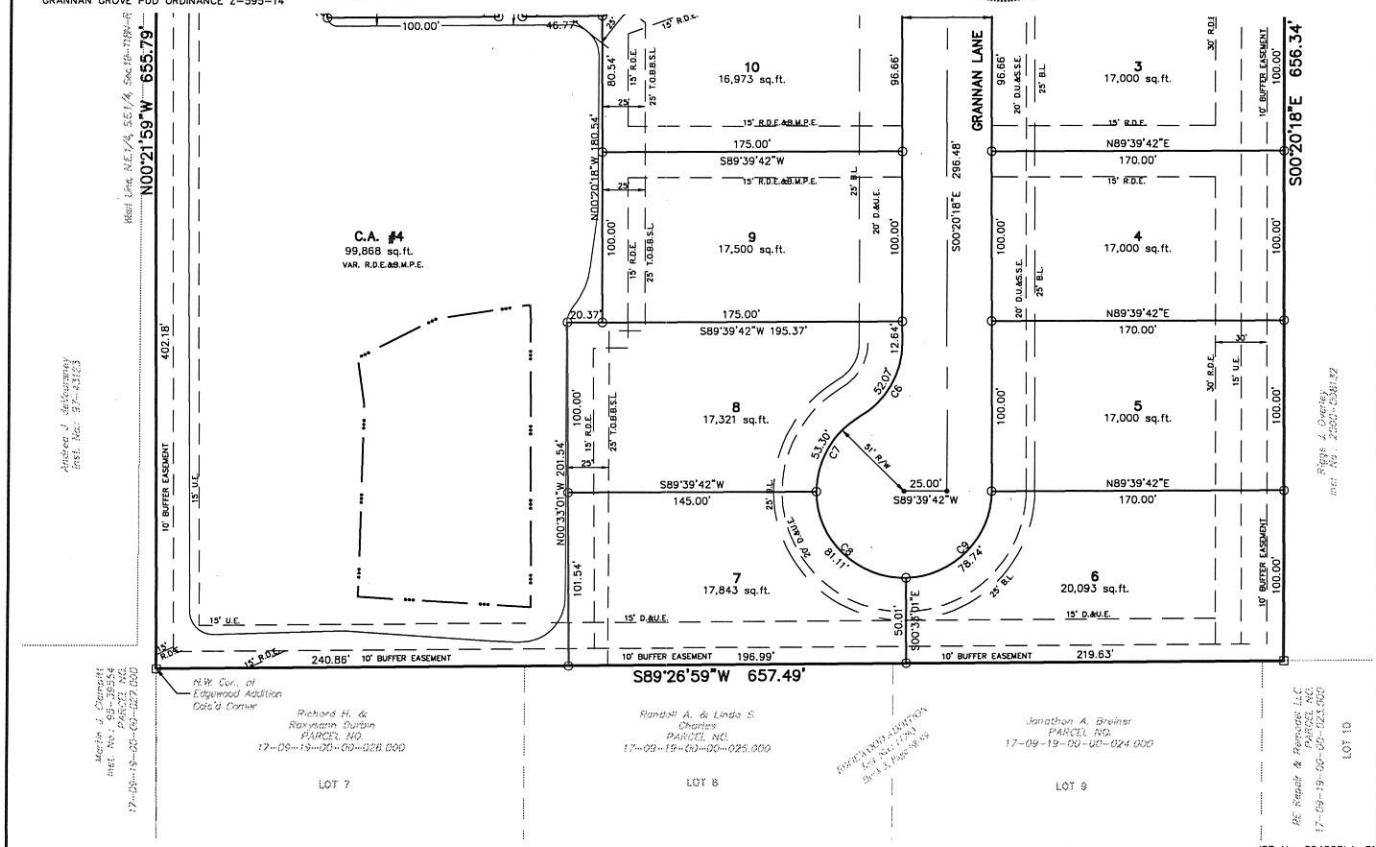


JOB No. 69450PLA-S1
SHEET 3 OF 4

GRANNAN GROVE

FINAL PLAT

(PART OF THE NE. 1/4, OF THE SE. 1/4
SEC. 19, T18N, R3E, HAMILTON CO., IN)

Surveyed and Prepared by:
Dennis D. Olmstead
Stoeppelwerth & Associates, Inc.
7965 East 106th Street
Fishers, Indiana 46038
Phone: (317) 849-5935

Owner/Subdivider
Grannan Grove Development, LLC
9757 Westpoint Drive, Suite 600
Indianapolis, Indiana 46256
Contact: Paul Rioux
Submission Date: 11/21/2014
Source of Title:
Limited Warranty Deed – Instr. No. 2015001018

Carmel/Clay Plan Commision Nos.
Primary Plat Docket No. 14060017 Z
Secondary Plat Docket No. 14110008 SP

Zoning: PUD Ordinance Z-595-14
Side Yard Min.=10' Min./20' Min. Aggregate
Rear Yard Min.= 20' Min.
25' Min. Front Building Line
Max Lot Coverage = 35%

ARCHITECTURAL STANDARDS: PLEASE REFER TO SECTION 4.7 OF THE GRANNAN GROVE PUD ORDINANCE Z-595-14

GRANNAN GROVE

A part of the Southeast quarter of Section 19, Township 18 North, Range 3 East, in Clay Township, Hamilton County, Indiana more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Southeast quarter; thence North 89 degrees 24 minutes 07 seconds East 657.81 feet along the North line of said Southeast quarter; thence South 00 degrees 20 minutes 18 seconds East 656.34 feet to the North line of Edgewood Addition, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 11263, Book 3, Page 98-99, Dated: October 31, 1969 in the Office of the Recorder, Hamilton County, Indiana; thence South 89 degrees 26 minutes 59 seconds West 657.49 feet along said North line to the Northwest corner of the said Edgewood Addition, said point also being on the West line of the East half of the afore-said Southeast quarter; thence North 00 degrees 21 minutes 59 seconds West 655.79 feet along said West line to the place of beginning, containing 9.905 acres, more or less.

EXCEPT
A part of the Southeast quarter of Section 19, Township 18 North, Range 3 East, in Clay Township, Hamilton County, Indiana more particularly described as follows:

Commencing at the Northeast corner of said Southeast quarter; thence South 89 degrees 24 minutes 07 seconds West 680.86 feet along the North line of said Southeast quarter; thence South 00 degrees 35 minutes 53 seconds East 16.50 feet to the POINT OF BEGINNING of this description; thence South 80 degrees 12 minutes 06 seconds West 128.22 feet; thence South 89 degrees 24 minutes 07 seconds West 121.75 feet parallel with said North line; thence North 84 degrees 21 minutes 35 seconds West 188.65 feet; thence North 89 degrees 24 minutes 07 seconds East 435.85 feet parallel to said North line to the place of beginning, containing 0.131 acres, more or less

This subdivision consists of 14 lots numbered 1-14 (all inclusive) and four Common Areas labeled C.A. #1-C.A. #4(all inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof. Cross-Reference is hereby made to a survey plat dated _____ prepared by the Stoeppelwerth & Associates, Inc., recorded as Instrument Number _____ in the Office of the Recorder of Hamilton County, Indiana.

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

Witness my signature this _____ day of _____, 2016

DENNIS D. OLMSTEAD REGISTERED No. 900012 STATE OF INDIANA LAND SURVEYOR

_____
Dennis D. Olmstead
Registered Land Surveyor
No. 900012

9.2 Registered Land Surveyor's Certificate:
I, Dennis D. Olmstead, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana.

That all the monuments shown thereon actually exist and that the location, size, type and material are accurately shown:

And that all requirements specified in the subdivision ordinance of the City of Carmel have been met.

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.

DENNIS D. OLMSTEAD REGISTERED No. 900012 STATE OF INDIANA LAND SURVEYOR

_____
Dennis D. Olmstead
Registered Land Surveyor
No. 900012

DEDICATION CERTIFICATE

We, the undersigned, Platinum Properties Management Company, LLC, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

The subdivision shall be known and designated as Grannan Grove, an addition in Hamilton County, Indiana. All streets shown on this plat and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

Title to the foregoing real estate is subject to a certain declaration of covenants and restrictions of Grannan Grove dated_____, recorded as Instrument Number _____ in the Office of the Recorder of Hamilton County, Indiana, as the same may be amended or supplemented. Such declaration and the covenants and restrictions set forth therein run with the land described hereon and are incorporated herein by reference. Each owner of a lot depicted on this plat shall take title to such lot subject to the terms and conditions of such declaration.

Witness our Hands and Seals this _____ day of_____ , 2016.

Owner:
Platinum Properties Management Company, LLC
9757 Westpoint Drive, Suite 600
Indianapolis, Indiana 46256
_____
Paul Rioux

STATE OF)
) SS:
COUNTY OF)

Before me the undersigned Notary Public, in and for the County and State, personally appeared _____, for each separately and severally acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 2016.

_____ My Commission expires:
I am a resident of _____ County.

CERTIFICATE OF PLAN COMMISSION

Under authority provided by Indiana Code 36-7-4-710, and ordinances adopted by the Common Council of the City of Carmel, Indiana, this plat was given approval by the City of Carmel as follows:

Granted Administrative approval by the Department of Community Services pursuant to Article XI of the Carmel/Clay Plan Commission's Rules of Procedure on _____

By:

_____
Michael P. Hollibaugh, Director
Department of Community Services
Carmel, Indiana

BOARD OF PUBLIC WORKS AND SAFETY

This Plat was approved by the Board of Public Works and Safety of the City of Carmel, Indiana, at a meeting held on the _____ day of _____ ,2016.

_____ James Brainard, Mayor

_____ Lori Watson, Member

_____ Mary Ann Burke, Member

_____ Diana L. Cordray, Clerk Treasurer

JOB No. 69450PLA-S1
SHEET 4 OF 4

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 11, 2016

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

RE: RE-PLAT LOT 5 MAYFLOWER PARK IN BLOCK 6

Dear Board Members:

Mr. Brian Rismiller, S.E.A. Group, representing Mr. Max Kendall, owner ICS, II, LLC, has requested the Re-Plat of Lot 5 Mayflower Park in Block 6 be placed on the Board of Public Works and Safety agenda for approval and signatures.

This re-plat provides an additional lot of the southern real estate of original Lot 5.

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

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: RE-PLAT LOT 5 MAYFLOWER PARK IN BLOCK 6

S:\BPW16\RECORDPLAT\LOT5BLOCK6MAYFLOWERPARK.DOC

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

SEA Group
Land Surveyors & Site Design

January 8, 2016

Dave Barnes
City of Carmel Engineering
1 Civic Square 1st Floor
Carmel, IN 46032

Re: Re-Plat Lot 5 Mayflower Park in Block 6

Mr Barnes,
Attached is a PDF of the proposed re-plat for your use. The re-plat is to provide an additional lot of the southern remaining real estate of original Lot 5.

The common area and the proposed lot remain the same owner with common area acreage of approximately 0.419 acers and lot size of 0.262 acers.

The proposed lot will be identified as Lot 18 whereas individual storage units of the northern parcel were previously identified as units 100-1600 and lots 1-16.

Please feel free to call or email with any comments or questions.

