# Board of Public Works and Safety Meeting
# Agenda
# Wednesday, February 5, 2020 – 10:00 a.m.
# Council Chambers City Hall One Civic Square

## MEETING CALLED TO ORDER

1. **MINUTES**

   a. **Minutes from the January 22, 2020, Regular Meeting**

2. **PERFORMANCE RELEASE APPROVAL REQUESTS**

   a. **Resolution BPW-02-05-20-01; Tom Wood Jaguar; Erosion Control;** Lauth Group

3. **CONTRACTS**

   a. **Request for Purchase of Goods and Services; Republic Roofing, Inc; ($98,041.68); Roof Replacement at Water Plant #5;** John Duffy, Director of the Department of Utilities
   b. **Request for Purchase of Goods and Services; KJI Institute for the Arts, Inc; ($2,500.00); Professional Services for MLK Program;** Nancy Heck, Director of the Department of Community Relations
   c. **Request for Purchase of Goods and Services; Meg & Associates, LLC; ($94,250.00); Event Planning & Media Services;** Nancy Heck, Director of the Department of Community Relations
   d. **Request for Purchase of Goods and Services; CrossRoad Engineers; ($45,000.00); 2020 On-Call Engineering and Inspection Services; Additional Services #8;** Jeremy Kashman, City Engineer
   e. **Request for Purchase of Goods and Services; Clark Dietz, Inc; ($10,000.00); 126th Street Multi-Use Path from keystone Parkway to Hazel Dell Parkways – Inspection; Additional Services #2;** Jeremy Kashman, City Engineer
   f. **Request for Purchase of Goods and Services; Engledow, Inc; ($90,832.00); Flower Maintenance;** Dave Huffman, Street Commissioner
   g. **Request for Purchase of Goods and Services; Zagster, Inc; ($107,895.61); Service Fees for Bikes;** Mike Hollibaugh, Director of the Department of Community Services
   h. **Request for Purchase of Goods and Services; Rollfast, Inc; ($44,000.00); Cycling Event Services;** Nancy Heck, Director of the Department of Community Relations
   i. **Request for Purchase of Goods and Services; VS Engineering, Inc; ($3,100.00); 1st Street NW Reconstruction – Supplemental Design; Additional Services #5a;** Jeremy Kashman, City Engineer
   j. **Request for Purchase of Goods and Services; MacAllister Machinery Co. Inc; ($135,100.00); 2020 Tractor;** Dave Huffman, Street Commissioner
   k. **Request for Purchase of Goods and Services; Rieth-Riley; (-$404,170.92); 96th and Keystone Parkway – Project #16-ENG-05; CO #11;** Jeremy Kashman, City Engineer

## 4. REQUEST TO USE CITY STREETS/PROPERTY

a. **Request to Use Center Green; Carmel Winter Games; February 27 -29, 2020; 9:00 a.m. – 5:00 p.m.;** Nancy Heck/Meg Osborne, City of Carmel
b. **Request to Acknowledge Approval to Use Council Chambers; Purdue University Dance Marathon Meeting; January 31, 2020; 5:30 p.m. – 8:45 p.m.;** William Winn, Purdue University Dance Marathon
c. **Request to Use Midtown Plaza; Carmel Marathon; April 4, 2020; 7:00 a.m. – 2:00 p.m.;** Todd Oliver, Carmel Road Racing Group
d. **Request to Use Civic Square Gazebo; Student Spring Recital; May 17, 2020; 11:00 a.m. – 5:00 p.m.;** Katherine Peters
e. **Request to Use Center Green; Music for All National Festival; March 13, 2020; 6:00 a.m. – Midnight.;** Conlon Griesmer, Music for All
f. **Request to Use Caucus Room; Medicare Educational Workshop; April 16, 29, May 28, and June 9, 2020; 5:30 p.m. – 7:30 p.m.;** Elliot Sharples-Gordon, Indiana Medicare 101

