

Board of Public Works and Safety Meeting
Agenda
Wednesday, January 8, 2020 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the December 18, 2019, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Opening for 2020 Loaders & Attachments; Dave Huffman, Street Commissioner**
- b. **Bid Opening for 2020 Pickup Trucks; Dave Huffman, Street Commissioner**
- c. **Bid Opening for 2020 Tractor; Dave Huffman, Street Commissioner**

3. PERFORMANCE RELEASE APPROVAL REQUESTS

- a. **Resolution BPW-01-08-20-01; Avant (Grand & Main) Apartments; Curbs/Erosion Control; Edward Rose Development**

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; CIM Audio Visual, Inc; (\$149,604.06); AV System; Bob Higgins, General Manager/Superintendent, Brookshire Golf Course**
- b. **Resolution BPW-01-08-20-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Grant Agreement; Carmel Music and Film Festival, Inc; Mayor James Brainard**
- c. **Request for Purchase of Goods and Services; CrossRoad Engineers, PC; (\$95,000.00); 2020 On-Call Plan Review; Additional Services; Jeremy Kashman, City Engineer**
- d. **Resolution BPW-01-08-20-03; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement; Lykins Contracting, LLC; Water System improvements, Division A – Water Main Installation – Unserved Areas/West Carmel and Division B – Home Place Water Main Extensions – Unserved Areas; Mayor James Brainard**
- e. **Resolution BPW-01-08-20-04; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; Midwest Paving, LLC; US 31 Crossing, Water Transmission Main; Mayor James Brainard**
- f. **Resolution BPW-01-08-20-05; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; SC Case Excavating, LLC; North College Ave Water Main; Mayor James Brainard**
- g. **Resolution BPW-01-08-20-06; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Procurement Agreement; Solential Energy Solutions, LLC; Solar Array Equipment and Installation; Mayor James Brainard**

- h. **Request for Purchase of Goods and Services; Miovision Technologies Incorporated; (\$17,513.00); Traffic Counting Program; Jeremy Kashman, City Engineer**
- i. **Request for Purchase of Goods and Services; A&F Engineering; (\$357,205.00); 96th Street and College Avenue Roundabout – Design; Additional Services #1; Jeremy Kashman, City Engineer**

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Midtown Garages; Run Benefiting CPD; February 2, 2020; 7:00 a.m. – 11:00 a.m.; Marting Day, Iwant2Run.com**
- b. **Request to Use Parking Spaces and Place Tents; Meet me on Main Holiday Trolley; February 8, 2020; 4:30 p.m. – 9:30 p.m.; Kaylee Purcell, City of Carmel**
- c. **Request to Use Gazebo/Civic Square Fountain Area/Japanese Garden; CaremIFest; July 2-5, 2020; 12:00 p.m. – 8:00 p.m.; James Bednarski, CarmelFest**

6. OTHER

- a. **Request for Road Project (INDOT Plans) Approval; 116th & College Ave; Jeremy Kashman, City Engineer**
- b. **Request for Lane Closure/Sidewalk Closure; Range Line Road – City Center Project; Tyler Crews, Crews & Sturtz**
- c. **Request for Storm Water Technical Standards Variances; Bear Creek South; Brandon Burke, HWC Engineering**
- d. **Request for Storm Water Technical Standards Variances; Franciscan Orthopedic Center of Excellence; Jennifer Lasch, Cripe**

7. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Minutes**
3 **Wednesday, December 18, 2019 – 10:00 a.m.**
4 **Council Chambers City Hall One Civic Square**

5
6 **MEETING CALLED TO ORDER**

7
8 *Board Member Burke the meeting to order at 10:01 a.m.*
9

10 **MEMBERS PRESENT**

11
12 *Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jacob Quinn were present.*

13
14 *Mayor James Brainard was not present*
15

16 **MINUTES**

17
18 *Minutes from the December 4, 2019, Regular Meeting were approved 2-0*
19

20 **BID/QUOTE OPENINGS AND AWARDS**

21
22 *Bid Award for City Center Drive Fence Replacement (Project No. 19-13); Jeremy Kashman, City*
23 *Engineer, recommended awarding the bid to Smock Fansler Corporation as they were the lowest and*
24 *most responsive bidder. Board Member Burke moved to award the bid to Smock Fansler Corporation*
25 *in the amount of \$583,365.50. Board Member Watson seconded. Request approved 2-0.*
26

27 **PERFORMANCE RELEASE APPROVAL REQUESTS**

28
29 *Resolution BPW-12-18-19-02; Ridge at Legacy Section 4; Sidewalks – Common Area; Board Member*
30 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

31
32 *Resolution BPW-12-18-19-03; The Grove at Legacy – Sec. 3B & 3C; Sidewalks – Common Area;*
33 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
34

35 **CONTRACTS**

36
37 *Resolution BPW-12-18-19-01; A Resolution of the City of Carmel Board of Public Works and Safety*
38 *Acknowledging Receipt of Contract; Republic Services LP; (\$31,572.00); Trash Collection; Board*
39 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
40

41 *Request for Purchase of Goods and Services; American Structurepoint, Inc.; (\$72,839.00); Range*
42 *Line Road Streetscape – Proscenium Streetscape Design; Additional Services #1; Board Member*
43 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
44

45 *Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$50,000.00); City of*
46 *Carmel Stormwater Technical Standards Manual Update; Additional Services #6; Board Member*
47 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
48

49 *Request for Purchase of Goods and Services; Smock Fansler Corporation; (\$583,365.50); City*
50 *Center Drive Fence Replacement - Construction; Board Member Burke moved to approve. Board*
51 *Member Watson seconded. Request approved 2-0.*

52
53 *Request for Purchase of Goods and Services; Carrier & Gable, Inc; (\$74,994.64); Traffic Calming*
54 *RRFB System; Board Member Burke moved to approve. Board Member Watson seconded. Request*
55 *approved 2-0.*

56
57 *Request for Purchase of Goods and Services; Bright Equipment, Inc; (\$23,381.87); Utility Vehicle;*
58 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

59
60 *Request for Purchase of Goods and Services; Borrer Public Affairs, LLC; (\$84,000.00 annually);*
61 *Addendum to Representation Agreement; Board Member Burke moved to approve. Board Member*
62 *Watson seconded. Request approved 2-0.*

63
64 *Request for Water Line Easement Agreement; American Aggregates Corporation; Board Member*
65 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

66
67 *Request for Water Line Easement Agreement; Ginger Gaucho, LLC; Board Member Burke moved to*
68 *approve. Board Member Watson seconded. Request approved 2-0.*

69
70 *Request for Purchase of Goods and Services; IN-D Property Services, LLC; (\$75,460.00); Roof–*
71 *Station 42-46; Board Member Burke moved to approve. Board Member Watson seconded. Request*
72 *approved 2-0.*

73
74 *Request for Purchase of Goods and Services; Wadsworth Golf Construction Co.; (\$19,882.47); Jordan*
75 *Woods Stormwater Pond Improvements – Project # 15-16(2); CO #2; Board Member Burke moved to*
76 *approve. Board Member Watson seconded. Request approved 2-0.*

77
78 **REQUEST TO USE CITY STREETS/PROPERTY**

79
80 *Request to Use/Close City Streets; St. Patrick's Day Celebration; March 12, - March 15, 2020; 12:00*
81 *p.m. – 9:00 a.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request*
82 *approved 2-0.*

83
84 *Request to Use Center Green; Food Truck Parking for the Ice at Center Green; December 26, -*
85 *December 28, 2019; 11:00 a.m. – 9:00 p.m.; Board Member Burke moved to approve. Board Member*
86 *Watson seconded. Request approved 2-0.*

87
88 *Request to Use/Close City Streets; Taste of Hope Event; August 22, 2020; 3:00 p.m. – 9:00 p.m.;*
89 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

90
91 *Request to Use Center Green and Parking Spaces; Festival of Ice; January 10, - January 12, 2020;*
92 *2:00 p.m. – 5:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded.*
93 *Request approved 2-0.*

94
95 *Request to Amend Use of Parking Spaces; Addition of No Parking Signs and Tents to be Left up for the*
96 *Remainder of Allotted Time; Holiday Trolley; November 29, - December 21, 2019; 1:00 p.m. – 9:00*
97 *p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-*
98 *0.*

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100 **OTHER**

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Request for Secondary Plat; Runyon Acres; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Replat; Sunrise on the Monon/Lot 68; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Stormwater Technical Standards Variances; Avid Hotel; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Stormwater Technical Standards Variance; Clay Center Elementary School; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Stormwater Technical Standards Variance; Bank of America; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Waiver of BPW Resolution No. 04-28-17-01; Installation of Utility Poles; Estates at Towne Meadow; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Waiver of BPW Resolution No. 04-28-17-01; Installation of New Utility Pole; 11000 Springmill Rd; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Waiver of BPW Resolution No. 04-28-17-01; Small Cell Installation; 13 Locations; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Curb Cut/Curb Cut Vacation; 13633 Carey Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Curb Cut/Curb Cut Vacation; 430 1st Ave SE; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.

ADJOURNMENT

Board member Burke adjourned the meeting at 10:04 a.m.

Sue Wolfgang – City Clerk

Approved

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

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

Date: December 20, 2019

Resolution No: BPW-01-08-20-01

From: CITY ENGINEER

Principal: Edward Rose Development Carmel, LLC

Surety: Hartford Fire Insurance Co.

Board Members:

I have conducted final inspection at Avant (Grand & Main) Apartments for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Erosion Control	35BSBGH9320	\$27,271.00
Curbs	35BSBGH9319	\$45,918.00

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

3 year maintenance guarantees to replace the surety listed above must be submitted to replace the performance guarantee. The required maintenance guarantee amounts are as follows:

<u>ITEM</u>	<u>AMOUNT</u>
Erosion Control	\$2,727.10
Curbs	\$4,591.80

APPROVED:

Cl. Ogg
for _____
Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 8th day of January, 2020, that the listed Performance Guarantee for the Avant (Grand & Main) Apartments as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety



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 CIM Audio Visual, 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 2017 LOIT Bond funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Forty Nine Thousand Six Hundred Four Dollars and Six Cents (\$149,604.06) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	Brookshire Golf Course 12120 Brookshire Pkwy Carmel, IN 46033	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor:	CIM Audio Visual, Inc. 1256 Washington Street Columbus, IN 47201
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Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2019 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. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement 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 Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

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.

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

CITY OF CARMEL, INDIANA

CIM Audio Visual, Inc.

by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

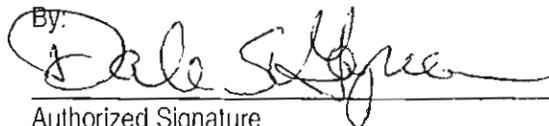
Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

By:



Authorized Signature

DALE S. GAYMAN

Printed Name

President

Title

FID/TIN: 35-2022563

Last Four of SSN if Sole Proprietor: _____

Date: 10/25/19

Brookshire Golf Course AV Phase 2

City of Carmel

12120 Brookshire Pkwy
Brookshire Golf Club
Carmel, Indiana 46033

QUOTE NUMBER

174102-84591

Revision: 7

Modified: 8/8/2019



Presented By:

Account Manager: Rick Streb

Designed By: Bill Scroggins

CCS Presentation Systems

1256 Washington St
Columbus, IN 47201-5722 United States
(800) 742-5036
<https://ccsavpro.com>



<https://ccsavpro.com>

COMPANY PROFILE

Company Information

Overview

CIM Audio Visual, Inc. dba CCS Presentation Systems (CCS) was established in 1983. CCS is a leading audio/visual systems designer and integrator providing advanced communications products, support services and technology solutions for educational, governmental and corporate environments. Beyond offering state of the art products and services, we create strategic options to meet your unique needs and deliver the optimal communications environment. From system design to installation and product training to service and support programs, we connect our clients with customized end-to-end solutions that are scalable, reliable and, above all, simple to use. Past success has come from our highly experienced people taking the time to fully understand the needs of our customers to provide creative solutions — solutions that ensure superior results and enable our clients to effectively communicate.

- CIM Audio Visual, Inc. dba CCS Presentation Systems is a corporation registered in the State of Indiana
- CCS Presentation Systems is a Certified Audio Visual Solutions Provider (CAVSP) with over 50% of our technical employees being CTS, CTS-I or CTS-D certified.

Mission Statement

It is our mission to be **UNIQUE**; offering you visionary yet practical solutions. It is our duty to be **KNOWLEDGEABLE**; helping you to make the best decision concerning your needs. It is our responsibility to be **DEPENDABLE**; ensuring you success with daily operations requiring our products and services.

CCS Engineers and Integration staff have many years of classroom and field experience. CCS integration staff keeps current with all our manufacturers' certifications as well as the Industry's governing body.



SCOPE OF WORK

OUTDOOR PAGING

OVERVIEW –

CCS Presentation Systems will install two outdoor speaker horns mounted on the starter shack to cover the golf course. Two speakers will be mounted on a pole by the putting green. In the starter shack, a paging station will be installed to initiate pages throughout the facility.

AUDIO –

CCS Presentation Systems will provide a paging station to cover the facility. Two long throw horns will be installed on the guard shack to cover the golf course. Two speakers will be mounted on a pole by the putting green. The sources for these two zones will be:

1. Paging system
2. Sources from the headend equipment
3. Wireless microphone from the Banquet Room

CONTROL –

Control of the paging system will be via the button panel on the paging station in the starter shack.

RESPONSIBILITIES –

The customer will be responsible for adding network and power as directed by CCS Presentation Systems. Any and all cutouts in furniture for popup or cable cubby interfaces are the responsibility of the client.

PRO SHOP

OVERVIEW –

CCS Presentation Systems will provide and install a 65" flat panel monitor on an articulating wall mount. Sources for the monitor will be the sources in the headend system. A 10" touch panel will be installed on a wall by the pro shop desk. Also, a paging station will be installed on the pro shop desk and connected to the paging network. A 6" speaker in the ceiling will be sourced by the paging system

VIDEO –

CCS Presentation Systems will provide and install in the room a 65" 4K display mounted on an articulating wall mount.

Inputs into the system will be routed by a Crestron NVX matrix switching system so that any source can be routed to any display. The sources in the room will be:

1. All sources from the headend

AUDIO –

CCS Presentation Systems will provide and install an audio system that will provide audio from the program sources and paging system. One ceiling speaker will be installed in the room. Mixing, routing processing and paging will be done by QSC's line of digital signal processors with Dante technology included and on QSC amplifier will power the speakers in the 1 zone. A paging station will be installed in the pro shop and connected to the paging network. Following are the sources for the room:

1. Paging system
2. Sources from the headend

CONTROL –

CCS Presentation Systems will provide, install and program a Crestron control system. A 10" wired touch panel will be installed on the wall. A paging station will be installed on the pro shop desk and will be controlled by the button panel on the device. The following functions will be controlled by the system:

1. Video source routing
 - a. Multiple sources to multiple displays (Full video matrix)
2. Audio controls
 - a. Generic volume controls
 - b. Program audio
 - i. Multiple sources to multiple zones (full matrix)
 - ii. Paging microphones

- a. Automated system power at predetermined time every day
- 4. Touch panel items
 - a. Password protection
- 5. Equipment Power
 - a. Turn on/off the equipment

RESPONSIBILITIES –

The customer will be responsible for adding network and power as directed by CCS Presentation Systems. Any and all cutouts in furniture for pop up or cable cubby interfaces are the responsibility of the client.

CAFÉ AREA

OVERVIEW –

CCS Presentation Systems will provide and install a 65" flat panel monitor on an articulating wall mount in the corner of the room and another 65" display behind the bar. Sources for the monitor will be the sources in the headend system. A 6" speaker in the ceiling will be sourced by the paging system and the headend sources.

VIDEO –

CCS Presentation Systems will provide and install in the room a 65" 4K display mounted on an articulating wall mount in the corner of the room and another 65" display behind the bar area.

Inputs into the system will be routed by a Crestron NVX matrix switching system so that any source can be routed to any display. The sources in the room will be:

- 1. All sources from the headend

AUDIO –

CCS Presentation Systems will provide and install an audio system that will provide audio from the program sources and paging system. One ceiling speaker will be installed in the room. Mixing, routing processing and paging will be done by QSC's line of digital signal processors with Dante technology included and on QSC amplifier will power the speakers in the 1 zone. Following are the sources for

1. Paging system
2. Sources from the headend

CONTROL –

This room will be controlled by the other room's touch panels.

RESPONSIBILITIES –

The customer will be responsible for adding network and power as directed by CCS Presentation Systems. Any and all cutouts in furniture for popup or cable cubby interfaces are the responsibility of the client.

BANQUET HALL

OVERVIEW –

CCS Presentation Systems will provide and install a presentation system in the room. A 2x2 video wall will be installed in the front of the room with two 75" 4K flat panel displays mounted in the rear of the room hanging from tilting wall mounts. The 2x2 video wall will be comprised of four 55" flat panel displays. Sources in the room will be a wall plate in the front of the room with HDMI and VGA connections, a wireless presentation gateway and a connection to the headend sources.

An audio system will be installed in the room using 6 ceiling pendent speakers and 1 sub-woofer pendent ceiling speaker. All program sources will be able to be switched to be played through the ceiling speakers. A wireless handheld microphone will be used for voice lift in the room. An I/O Aux plate will be installed in the room and a Bluetooth gateway will also be installed in the room to connect a phone to the audio system.

A control system will be installed in the room to control all the equipment. CCS Presentation Systems is responsible for programming the control system. A 10" touch panel located on the rear wall will be used as the control point for the room.

VIDEO –

CCS Presentation Systems will provide and install in the room a 2x2 video wall composed from four 55" flat panel monitors with thin bezels. Two 75" flat panel 4K displays will be hung on tilting wall mounts in the rear of the room.

Inputs into the system will be routed by a Crestron NVX matrix switching system so that any source

can be routed to any display

1. Sources from the headend
2. One wall plate mounted on the wall of the room with a HDMI and VGA input
3. A wireless presentation gateway

AUDIO –

CCS Presentation Systems will provide and install an audio system that will provide audio from the program sources in the room as well as provide for voice lift. Six ceiling speakers with one sub-woofer will be installed in the room to play back audio from the 1 wireless microphones in the room. Program audio from the selected source will also play back through the ceiling speakers. Mixing, routing and processing will be done by QSC's line of digital signal processors with Dante technology included and two QSC amplifiers will power the speakers in 1 zone. Following are the sources for the room:

1. Sources from the headend
2. One wall plate mounted on the wall of the room with a HDMI and VGA input
3. 1 handheld wireless microphone
4. Paging system
5. A wireless presentation gateway
6. A Bluetooth audio gateway on a wall plate in the room
7. An I/O Aux will be installed on a wall plate in the room

CONTROL –

CCS Presentation Systems will provide, install and program a Crestron control system. A 10" wired touch panel will be installed on one of the walls of the room. The following functions will be controlled by the system:

1. Video source routing
 - a. Multiple sources to multiple displays (Full video matrix)
2. Audio controls

- b. Program audio
 - i. Single source to single zone
 - ii. Multiple sources to multiple zones (full matrix)
 - iii. Wireless microphones
- 3. Room automation
 - a. Automated system power at predetermined time every day
- 4. Touch panel items
 - a. Password protection
- 5. Equipment Power
 - a. Turn on/off the equipment

RESPONSIBILITIES –

The customer will be responsible for adding network and power as directed by CCS Presentation Systems. Any and all cutouts in furniture for popup or cable cubby interfaces are the responsibility of the client.

BALCONY

OVERVIEW –

CCS Presentation Systems will provide and install a 65" flat panel monitor on an articulating wall mount. Sources for the monitor will be the sources in the headend system and a HDMI connection mounted on a wall under the display. Two ceiling mounted pendent speakers will be installed to play back audio from the program sources. The display will be controlled by the touch panel in the Pro's office or the Banquet Room. If the user connects a laptop to the wall plate, the system will automatically switch to that source.

VIDEO –

CCS Presentation Systems will provide and install in the room a 65" 4K flat panel display hanging

from an articulating

Inputs into the system will be routed by a Crestron NVX matrix switching system so that any source can be routed to the display. The sources in the room will be:

1. Sources from the headend
2. A HDMI wall plate located directly below the display.

AUDIO –

CCS Presentation Systems will provide and install an audio system that will provide audio from the program sources and paging system. Two ceiling speakers will be installed in the room. Mixing, routing processing and paging will be done by QSC's line of digital signal processors with Dante technology included and on QSC amplifier will power the speakers in the 1 zone. The audio from the display will be heard through the speakers in the display. Following are the sources for the room:

1. An HDMI input located on a wall plate directly under the display.
2. Sources from the headend

CONTROL –

CCS Presentation Systems will provide, install and program a Crestron control system. The touch panels in the Pro shop and the Banquet facility will be used to control the display. If the user connects a laptop to the wall plate, the system will automatically switch to that source. The following functions will be controlled by the system:

1. Audio controls
 - a. Generic volume controls
 - b. Program audio
 - i. Multiple sources to single zone
2. Room automation
 - a. Automated system power at predetermined time every day
3. Equipment Power
 - a. Turn on/off the equipment

The customer will be responsible for adding network and power as directed by CCS Presentation Systems. Any and all cutouts in furniture for pop up or cable cubby interfaces are the responsibility of the client.

CONFERENCE ROOM

OVERVIEW –

CCS Presentation Systems will provide and install a presentation system with web conference capabilities in the conference room. A 65" 4K flat panel monitor will be used as the display for the room. Sources for the display will be a HDMI cable coming through a grommet in the table. Control will be done by the 5" touch panel on the table.

The headend sources will be available to the room as a spare input on the display.

VIDEO –

CCS Presentation Systems will provide and install in the room a 4K 65" flat panel display hanging from a tilting wall mount.

Inputs into the system will be routed by the display. The sources in the room will be:

1. A HDMI connection at the table, coming up through a grommet
2. The headend sources

AUDIO –

All audio will be heard through the speakers in the display.

CONTROL –

CCS Presentation Systems will provide, install and program a Crestron control system. A 5" wired touch panel will be installed on the table. The following functions will be controlled by the system:

1. Video source routing
 - a. Headend sources
 - b. Multiple sources to single display

- a. POTS calls
 - b. Notification of incoming call
3. Audio controls
- a. Generic volume controls
 - b. Program audio
 - i. Multiple sources to single zone
 - c. Conference audio (video and phone)
 - i. Table microphones
4. Equipment Power
- a. Turn on/off the equipment
5. Source control – Cable Box
- a. Remote emulation

EQUIPMENT RACK AND FURNITURE –

A Wiremold floor raceway will be installed from the table to the wall under the display to use a wire raceway.

RESPONSIBILITIES –

The customer will be responsible for adding network and power as directed by CCS Presentation Systems. Any and all cutouts in furniture for popup or cable cubby interfaces are the responsibility of the client.

HEADEND

OVERVIEW –

CCS Presentation Systems will provide and install an equipment rack for use in the equipment room. All shared sources and processing equipment will be housed here. The shared sources will be one

Sonos Connect streaming servers, four owner supplied cable boxes, One Blu-Ray player, two owner supplied PCs, one digital signage player and one AM/FM tuner. The headend includes 2 wireless keyboards that will work in the Banquet Hall and Pro Shop.

VIDEO –

The shared sources in the equipment rack will be:

1. Four owner supplied cable boxes
2. Two owner supplied PCs
3. One Blu-Ray Player
4. One Brightsign digital signage player

AUDIO –

Following are the shared sources for the equipment rack:

1. Four owner supplied cable boxes
2. One Sonos Connect streaming audio servers
3. One AM/FM tuner
4. Two owner supplied PCs
5. One Blu-Ray Player
6. One Brightsign digital signage player

EQUIPMENT RACK AND FURNITURE –

Two 40RU equipment racks with all necessary power distribution will be installed in the room.

RESPONSIBILITIES –

The customer will be responsible for adding network and power as directed by CCS Presentation Systems. Any and all cutouts in furniture for popup or cable cubby interfaces are the responsibility of the client.

Audio Equipment

1	CAT6 Basestation Connection Kit Wall Mounted CAT6 Connection Kit
1	CCS Misc Pole Mount for Speaker
2	GROMMES SLS Speaker Line-Lightning Suppressor
2	JBL Pro AWC62 2-Way coaxial loudspeaker with 6.5" LF
7	QSC AD-S6T-BK 6.5 inch Two-way surface speaker, 70/100V transformer with 8 Ohm, bypass, 105 degree conical DMT coverage, includes X-Mount and weather input cup. Black. Priced individually but must be purchased in pairs.
2	QSC ISA300T1 2 channels, 185 watts/ch at 8 Ohm, 280 watts/ch at 4 Ohm, 430 watts/ch at 2 Ohm, 300 watts/ch at 70V
1	QSC PS-1650G Q-SYS 16-Button Command Code (A-P) Wall Mounted Page Station; Gooseneck (G) Microphone
2	Shure UA505 Mounting Bracket and BNC Adapter for Remote Antenna Mounting (Contains one)
2	Shure UA8100 100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type
2	Shure UA8-470-542 1/2 Wave Omnidirectional Antenna for ULXD4 Receiver, P10T Transmitter, (470-542 MHz)

Audio Equipment Total

\$9,694.67

Integration Services

* Price Includes Accessories

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- 1 **CCS Freight**
Shipping & Handling
- 1 **CCS Misc**
Misc cables and hardware
- 1 **CCS Labor**

Integration Services Total

\$4,165.22

Outdoor Paging Total

\$13,859.89

* Price Includes Accessories

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Video Equipment

- | | |
|---|---|
| 1 | CAT6 Touch Panel Connection Kit
Wall Mounted CAT6 Connection Kit |
| 1 | CAT6A Rack-Display Connection Kit
CAT6A Rack-Display Connection Kit |
| 1 | Crestron Electronics DM-NVX-350
DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder |
| 1 | NEC V654Q
LCD 65" Value Large Format Display |

Video Equipment Total

\$4,671.79

Audio Equipment

- | | |
|---|--|
| 1 | CAT6 Basestation Connection Kit
Wall Mounted CAT6 Connection Kit |
| 1 | QSC AD-C6T-WH
6.5 inch Two-way ceiling speaker, 70/100V transformer with 16 Ohm, bypass, 135 degree conical. White. Priced individually but must be purchased in pairs. |
| 1 | QSC PS-1650G
Q-SYS 16-Button Command Code (A-P) Wall Mounted Page Station; Gooseneck (G) Microphone |
| 1 | QSC SPA2-60
1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 Ohm & 4 Ohm, Bridged operation 200 watts into 8 Ohm & 4 Ohm, and 250 watts into 70v and 100v / 100-240 VAC Operation |

Audio Equipment Total

\$2,675.67

Control Equipment

- | | |
|---|---|
| 1 | Crestron Electronics TSW-1060-W-S
Touch screen, 10.1", white smooth color |
|---|---|

* Price Includes Accessories

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Control Equipment Total

\$1,482.65

Integration Services

- 1 CCS Freight**
Shipping & Handling
- 1 CCS Misc**
Misc cables and hardware
- 1 CCS Labor**

Integration Services Total

\$3,099.48

Pro Shop Total

\$11,929.59

* Price Includes Accessories

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Video Equipment

2	CAT6A Rack-Display Connection Kit CAT6A Rack-Display Connection Kit
2	Crestron Electronics DM-NVX-350 DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder
1	NEC V654Q LCD 65" Value Large Format Display
1	NEC V654Q LCD 65" Value Large Format Display

Video Equipment Total	\$8,479.42
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Audio Equipment

1	QSC AD-C6T-WH 6.5 inch Two-way ceiling speaker, 70/100V transformer with 16 Ohm, bypass, 135 degree conical. White. Priced individually but must be purchased in pairs.
1	QSC SPA2-60 1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 Ohm & 4 Ohm, Bridged operation 200 watts into 8 Ohm & 4 Ohm, and 250 watts into 70v and 100v / 100-240 VAC Operation

Audio Equipment Total	\$565.78
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Integration Services

1	CCS Freight Shipping & Handling
1	CCS Misc Misc cables and hardware
1	CCS Labor

Integration Services Total	\$1,607.38
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* Price Includes Accessories

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* Price Includes Accessories

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Video Equipment

1	Barco 2x2 UniSee 2x2 Unisee Video Wall
1	CAT6 Touch Panel Connection Kit Wall Mounted CAT6 Connection Kit
5	CAT6A Rack-Display Connection Kit CAT6A Rack-Display Connection Kit
1	CAT6A WP-Rack Connection Kit CAT6A WP-Rack Connection Kit
6	Crestron Electronics DM-NVX-350 DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder
2	Crestron Electronics DM-NVX-351 DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder with downmixing
1	Crestron Electronics HD-MD-300-C-E-W High definition scaling auto-switcher and extender 300, white
1	Mersive SP-8100-E1 Solstice Pod Gen3 SGE Enterprise with 1 year Subscription
2	NEC Display Solutions V754Q 75 Inch Ultra High Definition Professional Display
2	OFE - Owner Furnished GENERIC PC [OFE] - PC

Additional Options

1	CAT6A Rack-Display Connection Kit CAT6A Rack-Display Connection Kit	\$847.18
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Video Equipment Total		\$52,795.37
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Audio Equipment

* Price Includes Accessories

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- 1 **Covid W1135S-CA**
1-Gang, Neutrik 3 Pin XLR Female

- 1 **QSC AD-P.SUB-WH**
6.5 inch Dual voice-coil pendant subwoofer, provides High-pass output for up to four (4) satellite speakers, 70/100V transformer with 4 Ohm bypass, includes cable and fasteners for suspended installation. Available in white.

- 6 **QSC AD-P6T-WH**
6.5 inch Two-way pendant speaker, 70/100v transformer with 16 Ohm, bypass, 135 degree conical DMT coverage, Includes cable and fastener for suspended Installation. White

- 1 **QSC SPA2-200**
1/2 RU 2 Channel ENERGY STAR amplifier / Stereo Operation 200 watts into 8 Ohm & 4 Ohm, Bridged operation 400 watts into 8 Ohm & 4 Ohm, and 350 watts into 70v and 100v / 100-240 VAC Operation

- 1 **QSC SPA2-60**
1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 Ohm & 4 Ohm, Bridged operation 200 watts into 8 Ohm & 4 Ohm, and 250 watts into 70v and 100v / 100-240 VAC Operation

- 1 **Shure QLXD24/SM58-G50**
SM58 Vocal System

- 2 **Shure UA505**
Mounting Bracket and BNC Adapter for Remote Antenna Mounting (Contains one)

- 2 **Shure UA8100**
100' UHF Remote Antenna Extension Cable, BNC-BNC, RG213/U Type

- 2 **Shure UA8-470-542**
1/2 Wave Omnidirectional Antenna for ULXD4 Receiver, P10T Transmitter, (470-542 MHz)

Audio Equipment Total

\$4,906.27

Control Equipment

- 1 **CAT6A WP-Rack Connection Kit**
CAT6A WP-Rack Connection Kit

- 1 **Crestron Electronics TSW-760-W-S**
7" Touch screen, white smooth

* Price Includes Accessories

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Control Equipment Total

\$1,040.64

Integration Services

1 CCS Freight
Shipping & Handling

1 CCS Misc
Misc cables and hardware

1 CCS Labor

Integration Services Total

\$8,219.34

Banquet Hall Total

\$66,961.62

* Price Includes Accessories

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Video Equipment

1	CAT6A Rack-Display Connection Kit CAT6A Rack-Display Connection Kit
1	Covid W1114F-CA 1-Gang, HDMI Female
1	Crestron Electronics DM-NVX-350 DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder
1	NEC V654Q LCD 65" Value Large Format Display

Video Equipment Total	\$4,147.87
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Switching

1	Extron 60-1483-01 Two Input HDMI Switcher
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Switching Total	\$469.46
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Audio Equipment

2	QSC AD-P6T-WH 6.5 inch Two-way pendant speaker, 70/100v transformer with 16 Ohm, bypass, 135 degree conical DMT coverage, Includes cable and fastener for suspended Installation. White
1	QSC SPA2-60 1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 Ohm & 4 Ohm, Bridged operation 200 watts into 8 Ohm & 4 Ohm, and 250 watts into 70v and 100v / 100-240 VAC Operation

Audio Equipment Total	\$1,040.72
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Integration Services

1	CC5 Freight Shipping & Handling
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* Price Includes Accessories

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1 **CCS Misc**
Misc cables and hardware

1 **CCS Labor**

Integration Services Total

\$1,995.41

Balcony Total

\$7,653.46

* Price Includes Accessories

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Video Equipment

- 1 **Covid HD28-25RM**
HDMI Cable with Built in Repeater, 28 AWG, 25ft
- 1 **Crestron Electronics DM-NVX-350**
DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder
- 1 **NECV654Q**
LCD 65" Value Large Format Display
- 1 **Wiremold OFR10A**
OVER FLR RCWY ENT END FIT
- 1 **Wiremold OFR48-2MRTC**
2GNG BOX TRANS TO MRTC
- 1 **Wiremold OFRBC-8R**
OFR BASE AND COVER

Additional Options

- 1 **CAT6A Rack-Display Connection Kit** \$847.18
CAT6A Rack-Display Connection Kit

Video Equipment Total \$4,968.17

Control Equipment

- 1 **Crestron Electronics TSW-560-NC-B-S**
Touch screen, 5", no camera or microphone, black smooth

Control Equipment Total \$945.15

Integration Services

- 1 **CCS Freight**
Shipping & Handling
- 1 **CCS Misc**
Misc cables and hardware

* Price Includes Accessories

Integration Services Total

\$2,530.08

Conference Room Total

\$8,443.40

* Price Includes Accessories

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Video Equipment

- 1 **BrightSign XT1144**
Expanded I/O Player
- 8 **Crestron Electronics DM-NVX-350**
DigitalMedia 4K60 4:4:4 HDR network audio/video encoder/decoder
- 1 **Denon Pro DN-500BD**
Blu-ray disc player
- 6 **Logitech 910-005235**
RF Receiver for Desktop Computer/Notebook
- 2 **Logitech K830**
Illuminated Living-Room Keyboard
- 4 **OFE - Owner Furnished CABLE BOX**
Owner Furnished Cable Box
- 2 **OFE - Owner Furnished GENERIC PC**
PC

Video Equipment Total	\$11,666.19
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Audio Equipment

- 1 **Attero Tech unAX2IO+**
AES67 Networked Audio Wall Plate - 4x2 Mic/Line I/O (2 Mic), White and Black included
- 1 **Attero Tech unD6IO-BT-W-U**
Dante Networked Audio Wall Plate - 4x2 Multi I/O with Bluetooth Audio, White, UDP control
- 2 **CAT6 Wallplate Connection Kit**
Wall Mounted CAT6 Connection Kit
- 1 **Crestron Electronics SNS-CTNZPUS1**
Sonos CONNECT Streaming Player & Preamplifier (CTAZPUS1), Sold in the US only, MSRP/List price shown is the MINIMUM resale price

* Price includes Accessories

- 1 **Denon Pro DN-300DH**
AM/FM/DAB+ Digital Tuner

- 1 **Middle Atlantic RSH4S2S**
Custom wide rackshelf 2 space SPAT, 11.5" depth

- 1 **QSC Core 110f**
Multipurpose software based digital audio signal processor

- 2 **Shure UA221**
Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners, Four Coaxial Cables, and Attaching Hardware

- 1 **Shure UA844+SWB**
Five-way active antenna splitter and power distribution system for QLX-D , ULX , ULX-D , SLX , and BLX (BLX4R only) receivers. (470-952 MHz)

Audio Equipment Total	\$5,834.93
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Control Equipment

- 1 **Aruba 2930F**
24G 4SFP+ Switch - 24 Ports - Manageable

- 1 **Crestron Electronics CP3N**
3-Series Control System

- 1 **Tripp-Lite N062-024-KJ-SH**
24-Port 1U Rack-Mount Shielded Blank Keystone/Multimedia Patch Panel

Control Equipment Total	\$3,710.14
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Equipment Racks

- 1 **40RU Gangable Rack**
40RU Gangable Equipment Rack

- 1 **QSC Core 110f**
Multipurpose software based digital audio signal processor

Equipment Racks Total	\$9,901.75
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Integration Services

* Price Includes Accessories

Brookshire Golf Course AV Phase 2

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- 1 **CCS Freight**
Shipping & Handling
- 1 **CCS Misc**
Misc cables and hardware
- 1 **CCS Labor**

Integration Services Total \$4,840.51

Head-End Equipment in Rack Room Total \$35,953.52

Price Adjustments

Integration Services

- 1 **CCS Misc**
Price Adjustments

Integration Services Total (\$5,850.00)

Price Adjustments Total (\$5,850.00)

Project Subtotal: \$149,604.06

* Price Includes Accessories

Brookshire Golf Course AV Phase 2

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PROJECT SUMMARY

Total Installation Price: \$149,604.06

Grand Total: \$149,604.06

Client: Todd Luckoski

Date

Contractor: CCS Presentation Systems

Date

Brookshire Golf Course AV Phase 2

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Responsibilities and Assumptions

Customer Responsibilities

CCS can supply necessary drawings and details for certain items that are better handled by the Contracting Party, Purchaser or others. The costs for these services are not included in this proposal.