Sincerely,

Brian Rismiller, PS
Phone: 317.844.3333 #105
Fax: 317.844.3383
bcr@seagroupllc.com

Attachments: Mayflower Park Replat Block 6, Lot 5
2n Replat Lot 5 Mayflower Park in Block 6

Part of Section 7, Township 17 North, Range 3 East
located in Clay Township, Hamilton County, Indiana
Docket No.: 15120003 SP-Replat and 06120002 SP-Replat

Zoning I-1 / Industrail

SECONDARY PLAT OF

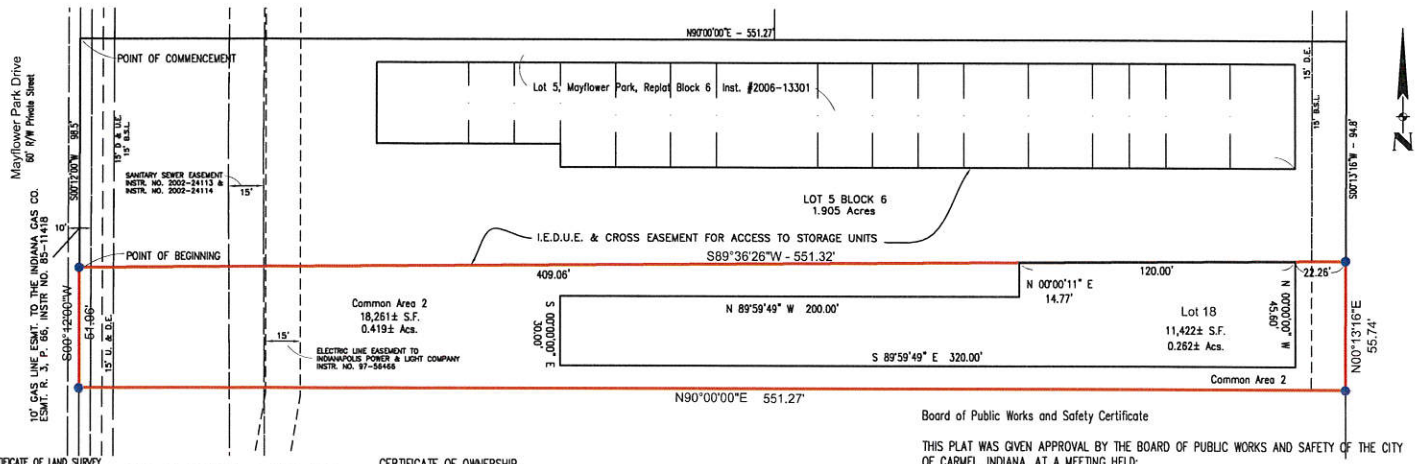
2nd REPLAT

LOT 5 MAYFLOWER PARK in BLOCK 6

GRAPHIC SCALE

0 20 40 80

1 inch = 40 Feet



CERTIFICATE OF LAND SURVEY

This Subdivision shall be known as 2nd Re-plat, Lot 5 Mayflower Park in Block 6, in Hamilton County, Indiana.

The size of the lots and the width of the streets shown herein are in feet and decimal parts thereof.

I, Brian C. Rismiller, a land surveyor registered in compliance with the laws of the State of Indiana do hereby state that to the best of my knowledge and belief, the herein plat represents a subdivision of the lands surveyed to me, the plat of which survey is recorded as Instrument Number _____, in the Office of the Recorder in Hamilton County, Indiana, and that the monuments shown herein actually do exist or will be installed.

Certified on this _____ day of _____, 20__

_____
Brian C. Rismiller
Registered Land Surveyor of the State of Indiana
Registration Number LS20200083

BRIAN CRAIG RISMILLER REGISTERED No. LS20200083 STATE OF INDIANA LAND SURVEYOR

Source of Title:
ICS II, LLC Instrument #2006-13301
Land Description:
Part Lot Numbered 5 in Block 6 in the Replat of Mayflower Park Block 6, a subdivision in Hamilton County, Indiana, as per plat thereof recorded January 28, 2005 in Plat Cabinet 3, Slide 569 as Instrument No. 200500005431 and a surveyor's affidavit of Correction recorded February 22, 2005 as Instrument No. 2005000010008 in the Office of the Recorder of Hamilton County, Indiana; described as follows: Commencing at the northeast corner of said Replat; thence south along the west line thereof South 00 degrees 12 minutes 00 seconds West 98.5 feet to the northwest corner of Instrument Number 2006075472 and the point of beginning; thence continue along the west line of said Replat South 00 degrees 12 minutes 00 seconds West 51.96 feet; thence along the south line thereof North 90 degrees 00 minutes 00 seconds East 551.27 feet; thence along the east line there of North 00 degrees 13 minute 16 seconds East 55.74 feet to the northeast corner of said Instrument Number 2006075472; thence South 89 degrees 36 minutes 26 seconds West 551.32 feet to the point of beginning. Containing 0.881 acs more or less.

STATE OF INDIANA REQUIRED STATEMENTS FOR RECORDATION

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, Brian C. Rismiller.

This document was prepared by Brian C. Rismiller.

DEVELOPER/OWNER
ICS, II, LLC
3905 Vincennes Rd #329
Indianapolis, IN 46268

LEGEND

D.&U.E. = DRAINAGE & UTILITY EASEMENT

⅝" STEEL REBAR WITH YELLOW PLASTIC CAP SCRIBED SEA GROUP "FIRM 0091" SET FLUSH WITH GRADE

LOT LINES

PLAT BOUNDARY LINE (AS NOTED)

EASEMENT (AS NOTED)

CERTIFICATE OF OWNERSHIP

I, Max R. Kendall, do hereby certify that we are the owners of the property described herein and that as such owners we have caused the said above real estate to be surveyed and subdivided as shown on the herein drawn plat, as our free and voluntary act.

_____
Max R Kendall
Owner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, the above signed Owner/Agent, personally appeared and acknowledged execution of this instrument as his voluntary act and deed for the uses and purposes herein expressed and affixed his signature hereto.

Witness my signature and Notorial Seal this _____ day of _____, of the year _____.

NOTARY PUBLIC SEAL INDIANA

_____
Notary Public Signature

_____
Notary Public Printed Name

_____ _____
Notary Public County of Residence Notary Public Commission Expiration Date

CERTIFICATE OF PLAN COMMISSION

Under authority provided by Indiana Code 36-7-4-710, and Ordinances adopted by the Common Council of the City of Carmel, Indiana, this plat was given approval by the City of Carmel as follows:

Granted administrative approval by the Department of Community Services persuatnt to Article XI of the Carmel/Clay Plan Commissions Rules of Procedure on:

By:

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

This plat was given approval by the Board of Public Works and Safety of the City of Carmel, Indiana at a meeting held on the _____ of _____, 20____.

Board of Public Works and Safety Certificate

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CARMEL, INDIANA, AT A MEETING HELD:

_____, 20____.

_____ _____
James Brainard, Mayor Lori Watson, Member

_____ _____
Mary Ann Burke, Member Christine Pauley, Clerk Treasurer

CERTIFICATE OF PLAN COMMISSION

Under authority provided by Indiana Code 36-7-4-710, and Ordinances adopted by the Common Council of the City of Carmel, Indiana, this plat was given approval by the City of Carmel as follows:

Granted administrative approval by the Department of Community Services persuatnt to

Article XI of the Carmel/Clay Plan Commissions Rules of Procedure on: _____, 20__
Carmel Plan Comission

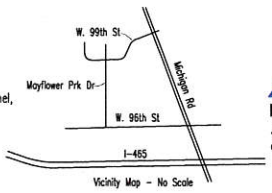
By: _____

_____
Directore Department of Community Services
Carmel, Indiana

Covenant and Restrictions

The undersigned, Declarants, being the owners of record of the above described real estate (the 'Real Estate'), herby certify that the layoff, plat and subdivide the Real Estate into lots accordance with the replat.

The real estate is subject to the Covenants and Restrictions as listed on the Secondary Plat of Abney Glen, an addition to Hamilton County, Indiana as per plat thereof recorded as Instrument Number 200600069516 and filed in Plat Cabinet 4, Slide 195, in the Office of the Recorder of Hamilton County, Indiana and any amendments thereto.



Vicinity Map - No Scale

SEA Group
Land Surveyors
494 Gradle Drive
Carmel, IN 46032
Phone: 317.844.3333
Fax: 317.844.3383
www.SEAGroupLLC.com
BRIAN C. RISMILLER R.L.S. NO. LS20200083

This Plat was drawn by:	Br	This Plat was approved by: Brian C. Rismiller	This Plat was last revised on: 11/06/2015	This Plat was plotted on: 11/23/2015	SEA Group Project #: C15-0927	Plat Sheet # 1 of 1

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 20, 2016

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

RE: LANE RESTRICTION – 96th STREET & PRIORITY WAY – TEST HOLE LOCATIONS – TPI UTILITY CONSTRUCTION

Dear Board Members:

Mr.Brad Rynearson, TPI Utility Construction, is requesting approval for west bound lane restrictions of 96th Street, approximately near Priority Way, in three locations to verify the depth and location of Clay Township Regional Waste District's sewer infrastructure within that area. Work is required to provide hydro-excavation information back for the engineering and planning phase pertaining to the proposed roundabout at that intersection. (Exhibits attached with core hole locations circled)

The road will be cored with plugs reinstated after test hole findings. Work is to be performed on a day that will not hinder traffic to the best of contractor's abilities. Work is scheduled to begin following Board approval.

The Department of Engineering recommends that the Board approve the requested lane restriction 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 closures shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation of the work at the location.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- The Department of Engineering shall be provided a minimum 48-hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when work is completed.
- Traffic in both directions shall be maintained at all times. Commercial entrances shall not be restricted or closed.
- Access for right and left hand turning traffic shall be maintained at all times onto Marie Drive or Enterprise Drive. Commercial entrances shall not be restricted or closed.
- A minimum 10 foot westbound lane on 96th Street shall be provided at all times.
- Test holes shall be core drilled and reset with the existing core plug utilizing the "Utilicoring System" provided by Utilicor Technologies, Inc. or equal. If not possible, contractor is to work with the Department of Engineering to establish an acceptable repair for pavement.
- Work shall not commence before 9:00 AM and shall cease before 3:00 PM. The petitioner shall notify the Department of Engineering if the work is expected to extend beyond these hours. Work shall endeavor to restrict traffic and not fully close the roadway.
- No equipment or materials shall be stored in the rights-of-way outside of work construction hours.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW15\RESTRICTIONS\TPICOREVERIFICATION96THSTREET.DOC

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

City of Carmel Board of Public Works

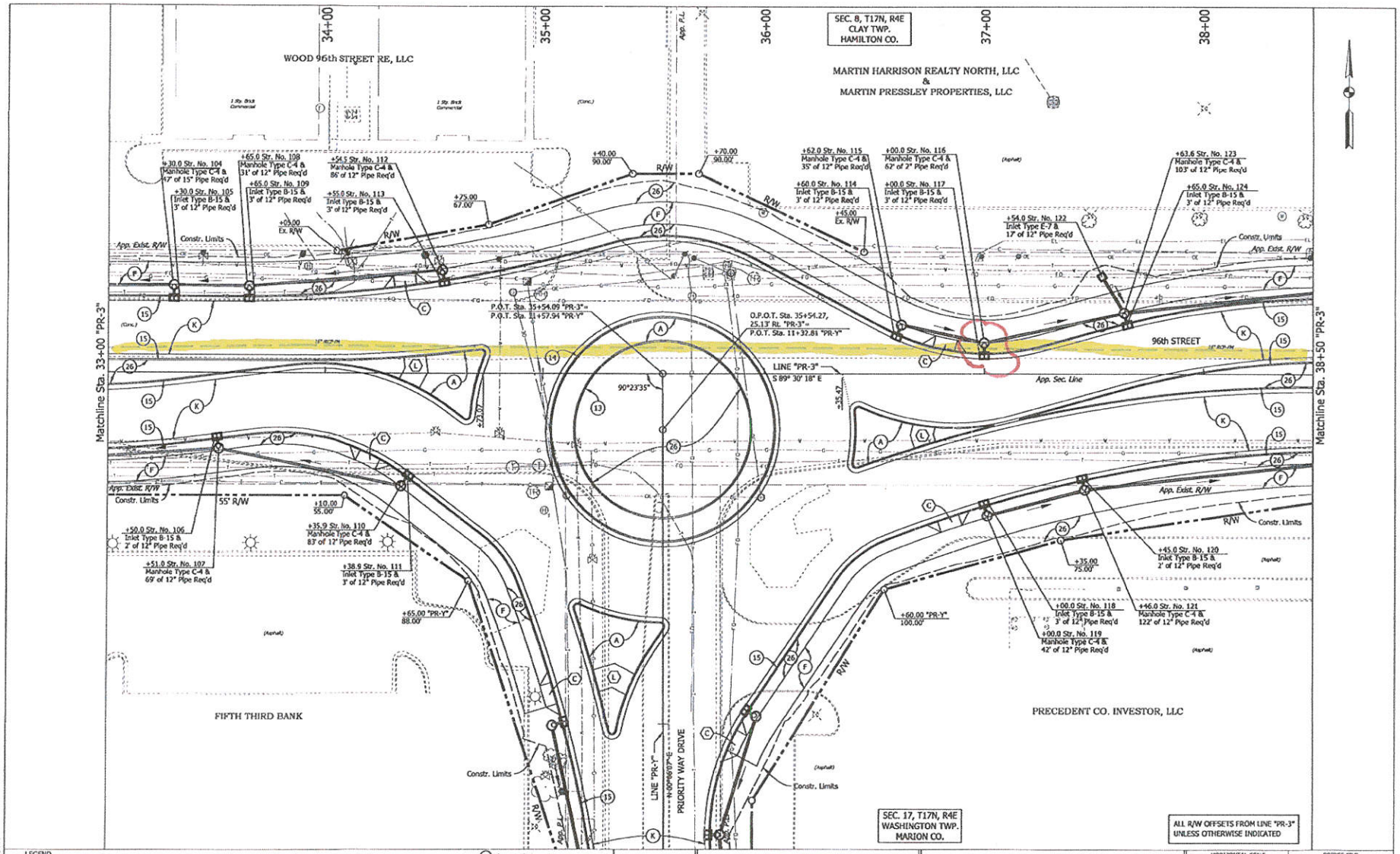
To Whom It May Concern:

This letter is to request permission to cut the asphalt at 96th and Priority way in Carmel, IN. This work is being performed for Clay Town Regional Waste District to verify depths on their sewer infrastructure in that area. Work is needed to provide information back for the engineering and planning phase for the proposed round-about at this intersection. Road shall be cored and plugs reinstated as per City of Carmel Specifications and work is to be performed on a day that will not hinder traffic to the best of our abilities.