## 5. OTHER

a. **Uniform Conflict of Interest Disclosure Statement;** Nancy Heck
b. **Uniform Conflict of Interest Disclosure Statement;** Scott K Osborne
c. **Uniform Conflict of Interest Disclosure Statement;** Gregory A Webb
d. **Uniform Conflict of Interest Disclosure Statement;** Kurt Weddington
e. **Request for Waiver of BPW Resolution No. 04-28-17-01; Utility Pole Replacement; Duke Energy – 141st & Shelborne Road;** William Ferrell, Duke Energy
f. **Request for Lane Restriction/Path Closure/Open Pavement Cut; Jackson's Grant Section 6;** Libby Walker, Duke Energy
g. **Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restrictions; Utility Pole Replacement and Installation of Zayo Small Cell Equipment; Various Locations;** Aaron Bruner, IPL
h. **Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restrictions; Utility Pole Replacement; 106th and Estancia Way;** Nick Allen, IPL
i. **Request for Lane Restrictions/Road Closure/Open Pavement Cut; 850 Pawnee Drive;** Zach Spitz, Elevation Excavation
j. **Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restrictions; Utility Pole Replacement; 310 1st Ave NE;** Ryan Lonberger, Duke Energy
k. **Request for Lane Restriction; 490 West Smokey Row;** Ryan Lonberger, Duke Energy
l. **Request for Lane Closures/Open Pavement Cut; 10 West Carmel Drive;** Kevin Noe, Vectren

## 6. ADJOURNMENT

# Board of Public Works and Safety Meeting
# Minutes
# Wednesday, January 22, 2020 – 10:00 a.m.
# Council Chambers City Hall One Civic Square

## MEETING CALLED TO ORDER

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

### MEMBERS PRESENT

*Board Members Mary Ann Burke and Lori Watson, City Clerk Sue Wolfgang and Deputy Clerk Jacob Quinn were present.*

*Mayor James Brainard was not present*

## MINUTES

*Minutes from the January 8, 2020, Regular Meeting were approved 2-0*

### BID/QUOTE OPENINGS AND AWARDS

*Bid Award for 2020 Loaders & Attachments; Dave Huffman, Street Commissioner, recommended awarding the bid to Bobcat of Indiana as they were the lowest and most responsive bidder. Board Member Burke moved to award the bid to Bobcat of Indiana in the amount of $506,702.98Board Member Watson seconded. Request approved 2-0.*

*Bid Award for 2020 Pickup Trucks; Dave Huffman, Street Commissioner, recommended awarding the bid to Pearson Ford as they were the lowest and most responsive bidder. Board Member Burke moved to award the bid to Pearson Ford in the amount of $816,898.50. Board Member Watson seconded. Request approved 2-0.*

*Bid Award for 2020 Tractor; Dave Huffman, Street Commissioner, Dave Huffman, Street Commissioner, recommended awarding the bid to McAllister Machinery as they were the lowest and most responsive bidder. Board Member Burke moved to award the bid to McAllister Machinery in the amount of $135,100. Board Member Watson seconded. Request approved 2-0.*

## CONTRACTS

*Resolution BPW 01-22-20-01; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Bigger Picture Film Group; ($5,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-02; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Booth Tarkington Civic Theatre; ($210,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-03; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Carmel Arts Council; ($3,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-04; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Clay Historical Society; ($4,250.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-05; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Community Players, Inc; ($15,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-06; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Fountain Square Committee; ($12,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-07; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel High School Orchestra Parent Club; ($3,500.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-08; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Klavier; ($26,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-09; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Repertory Theatre, Inc; ($5,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-10; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Carmel Apprentice Theatre, LLC (The Cat, Ltd.); ($90,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-11; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Central Indiana Dance Ensemble; ($15,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-12; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Christian Youth Theatre of Indianapolis (CYT); ($2,500.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-13; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Gregory Hancock Dance Theatre; ($80,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-14; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Artisan, Inc; ($40,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-15; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Association of Chinese-Americans; ($3,500.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-16; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Ballet Conservatory; ($25,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-17; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Music Education Association Foundation; ($7,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-18; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indiana Wind Symphony; ($42,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-19; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Indianapolis Children's Choir; ($6,500.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-20; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indianapolis Opera; ($8,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-21; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Indianapolis Symphonic Choir; ($17,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-22; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; International Talent Academy; ($10,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-23; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Janus Developmental Services, Inc; ($10,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-24; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; M3 Theatre Camp; ($2,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-25; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Museum of Miniature Houses & Other Collections; ($5,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-26; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; PrimeLife Enrichment; ($10,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Resolution BPW 01-22-20-27; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Carmel Symphony Orchestra; ($275,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; Schutt-Lookabill; ($3,290.97);136th St. Multi-Use Path and Pedestrian Bridge Project - Project #18- ENG - 08; CO #4; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; Schutt-Lookabill; ($290.95);136th St. Multi-Use Path and Pedestrian Bridge Project - Project #18- ENG - 08; CO #5; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Purchase of Goods and Services; Schutt-Lookabill; ($1,858.46);136th St. Multi-Use Path and Pedestrian Bridge Project - Project #18- ENG - 08; CO #6; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