- Supply and installation of all 120V wiring for AV requirements.
- Supply and installation of any junction boxes, wall boxes, conduits and floor boxes needed for AV connection.
- Supply and installation of all necessary wall backing or structure for LCD displays, speakers, recessed screens, etc.
- All necessary permits and fees to conform to state and city building codes.
- Telephone and data network for audio, video, or control equipment. This includes configuration of your VoIP system to work with our audio conferencing equipment.
- Supply and installation of phone or data, related to connection of video teleconferencing system to network. Configuration of your network to work with the AV system. Network should be in place and tested one week prior to equipment installation.
- Loading of software of any kind on computer(s). Products that include software will be provided to the customer for installation on their equipment. Training on software is not included unless specifically shown in our proposal.
- All labor is priced as non-union.
- Installation of custom rear projection screens, associated millwork or wall construction.
- Installation of recessed projection screens plaster, drywall or hard ceilings
- Any rework of ceiling tiles and grid due to the installation of above ceiling equipment.
- Any modifications to millwork or installation required for installation of audio visual equipment. This includes modifications to provide adequate airflow. Modifications to millwork or furniture, unless otherwise noted in the quotation
- Any required asbestos abatement.

Assumptions

- Room Availability - Room(s) in which installation is to be done will be made available for CCS Presentation Systems' exclusive use on the day(s) of the scheduled installation. Installations will be scheduled Monday - Friday (excluding holidays) between the hours of 7:00AM - 6:00 PM.
- Parking - The customer will provide adequate parking for CCS Presentation Systems' vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, the customer will validate the parking ticket for CCS Presentation Systems' vehicle(s).
- Merchandise Storage - Once new merchandise sold and provided by CCS Presentation Systems for this installation has been delivered to the job site and signed for by a representative of the customer. The customer will assume responsibility for the secure storage of such merchandise until the completion of the installation.
- Existing Equipment Documentation - If this project entails installation and/or re-use of any existing equipment owned by the customer, the customer shall, at CCS Presentation Systems' request, provide CCS Presentation Systems with any documentation which CCS Presentation Systems may require in order to properly install and/or integrate that equipment into the new system.

General Terms and Conditions

1. **PREVAILING TERMS AND CONDITIONS:** These Terms and Conditions, together with any appendix or other document into which these Terms and Conditions are incorporated (the "Agreement"), form the entire agreement between CCS Presentation Systems (CCS) and Customer as to the subject matter addressed herein (this "Agreement") and will become effective upon the execution of Customer. Requests for quotation, notification of acceptance or other purchasing documents provided by Customer concerning Products which are inconsistent with, different from or in addition to this Agreement are hereby rejected. In the event of a discrepancy in unit and extended pricing, the unit price will prevail.
2. **PAYMENT TERMS:** Subject to credit approval, the Customer shall pay within 30 days of invoice date for non-installation orders. Installed system orders require a minimum 50% down payment with order. Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to progressive billing as well. In such cases, CCS will invoice for equipment received and assigned to the project (order). Progressive invoices will be due and payable according to normal credit terms. If at any time, Customer fails to pay invoices when due, or if for any reason CCS feels insecure in extending credit, CCS may decline to provide further goods on credit.

Any account payments shall not extinguish any unpaid portion of the subject invoices, despite any notation on or accompanying payment such as "in full payment" or "in full satisfaction," or words of similar effect. CUSTOMER UNDERSTANDS THAT THIS PROVISION CONSTITUTES A WAIVER OF RIGHTS UNDER APPLICABLE LAW.

3. **FAILURE TO PAY:** If the Customer fails to pay CCS for products when due, then in addition to any other remedies available to CCS under this Agreement or allowed by law for that default, Customer will pay CCS an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and CCS's reasonable expenses of collection, including, but not limited to, attorneys' and experts' fees and court costs.

Failure by Customer to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or its property, CCS may, at its option, cause the entire unpaid balance to become immediately due and payable and CCS shall have the right to enter at any time without notice upon the premises where any of the materials procured by Customer from CCS are located and take possession, reclaim, and exercise any and all rights available at law or equity to CCS with respect to the materials or collection of debt. Customer hereby expressly waives any right to action that may accrue by reason of the entry for taking possession of or the selling of with respect thereto including service charges and reasonable attorneys' fees and court costs. Customer agrees to reimburse CCS for all costs and expenses, including attorneys' fees and court costs, which CCS may incur in connection with any federal or state insolvency proceeding commenced by or against Customer, including those seeking dismissal or conversion of the bankruptcy proceeding, or opposing confirmation of Customer's plan there under.

4. **ADDITIONAL SECURITY FOR PAYMENT:** Customer hereby agrees to execute such additional documents as CCS may require from time to time including a personal and/or business guarantee and UCC Financing Statements. As collateral securing Customer's obligations, Customer grants to supplier a continuing security interest in all of Customer's accounts and all goods provided by CCS to Customer (whether or not paid for by Customer).
5. **APPROVAL OF ORDERS:** All Customer purchase orders for Products under this Agreement are subject to acceptance by CCS including, if appropriate, approval by CCS Credit Department. Upon notice by CCS, Customer will furnish CCS such financial information as CCS may reasonably request for this approval. CCS may, in its sole discretion, cancel this

General Terms and Conditions

Agreement at any time if Customer fails to meet credit requirements established by CCS.

6. **DELIVERY:** Delivery times shown on the quote are typical for the quoted equipment but may vary due to equipment availability and installation department workload. Relevant information regarding delivery and installation scheduling, if applicable, will be provided to you as soon as we receive it. CCS will not be responsible for delivery delays due to product availability or express shipping charges to expedite delivery.
7. **TRANSPORTATION COSTS:** Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. CCS will prepay these costs and invoice them to Customer.
8. **TITLE AND RISK OF LOSS:** Title and risk of loss of or damages to any Products will pass to Customer upon CCS's delivery of them to the carrier. All claims for damage to or loss of Products must be made by Customer directly to the carrier or the insurance Customer.
9. **TAXES:** The prices for Products indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Customer shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. CCS will invoice Customer for any of these taxes CCS is legally obligated to collect from Customer.
10. **INSTALLATION:** If applicable, installation will be performed during our normal working hours, 7:00 a.m. - 6:00 p.m., Monday through Friday (excluding holidays) unless otherwise noted on the quote. If installations are scheduled outside of normal business hours due to client's request, those hours will be billed at overtime rates. Installation schedules must be coordinated through our Installation Department. When delivery of all required equipment is confirmed, our Installation Department will contact you to work out a firm installation schedule. If an installation must be re-scheduled at your request, it will be moved to the next suitable opening in the Installation Department schedule. If upon arrival on the scheduled installation date CCS is prohibited from working in the rooms the Customer will be responsible for all costs associated with rescheduling.
11. **CHANGES/RETURNS:** Due to the custom nature of Audio and Video equipment, customer-requested changes or changes to design once equipment is on-hand or in transit, may result in re-stocking charges to the Customer. Re-stocking charges will be assessed at the rate of 20% of the original purchase price. Any changes to the agreed-upon scope of work defined in the quote must be authorized in writing and will result in additional charges. These charges will be accomplished via a change order that must be completed and signed by both parties before any equipment or labor is provided as a result of the change in scope of work.
12. **WARRANTY:** CCS makes no warranty regarding the equipment used in the system, and does not assume any manufacturer's warranties for such equipment. For installed systems CCS warranty covers removal, repair and replacement of equipment on a "return to factory" basis for a period of **ninety (90) days** for equipment covered under the manufacturer's warranty. After **ninety (90) days** CCS will charge the customer for labor to remove and replace any equipment covered under the manufacturer's warranty.

Please note: CCS will assist the customer in obtaining cure under manufacturers' warranties for system equipment for a period of one (1) year from the date of Substantial Completion at no cost to the Owner. This will include providing invoices,

General Terms and Conditions

warranty information and contacting the manufacture on behalf of the customer to initiate warranty repairs or replacement.

CCS recommends the purchase of the optional **CCS Extended Labor Warranty and 1 Year Managed Service Agreement**.

This agreement provides one (1) preventive maintenance call and extends the labor warranty for removal, repair and replacement of the equipment to one (1) year. Without acceptance of the **CCS Extended Labor Warranty & 1 Year Managed Service Agreement** any labor for removal and replacement of equipment covered under manufacturer warranty, non-warranty service calls, manufacturers repair fees, shipping charges and bench time will be billed at the prevailing labor and travel rates.

CCS warrants the system or systems it designs, sells, and installs to be free of defects in our workmanship and installation materials (cables, connectors and hardware) for a period of one (1) year from the date of Substantial Completion. If during that time, the system fails to perform as specified due to defective workmanship or installation materials, CCS will correct the problem at no additional charge.

CCS is not responsible for the condition or functionality of the customer's existing equipment.

Definitions:

Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the Work for its intended use. This is the date that the customer begins utilizing the equipment.

Workmanship is our physical installation of the equipment and components so that they form a complete system.

Installation Materials are the cables, connectors, hardware and accessories utilized to assemble the equipment into a functioning system.

Equipment is the physical components such as audio, video and control system electronic components, microphones, cameras, projection screens, lecterns, racks and furniture that are provided with a separate manufacturer provided warranty.

Limitations: This warranty does not apply to any appearance items of the product or to any product the exterior of which has been damaged or defaced. This warranty does not cover failure due to system or product misuse, abnormal service or handling, removal of Customer's media or replacement, improper operation, system alterations or modifications from CCS's design or construction, or failure to maintain or use equipment in accordance with manufacturer recommendations. This warranty does not cover damage caused by fire, smoke, water, lightning, electrical surges or other damage caused by weather, natural disaster, or any outside forces. This warranty does not cover service calls that are the result of the mis-adjustment of the system or the connection of Owner's equipment to the system. This warranty does not include maintenance activities such as re-convergence of projections systems, re-programming of control systems or the replacement of projection lamps or other expendable items. CCS is not responsible for "image burn" as a result of prolonged periods of static images being displayed on certain devices.

General Terms and Conditions

The duties of CCS are limited to those expressly stated in this Agreement. CCS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ON THE SYSTEM OR ANY PARTS OR SERVICE RENDERED HEREUNDER. CCS SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF BUSINESS OPPORTUNITIES OR LOST PROFITS, DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S DIFFICULTY WITH OR INABILITY TO USE THE SYSTEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT.

13. **WAIVER:** Either party's waiver of the other's default in its obligations under any terms or conditions of this Agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

14. **BONDING:** If required CCS can provide performance bonding for work covered under this Agreement. Cost for such bonding will be added to the first progress invoice.

15. **ENTIRE AGREEMENT:** This Agreement and appendices to this Agreement supersedes, terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on attached schedules, quote summaries and/or change

Payment Terms and Schedule

Payment Breakdown	Amount	Due Date
TOTAL	\$149,604.06	

Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to monthly progressive billing. In such cases, CCS will invoice for services performed and equipment received and assigned to the project. Progressive invoices will be due and payable according to our normal credit terms.

Optional - CCS Extended Labor Warranty & Managed Service Agreement

Refer to warranty section of proposal for details.

Please initial here _____ if accepted.

As the authorized representative of the Customer, I acknowledge that I have read the attached scope of work and fully understand what is being proposed. I also acknowledge that I have read the customer responsibilities section, assumptions and general terms and conditions.

By accepting our proposal whether by purchase order or signed contract I accept the Payment Terms and Conditions shown above. I understand that the **Total** shown on the **Payment Terms and Schedule** may not include any applicable sales tax and that applicable tax will be added to our invoice if required.

I understand that the warranty for labor on installed equipment is covered for a period of **ninety (90) days** unless an optional extended labor warranty and/or preventive maintenance agreement is accepted and initialed in the **Payment Terms and Schedule** shown above. I understand that without this agreement CCS will charge the customer for labor to remove and replace any equipment covered under the manufacturer's warranty after **ninety (90) days** from the date of substantial completion. Substantial Completion is the stage in the progress of the work when the customer begins utilizing the system for its intended use.

Payment Terms and Schedule

As the authorized representative of the Customer, I agree and accept the terms and conditions of this sales contract.

CCS Presentation Systems

City of Carmel

Signed: _____

Signed: _____

Name: Rick Streb _____

Name: _____

Title: Account Manager _____

Title: _____

Date: _____

Date: _____

Phone: (800) 742-5036 _____

Phone: _____

Fax: (812) 376-3557 _____

Fax: _____

*All change orders will be invoiced at time of change



EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 20th day of December, 2020

Angela Armentrout
Printed: Angela Armentrout

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

Printed: _____

City of Carmel

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
35-60000972

PAGE	1
PURCHASE ORDER NUMBER	34606
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
8-23-19	8-23-19		372795	AV EQUIPMENT

VENDOR *CCS*
1256 Washington St
Columbus, IN 47201

SHIP TO

Brookshire Golf
12120 Brookshire Pkwy
Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	AV System	Audio/Video Equipment		\$149,604.06

Send Invoice To:

Brookshire Golf Club
12120 Brookshire Pkwy
Carmel, IN 46033

149,604.06

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
1207	BOND			

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY

TITLE

*James R. G...
Director of Admin*

CLERK-TREASURER

DOCUMENT CONTROL NO. **34606**

RESOLUTION NO. BPW 01-08-20-02

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING GRANT AGREEMENT**

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2020.

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:

Sue Wolfgang, Clerk

Date: _____



GRANT AGREEMENT

This Grant Agreement (herein referred to as “Agreement”) entered into by and between the City of Carmel (the “City” or “Grantor”) and Carmel Music and Film Festival, Inc. (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That Grantee is an Indiana not-for-profit corporation working in partnership with the City to promote the arts by presenting a music and film festival, as well as other community programming and events.
2. **Tourism and Economic Development.** The City believes the opportunity to provide a music and film festival for its citizens will attract tourists from other cities and states and encourage economic development and tourism.
3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds to accomplish the stated purpose in Sections 1 and 2 hereinabove.
4. **Warranty of non-profit status.** Grantee and City hereby mutually represent and warrant that Grantee is a not-for-profit corporation formed in Indiana and does not now and will not have shareholders and will not issue dividends.
5. **City’s right to request audit or review.** Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City’s request, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds from the City for the purpose of an audit requested by the City, the State of Indiana, or their designees.
6. **Quarterly financial statements.** Grantee agrees to provide the City quarterly financial statements within 45 days after each quarter-end.

7. **Year-end review.** Grantee agrees to provide the City a year-end report (“Year End Report”) for each year, describing how the grant was used and the impact of the dollars received.

8. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Carmel Music and Film Festival or to accomplish the stated purpose in Sections 1 and 2 hereinabove and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received from the City.

9. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ any unauthorized aliens.

The Grantee affirms under the penalties of perjury that it has enrolled and is participating in the E-Verify program as defined in Indiana Code § 22-5-1.7-3. The Grantee agrees to provide documentation to the City that he/she/it has enrolled and is participating in the E-Verify program.

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

10. **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, it waives its 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.

11. **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 provision of this Agreement shall remain in full force and effect.

12. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee 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 12 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.

- 13. **Continuation.** Grantee agrees any grants awarded in any year shall be subject to the terms of this Agreement.
- 14. **Partnership.** City agrees to work with Grantee to present Carmel Music and Film Festival.
- 15. **Insurance.** Grantee agrees to purchase liability insurance with standard terms and City agrees that its insurance provides certain coverage for events held on City property.

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

CARMEL MUSIC AND FILM FESTIVAL INC. ("Grantee")

By: 
Ronald E. Carter, Board Member

Date: 12/19/2019

CITY OF CARMEL ("Grantor")

By: 
James Brainard, Mayor

Date: 19 December 2019

ATTEST:

Date: _____



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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated February 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

CrossRoad Engineers, P.C.

By:

By:

James Brainard, Presiding Officer

Authorized Signature

Date:

Printed Name

Mary Ann Burke, Member

Date:

Title

Lori S. Watson, Member

Date:

FID/TIN:

Last Four of SSN if Sole Proprietor:

ATTEST:

Date:

Sue Wolfgang, Clerk

Date:

November 20, 2019

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



RE: **On-Call Plan Review**
Updated Consultant Fee Request

Dear Mr. Kashman,

We have prepared this updated proposal to continue providing professional services for the City of Carmel. CrossRoad Engineers will provide these services as an extension of the City Engineer's staff on an hourly basis. The specific service we shall provide per this scope includes the technical drainage review of developer-prepared plans as your office requests in conjunction with private developer related projects.

Our November 1, 2019 invoice of \$7,317.56 reduces the remaining balance of PO #102110 to \$11,368.18. To continue work through the calendar year of 2019 and through the calendar year of 2020, I formally request an additional amount of **\$95,000** be added to the contract ceiling against which we would invoice. This amount is based on the workload already performed and projected by our office, utilizing the average monthly invoices over the 2019 calendar year and expectations that the intensity of submittals will remain steady in the 2020 calendar year. We will continue to work as efficiently as possible to minimize the City's expenditures on these developer-driven projects. Should at any time during the 2020 calendar year the supplemental amount be depleted, we shall contact you immediately to request additional funds for these services. Our 2020 Hourly Billing Rates that we will be using for work performed through December 31, 2020 are attached for your reference.

We appreciate the City's trust in our ability to provide these services and look forward to continuing working closely with your staff and helping you keep the ever-growing list of projects moving through your office. If you should have any questions or need any further information. Please do not hesitate to call me.

Sincerely,

CrossRoad Engineers, P.C.

A handwritten signature in black ink that reads "Willie Hall II". The signature is written in a cursive style with a large, stylized "W" and "H".

Willie Hall, P.E.
Vice President

Enc.



HOURLY BILLING RATES

PERSONNEL CLASSIFICATION

HOURLY RATE

DESIGN

Director	\$	160.00
Senior Project Manager		140.00
Project Manager		120.00
Project Engineer		105.00
Assistant Project Engineer		90.00
CADD Manager		105.00
CADD Technician		90.00
Assistant CADD Technician		75.00
R/W Manager		155.00
R/W Appraiser		155.00
R/W Buyer		155.00

INSPECTION

Director	\$	160.00
Resident Project Representative		125.00
Asst Resident Project Representative		115.00
Project Inspector		105.00
Assistant Project Inspector		85.00

SURVEY

Survey Manager	\$	130.00
Assistant Survey Manager		95.00
Survey Crew - 1 Man		115.00
Crew Chief		95.00
Field Man		70.00
Researcher		85.00
Survey Technician		90.00

MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2020

CROSSROAD ENGINEERS, PC

3417 SHERMAN DR, BEECH GROVE, IN 46107 // 317.780.1555 // CROSSROADENGINEERS.COM

Exhibit

A
3 of 3

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 00: 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

103521

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
12/13/2019			068025	2020 On-Call Plan Review; Contract Date 02.07.18

VENDOR: CROSSROAD ENGINEERS, PC
3417 S SHERMAN DR
BEECH GROVE, IN 46107 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42687				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 2200 Motor Vehicle Highway

Account: 43-401.00

1 Each	2020 On-Call Plan Review	\$77,888.32	\$77,888.32
		Sub Total	\$77,888.32

Account: 43-509.00

1 Each	2020 On-Call Plan Review	\$17,111.68	\$17,111.68
		Sub Total	\$17,111.68



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

PLEASE INVOICE IN DUPLICATE

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

PAYMENT \$95,000.00

*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 SMOB AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNBUGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

SHIPPING INSTRUCTIONS

- *SHIP PREPAID
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 39, ACTS 1045 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT HERETO

ORDERED BY

[Signature]

Jeremy Kashman
Director

[Signature]

James Crider
Administration

TITLE

CONTROL NO **103521**

CLERK-TREASURER

RESOLUTION NO. BPW 01-08-20-03

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING AGREEMENT**

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2020.

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:

Sue Wolfgang, Clerk
Date: _____

AGREEMENT

THIS AGREEMENT is dated this 20th day of December, 2019, by and between the City of Carmel Utilities, Carmel, Indiana ("Owner") and Lykins Contracting, LLC ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Water System Improvements, Division A – Water Main Installation – Unserved Areas
West Carmel and Division B – Home Place Water Main Extensions – Unserved Areas

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Wessler Engineering, Inc. (Engineer). The City of Carmel Utilities (Owner) assumes all duties and responsibilities, and has the rights and authority in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 The Work will be substantially completed within 570 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 600 days after the date when the Contract Times commence to run.

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,400.00 for each calendar day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall

neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, the Owner, in the form of a Change Order, shall deduct from the monies due the Contractor \$1,400.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

Seven Million Nine Hundred Ninety-Five Thousand Two Hundred Twenty Dollars
(words)

(\$7,995,220.00)
(figure)

For all Work, at the prices stated in Contractor's Bid.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and Engineer will determinate the actual quantities and classifications of Unit Price Work performed by the Contractor.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on a monthly basis during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents.

2. The retainage to be withheld will be ten percent (10%) of all work satisfactorily completed until the work is fifty percent (50%) completed, and nothing further after

that. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance on a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Contractor's Bid
 - 2. Bid Bond
 - 3. Drug Testing Plan Certification
 - 4. Agreement
 - 5. E-Verify Affidavit
 - 6. Indiana Iran Investment Certification
 - 7. Performance Bond
 - 8. Payment Bond
 - 9. General Conditions
 - 10. Supplementary Conditions
 - 11. EPA Form OEE-1 – Certification of Non-segregated Facilities

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12. EPA Form OEE-2 – Nondiscrimination in Employment
13. DBA Packet
14. Good Faith Efforts Worksheets
15. Bidder's List
16. Davis Bacon Wage Determination
17. Attachment A – Payroll Form WH-347
18. Attachment B – Required Contract Provisions Related to Davis Bacon Acts and Related Acts
19. Attachment C – Required Contract Provisions Related to Wage-Fringe Benefit Certification
20. Attachment D – IFA Wage-Fringe Benefit Certification Form
21. Attachment E – Required Contract Provisions Related to Suspension and Debarment
22. Attachment I – Required Contract Provisions Related to American Iron and Steel
23. Attachment J – Required Certification from Contract Related to American Iron and Steel
24. Specifications as contained in Project Manual dated August 2019.
25. Drawings consisting of 56 sheets dated August 2019.
26. Addenda
 - a. No. 1 dated September 16, 2019 _____
 - b. No. _____ dated _____
 - c. No. _____ dated _____
 - d. No. _____ dated _____
27. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Change Order(s).
 - c. Certificate of Substantial Completion

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- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 Contractor's Certifications

- A. Contractor certifies that is has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate (3 copies).

This Agreement will be effective on December 20, 2019 (which is the Effective Date of the Agreement).

OWNER:

City of Carmel Utilities

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

City of Carmel Utilities

30 W Main Street

Carmel, IN 46032

CONTRACTOR:

Lykins Contracting, LLC

By: Joseph E. Cook

Title: Treasurer

[CORPORATE SEAL]

Attest: Shelley Bischoff

Title: Sec.

Address for giving notices:

Lykins Contracting, LLC

12783 North SR 101

Sunman, IN 47041

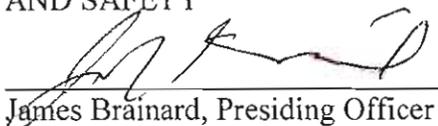
License No.: _____

N.A.

(Where applicable)

(If Contractor is a corporation or a partnership or a joint venture, attach evidence of authority to sign.)

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


James Brainard, Presiding Officer

Date: 12-20-19

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Christine Pauley, Clerk-Treasurer

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

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

_____ and

acknowledged the execution of the foregoing contract on this _____ day of

_____, 20_____.

My Commission Expires _____

(Signature)

(seal)

(Printed or Typed) (Notary Public)

This document prepared by: _____

STATE OF INDIANA)
)
COUNTY OF _____)

SS:

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 to be the Members of the City of Carmel Board of Public Works and Safety, and Christine Pauley, Clerk-Treasure of the City of Carmel, who acknowledged the execution of the foregoing "Agreement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

RESOLUTION NO. BPW 01-08-20-04

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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

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

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

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

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.
3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

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:

Sue Wolfgang, Clerk
Date: _____

CARMEL UTILITIES
30 West Main, Suite 200
Carmel, Indiana 46032

PH (317) 571-2443
FAX (317) 571-2265

WATER UTILITY
WASTEWATER UTILITY

ADVERTISEMENT / NOTICE TO BIDDERS
CITY OF CARMEL, INDIANA
US 31 Crossing Water Transmission Main
Contract 66G

Sealed Bids for the City of Carmel, Indiana, US 31 Crossing Water Transmission Main, will be received by the City of Carmel, Indiana, ("Owner") at the office of the Clerk Treasurer in City Hall, One Civic Square, Carmel, Indiana 46032, until 10:00 a.m., local time, on October 2, 2019. Any Bid received after the designated time will be returned to the Bidder unopened. The Bids will be publicly opened and read by the Board of Public Works and Safety at 10:00 a.m. on October 2, 2019 in Council Chambers at City Hall. The Bid should be clearly marked "BID ENCLOSED US 31 Crossing Water Transmission Main, Contract 66G" on the outside of the envelope, and as otherwise set forth in the Bid Documents.

In general, the work is subdivided into Phase I (2,600 LF of 30-36-inch DIP) and Phase II (2,800 LF of 16-inch DIP) and consists of the construction of water main all as required by these Bidding Documents, the Agreement between Owner and Contractor, General Conditions, Special Conditions (the "Agreement"), Specifications and Drawings. A Pre-bid meeting (non-mandatory) will be held on September 18, 2019 in the City's Distribution office at 2:30 pm at 3562 131st St. W. Carmel, Indiana. Copies of the Bidding Documents may be examined at the office of the Utility Director at 30 W. Main St., Suite 200, Carmel, IN. 46032, or at the office of Jones & Henry Engineers, Ltd., ("Engineer") 1980 East 116th Street Suite 260, Carmel, Indiana 46032 without charge. Copies may be obtained at cost from Eastern Engineering Supply at 9901 Allisonville Rd., Fishers, Indiana 46038, (www.easternengineering.com, phone no. 317-598-0661) for each set of Bid Documents.

Bids must be submitted on the forms found in the Bid package, must contain the names of every person or company interested therein, and shall be accompanied by:

- (1) Revised Form No. 96 as prescribed by the Indiana Board of Accounts and as required in the Instruction to Bidders, including a financial statement, a statement of experience, a proposed plan or plans for performing the Work and the equipment the Bidder has available for the performance of the Work;
- (2) Bid Bond in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety or by a certified check on a solvent bank in the amount of ten percent (10%) of the amount of the Bid. The Bid Bond or certified check shall be evidence of good faith that the successful Bidder will execute within fifteen (15) calendar days from the acceptance of the Bid, the Agreement as included in the Bidding Documents. The Bid Bond or certified check shall be made payable to the Owner.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no bidder shall withdraw his Bid within ninety (90) days after the actual opening of the Bids.

All Bid Bonds and certified checks of unsuccessful bidders will be returned by the Owner upon selection of the successful Bidder and execution of the Agreement, and provision of the required Performance Bond and Payment Bond.

Award will be made to the low, responsive, responsible bidder. The low, responsive, responsible bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation in federally assisted programs under Executive Order 12549.

The successful Contractor will be required to enroll in and verify the work eligibility status of all employees hired after the date of this Contract through the E-Verify program. The Contractor will also be required to sign an affidavit concerning employment of unauthorized aliens. A copy of the affidavit is included in the Bid Documents. The successful Contractor will also be required to sign a certification regarding no investment activities in Iran.

A Performance Bond with a good and sufficient surety, acceptable to the Owner and Engineer, shall be required of the successful Bidder in an amount equal to at least one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Agreement.

The Contractor shall execute a Payment Bond to the Owner, approved by Owner and Engineer and for the benefit of the Owner, in an amount equal to one hundred percent (100%) of the Contract Price. The Payment Bond is binding on the Contractor, their subcontractor, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the Owner's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State of Indiana. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204. Wage rates on the project shall not be less than the federal Davis Bacon Wage scale published by the U.S. Department of Labor the Friday before the Bid Opening date.

Bidders on this work shall be required to comply with the provisions of the President's Executive Order No. 11246, as amended. The Bidders shall also comply with the requirements of 41 CFR Part 60 - 4 entitled Construction Contractors - Affirmative Action Requirements. A copy of 41 CFR Part 60 - 4 may be found in the Supplemental General Conditions of the Contract Documents and Specifications.

The Bidders attention is also called to the "Minority/Women Business Participation" requirements contained in the Project Specifications. Contract procurement is subject to the federal regulations contained in the OMB Circular A-102, Sections B and O and the State of Indiana requirements contained in IC-36-1-9 and IC-36-1-12.

The Owner reserves the right to reject and/or cancel any and all Bids, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2. The Owner also reserves the right to waive irregularities in any Bid, and to accept any Bid which is deemed most favorable to the Owner.

Christine Pauley
Clerk Treasurer
City of Carmel, Indiana

INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instructions to Bidders, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below, which are applicable to both the singular and plural thereof.

- 1.1 Bidder - One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2 Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3 Successful Bidder - The Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents

- 2.1 Complete sets of the Bidding Documents may be obtained as stated in the Advertisement.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit with five (5) days of Owner's request, written evidence, such as financial data, previous experience, present commitments, equipment manufacturers to be used, subcontractors and a list of key personnel proposed for the Project along with their experience. The evaluation of the Bidder's qualifications will be based on all of the written evidence presented. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

4. Examination of Contract Documents and Site.

- 4.1 It is the responsibility of each Bidder before submitting a Bid to:

- 4.1.1 Examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
 - 4.1.2 Visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.3 Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.4 Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - 4.1.5 Promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2 Reference is made to the General and Special Conditions for identification of:
- 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site, which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the technical data contained in such reports but not upon other data, interpretations, opinions, or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
 - 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.
 - 4.2.3 Copies of such reports and drawings may be examined by any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions have been identified and established. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- 4.3 Information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the General Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or anticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
- 4.5 Before submitting a Bid, each Bidder will be responsible to obtain such additional or

supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Under-ground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.
- 4.7 Reference is made to the General and Special Conditions for the identification of the general nature of Work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such Work.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9 The provisions of 4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda

- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security

- 7.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount stated in the Advertisement/Notice to Bidders and in the form of a certified or bank check or a Bid Bond (materially similar to the form attached) issued by a Surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- 7.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidder(s) whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) day after the Effective Date of the Agreement or the time specified in the Advertisement/Notice to Bidders, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

8. Contract Time

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in Paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.7.1., 6.7.2., and 6.7.3. of the General Conditions and may be supplemented in the General Requirements.