Thank You

Brad Rynearson

TPI Utility Construction.



LEGEND

(K) 165 lb/yd² QC/QA HMA, 4, 76, Surface, 9.5 mm, on 275 lb/yd² QC/QA HMA, 4, 76, Intermediate, 19.0 mm, on 440 lb/yd² QC/QA HMA, 4, 64, Base 25.0 mm, on 250 lb/yd² QC/QA HMA, 5, 76, Intermediate OG, 19.0 mm, on 330 lb/yd² QC/QA HMA, 4, 64, Base 19.0 mm, on Subgrade Treatment, Type 1C

(R) Milling, Asphalt or PCCP, 1½" with 165 lb/yd² QC/QA HMA, 4, 76, Surface, 9.5 mm

(A) 7" PCCP on Subbase for PCCP

(F) HMA for Sidewalk Consisting of: 140 lb/yd² HMA Surface, Type A, on 220 lb/yd² HMA Intermediate, Type A, on 6" Compacted Aggregate No. 53 Base, on Subgrade Treatment, Type III

(L) Full Depth HMA Pavement Replacement

(U) Underdrain

(13) Concrete Curb

(14) Combined Concrete Curb & Gutter, Type B

(15) Combined Concrete Curb & Gutter

(26) Sodding

( ) Curb Ramp, Concrete (Type Indicated by Letter)

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER $DESENG_DT$ DATE

DESIGNED: CJS | DRAWN: JSS

CHECKED: KJR | CHECKED: CJS

INDIANA
DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS
96th ST. - LINE "PR-3"

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	
VERTICAL SCALE	DESIGNATION
	1400937
SURVEY BOOK	SHEETS
	15 of 36
CONTRACT	PROJECT
R-37559	1400937

PATH AND FILENAME: V:\Projects\IFN63\Transportation\30004 Carmel 96th St at Priority Way\30 Sheet\Drawings\Int Const Detail_20_02.dgn
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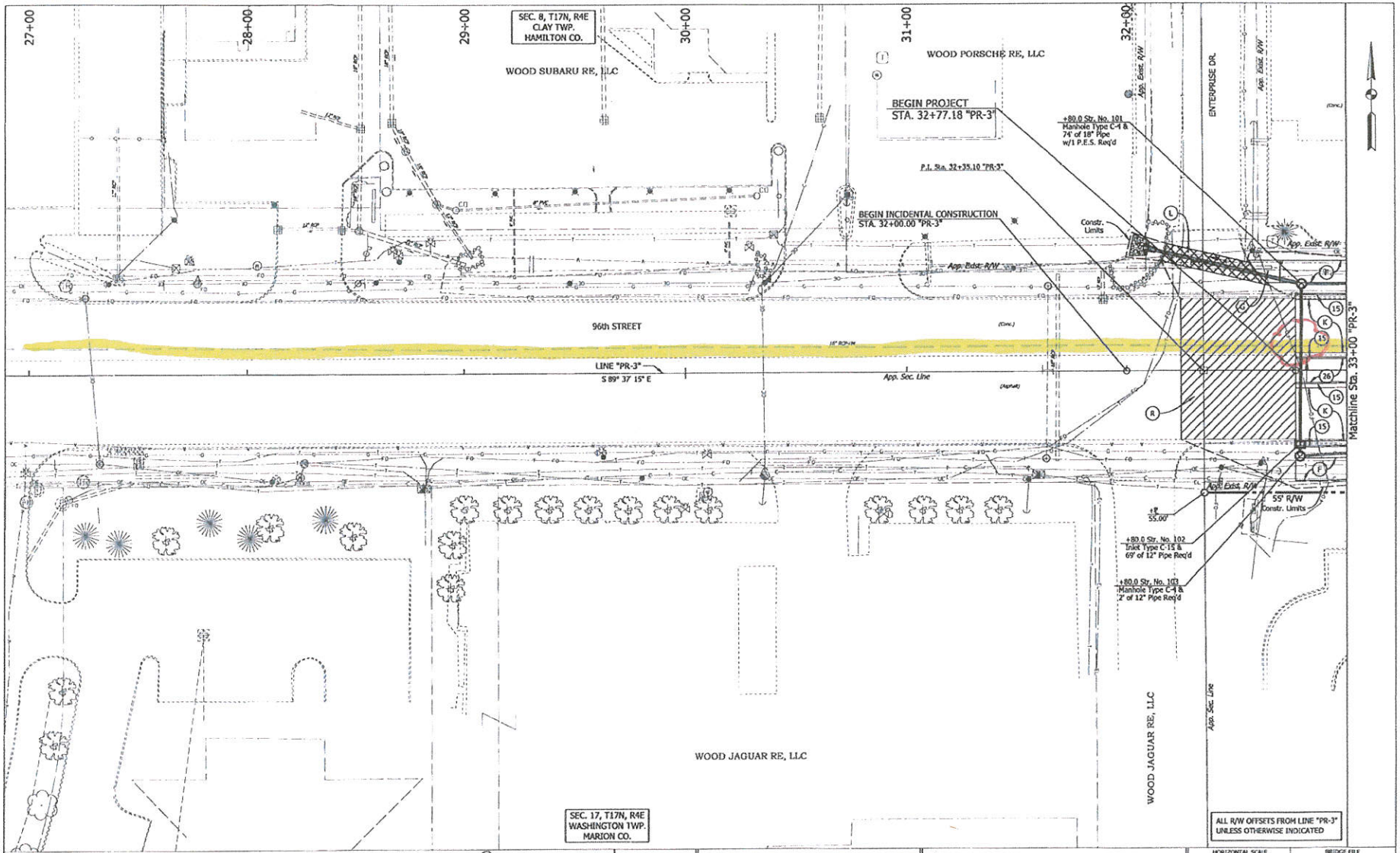
DATE PLOTTED: 9/28/2015
TIME PLOTTED: 1:40:38 PM



LEGEND

- (K) 165 lb/yd² QC/QA HMA, 4, 76, Surface, 9.5 mm, on 275 lb/yd² QC/QA HMA, 4, 76, Intermediate, 19.0 mm, on 440 lb/yd² QC/QA HMA, 4, 64, Base 25.0 mm, on 350 lb/yd² QC/QA HMA, 5, 76, Intermediate OG, 19.0 mm, on 330 lb/yd² QC/QA HMA, 4, 64, Base 19.0 mm, on Subgrade Treatment, Type IC
- (R) Milling, Asphalt or PCCP, 1½" with 165 lb/yd² QC/QA HMA, 4, 76, Surface, 9.5 mm
- (A) 7" PCCP on Subbase for PCCP
- (F) HMA for Sidewalk Consisting of: 140 lb/yd² HMA Surface, Type A, on 220 lb/yd² HMA Intermediate, Type A, on 6" Compacted Aggregate No. 53 Base, on Subgrade Treatment, Type III
- (L) Full Depth HMA Pavement Replacement
- (U) Underdrain
- (13) Concrete Curb
- (14) Combined Concrete Curb & Gutter, Type B
- (15) Combined Concrete Curb & Gutter
- (26) Sodding
- ( ) Curb Ramp, Concrete (Type Indicated by Letter)

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DESIGN DTS DATE	INDIANA DEPARTMENT OF TRANSPORTATION
DESIGNED: CJS	DRAWN: JSS		CONSTRUCTION DETAILS 96th ST. - LINE "PR-3"
CHECKED: KJR	CHECKED: CJS		

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE
VERTICAL SCALE	DESIGNATION 1400937
SURVEY BOOK	SHEETS 14 of 30
CONTRACT R-37559	PROJECT 1400937

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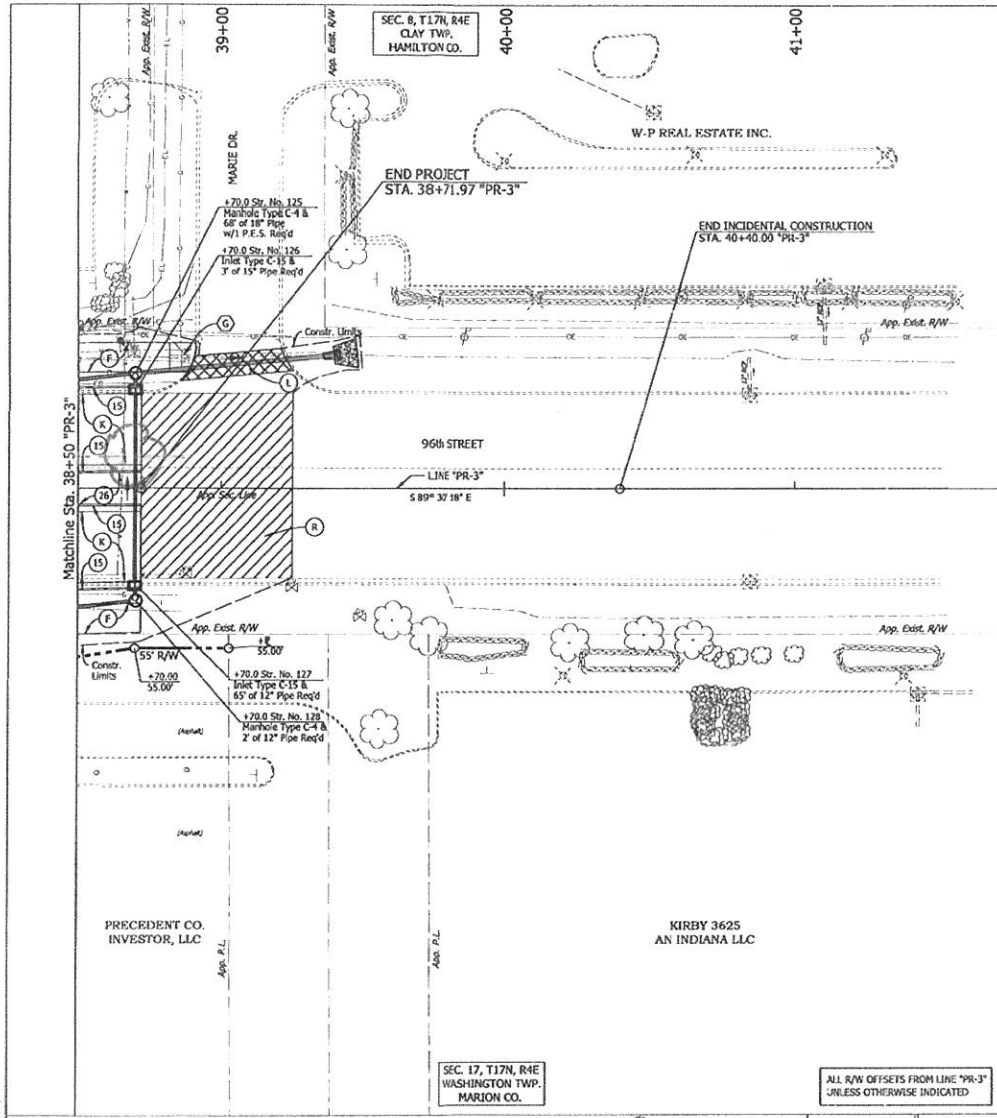
TIME PLOTTED: 1:40:34 PM