**REQUEST TO USE CITY STREETS/PROPERTY**

*Request to Use/Close City Streets; Carmel Sprint Triathlon to Benefit the Carmel Swim Club; April 26, 2020; 6:00 a.m. – 12:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use/Close City Streets; Sam Costa Half Marathon and Quarter Marathon; March 21, 2020; 7:00 a.m. – 12:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use/Close City Streets; Indy 500 Pre-Race Street Party; May 23, 2020; 6:00 p.m. – 12:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use Gazebo; Wedding; February 22, 2020; 4:00 p.m. – 8:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use a Portion of Veteran's Way; 3rd Annual Shamrock the District Tent Party; March 13-16, 2020; 11:00 a.m. – 12:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request to Use Gazebo; Wedding; October 10, 2020; 1:00 p.m. – 5:00 p.m.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

**OTHER**

*Request for Performance Bond Amount Reduction; Grand and Main Sidewalk/Path; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Lane Closure; 1300 W. 106th Street; 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 fiber Optic Cables; Along Towne Road South of 116th Street; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Lane Closure; 12025 Clay Center Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Secondary Plat; The Grove at the Legacy, Section 3A; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Perpetual Storm Water Quality Management Easement; 12095 Hoover Road, Boyd/Irsay Residence; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

*Request for Stormwater Variance; Badger Field; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

## ADD-ON

*Request to Add-on Verizon Wireless; Reciporcal Contract of Sale; Board Member Burke moved to add-on. Board Member Watson seconded. Request approved 2-0. Board Member Burke moved to approve the contract. Board Member Watson seconded. Request approved 2-0.*

*Board member Burke adjourned the meeting at 10:05 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: January 27, 2020

Resolution No: **BPW-02-05-20-01**

From: CITY ENGINEER

Principal: Lauth Group, Inc.

Surety: The Ohio Casualty Insurance Group

Board Members:

I have conducted final inspection at Tom Wood Jaguar for the following improvements:

| ITEM | SURETY NUMBER | AMOUNT |
|---|---|---|
| **Erosion Control** | 82C016668 | **$45,500.00** |

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:**

| ITEM | AMOUNT |
|---|---|
| **Erosion Control** | **$4,550.00** |

**APPROVED:**

Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this **5th day** of **February, 2020,** that the listed Performance Guarantee for the Tom Wood Jaguar 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**

Republic Roofing, Inc.
Utilities Department - 2020
Appropriation #02-2308-00 Fund; P.O. #W10066
Contract Not To Exceed $98,041.68

APPROVED JAO

# AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Republic Roofing, 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 02-2308-00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:
   3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Ninety Eight Thousand Forty One Dollars and Sixty Eight Cents ($98,041.68) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | | | |
|---|---|---|---|
| If to City: | City of Carmel<br>Utilities Department<br>30 W Main Street<br>2nd Floor<br>Carmel, Indiana 46032 | **AND** | Douglas C. Haney,<br>Corporation Counsel<br>Department of Law<br>One Civic Square<br>Carmel, Indiana 46032 |
| If to Vendor: | Republic Roofing, Inc.<br>11650 Olio Road<br>Suite 1000-108<br>Fishers, Indiana 46037 | | |

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, 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.

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

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:

Republic Roofing, Inc.

By: Timothy J Enkow V.P.
Authorized Signature

Timothy J Enkow
Printed Name

Vice President
Title

FID/TIN: 81-2616110

Last Four of SSN if Sole Proprietor:

Date: 1/14/20

po

Republic Roofing
11650 Olio Road
Suite 1000-108
Fishers, IN 46037
317-747-0072 Office
317-723-1440 Fax
www.republicindy.com

Republic Retail Roofing Agreement

Date: 11/25/2019

## CONTACT INFORMATION

| | |
|---|---|
| Homeowner Name | City of Carmel, Carmel Clay |
| Street | 4425 E 126th St |
| City | Carmel |
| State | IN |
| Zip | 46032 |
| Home Phone | |
| Cell Phone Him | 317-571-4142 |
| Email Him | Krhodes@carmel.in.gov |
| Republic Roofing Representative | Rick Moore |
| Representative Direct Phone Number | 317-879-6978 |
| Representative Email | rick@republicindy.com |