11. Bid Form.

- 11.1 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer (or Issuing Office).
- 11.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals. In the case of a conflict, words will take precedence.
- 11.3 Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and the state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by the general

partner, whose title must appear under the signature, and official address of the partnership must be shown below the signature.

- 11.5 All names must be typed or printed in blue ink below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.
- 11.8 Evidence of authority to conduct business as an out-of state corporation in the State of Indiana shall be provided. State contractor license number must also be shown.
- 11.9 In all unit price items, the Bidder shall fill in the unit price for each item and in addition thereto make an extension based on the estimated quantities.

12. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement / Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designation portion of the Project for which the Bid is submitted) marked "Bid Enclosed" and name and address of Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed opaque envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud at the place where Bids are to be opened. An abstract of the amounts of the base Bids and Alternates (if any) will be made available to Bidders after the opening of Bids.

14. Bids to Remain Subject to Acceptance.

All Bids shall remain subject to acceptance for the time stated in the Advertisement, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15. Award of Contract

- 15.1 Owner reserves the right to reject any and all Bids, including without limitation the rights to reject any and all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. The Owner reserves the right to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.
- 15.2 In evaluating Bids, Owners will consider the qualifications of the Bidder, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 15.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and

other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the General Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.

15.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

15.5 If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder and whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

15.5.1 Each bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

15.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the time stated in the Advertisement after the day of the Bid opening.

16. Notice of Award and Award Procedure

16.1 Prior to execution of the Agreement, the Owner will issue to the successful Bidder a Notice of Award stating that its Bid was the responsible and responsive bid and that the enclosed Agreement is submitted for execution without further negotiation. If the successful bidder finds it in accordance with the Bidding Documents, it is to be returned to the Owner by certified mail or in person within fifteen (15) calendar days after receipt for further execution and with the caution that a contract will not exist until it is signed by all signatories required. Failure to execute the proper Agreement and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

17. Contract Security

Paragraph 5.1 of the General Conditions sets forth Owner's requirements as to performance and payment and other Bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the performance and payment Bonds as required.

18. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement and attached documents to Owner with the required Bonds. Within fifteen days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. Retainage

The Owner will retain an amount of each progress payment in accordance with the Agreement and the Laws and Regulation governing the Project.

20. Indiana Revised Form 96

Each Bidder shall submit State of Indiana, Revised Form 96 with and as a part of their Bid.

21. Confined Space Program

The successful Bidder will be required to sign the City of Carmel's Confined Space Requirement Acknowledgement form included in the Contract Documents.

22. Project Clarifications

This Project is being constructed using State Revolving Funds (SRF) and as such requires the contractor to read and complete forms listed in the SRF section.

23. Wage Rates

The Bidder to whom the Contract is awarded will be required to pay as a minimum, the Davis Bacon wage rates, current throughout the work. Wage rates received for this project are included in the Special Conditions.

24. Protest

24.1 A protest based upon all alleged violation of the procurement requirements of 40 CFR Part 33 may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the OWNER.

24.2 A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of non-delivery within the required time period.

24.3 A protest must clearly present the procurement requirement being protested, the procurement regulation in alleged noncompliance, and the facts which support the protest, and any other information necessary to support the protest.

25. Subcontractors

The successful contractor will need to provide a complete list of subcontractors to enable verification of non-debarment prior to Award of Contract. Any additional subcontractors must be submitted one week before they begin work on site.

26. MBE/WBE Requirements

This project has a 7% MBE goal and a 5% WBE goal. The Apparent Successful Bidder on this project will be required to complete and submit prior to Award of Contract, the Good Faith Efforts Worksheet included in Supplemental Conditions.

27. Nondiscrimination and Nonsegregation Requirements

The Apparent Successful Bidder on this project will need to complete and submit prior to Award of Contract, the Certifications of Nonsegregation and Nondiscrimination (Forms OEE-1 & OEE-2) included in Supplement Conditions.

28. American Iron & Steel Requirements

The Contractor, subcontractors and all suppliers shall conform with the American Iron and Steel Act. The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking

Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor will be required to provide certification from all suppliers of iron and steel goods on this project showing that they comply with the American Iron and Steel Act requirements. A sample certificate is included in the Supplemental Conditions.

29. SRF Requirements

The Apparent Low Bidder will be required to complete the appropriate forms located in Supplemental Conditions Sections; SRF Addendum; Certification of Non-Segregated Facilities & Non-Discrimination; and Federal Construction Contract Provisions.

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**Bid Summary
And
Bidder Reminder List to be Included in Bid Package for Bid Opening**

Complete the following information and place as the cover page to your bid packet. Insert all documents into an envelope with project name and your company name clearly marked on the outside. *Seal the envelope.*

BIDDER:	Midwest Paving, LLC
Project Name:	US 31 Crossing Water Transmission Main, Contract 66g
Date Submitted:	October 2, 2019
Phase I Bid Amount:	\$ 1,815,555.00
Phase II Bid Amount:	\$ 988,350.00

Bidding Requirement:	Yes	No
Properly and completely executed Form No. 96 Bid Form.	<input checked="" type="checkbox"/>	
Included your company's Financial Statement (Part II, Section III).	<input checked="" type="checkbox"/>	
Non-Collusion Affidavit is part of the New Bid Form and is notarized.	<input checked="" type="checkbox"/>	
Enclosed a certified check or Bid Bond (Signed by Surety and Principal).	<input checked="" type="checkbox"/>	
Indicated the Project Name and Description on the outside of your Bid envelope along with the term "Sealed Bid."	<input checked="" type="checkbox"/>	
Complete & Enclose GPR Bid Breakdown, Attachment G in the Special Conditions.	<input checked="" type="checkbox"/>	

IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE BIDDER'S BID MAY NOT BE ACCEPTED OR REJECTED.

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BID

CONTRACT IDENTIFICATION: US 31 Crossing, Water Transmission Main, Contract 66G, Phase I & II.

THIS BID IS SUBMITTED TO: City of Carmel, Indiana

- 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into the Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.
- 2. BIDDER accepts all of the terms and conditions of the Advertisement / Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date.)

Number	Date	Number	Date
# 1	9/27/2019		

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph GC-4.2 of the General Conditions of

the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - f. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - g. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work for the unit prices shown on the following pages:

**CARMEL, INDIANA
CONTRACT 66G**

The items listed herein will constitute a complete Contract. A Bid must be made on each item with no qualifying statement. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with paragraph 11.8 of the General Conditions. The Owner reserves the right to Award the Phase I Bid by itself or the Phase I & Phase II bids together as the Owner determines is in their best interest. Evaluation of bids will be based on the Project Awarded, either Phase I or Phase I & II.

Item No.	Phase I Description	Estimated Amount	Unit	Unit Price in Figures		Total Unit Price in Words	Total Estimated Cost of Item	
				Unit Price in Figures	Unit Price in Words		Unit Price in Words	Total Estimated Cost of Item
1	Mobilization & Demobilization	1	LS	320,000	00	Three Hundred twenty thousand	320,000	00
2	Audio-Video Recording	1	LS	1000	00	One thousand	1000	00
3b	30-Inch Class 350 DIP Water Main	1135	LF	280	00	Two hundred eighty	317,800	00
3c	36-Inch Class 250 DIP Water Main	1450	LF	335	00	Three hundred thirty-five	485,750	00
3d	Additional 36- Inch DIP 45 deg. Fittings	2	EA	10,000	00	Ten thousand	20,000	00
3e	Additional 36- Inch DIP 22.5 deg. Fittings	2	EA	9000	00	Nine thousand	18,000	00
3f	Additional 36- Inch Joint Restraints	6	EA	2000	00	Two thousand	12,000	00
3h	30- Inch Polyethylene Liner	1135	LF	3	00	Three	3405	00
3i	36-Inch Polyethylene Liner	1450	LF	4	00	Four	5800	00
3j	Cathodic Protection Test Station	1	EA	1500	00	One thousand five hundred	1500	00
4a	20-Inch Connection to new 36-in. DIP at Illinois Road	1	EA	50,000	00	Fifty thousand	50,000	00
5b	30-inch Butterfly Valve	1	EA	40,000	00	Forty thousand	40,000	00
5c	36-Inch Butterfly Valve	2	EA	45,000	00	Forty-five thousand	90,000	00
6	51-Inch Minimum, Bored Casing Pipe	300	LF	1050.00		One thousand fifty	315,000.00	

**CARMEL, INDIANA
CONTRACT 66G**

The items listed herein will constitute a complete Contract. A Bid must be made on each item with no qualifying statement. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with paragraph 11.8 of the General Conditions. The Owner reserves the right to Award the Phase I Bid by itself or the Phase I & Phase II bids together as the Owner determines is in their best interest. Evaluation of bids will be based on the Project Awarded, either Phase I or Phase I & II.

Item No.	Description	Estimated Amount	Unit	Unit Price in Figures	Total Unit Price in Words	Total Estimated Cost of Item
7b	Hydrant Assembly on 30-Inch Main	2	EA	11,000	Eleven thousand	22,000
7c	Hydrant Assembly on 36-Inch Main	2	EA	16,000	Sixteen thousand	32,000
8a	Special Backfill	250	CY	50	Fifty	12,500
8b	Controlled Density Fill	10	CY	250	Two hundred fifty	2,500
9a	4-inch Concrete Sidewalk	150	SF	8	Eight	1,200
9b	Curb and Gutter	160	LF	60	Sixty	9,600
10a	12-Inch Aggregate Base	50	CY	50	Fifty	2,500
10b	4-Inch Bituminous Leveling Course	30	TON	350	Three hundred fifty	10,500
10c	1-1/2-Inch Bituminous Wearing Course	10	TON	700	Seven hundred	7,000
11	Seed & Mulch (INDOT, Type U, Section C-02800)	4400	SY	2	Two dollars and fifty cents	11,000
12a	Tree, 2-Inch Diameter, Replacement	10	EA	550	Five hundred fifty	5,500
12b	Tree, 8-Inch Diameter & Greater Removal	20	EA	700	Seven hundred	14,000
13	Erosion Control	1	LS	3000	Three thousand	3,000
14	Record Documentation	1	LS	2000	Two thousand	2,000
Phase I Bid Total Estimated Construction Cost:						1,815,555
One million eight hundred fifteen thousand five hundred fifty-five dollars						00

**CARMEL, INDIANA
CONTRACT 66G**

The items listed herein will constitute a complete Contract. A Bid must be made on each item with no qualifying statement. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with paragraph 11.8 of the General Conditions. The Owner reserves the right to Award the Phase I Bid by itself or the Phase I & Phase II bids together as the Owner determines is in their best interest. Evaluation of bids will be based on the Project Awarded, either Phase I or Phase I & II.

Item No.	Phase II Description	Estimated Amount	Unit	Unit Price in Figures		Total Unit Price in Words	Total Estimated Cost of Item	
1	Mobilization & Demobilization	1	LS	269,300	00	Two hundred sixty-nine thousand three hundred	269,300	00
2	Audio-Video Recording	1	LS	1000	00	One thousand	1000	00
3a	16-Inch Class 350 DIP Water Main	2100	LF	170	00	One hundred seventy	357,000	00
3g	16- Inch Polyethylene Liner	2100	LF	2	00	Two	4200	00
4b	Connection at Station 0+50	1	EA	8000	00	Eight thousand	8000	00
4b	Connection at College Drive	1	EA	12,000	00	Twelve thousand	12,000	00
4c	Connection at Congressional Parkway	1	EA	12,000	00	Twelve thousand	12,000	00
4d	Connection at 116th Street	1	EA	13,000	00	Thirteen thousand	13,000	00
4e	Service Connection (2-inch)	5	EA	8000	00	Eight thousand	40,000	00
4f	Service for Fire Protection (6-inch)	5	EA	10,000	00	Ten thousand	50,000	00
5a	16-Inch Butterfly Valve	6	EA	5000	00	Five thousand	30,000	00
7a	Hydrant Assembly on 16-Inch Main	3	EA	7000	00	Seven thousand	21,000	00
7d	Hydrant Assembly Removal	3	EA	1000	00	One thousand	3000	00
8a	Special Backfill	2500	CY	1	00	One	2500	00

**CARMEL, INDIANA
CONTRACT 66G**

The items listed herein will constitute a complete Contract. A Bid must be made on each item with no qualifying statement. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with paragraph 11.8 of the General Conditions. The Owner reserves the right to Award the Phase I Bid by itself or the Phase I & Phase II bids together as the Owner determines is in their best interest. Evaluation of bids will be based on the Project Awarded, either Phase I or Phase I & II.

Item No.	Phase II Description	Estimated Amount	Unit	Unit Price in Figures		Total Unit Price in Words	Total Estimated Cost of Item	
9a	4-inch Concrete Sidewalk	300	SF	8	00	Eight	2400	00
9b	Straight Curb	2000	LF	35	00	Thirty-five	70,000	00
10a	12- Inch Aggregate Base	500	CY	50	00	Fifty	25,000	00
10b	4-Inch Bituminous Leveling Course	330	TON	65	00	Sixty-five	21,450	00
10c	1-1/2-Inch Bituminous Wearing Course	160	TON	80	00	Eighty	12,800	00
10d	Pavement Markings	2500	LF	1	00	One	2500	00
11	Seed & Mulch (INDOT, Type U, Section C-02800)	160	SY	15	00	Fifteen	2400	00
12a	Tree, 2- Inch Diameter, Replacement	2	EA	550	00	Five hundred fifty	1100	00
13	Erosion Control	1	LS	2000	00	Two thousand	2000	00
14	Record Documentation	1	LS	2000	00	Two thousand	2000	00
15	12-Inch Storm Sewer, PVC, SDR-35 or PE Profile Wall Pipe	140	LF	80	00	Eighty	11,200	00
16	Inlet	5	EA	2500	00	Two thousand five hundred	12,500	00
Phase II Bid Total Estimated Construction Cost:							988,350	00

All specific cash allowances are included in the price set forth above and have been computed in accordance with paragraph 11.2 of the General Conditions.

4A. LISTED "OR-EQUAL" OR SUBSTITUTIONS

- a. The name or make of any piece of equipment or material of construction specified in Part C of the Contract Documents or indicated on the Drawings shall be used in determining the Base (and Alternate) Bid(s). Where two or more Equipment or Product Manufacturers are named, Bidders may use any of the named. Bidder may offer "Or-Equal" or substitutions for specified Equipment or Product Manufacturer, provided they name on the Bid Substitution List the "Or-Equal" or substitute offered together with the total amount to be added to, or deducted from the amount of their Base (and Alternate) Bid(s) for the corresponding Project item.
- b. All provisions for review and acceptance of an offered substitute shall comply with the Contract Documents. Owner reserves the right to accept or reject any offered substitute.
- c. If the Bidder names no substitute on his "Bid Substitution List" the specified Equipment or Product Manufacturers shall be used. No additional substitutes may be offered for items on the "Bid Substitution List" subsequent to the award of the Contract.

BASE BID SUBSTITUTION LIST

Section/ Subsection	Specified Equipment of Product Manufacturer	Substitute Offered	Total Addition	Total Deduction
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4B. Contract award shall be without regard for Substitute Equipment or Manufacturers. Evaluation of bids and Award will be based on the Phase I Bid or the Phase I & Phase II Bids at the discretion of the Owner. The Phase II Bid will not be Awarded without the Phase I Bid. The Owner reserves the right to award or not award the Phase II Bid. The Base Bid and Alternative Bid Items shall include the specified equipment or manufactures and not in clued the Substitute Equipment or Manufacturers.

5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph 14.7.2 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of Surety Bond or Certified Check.
 - b. Indiana Revised Form 96.
7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below Bidder's signature or to the following address:

8. The terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

Submitted on October 2nd, 2019.

If BIDDER is:

An Individual

By _____

(Individual's Signature)

Doing business

as _____

Business _____

Address: _____

Phone No.: _____

A Partnership

By _____

(Firm Name)

(General Partner's Signature)

(Title)

Business _____

Address: _____

Phone No.: _____

A Corporation

By _____

Midwest Paving, LLC

(Corporation Name)

Indiana

(State of Incorporation)

Matt Kelley

(Printed Name and Signature of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest _____

Brenda K. Gibson

(Secretary)

Corporate
Address:

16105 River Road

Noblesville IN 46062

Phone No.: _____

317-776-8925

Date of Qualification to do Business
is:

4/2013

A Joint Venture

By _____

(Signature)

(Address)

By _____

(Signature)

(Address)

Phone Number and Address for Receipt of Official Communications

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).



Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Midwest Paving, LLC
16105 River Road, Noblesville, IN 46062

SURETY (Name, and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

OWNER (Name and Address):

Carmel Utilities
30 W. Main St., Carmel, IN 46032

BID

Bid Due Date: October 2, 2019

Description (Project Name—Include Location): City of Carmel Utilities US 31 Crossing Water Transmission Main Contract 66G

BOND

Bond Number: Bid Bond

Date: October 2, 2019

Penal sum Ten Percent of Amount Bid

\$ 10%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Midwest Paving, LLC (Seal)
Bidder's Name and Corporate Seal

By:

[Signature]
Signature

Matt Kelley
Print Name

President
Title

Attest:

[Signature]
Signature

Project Manager
Title

SURETY

Fidelity and Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

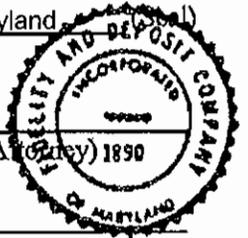
Lisa M. Becker
Print Name

Attorney-in-Fact
Title

Attest:

[Signature]
Signature

David M. Oliger
Surety Account Representative
Title



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bond Number Bjd Bond

Obligee Carmel Utilities

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Lisa M. Becker, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

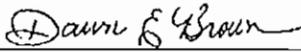
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: Robert D. Murray
Vice President




By: Dawn E. Brown
Secretary



**State of Maryland
County of Baltimore**

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of October, 2019 .



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsclaims@zurichna.com
800-626-4577

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned notary public, appeared Matt Kelley and being duly sworn, on his oath says that he/she is President of Midwest Paving LLC on [US-31 Crossing, Water Transmission Main Contract 66G], and affirmed that:

1. This Bid Proposal is submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Agreement, Specification(s), General and Special Conditions, Plans and Addendums thereto), if the Bid Proposal is accepted;
2. The statements contained in the Non-Collusion Affidavit are true;
3. The statements contained in the Non-Discrimination Affidavit are true;
4. The information contained in Part II of the Bid Proposal experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96A, when required, is true, correct, and current.

By: Matt Kelley
(Signature)
President
(Title)
Matt Kelley
(Printed or typed name of Company)

(Must be signed by principal of organization)

STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

Matt Kelley personally appeared before me, a Notary Public, in and for said County and State, this 2nd day of October, 2019, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires: 07/06/2022
My County of Residence: Madison
(SEAL)



Brenda K. Gibson
Notary Public - Signature
BRENDA K. GIBSON
Notary Public - Printed Name



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): October 2, 2019

1. Governmental Unit (Owner): City of Carmel Utilities
2. County: Hamilton
3. Bidder (Firm): Midwest Paving LLC 46-1269427
Address: 16105 River Road
City/State/ZIPcode: Noblesville, In 46062
4. Telephone Number: 317-776-8925
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of US 31 Crossing Water Transmission Main Contract 66G

(Governmental Unit) in accordance with plans and specifications prepared by Jones & Henry Engineers, LTD

1980 East 116th Street, Suite 260 Carmel, IN 46032 and dated October 2, 2019 for the sum of

Two Million Eight hundred Threethousand Nine hundred five - \$ 2,803,905.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Carmel Utilities

Bidder (Firm) Midwest Paving LLC 46-1269427 FIEN

Date (month, day, year): October 2, 2019

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

- 1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Table with 4 columns: Contract Amount, Class of Work, Completion Date, Name and Address of Owner. Rows include Road Rehabilitation, Resurfacing, Site, and Road Rehabilitation projects.

- 2. What public works projects are now in process of construction by your organization?

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner. Rows include Road Construction, Resurfacing, Resurfacing, and Resurfacing projects.

3. Have you ever failed to complete any work awarded to you? no If so, where and why?

4. List references from private firms for which you have performed work.

Valenti Held Developers Allan Valenti 317-769-6922

Detroit Salt Company John Shook 313-841-5144

Pulte Homes of Indiana Joe Marx 847-489-8816

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications all equipment as needed to perform said work.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Indiana Signs and Barricades, Gridlock, Highway Safety Services

Javelina Milling, Mamco, Specialties Milling, McCrite Milling, CE Hughes -Milling

Calumet Civil Contractors, OLCO -Concrete

Pendleton Trucking

Otto's Parking Marking, Indiana Traffic Systems - Pavement Markings

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

A list will be provided upon request.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All as necessary to perform work.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

Midwest Paving LLC
(Contractor)

16105 River Road
(Address)

Noblesville, IN 46062

FOR

PUBLIC WORKS PROJECTS

OF

City of Carmel Utilities

US 31 Crossing Water Transmission

Main Contract 66 G

Filed _____, October 2nd, 2019

Action taken _____

AFFIDAVIT OF NON-COLLUSION

The Bidder, by its officers and its agents or representatives present at the time of filing the Bid Proposal, first duly sworn, on their oath say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any agent or representative of the Owner whereby such affiant or affiants or either of them, has paid or is to pay to such other Bidder anything of value whatever or such affiant or affiants or either of them have not, directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders which tends to or does lessen or destroy free competition in the letting of the Agreement sought for by the attached bid(s); but no inducement of any form or character other than that which appears upon the face of the Bid Proposal will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the Bid Proposal or awarding of the Agreement, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Agreement sought by this Bid Proposal.

Midwest Paving LLC
(Name of Contractor)

Subscribed and sworn to this 2nd day of October, 2019.

[Signature]

Printed: Matt Kelley - President

[Must be signed by principal of organization or person executing Signature Affidavit]

(SEAL) Brenda K. Gibson

My Commission Expires: 07/06, 2022

Resident of Madison County.



[Note: The form must be signed by the same person(s) who sign(s) the Bid Proposal.]

AFFIDAVIT OF NON-DISCRIMINATION

Pursuant to Ind. Code § 5-16-6, this "Affidavit of Non-Discrimination" is hereby incorporated in and made a part of the Agreement dated _____ between the City of Carmel and the undersigned, Midwest Paving LLC, (herein called the "Contractor").

During the performance of this Agreement, the Contractor agrees as follows:

1. That in the hiring of employees for the performance of work under the contract or any subcontract hereunder, neither the contractor nor subcontractor, nor any person acting on behalf of the contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;
2. That neither the contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;
3. That there may be deducted from the amount payable to the contractor by the owner, under the contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
4. That the contract may be canceled or terminated by Owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

Midwest Paving, LLC
(Name of Contractor)

By: [Signature]
Title: president

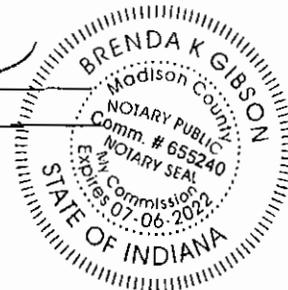
[Must be signed by principal of organization or person executing Signature Affidavit].

Subscribed and sworn to this 2nd day of October, 2019.

(SEAL)

[Signature]
Printed: BRENDA K. GIBSON

My Commission Expires: 07/06/2022
Resident of Madison County.



CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED

The following sub-contractors will perform work on 36" WATER TRANSMISSION MAIN, Contract 66G, in fulfilling the Agreement with the City of Camel, Indiana.

List only one subcontractor per category. Listing of more than one subcontractor per category may be cause for rejection of the Bid Proposal.

	<u>NAME</u>	<u>TRADE</u>	<u>AMOUNT</u> (nearest \$1,000)	<u>PRE-QUALIFIED</u> (Yes or No)
1.	Lowe Construction	Bore	\$270,000	
2.	CC&T Construction	Concrete	\$120,000	
3.	Tri-State Forestry	Clearing	\$40,000	
4.	Illiana Excavating	Watermain Installation	\$400,000	
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

NOTICE OF AWARD

TO: Midwest Paving
16105 River Road
Noblesville, Indiana 46062
(Contractor)

Project Description: US-31 Crossing Water Transmission Main, Contract No.66G

The Owner has considered the Bid submitted by you for the above described Project in response to its Advertisement / Notice to Bidders dated and Instructions to Bidders. The Owner has accepted your Bid for the Phase I portion of this project, pending financing with SRF funds for this project. .

You are hereby notified that your Bid Proposal for Phase I has been accepted for items in the amount of \$1,815,555.00. The Phase II Bid will not be awarded.

You are required by the Advertisement / Notice to Bidders and Instructions to Bidders to execute the Agreement and furnish the Performance Bond, Payment Bond and Certificates of Insurance required by the Specifications when the funds for this project are in place.

We will notify you when the funds for this project are in place.

Dated this 16TH day of OCTOBER, 2019 .


By: _____
Title: Utilities Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____


_____ this 9th day of
December, 2019.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 19TH day of December, 2019, by and between City of Carmel, Indiana, Board of Public Works and Safety, One Civic Square, Carmel, Indiana 46032 ("Owner") and Midwest Paving, LLC, ("Contractor"), for the project known as US 31 Crossing Water Transmission Main, Contract 66G, Carmel, Indiana (the "Project"). To be constructed on the site located In Carmel, Indiana.

Owner: City of Carmel,
Indiana Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Contractor: Midwest Paving , LLC

16105 River Rd

Noblesville, IN 46062

Project: US 31 Crossing Water Transmission Main, (Phase 1 only)
Contract 66G

Engineer: Jones & Henry Engineers, Ltd.
1980 E116th St, Suite 260
Carmel, Indiana 46032

The Owner and Contractor agree as follows:

Article 1. Contract Documents. The Contract Documents consist of this Agreement, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Drawings or Specifications that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or

an earlier date and Part 4 of the technical specifications title "Special Provisions" shall take precedence over Parts 1, 2 or 3. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Drawings.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is:

- 1.1 This Agreement (pages A-1 to A-27, inclusive).
- 1.2 Contractor's Bid (pages B-1 to B-9, inclusive) - Exhibit A.
- 1.3 Performance Bond - Exhibit B.
- 1.4 Payment Bond - Exhibit C.
- 1.5 Contractor's Affidavit and Waiver – Exhibit D
- 1.6 Contractor's Affidavit and Waiver – Exhibit E
- 1.7 Change Order - Exhibit F
- 1.8 Confined Space Acknowledgement – Exhibit G.
- 1.9 Verification of Work – Exhibit H
- 1.10 General Conditions (pages GC-1 to GC-46, inclusive).
- 1.11 Special Conditions, if any (page SC-1 to SC-2 inclusive).
- 1.12 Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
US 31 Crossing Water Transmission Main, Contract 66G
(The Specification are attached to this Agreement.)
- 1.13 Drawings, consisting of a cover sheet and sheets numbered 1 through 10, inclusive with each sheet bearing the following general title:
US 31 Crossing Water Transmission Main, Contract 66G

(The Drawings are Not attached to this Agreement.)

- 1.14 Addenda numbers 1 to 1 inclusive.
- 1.15 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 1. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 of the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described as US 31 Crossing Water Transmission Main, Contract 66G (all hereinafter called the "Work"):

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 15 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project and site so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

C. Contractor's Representations. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

a. employed or retained any company or person, to solicit or secure this Agreement;

- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Engineer. The Project has been designed by Jones & Henry Engineers, Ltd., who is hereinafter referred to as Engineer and who is to act as the Owner's

representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 4. Date of Commencement and Completion. Contractor shall commence its Work promptly upon receipt of written notice from Owner to proceed with the Work, and Contractor shall achieve Substantial Completion within 100 calendar days for Phase I plus 40 additional calendar days for Phase II after the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance with paragraph 14.7.2 of the General Conditions within 120 calendar days for Phase I plus 60 additional calendar days for Phase II after the date when the Contract Time commences to run. Record Documentation, as defined in Section C-01010 paragraph 14, shall be submitted in an acceptable format within 20 days following Substantial Completion. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5 of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the notice to proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Sum.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents,

servants or employees so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify them against all such costs, expenses, damages and liability.

D. Excusable Delay. If Contractor is delayed, suspended, accelerated, interfered with, or otherwise hindered (collectively referred to as "hindrance" or "hindrances") at any time in the progress, performance or completion of any portion or portions of the whole of the Work contemplated by the Contract Documents as a result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, or as the result of acts of God, the public enemy, acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or abnormal weather or on account of any acts or omissions of Owner or others engaged by it (except as herein provided), or by their employees, agents or representatives, or by changes ordered in the Work by Owner which are not required to correct problems or discrepancies in Contractor's Work, or by any other causes which Contractor could not reasonably control or circumvent, and which are not due to any fault, neglect, act or omission on Contractor's part, and the risks of which are not otherwise assumed by Contractor pursuant to the provisions of the Contract Documents, then the Contract Time for completion of the portion or portions of the Work directly affected by such hindrance shall, upon timely written request of Contractor, be extended by a period equivalent to the time lost by reason of the aforesaid causes by Change Order approved and signed by Owner.

All claims for an extension of the Contract Time shall be based on written notice delivered to Owner and Engineer within twenty-one (21) days of the commencement of the event or occurrence giving rise to the claim. Such notice must set forth (a) the cause of the hindrance, (b) a description of the portion or portions of the Work affected thereby, and (c) all details pertinent thereto, including supporting data and the specific number of days requested. It is a condition precedent to the consideration or validity of all claims for an extension of the Contract Time that such claims be made in writing and delivered in strict accordance with all applicable time limits provided above. Otherwise, such claims shall be waived, invalid and unenforceable as against Owner.

E. No Damages for Delay. Contractor agrees that, whether or not any hindrances shall be the basis for an extension of the Contract Time, it shall have no claim against Owner for an increase in the Contract Sum, nor a claim against Owner for a payment or allowance of any kind for damage, loss or expense resulting from hindrances, except for acts constituting intentional and unjustified or unreasonable interference, disruption or delay by Owner with Contractor's performance of its Work when such acts continue after Contractor's written notice to Owner of such interference, disruption or delay. Owner's exercise of its rights under the Contract Documents, including but not limited to, its rights regarding changes in the Work, regardless of the extent or number of such changes, performance of separate work or carrying out Contractor's Work by Owner, directing overtime or changes in the sequence of the Work, withholding payment or otherwise exercising its rights under

the provisions of this Agreement shall not be construed as intentional or unjustified interference with Contractor's performance of the Work.

F. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 4, plus any extensions allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner ONE THOUSAND DOLLARS (\$1,000.00) for each day that expires after the time specified in Article 4 for Substantial Completion until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 4 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner ONE THOUSAND DOLLARS (\$1,000.00) for each day that expires after the time specified in Article 4 for completion and readiness for final payment.

Article 5. Contract Sum. Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Exhibit A, the sum of One Million Eight hundred fifteen thousand, five hundred fifty five dollars (\$1,815,555.00).

The Contract Sum, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum. The Contract Sum may be changed only by Change Order.

Article 6. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Based on Applications for Payment properly submitted to Engineer by Contractor, the Applications for Payment will be processed by Engineer as provided in the General Conditions.

A. **Progress Payments; Retainage:** Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Requirements. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with paragraph 14.2.2.5 of the General Conditions.
- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Engineer, and if the character and progress of the Work has been satisfactory to Owner and Engineer, Owner, at its sole discretion and without obligation, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.4 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of contract of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project or the site, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 14 of the General Conditions, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Sum (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.4 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.7.2 of the General Conditions, Owner shall pay the remainder of the Contract Sum as recommended by Engineer as provided in said paragraph 14.7.2.

1. When the Contractor completes the work in accordance with the Contract Documents and in an acceptable matter as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Engineer, acting on behalf of the Owner, will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute. For each day after one hundred twenty (120) days, the Owner will pay to the Contractor interest for late payment of money due to the Contractor. However, interest will not be paid for those days that the delay in payment is not directly attributable to the Owner. The annual percentage rate of interest that the Owner shall pay on the unpaid balance is eight percent (8%).

3. Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 7. Termination and Suspension. The Agreement may be terminated by the Owner or the Contractor as provided in Article 15 of the General Conditions. The Work may be suspended by the Owner as provided in Article 15 of the General Conditions.

Article 8. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such

payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 9. Owner's, Contractor's and Engineer's Representations.

9.1 The Owner's Representative is:

Mr. John Duffy, Utility Director
30 West Main Street, Suite 200
Carmel, Indiana 46032

9.2 The Contractor's Representative is:

Douglas Denney
16105 River Road
Noblesville, IN 46062

Article 10. Miscellaneous.

A. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Indiana.

B. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

D. **SUCCESSORS AND ASSIGNS.** Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

E. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

F. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

G. **RIGHTS AND REMEDIES.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

Article 11. Dispute Resolution.

A. Mediation. The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Hamilton County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on December 19, 2019 (which is the Effective Date of this Agreement as defined in the General Conditions).

City of Carmel, Indiana

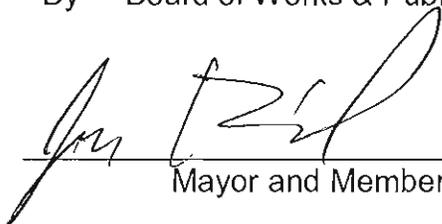
Midwest Paving, LLC

Owner

Contractor

By Board of Works & Public Safety

By



Mayor and Member

[CORPORATE SEAL]

Member

Member

Attest

Attest



Christine Pauley, Clerk-Treasurer

Address for giving notices
City Hall

One Civic Square

Carmel, IN 46032

Address for giving notices

16105 River Road

Noblesville, IN 46062

License No. _____

Agent for service of process:

INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor is a corporation, the following certificate should be executed by an officer of the firm other than the Agreement signee:

I, Matt Kelley _____ certify that I am the
President _____ of the corporation named as Contractor
hereinabove; that Matt Kelley _____ who signed the
foregoing Agreement on behalf of the Contractor was then
President _____ of said Corporation; that
said Agreement was duly signed for and in behalf of said Corporation
by authority of its governing body, and is within the scope of its
corporate powers.