ALL R/W OFFSETS FROM LINE "PR-3" UNLESS OTHERWISE INDICATED

LEGEND

(K) 165 lb/yd² QC/QA HMA, 4, 76, Surface, 9.5 mm, on 275 lb/yd² QC/QA HMA, 4, 76, Intermediate, 19.0 mm, on 440 lb/yd² QC/QA HMA, 4, 64, Base 25.0 mm, on 250 lb/yd² QC/QA HMA, 5, 76, Intermediate OG, 19.0 mm, on 330 lb/yd² QC/QA HMA, 4, 64, Base 19.0 mm, on Subgrade Treatment, Type IC

(R) Milling, Asphalt or PCCP, 1½" with 165 lb/yd² QC/QA HMA, 4, 76, Surface, 9.5 mm

(A) 7" PCCP on Subbase for PCCP

(F) HMA for Sidewalk Consisting of: 140 lb/yd² HMA Surface, Type A, on 220 lb/yd² HMA Intermediate, Type A, on 6" Compacted Aggregate No. 53 Base, on Subgrade Treatment, Type III

(L) Full Depth HMA Pavement Replacement

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RECOMMENDED FOR APPROVAL	$DESENG_DT$ DESIGN ENGINEER DATE	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1" = 20' / VERTICAL SCALE
DESIGNED: CJS	DRAWN: JSS	CONSTRUCTION DETAILS 96th ST. - LINE "PR-3"	SURVEY BOOK
CHECKED: KJR	CHECKED: CJS		CONTRACT R-37559

BRIDGE FILE / DESIGNATION 1400937

SHEETS 16 of 36

PROJECT 1400937

PATH AND FILENAME: V:\Projects\DTN\21\Transportation\130004 Carmel 96th St at Priority Way\35 Sheet\Drawings\Sht Const Details_20_03.dgn
MODEL NAME: 1A
DATE PLOTTED: 9/28/2015
TIME PLOTTED: 1:40:39 PM

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 20, 2016

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

RE: LANE RESTRICTIONS & OPEN PAVEMENT CUTS – PENNSYLVANIA STREET– AT&T

Dear Board Members:

Mr. Steven Krebs, AT&T Outside Plant Engineer, is requesting approval for three lane restrictions and open pavement cuts to repair AT&T conduits which were damaged during the construction of Pennsylvania Street roundabouts at 103rd Street and 106th Street. Repair is required to place new 4 duct conduit fiber backbone cable on Pennsylvania Street.

The locations of work are at the roundabouts of 103rd Street and Pennsylvania Street, 106th Street and Pennsylvania Street and 10495 North Pennsylvania Street. (Exhibits attached) Approximately 10' of the 22' wide lanes will be required at each restriction location.

Work is scheduled to begin on February 19, 2016 and will take approximately 4 to 6 days for completion.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction shall remain in place until completion of the project. Restriction signage will remain in place during the duration of the project repair. Carmel Police will be used to direct traffic during actual working hours.
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane restriction shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation at the work site.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way of the roundabouts and/or Pennsylvania Street shall be restored to the satisfaction of the City when work is completed.
- Traffic of the roundabout in all directions shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times within the work areas.
- The City will accept the temporary placement of cold patch over the area of the open cut in lieu of the final course of asphalt indicated on the City Standard Street Cut Patch detail should weather conditions dictate. The petitioner shall return when weather conditions are favorable for paving in accordance with the City's Paving Policy and remove the cold patch by milling an area of the existing pavement to be determined by the Department of Engineering and replace with HMA surface per the City's paving policy.

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\AT&TPENNSYLVANIASTREETLANERESTRICTIONOPENPAVEMENT.DOC

AT&T
240 North Meridian Street
Indianapolis, IN 46204
December 1, 2015

Dave Barnes
City of Carmel
Engineering Office

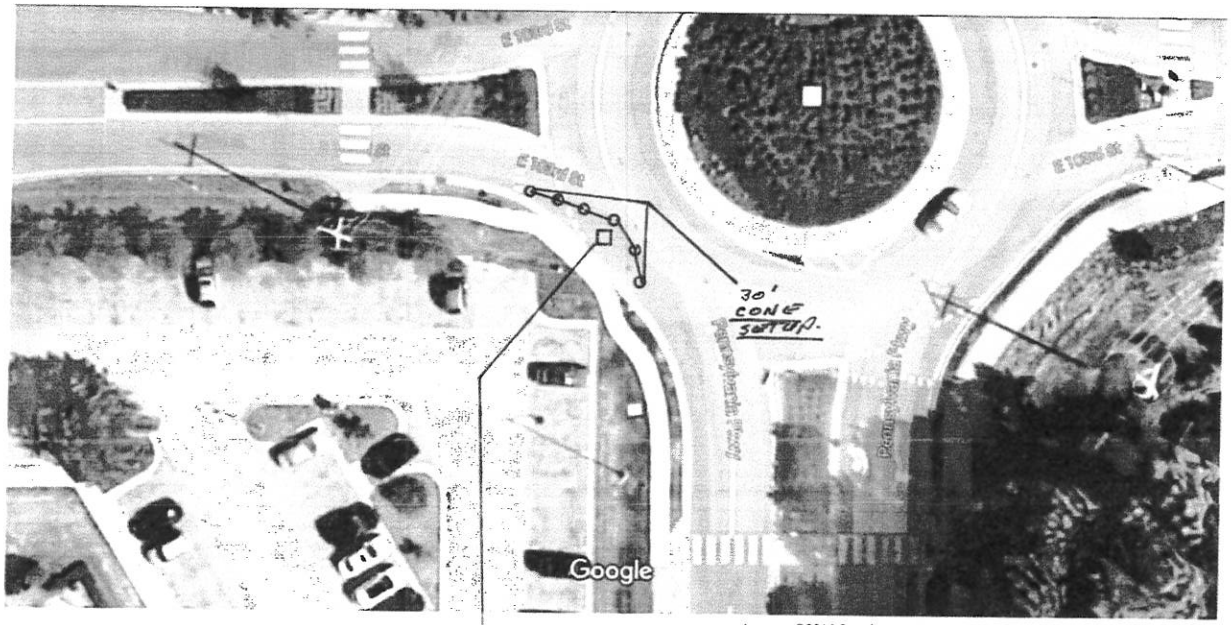
Re: Permit for AT&T cut pavement to repair conduit run.

AT&T needs remove and replace pavement located at 103rd and Pennsylvania Street, 10495 Pennsylvania Street, and 106th and Pennsylvania Street in order to repair damaged conduit. The conduit was damaged when the City of Carmel Utilities placed the round abouts on Pennsylvania Street at 103rd and 106th Streets. AT&T needs to repair the conduit in order to place a new fiber backbone cable on Pennsylvania Street.
AT&T will have to close lanes of traffic on Pennsylvania Street in order to complete the needed repairs. See sketches for lane closures. Work will take approximately 4 to 6 days to complete. The placement of an arrow board and police will be used to direct traffic during work being completed.

Sincerely,

Steven J. Krebs
AT&T Outside Plant Engineer

Google Maps 103RD ST AND PENNSYLVANIA AVE, CARMEL, IN

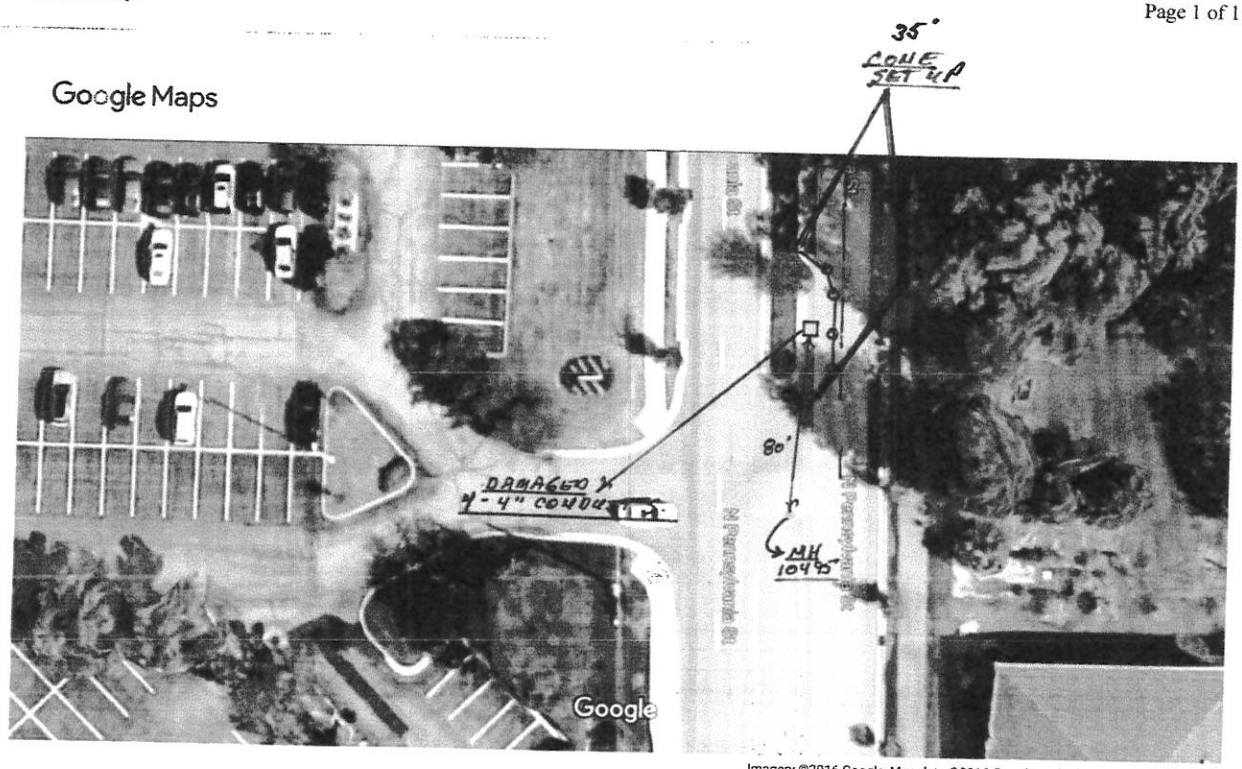


Imagery ©2016 Google, Map data ©2016 Google 20 ft

Indiana University Medical Group At Carmel
Medical Group · W 103rd St

4- 4" CONDUIT MANHOLE
ROW
- NEED TO REPAIR BROKEN
DOWN CONDUIT RUN.
- WILL BLOCK WEST LANE
OF SOUTHBOUND PENNSYLVANIA PKWY.
- CUT AND REPLACE PAVEMENT TO COMPLETE REPAIRS.

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 20 ft

Google Maps

Imagery ©2016 Google, Map data ©2016 Google 20 ft

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 26, 2016

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

RE: OPEN PAVEMENT CUT/LANE RESTRICTION – COLLEGE AVENUE – CARMEL/CLAY PARK SYSTEM

Dear Board Members:

Mr. Greg Swinney, Swinney Brothers Excavating, Inc., has requested approval for a lane restriction and open pavement cut at the intersection of College Avenue and Central Park Drive West to access the sanitary sewer manhole located within College Avenue and install an 8" sanitary sewer line to the Carmel Clay Park improvements under construction.

The lane restriction and pavement cut is in the north bound lane of College Avenue at said intersection. The sanitary sewer line will require complete northbound lane pavement cut for installation purposes. (Exhibits attached)

Lane restriction and pavement cut work is scheduled to begin February 15th and competed on February 18th. Lane restriction would remain in place during the entire work time period.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b)(1).
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when the work is complete.
- The petitioner agrees to meet with the Department of Engineering to develop a traffic control plan. Such plan shall conform to the requirements of the Indian department of Transportation Work Zone Safety Manual. Approval from the Department of Engineering of the traffic control plan shall be obtained prior to commencing the work.
- Signage for the approved traffic control plan shall be placed in advance of the work as directed by the Department of Engineering.
- Construction in dedicated Right-of-Way shall comply with all city codes and standards. Any street cut shall be restored per City of Carmel Street Cut Repair Detail Standard 10-20
- The petitioner understands that approval is granted for the lane restriction and open pavement cut request only.