## ROOF SPECIFICATIONS

| | |
|---|---|
| Existing Shingles | Remove existing Shingles |
| Number of Layers | 1 |
| Number of Stories | 1 |
| Pitch | 4/12 |
| New Shingle Type | Owens Corning Oakridge - Architectural |
| New Shingle Color | Estate grey |
| Underlayment | Synthetic Underlayment |
| Valley Protection | Ice & Water with Granular Face |
| Perimeter Protection | Starter Strip |
| Roof Decking | 3-Sheets included 7/16" OSB $ 35.00 per 4x8 Sheet above 3 |
| Drip Edge | Quality Edge .019" x 1-1/2" x 10' TruEdge Aluminum Pre-Notched T-Style Perimeter Edge Flashing |
| Drip Edge Color | White |
| Gutter Lead Guards | |

## SERVICES INCLUDED

| | |
|---|---|
| Remove Existing Roof | ☑ |
| Install New Roof | ☑ |
| Ice & Water in all Valleys and along walls, chimneys, and around skylights. | ☑ |

Submitted by Dan Johnson at 11/25/2019 13:13 EST
Captured at 11/25/2019 13:12 EST
Submission ID: 2A3E739D-A8AF-4007-843A-D50224549DDB

Exhibit A
1 of 11

Republic Roofing
11650 Olio Road
Suite 1000-108
Fishers, IN 46037
317-747-0072 Office
317-723-1440 Fax
www.republicindy.com

Republic Retail Roofing Agreement

Date: 11/25/2019

| | |
|---|---|
| Remove Trash and Debris from Yard | ☑ |
| Protect Landscaping Where Applicable | ☑ |
| Furnish Permits and Necessary Documentation | ☑ |
| Roll Yard with Magnetic Roller | ☑ |
| Quality Control Inspection Upon Completion | ☑ |
| Cleanout Gutters | ☑ |

## OPTIONS-NOTES-ADDENDUM

Option #1:
Ice and water shield around existing skylight

## FINANCIAL

| | |
|---|---|
| Contract Price | $1,400.00 |
| Deposit | |
| Balance Upon Completion | $1,400.00 |

## WARRANTY

| | |
|---|---|
| Republic Roofing Roof Warranty | 5 year no leak installation labor Warranty. Materials warranted by Manufacture Warranty. |
| Manufactures Warranty | Limited Lifetime Warranty |

All warranties are limited to new shingles and labor only and is not appicable to damages due to storm activity or other Acts of God.

Republic Roofing shall not be responsible for any damage below the roof due to leaks by excessive wind (60 mph +), ice damming, hail, pre-existing or future damage caused by storms or lack of maintenance during the warranty period.

## TERMS AND CONDITIONS

1. All material is guaranteed to be as specified.
2. All work to be completed in a workman like manner according to manufactures specifications and accepted building practices.
3. Any alteration or deviation from the above specifications or contract price will only be done upon an approved Change Order. No verbal agreements will be honored.
4. Republic Roofing will not be responsible for any pre-existing structural problems with property.

Submitted by Dan Johnson at 11/25/2019 13:13 EST
Captured at 11/25/2019 13:12 EST
Submission ID: 2A3E739D-A8AF-4007-843A-D50224549DDB

Exhibit A

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5. Final payment may not be withheld awaiting final inspection from government inspector. Republic Roofing agrees to meet or exceed any government code requirements.

6. Excess Material. Republic Roofing shall own all excess material.

7. The law of the State of Indiana shall govern the construction and interpretation of this Agreement. The Property Owner(s) hereby consent to the personal jurisdiction of a court in Hamilton County, Indiana, for purpose of enforcement or construction of this Agreement, and any and all disputes hereunder shall be litigated therein.

8. Republic Indy, LLC DBA Republic Roofing and Property Owner(s) acknowledge and agree that this Agreement shall not become binding upon either party until is is approved, accepted and signed by an authorized officer of Republic Roofing or Work as defined has commenced. The parties understand the no sales representative has authority, express or implied to bind Republic Roofing to this Agreement.

9. 24-5-10-8 and I.C. 24-5-11-10 give Property Owner(s) the right to rescind this agreement within 3-days of agreement date. Mail cancellation request to Republic Roofing 11650 Olio Road Ste 1000-108, Fishers, IN 46037.