(Corporate Seal)

If the Agreement is signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Agreement copies so much of records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the Agreement should be signed with his official signature. The name of the signing party or parties should be typewritten or printed under all signatures to the Agreement.

If the Contractor should be operating as a partnership, each partner should sign the Agreement. If the Agreement be not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

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RESOLUTION NO. BPW 01-08-20-05

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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

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

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

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

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.
3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this _____ day of _____, 2020.

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:

Sue Wolfgang, Clerk
Date: _____

CARMEL UTILITIES
30 West Main St, Ste 200
Carmel, Indiana 46032

PH (317) 571-2443
FAX (317)571-2265

WATER UTILITY
WASTEWATER UTILITY

ADVERTISEMENT / NOTICE TO BIDDERS
CITY OF CARMEL, INDIANA
North College Ave Water Main, Contract 96

Sealed Bids for the City of Carmel, Indiana, North College Ave. Water Main, will be received by the City of Carmel, Indiana, ("Owner") at the office of the Clerk Treasurer in City Hall, One Civic Square, Carmel, Indiana 46032, until 10:00 a.m., local time, on October 2, 2019. Any Bid received after the designated time will be returned to the Bidder unopened. The Bids will be publicly opened and read by the Board of Public Works and Safety at 10:00 a.m. on October 2, 2019, in Council Chambers at City Hall. The Bid should be clearly marked "BID ENCLOSED North College Ave. Water Main, Contract 96" on the outside of the envelope, and as otherwise set forth in the Bid Documents.

In general, the work consists of; furnishing and installing by horizontal direction drill method approximately 4,000 lineal feet of 8 to 12-inch HDPE water main as required by the Bidding Documents, the Agreement Between Owner and Contractor, General Conditions, Special Conditions (the "Agreement"), Specifications and Drawings. A Pre-bid meeting (non-mandatory) will be held on September 18, 2019 in the City's Distribution office at 2:30 pm at 3562 131st St. W. Carmel, Indiana. Copies of the Bidding Documents may be examined with advance notice at the office of the Utility Director, or at the office of Jones & Henry Engineers, Ltd., ("Engineer") 1980 East 116TH Street Suite 260, Carmel Indiana 46032, without charge. Copies of Bidding Documents and Contract Documents may be obtained electronically from www.jhplanroom.com. There is no charge to download from the digital print-room, however, registration is required. If hard copies of the bidding documents are needed, they can be ordered from the print-room for a fee. If you have any problems using the digital print-room, you are encouraged to contact either the Engineer's Project Manager, or Eastern Engineering at 317-598-0661.

If it is preferable to obtain hard copy documents locally, without the use of the digital print-room; copies of Bidding Documents and Contract Documents may be obtained from Eastern Engineering 9901 Allison Rd., Fishers, IN, 46038, 317-598-0630. (www.easternengineering.com.) A non-refundable fee will be required for each set of Bidding Documents and Contract Documents provided by Eastern Engineering. Checks shall be made payable to Eastern Engineering.

Bids must be submitted on the forms found in the Bid package, must contain the names of every person or company interested therein, and shall be accompanied by:

- (1) Revised Form No. 96 as prescribed by the Indiana Board of Account and as required in the Instruction to Bidders, including a financial statement, a statement of experience, a proposed plan or plans for performing the Work and the equipment the Bidder has available for the performance of the Work;
- (2) Bid Bond in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety or by a certified check on a solvent bank in the amount of ten percent (10%) of the amount of the Bid. The Bid Bond or certified check shall be evidence of good faith that the successful Bidder will execute within fifteen (15) calendar days from the acceptance of the Bid, the Agreement as included in the Bidding Documents. The Bid Bond or certified check shall be made payable to the Owner.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no bidder shall withdraw

his Bid within ninety (90) days after the actual opening of the Bids.

All Bid Bonds and certified checks of unsuccessful bidders will be returned by the Owner upon selection of the successful Bidder and execution of the Agreement, and provision of the required Performance Bond and Payment Bond.

Award will be made to the low, responsive, responsible bidder. The low, responsive, responsible bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation in federally assisted programs under Executive Order 12549.

The successful Contractor will be required to enroll in and verify the work eligibility status of all employees hired after the date of this Contract through the E-Verify program. The Contractor will also be required to sign an affidavit concerning employment of unauthorized aliens. A copy of the affidavit is included in the Bid Documents. The successful Contractor will also be required to sign a certification regarding no investment activities in Iran.

A Performance Bond with a good and sufficient surety, acceptable to the Owner and Engineer, shall be required of the successful Bidder in an amount equal to at least one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Agreement.

The Contractor shall execute a Payment Bond to the Owner, approved by Owner and Engineer and for the benefit of the Owner, in an amount equal to one hundred percent (100%) of the Contract Price. The Payment Bond is binding on the Contractor, their subcontractor, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the Owner's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State of Indiana. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204. Wage rates on the project shall not be less than the federal Davis Bacon Wage scale published by the U.S. Department of Labor the Friday before the Bid Opening date.

Bidders on this work shall be required to comply with the provisions of the President's Executive Order No. 11246, as amended. The Bidders shall also comply with the requirements of 41 CFR Part 60 – 4 entitled Construction Contractors - Affirmative Action Requirements. A copy of 41 CFR Part 60 – 4 may be found in the Supplemental General Conditions of the Contract Documents and Specifications.

The Bidders attention is also called to the "Minority/Women Business Participation" requirements contained in the Project Specifications. Contract procurement is subject to the federal regulations contained in the OMB Circular A-102, Sections B and O and the State of Indiana requirements contained in IC-36-1-9 and IC-36-1-12.

The Owner reserves the right to reject and/or cancel any and all Bids, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2. The Owner also reserves the right to waive irregularities in any Bid, and to accept any Bid which is deemed most favorable to the Owner.

Christine Pauley
Clerk Treasurer
City of Carmel, Indiana

INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instructions to Bidders, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below, which are applicable to both the singular and plural thereof.

- 1.1 Bidder - One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.2 Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3 Successful Bidder - The Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents

- 2.1 Complete sets of the Bidding Documents may be obtained as stated in the Advertisement.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit with five (5) days of Owner's request, written evidence, such as financial data, previous experience, present commitments, equipment manufacturers to be used, subcontractors and a list of key personnel proposed for the Project along with their experience. The evaluation of the Bidder's qualifications will be based on all of the written evidence presented. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

4. Examination of Contract Documents and Site.

- 4.1 It is the responsibility of each Bidder before submitting a Bid to:

- 4.1.1 Examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);
 - 4.1.2 Visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.3 Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.4 Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - 4.1.5 Promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2 Reference is made to the General and Special Conditions for identification of:
- 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site, which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the technical data contained in such reports but not upon other data, interpretations, opinions, or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
 - 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.
 - 4.2.3 Copies of such reports and drawings may be examined by any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions have been identified and established. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- 4.3 Information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the General Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or anticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

- 4.5 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Under-ground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.
- 4.7 Reference is made to the General and Special Conditions for the identification of the general nature of Work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such Work.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9 The provisions of 4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

6. Interpretations and Addenda

- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security

- 7.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount stated in the Advertisement/Notice to Bidders and in the form of a certified or bank check or a Bid Bond (materially similar to the form attached) issued by a Surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- 7.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidder(s) whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) day after the Effective Date of the Agreement or the time specified in the Advertisement/Notice to Bidders, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

8. Contract Time

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in Paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitute and "Or-Equal" Items

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.7.1., 6.7.2., and 6.7.3. of the General Conditions and may be supplemented in the General Requirements.

11. Bid Form.

- 11.1 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Engineer (or Issuing Office).
- 11.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals. In the case of a conflict, words will take precedence.
- 11.3 Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate office accompanied by evidence of authority to sign) and the

corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and the state of incorporation must be shown below the signature.

- 11.4 Bids by partnerships must be executed in the partnership name and signed by the general partner, whose title must appear under the signature, and official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed in blue ink below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.
- 11.8 Evidence of authority to conduct business as an out-of state corporation in the State of Indiana shall be provided. State contractor license number must also be shown.
- 11.9 In all unit price items, the Bidder shall fill in the unit price for each item and in addition thereto make an extension based on the estimated quantities.

12. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement / Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designation portion of the Project for which the Bid is submitted) marked "Bid Enclosed" and name and address of Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed opaque envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud at the place where Bids are to be opened. An abstract of the amounts of the base Bids and Alternates (if any) will be made available to Bidders after the opening of Bids.

14. Bids to Remain Subject to Acceptance.

All Bids shall remain subject to acceptance for the time stated in the Advertisement, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15. Award of Contract

- 15.1 Owner reserves the right to reject any and all Bids, including without limitation the rights to reject any and all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. The Owner reserves the right to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

- 15.2 In evaluating Bids, Owners will consider the qualifications of the Bidder, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 15.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the General Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.
- 15.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 15.5 If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder and whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
 - 15.5.1 Each bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.
- 15.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the time stated in the Advertisement after the day of the Bid opening.

16. Notice of Award and Award Procedure

- 16.1 Prior to execution of the Agreement, the Owner will issue to the successful Bidder a Notice of Award stating that its Bid was the responsible and responsive bid and that the enclosed Agreement is submitted for execution without further negotiation. If the successful bidder finds it in accordance with the Bidding Documents, it is to be returned to the Owner by certified mail or in person within fifteen (15) calendar days after receipt for further execution and with the caution that a contract will not exist until it is signed by all signatories required. Failure to execute the proper Agreement and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

17. Contract Security

Paragraph 5.1 of the General Conditions sets forth Owner's requirements as to performance and payment and other Bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the performance and payment Bonds as required.

18. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement and attached documents to Owner with the required Bonds. Within fifteen days thereafter, Owner shall

deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. Retainage

The Owner will retain an amount of each progress payment in accordance with the Agreement and the Laws and Regulation governing the Project.

20. Indiana Revised Form 96

Each Bidder shall submit State of Indiana, Revised Form 96 with and as a part of their Bid.

21. Confined Space Program

The successful Bidder will be required to sign the City of Carmel's Confined Space Requirement Acknowledgement form included in the Contract Documents.

22. Project Clarifications

This Project is being constructed using State Revolving Funds (SRF) and as such requires the contractor to read and complete forms listed in the SRF section.

23. Wage Rates

The Bidder to whom the Contract is awarded will be required to pay as a minimum, the Davis Bacon wage rates, current throughout the work. Wage rates received for this project are included in the Special Conditions.

24. Protest

24.1 A protest based upon all alleged violation of the procurement requirements of 40 CFR Part 33 may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the OWNER.

24.2 A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of non-delivery within the required time period.

24.3 A protest must clearly present the procurement requirement being protested, the procurement regulation in alleged noncompliance, and the facts which support the protest, and any other information necessary to support the protest.

25. Subcontractors

The successful contractor will need to provide a complete list of subcontractors to enable verification of non-debarment prior to Award of Contract. Any additional subcontractors must be submitted one week before they begin work on site.

26. MBE/WBE Requirements

This project has a 7% MBE goal and a 5% WBE goal. The Apparent Successful Bidder on this project will be required to complete and submit prior to Award of Contract, the Good Faith Efforts Worksheet included in Supplemental Conditions.

27. Nondiscrimination and Nonsegregation Requirements

The Apparent Successful Bidder on this project will need to complete and submit prior to Award of Contract, the Certifications of Nonsegregation and Nondiscrimination (Forms OEE-1 & OEE-2) included in Supplement Conditions.

28. American Iron & Steel Requirements

The Contractor, subcontractors and all suppliers shall conform with the American Iron and Steel Act. The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor will be required to provide certification from all suppliers of iron and steel goods on this project showing that they comply with the American Iron and Steel Act requirements. A sample certificate is included in the Supplemental Conditions.

SRF Requirements

29. The Apparent Low Bidder will be required to complete the appropriate forms located in Supplemental Conditions Sections; SRF Addendum; Certification of Non-Segregated Facilities & Non-Discrimination; and Federal Construction Contract Provisions.

REQUEST FOR CLARIFICATION

RFC # _____

Date: _____

Project Title: _____

Project Owner: _____

Engineer: _____

Contractor: _____

Phone #: _____

Fax #: _____

Ref. Drawing Nos.: _____

Spec. Sect. _____

Clarification Request:

_____ Response needed by: _____

Note: All responses will be made in writing and distributed to all bidders.

**Bid Summary
And
Bidder Reminder List to be Included in Bid Package for Bid Opening**

Complete the following information and place as the cover page to your bid packet. Insert all documents into an envelope with project name and your company name clearly marked on the outside. *Seal the envelope.*

BIDDER:	S.C. Case Excavating LLC
Project Name:	North College Ave Water Main Contract 96
Date Submitted:	10/2/2019
Base Bid Amount:	\$669,180.00
Alternate A Bid Amount: (if any)	\$127,440.00

Total w/ Alternate - \$796,620.00

Bidding Requirement:	Yes	No
Properly and completely executed Form No. 96 Bid Form.	✓	
Included your company's Financial Statement (Part II, Section III).	✓	
Non-Collusion Affidavit is part of the New Bid Form and is notarized.	✓	
Enclosed a certified check or Bid Bond (Signed by Surety and Principal).	✓	
Indicated the Project Name and Description on the outside of your Bid envelope along with the term "Sealed Bid."	✓	
Complete & Enclose the GPR Bid Breakdown, Attachment G in the Special Conditions (SRF Requirements)	✓	

IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE BIDDER'S BID MAY NOT BE ACCEPTED OR REJECTED.

BID

CONTRACT IDENTIFICATION: North College Ave Water Main, Contract 96

THIS BID IS SUBMITTED TO: City of Carmel, Indiana

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into the Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement / Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date.)

Number	Date	Number	Date
<u>1</u>	<u>9.27.19</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph GC-4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings

**CARMEL, INDIANA CONTRACT 96
BASE BID**

The items listed herein will constitute a complete Contract. A Bid must be made on each item with no qualifying statement. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with paragraph 11.8 of the General Conditions.

Item No.	Description	Estimated Amount	Unit	Unit Price in Figures		Total Unit Price in Words	Total Estimated Cost of Item
				Unit Price in Figures	Total Unit Price in Words		
1	Mobilization / Demobilization	1	LS	26,000.00	twenty-six thousand	26,000.00	
2	Audio-Video Recording	1	LS	8,100.00	eight thousand one hundred	8,100.00	
3	Pollution Prevention	1	LS	18,000.00	eighteen thousand	18,000.00	
4	Survey and Staking	1	LS	4,000.00	four thousand	4,000.00	
5a	12-Inch Watermain, HDPE, DR-11, DIP, Horizontal Directional Drill	2,900	LF	88.00	eighty-eight	255,200.00	
5b	Connection at Arthur and College, Existing 6-Inch Watermain	1	LS	10,380.00	ten thousand three hundred eighty	10,380.00	
5c	Connection on 103rd and College, Existing 8-Inch Watermain	1	LS	9,100.00	nine thousand one hundred	9,100.00	
5d	Connection on 102 th and College, Existing 8-Inch Watermain	1	LS	7,800.00	seven thousand eight hundred	7,800.00	
5e	Connection on Penn and College, Existing 12-Inch Watermain	1	LS	6,200.00	six thousand two hundred	6,200.00	
5f	5/8-Inch Pressure Reducer	16	EA	100.00	one hundred	1,600.00	
5g	Removal of Service Connection from CEG	53	EA	300.00	three hundred	15,900.00	
5h	5/8-Inch Service Connection	48	EA	1,500.00	one thousand five hundred	72,000.00	
5i	1-Inch Service Connection	5	EA	1,600.00	one thousand six hundred	8,000.00	
5j	5/8-Inch Copper Tubing	2,300	LF	25.00	twenty-five	57,500.00	
5k	1-Inch Copper Tubing	300	LF	26.00	twenty-six	7,800.00	

**CARMEL, INDIANA CONTRACT 96
BASE BID**

The items listed herein will constitute a complete Contract. A Bid must be made on each item with no qualifying statement. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with paragraph 11.8 of the General Conditions.

6	12-Inch Butterfly Valve	4	EA	4,000.00		four thousand	16,000.00	
7	Hydrant Assembly	6	EA	5,500.00		five thousand five hundred	33,000.00	
8	Special Backfill	1,300	CY	35.00		thirty-five	45,500.00	
9a	12-Inch Aggregate Base	170	CY	40.00		Forty	6,800.00	
9b	4-Inch Bituminous Leveling Course (Street)	100	TON	80.00		eighty	8,000.00	
9c	1.5-Inch Bituminous Wearing Course (Street)	50	TON	100.00		one hundred	5,000.00	
9d	Concrete Curb	340	LF	40.00		forty	13,600.00	
9e	Concrete Walk	1,200	SF	9.00		nine	10,800.00	
9e	Concrete Drive	300	SF	20.00		twenty	6,000.00	
9g	Concrete Handicap Ramp	250	SF	50.00		fifty	12,500.00	
10	Seed & Mulch (INDOT, Type U, Section C-02800)	1,200	SY	2.00		two	2,400.00	
11	Record Documents	1	LS	2,000.00		two thousand	2,000.00	
Total Base Bid Amount:							\$669,180.00	

**CARMEL, INDIANA CONTRACT 96
BASE BID**

The items listed herein will constitute a complete Contract. A Bid must be made on each item with no qualifying statement. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with paragraph 11.8 of the General Conditions.

Alternate Bid Items									
5a	12-Inch Watermain, HDPE, DR-11, DIP, Horizontal Directional Drill	680	LF	90.00		ninety		61,200.00	
5l	Connection on 106th and College, Existing 16-Inch Watermain	1	LS	10,400.00		ten thousand four hundred		10,400.00	
8	Special Backfill	1,100	CY	35.00		thirty-five		38,500.00	
9a	12-Inch Aggregate Base	45	CY	50.00		fifty		2,250.00	
9b	4-Inch Bituminous Leveling Course (Street)	30	TON	90.00		ninety		2,700.00	
9c	1.5-Inch Bituminous Wearing Course (Street)	15	TON	110.00		one hundred ten		1,650.00	
9d	Concrete Curb	120	LF	40.00		forty		4,800.00	
9e	Concrete Walk	660	SF	9.00		nine		5,940.00	
Total Alternate Bid Amount:								\$127,440.00	
Total Base & Alternate Bid Amounts:								\$796,620.00	

BID BOND #1001128669-6

KNOW ALL BY THESE PRESENTS, that the undersigned

[Name of Contractor] SC Case Excavating, LLC

[Address of Contractor] 171 E. Streeter Ave., Muncie, IN 47303

a [Corporation, Partnership or Individual] Corporation hereinafter called the Principal, and the [Bonding Name] American Contractors Indemnity Company, a corporation duly organized under the laws of the State of CA as Surety, hereinafter called the Surety, held and firmly bound unto the City of Carmel, Indiana at One Civic Square, Carmel, Indiana 46032 as Obligee, hereinafter called the Obligee, in the penal sum of ten percent of the total amount bid, not to exceed \$110,000.00 Dollars ^{(10% of the total amount bid,} ~~(\$ not to exceed \$110,000.00)~~, but in no case more than 10% of the Contract Price, for the payment of which sum, well and truly to be made, the Principal and the Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Signed, this 2nd day of October, 20 19. The Condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into the Agreement in writing, for the North College Ave Water Main, Contract 96.

NOW, THEREFORE,

- (a) If said Bid Proposal shall be rejected, or
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver the Agreement in the form attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a Performance Bond for faithful performance of the Agreement, and a Payment Bond for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of the Bid Proposal, then this obligation shall be void, otherwise the Bid Bond shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. This Bid Bond shall adhere to the requirements of Ind. Code § 36-1-12-4.5.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their respective hands and seals, and as representatives of their respective entities have caused their

appropriate seals to be affixed and signed by their proper officers, the day and year first set forth above.

SC Case Excavating, LLC

Principal

By: ✓ Skylar C. Case

✓ Owner
(Title)

[Must be signed by principal of organization or person executing Signature Affidavit (Form SA-1)].

American Contractors Indemnity Company

Surety

By: Todd A. Stein

Todd A. Stein (Attorney-In-Fact)

(Title)



**TOKIOMARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeff McQuate, Todd A. Stein or Mark Levinson of Cleveland, Ohio

Its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Six Million Five Hundred Thousand***** Dollars (***6,500,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such Instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



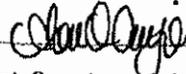
By: 
Daniel P. Aguilar, Vice President

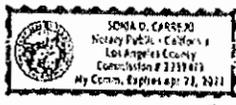
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)

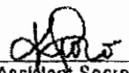


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of October, 2019.

Corporate Seal:
Bond No. 1051128669-6
Agency No. 9129

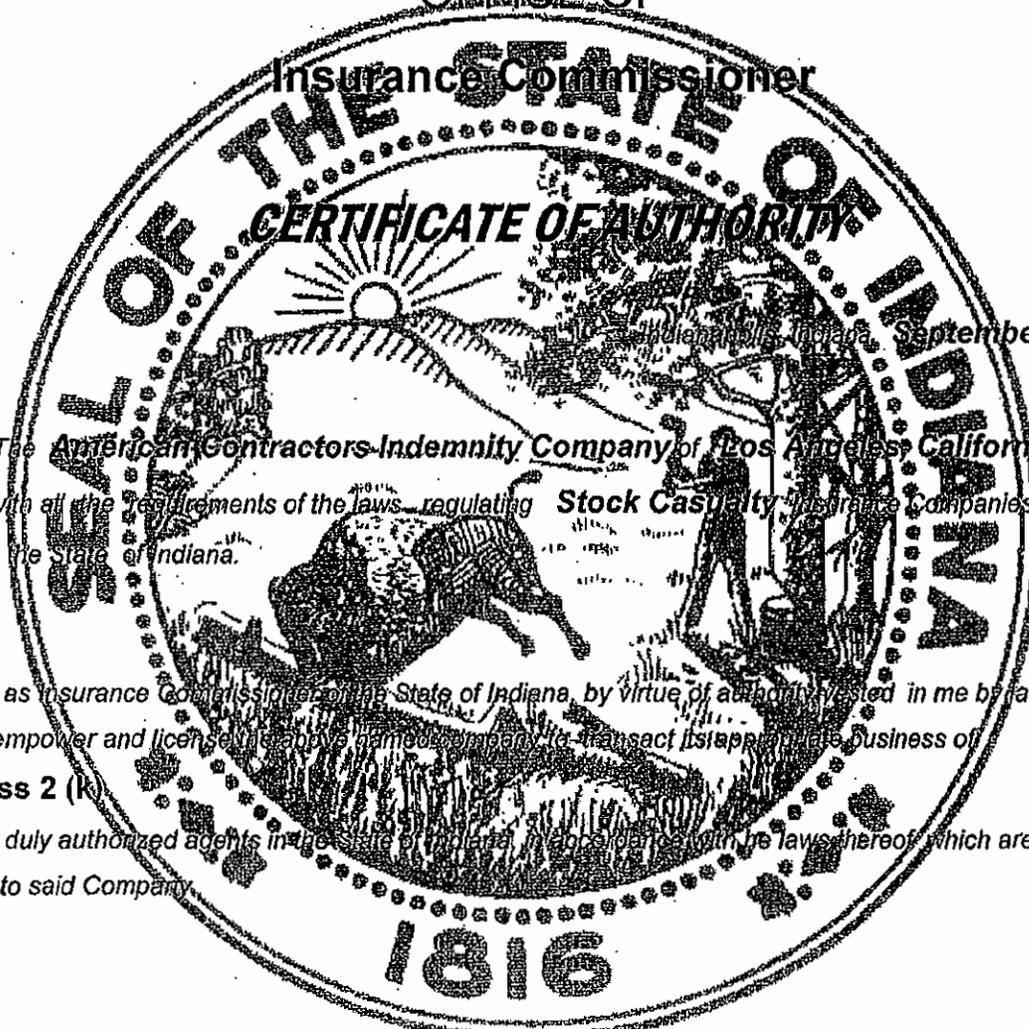



Kio Lo, Assistant Secretary

Department of Insurance
State of Indiana

OFFICE OF

Insurance Commissioner



CERTIFICATE OF AUTHORITY

September 20, 1999

Whereas, The ~~American Contractors Indemnity Company~~ of ~~Los Angeles, California~~ having complied with all the requirements of the laws regulating ~~Stock Casualty Insurance Companies~~ doing business in the State of Indiana.

Therefore, as Insurance Commissioner of the State of Indiana, by virtue of authority vested in me by law, I do hereby authorize, empower and license ~~the above named company~~ to transact its appropriate business of

Class 2 (k)

through its duly authorized agents in the State of Indiana, in accordance with the laws thereof which are applicable to said Company.

IN TESTIMONY WHEREOF I hereunto
subscribe my name and affix the seal of my
office the date written above.

Lee McCarty
INSURANCE COMMISSIONER



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 10/2/2019

1. Governmental Unit (Owner): City of Carmel
2. County : Hamilton
3. Bidder (Firm): S.C. Case Excavating LLC
Address: 171 E. Streeter Avenue
City/State/ZIPcode: Muncie, IN 47303
4. Telephone Number: 765-282-4953
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Contract 96 North College Avenue Water Main

(Governmental Unit) in accordance with plans and specifications prepared by Jones & Henry
_____ and dated 2019 for the sum of
Six hundred sixty nine thousand one hundred eighty dollar \$ 669,180.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Carmel

Bidder (Firm) S.C. Case Excavating LLC

Date (month, day, year): 10/02/2019

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
509,605.59	Storm, Sanitary Sewer	2016	City of Muncie, 300 N. High Street
362,745.43	Waterline	2016	Ball State University
78,304.00	Storm, Earthwork	2017	ball State University
260,723.00	Concrete, parking lots	2016	City of Muncie

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
266,000.00	Sanitary/Storm	12/2019	Rush County Commisioners
1,020,000.00	Storm Sewer/earthwork/sanitary	10/2019	Hamilton Heights School Corp
926,667.00	Sanitary forcemain	10/2019	Fall Creek Regional Waste District
1,092,302.00	sanitary, storm, earthwork	11/2019	Henry County Commisioners

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Tom Bailey Excavating, Inc.-Tom Bailey

Irving Materials, Inc.-Larry Robinson

J.G. Case Construction, Inc.- Chuck Case

Pridemark Construction, Inc.-Mike Tschuor

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

S.C. Case Excavating LLC could begin work as soon as a notice to proceed is given.

We would have a crew of 5-7 men/women working together to complete the project within the contracts time frame.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

J.G. Case Construction, Inc. 171 E. Streeter Avenue, Muncie IN 47303-Sanitary, storm, water line

Manor Bros Concrete Work-7025 E CR 900N Albany, IN 47320- Concrete work

Tom Bailey Excavating, Inc.-14685 N 175E Eaton, IN 47338-Dirt work/grading

Contryside Companies LLC-3535 N CR800 E Parker City, IN/Pavers

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Daystar Directional Drilling-HDD

S.C. Case is not requiring a bond

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

3-Excavators, 2-backhoes, 2-skid steers- 2-dump trucks

1-Vac truck, 1-boring machine

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes, S.C. Case Excavating LLC will receive prices for all materials to complete this project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

S.C. Case Excavating LLC

(Contractor)

171 E. Streeter Avenue

(Address)

Muncie, IN 47303

FOR

PUBLIC WORKS PROJECTS

OF

Contract 96 North College Avenue Water Main

Filed _____

Action taken _____

AMERICAN CONTRACTORS INDEMNITY COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS (1)
December 31, 2018

Admitted Assets

Investments:	
Fixed Maturities, at amortized cost	344,563,572
Cash and short term investments	10,807,797
Total cash and invested assets:	355,371,369
Investment income due and accrued	3,525,186
Premium receivable	2,705,286
Recoverable from reinsurers	2,075,143
Net deferred tax asset	2,249,070
Electronic data processing equipment	23,890
Receivable from parent, subsidiaries and affiliates	1,887,081
Other miscellaneous assets	59,157
	<u>12,524,812</u>
Total admitted assets	367,896,181

(1) - In accordance with the statutory financial statements as filed on March 1, 2019.

Liabilities and Capital and Surplus

Liabilities:		
Unpaid loss and loss adjustment expense	15,840,011	
Commissions payable	1,322,625	
Accrued expenses	5,392,189	
Taxes, licenses and fees	383,300	
Current federal income taxes	778,850	
Unearned premiums	10,378,636	
Advance premiums	1,003,214	
Ceded reinsurance balance payable	1,133,811	
Amounts withheld or retained for others	190,055,656	
Provision for reinsurance	6,004	
Payable to parent, subsidiaries and affiliates	11,671,682	
Unearned fee revenue	273,982	
Deferred ceding commission	3,196,620	
	<u>241,436,579</u>	<i>Total liabilities</i>
Capital and Surplus:		
Capital Stock	2,520,000	
Additional paid-in and contributed capital	32,063,473	
Unassigned surplus	91,876,130	
	<u>126,459,602</u>	
Total liabilities and capital and surplus	367,896,181	

I, Peter W. Carman, Chief Financial Officer of American Contractors Indemnity Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2018, prepared in conformity with accounting practices prescribed or permitted by the State of California Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 801 South Figueroa Street, Suite 700, Los Angeles, California 90017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Los Angeles, California.



Peter W. Carman
Senior Vice President & CFO

SIGNATURE AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Delaware)

Before me, the undersigned notary public, appeared [Name of Bidder] and being duly sworn, on his oath says that he/she is [Title] of [Name of Company] on North College Ave Water Main Contract 96, and affirmed that:

1. This Bid Proposal is submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Agreement, Specification(s), General and Special Conditions, Plans and Addendums thereto), if the Bid Proposal is accepted;
2. The statements contained in the Non-Collusion Affidavit are true;
3. The statements contained in the Non-Discrimination Affidavit are true;
4. The information contained in Part II of the Bid Proposal experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96A, when required, is true, correct, and current.

By: Skylar C. Case
(Signature)

OWNER
(Title)

S.C. Case Excavating LLC
(Printed or typed name of Company)

(Must be signed by principal of organization)

STATE OF INDIANA)
) SS:
COUNTY OF Delaware)

SKYLAR C CASE personally appeared before me, a Notary Public, in and for said County and State, this 2nd day of October, 2019, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

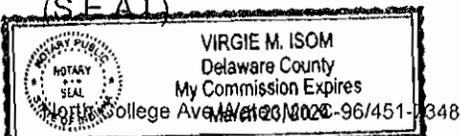
My Commission Expires:
3-23-24

My County of Residence:
DELAWARE

Virgie M. Isom
Notary Public – Signature

VIRGIE M ISOM
Notary Public – Printed Name

(SEAL)



AFFIDAVIT OF NON-COLLUSION

The Bidder, by its officers and its agents or representatives present at the time of filing the Bid Proposal, first duly sworn, on their oath say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any agent or representative of the Owner whereby such affiant or affiants or either of them, has paid or is to pay to such other Bidder anything of value whatever or such affiant or affiants or either of them have not, directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders which tends to or does lessen or destroy free competition in the letting of the Agreement sought for by the attached bid(s); but no inducement of any form or character other than that which appears upon the face of the Bid Proposal will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the Bid Proposal or awarding of the Agreement, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Agreement sought by this Bid Proposal.

SKYLER C CASE / S.C. CASE Excavating
(Name of Contractor)

Subscribed and sworn to this 2nd day of October, 2019.

Skylar C. Case

Printed: Skylar C. Case

[Must be signed by principal of organization or person executing Signature



VIRGIE M. ISOM
Delaware County
My Commission Expires
March 23, 2024

My Commission Expires: 3-23, 2024.

Resident of Delaware County.

[Note: The form must be signed by the same person(s) who sign(s) the Bid Proposal.]

AFFIDAVIT OF NON-DISCRIMINATION

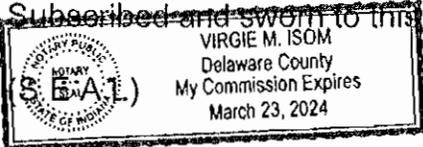
Pursuant to Ind. Code § 5-16-6, this "Affidavit of Non-Discrimination" is hereby incorporated in and made a part of the Agreement dated _____ between City of Carmel, Indiana and the undersigned _____ (herein called the "Contractor").

During the performance of this Agreement, the Contractor agrees as follows:

1. That in the hiring of employees for the performance of work under the contract or any subcontract hereunder, neither the contractor nor subcontractor, nor any person acting on behalf of the contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;
2. That neither the contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;
3. That there may be deducted from the amount payable to the contractor by the owner, under the contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
4. That the contract may be canceled or terminated by owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

S.C. Case Excavating
(Name of Contractor)
By: Stephen C. Case
Title: OWNER

[Must be signed by principal of organization or person executing Signature Affidavit].

Subscribed and sworn to this 2nd day of OCTOBER, 2019.

Printed: Virgie M. Isom
My Commission Expires: 3.23.24
Resident of DELAWARE County.

CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED

The following sub-contractors will perform work on North College Ave Water Main, Contract 96, in fulfilling the Agreement with the City of Carmel, Indiana.

List only one subcontractor per category. Listing of more than one subcontractor per category may be cause for rejection of the Bid Proposal.