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

- Work shall endeavor to restrict traffic and not fully close the roadway. Northbound and southbound traffic on College Avenue shall be maintained at all times utilizing the existing southbound College Avenue lane and Arborwood Trail access taper lane of the Waterwood Of Carmel subdivision.
- Access to the Waterwood of Carmel Subdivision and residences adjoining the work zone shall be maintained at all times.

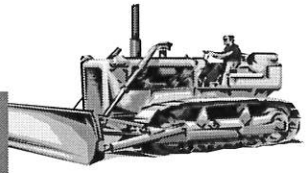
Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW16\CLOSURES\CENTRALPARKLANERESTRICTIONCOLLEGEAVE.DOC

Swinney Bros. Excavating, Inc.
11140 N. State Road 67
Mooresville, Indiana 46158
Phone: 317-831-2081
Fax: 317-831-4029



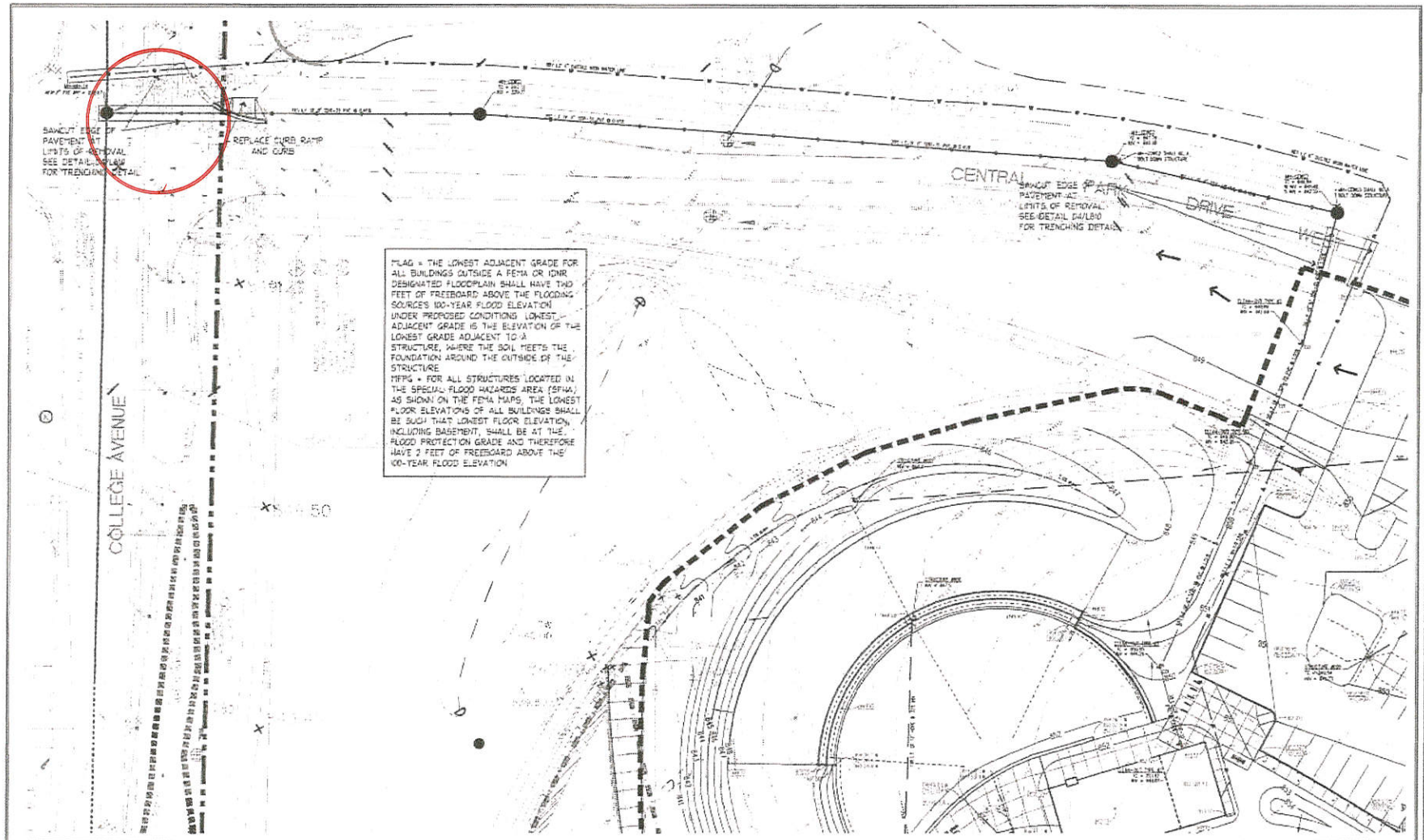
01/25/2016

Carmel BPW

We have been contracted to install the sanitary sewer main onto the property Carmel-Clay park and recreation at 1195 Central Park Dr West in Carmel.
The sewer manhole we are hooking to is just on the west side of the center line at the intersection of College Ave and Central Park Dr West, We will be installing an 8" PVC sewer main along the north side of Central Park Dr West.
We are planning on closing the north bound lane of College Ave and leaving the south bound lane open with traffic management in place.
We will be following Carmel DPW traffic management standards and their backfill and restoration standards for the right-of-way.
Our proposed timetable for this project is, starting in the street on the 15th of February 2016 and having the College ave portion of the work restored on or before the 18th of February 2016.

Thank You for Your consideration,

Sincerely,
Greg Swinney



LEGEND

- Existing Storm Sewer
- New Storm Sewer
- Existing Contour
- Existing Elevation
- Proposed Finish Grades
- Proposed Finish Grades (TS=Top of Curb/Wall, with no Coping)
- Top of Wall Grades
- Bottom of Wall Grades
- Playground Surface Grades
- Sidewalk Surface Grades
- Proposed Finish Grade
- Swale Flowline with SSDs (D)
- Flow Arrow(D)
- Existing Water Main
- Proposed Water Main
- Existing Electric Line
- Proposed Electric Line
- Existing Sanitary Line
- Proposed Sanitary Line
- Existing Fire Hydrant
- Existing Water Valve
- Existing Utility Pole
- Existing Trees
- Existing Fence
- Construction Limits
- Emergency Spillway
- 100 year Storm Ponding
- Emergency Flood Routing Path

NOTE:
ALL SUBSURFACE DRAIN SHALL BE HANCOR HI-Q DOUBLE WALL OR APPROVED EQUAL PER STORM WATER TECHNICAL STANDARDS MANUAL

NOTE:
SEE SHEETS L201-L204 FOR GRADING AND UTILITY NOTES

THIS PROJECT SITE LIES WITHIN ZONES X ON THE FLOOD INSURANCE RATE MAP FOR HAMILTON COUNTY, INDIANA, 18057C0209F PANEL 209 of 290 DATED February 19, 2003

NOTE:
NO EARTH DISTURBING ACTIVITY MAY COMMENCE WITHOUT AN APPROVED STORM WATER MANAGEMENT PERMIT

NOTE:
UTILITY RELOCATIONS REQUIRED BY THE PROJECT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. UTILITY LINE RELOCATIONS REQUIRED FOR ROAD PROJECTS THAT RESULT IN A CONFLICT WITH PROPOSED DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO RESOLVE WITH THE UTILITY. EXISTING POLE LINES REQUIRED TO BE RELOCATED SHALL BE RELOCATED TO WITHIN ONE FOOT OF PROPOSED RIGHT-OF-WAY LINE

NOTE:
ALL CONSTRUCTION ACCESS SHALL BE FROM COLLEGE AVENUE. CONTRACTOR SHALL MINIMIZE CLOSURE OF CENTRAL PARK WEST DRIVE AND PARK PATHWAYS DURING CONSTRUCTION. ALL SHORT TERM CLOSURES SHALL BE COORDINATED WITH ARCHITECT

NOTE:
FOR UTILITY WORK ALONG COLLEGE AVENUE, WORK MUST CONFORM TO THE INDOT WORK ZONE SAFETY MANUAL AND ONE LANE OF TRAFFIC MUST BE MAINTAINED AT ALL TIMES

Indiana 811
Know what's below. Call before you dig.

Approved/Permit Not for Construction.

Schneider

CARMEL CENTRAL PARK
WEST COMMONS - PHASE 1 - RE-BID
1180 CENTRAL PARK DRIVE WEST CARMEL, INDIANA 46032

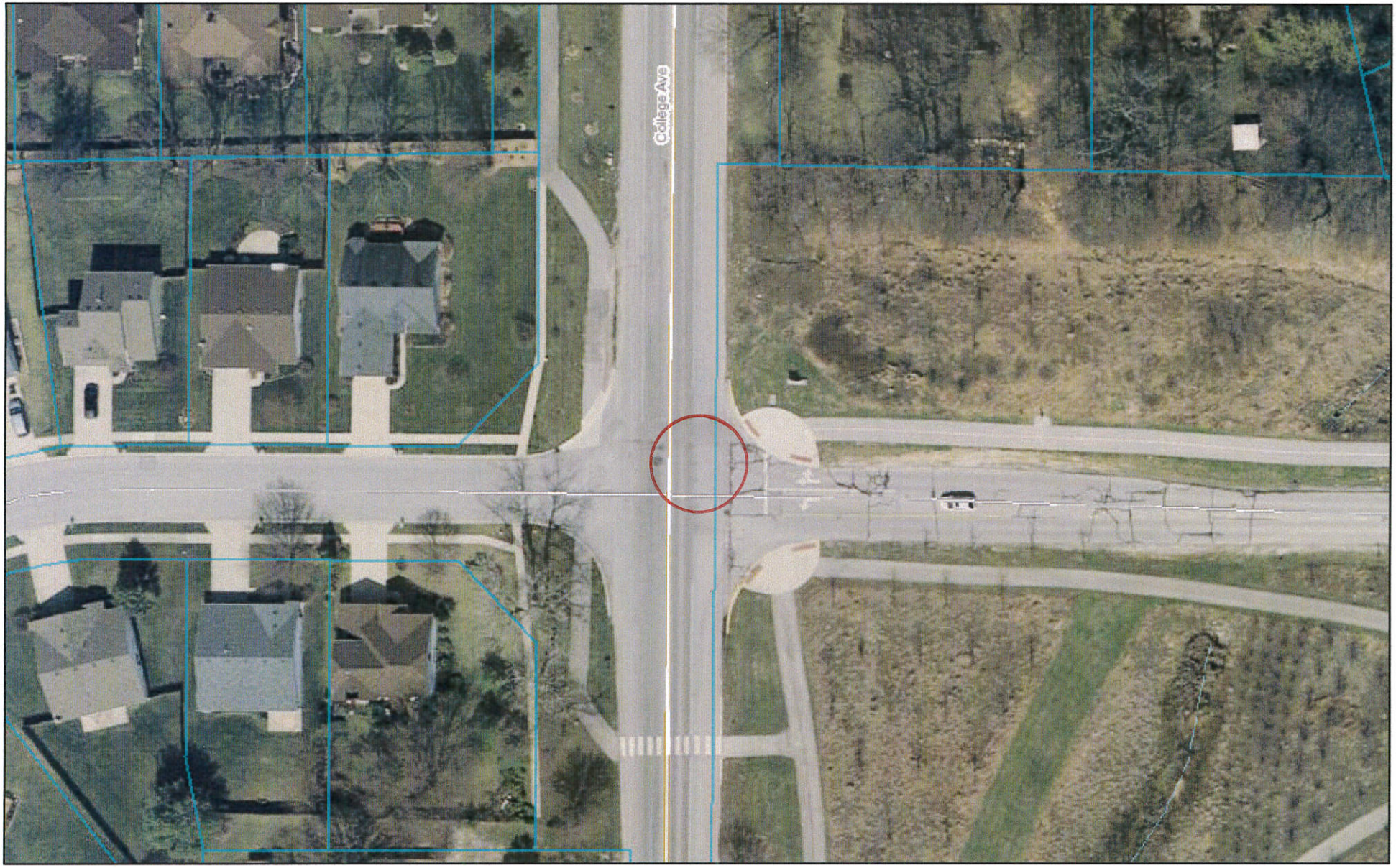
CARMEL-CLAY PARK & RECREATION
1411 EAST 116TH STREET, CARMEL, INDIANA 46032

07.09.2015 | 2722.012
CAJ | MRK

GRADING & UTILITIES PLAN

L200

COLLEGE AVE & CENTRAL PARK DRIVE



January 26, 2016

Parcels

N

1:720

0 0.005 0.01 0.02 mi

0 0.0075 0.015 0.03 km

Basemap information here

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 25, 2016

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

RE: REQUEST FOR VARIANCE (FENCE IN EASEMENT) – 14572 NEW GARDEN LANE, CARMEL INDIANA 46033

Dear Board Members:

Mr. Ty A Martin & Mrs. Tiffany S Martin, owners of the property with a common address of 14572 New Garden Lane, have requested a variance from Section 6-227(a)(4) of the City of Carmel Code for the installation of a fence in a portion of the lot designated as a 30' Drainage & Utility Easement.