ACCEPTED BY PROPERTY OWNER

Accepted By Property Owner
Printed Name
Date

ACCEPTED BY PROPERTY OWNER 2

Accepted By Property Owner
Printed Name
Date

ACCEPTED BY REPUBLIC ROOFING

Representative Republic Roofing

Rick Moore

Printed Name Rick Moore
Date 11/25/2019
Signature by Owner of Republic Roofing
Republic Roofing Member
Printed Name Timothy J Emkow, Member

Submitted by Dan Johnson at 11/25/2019 13:13 EST
Captured at 11/25/2019 13:12 EST
Submission ID: 2A3E739D-A8AF-4007-843A-D50224549DDB

Exhibit A
2 of 11

Republic Roofing
11650 Olio Road
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317-723-1440 Fax
www.republicindy.com

Republic Retail Roofing Agreement Date: 11/25/2019

| | |
|---|---|
| Date | 11/25/2019 |

Submitted by Dan Johnson at 11/25/2019 13:13 EST
Captured at 11/25/2019 13:12 EST
Submission ID: 2A3E739D-A8AF-4007-843A-D50224549DDB

Exhibit A

Republic Roofing
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Insurance Roofing Agreement

Date: 12/31/2019

## CONTACT INFORMATION

| | |
|---|---|
| Homeowner Name | City of Carmel, Carmel Clay |
| Street | 5485 E 126th St |
| City | Carmel |
| State | IN |
| Zip | 46032 |
| Home Phone | 317-571-4142 |
| Cell Phone Him | |
| Email Him | Krhodes@carmel.in.gov |
| Republic Roofing Representative | Rick Moore |
| Republic Representative Phone | 317-879-6978 |
| Republic Representative Email | rick@republicindy.com |
| Insurance Company | Travelers |
| Claim Number | FLU6351001H |
| Adjuster Name | |
| Adjuster Phone | |

## ROOF SPECIFICATIONS

| | |
|---|---|
| Remove Existing Shingles | Remove Current Shingle Layers |
| Number of Shingle Layers | 1 |
| Number of Stories | 2 |
| Roof Pitch | |
| New Shingle Type | Owens Corning Oakridge - Architectural |
| New Shingle Color | Estate grey |
| Underlayment | InterWrap RhinoRoof U20 Synthetic Roofing Underlayment |
| Valley Protection | Ice & Water Granulated Self Sealing Ice & Water Barrier |
| Hip & Ridge Cap | Owens Corning ProEdge® Hip & Ridge Standard Shingles |
| Ridge Venting | Lamanco Low Profile Ridge Venting |
| Box / Turtle Venting | Lomanco 750-S Slant Back Static Roof Louver with Screen Black |
| Box / Turtle Vent Color | Black |

Submitted by Dan Johnson at 12/31/2019 22:54 EST
Captured at 12/31/2019 22:53 EST
Submission ID: F4A8A71A-7D87-45FE-8D5D-145D6407FE94

Exhibit A

Republic Roofing
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317-723-1440 Fax
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Insurance Roofing Agreement

Date: 12/31/2019

| | |
|---|---|
| Pipe Boots | IPS Multi-Size 3 in 1 (3 N 1) Hard Plastic Base Roof Flashing for 1-1/4", 1-1/2", 2", or 3" Vent Pipe Black |
| Bath Fans | Broan Model 636 Roof Cap for 3" or 4" Round Duct Black |
| Satellite Dish | N/A |
| Split Boot Required For Power Pole | N/A |
| Replace Power Vents | N/A |
| Replace Power Vent Cover(s) | N/A |
| Roof Decking Type | To Be Determined |
| Roof Decking | Add Decking $ 35.00 per sheet |
| Drip Edge | Replace with Gutter Apron on Eaves and Quality Edge on Rakes |
| Drip Edge Color | To Be Determined |
| Gutters | N/A |
| Gutter Color | To Be Determined |
| Gutter Leaf Guards | N/A |

## SERVICES INCLUDED

| | |
|---|---|
| Remove Existing Roof | ✓ |
| Install New Roof | ✓ |
| Ice & Water in all Valleys and along walls, chimneys, around skylights | ✓ |
| Remove Trash and Debris from Yard | ✓ |
| Protect Landscaping Where Applicable | ✓ |
| Cleanout Gutters | ✓ |
| Roll Yard with Magnetic Roller | ✓ |
| Furnish Permits and Necessary Documentation | ✓ |
| Quality Control Inspection Upon Completion | ✓ |