	<u>NAME</u>	<u>TRADE</u>	<u>AMOUNT</u> (nearest \$1,000)	<u>PRE-QUALIFIED</u> (Yes or No)
1.	Daystar Directional Drilling	HDD	168,000. ⁰⁰	Yes
2.	Wells Trucking	Trucking	8,000. ⁰⁰	No
3.	Crane Environmental	SWPPP	13,000. ⁰⁰	No
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

NOTICE OF AWARD

TO: S.C. Case Excavating, LLC
171 East Streeter Ave.
Muncie, Indiana 47303

(Contractor)

Project Description: North College Ave. Water Main, Contract No.96

The Owner has considered the Bid submitted by you for the above described Project in response to its Advertisement / Notice to Bidders dated and Instructions to Bidders. The Owner has accepted your Bid, pending financing with SRF funds on this project. .

You are hereby notified that your Bid Proposal for the Base Bid (\$669,180.00) and the Alternate Bid (\$127,440.00) has been accepted for items in the amount of \$796,620.00. Please note it is possible that the Alternative Bid work may not be constructed. We will inform you of this decision when the funds for this project are in place and the Owner is ready to execute the Contract Documents. .

You are required by the Advertisement / Notice to Bidders and Instructions to Bidders to execute the Agreement and furnish the Performance Bond, Payment Bond and Certificates of Insurance required by the Specifications when the funds for this project are in place.

We will notify you when the funds for this project are in place.

Dated this 16 day of OCTOBER, 2019 .


By _____ John Duffy
Title: Utilities Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ this _____ day of _____, 2019.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 19th day of December, 2019, by and between City of Carmel, Indiana, Board of Public Works and Safety, One Civic Square, Carmel, Indiana 46032 ("Owner") and ("Contractor"), for the project known as North College Ave Water Main, Contract 96 to be constructed on site where shown on the drawing(s) in Carmel, Indiana (the "Project").

Owner:

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

Contractor:

S. C. Case Excavating, LLC
171 E. Streeter Ave.
Muncie, IN 47303

Project:

North College Ave Water Main
Contract No. 96

Engineer:

Jones & Henry Engineers, Ltd.
1980 E 116th St. Ste 260
Carmel, In 46032

The Owner and Contractor agree as follows:

Article 1. Contract Documents. The Contract Documents consist of this Agreement, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Drawings or Specifications that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of

an earlier date and Part 4 of the technical specifications title "Special Provisions" shall take precedence over Parts 1, 2 or 3. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Drawings.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is:

- 1.1 This Agreement (pages A-1 to A-16, inclusive).
- 1.2 Contractor's Bid (pages B-1 to B-6, inclusive) - Exhibit A.
- 1.3 Performance Bond - Exhibit B.
- 1.4 Payment Bond - Exhibit C.
- 1.5 Contractor's Final Affidavit and Waiver – Exhibit D
- 1.6 Contractor's Progress Affidavit and Waiver – Exhibit E
- 1.7 Change Order - Exhibit F
- 1.8 Confined Space Acknowledgement – Exhibit G.
- 1.9 General Conditions (pages GC-1 to GC-47, inclusive).
- 1.10 Special Conditions, if any (page SC-1 to SC-138 inclusive).
- 1.11 Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
North College Ave Water Main / Contract 96
- 1.12 Addenda numbers 1 to 1 inclusive.
- 1.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 1. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 of the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described as North College Ave Water Main Contract No. 96 (all hereinafter called the "Work");

A. Supervision and Construction Procedures. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. Subcontractors. Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 15 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project and site so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or

other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

C. Contractor's Representations. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor

accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Engineer. The Project has been designed by Jones & Henry Engineers, Ltd., who is hereinafter referred to as Engineer and who is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 4. Date of Commencement and Completion. Contractor shall commence its Work promptly upon receipt of written notice from Owner to proceed with the Work, and Contractor shall achieve Substantial Completion within One Hundred (100) days after the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance with paragraph 14.7.2 of the General Conditions within One Hundred Twenty (120) days after the date when the Contract Time commences to run. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this

Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5 of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the notice to proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Sum.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify them against all such costs, expenses, damages and liability.

D. **Excusable Delay.** If Contractor is delayed, suspended, accelerated, interfered with, or otherwise hindered (collectively referred to as "hindrance" or "hindrances") at any time in the progress, performance or completion of any portion or portions of the whole of the Work contemplated by the Contract Documents as a result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, or as the result of acts of God, the public enemy, acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or abnormal weather or on account of any acts or omissions of Owner or others engaged by it (except as herein provided), or by their employees, agents or representatives, or by changes ordered in the Work by Owner which are not required to correct problems or discrepancies in Contractor's Work, or by any other causes which Contractor could not reasonably control or circumvent, and which are not due to any fault, neglect, act or omission on

Contractor's part, and the risks of which are not otherwise assumed by Contractor pursuant to the provisions of the Contract Documents, then the Contract Time for completion of the portion or portions of the Work directly affected by such hindrance shall, upon timely written request of Contractor, be extended by a period equivalent to the time lost by reason of the aforesaid causes by Change Order approved and signed by Owner.

All claims for an extension of the Contract Time shall be based on written notice delivered to Owner and Engineer within twenty-one (21) days of the commencement of the event or occurrence giving rise to the claim. Such notice must set forth (a) the cause of the hindrance, (b) a description of the portion or portions of the Work affected thereby, and (c) all details pertinent thereto, including supporting data and the specific number of days requested. It is a condition precedent to the consideration or validity of all claims for an extension of the Contract Time that such claims be made in writing and delivered in strict accordance with all applicable time limits provided above. Otherwise, such claims shall be waived, invalid and unenforceable as against Owner.

E. No Damages for Delay. Contractor agrees that, whether or not any hindrances shall be the basis for an extension of the Contract Time, it shall have no claim against Owner for an increase in the Contract Sum, nor a claim against Owner for a payment or allowance of any kind for damage, loss or expense resulting from hindrances, except for acts constituting intentional and unjustified or unreasonable interference, disruption or delay by Owner with Contractor's performance of its Work when such acts continue after Contractor's written notice to Owner of such interference, disruption or delay. Owner's exercise of its rights under the Contract Documents, including but not limited to, its rights regarding changes in the Work, regardless of the extent or number of such changes, performance of separate work or carrying out Contractor's Work by Owner, directing overtime or changes in the sequence of the Work, withholding payment or otherwise exercising its rights under the provisions of this Agreement shall not be construed as intentional or unjustified interference with Contractor's performance of the Work.

F. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 4, plus any extensions allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner FIVE HUNDRED DOLLARS (\$500.00) for each day that expires after the time specified in Article 4 for Substantial Completion until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 4 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner FIVE HUNDRED DOLLARS (\$500.00) for each day that expires after the time specified in Article 4 for completion and readiness for final payment.

Article 5. Contract Sum. Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Exhibit A,

the sum of Seven hundred ninety six thousand six hundred twenty
(\$ 796,620.00)("Contract Sum").

The Contract Sum, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum. The Contract Sum may be changed only by Change Order.

Article 6. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Based on Applications for Payment properly submitted to Engineer by Contractor, the Applications for Payment will be processed by Engineer as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Requirements. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with paragraph 14.2.2.5 of the General Conditions.
- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Engineer, and if the character and progress of the Work has been satisfactory to Owner and Engineer, Owner, at its sole discretion and without obligation, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the

remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.

- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.4 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of contract of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project or the site, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including

attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 14 of the General Conditions, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Sum (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.4 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.7.2 of the General Conditions, Owner shall pay the remainder of the Contract Sum as recommended by Engineer as provided in said paragraph 14.7.2.

1. When the Contractor completes the work in accordance with the Contract Documents and in an acceptable matter as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Engineer, acting on behalf of the Owner, will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute. For each day after one hundred twenty (120) days, the Owner will pay to the Contractor

interest for late payment of money due to the Contractor. However, interest will not be paid for those days that the delay in payment is not directly attributable to the Owner. The annual percentage rate of interest that the Owner shall pay on the unpaid balance is eight percent (8%).

3. Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 7. Termination and Suspension. The Agreement may be terminated by the Owner or the Contractor as provided in Article 15 of the General Conditions. The Work may be suspended by the Owner as provided in Article 15 of the General Conditions.

Article 8. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 9. Owner's, Contractor's and Engineer's Representations.

9.1 The Owner's Representative is:

Mr. John Duffy, Utility Director
30 West Main St, Ste 200
Carmel, Indiana 46032

9.2 The Contractor's Representative is:

Article 10. Miscellaneous.

A. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Indiana.

B. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

D. **SUCCESSORS AND ASSIGNS.** Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

E. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

F. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

G. **RIGHTS AND REMEDIES.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall

constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

Article 11. Dispute Resolution.

A. Mediation. The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Hamilton County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

The remaining part of this page is intentional blank.

This Agreement will be effective on December 19, 2019 (which is the Effective Date of this Agreement as defined in the General Conditions).

City of Carmel, Indiana
Owner

By It's Board of Works & Public Safety

[Signature]
Mayor and Member

Member

Member

Attest Christine Pauley, Clerk-Treasurer
Address for giving notices
One Civic Square
Carmel, IN 46032

S. C. Case Excavating, LLC
Contractor

By [Signature]

[CORPORATE SEAL]

Attest [Signature]
Address for giving notices
171 E. Streeter Ave.
Muncie, IN 47303

License No. _____

Agent for service of process:

INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor is a corporation, the following certificate should be executed by an officer of the firm other than the Agreement signee:

I, Skylar C. Case

certify that I am the Owner of the

corporation named as Contractor hereinabove; that

Skylar Case

who signed the foregoing

Agreement on behalf of the Contractor was then

Owner of said Corporation;

that said Agreement was duly signed for and in behalf of

said Corporation by authority of its governing body, and is

within the scope of its corporate powers.

Skylar C. Case

(Corporate Seal)

If the Agreement is signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Agreement copies so much of records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the Agreement should be signed with his official signature. The name of the signing party or parties should be typewritten or printed under all signatures to the Agreement.

If the Contractor should be operating as a partnership, each partner should sign the Agreement. If the Agreement be not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

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RESOLUTION NO. BPW 01-08-20-06

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING PROCUREMENT AGREEMENT**

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

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

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

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

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2020.

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:

Sue Wolfgang, Clerk
Date: _____

CARMEL UTILITIES
760 3rd Avenue S.W., Suite 110
Carmel, Indiana 46032

PH (317) 571-2443
FAX (317) 571-2265

WATER UTILITY
WASTEWATER UTILITY

ADVERTISEMENT / NOTICE TO CONTRACTORS
CITY OF CARMEL, INDIANA
Solar Array Equipment and Installation Proposal

Sealed Proposals for the City of Carmel, Indiana, Solar Array Equipment and Installation Proposal, will be received by the City of Carmel, Indiana, ("Owner") at the office of the Clerk Treasurer in City Hall, One Civic Square, Carmel, Indiana 46032, until 10:00 a.m., local time, on August 21, 2019. Any Proposal received after the designated time will be returned to the Proposer unopened. The Proposals will be publicly opened and read by Carmel Board of Public Works and Safety at 10:00am, local time, on August 21, 2019, in Council Chambers at City Hall. The Proposal should be clearly marked "PROPOSAL ENCLOSED Solar Array Equipment and Installation" on the outside of the envelope, and as otherwise set forth in the Proposal Documents.

In general, the work consists of the purchase and installation of solar array equipment at two separate locations in the City of Carmel, Indiana all as required by the Proposal Documents, the Agreement Between Owner and Contractor, General Conditions, (the "Agreement"), and Specifications and Drawings. Electronic Copies may be obtained from Telamon Corporation, ("Engineer") 1000 E. 116th Street, Carmel, Indiana 46032. Contact Mike Morley, mike.morley@telamon.com to obtain access to these materials. A non-mandatory pre-bid meeting will be held on site at Water Plant No.1 on August 7, 2019 at 9:00 am local time.

Proposals must be submitted on the forms found in the Request For Proposal package, must contain the names of every person or company interested therein, and shall be accompanied by:

- (1) Revised Form No. 96 as prescribed by the Indiana Board of Account and as required in the Instruction to Bidders, including a financial statement, a statement of experience, a proposed plan or plans for performing the Work and the equipment the Proposer has available for the performance of the Work;
- (2) Bid Bond in the amount of five percent (5%) of the total proposed amount, including alternates with a satisfactory corporate surety or by a certified check on a solvent bank in the amount of five percent (5%) of the amount of the Proposal. The Bid Bond or certified check shall be evidence of good faith that the successful Proposer will execute within fifteen (15) calendar days from the acceptance of the Proposal, the Agreement as included in the Proposal Documents. The Bid Bond or certified check shall be made payable to the Owner.

Any Proposal may be withdrawn prior to the scheduled closing time for receipt of Proposals, but no proposer shall withdraw his proposal within ninety (90) days after the actual receipt of Proposals.

All Bid Bonds and certified checks of unsuccessful proposers will be returned by the Owner upon selection of the successful Proposal and execution of the Agreement, and provision of the required Performance Bond and Payment Bond.

Award will be made to the Proposal with the highest score as discussed on Part 3 of the Request For Proposals. The successful Proposer must not be debarred, suspended, or otherwise be excluded from or ineligible for participation in federally assisted programs under Executive Order 12549.

The successful Proposer will be required to enroll in and verify the work eligibility status of all employees hired after the date of this Contract through the E-Verify program. The Proposer will also be required to sign an affidavit concerning employment of unauthorized aliens. A copy of the affidavit is included in the Request For Proposal documents. The successful Proposer will also be required to sign a certification regarding no investment activities in Iran.

A Performance Bond with good and sufficient surety, acceptable to the Owner and Engineer, shall be required of the successful Proposal in an amount equal to at least one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Agreement.

The Proposer shall execute a Payment Bond to the Owner, approved by Owner and Engineer and for the benefit of the Owner, in an amount equal to one hundred percent (100%) of the Contract Price. The Payment Bond is binding on the Proposer, their subcontractor, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the Owner's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State of Indiana. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204. Wage rates on the project shall not be less than the federal wage scale published by the U.S. Department of Labor.

Proposers on this work shall be required to comply with the provisions of the President's Executive Order No. 11246, as amended. The Bidders shall also comply with the requirements of 41 CFR Part 60-4 entitled Construction Contractors - Affirmative Action Requirements. A copy of 41 CFR Part 60-4 may be found in the Supplemental General Conditions of the Contract Documents and Specifications.

The Bidders attention is also called to the "Minority/Women Business Enterprise" participation goal of 7% and "Disabled Business Enterprise" participation goal of 5% as contained in the Project Specifications. Contract procurement is subject to the federal regulations contained in the OMB Circular A-102, Sections B and O and the State of Indiana requirements contained in IC-36-1-9 and IC-36-1-12.

Proposer must comply and meet all Indiana State Revolving Funds requirements as contained in the project documents.

The Owner reserves the right to reject and/or cancel any and all Proposals, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2. The Owner also reserves the right to waive irregularities in any Bid, and to accept any Bid which is deemed most favorable to the Owner.

Christine Pauley
Clerk Treasurer
City of Carmel, Indiana

PART 1

SCOPE OF SUPPLY

The City of Carmel, Indiana, wants to select a Contractor to purchase and install solar panel arrays as indicated on the attached drawings and as specified. The City intends to evaluate and select the equipment and contractors based on the criteria listed herein.

PERFORMANCE REQUIREMENTS

Specifications for the equipment and installation are provided in this request for proposal. The equipment and installation shall meet or exceed the specifications listed.

Training of City personnel shall be in accordance with the requirements listed in the specifications. Training shall be at a time of the City's selection and after the equipment is installed and ready for operation.

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.
8. Materials

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Solar Array Equipment and Installation

B. Project Locations:

1. Carmel Water Treatment Plant 1 – 106th Street and Gray Road, Carmel, IN
2. Carmel Waste Water Treatment Plant – Hazel dell Parkway, Carmel, IN

- C. Owner: Carmel Utilities
 - 1. Owner's Representative: John Duffy.
- D. Engineer: Telamon Corporation
 - 1. 1000 East 116th Street, Carmel, IN 46032

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

- 1. Project includes installation per design the solar photovoltaic (PV) panels, racking, ballast, inverters, and electrical connective equipment on the grounds of the Carmel Water Treatment Plant 1 and the Carmel Waste Water Treatment Plant Lift Station. Install AC panel boxes for collecting the AC power from the inverters and distribute to the electrical service. Install connective equipment from the AC panels to the internal AC service.

- a. Carmel Water Treatment Plant 674kWdc / 540kWac:

- 1) Work includes all materials required to ground ballast mount 1,926 solar panels, connect to 9 inverters, connect to AC collector panels, and interconnect to the utility grid at 4.16kV (3-phase, Delta-grounded WYE) per the plans included in this packet. Work also includes all required grounding and Ethernet connections of the equipment.
- 2) Work includes the fencing of both arrays with a minimum 7 (seven) foot high, black vinyl coated fence per the array site plan to meet NEC code.
- 3) All conductors may be run on top of the ground in cable tray. Any conductors in contact with or buried beneath the ground will need to be enclosed or encased in conduit that will prevent deterioration due to the caustic composition of the soil. Buried conductors must be installed by an OSHA HAZWOPER 40hr certified contractor.
 - a) Schedule 80 PVC for direct buried conduit
 - b) Schedule 40 for concrete encased conduit
 - c) Galvanized rigid conduit with 1mil of asphaltic coating for direct bury
- 4) Install Solar Log solar site monitoring system. The inverters will be connected to the Base Station through the Ethernet or connected via RS-485 cable. System will include
 - a) Solar Log Base Station
 - b) Utility Grade Meter

- b. Carmel Hazel Dell Parkway Location 391kWdc / 300kWac:

- 1) Work includes all materials required to ground mount 1,116 solar panels, connect to 5 inverters, connect to AC collector panels, step voltage to 4.16kV, step voltage back to 480V, and interconnect to the utility grid at 480V (3-phase, 4 WYE) per the plans included in this packet.. Work also includes all required grounding and Ethernet connections of the equipment.
- 2) Work includes the fencing of the array with a minimum 7 (seven) foot high, black vinyl coated fence per the array site plan to meet NEC code. Fence must not encroach on current Floodway as mapped by the Indiana Department

of Natural Resources. Site will be staked prior to construction by the architect/engineer.

- 3) All conductors may be run on top of the ground in cable tray. Any conductors in contact with or buried beneath the ground will need to be enclosed or encased in conduit that will prevent deterioration due to the caustic composition of the soil. Buried conductors must be installed by an OSHA HAZWOPER 40hr certified contractor.
 - a) Schedule 80 PVC for direct buried conduit
 - b) Schedule 40 for concrete encased conduit
 - c) Galvanized rigid conduit with 1mil of asphaltic coating for direct bury
- 4) Install Solar Log solar site monitoring system. The inverters will be connected to the Base Station through the Ethernet or connected via RS-485 cable. System will include
 - a) Solar Log Base Station
 - b) Utility Grade Meter

2. All zoning and construction permitting will be completed by the City of Carmel Utilities for both arrays.

B. Type of Contract:

1. Project will be constructed and installed under a single prime contract.

1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in a single phase or multiple phases based upon availability of the sites and materials.**

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.**
1. **Limits: Confine construction operations to areas located directly adjacent to the installation locations.**
 2. **Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.**
 - a. **Schedule deliveries to minimize use of driveways and entrances by construction operations.**
 - b. **Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.**
 3. **Owner does have a construction trailer on-site that may be used by Contractor during the construction of the arrays. Contractor is responsible for keeping the trailer in good repair and will be responsible for any and all utilities, hook-ups, and repairs.**

- B. **Condition of Existing Building:** Maintain portions of existing building affected by construction operations in a weather tight and secure condition throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

- A. **Partial Owner Occupancy:** Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Contractor shall provide weather tight enclosures at all times
 - 3. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
 - 4. The existing buildings shall be kept locked and secure after normal working hours

1.8 WORK RESTRICTIONS

- A. **Work Restrictions, General:** Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. **On-Site Work Hours:** Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: 8:00 a.m. to 4:00 p.m.
 - 2. Early Morning Hours: Per City of Carmel restrictions.
- C. **Noise, Vibration, and Odors:** Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
 - 3. Blasting occurs under the water plant site on a periodic basis. The contractor and workers should be aware of these occurrences and plan accordingly.
- D. **Non-smoking Building:** Smoking is not permitted within the building or on Project site.
- E. **Controlled Substances:** Use of tobacco products and other controlled substances within the existing building or on Project site is not permitted.
- F. **Employee Identification:** Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. **Employee Screening:** The utility requires an inquiry into the personal background of each employee of a contractor or subcontractor who is likely to have direct, ongoing contact at the site

of construction. Contractors and subcontractors shall conduct an inquiry into the background information of these employees. The shall information shall include the following:

1. An expanded national criminal history check as defined by Indiana Code, 20-26-2-1.5;
2. A search of the national sex offender registry maintained by the United States Department of Justice;
3. Arrest and/or filing of criminal charges against each employee within two (2) business days of the occurrence and the disposition of such arrest or filing of charges concerning employees of contractors and subcontractors;
4. Verification of enrollment in and use of the Federal EVerify program to check eligibility to be employed (all employees) ;
5. Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site;
6. Maintain and update regularly, a master list of all approved and screened personnel, including any personnel of the Construction Manager and all sub-contractors and third-parties that will be under the direction of the Contractor, for use by Owner in performing personnel audits

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. **Specification Content:** The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. **Drawing Coordination:** Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 1. **Terminology:** Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. **Abbreviations:** Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.
 3. **Keynoting:** Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

2.0 Materials - SOLAR PANELS

- A. The system design is based on the Yingli Solar, YL350D panel. Panels of equal to or better performance may be substituted in this bid. If a different panel can be shown to have a lower initial price per kWh produced, then that panel is to be used and must be specifically called out in all bid responses. Any substitute panels must be from a reputable manufacturer with a record of high performance and solid financial background. Preferred manufacturers include the following companies:
- B. Other Panel Manufacturers

1. Jinko Solar
2. Hanwha QCells
3. JA Solar
4. Canadian Solar
5. Longi
6. Risen Energy
7. Trina Solar

2.1 **Materials - MOUNTING EQUIPMENT**

- A. The system is design to utilize the Solar Flex Rack mounting system as described in the design documents. Racking of equal to or better performance may be substituted for this bid. Any substitute racking must be specifically called out in all bid responses.

Array are to be ground mounted in the following manner:

- a. Carmel Water Treatment Plant 1 – 106th Street and Gray Road - Ballasted
- b. Carmel Waste Water Treatment Plant – Hazel dell Parkway – Pile driven

The scope of supply for the fixed tilt racking system shall include the following items:

1. Ground Mount System

- a. All structural components associated with the racking system; including steel heads, struts, girders, retainer plates, purlins, and wedges
- b. Module mounting hardware
- c. Structural fasteners; including bolts, washer, and nuts
- d. Grounding Module Clamps or other provisions necessary to continuously bond the racking system and support piles to the grounding system

2. Support Piles

3. Calculations (structural, geotechnical, shading, grounding, wind, as applicable)

4. Rack and Support Pile installation manual

5. Module mounting and installation manual

6. Racking Layout

Supplier shall submit all geotechnical and structural design drawings and calculations for the racking system and support piles for review prior to purchase of equipment but only after supplier has been given a Notice to Proceed to ensure reimbursement of engineering costs. Supplier shall provide geotechnical and structural design drawings and calculations for the racking system and support piles, signed and sealed by an Indiana Professional Engineer, to be submitted to the Authorities Having Jurisdiction (AHJ) for permitting. Supplier is responsible for addressing any comments and/or questions from the AHJ related to the permitting of the mounting system and obtaining permit approval from the AHJ.

2.2 **Materials – INVERTERS, COMBINER BOX, and MOUNT**

- A. The system is designed to utilize Sungrow SG60KU-M inverters. . Inverters of equal to or better performance may be substituted in this bid. If a different inverter can be shown to have a lower initial price per kWh produced, then that inverter is to be used and must be specifically called out in all bid responses. Any substitute inverters must be from a reputable manufacturer with a record of high performance and solid financial background. Preferred manufacturers include the following companies:

B. Other Inverter Manufacturers

1. Fronius
2. SMA
3. SolarEdge
4. ABB

2.3 Materials -WIRE

- A. Must meet specifications in proposal packet

2.4 Materials - ETHERNET

- A. Must meet specifications in proposal packet

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Part 2

PROPOSAL AND AGREEMENT

GENERAL

Six (6) copies of this proposal with accompanying information required shall be submitted in a sealed envelope. The envelope should be clearly marked "**PROPOSAL ENCLOSED Solar Array Equipment and Installation**".

The proposal shall include a cost to supply the equipment and installation as specified and shown on the drawings. A completed Form 96 shall be included with the proposal along with a Bid Bond in the amount of 5% of the total amount in the proposal.

The Contractor's cost to provide the Equipment and Installation shall be based solely on the requirements set forth in the SCOPE OF SUPPLY in Part 1 and shall include the cost of training and spare parts specified. The Owner reserves the right to reject all proposals or delete a portion of the Equipment as deemed in the best interest of the Owner.

Performance and Payment Bond

After selection of the most favorable proposal, the manufacturer shall secure a performance and payment bond for 100% of the total value of the proposed cost of the Equipment and Installation as specified. If a performance bond is provided, the bonding company must have a rating of A- or above based on ratings provided by A.M. Best.

Evaluation

Each proposal will be evaluated by the City of Carmel per the criteria in Part 3.

Proposal and Agreement

1. The undersigned Submitter proposes and agrees, if this proposal is accepted, to enter into an agreement with Owner for the purchase and installation of the Equipment as specified herein.
2. In submitting the proposal, the Submitter represents that:
 - (a) Submitter has examined the Request for Proposal thoroughly.
 - (b) Submitter is familiar with and is satisfied as to all federal, state and local laws, ordinances, rules, and regulations that may affect cost, progress, performance, or furnishing of the Goods and Services.
 - (c) If cited in the Proposal or if, in Submitter's judgment, any local condition may in any manner affect cost, progress, or furnishing the Equipment and Installation, Submitter has brought these issues to the attention of the Owner.
 - (d) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Submitter has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Proposal; Submitter has not solicited or induced any person, firm, or corporation to refrain from submitting; and Submitter has not sought by collusion to obtain for itself any advantage over any other Submitter or over OWNER.

3. The Submitter offers the following total cost for the Equipment and Installation of the Solar Arrays as specified herein. :

At Water Plant No.1: \$ 1,014,878.00

At Hazel Dell Pkwy: \$ 536,693.00

4. Submitter agrees that the Equipment will be delivered and installed in accordance with the Procurement Agreement within one-hundred (120) calendar days from the date of the Notice to Proceed.

Submitter accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete within the times specified. Liquidated Damages shall be assessed to the Contractor at the rate of \$800 per each calendar day beyond the Contract Time specified.

6. Communications concerning this Proposal shall be addressed to: (Cross-out inapplicable language)

The address of Submitter indicated below.

The following address:

13277 N. Illinois Street
Carmel, IN. 46032

If Submitter is:

An Individual

By _____
(Individual=s name)

Doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name)

_____ (Title)

Business address: _____

Phone No.: _____

A Corporation

By Solential Energy Solutions, LLC
(Corporation Name)

Indiana
(State of Incorporation)

James R. Shaw
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Corporate Address: 13277 N. Illinois St., Carmel, IN. 46032

Phone No.: 317-650-5511

Date of Qualification to do Business is: 04/15/2011

A Joint Venture

By _____
(Individual=s name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for Receipt of Official Communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is dated as of the 19th day of December in the year 2019 by and between the City of Carmel, Indiana (hereinafter called OWNER) and Solential Energy Solutions, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

CONTRACTOR shall furnish the Equipment and Installation along with Training as specified or indicated in the Request for Proposal and as shown on the drawings. The Equipment and Installation to be furnished are generally described as follows: Equipment and Installation for Solar /Array Panels as specified and shown on the drawings.

The following Services are required: Training for City Personnel as specified and required. A warranty, guaranteeing the Equipment and Installation provided to be free of manufacturer defects for a period of one year after start up or 18 months following delivery to the site, whichever occurs first.

Article 2. ENGINEER.

The Goods have been specified by Telamon Corporation., hereinafter called ENGINEER and who will act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER by OWNER in connection with the furnishing of the Goods, Services and other services in accordance with the Procurement Agreement.

Article 3. POINT OF DELIVERY.

The place where the Goods are to be delivered to: City of Carmel, Indiana Water Treatment Plant No. 1 located at the southeast corner of Gray Road and 106th St. in Carmel Indiana.

Article 4. CONTRACT TIME.

4.1. The Equipment and Installation are to be delivered to the point of delivery and installed complete with surface restoration within 120 days from the Notice to Proceed.

4.2 Training shall be provided at times requested by the OWNER and shall occur after the Equipment and Installation are installed and ready for operation. Training is expected to occur approximately 120 days after the Notice to Proceed is issued.

Article 5. CONTRACT PRICE.

5.1. OWNER shall pay CONTRACTOR for furnishing the Equipment and Installation and for performing other services in accordance with the Request for Proposal in current funds.

Equipment and Installation (inclusive of all cost adjustments) \$ 1,551,571.00

Article 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by ENGINEER.

6.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of Applications for Payments as follows:

Equipment and Installation

6.1.1 Upon receipt of the first Application for Payment submitted after delivery of the Equipment and Installation along with O&M manuals and accompanied by ENGINEER's recommendation of payment, an amount equal to 90% of the Equipment Price (based on supplier invoices). Shop Drawings must be approved before submittal of the first application for payment.

6.1.2 *Final Payment.* Upon receipt of the final Application for Payment after all O&M manuals, shop drawings, training and successful startup of the Equipment and Installation accompanied by ENGINEER's recommendation of payment, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 7. N/A

Article 8. CONTRACTOR 'S REPRESENTATIONS.

In order to induce OWNER to enter into this Procurement Agreement CONTRACTOR makes the following presentations:

8.1. CONTRACTOR has familiarized himself with the nature and extent of the Proposal Documents and has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Proposal Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.2. CONTRACTOR has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Equipment and Installation and furnishing of Services and other services in connection therewith.

8.3. CONTRACTOR does not require additional information from OWNER or ENGINEER to enable CONTRACTOR to furnish the Equipment and Installation and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Request for Proposal and Procurement Agreement.

8.4. CONTRACTOR has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Request for Proposal.

Article 9. MISCELLANEOUS

9.1. No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Procurement Agreement.

9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Agreement.

IN WITNESS WHEREOF, the parties hereto have signed five (5) copies of this Procurement Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Procurement Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Procurement Agreement will be effective on December 19, 2019.

OWNER:

By

[Signature]
[Corporate Seal]

Attest

Address for giving notice

Carmel Utilities

30 W. Main St., Suite 220

Carmel, IN. 46032

CONTRACTOR:

By

[Signature]
[Corporate Seal]

Attest

[Signature]

Address for giving notice

Solential Energy Solutions, LLC.

13277 N. Illinois St., Suite 110

Carmel, IN. 46032

(If CONTRACTOR is a corporation)
(attach evidence of authority)
(to sign.)

Clause and Affidavit to be added to Contract
For Services to be provided to
CITY OF CARMEL, INDIANA
(as required by Indiana SEA 590, effective July 1, 2011)

VERIFICATION OF WORK ELIGIBILITY STATUS

1. SOLENTIAL ENERGY SOLUTIONS LLC, (hereinafter called "Contractor") understands and agrees that it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program. This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

2. An authorized representative of the Contractor has signed the affidavit below concerning the employment of unauthorized aliens.

AFFIDAVIT CONCERNING EMPLOYMENT
OF UNAUTHORIZED ALIENS

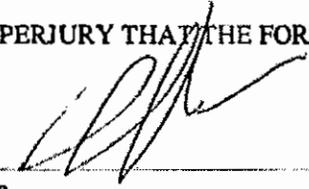
I am a duly authorized officer of SOLENTIAL ENERGY SOLUTIONS LLC, (hereinafter called "Contractor") and I hereby certify that as of the date of this Affidavit, Contractor does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a (h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Dated: 12/9/2019

Signature

Printed Name



DAVID J BURNS

8 U.S.C. 1324a(h)(3) Definition of unauthorized alien

As used in this section, the term "unauthorized alien" means with respect to the employment of an alien at a particular time, that the alien is not at that time either

- (A) An alien lawfully admitted for permanent residence, or
- (B) Authorized to be so employed by this chapter or by the Attorney General.

on December 9, 2019, David J Burns appeared before me, Christopher P. Larkin, Notary Public





CHRISTOPHER P. LARKIN
Notary Public
State of Indiana
Commission No. 562709
My Commission Expires
March 15, 2023

CITY OF CARMEL, INDIANA
INDIANA IRAN INVESTMENT CERTIFICATION

The State of Indiana enacted a law (IC 5-22-16.5) which requires all state agencies and political subdivisions request certification from its contractors that the contractor is not engaged in investment activities in Iran as Chapter 16.5 defines those terms. This certification serves as notice that all contractors doing business with the City of Angola, Indiana must, as a term of its contract, certify that contractor does not engage in investment activities in Iran.

I, DAVID J BURNS ^{SOLUTIONS LLC} the duly authorized representative of
SOLENTIAL ENERGY ~~LLC~~ (name of contractor), certify under penalty of perjury that
SOLENTIAL ENERGY ~~LLC~~ ^{SOLUTIONS LLC} (name of contractor) does not engage in investment activities in Iran as those terms are defined by IC 5-22-16.5.

Solential Energy Solutions, LLC
(name of contractor)

By: [Signature]
(signature of authorized representative)

DAVID J BURNS
(printed name of authorized representative)

Date: 12/9/2019

On December 9, 2019, David J. Burns appeared before me, Christopher P Larkin, notary.