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

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the fence that, in the opinion of the City, represent a Detriment as defined in City Code.
3. Fence post installation shall consider the location of the subsurface drain near the backyard swale to prevent damage to this infrastructure.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\14572NEWGARDENLNREQUESTFORVARIANCEFENCE.DOC

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

EXHIBIT B

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

JOB ID RLEG.1

CONTROL# 69001 RYAN

14572 NEW GARDEN LANE
CARMEL, IN 46033
1" = 40'
LOT AREA: 22,496 Sq. Ft.

LOT 1
THE RIDGE AT
THE LEGACY
SECTION ONE
INSTR.#2013002737
P.C. #5, SLIDE #39

M.F.P.G./L.A.G.
=789.40

Property Line

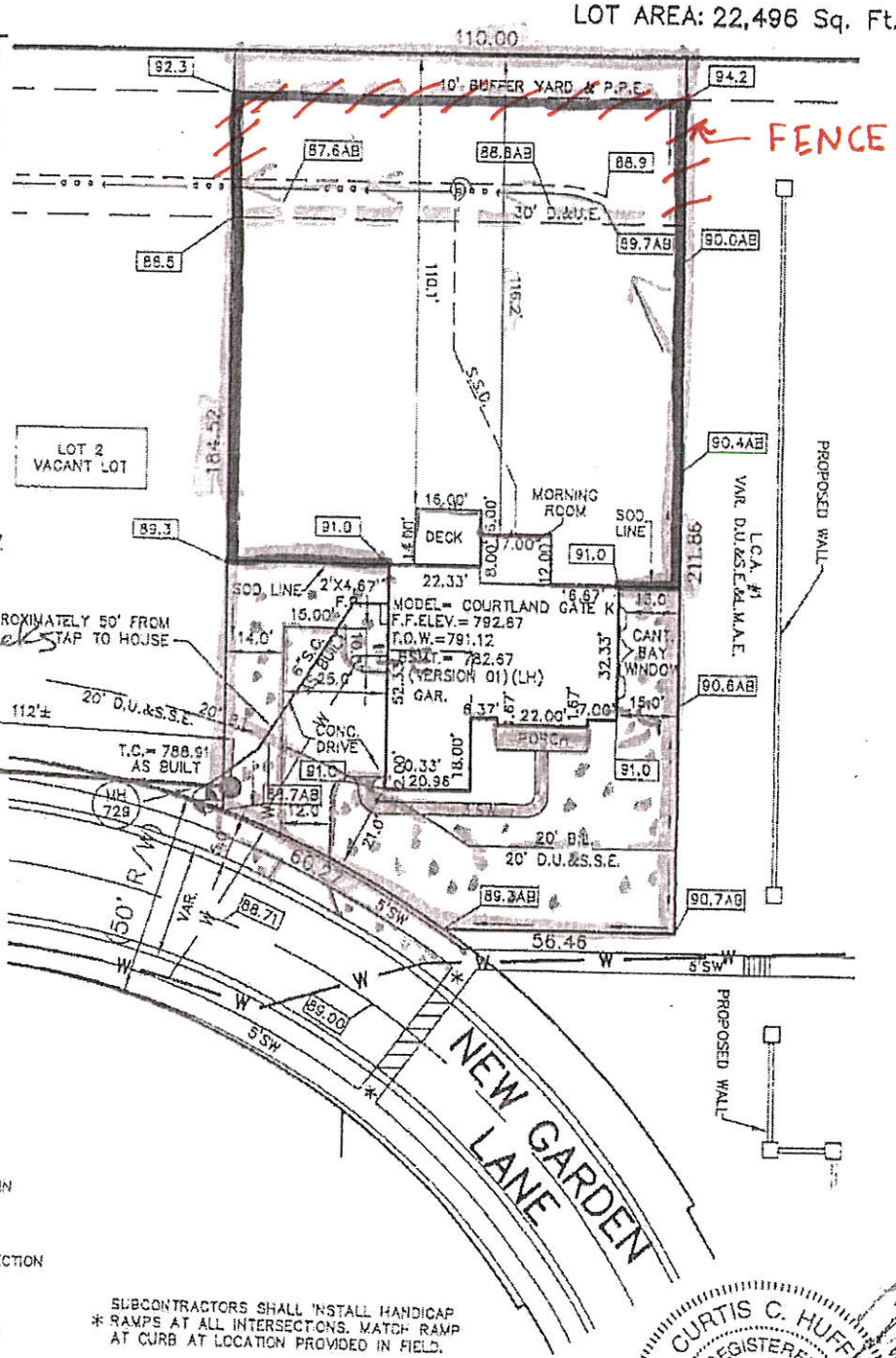
Sod Line

Exterior Concrete

Easements/Setbacks

Special easement

Distances



LEGEND:

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

SUBCONTRACTORS SHALL INSTALL HANDICAP * RAMPS AT ALL INTERSECTIONS. MATCH RAMP AT CURB AT LOCATION PROVIDED IN FIELD.

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.

CURTIS C. HUFF
REGISTERED
No.
80040348
STATE OF
INDIANA

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 25, 2016

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

RE: CONSENT TO ENCROACH – 14572 NEW GARDEN LANE – FENCE IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Mr. & Ms. Ty and Tiffany Martin, owners of the property with a common address of 14572 New Garden Lane, 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 February 3, 2016 BPW meeting.

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

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT

S:\BPW16\14572NEWGARDENLNENCROACHMENT.DOC

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

APPROVED DCH

CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Ty A Martin & Tiffany S Martin, 14572 New Garden Lane, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 1 ("Lot") in The Ridge at the Legacy, Section 1 which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide 39, Instrument # 2013002737 in the Office of the Hamilton County Recorder on January 11, 2013, as The Ridge at the Legacy, Section One (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 Easement, identified as 30' D. & U.E." on Exhibit B (the "Easement"); and

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

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

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on February 3, 2016 ; and
JM TM

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"

TY A MARTIN

Ty Martin
Signature
Date: 1/19/16

TIFFANY S MARTIN

Tiffany Martin
Signature
Date: 1/19/16

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Kathryn O Lustig
Notary Public Seal State of Indiana
Hamilton County
My Commission Expires 08/21/2016

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

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

Kathryn O. Lustig
NOTARY PUBLIC
Kathryn O. Lustig
Printed Name

My Commission Expires:
08/21/2016

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:

_____
Diana Cordray, IAMC, 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 DIANA L. CORDRAY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "Consent To Encroach" on behalf of the City of Carmel, Indiana.

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

_____
NOTARY PUBLIC

My Commission Expires:
_____

_____
Printed Name

My County of Residence: _____

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

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

EXHIBIT A

LOT 1 IN THE RIDGE AT THE LEGACY, SECTION ONE RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON JANUARY 11, 2013 IN PLAT CABINET 5, SLIDE 39, AS INSTRUMENT #2013002737

EXHIBIT B

STOEPPELWERTH
ALWAYS ON

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

JOB ID RLEG.1

CONTROL# 69001 RYAN

14572 NEW GARDEN LANE
CARMEL, IN 46033
1" = 40'
LOT AREA: 22,496 Sq. Ft.

LOT 1
THE RIDGE AT
THE LEGACY
SECTION ONE
INSTR.#2013002737
P.C. #5, SLIDE #39

M.F.P.G./L.A.G.
=789.40

Property Line

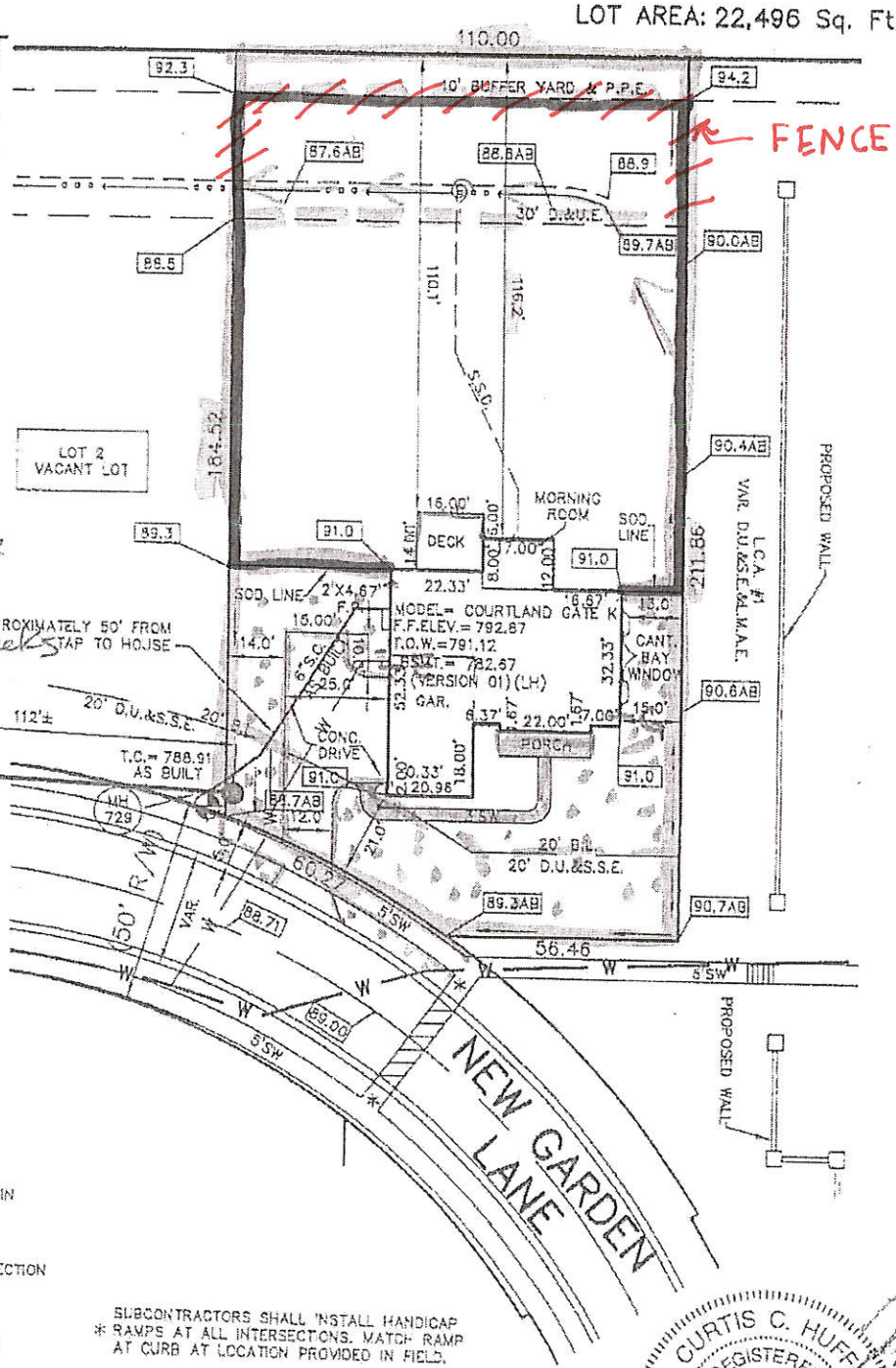
Sod Line

Exterior Concrete

Easements/Setbacks

Special easement

Distances



LEGEND:

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

* SUBCONTRACTORS SHALL INSTALL HANDICAP RAMPS AT ALL INTERSECTIONS. MATCH RAMP AT CURB AT LOCATION PROVIDED IN FIELD.

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.