## OPTIONS OR NOTES

Option or Note #1:
Code upgrades
Filing for ice and water shield with insurance
Filing for drip edge with insurance
Option or Note #2:
Could be additional damage to rubber roof due to damage trim

Submitted by Dan Johnson at 12/31/2019 22:54 EST
Captured at 12/31/2019 22:53 EST
Submission ID: F4A8A71A-7D87-45FE-8D5D-145D6407FE94

Exhibit A

Republic Roofing
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Insurance Roofing Agreement

Date: 12/31/2019

Option or Note #3:
Replacing all soffit and siding that was damaged due to wind storm

CONTRACT ADDITIONS

Upgrade to Owens Corning System Protection Roofing Limited Warranty. 50 year Tru PROtection Period. See Warranty for detailed information.

| | |
|---|---|
| Number of Roof Shingle Squares | |
| Cost of Extended Warranty per Square | $10.00 |
| Total Extended Warranty Cost (included in | 0.00 |

New Static Text

New Static Text

Upgrade by adding Ice & Water to the Perimeter. Can include Eaves, Rakes and Multiply rows.

| | |
|---|---|
| Linear Feet of Ice & Water | |
| Cost of Additional Ice & Water per linear foot | $2.50 |
| Total Cost of perimeter Ice & Water | 0.00 |

New Static Text

New Static Text

Upgrade to Lifetime Warranty type Pipe Boots

| | |
|---|---|
| Number of Pipe Boots | |
| Cost of Additional Pipe Boots | $100.00 |
| Total Cost of Lifetime Pipe Boots | 0.00 |

New Static Text

Submitted by Dan Johnson at 12/31/2019 22:54 EST
Captured at 12/31/2019 22:53 EST
Submission ID: F4A8A71A-7D87-45FE-8D5D-145D6407FE94

Exhibit A

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Insurance Roofing Agreement

Date: 12/31/2019

New Static Text

## FINANCIAL

| | |
|---|---|
| Insurance Replacement Cost Value (RCV) | $98,041.68 |
| Description of Additions to Contract | |
| Additions other than Previous Page | |
| Total Additions to Contract Price | 0.00 |
| Description of Exclusions on Insurance (SOL) | |
| Total Exclusions from SOL (RCV AMOUNTS) | |
| Insurance Supplement(s) | Pending |
| Current Contract Price | $98,041.68 |

Property Owner is responsible for Deductible, Non-Recoverable Depreciation an any Additions.

| | |
|---|---|
| Deposit (SOL ACV) | $41,800.08 |
| Balance | $56,241.60 |

## WARRANTY

| | |
|---|---|
| Republic Roofing Roof Labor Warranty | 5 Year no leak installation labor Warranty. |
| Manufactures Warranty | Manufactures Limited Lifetime Warranty |

All roof warranties are limited to new shingles and labor only and are not applicable to damages due to storm activity or other Acts of God. Republic Roofing shall not be responsible for any damage below the roof due to leaks by excessive wind of (80 mph+), ice damming, hail, pre-existing of future damage caused by storms or lack of maintenance during the warranty period.

## TERMS

TERMS AND CONDITIONS:

1. Replacement Cost Value (RCV). Property Owner(s) agree that Republic Roofing works for RCV as defined in the insurance company Statement of Loss. Further Republic Roofing reserves the right to increase the RCV by filing and collecting for supplemental claims due to material or labor increases, incorrect quantities listed on insurance Statement of Loss, Overhead and Profit and additional property damage not discovered initially by the insurance company. Any of these items may increase the contract price due to Republic Roofing.

Submitted by Dan Johnson at 12/31/2019 22:54 EST
Captured at 12/31/2019 22:53 EST
Submission ID: F4A8A71A-7D87-45FE-8D5D-145D6407FE94

Exhibit A

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2. Property Owner(s) authorize Republic Roofing to inspect their Property, meet with Insurance adjuster and prepare an estimate to compare with the Insurance Scope of Loss.

3. Republic Roofing reserves the right to retain a 3rd party firm to file supplemental items that may increase the Replacement Cost Value of the claim and increase monies owed to Republic Roofing for approved supplements from the insurance company.

4. The insurance company Statement of Loss shall be considered part of this agreement and will serve to provide the Scope of Work to be performed by Republic Roofing.