Chris P. Larkin



CHRISTOPHER P. LARKIN
Notary Public
State of Indiana
Commission No. 562709
My Commission Expires
March 15, 2023

CONTRACTOR'S AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS

FINAL FOLLOW

PARTIAL

PAYMENT TO

OWNER: City of Carmel, Indiana
Department of Public Works.
CONTRACTOR:

PROJECT:
CONTRACT DATE:

_____ being duly sworn states that he or she is the _____ of CONTRACTOR, which was awarded Contract No. _____ with the OWNER in accordance with the contract terms and conditions to install and/or furnish certain materials and labor as follows: _____ ("Work") for the Project,

DOES HEREBY STATE, WARRANT AND REPRESENT ON BEHALF OF THE CONTRACTOR the following:

PARTIAL WAIVER That the balance due from OWNER is the sum of (\$ _____).
 Receipt of which is hereby acknowledged; or
 Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS and which is given to and for said amount effective upon receipt of such payment.

FINAL WAIVER That the final balance due from OWNER is the sum of (\$ _____).
 Receipt of which is hereby acknowledged; or
 Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS which is given to and for said amount effective upon receipt of such payment.

THEREFORE, through the date hereof, Contractor waives and releases the Owner and Project of all liens or claims, including, but not limited to, claims for materials, equipment, labor, superintendence and other services or Work performed or furnished by Contractor and further affirms that no other party has any claim or right to lien on account of any materials, equipment, labor, superintendence and other services or Work performed or furnished to or for Contractor for the Project. Contractor agrees to indemnify, defend and hold the Owner and Project harmless, including costs and attorneys' fees, from and against any and all claims or liens for any subcontractors, materials, supplies, equipment or labor furnished for, in connection with or incorporated into the Project by, through or under Contractor through the date hereof. This Affidavit and Waiver of Liens is given to induce Owner to pay the amount indicated above. Contractor represents that all employees, subcontractors or materialmen have been paid or will be paid from these funds.

That through the date hereof, all Affidavits and Waiver of Liens and Claims are true, correct and unconditional and that there is no claim either legal or equitable to defeat the validity of said Affidavits and Waiver of Liens and Claims. That the following are the names of all parties who have furnished material or labor, or both, for said Work and all parties having contracts or subcontracts for specific portions of said Work or for material used in the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said Work according to Project plans and specifications:

1	2	3	4	5	6	7
CONTRACTOR	TYPE OF WORK	AMOUNT OF CONTRACT	TOTAL RETAINED	NET PREVIOUSLY PAID	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
TOTAL						

AMOUNT OF ORIGINAL CONTRACT _____	WORK COMPLETED TO DATE _____
EXTRAS TO CONTRACT _____	LESS RETAINAGE _____
TOTAL CONTRACT & EXTRAS _____	NET AMOUNT EARNED _____
CREDITS TO CONTRACT _____	NET PREVIOUSLY PAID _____
ADJUSTED TOTAL CONTRACT _____	NET AMOUNT OF THIS PAYMENT _____
	BALANCE TO BECOME DUE _____

This instrument has been executed as of the _____ day of _____, 20_____.

CONTRACTOR: _____

By: _____

Name
: _____

Title: _____

STATE OF INDIANA
COUNTY _____
OF _____

Sworn to and subscribed before me the undersigned authority on this _____
day of _____, 20____.

Notary Public,
State of _____

Printed Name of
Notary

[SEAL]
My Commission Expires:

SUBCONTRACTOR AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS

FINAL FOLLOW

PARTIAL

PAYMENT TO

OWNER: City of Carmel, Indiana
 Department of Public Works.
 SUBCONTRACTOR:

PROJECT:
 CONTRACT DATE:

_____ being duly sworn states that he or she is the _____ of SUBCONTRACTOR, which entered into a contract in writing with _____ ("CONTRACTOR") who was awarded Contract No. _____ with the OWNER in accordance with the contract terms and conditions to install and/or furnish certain materials and labor as follows: _____ ("Work") for the Project.

DOES HEREBY STATE, WARRANT AND REPRESENT ON BEHALF OF THE SUBCONTRACTOR the following:

PARTIAL WAIVER That the balance due from CONTRACTOR is the sum of (\$_____).

- () Receipt of which is hereby acknowledged; or
- () Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS and which is given to and for said amount effective upon receipt of such payment.

FINAL WAIVER That the final balance due from CONTRACTOR is the sum of (\$_____).

- () Receipt of which is hereby acknowledged; or
- () Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS which is given to and for said amount effective upon receipt of such payment.

THEREFORE, through the date hereof, Subcontractor waives and releases the Owner, Contractor and Project of all liens or claims, including, but not limited to, claims for materials, equipment, labor, superintendence and other services or Work performed or furnished by Subcontractor and further affirms that no other party has any claim or right to lien on account of any materials, equipment, labor, superintendence and other services or Work performed or furnished to or for Subcontractor for the Project. Subcontractor agrees to indemnify, defend and hold the Owner, Contractor and Project harmless, including costs and attorneys' fees, from and against any and all claims or liens for any sub-subcontractors, materials, supplies, equipment or labor furnished for, in connection with or incorporated into the Project by, through or under Subcontractor through the date hereof. This Affidavit and Waiver of Liens is given to induce Contractor to pay the amount indicated above. Subcontractor represents that all employees, subcontractors or materialmen have been paid or will be paid from these funds.

That through the date hereof, all Affidavits and Waiver of Liens and Claims are true, correct and unconditional and that there is no claim either legal or equitable to defeat the validity of said Affidavits and Waiver of Liens and Claims. That the following are the names of all parties who have furnished material or labor, or both, for said Work and all parties having contracts or subcontracts for specific portions of said Work or for material used in the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said Work according to Project plans and specifications:

1	2	3	4	5	6	7
SUBCONTRACTOR	TYPE OF WORK	AMOUNT OF CONTRACT	TOTAL RETAINED	NET PREVIOUSLY PAID	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
TOTAL						

AMOUNT OF ORIGINAL CONTRACT _____
 EXTRAS TO CONTRACT _____
 TOTAL CONTRACT & EXTRAS _____
 CREDITS TO CONTRACT _____
 ADJUSTED TOTAL CONTRACT _____
 WORK COMPLETED TO DATE _____
 LESS RETAINAGE _____
 NET AMOUNT EARNED _____

NET PREVIOUSLY PAID _____
 NET AMOUNT OF THIS PAYMENT _____
 BALANCE TO BECOME DUE _____

WTP-1 Filter Addition/451-6837

CITY OF CARMEL
 Contractor's Waiver Progress

This instrument has been executed as of the _____ day of _____, 20____.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

STATE OF INDIANA
COUNTY _____
OF _____

Sworn to and subscribed before me the undersigned authority on this _____
day of _____, 20____.

Notary Public, State
of _____

Printed Name of
Notary

[SEAL]
My Commission Expires:

Insert Additional Terms and Conditions by CONTRACTOR
as modified and mutually agreeable to OWNER and CONTRACTOR.

***Any additional Terms and Conditions requested by CONTRACTOR
must be included with the Proposal.***

PART 3
EVALUATION

EVALUATION CRITERIA

The Proposals to supply Equipment and Installation for Solar Arrays at the Carmel Water Treatment Plant 1 and Wastewater Treatment Facility will be evaluated according to the criteria shown below. Each criterion will be evaluated and rated on a scale of 1 to 5, with 5 being the highest evaluation. Each criterion rating will be multiplied by a weighting factor that assigns more value to some criteria than others.

The evaluation matrix is shown below:

EVALUATION MATRIX

Criterion	Rating (1-5)	Weight (1-10)	Score
Proposed Cost of Equipment and Installation		8	
Availability of Materials		6	
Availability of Installation Labor		6	
Conformance to Proposal Specifications		8	
Experience with Solar Installation		6	
Availability of Future Service Labor and Materials		6	
Installation References on Prime Contractor and Sub-Contractors		10	
Total score			

SUBMITTAL REQUIREMENTS

Each CONTRACTOR shall provide six (6) copies of a complete proposal with information as listed in the following and in conformance with the requirements of the technical specifications. The evaluation team will review and evaluate each proposal in accordance with the evaluation criteria in accordance with following:

1. Proposed Cost of Equipment and Installation:

Each proposal shall include the cost of Equipment and Installation along with training as specified in the Scope of Supply in this Request for Proposal. Any exceptions to the Technical Specifications must be clearly marked and justified.

2. Availability of Materials:

Each proposal shall indicate the availability of all materials installed as part of the solar array installation. The proposal shall also indicate approximate delivery times for those materials.

3. Availability of Installation Labor:

The proposal shall indicate how many installers are available, their location, and the times that they are available. Reference should be made regarding the ability to supplement labor with additional persons should necessary to meet the installation timeline.

4. Conformance to Proposal Specifications:

Each proposal shall include a catalog of information showing general compliance with the specifications. The catalog information shall provide details (Spec Sheets, etc..) on all materials to be used in the installation. Any deviation from the defined specification shall be noted, highlighted, and justified as to why or how this meets or exceeds specifications.

5. Experience with Solar Installation:

Each proposal shall include a list of at least five similar size projects where the CONTRACTOR has installed similar PV solar arrays.

6. Availability of Future Service Labor and Materials:

Each proposal shall include the availability and ability to respond to future needs for service and/or materials should the solar array experience a mechanical failure.

7. Installation References on Prime Contractor and Sub Contractors:

Each proposal shall include the names and contact information for similar projects. Five (5) references are required for all Prime Contractors. Three (3) are required for any Sub-Contractors under the control of the Prime.

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Solential Energy Solutions, LLC
13277 N Illinois St, Ste 110
Carmel, IN 46032

OWNER:

(Name, legal status and address)

City of Carmel Utilities
30 W Main Street Ste 220
Carmel, IN 46032

CONSTRUCTION CONTRACT

Date: 12/18/2019

Amount: \$1,551,572

Description:

Ground mounted solar arrays Location 1 Hazel Dell: 391kW, Location 2 Water Plant: 674kW

(Name and location)

BOND

Date: 12/30/2019

(Not earlier than Construction Contract Date)

Amount: \$1,551,572

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: Solential Energy Solutions, LLC *(Corporate Seal)*

Signature:

Name: DAVID BURNS
And Title: CO-OWNER

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Brier Payne Meade Insurance, Inc.
10540 Marty St, Ste 160
Overland Park, KS 66212

SURETY

Company: Employers Mutual Casualty Company *(Corporate Seal)*

Signature:

Name: Heather Barnett
And Title: Attorney-in-Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

This bond does not apply to any implied or stated efficiency performance guarantees, design guarantee and any consequential or actual damages. The warranty period covered by the bond is limited to a 1 year period from the date of acceptance. The warranty may be extended for 1 year annual intervals up to a total of 5 years at the option of the Surety, by bond rider only, and only upon receipt of acceptable underwriting information.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Solential Energy Solutions, LLC
13277 N Illinois St, Ste 110
Carmel, IN 46032

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Carmel Utilities
30 W Main Street Ste 220
Carmel, IN 46032

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: 12/18/2019

The Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$1,551,572

Description: Ground mounted solar arrays Location 1 Hazel Oell 391kW, Location 2 Water Plant 674kW

(Name and location)

BOND

Date: 12/30/2019

(Not earlier than Construction Contract Date)

Amount \$1,551,572

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

SURETY

Company: Solential Energy Solutions, LLC *(Corporate Seal)*

Company: Employers Mutual Casualty Company *(Corporate Seal)*

Signature: 

Signature: 

Name: **DAVID J. BURNER**

Name: Heather Barnett

And Title: **CO-OWNER**

And Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Brier Payne Meade Insurance, Inc.
10540 Marty St, Ste 160
Overland Park, KS 66212

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

This bond does not apply to any implied or stated efficiency performance guarantees, design guarantee and any consequential or actual damages. The warranty period covered by the bond is limited to a 1 year period from the date of acceptance. The warranty may be extended for 1 year annual intervals up to a total of 5 years at the option of the Surety, by bond rider only, and only upon receipt of acceptable underwriting information.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

HEATHER BARNETT

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond	Principal:	Obligee:
Number	Solential Energy Solutions, LLC	City of Carmel

S014741

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

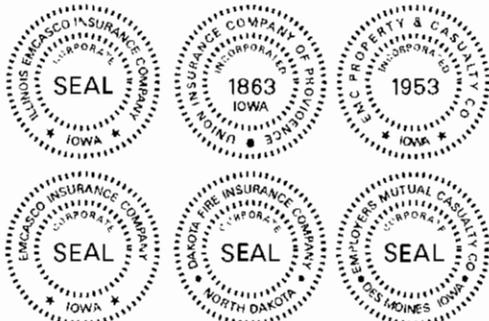
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of December, 2019.

J. D. Clough

Vice President



AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

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

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

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

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

SECTION 1 INCORPORATION OF RECITALS

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

SECTION 2 SCOPE OF SERVICES

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

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 4350900 Fund 203 and 4350900 Fund 2200 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Seventeen Thousand Five Hundred Thirteen Dollars (\$17,513.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2020, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination

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

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

7.5 Insurance

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

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

7.13 Notice

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

CITY:

City of Carmel
One Civic Square
Carmel, Indiana 46032

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

PROFESSIONAL:

Miovision Technologies Incorporated
137 Glasgow St
Suite 110
Kitchener, ON N2G 4X-8
ATTENTION: Paul O'Shea

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

7.18 Entire Agreement

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

7.19 Representation and Warranties

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

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

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

7.23 Personnel

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

7.24 Records and Inspections

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

7.25 Accomplishment of Project

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

7.26 Debarment And Suspension

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement 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 Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

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

(remainder of page intentionally left blank)

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

Miovision Technologies Incorporated

BY:

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

Authorized Signature

Printed Name: Paul O'Shea

Title: Senior Account Executive

FID/TIN: 98-0588774

Last Four of SSN if Sole Proprietor: N/A

Date: Dec 27, 2019

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Memorandum

TO: Jeremy Kashman
 FROM: Bradley Pease *BP*
 DATE: December 12, 2019
 RE: Miovision Traffic Counts

Mr. Kashman,

The following proposal outlines the costs for a yearly counting program using Miovision data collection procedures and Miovision counting services.

For reference, there are roughly 130 roundabouts and 120 road segments within the City. The below proposal would provide the following:

1. The required data collection package to perform up to 2 counts concurrently.
2. 20 Roundabout peak-hour counts (10 single lane, 10 double lane)
3. 7 four-lane AADT counts (e.g. Keystone Parkway)
4. 12 two-lane AADT counts (e.g. 116th Street)
5. 4 intersection turning movement counts (e.g. 4th St NE and Main St)

Counts at this pace would provide city-wide coverage on a 6 year cycle.

The anticipated total cost for this proposal is:

2 each, Miovision Scout Video Collection Packages	\$10,201
7 each, AADT Counts, 4 lanes, 24 hours @ \$2/lane/hour	\$ 1,344
12 each, AADT Counts, 2 lanes, 24 hours @ \$2/lane/hour	\$ 1,152
4 each, Turning Movement AM/PM peak, 4 hours @ \$21/hr	\$ 336
10 each, Roundabout (small) AM/PM peak, 4 hours @ \$36/hour	\$ 1,440
10 each, Roundabout (large) AM/PM peak, 4 hours @ \$76/hour	<u>\$ 3,040</u>
TOTAL	\$17,513

Exhibit A
 1 of 3



Quote

Miovision Technologies
 137 Glasgow Street, Suite 110
 Kitchener, ON N2G 4X8
 Tax ID #831042346

Customer: **City of Carmel (IN)**
 Payment Term: Net 30
 Shipping Term: FOB Shipping Point
 Software Start Date: 4/30/2020
 Software End Date: 4/29/2022
 Subscription Term (Months): 24

Quote Number:	Q-08986
Account Executive:	Paul O'Shea
Date:	12/12/2019
Valid Until:	2/10/2020
Currency:	U.S. Dollar

Bill To

City of Carmel (IN)
 One Civic Square
 Carmel, Indiana 46032
 United States

Ship To

City of Carmel (IN)
 One Civic Square
 Carmel, Indiana 46032
 United States

Description	Qty	Price	Total
Miovision Scout Connect Video Collection Unit	2.00	\$5,000.00	\$10,000.00
Scout Video Control Unit	2.00	Included	\$0.00
Scout Polemount	2.00	Included	\$0.00
Scout Connect (US)	2.00	Included	\$0.00
UPS - UPS Standard	1.00	\$201.00	\$201.00

Subtotal (Net) : USD 10,201.00
Tax Total : USD 0.00
Total : USD 10,201.00

DataLink Usage Rates

Description	Rate
Intersection Count (1 hour)	\$21.00
Intersection Count with Premium Class (1 hour)	\$24.00
Light Goods Vehicle - Intersection counts (1 Hour)	\$2.00
Crosswalk Data (1 hour)	\$2.00
Intersection Count 24+ Hour Study (1 hour)	\$16.67
Intersection Count 24+ Hour Study with Premium Class (1 hour)	\$18.00
Travel Time Report Generation (1-Hour)	\$15.00
Travel Time Report Generation (24-Hour)	\$12.50
Road Volume Count (1 lane-hour)	\$2.00
Road Volume Count with Premium Class (1 lane-hour)	\$3.00
Light Goods Vehicle - Road Volume Counts (1 lane-hour)	\$0.25
Small Roundabout (1 hour)	\$36.00
Small Roundabout with Premium Class (1 hour)	\$39.00
Large Roundabout (1 Hour)	\$76.00
Large Roundabout with Premium Class (1 Hour)	\$79.00
Light Goods Vehicle - Roundabout Counts (1 Hour)	\$2.00

Exhibit A
 2 of 3

Description	Rate
Pathway Volume (1 lane-hour)	\$6.00
Junction Count (1 Hour)	\$18.00
Intersection Right Turn On Red	\$2.00
Rush Turnaround - 48 Hours	\$3.00
Rush Turnaround - 24 Hours	\$7.00

The Customer hereby agrees to order the products outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions outlined at <http://miovision.com/terms-and-conditions>

Date: _____

Name: _____

Signature: _____

Select Payment Type:

Credit Card*

Purchase Order

Check (Net Term 30d)**

Bank Transfer

*Requires a Credit Card Authorization form

**Requires an approved Credit Application

Exhibit A
3 of 3

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

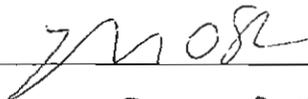
AFFIDAVIT

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 27th day of December, 2019.


Printed: Paul O'Shea

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: Paul O'Shea

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103531

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
12/13/2019			373772	Project 20-02; Contract Date 01.08.20
MIOVISION TECHNOLOGIES INC VENDOR 137 GLASGOW ST SUITE 110 KITCHENER, N2G 4X-8		City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Kate Lustig		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42704				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 203 CUM Cap Improvement Fund

Account: 43-509.00

1 Each	Traffic Counting Program	\$14,491.36	\$14,491.36
		Sub Total	\$14,491.36

Department: 2200 Fund: 2200 Motor Vehicle Highway

Account: 43-509.00

1 Each	Traffic Counting Program	\$3,021.64	\$3,021.64
		Sub Total	\$3,021.64



Send Invoice To:

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$17,513.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY

Jeremy Kashman
Director

James Crider
Administration

TITLE

CONTROL NO. **103531**

CLERK-TREASURER



AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

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

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

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

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

SECTION 1 INCORPORATION OF RECITALS

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

SECTION 2 SCOPE OF SERVICES

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

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 4340100, 4.50900 Fund 202; 4350900 Fund 211 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Three Hundred Fifty Seven Thousand Two Hundred Five Dollars (\$357,205.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2020, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination

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

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

7.5 Insurance

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

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

7.13 Notice

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

CITY:

City of Carmel
One Civic Square
Carmel, Indiana 46032

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

PROFESSIONAL:

A & F Engineering Co., LLC
8365 Keystone Crossing
Suite 201
Indianapolis, Indiana 46240
ATTENTION: William J. Fehribach, P.E.

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

7.18 Entire Agreement

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

7.19 Representation and Warranties

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

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

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

7.23 Personnel

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

7.24 Records and Inspections

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

7.25 Accomplishment of Project

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

7.26 Debarment And Suspension

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement 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 Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

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

(remainder of page intentionally left blank)

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

A & F Engineering Co., LLC

BY:

BY:

James Brainard, Presiding Officer
Date: _____



Authorized Signature

Mary Ann Burke, Member
Date: _____

Printed Name: STEVEN J. FEHRIBACH

Title: President

Lori S. Watson, Member
Date: _____

FID/TIN: 30-0970446

Last Four of SSN if Sole Proprietor: _____

Date: December 30, 2019

ATTEST:

Sue Wolfgang, Clerk
Date: _____



TRANSPORTATION ENGINEERING STUDIES • TRAFFIC IMPACT ANALYSES
STREET DESIGN • HIGHWAY DESIGN • TRAFFIC ENGINEERING
PARKING LOT DESIGN • TRANSPORTATION PLANNING STUDIES
CONSTRUCTION OBSERVATION • SITE ENGINEERING

STEVEN J. FEHRIBACH, P.E.
PRESIDENT
JOSEPH T. RENGEL, P.E.
VICE PRESIDENT
R. MATTHEW BROWN, P.E.
VICE PRESIDENT

REGISTRATION
INDIANA
ILLINOIS
KENTUCKY
MICHIGAN
OHIO
MISSOURI
TEXAS

July 12, 2019

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

Re: Proposal for Design Engineering Services
Roundabout at 96th Street and College Avenue

Dear Mr. Kashman,

Thank you for the opportunity to submit a proposal for the design of this roundabout. As with similar projects performed in Carmel in the past, this proposal assumes another consultant will perform the right of way engineering and right of way acquisition. We are also proposing a not to exceed geotechnical fee, should this service be required for retaining walls.

Our proposed fees are as follows:

Environmental	\$ 46,400.00	Lump Sum
Archaeological Report	\$ 5,225.00	Lump Sum
Topographic Survey	\$ 53,400.00	Lump Sum
Roundabout Design & Drainage	\$144,120.00	Lump Sum
Water Permits & Hydraulics	\$ 47,200.00	Lump Sum
MOT & Traffic Design	\$ 18,350.00	Lump Sum
Utility Coordination	\$ 22,595.00	Lump Sum
Geotechnical Services	\$ 14,915.00	Not to Exceed
<u>Construction Services</u>	<u>\$ 5,000.00</u>	<u>Not to Exceed</u>
 Total	 \$357,205.00	

Any services needed during the construction phase will be billed at the attached hourly rate schedule.

If you have any questions or concerns, feel free to contact me.

Sincerely,
A&F Engineering Co., LLC

Joseph T. Rengel, P.E., PTOE
Vice President

Exhibit A



*96th Street and College Avenue
Carmel, Indiana*

Re: Designation (DES) Number: Pending
96th Street & College Avenue Intersection Improvement, Carmel, Hamilton County, Indiana
Preliminary Assessment and Fee Justification

Proposed Action – The proposed project would involve improvements to the 96th Street and College Avenue intersection in Carmel, Hamilton County. It is assumed new permanent right-of-way will meet or exceed 0.5 acre.

Scope of Work – The project is scoped as a Categorical Exclusion Level 2 (CE-2). The CE-2 document will include the tasks listed below.

1. **Project Organization/Coordination** – This task includes all file management, monthly project updates, review of project budget and general project management activities for preparation of the CE.
2. **Identify Property Owners and Mail Notice of Entry for Survey or Investigation Letters** – This task includes identifying existing nearby property owners and mailing them notice of entry letters prior to any field work. Property owner information will be identified using an online county GIS website.
3. **Field Inspection** – This task includes a field inspection of the proposed area by a historian to document any above-ground structures within the Area of Potential Effects (APE). A biologist will also document other potential environmental resources, including any streams, wetlands, recreational facilities, hazardous materials, etc. This task also includes inspection of any adjacent pipes and culverts within the project area for the presence of bats. A structure assessment form will be completed for each structure.
4. **Red Flag Investigation** – This task includes preparation of a Red Flag Investigation and approval from INDOT. The approved Red Flag Investigation will be included in the CE document.
5. **Range-wide Programmatic Informal Consultation** – This task includes completion of the U.S. Fish and Wildlife Service (USFWS) Range-wide Programmatic Informal Consultation process for the Indiana bat and Northern long-eared bat by entering project information on the Information for Planning and Consultation (IPaC) website to yield an effect determination for these bat species and submittal to INDOT. This task also includes coordination with INDOT, IDNR and USFWS regarding the Rusty Patch Bumble Bee.
6. **Early Coordination** – Early coordination packages (including letters, Red Flag Investigation maps, photographs and project plans) will be developed and sent to resource agencies per INDOT's Early Coordination guidance dated December 2017.
7. **Historic Properties Short Report** – This task includes preparation of the Historic Properties Short Report (HPSR). The HPSR is necessary because there are no known resources within the project area that have previously been determined eligible for the NRHP or any other potential historic resources within the project area. This task also includes a Phase Ia archaeological survey and records check. The archaeology fee includes curation of one site and if any additional archaeological sites are



discovered during the survey a fee of \$1,750 per site may be used to cover additional reporting and curation fees required by state guidelines.

8. **800.11(e) Documentation “No Historic Properties Affected” Finding** – This task includes preparation of the 800.11(e) documentation and effect finding which summarizes the Section 106 consultation and is required by the INDOT Section 106 process. This document will be updated to include all consulting party consultation. This task also includes consultation with the State Historic Preservation Office (SHPO) and consulting parties for a “No Historic Properties Affected” finding.
9. **Waters of the U.S. Determination Report** – This task includes preparing a report documenting all water resources within the project area. This report will be necessary for Indiana Department of Environmental Management (IDEM) and U.S. Army Corps of Engineers (USACE) permitting.
10. **Meetings** – This task includes preparation for and attendance at one meeting.
11. **Categorical Exclusion Level 2 (CE-2)** – This task includes the preparation, approval, and distribution of the CE-2 and associated attachments. This project is currently scoped as CE-2 because it is assumed new permanent right-of-way will meet or exceed 0.5 acre.

Fee Justification – Using the above information, a fee justification for **\$46,400** has been developed. This fee justification does include field inspection, completion of a Red Flag Investigation, early coordination with resource agencies, Historic Properties Short Report, Section 106 consultation and 800.11(e) documentation, Archaeology Phase Ia archaeological survey and records check, Waters of the U.S. Determination Report, and completion of the CE-2 document. This fee justification does not include completion of a CE level 3 or higher, coordination with Karst Memorandum of Understanding (MOU) agencies, wetland/stream mitigation or permitting, a Section 4(f)/6(f) evaluation, attending or conducting a public hearing, Section 106 Minor Projects Programmatic Agreement (MPPA) documentation, Certificate of Approval (COA), Archaeology Phase Ib, c, or II investigations, or Phase 1 or 2 for hazardous materials.

This fee assumes permanent right-of-way requirements will meet or exceed 0.5 acre..

Schedule – It is anticipated the draft CE-2 environmental document could be completed within approximately nine (9) months of a Notice to Proceed. However, this schedule will be dependent upon the availability of design information and INDOT’s review of the environmental document. This cost is good for one year.

Sincerely,

A handwritten signature in black ink that reads "Joseph Dabkowski".

Joe Dabkowski, PWS
Director of Environmental Services
RQAW

Exhibit A
4 of 24

MANHOURLY JUSTIFICATION
Environmental Document



Project: 96th St. & College Ave. Intersection Improvement
Des. No.: Pending
Task: Environmental Document
Date: April 8, 2019

Task/Manhour Summary	SENIOR ENV. SCIENTIST	ENV. NEPA SPECIALIST II	ENV. NEPA SPECIALIST I	ENV. SCIENTIST II	ENV. SCIENTIST I	HISTORION/SEC. 106 SPECIALIST	TOTAL HOURS
Project Organization and Coordination	16	0	0	0	0	8	24
Identify Property Owners and Send Notification Letters	0	0	0	0	6	0	6
Field Inspection	0	0	0	8	8	12	28
Red Flag Investigation	4	16	0	0	0	0	20
Rangewide Programmatic Consultation	0	0	0	12	6	0	18
Early Coordination	4	12	0	0	0	12	28
Section 4(f) Temporary Occupancy	5	16	5	0	0	0	26
Historic Properties Short Report	2	0	0	0	0	30	32
800.11 Consultation (No Historic Properties Affected)	2	0	0	0	0	26	28
Waters of the US Report	2	0	0	24	6	0	32
Meetings	8	0	0	0	0	0	8
Categorical Exclusion - Level 2	6	48	20	0	0	0	74
Total Engineering Manhours	49	92	25	44	26	88	324
Average Hourly Rate	157.81	122.41	96.44	122.41	97.70	112.84	
Total Direct Labor	7732.69	11261.72	2411.00	5386.04	2540.20	9929.92	39,261.57
Direct Expenses (See below)							7,134.50
TOTAL FEE							46,396.07
							USE

DIRECT NON-SALARY COSTS

- Mileage: (0.38 / miles X 25 miles X 1 trip) \$9.50
- Meals: (\$26 X 2 persons X 0 day) \$0.00
- Hotel (\$89 / night X 0 nights X 0 persons) \$0.00
- Archaeological Survey (CRA) (Additional Site Discovery Fee \$1,750) \$6,975.00
- Report Copies / Postage / Parking Fees \$150.00
- Legal Notice \$0.00

TOTAL DIRECT NON-SALARY COSTS \$7,134.50

Exhibit A
5 of 24

PROPOSAL FOR A PHASE IA ARCHAEOLOGICAL RECONNAISSANCE SURVEY IN MARION COUNTY, INDIANA

April 8, 2019

Submitted to:

Aaron Lawson
RQAW Corporation
8770 North St., Ste. 110
Fishers, IN 47038
(317) 588-1795
alawson@rqaw.com

Project Identification

96th Street and College Avenue Intersection Improvement
Carmel, IN topographic quadrangle
Marion County, Indiana

Project Area to be Studied

At the request of RQAW, Inc., a phase Ia archaeological reconnaissance survey will be conducted for the proposed intersection project in Marion County, Indiana. It is estimated that approximately 8 acres of urban land will require an archaeological survey for the project.

Scope of Services

The records review and phase Ia archaeological reconnaissance survey will be conducted in accordance with the *Draft Guidebook for Indiana Historic Sites and Structures Inventory – Archaeological Sites* issued by the Indiana Division of Historic Preservation and Archaeology (DHPA).

Archaeological Records Review

According to the DHPA guidelines, prior to the field survey a review of the archaeological site files on the State Historic Architecture and Archaeological Database (SHAARD) will be completed for the proposed project area and a one-mile buffer. A preliminary review of SHAARD indicates that no archaeological sites or cemeteries are located within or near to the project area.

Phase Ia Investigation

The field investigation will consist of an intensive survey of the proposed surface disturbance following standard archaeological methods (i.e., pedestrian and shovel test survey). The portions of the project area that crosses terrain with good surface visibility (for example plowed/cultivated fields) will be subject to pedestrian survey. This entails a walking, visual inspection of the ground surface to identify historic and prehistoric artifacts/features. Portions of the project that are located on relatively flat terrain with poor surface visibility will have to be shovel tested. This assessment method requires the excavation of screened shovel tests measuring 35 cm in diameter at intervals of 15 m. Any archaeological sites discovered within the survey area will be recorded following current DHPA guidelines.

Exhibit _____

A

6 of 24

Deliverables

A complete written report following guidance provided in the current *Guidebook for Indiana Historic Sites and Structures Inventory—Archaeological Sites* will be prepared. The report will describe all archaeological sites located during the study and make recommendations for their treatment in relation to potential impacts. In addition, site survey forms will be prepared and submitted to the DHPA for each archaeological site recorded.

The report will be provided in PDF format and submitted electronically to the client for submission to INDOT and the DHPA. CRA will make one set of revisions to the report requested by the client or agencies.

Schedule

CRA can complete the records review, fieldwork, and report within 15 to 30 days of receiving a notice to proceed from RQAW. The specific schedule includes:

- Records review and fieldwork completed within 5 to 10 days of a notice to proceed.
- A summary of the fieldwork results reported to the client within one day after the fieldwork.
- The report of the investigation submitted within 10 to 20 days following the completion of fieldwork. Report completion times vary depending upon the results of the fieldwork.

Fee

Considering the assumptions below, an archaeological records review and phase Ia survey will be completed for a base price of **\$5,225**. If any archaeological sites are discovered during the survey, an additional charge of \$1,750 per site may be used to cover additional reporting and curation fees required by state guidelines. It is estimated that up to 1 site could be within the project area. Terms are payment in full within 30 calendar days of the receipt of Cultural Resource Analysts, Inc., invoice. Late fee of 1.5%/month on unpaid balance unless otherwise agreed upon.

Assumptions

- No more than approximately 8 acres of archaeological survey will be required.
- There will be no issues obtaining access to the project area.
- No hard-copies of the report will be produced.