CURTIS C. HUFF
REGISTERED
No.
80040348
STATE OF
INDIANA

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 25, 2016

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

RE: JACKSON'S GRANT ON WILLIAMS CREEK – STORMWATER VARIANCE – LOT 101

Dear Board Members:

Mr. Doug Wagner, Senior Vice President, Republic Development LLC, on behalf of Greg Cradick of Wedgewood Building Company, is requesting a variance from Section 302.06(2) of the Carmel Stormwater Standards Manual which states "The 100-year elevation of stormwater detention facilities shall be separated by not less than 25' from any building or structure to be occupied."

The petitioner has requested that construction for a home on Lot 101 of Jackson's Grant be set at 18' from the 100-year elevation of the detention facility due to the size of the residence and to meet the minimum side yard setback required by the development standards of Carmel's Subdivision Control Ordinance. (Exhibit attached) A variance for reduction of the 100-year stormwater detention setback was approved by the Board during a November 2014 BPW in which the setback was granted from the required 25' to 20'. This variance was approved based on hydraulic modeling and functionality of the low impact drainage design of water depths of 2' feet in normally dry detention facilities.

Review of this lot by the Department of Engineering has, in findings, indicated that the additional 2' reduction, taking the setback and house construction to 18' from the 100-year elevation, is sufficient and would not pose risk to the safety of the structure.

The Department of Engineering recommends that the Board approve the requested variance.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW16\STORMWATERVARIANCE\LOT101JACKSON'SGRANT.DOC

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

Republic Development, LLC
13578 131st Street, Suite #200
Fishers, IN 46037

January 26, 2016

Carmel Department of Engineering
Attn: Dave Barnes
One Civic Square, 1st Floor
Camel, IN 46032

RE: Jackson's Grant Section 1A – Lot 101

Dear Mr. Barnes,

As per our recent correspondence, one of our Jackson's Grant builders, Wedgewood Building Co., has been working with a client on designing a home for Lot 101 in Jackson's Grant Section 1A. As designed, the width of the home encroaches into the 20' Top of Bank Setback Line (TOBSL) by 2'. In trying to understand the purpose of this setback line, the builder began talking with Alex Jordan, Carmel Engineering. Because this TOBSL is on the south side yard of the lot and abuts a Common Area, not another lot, the potential for a variance was discussed.

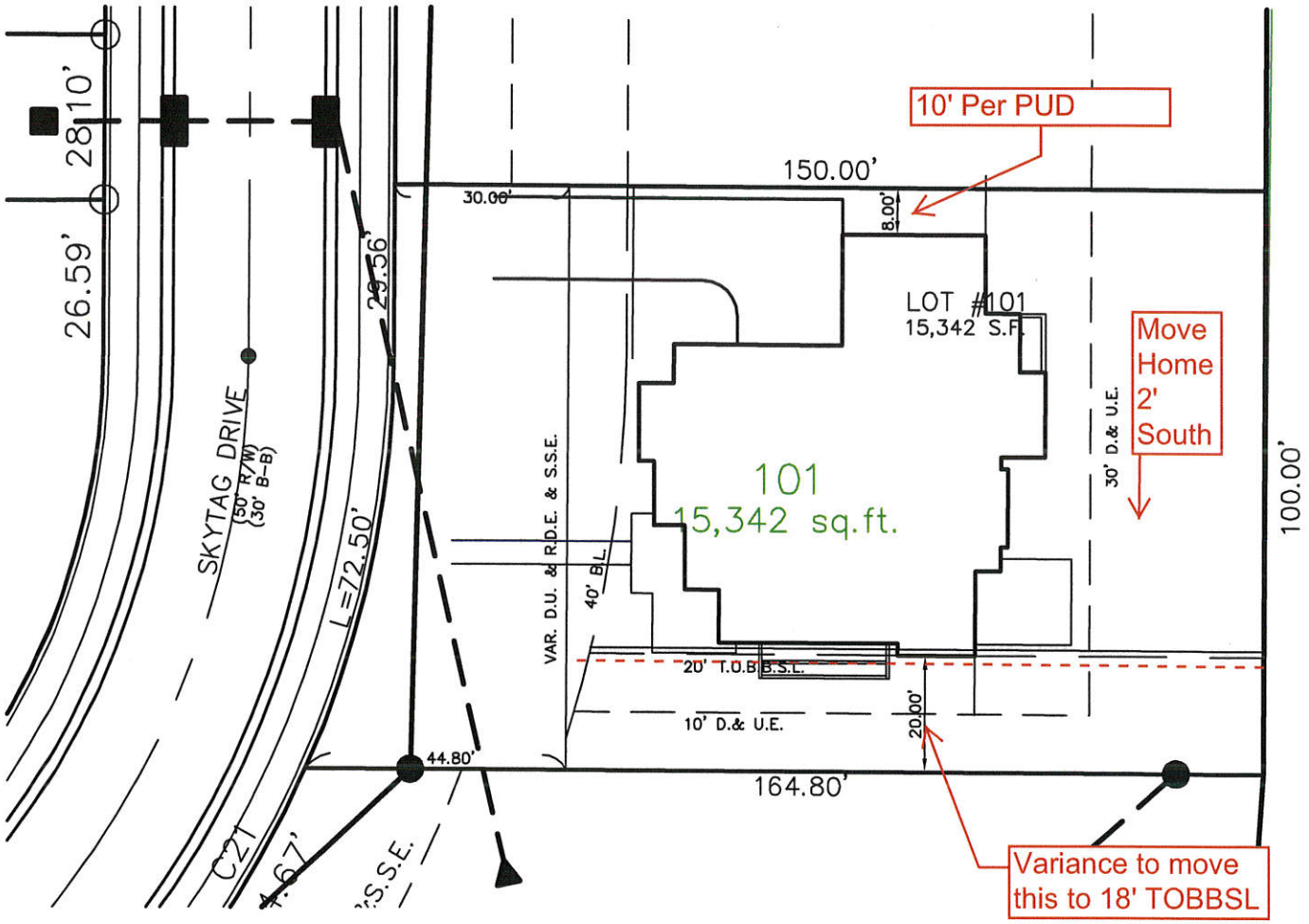
I have attached a copy of two sheets from the Jackson's Grant Section 1A recorded plat to show the location of Lot 101 adjacent to Common Area #19. Per the attached Preliminary Site Plan, prepared by the builder, it shows their desire to shift the home 2' to the south and encroach into the TOBSL. For this reason and with the support of the Carmel Engineering Department, we respectfully request a variance to reduce the TOBSL from 20' to 18' on the south side of Lot 101.

Thank you for your consideration,

Respectfully,

Douglas B. Wagner, Senior Vice President
Jackson's Grant Real Estate Company, LLC

Cc: Greg Cradick, Wedgewood Building Co.
Alex Jordan, Carmel Engineering


10' Per PUD
150.00'
30.00'
8.00'
LOT #101
15,342 S.F.
Move Home 2' South
101
15,342 sq.ft.
30' D.& U.E.
100.00'
VAR. D.U. & R.D.E. & S.S.E.
40' B/L
20' T.O.B.B.S.L.
10' D.& U.E.
20.00'
44.80'
164.80'
Variance to move this to 18' TOBBSL
SKYTAG DRIVE
(50' R/W)
(30' B-B)
L=72.50'
C21
28.10'
26.59'
29.56'

Surveyed and Prepared by:
Dennis D. Olmstead
Sheppelsmith & Associates, Inc.
7965 East 106th Street
Fishers, Indiana 46038
Phone: (317) 849-2836

Owner/Subdivider:
Jackson's Grant Real Estate Co., LLC
13578 East 131st Street, Suite 200
Fishers, Indiana 46037
Phone: (317) 770-1818
Contact: Doug Wagner
Subdivision Date: 01/15/14
Source of Title: Deed Book 349, Page 520 Inst. # 8417104
Book 176, Page 120 Inst. # 8714
Book 165, Page 448 Inst. # 7087

Carmel/Clay Plan Commission Nos.
Primary Plat Docket No.: # 13080017 PP
Secondary Plat Docket No. 14010008 SP

Zoning: Rivers PUD ordinance Z-853-11
Architectural design standards are also found in PUD

JACKSON'S GRANT
ON WILLIAMS CREEK
SECTION 1A
FINAL PLAT

(PART OF SEC. 34, T18N, R3E, HAMILTON CO., IN)

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
[illegible] day of [illegible] 20[illegible]
Mary Corradini Auditor of Hamilton County
Fund 0

2015004803 PLAT $122.00
12/18/2015 03:20:31P 18 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Received on Presented

[redacted]

VICINITY MAP
NOT TO SCALE

RCD Slide 438

LEGEND

26	LOT NUMBER
D.U.&M.S.E.	DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
D.U.&S.E.	DRAINAGE, UTILITY & SEWER EASEMENT
U.E.	UTILITY EASEMENT
D.&U.E.	DRAINAGE & UTILITY EASEMENT
B.L.	BUILDING LINE
B.L.@	BUILDING LINE (See footnote @ on the "Lot and Setback Requirements" Table on Sheet 1 of this Plat)
I.E.E.	INGRESS/EGRESS EASEMENT
S.L.E.	SIGN, LANDSCAPE EASEMENT
R/W	RIGHT OF WAY
C.A.	COMMON AREA
R.D.E.	REGULATED DRAINAGE EASEMENT(SEE NOTE BELOW)
T.P.E.	TREE PRESERVATION EASEMENT
N.A.E.	NON ACCESS EASEMENT
P.P.A.E.	PEDESTRIAN PATH ACCESS EASEMENT
B.M.P.E.	BEST MANAGEMENT PRACTICE EMT. (WATER QUALITY)
T.O.B.B.S.L.	TOP OF BANK BUILDING SETBACK LINE
[illegible]	LOT ADDRESS

* TEMP.___ TEMPORARY EASEMENT
TERMINUSES WITH
FUTURE SECTION 1B
PLATTED

APPROXIMATE LIMITS OF FLOODPLAIN PER THE WILLIAMS CREEK HYDRAULIC ANALYSIS PERFORMED BY CHRISTOPHER B. BURKE ENGINEERING, Ltd. PROJECT #07-700

APPROXIMATE LIMITS OF FLOODWAY PER THE WILLIAMS CREEK HYDRAULIC ANALYSIS PERFORMED BY CHRISTOPHER B. BURKE ENGINEERING, Ltd. PROJECT #07-700

A portion of the subject property is located in a special Flood Hazard Zone A as said trust plots by scale on Community Panel No. 18057C0205F and 18057C0210F of the Flood Insurance Rate Maps dated February 19, 2003.

Note:
See the Construction Plans, Sheets C205-C207 for the extent of the storm water emergency overflow routing.

STORMWATER MANAGEMENT BMPS ARE CONTROL MEASURES TAKEN TO MITIGATE CHANGES TO BOTH QUANTITY AND QUALITY OF URBAN RUNOFF CAUSED THROUGH CHANGES TO LAND USE. GENERALLY BMPS FOCUS ON WATER QUALITY PROBLEMS CAUSED BY INCREASED IMPERVIOUS SURFACES FROM LAND DEVELOPMENT.

SUBDIVISION MONUMENTATION

AN AFFIDAVIT, CROSS-REFERENCED TO THIS RECORDED PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED. PER STANDARDS SET FORTH IN TITLE 865 IAC 1-12-18 SUBSECTION (b)(1)(C), THE INSTALLATION OF BELOW MENTIONED MONUMENTS MAY BE DELAYED FOR UP TO TWO YEARS FROM RECORDATION OF PLAT.

A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0005" SHALL BE SET AT ALL LOT OR PARCEL CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.