5. Property Owner shall authorize Republic Roofing to file claims directly with insurance company.

6. By signing this agreement, Property Owner(s) hereby: (i) direct Insurer to issue insurance proceeds to the Work, subject to any applicable mortgage lender's requirements, payable directly to Republic Roofing; (ii) authorize republic Roofing to contact Insurer, as necessary, to facilitate receipt of payments for the performance of the Work and, to the extent possible, cause all payments for additional items of Work to be made payable directly to Republic Roofing; (iii) authorize Republic Roofing to demand an appraisal, at Republic Roofing's expense, if necessary, to resolve any issue of the Insurer relating to pricing of the Work, including any additional Items of Work.

7. Final Agreement Price. Property Owner agrees that final contract price may increase due to adjustments in the amount paid by insurance. The Property Owner(s) personal financial obligation shall not exceed insurance deductible and non-recoverable depreciation as defined in the insurance company Statement of Loss. Final Agreement Price shall be the final RCV as approved by the insurance company which includes Property Owner deductible.

8. Payment Terms. Property Owner understands and agrees that all payments made from insurance company are due and payable immediately to Republic Roofing. Property Owner agrees that the maximum dollar amount that may be retained for final punch-out work is 10% of the total price of the work.

9. Property Owner agrees that all material(s) type and color contained in this agreement have been reviewed and approved by Property Owner(s)

10. All work to be completed in a workman like manner according to manufactures specifications and accepted building practices.



Exhibit A
9 of 11

Republic Roofing
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11. Any alteration or deviation from the above specifications or contract price will only be done upon an approved Change Order. No Verbal agreements will be honored.

12. Republic Roofing will not be responsible for any pre-existing structural conditions with the property. Republic Roofing will make reasonable efforts to protect the Owners Property from damages arising from completion of the work, but will not be held liable for damages to driveways, sidewalks, lawns, shrubs, plants, or other floral or vegetation by its self or sub contractors. Property Owner acknowledge that vibrations may occur while a new roof or siding is being installed and that it's their obligation to protect their property.

13. Final payment may not be withheld awaiting final inspection from government inspector. Republic Roofing agrees to meet or exceed any government code requirements.

14. Any Excess Material is the property of Republic Roofing.

15. The law of the State of Indiana shall govern the construction and interpretation of this Agreement. The Property Owner(s) hereby consent to the personal jurisdiction of a court in Hamilton County, Indiana, for purpose of enforcement or construction of this Agreement, and any and all disputes hereunder shall be litigated therein.

16. In the event Republic Roofing is forced to bring any action to enforce or construe this Agreement, Republic Roofing shall be entitled to recover, in addition to all other remedies or damages provided by this Agreement, in equity or at law, Republic Roofing's reasonable attorneys' fees, expert fees, and cost incurred in such action.

17. Notwithstanding anything contained herein, if any one or more of the provisions of this Agreement or any attachments or addenda thereto shall for any reason whatsoever be held to be illegal, invalid or unenforceable, such illegality, invalidity and enforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

18. This Agreement, together with all attachments, addenda and supplements thereto, each of which is expressly incorporated into this Agreement by reference and made a part hereof, sets forth the entire and final agreement and understanding of the parties. Any and all prior agreements, understandings or undertakings, whether written or oral, with respect to this Agreement and the content thereof are hereby superseded and replaced by this Agreement .This Agreement may not be modified or amended except by a written instrument executed by all parties.

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Fishers, IN 46037
317-747-0072 Office
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19. Republic Indy, LLC DBA Republic Roofing and Property Owner(s) acknowledge and agree that this Agreement shall not become binding upon either party until it is approved, accepted, and signed by an authorized officer of Republic Roofing or Work as defined in the Scope of Loss has commenced. The parties understand that no sales representative has authority, express or implied to bind Republic Roofing to this Agreement.

20. 24-5-10-8 and I.C. 24-5-11-10 give Property Owner(s) the right to rescind this agreement within 3-days of agreement date. Mail cancellation request to Republic Roofing 11650 Olio Road Ste 1000-108, Fishers, IN 46037.