Signed: _____

Andrew V. Martin, RPA
amartin@crai-ky.com
(812) 455-4694

Exhibit

A

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**FEE JUSTIFICATION EXHIBIT
SUMMARY**

LPA - OWNER:	City of Carmel
PROJECT NAME:	96th & College Roundabout
PROJECT DESCRIPTION:	Intersection Improvement
PROJECT NO:	0
DES NO:	0
DATE:	03/29/19

SURVEYING FEES	SUMMARY - SURVEYING			
		Non-Salary	Direct Salary	TOTAL
	2.0 ROUTE SURVEY	614.80	52,852.00	53,466.80
	TOTAL SURVEYING			\$53,400.00

Exhibit A
80724

**USI CONSULTANTS, INC.
FEE JUSTIFICATION EXHIBIT
LOCALLY FUNDED DESIGN**

PROJECT INFO:

INPUT

LPA - OWNER: **City of Carmel**
PROJECT NAME: **96th & College Roundabout**
PROJECT DESCRIPTION: **Intersection Improvement**
PROJECT NO:
DES NO:
TODAY'S DATE: **03/29/19**
AVERAGE YEAR OF WORK: **2019**
Mileage Rate: **0.38**
Per Diem: **30.00**
Motel Cost - Single: **95.00**
Motel Cost - Double: **95.00**
FILE NAME: **D2019-13-AF-96th and College.xlsx**

Exhibit

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FEE JUSTIFICATION EXHIBIT

DIRECT SALARY COSTS - 2.0 ROUTE SURVEY

LPA - OWNER: City of Carmel
 PROJECT NAME: 96th & College Roundabout
 PROJECT DESCRIPTION: Intersection Improvement
 PROJECT NO: 0
 OES NO: 0
 DATE: 03/29/19

ROUTE SURVEY - CATEGORIES OF WORK	Engineer III - Senior Project Mng.	Engineer II - Project Manager	Engineer I - Engineer	Designer II	Designer I	Survey Manager - Route	Assistant Survey Manager	Survey Crew Chief II	Survey Instrumentman I	Right-of-Way Project Manager II	Right-of-Way Project Manager I	CADD Technician	TOTALS
Sec. Cor., R/W, Utilities, BM's - Research Plats & Property Owners - Research (Approx. 40) Survey Notices and Interviews Utilities - Research Locate and Traverse Section Corners Set Aerial Panels & Traverse Traverse & Set Centerlines & Control Points Reference Centerline & Section Corners Bench Circuit Horizontal & Vertical Data Collection Local Testimony & High Water Levels Structure Details (Approx. 60-75) Location of Utilities Survey Data Processing & Developing TIN Property Line Analysis & Calculations Preparation of Field Book Preparation of Route Survey Plat (Title 86S) Drafting / Cadd & Pipe Networks Project Management Field Check	0 186.00 0.00	0 163.00 0.00	0 118.00 0.00	0 174.00 0.00	0 157.00 0.00	44 211.00 9,284.00	60 146.00 8,760.00	136 133.00 18,088.00	136 57.00 7,752.00	0 142.00 0.00	20 114.00 2,280.00	88 76.00 6,688.00	484 52,852.00
TOTALS													

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**FEE JUSTIFICATION EXHIBIT
DIRECT NON-SALARY COSTS - 2.0 ROUTE SURVEY**

LPA - OWNER:	City of Carmel
PROJECT NAME:	96th & College Roundabout
PROJECT DESCRIPTION:	Intersection Improvement
PROJECT NO:	0
DES NO:	0
DATE:	03/29/19

TRAVEL COSTS							
No. of Trips		40					
Miles to Site		12					
Miles at Site		0					
Total Miles		960	Miles	0.38	Mileage Rate		364.80
Per Diem		0	Days	30.00	Per Day		0.00
Motel Cost - Single		0	Days	95.00	Per Day		0.00
Motel Cost - Double		0	Days	95.00	Per Day		0.00
TRAVEL TOTAL:							364.80
PRINTING COSTS		Shts./Set	Sets	Cost/Sht.			
Prelim. Field Check Plans		0	0	1.00			0.00
Utility Coordination Plans		0	0	1.00			0.00
Stage 2 Plans		0	0	1.00			0.00
Design Hearing Plans		0	0	1.00			0.00
Final Field Check Plans		0	0	1.00			0.00
Final Check Prints		0	0	1.00			0.00
Final Tracings		0	0	1.00			0.00
Print Mylars or Sepias		0	0	7.00			0.00
R/W Mylars		0	0	7.00			0.00
Soil Boring Mylars		0	0	7.00			0.00
Tracings		0	0	7.00			0.00
Copies		0	0	0.10			0.00
PRINTING TOTAL:							0.00
MISCELLANEOUS COSTS							
Displays - Public Meetings/Hearings/Etc,							0.00
UPS/FEDEX Fees							0.00
Advertisements (Newspaper/etc.)							0.00
Equipment and Materials (Miscellaneous)							0.00
Plat Maps and Deeds from Recorders Office							150.00
Aerial Survey							0.00
Special Printing for Questionnaires or Survey Forms							0.00
Data Storage Device							0.00
Other (specify)	LCRSP Recording Fees - 2 Counties						100.00
MISCELLANEOUS TOTAL:							250.00
DIRECT NON-SALARY TOTAL - SURVEY							614.80

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A & F ENGINEERING CO., LLC.

MANHOURL JUSTIFICATION

PROJECT: 96TH STREET & COLLEGE AVENUE
 CLIENT: CITY OF CARMEL
 TASK: ROUNDABOUT DESIGN & DRAINAGE

07/12/19

WORK CLASSIFICATION	ESTIMATED TIME IN HOURS				
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician
PROJECT ADMINISTRATION					
SUPERVISION AND SCHEDULING	1.00	4.00			
CONTRACT ADMINISTRATION	4.00	4.00			
PLAN SET-UP					
COORDINATE SURVEY		1.00	2.00		
CLEAN-UP SURVEY				2.00	6.00
REFERENCES AND BENCHMARKS			1.00	2.00	4.00
CREATE SHEETS/VIEW PORTS				1.00	6.00
SITE VISITS		2.00	2.00	4.00	
PFC DESIGN - GEOMETRY					
TITLE & INDEX SHEET				1.00	2.00
PRELIMINARY LINework		2.00	12.00	10.00	15.00
PRELIMINARY HORIZONTAL		1.00	6.00	8.00	4.00
PRELIMINARY VERTICAL/GRADING		1.00	6.00	10.00	4.00
SIGHT DISTANCE CALCULATIONS & GRAPHICS		1.00	6.00	8.00	
FASTEST PATH CALCULATIONS & GRAPHICS		1.00	10.00	8.00	
VERIFY ENTRY & EXIT WIDTHS			2.00	4.00	
CHECK PATH OVERLAPS			2.00	6.00	
PRELIMINARY PLAN SHEETS		2.00	6.00	10.00	14.00
PRELIMINARY PROFILE SHEETS		1.00	4.00	8.00	8.00
PRELIMINARY TYPICALS SHEETS			2.00	8.00	6.00
PRELIMINARY CROSS SECTIONS			1.00	6.00	25.00
PRELIMINARY CONSTRUCTION LIMITS			2.00	4.00	2.00
PRELIMINARY RIGHT OF WAY		1.00	8.00	2.00	4.00
PFC DESIGN - DRAINAGE					
INLET SPACING			2.00	6.00	
SCHEMATIC DRAINAGE LAYOUT		2.00	4.00	4.00	
PRELIMINARY TRUNKLINE DESIGN		4.00	50.00	20.00	
10-YEAR STORM DESIGN		1.00	20.00	10.00	
50-YEAR STORM DESIGN		1.00	15.00	8.00	
DRAINAGE REPORT		10.00	20.00	10.00	
STRUCTURE DATA SHEET			2.00	4.00	4.00
UPDATE PLAN SHEET - DRAINAGE		1.00	4.00	6.00	20.00
UPDATE PROFILES - DRAINAGE			2.00	6.00	8.00
UPDATE CROSS SECTIONS - DRAINAGE			1.00	6.00	15.00
PFC MEETINGS					
QC/QA FOR PLANS		6.00	6.00		
SCHEDULING PFC		2.00			
PRELIMINARY FIELD CHECK		4.00	4.00		
MINUTES & FOLLOW-UP COORDINATION		1.00	2.00		
RIGHT OF WAY					
ANSWER CITY COMMENTS		1.00	2.00	6.00	4.00
UPDATE GEOMETRY		1.00	2.00	6.00	8.00
FINALIZE ALIGNMENT			2.00	4.00	
FINALIZE PROFILE			2.00	4.00	
ADA DESIGN			6.00	20.00	12.00
SPOT ELEVATION SHEETS			10.00	10.00	15.00
UPDATE DRAINAGE			8.00	6.00	10.00
UPDATE CROSS SECTIONS				2.00	10.00
FINALIZE CONSTRUCTION LIMITS			1.00	2.00	2.00
FINALIZE RIGHT OF WAY		1.00	2.00		2.00
QUALITY ASSURANCE		4.00	4.00		
FINAL CHECK PRINTS					
ANSWER PREVIOUS REVIEWS		1.00	1.00	4.00	4.00
FINALIZE TYPICALS			1.00	4.00	2.00
FINALIZE PLAN SHEETS			1.00	6.00	6.00
FINALIZE PROFILE SHEETS			4.00	6.00	8.00

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MISCELLANEOUS DETAIL SHEETS		1.00	4.00	10.00	15.00	
FINALIZE DRIANAGE			4.00	2.00	4.00	
FINALIZE SPOT ELEVATIONS			6.00	4.00	12.00	
FINALIZE CROSS SECTIONS				4.00	6.00	
UNDER-DRAIN DESIGN				8.00	4.00	
APPROACH TABLE				4.00	4.00	
PLAT SHEET		1.00	1.00	4.00		
EARTHWORK COMPUTATIONS		2.00	6.00	12.00		
QUANTITIES			8.00	15.00		
ESTIMATE			1.00	1.00		
FINALIZE SIGHT DISTANCE CALCULATIONS			1.00	3.00		
FINALIZE ROUNDABOUT CALCULATIONS			2.00	2.00		
FINALIZE LEVEL 1 CHECKS		4.00	1.00	3.00		
SPECIAL PROVISIONS		8.00	8.00	4.00		
QUALITY ASSURANCE			8.00			
FINAL SUBMITTAL		1.00	1.00	6.00	6.00	
ANSWER COMMENTS		1.00	12.00	16.00	16.00	
FINALIZE PLANS		1.00	8.00	8.00		
FINALIZE QUANTITIES		2.00	8.00			
FINALIZE SPECIFICATIONS		2.00	6.00	4.00	4.00	
FINAL PLAN REVIEW						
TOTAL HOURS		5.00	84.00	335.00	372.00	1,097.00
BILLING RATE (WEIGHTED)		219.18	194.09	171.50	112.10	89.85
TOTAL DIRECT LABOR		1095.90	16303.56	57452.50	41701.20	143,598.01
DIRECT COST						522.80
TOTAL						144,120.81
USE NOT TO EXCEED FEE						144,120.00
DIRECT COST SUMMARY						
SITE	4 TRIPS @		15.00 MILES @	0.38	PER MILE	22.80
MISCELLANEOUS, PAPER & PRINTING						500.00
						522.80

Exhibit A
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A & F ENGINEERING CO., LLC.

MANHOURL JUSTIFICATION

PROJECT: 96TH STREET & COLLEGE AVENUE
 CLIENT: CITY OF CARMEL
 TASK: WATER PERMITS & HYDRAULICS

07/12/19

WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
RULE 5 PERMITTING						
PAPERWORK FOR COUNTY SOIL AND WATER MAPS AND EXHIBITS		2.00	6.00	6.00	4.00	
EROSION CONTROL DETAILS		1.00	2.00	8.00	8.00	
BMP DESIGN			6.00	6.00	10.00	
O&M MANUAL				4.00		
ANSWER SOIL & WATER COMMENTS		2.00	4.00	2.00		
FINAL RULE 5 PAPERWORK		1.00	3.00	3.00		
FINAL EROSION CONTROL DETAILS			2.00	2.00	4.00	
401/404 PERMITTING						
PAPERWORK FOR PERMIT		4.00	10.00			
CALCULATIONS AND EXHIBITS			8.00	2.00	6.00	
PERMIT COORDINATION WITH AGENCIES		2.00	6.00			
HYDRAULIC CALCULATIONS		2.00	20.00			
ANSWER AGENCIES COMMENTS		2.00	4.00	2.00		
FINALIZE PERMIT EXHIBITS		1.00	6.00			
FINALIZE PLAN DETAILS FROM PERMIT			4.00	4.00	4.00	
CONSTRUCTION IN FLOODWAY						
GATHER ADJACENT STUDIES FROM AGENCY		4.00				
COORDINATE FLOODWAY/WETLAND LOCATIONS W/ ENVIRONMENTAL HYDRAULICS		2.00	4.00			
EXHIBIT FOR FLOODWAY		4.00	25.00			
PAPERWORK		3.00	4.00	6.00	6.00	
COORDINATE WITH AGENCIES		2.00	4.00			
ANSWER AGENCY COMMENTS		2.00	4.00	2.00		
FINALIZE PLAN DETAILS			4.00	4.00	6.00	
QUALITY ASSURANCE			10.00	10.00		
SCHEDULING AND COORDINATION	2.00	4.00				
TOTAL HOURS	2.00	48.00	144.00	53.00	48.00	295.00
BILLING RATE (WEIGHTED)	219.18	194.09	171.50	112.10	89.85	
TOTAL DIRECT LABOR	438.36	9316.32	24696.00	5941.30	4312.80	44,704.78
DIRECT COST						2,500.00
TOTAL						47,204.78
USE NOT TO EXCEED FEE						47,200.00

DIRECT COST SUMMARY

SITE	TRIPS @	MILES @	0.38	PER MILE	0.00
MISCELLANEOUS, PAPER & PRINTING					2,500.00
					2,500.00

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A & F ENGINEERING CO., LLC.

MANHOOR JUSTIFICATION

PROJECT: 96TH STREET & COLLEGE AVENUE
 CLIENT: CITY OF CARMEL
 TASK: TRAFFIC & MAINTENANCE OF TRAFFIC DESIGN

07/12/19

WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Lead Engineer	Staff Engineer	CADD Technician	
PROJECT ADMINISTRATION						
SUPERVISION AND SCHEDULING	1.00	1.00				
CONTRACT ADMINISTRATION	1.00	1.00				
PRELIMINARY DESIGN						
MOT PHASES - CLOSURE		2.00	2.00	4.00	6.00	
SIGNING DESIGN		1.00	2.00	6.00	4.00	
SIGN TABLES				1.00	2.00	
SIGN SHOP DRAWINGS				1.00	4.00	
PAVEMENT MARKING DESIGN			1.00	8.00	8.00	
LIGHTING PHOTOMETRIC DESIGN		4.00		10.00	10.00	
LIGHTING PLAN SHEET				1.00	4.00	
LIGHTING TABLE SHEET				2.00	2.00	
SERVICE POINT COORDINATION			4.00			
FINAL DESIGN						
MOT PHASES - CLOSURE		1.00	3.00	6.00	6.00	
SIGNING DESIGN				1.00	2.00	
SIGN TABLES					2.00	
SIGN SHOP DRAWINGS					1.00	
PAVEMENT MARKING DESIGN			1.00	2.00	2.00	
LIGHTING PHOTOMETRICS		2.00		2.00	2.00	
LIGHTING PLAN SHEETS				2.00	2.00	
LIGHTING TABLE SHEETS				1.00		
QUANTITIES			2.00	6.00		
SPECIFICATIONS		1.00	4.00			
QUALITY ASSURANCE		2.00	2.00			
TOTAL HOURS	2.00	15.00	21.00	53.00	57.00	148.00
BILLING RATE (WEIGHTED)	219.18	194.09	171.50	112.10	89.85	
TOTAL DIRECT LABOR	438.36	2911.35	3601.50	5941.30	5121.45	18,013.96
DIRECT COST						355.70
TOTAL						18,369.66
USE NOT TO EXCEED FEE						18,350.00

DIRECT COST SUMMARY

SITE	1 TRIPS @	15.00 MILES @	0.38	PER MILE	5.70
MISCELLANEOUS, PAPER & PRINTING					350.00
					355.70

Exhibit A
 15024

A & F ENGINEERING CO., LLC.

MANHOUR JUSTIFICATION

PROJECT: 96TH STREET & COLLEGE AVENUE
 CLIENT: CITY OF CARMEL
 TASK: UTILITY COORDINATION

07/12/19

WORK CLASSIFICATION	ESTIMATED TIME IN HOURS							
	Principal	Project Manager	Lead Engineer	Staff Engineer	Utility Coordinator	CADD Technician		
UTILITY COORDINATION MEETING		4.00			4.00			
UPDATE UTILITY LOCATIONS IN PLANS				4.00	4.00	12.00		
IDENTIFY CONFLICTS		2.00	2.00	10.00	12.00			
DISCUSS POTENTIAL CONFLICTS		1.00	2.00	6.00	10.00			
DESIGN TWEAKS FOR UTILITIES		1.00	8.00	10.00	10.00			
REVIEW & APPROVE RELOCATION PLANS		3.00	10.00	6.00	25.00			
REVIEW & APPROVE WORK PLANS		2.00			8.00			
COORDINATE RELOCATION SCHEDULES		1.00			4.00			
UTILITY FIELD MEETINGS		6.00	6.00		12.00			
TOTAL HOURS	0.00	20.00	28.00	36.00	89.00	12.00		185.00
BILLING RATE (WEIGHTED)	219.18	194.09	171.50	112.10	92.86	89.85		
TOTAL DIRECT LABOR	0.00	3881.80	4802.00	4035.60	8264.54	1078.20		22,062.14
DIRECT COST								534.20
TOTAL								22,596.34
USE NOT TO EXCEED FEE								22,595.00

DIRECT COST SUMMARY

SITE	6 TRIPS @	15.00 MILES @	0.38	PER MILE	34.20
MISCELLANEOUS, PAPER & PRINTING					500.00
					534.20

Exhibit A
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April 19, 2019

Mr. Joe Rengel, P.E.
A&F Engineering Co., LLC
jirengel@af-eng.com



7770 West New York Street
Indianapolis, IN 46214
(317) 273 1690
(317) 273 2250 (FAX)

Re: Proposal for Professional Services
Geotechnical Evaluation (& Pavement Design Alt.)
96th Street & College Avenue Intersection Improvements
Carmel, Hamilton County, Indiana
EEI Proposal No. PCJ195244

Dear Joe:

We understand the City of Carmel is planning to make improvements to the intersection of 96th Street and College Avenue with the assistance of federal funds. The improvements are anticipated to include a new roundabout, and the project limits on each leg of the intersection are not anticipated to extend more than 500 ft. We anticipate storm sewers will be modified to incorporate new catch basins and/or new storm sewers installed. In addition, grade changes are expected to be less than 5 ft and no retaining walls are anticipated to be will be necessary. At this time, no other information is known.

Based on our experience in the area, the subsurface conditions within the depth of interest are anticipated to consist of moderate to high plasticity cohesive soils near the surface with sands seams and layers more frequent with depth. For this, our scope of services will include:

- Completing up to six test borings to a depth of up to 15 ft each along with up to four pavement cores (i.e., one on each leg of the intersection);
- Completing a laboratory testing program including index and strength property testing for purposes of understanding earthwork and subgrade modulus characteristics. Our laboratory effort includes the "topsoil" testing required to satisfy INDOT's RSS for Plant Growth Layer; and
- Preparing a geotechnical report. The report will summarize our observations and test results and provide geotechnical recommendations for the proposed roadway improvements, including sewers.

For the scope above, we propose to provide our geotechnical services on a unit rate basis in accordance with the attached Cost Estimate. The total cost for the geotechnical services is estimated to be up to \$14,915 which includes the office and field efforts required to satisfy the City of Carmel permit requirements. Remaining auger cuttings will be hauled off from the site.

As noted on the Cost Estimate, we have offered you a fee for completing the pavement design if you or the city choose to follow Chapter 304 of the Indiana Design Manual. If so, our fee for preparation of the pavement design will be lump sum \$4,500.

Exhibit A
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Mr. Joe Rengel, P.E.
A&F Engineering Co., LLC
96th St. & College Ave.

April 19, 2019
Page 2

We look forward to providing our services on this project. Feel free to contact us should you have any questions. We understand A&F will prepare an agreement outlining the terms and conditions. For your planning purposes, please allocate 90 days to complete the geotechnical work.

Sincerely,

EARTH EXPLORATION, INC.

Michael S. Wigger, P.E.
Principal

Attachment: Cost Estimate

Exhibit A
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Cost Estimate - Geotechnical Evaluation
 96th Street & College Avenue Intersection Improvements
 Carmel, Hamilton County

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$283.50	\$283.50
b. CPT	ea	\$472.50	
c. Field and utility coordination	1 LS	\$420.00	\$420.00
d. Field coordination with property owners & city of Carmel permit	1 LS	\$1,500.00	\$1,500.00
e. Mileage	50 mi	\$3.68	\$183.75
2. Truck mounted borings with split spoon sampling	ft	\$19.95	
3. Truck mounted borings with drilling fluid	ft	\$19.95	
4. Truck mounted core drilling	ft	\$40.95	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$40.95	
b. Bridge deck coring and restoration	ea	\$367.50	
6. Cone penetrometer testing			
a. Set up	ea	\$84.00	
b. Subsurface profiling	ft	\$12.86	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$97.65	
ii. Penetration	ft	\$15.23	
iii. Pore water dissipation test	hr	\$199.50	
iv. Hydraulic conductivity and consolidation	ea	\$78.75	
d. Profiling with Shearwave Velocity Measurement	ft	\$16.54	
e. Sample	ea	\$25.20	
7. Hand or truck soundings	ft	\$13.13	
8. Hand auger drilling	ft	\$13.65	
9. Skid mounted borings with split spoon sampling	90 ft	\$31.50	\$2,835.00
10. Skid mounted borings using drilling fluid	ft	\$31.50	
11. Skid mounted core drilling	ft	\$45.15	
12. Skid mounted boring through bedrock or boulders	ft	\$47.25	
13. Skid mounted soundings	ft	\$18.38	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$120.75	
b. Subsurface profiling	ft	\$18.64	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$115.50	
ii. Penetration	ft	\$21.53	
iii. Pore Water Dissipation Test	hr	\$231.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$89.25	
d. Profiling with Shearwave Velocity Measurement	ft	\$26.25	
e. Sample	ea	\$33.60	
15. Furnishing of a boat		Actual Cost	

Exhibit A
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	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$6,300.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$157.50	
b. Non-navigable water barge set-up	ea	\$5,250.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,205.00	
b. Non-navigable water	ea	\$1,995.00	
18. Barge mounted borings with split spoon sampling	ft	\$34.65	
19. Barge mounted core drilling	ft	\$47.25	
20. Barge mounted boring through bedrock or boulders	ft	\$47.25	
21. Barge mounted soundings	ft	\$21.00	
22. Casing through water	ft	\$8.93	
23. Uncased sounding through water	ft	\$5.78	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	6 ea	\$73.50	\$441.00
b. Rock core borings	ea	\$126.00	
25. Additional 2-in. split spoon sampling	4 ea	\$22.05	\$88.20
26. 3-in. split spoon samples	ea	\$24.15	
27. 3-in. Shelby tube samples	2 ea	\$66.15	\$132.30
28. Bag samples			
a. 25-lb sample	ea	\$53.55	
b. 5-lb sample	4 ea	\$34.65	\$138.60
29. Field vane shear test	ea	\$120.75	
30. 4½-in. cased hole	ft	\$13.13	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$15.75	
b. Piezometer installation up to 25 ft below surface	ea	\$283.50	
c. Piezometer installation deeper than 25 ft below surface	ea	\$315.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$131.25	
32. Geotechnical engineer	8 hr	\$126.00	\$1,008.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	4 ea	\$39.90	\$159.60
b. PVC slotted pipe	ft	\$6.30	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	6 ea	\$115.50	\$693.00
ii. CPT	ea	\$48.30	
b. More than 30 ft			
i. SPT	ft	\$6.83	
ii. CPT	ea	\$2.00	
c. Pavement restoration	4 ea	\$63.00	\$252.00
36. Dozer rental		Actual Cost	

Exhibit A
20 of 24

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
37. Traffic control			
a. Flag crew	1 day	\$1,365.00	\$1,365.00
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	day	\$1,627.50	
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$9,499.95

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	5 ea	\$51.45	\$257.25
40. Hydrometer analysis	5 ea	\$60.90	\$304.50
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$80.85	
b. Analysis by Using (AASHTO T-27)	ea	\$141.75	
42. Liquid limit	5 ea	\$40.95	\$204.75
43. Plastic limit & plasticity index	5 ea	\$29.40	\$147.00
44. Liquid Limit Ratio	ea	\$78.75	
45. pH test	5 ea	\$16.28	\$81.38
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	2 ea	\$25.20	\$50.40
b. Loss on Ignition Test (Sequential)	ea	\$54.60	
c. Organic content based on Clorimeter	ea	\$25.20	
47. Topsoil Tests			
a. Phosphorus tests	1 ea	\$22.05	\$22.05
b. Potassium tests	1 ea	\$22.05	\$22.05
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	40 ea	\$7.09	\$283.50
b. Moisture Content Test (Microwave)	ea	\$8.61	
49. Expansion Index of Soils	ea	\$246.75	
50. Specific Gravity Test	5 ea	\$37.80	\$189.00
51. Unit weight determination	4 ea	\$18.38	\$73.50
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$246.75	
b. Falling Head	ea	\$299.25	
53. a. Unconfined Compression Test	4 ea	\$47.25	\$189.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$120.75	
c. Point Load Strength Index of Rock	ea	\$45.15	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$115.50	
b. Elastic Moduli of Intact Rock	ea	\$451.50	
55. Consolidation Test	ea	\$472.50	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$367.50	
b. Consolidated - Undrained (CU)	ea	\$546.00	

Exhibit A
21 of 24

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
c. Consolidated - Drained (CD)	ea	\$761.25	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$262.50	
57 Direct Shear Test	ea	\$556.50	
58 Moisture-Density Relationship Test			
a. Standard Proctor	ea	\$147.00	
b. Modified Proctor	ea	\$162.75	
59 Soil Support Testing			
a. California Bearing Ratio Test	ea	\$551.25	
b. Subgrade Resilient Modulus	ea	\$651.00	
60 Collapse Potential Evaluation Test			
a. Silty Soil (Loess)	ea	\$399.00	
b. Cohesive or Expansive Soils	ea	\$472.50	
61 Water Soluble Sulfate Test	4 ea	\$110.25	\$441.00
62 Water Soluble Chloride Test	ea	\$110.25	
63 Soil Resistivity Test	ea	\$141.75	
64 a. Slake Durability Index Test	ea	\$131.25	
b. Jar Slake Test	ea	\$13.91	

Subtotal (Geotechnical Laboratory) \$2,265.38

GEOTECHNICAL ENGINEERING

65 Geotechnical report			
a. Without soil subgrade investigation			
First mile	LS	\$1,890.00	
Each additional mile	mi	\$787.50	
b. With soil subgrade investigation			
First mile	1 LS	\$2,100.00	\$2,100.00
Each additional mile	mi	\$892.50	
c. Soil subgrade investigation (only)			
First mile	LS	\$682.50	
Each additional mile	mi	\$420.00	
d. Soil profile drawing			
First mile	LS	\$1,228.50	
Each additional mile	mi	\$567.00	
65 a. Geotechnical data report for design build projects			
First mile	LS	\$945.00	
Each additional mile	mi	\$420.00	
b. Technical memo			
First mile	LS	\$630.00	
Each additional mile	mi	\$420.00	
67 Settlement analysis and recommendations for embankment			
a. Proposed embankment	ea	\$535.50	
b. Proposed and existing embankment	ea	\$598.50	
68 Ground modification design	ea	\$1,575.00	
69 Slope stability analysis			
a. C, ϕ or C & ϕ analysis	ea	\$840.00	

Exhibit A
22 of 24

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Corrective measures	ea	\$840.00	
c. Stage construction corrective method	ea	\$1,470.00	
70 Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$525.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$918.75	
ii. Wave equation analyses	ea	\$351.75	
iii. Liquefaction analysis	ea	\$283.50	
iv. Group - 3D analysis	ea	\$451.50	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$420.00	
ii. Embankment plus pier	ea	\$462.00	
iii. Embankment plus pier plus all other loads	ea	\$535.50	
d. Foundation on bedrock	ea	\$399.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	ea	\$924.00	
ii. Deep foundation	ea	\$1,218.00	
iii. Settlement analysis for retaining wall foundation	ea	\$399.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,102.50	
ii. Retaining structure with tie-back system	ea	\$1,575.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,102.50	
ii. Retaining structure with tie-back system	ea	\$1,575.00	
d. Soil nailing wall analysis	ea	\$1,050.00	
72 Seepage analysis	ea	\$1,522.50	
73 Deep dynamic compaction analysis	ea	\$1,522.50	
	Subtotal (Geotechnical Engineering)		\$2,100.00

CONSTRUCTION INSPECTION AND MONITORING

74 Pressuremeter testing services	day	\$1,732.50	
75 Mobilization of testing equipment	LS	\$173.25	
76 a. Monitoring geotechnical instrumentation	hr	\$84.00	
b. Field Inspector	hr	\$84.00	
77 Integrity testing		Actual Cost	
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$84.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$84.00	
79 Dynamic pile analysis	ea	\$1,102.50	
80 Static load test	ea	\$1,102.50	
81 Dynamic pile load test			
82 CAPWAP-C analysis	ea	\$577.50	
83 Final construction inspection report	ea	\$1,050.00	

Subtotal (Construction Inspection and Monitoring)

Exhibit

A

23 of 24

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a.	Surface test/Pier or foundation		Actual Cost
	b. Borehole test/Pier or foundation		Actual Cost
<u>GEOPHYSICAL INVESTIGATION</u>			
85	Geophysical Investigations		Actual Cost
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86	Project Management		
	a. Project Coordination	mi	\$1,732.50
	b. Project Website	LS	\$3,675.00
87	Geotechnical Review		
	a. Structure Report	ea	\$367.50
	b. Roadway Report	mi	\$304.50
Subtotal (Non-Destructive, Geophysical and Project Management)			
<u>PAVEMENT INVESTIGATION</u>			
1.	Mobilization of coring equipment	LS	\$220.50
2.	Mobilization mileage for coring equipment	mi	\$2.00
3.	Pavement core (partial depth)	ea	\$136.50
4.	Pavement core (full depth)	4 ea	\$210.00
5.	Sub-base sample	ea	\$65.10
6.	Cement concrete pavement core density determination	ea	\$35.70
7.	Cement concrete core compressive strength test	ea	\$34.65
8.	Bituminous extraction test	ea	\$194.25
9.	Sieve analysis of extracted aggregate test	ea	\$89.25
10.	Recovery of asphalt from solution by Abson method	ea	\$378.00
11.	Theoretical maximum specific gravity test	ea	\$89.25
12.	Bulk specific gravity test	ea	\$36.75
13.	Air voids calculation	ea	\$36.75
14.	Core report for partial depth core	ea	\$52.50
15.	Core report for full depth core	4 ea	\$52.50
16.	Pavement analysis and report	ea	\$840.00
Subtotal (Pavement Investigation)			\$1,050.00

Summary of Fees

Geotechnical Field	\$9,499.95
Geotechnical Laboratory	\$2,265.38
Geotechnical Engineering	\$2,100.00
Construction Inspection and Monitoring	
Non-Destructive, Geophysical and Project Management	
Pavement Investigation	\$1,050.00
Geotechnical Total	\$14,915.33
Pavement Design	\$4,500.00
Estimated Total	\$19,415.33

Exhibit A
24 of 24

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$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

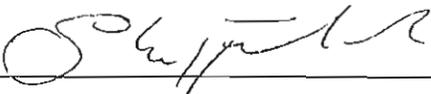
AFFIDAVIT

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 30th day of December, 2019.


Printed: STEVEN J. FEHRIBACH

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: Martha J. Pearson

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103557

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO	DESCRIPTION
12/13/2019			003050	Project 20-03;
VENDOR A & F ENGINEER CO, LLC 8365 KEYSTONE CROSSING SUITE 201 INDIANAPOLIS, IN 46240 -		City Engineering's Office 1 Civic Square Carmel, IN 46032- Kate Lustig		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42746				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 202 Local Road & Street Fund

Account: 43-401.00

1 Each	ASA 1 - 96th Street and College Avenue Roundabout - Design	\$200,000.00	\$200,000.00
		Sub Total	\$200,000.00

Account: 43-509.00

1 Each	ASA 1 - 96th Street and College Avenue Roundabout - Design	\$138,115.87	\$138,115.87
		Sub Total	\$138,115.87

Department: 2200 Fund: 211 CUM Cap Development

Account: 43-509.00

1 Each	ASA 1 - 96th Street and College Avenue Roundabout - Design	\$19,089.13	\$19,089.13
		Sub Total	\$19,089.13



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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$357,205.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY

Jeremy Kashman
Jeremy Kashman
Director

James Crider
James Crider
Administration

CONTROL NO. **103557**

CLERK-TREASURER

CITY OF CARMEL, INDIANA
SPECIAL EVENT/FACILITY USE REQUEST FORM

Please read the City of Carmel Special Event/Facility Use Public Policy thoroughly.

City of Carmel Use Only ^{Jacob 1-31 now}
Approvals via email ^{BPW 1-8}
CRED Arnold 12-19-19
CFD Sutton 12-18-19
CPD Keith OK 12-18-19
ENGR NA
(Engr only if required for street use)

CONTACT INFORMATION:

Contact Person: MARTIN DA-1 Email Address: MARTY @ MACDESIGNS
Home Phone: 317-331-0055 Cell Phone: 317 331-0055 INC. com
Address: 12116 Windsor drive
City, State, Zip: Carmel 46033

Name/Organization: Iwant2Run.com

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

Do you reside or are you located within the Carmel city limits? Yes No

Event/Use Purpose: Run Benefiting CPD

Date(s) Requested: Feb 2, 2020 Sunday

Number of people expected? 200-300

Total time needed (including set up and tear down) FROM 7 a.m./p.m. TO 11 a.m./p.m.

Event start time: 9 a.m./p.m. Event end time: 10:30 a.m./p.m.

Rehearsal Date: na FROM: na a.m./p.m. TO na a.m./p.m.

Will a fee be charged for the event? Yes No (If yes, please describe in narrative below.)