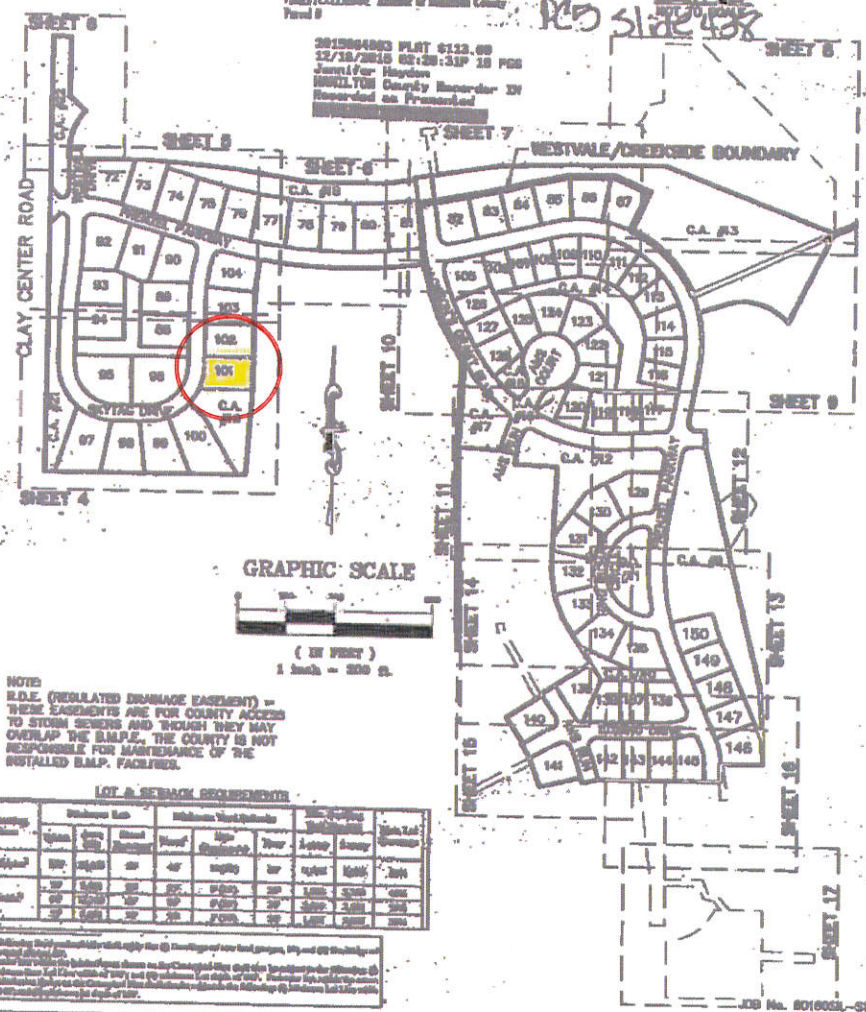
○ DENOTES A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0005".

□ DENOTES A 4"x4"x36" LONG PRECAST CONCRETE MONUMENT WITH A CROSS CAST IN THE TOP. SET FLUSH WITH THE FINISH GRADE.

● DENOTES A STREET CENTERLINE MONUMENT. EITHER AN "ALUMINUMBOLD", A 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED ALUMINUM CAP HAVING A CUT "X" IN TOP, SET FLUSH WITH THE FINISHED SURFACE COAT OR A 2" MAG NAIL, TEMPORARILY SET FLUSH WITH THE INTERMEDIATE COAT (BINDER).

Dennis D. Olmstead
Registered Land Surveyor
No. 900012

DENNIS D. OLMSTEAD
No. 900012
STATE OF INDIANA
LAND SURVEYOR



NOTE:
R.D.E. (REGULATED DRAINAGE EASEMENT) – THESE EASEMENTS ARE FOR COUNTY ACCESS TO STORM SEWERS AND THOUGH THEY MAY OVERLAP THE B.M.P.E., THE COUNTY IS NOT RESPONSIBLE FOR MAINTENANCE OF THE INSTALLED B.M.P. FACILITIES.

LOT & SETBACK REQUIREMENTS

Housing Type	Minimum Lot			Minimum Yard Setbacks			Min. Total Floor Area		Min. Lot Coverage
	Width	Area (sq. ft.)	Street Frontage	Front	Rear Accessory	Rear	Living	Living	
Subdivision	50'	5,000	30'	25'	5'(5')	20'	1,000	1,000	40%
Contract	50'	10,000	30'	30'	5'(5')	20'	1,000	1,000	35%
	70'	7,000	30'	25'	5'(5')	20'	1,000	2,000	35%

[illegible]

JOB No. 8016003L-S1A
SHEET 1 OF 19

Surveyed and Prepared by:
Dennis D. Olmstead
Stoeppelworth & Associates, Inc
7965 East 106th Street
Fishers, Indiana 46038
Phone: (317) 849-5935

Owner/Subdivider:
Jackson's Grant Real Estate Co., LLC
13578 East 131st Street, Suite 200
Fishers, Indiana 46037
Phone: (317) 773-1818
Contact: Doug Wagner
Submission Date: 01/16/14
Source of Title: Deed Book 346, Page 520 Inst. # 8417104
Book 178, Page 130 Inst. # 9714
Book 162, Page 448 Inst. # 7087

Carmel/Clay Plan Commission Nos.
Primary Plat Docket No.: # 13060017 PP
Secondary Plat Docket No. 14010010 SP

Zoning: Sivers PUD ordinance Z-853-11
Architectural design standards are also found in PUD

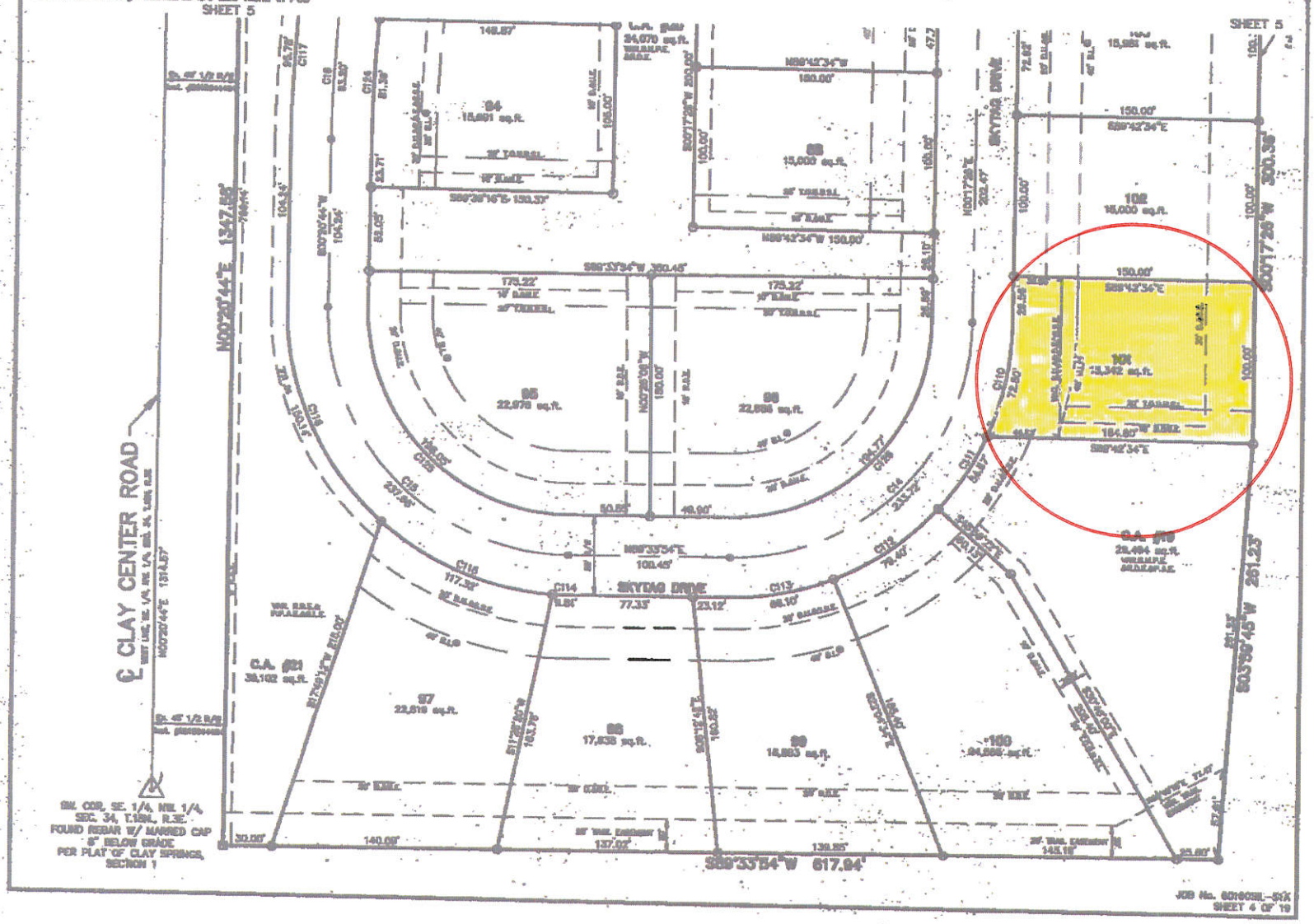
JACKSON'S GRANT
ON WILLIAMS CREEK
SECTION 1A
FINAL PLAT
(PART OF SEC. 34, T18N, R3E, HAMILTON CO., IN)

1 INCH = 80 FT.

Dennis D. Olmstead
Registered Land Surveyor
No. 900012

DENNIS D. OLMSTEAD
No. 900012
STATE OF INDIANA
LAND SURVEYOR

NOTE: PLEASE REFER TO SHEET ONE FOR GENERAL NOTES, LEGEND, DEFINITIONS OF SYMBOLS AND ABBREVIATIONS. REFER TO SHEETS TWO AND THREE FOR THE CURVE TABLES.



JOB No. 6010031-SIX
SHEET 4 OF 19

RESOLUTION NO. SWB 02-03-16-01

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA, MODIFYING AND CONFIRMING A DECLARATORY RESOLUTION APPROVING THE CONSTRUCTION AND ACQUISITION OF CERTAIN STORM WATER IMPROVEMENTS AND CERTAIN MATTERS RELATED THERETO

WHEREAS, the City of Carmel, Indiana (the "City") has heretofore adopted the provisions of IC 8-1.5-5 establishing a Board of Directors (the "Board") of the Department of Storm Water Management (the "Department") of the Storm Water District (the "District") of the City; and

WHEREAS, the City owns and operates a storm water utility to serve and benefit the residents of the City and District; and

WHEREAS, on January 4, 2016, the Board adopted a resolution (the "Declaratory Resolution") declaring the Board's intent to proceed with certain improvements to the storm water utility; and

WHEREAS, the Board has published notice of a public hearing on the Declaratory Resolution, and matters addressed therein, in accordance with IC 8-1.5-5; and

WHEREAS, the Common Council (the "Council") of the City originally served as the governing body of the District; however, pursuant to ordinance D-2265-16 adopted by the Council on January 4, 2016, the Board of Public Works and Safety of the City (hereinafter referred to as the "Board") has now been designated to serve as the governing body of the District; and

WHEREAS, on February 3, 2016, the Board held a public hearing on the Declaratory Resolution and matters addressed therein (the "Public Hearing"), at which time the Board heard all persons interested in the proceedings and considered all remonstrances, if any, filed with the Board on or prior to such time; and

WHEREAS, the Board desires to proceed with the acquisition, construction, rebuilding, repair, extension and improvement of the projects set forth in the Declaratory Resolution, as modified herein, for the reasons and benefits set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA, as follows:

Section 1. After giving consideration to the evidence presented at the Public Hearing, the Board hereby confirms the findings and determinations, declarations, designations and approving and adopting actions contained in the Declaratory Resolution, with the modification that Exhibit A of the Declaratory Resolution is hereby amended to delete the words "Monon Swale" from the description of Project Components.

Section 2. The Board hereby finds and determines that the projects described in the Declaratory Resolution, with the modifications set forth in Section 1 hereof, are necessary for the protection of the public health and welfare of the inhabitants of the District and the safeguarding of the property within the District and are of public utility and benefit.

Section 3. The Declaratory Resolution, with the modifications set forth in Section 1 hereof, is hereby confirmed in all respects.

Section 4. This resolution shall be in full force and effect immediately upon its passage.

PASSED by the Board of Public Works and Safety, acting as governing body of the Department of Storm Water Management for the City of Carmel, Indiana, this ___ day of February, 2016, by a vote of _____ ayes and _____ nays.

BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE GOVERNING BODY OF THE DEPARTMENT OF STORM WATER MANAGEMENT FOR THE CITY OF CARMEL, INDIANA

_____
James Brainard, Presiding Officer

_____
Mary Ann Burke, Member

_____
Lori S. Watson, Member

Prepared by: Bruce D. Donaldson, Esq.
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

DMS LBOX 2709147v4