PROVIDE A BRIEF DESCRIPTION OF THE EVENT: (Attach additional pages if needed.)

for expenses connected to event.
Profit to CPD Giving Aect
Brett, Keith CPD contact

CITY FACILITY(S) REQUESTED: Midtown Garages

- Center Green
- Civic Square Fountain Area
- Civic Square Gazebo
- Japanese Garden
- Monon & Main Plaza
- Midtown Plaza (Available August 1, 2019)
- Reflecting Pool (Please note that Veteran's Plaza is not available for rent.)
- Sophia Square

SPECIAL REQUESTS:

- Electricity
- Fountain Restroom (Fountain/Gazebo)
- James Building Restrooms (Center Green)
- Other mid town garages

VENDORS: (See City of Carmel Facility Use Policy)

- Vendors present
- Food served na
- Alcohol served

CITY SERVICES NEEDED: (See City of Carmel Facility Use Policy)

- Emergency Medical Services (EMS)
- Traffic Control
- Onsite Security
- Barricades - maybe 2
- Extra Trash Receptacles
- No Parking Signs (Pick up at Carmel Police Department)
Number needed 10 (Days and dates must be noted on the signs in order for them to be valid.)

EVENT SET UP: (See City of Carmel Facility Use Policy)

- Stage; Size _____
- Tent(s); Size _____
- Bounce House na
- Other _____

Name and phone number of merchant(s) doing set up:

STREET(S) REQUESTED: (See City of Carmel Facility Use Policy) An easy to read, color map of the area is required with submission.

Neighborhood Name/Streets to be Closed (include addresses as appropriate)

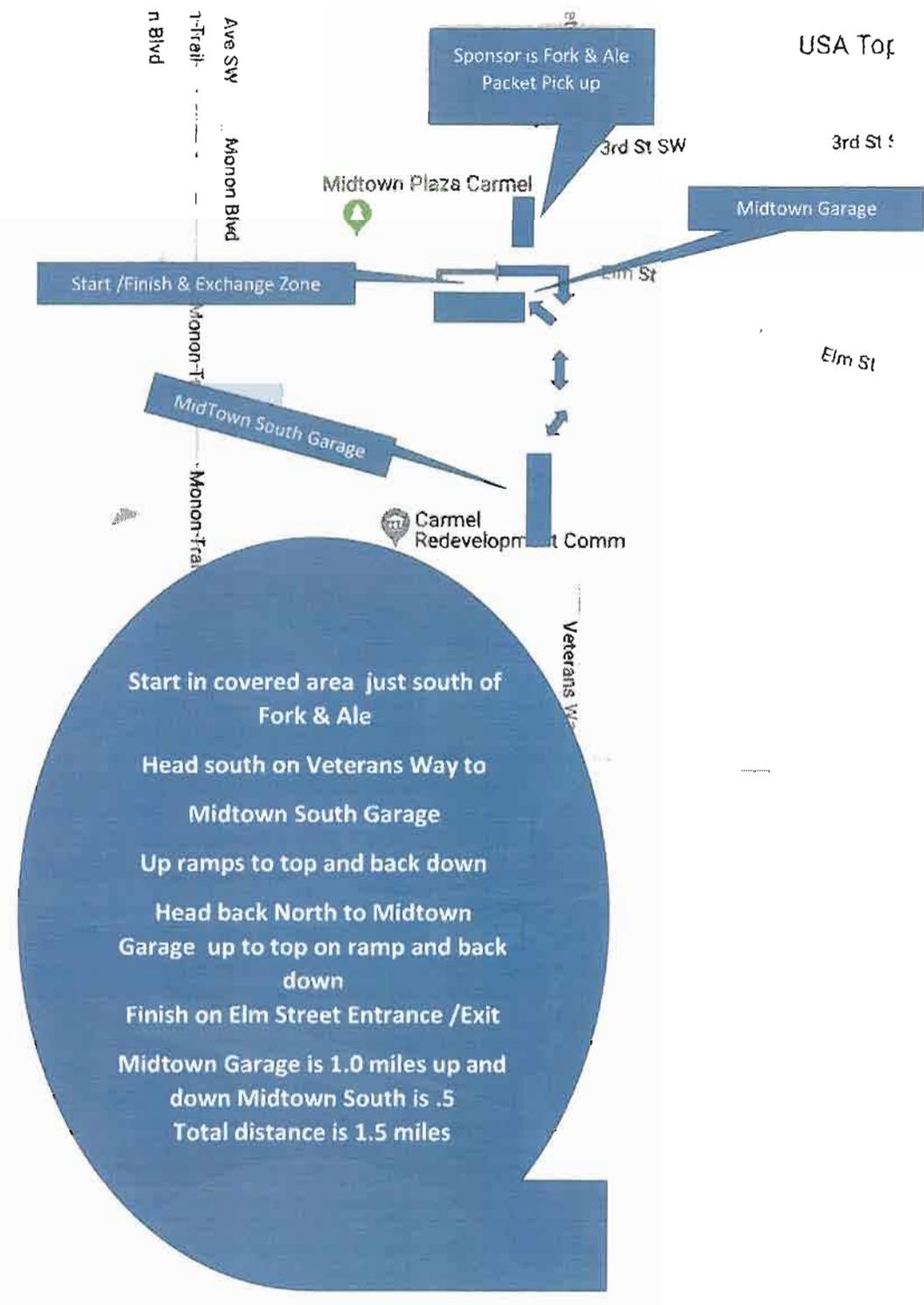
just east of monon to Veterans way
Veterans way South to dead end

Type of Closure:

- Rolling closure
- Total closure na
- Lane restrictions _____
- Other _____

SECURITY DEPOSIT AND FEE: (See City of Carmel Facility Use Policy)

A refundable Security Deposit in the amount of \$100 for any applicant located or residing within Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing outside of Carmel city limits must be received prior to application review or processing. Payment may be made online using a credit or debit card at www.govpaynow.com, PLC # A0026j, calling the GovPay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money



Start in covered area just south of Fork & Ale

Head south on Veterans Way to Midtown South Garage

Up ramps to top and back down

Head back North to Midtown Garage up to top on ramp and back down

Finish on Elm Street Entrance /Exit

Midtown Garage is 1.0 miles up and down Midtown South is .5

Total distance is 1.5 miles



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED Arnold / Purcell 12-18-19
CFD Sutton 12-18-19
CPD Keith OK 12-18-19
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Kaylee Purcell

Email: kpurcell@carmel.in.gov

Phone Number: 3178474274

Cell Number:

Address: Street Address
One Civic Square
Address Line 2
City: Carmel State / Province / Region: Indiana
Postal / Zip Code: 46032 Country: United States

Name/Organization: City of Carmel Community Relations Department

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Meet Me on Main Holiday Trolley

Event Date: 2/8/2020 End Date: 2/8/2020

Number of People Expected: 200

Set-Up Start time: 04:30:00 PM

Tear Down End Time: 09:30:00 PM

Event Start time:

05:00:00 PM

Event end time:

09:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal Start Time: Rehearsal End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below
YES NO

Description of Event: Provide a brief description of event
Similar to last year we would like to have a Holiday Trolley during the February Meet Me on Main with a stop in front of Bubs and a stop in front of Agave. Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S) CENTER GREEN CIVIC SQUARE FOUNTAIN AREA CIVIC SQUARE GAZEBO JAPANESE GARDEN MONON & MAIN PLAZA MIDTOWN PLAZA - Events must be free and open to the public. REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent. SOPHIA SQUARE Other

SPECIAL REQUESTS: Mark all that apply

- REQUESTS: ELECTRICITY FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO JAMES BUILDING RESTROOMS (CENTER GREEN) N/A Other

Tents for Trolley Stops

VENDORS: Mark all that apply SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS: VENDORS PRESENT FOOD SERVED ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook. N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED.

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

2

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

2 10X10 tents

Size of Tent (s)

Bounce House

N/A

Other

Kaylee Purcell

Name of Merchant(s) doing the setup

3178474274

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Holiday Trolley map.jpg

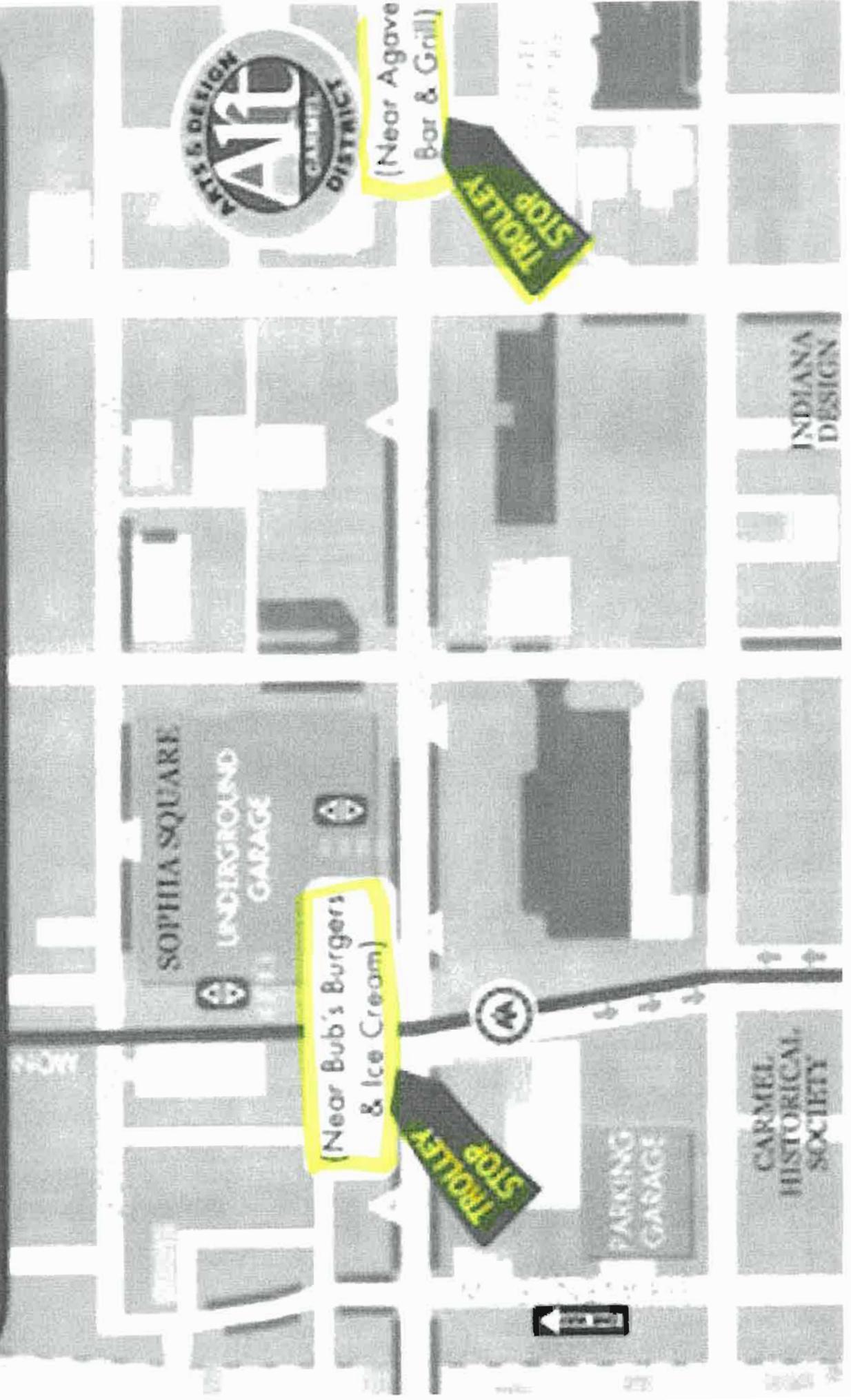
68.18KB

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below.

Holiday Trolley Map





Deposit

JACOB 1-31 noon
BPW F8

REVIEWED VIA EMAIL

CRED Arnold OK 12-20-19
CFD Sutton OK 12-20-19
CPD Keith OK 12-20-19
ENG KA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person James Bednarski

Email chairperson@carmelfest.net

Phone Number: 3179951084

Cell Number: 3179951084

Address Street Address
643 E Village Dr
Address Line 2
City Carmel
Postal / Zip Code 46032

State / Province / Region IN
Country United States

Name/Organization: CarmelFest

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Festival, parade, fireworks

Event Date

7/2/2020

End Date

7/5/2020

Carmel Fest Events July 3+4
Setup 7/2 (after City Hall closes for our area)
Tear Down 7/5

Number of People Expected: 55,000

Set-Up Start time 12:00:00 PM

Tear Down End Time 08:00:00 PM

Event Start time:

03:00:00 PM

Event end time:

11:00:00 PM

Rehearsal

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Independence day festival, parade and fireworks

Attach additional pages if needed-SEE BELOW

CF2020 Public Works Request Letter.pdf

171.72KB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

Bounce House

N/A

Other

Moonwalks & More

Name of Merchant(s) doing the setup

3179951084

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below

Further Info for type of
closure

Per parade map - no changes from previous years

**INDIANA DEPARTMENT
OF TRANSPORTATION**



ROAD PLANS
116th Street and College Avenue

PROJECT NO. 1702128 PE
1702128 R/W
1702128 CONSTR

PROJECT	DESIGNATION
1702128	1702128
CONTRACT	
R-40549	

APPROVED BY:
 CITY OF CARMEL, INDIANA
 BOARD OF PUBLIC WORKS

JAMES BRAINARD, MAYOR

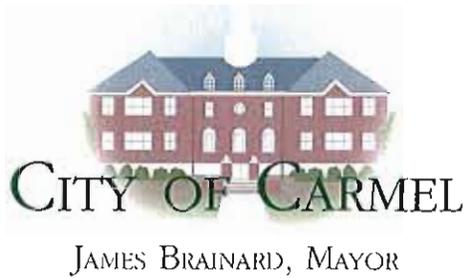
LORI WATSON, MEMBER

MARY ANN BURKE, MEMBER


 JEREMY KASHMAN, PE, CITY ENGINEER


 CHRIS OGG, PE, ERC

PLANS PREPARED BY



December 20, 2019

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

RE: LANE AND SIDEWALK CLOSURE – RANGELINE ROAD – CITY CENTER PROJECT

Dear Board Members:

Mr. Tyler Crews, President of Crews & Sturtz, Inc., is requesting approval for closure of the southbound lane of Rangeline Road between City Center and Winona Drive for the staging of a crane to lift materials and equipment to the 7th floor of the City Center building. A sidewalk closure is also required for the safety of pedestrians during the crane operations. The closure is scheduled to take place on January 15 and is expected to last 4 hours. A detour utilizing 3rd Avenue Southwest will be in place for the duration of the closure (Exhibit attached).

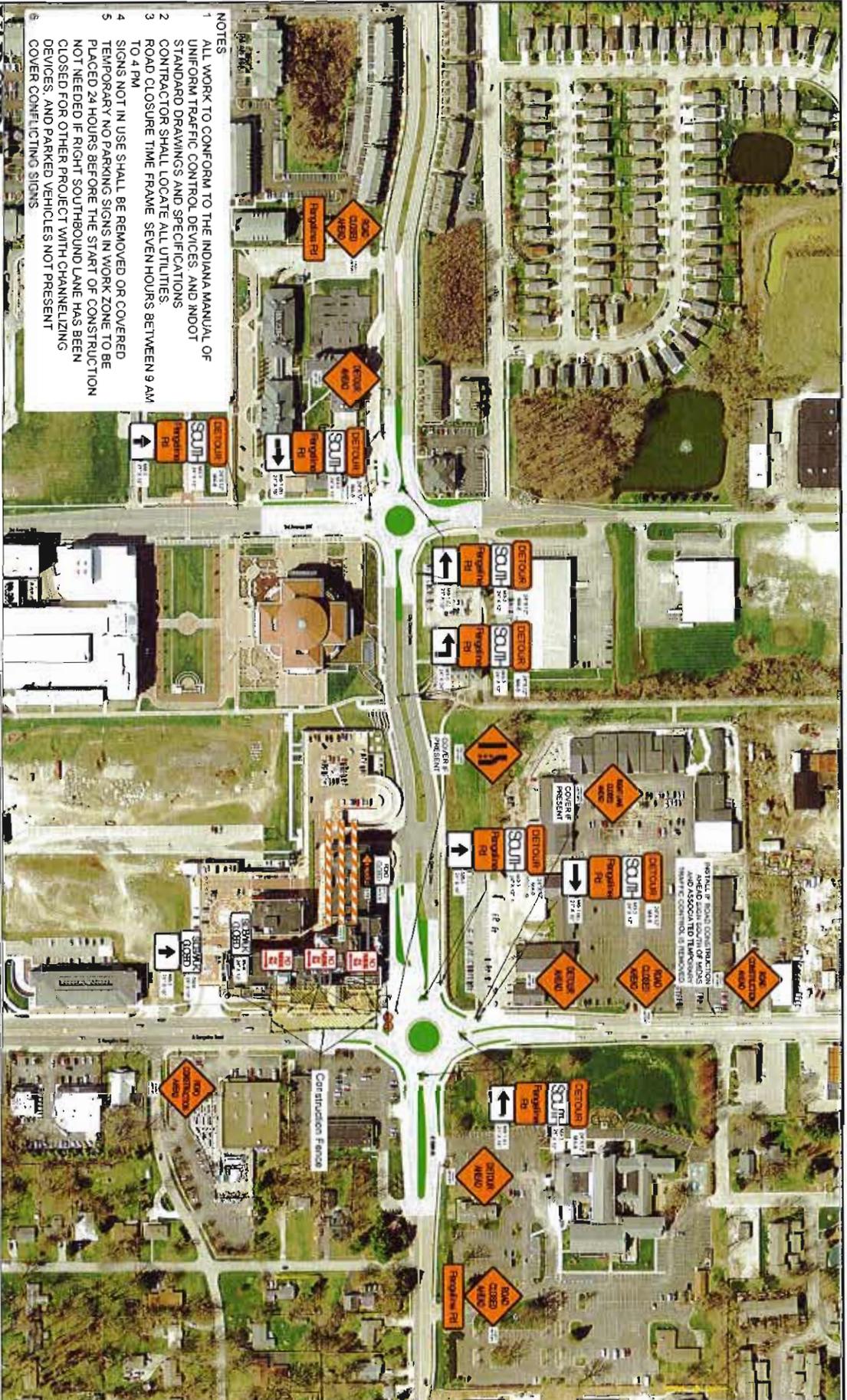
The Department of Engineering recommends that the Board approve the requested road closure and open pavement cut conditioned upon the following requirements:

- 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).
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- Any damage to the existing improvements within the right of way of Rangeline Road shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining commercial businesses shall be maintained at all time, other than within the work danger area. All adjoining businesses shall be provided notification of proposed work 48 hours prior to commencement of work activities.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the street. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times.
- The petitioner understands that approval by the Board is for southbound lane closure and sidewalk closure only. All other work associated with the project is to be approved by other departments of the city.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2019\STREET CLOSURES & CUTS\CREWS & STURTZ-ROAD & WALK CLOSURE-S RANGELINE RD.docx



- NOTES**
- 1 ALL WORK TO CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND INDOT STANDARD DRAWINGS AND SPECIFICATIONS.
 - 2 CONTRACTOR SHALL LOCATE ALL UTILITIES.
 - 3 ROAD CLOSURE TIME FRAME SEVEN HOURS BETWEEN 9 AM TO 4 PM.
 - 4 SIGNS NOT IN USE SHALL BE REMOVED OR COVERED.
 - 5 TEMPORARY NO PARKING SIGNS IN WORK ZONE TO BE PLACED 24 HOURS BEFORE THE START OF CONSTRUCTION NOT NEEDED IF RIGHT-SOUTHBOUND LANE HAS BEEN CLOSED FOR OTHER PROJECT WITH CHANNELIZING DEVICES, AND PARKED VEHICLES NOT PRESENT COVER CONFLICTING SIGNS.

YARBOROUGH ENGINEERING
 Specializing in Traffic Engineering

Legend

- Channelizing Device
- Type III Barricade
- Construction Area
- Flashing Arrow Sign
- Flagpole
- Construction Sign and Supports
- Fence

STATE OF INDIANA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF TRANSPORTATION PLANNING AND DESIGN

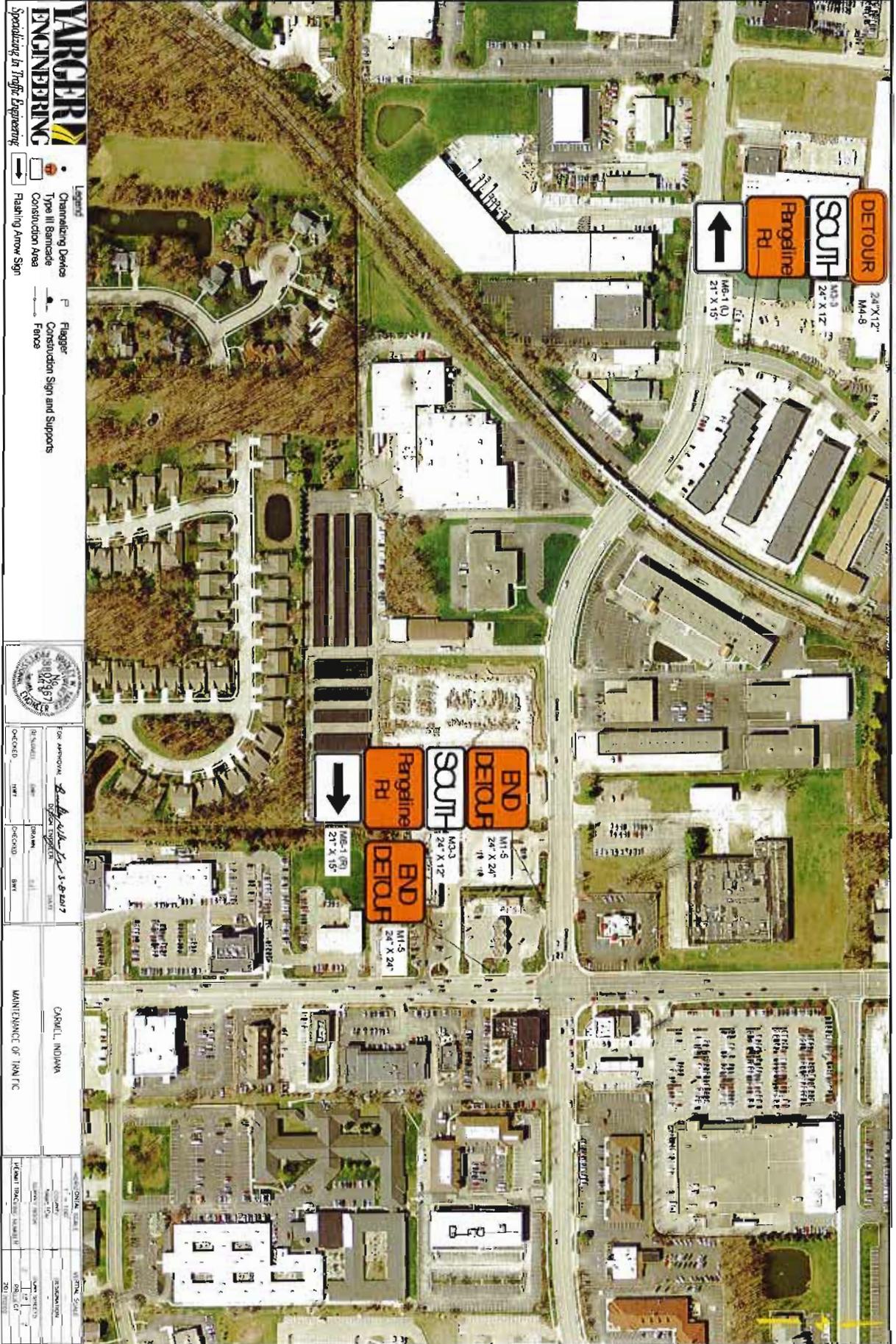
PROJECT NO. 14-00000000
 CONTRACT NO. 14-00000000
 DRAWING NO. 14-00000000

DATE: 10/15/14

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]

CARMEL, INDIANA
 MAINTENANCE OF TRAIL IC

NO.	DATE	BY	REVISION
1	10/15/14	[Signature]	ISSUED FOR CONSTRUCTION



YARCHER ENGINEERING
 Specializing in Traffic Engineering

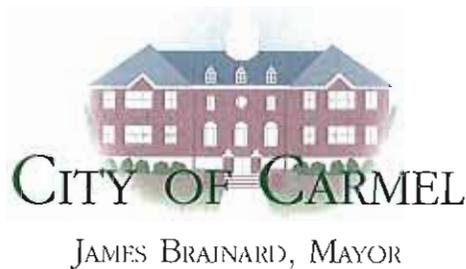
- Legend**
- Channeling Device
 - Type III Barricade
 - Construction Area
 - Flashing Arrow Sign
 - Flagger
 - Construction Sign and Supports
 - Fence



FOR APPROVAL: *Robert A. Yarcher* 5-8-2017
 RE: PROJECT: *MAINTENANCE OF TRAFFIC*
 DRAWING NO: *17-001*
 DATE: *5/8/17*
 CHECKED: *WET* BY: *WET*
 DESIGNED: *WET* BY: *WET*

CARROLL, INDIANA
 MAINTENANCE OF TRAFFIC

REVISION	DATE	BY	DESCRIPTION



December 20, 2019

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

RE: BEAR CREEK SOUTH – STORMWATER TECHNICAL STANDARDS VARIANCES

Dear Board Members:

Mr. Brandon Burke, Senior Project Manager for HWC Engineering is request variances from the Stormwater Technical Standards Manual in association with the proposed Bear Creek South subdivision located south of 146th Street on Little Eagle Creek Avenue.

The following variances are requested:

SECTION 501.01 STORMWATER STANDARDS – “.....there shall be no less than 2.5 feet of cover along any part of the pipe from final pavement elevation or final ground surface elevation to the top of the pipe.”

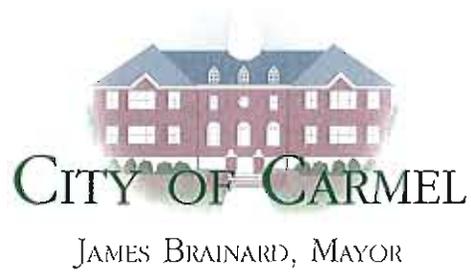
The petitioner has indicated that there are multiple locations within proposed rear yard swales that will not meet the cover requirement due to the overall outfall elevation restrictions and/or crossing conflicts with shallow gravity sanitary sewer. (Structure numbers as noted on petitioner’s request)

The petitioner also indicates that there are locations related to the Lake #1 outfall where the pipe will not meet the requirements due to the outfall elevation restrictions. The material in these locations will be changed to Class V RCP. (Structure numbers as noted on petitioner’s request)

SECTION 501.03 STORMWATER STANDARDS – “.....a minimum drop of 0.1 foot through manholes and inlet structures should be provided.”

The petitioner has indicated that structure 611 does not provide a 0.1 foot drop in order to provide positive flow to and from the water quality unit proposed for the site. The petitioner also states that doing so will allow for a substantial amount of the projects storm networks to be routed through the mechanical unit.

The petitioner also indicated that the structures associated with the Lake #1 outfall will not meet this requirement due to the outfall elevation restrictions. (Structure numbers as noted on petitioner’s request)



The Department of Engineering, in review of the proposed conditions and designed standards, has determined that the variances requested are considered valid given the existing site constraints involved with the project.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over a light blue horizontal line.

Jeremy Kashman, P.E.
City Engineer



December 11, 2019

Alex Jordan
Department of Engineering
One Civic Square, 1st Floor
Carmel, IN 46032

RE: Bear Creek South – Updated Drainage Waiver Request
Docket Number: 17040018 SP Amend

Mr. Jordan:

A previous waiver request was submitted July 7, 2017. Since then, the project has been updated for an adjusted storm outfall configuration which required raising Lake#1 normal pool. I'm following up with a waiver request to the City of Carmel Stormwater Technical Standards Manual as listed below:

Waiver Request to the City of Carmel Stormwater Technical Standard Section 501.01 which requires there should be no less than 2.5 feet of cover along any part of the pipe from final pavement elevation or final ground surface elevation to the top of the pipe. This variance request is to cover proposed Structures 663, 658, 659, 662, 628, 629, 630, 635, 622, 621, 620, 612, 611, 676 and 675 all of which fall outside of the pavement.

663: Roughly 1.58 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

658: Roughly 1.75 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

659: Roughly 1.72 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

662: Roughly 2.06 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

628: Roughly 1.66 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

629: Roughly 1.56 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

630: Roughly 1.83 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

635: Roughly 2.06 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

622: Roughly 1.58 ft of cover located in a rear yard swale/pond outlet control structure. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

621: Roughly 1.93 ft of cover located in a rear yard swale. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

620: Roughly 1.71 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

612: Roughly 2.10 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

611: Roughly 2.3 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

677: Roughly 2.33 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

676: Roughly 2.34 ft of cover located in a rear yard swale. Cover increases along pipe in both directions. Not anticipated to be exposed to vehicle loading. Shallower design driven by overall outfall elevation restriction and/or crossing conflict with shallow gravity sanitary sewer.

Lake #1 Outfall: Str#604,603,602,601: Varies, not less than 1 ft. Pipe material changed to Class V RCP. Outfall elevation restrictions.

Waiver Request to the City of Carmel Stormwater Technical Standard Section 501.03 which requires a minimum drop of 0.1 foot through manholes and inlet structures. This variance request is to cover proposed Structures 611 and offsite Lake Outfall.

611: Str. #611 also does not provide a 0.1 ft drop in order to create a 0.2 foot drop at diversion manhole #610. This drop at #610 provides positive flow to/from the Aqua-Swirl structure #WQ1. Due to elevation challenges and desire to combine a substantial amount of the projects storm network to be routed through a mechanical unit this was needed.

Lake #1 Outfall: Str#604,603,602,601: Outfall elevation restrictions.

657 & 658: Outfall elevation restrictions. Upstream structure reduced cover, inclusion of the 0.1' drops would further reduce cover upstream.

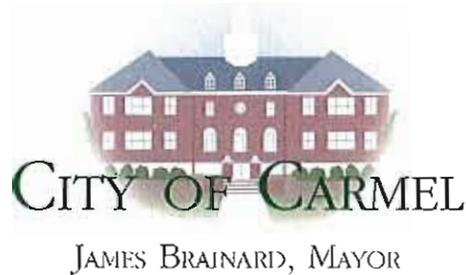
621: 0.1' drop removed to contend with outfall elevation restrictions and raising of Lake#1 normal pool.

In the interim, if you should have any questions, or are in need of additional information, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Brandon T. Burke". The signature is written in a cursive style with a large, stylized "B" at the beginning.

Brandon T. Burke, P.E.
Senior Project Manager



December 20, 2019

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

RE: FRANCISCAN ORTHOPEDIC CENTER OF EXCELLENCE – STORMWATER TECHNICAL STANDARDS VARIANCE

Dear Board Members:

Ms. Jennifer Lasch with Cripe is request a variance from the Stormwater Technical Standards Manual in association with the proposed Franciscan Orthopedic Center of Excellence located at the southeast corner of 111th and Illinois.

The following variance is requested:

SECTION 303.07 STORMWATER STANDARDS – The Lowest Adjacent Grade for all residential, commercial, or industrial buildings shall be set a minimum of 2 feet above the highest noted overflow path/ponding elevation across the property frontage.”

The petitioner indicates that recessed loading dock does not allow 1’ freeboard during a 100 year clogged event. If the inlet in the dock area were to be clogged, the dock would fill with water, eventually overtopping the dock and flood to the south prior to reaching the finished floor elevation.

The Department of Engineering, in review of the proposed conditions and designed standards, has determined that the variances requested are considered valid given the existing site constraints involved with the project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STORMWATER VARIANCES & EASEMENTS\FRANCISCAN ORTHOPEDIC CENTER-SW VARIANCE.docx



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3939 Priority Way South Drive, Suite 200
Indianapolis, Indiana 46240
www.cripe.biz

Telephone 317.844.6777

Facsimile 317.706.6451

December 11, 2019

Mr. Dave Barnes
City of Carmel
1 Civic Square
Carmel, IN 46032

RE: Docket # 19060019 DP ADLS Franciscan Orthopedic Center of Excellence

Dear Mr. Barnes:

We appreciate the most recent comments from Alex Jordan, City of Carmel Engineering of December 4, 2019 via Project Dox for the Franciscan Orthopedic Center of Excellence project. On behalf of Meridian Development Services, LLC., Cripe is requesting the following variance:

Stormwater Management Compliance:

1. Section 303.07, Chapter 300 of the City of Carmel Stormwater Technical Standards Manual indicates the lowest adjacent grade for all residential, commercial, or industrial buildings shall be set a minimum of 2 feet above the highest noted overflow path/ponding elevation.

Response: We request a variance for the FFE, MFPG, and MLAG. The flooding in the loading dock during the 100-year clogged event does not provide 1' of freeboard.

Pipes within the system have sufficient capacity to convey the runoff from the dock area and the site. Due to the dock being recessed 4' the site cannot meet the 1' of freeboard in the clogged event in this vicinity. In the event of the inlet in this area being 100% clogged, the dock will fill with stormwater and eventually overtop and flood route to the south prior to reaching the FFE. There resulting freeboard is 0.68'.

There are no negative impacts to adjacent parcels upstream or downstream due to this variance request.

The conditions of this variance request is reflected in the plans which have been submitted to your office. We would like to be placed on the agenda for the Board of Public Works meeting held on December 18, 2019.

If you have any questions or need additional information, please do not hesitate to contact me at 317-706-6346.

Sincerely,

Cripe | Civil Engineering
Jennifer Lasch, PE, LEED BD+C
Director