ACCEPTED BY PROPERTY OWNER

Accepted By Property Owner
Printed Name
Property Owner(s) are responsible for Deductible, Non-Recoverable Depreciation and Additions
Date

ACCEPTED BY PROPERTY OWNER 2

Accepted By Property Owner
Printed Name
Property Owner(s) are responsible for Deductible, Non-Recoverable Depreciation and Additions
Date

ACCEPTED BY REPUBLIC ROOFING

Republic Roofing Representative

Printed Name Rick Moore
Date 12/31/2019
Signature by Owner of Republic Roofing
Republic Roofing Member
Printed Name
Date

Submitted by Dan Johnson at 12/31/2019 22:54 EST
Captured at 12/31/2019 22:53 EST
Submission ID: F4A8A71A-7D87-45FE-8D5D-145D6407FE94

Exhibit A

EXHIBIT B

# Invoice

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** _____

**Invoice No.** _____

**Purchase Order No:** _____

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

_____
Signature

_____
Printed Name

# EXHIBIT C
# INSURANCE COVERAGES

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

# EXHIBIT D

**AFFIDAVIT**

Timothy J Emkow, 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 Republic Roofing Inc (the "Employer") in the position of Vice President.

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

4. The Employer is enrolled and participates in the federal E-Verify program 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 14 day of JANUARY, 2020

Timothy J Emkow V.P.

Printed: Timothy J. Emkow V.P.

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.

Timothy J Emkow V.P.

Printed: Timothy J Emkow V.P.

# City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

**INDIANA RETAIL TAX EXEMPT**
**CERTIFICATE NO. 003120155 002 0**

**FEDERAL EXCISE TAX EXEMPT**
**35-6000972**

PAGE 1

PURCHASE ORDER NUMBER
**W10066**

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 |
|---|---|---|---|---|
| 1/9/2020 | | | 373797 | |

**VENDOR**
REPUBLIC ROOFING
11650 Olio Rd Ste 1000-108
Fishers IN 46037

**SHIP TO**
Carmel Utilities
30 W Main St
2nd Floor
Carmel, IN 46032

| CONFIRMATION | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 1.00 | Each | roof replacement at water plant #5 | DEPRN 02-2308-00 | 98,041.68 | 98,041.68 |

**PLEASE INVOICE IN DUPLICATE** Credit 0.00

| Department | Account | Project | Project Account | AMOUNT |
|---|---|---|---|---|
| | | | **PAYMENT** | 98,041.68 |

**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.

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

ORDERED BY

TITLE

CLERK-TREASURER

**DOCUMENT CONTROL NO. W10066**

KJI Institute for the Arts, Inc.
Department of Community Relations - 2020
Appropriation #43-590.03 Fund; P.O. #103563
Contract Not To Exceed $2,500.00

APPROVED JAO

# AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

## TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-590.03 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 Two Thousand Five Hundred Dollars ($2,500.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AND**

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

If to Vendor: KJI Institute for the Arts, Inc.
435 Garden Grace Drive
Indianapolis, Indiana 46239

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, 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.

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

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: _____

KJI Institute for the Arts, Inc.

By: Kimberly Jan Weems
Authorized Signature

Kimberly Janelle Weems
Printed Name

President
Title

FID/TIN: 84-3510433

Last Four of SSN if Sole Proprietor: _____

Date: _____

# KJI Institute for the Arts Performance Agreement

**KJI Institute for the Arts (KJI)** and **The City of Carmel** (herein after referred to as "Client"), agree to the following services: Producer and Artistic Director, in the production of the 2nd Annual Dr. Martin Luther King Jr. celebration, January 20, 2020 at 6pm to be held at the Tarkington Theatre, 3 Center Green, Carmel, IN

1. KJI will be compensated as follows: flat rate of $2500.00. KJI will submit a W-9 form. Client agrees to pay a retainer of 10% ($250) within 30 days to KJI to secure date and services. Balance of $2250.00 paid no later than February 15, 2020.
2. KJI will be responsible for: all artistic aspects of the MLK Jr. day celebration. KJI will retain and pay all artists/teaching artists hired by KJI for their participation and performance for the celebration.
3. Client shall indemnify and hold KJI, its officers, officials, partners and volunteers harmless from any and all claims, injuries, damages, losses and suits including attorney fees, arising out of or resulting from the acts, errors and omission of the Client in performance of this Agreement, except for injuries and damages caused by the sole negligence of KJI.
4. As a Contracted employee of the Client, Client is not required to withhold income tax, Social Security, Medicare, state and local taxes from compensation. Client agrees to send a 1099-MISC statement to the address listed on the W-9 form prior to January 31, 2021. Should KJI's address change, Client will be notified as soon as possible.

KJI Institute for the Arts

Signature: Kimberly Janelle

Printed name: Kimberly Janelle

Date: 11/4/2019

Client: The City of Carmel

Signature: _____

Printed name: _____

Date: _____

Exhibit A

1 of 1

# 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 |

January 17, 2020

To Whom It May Concern:

This letter is to verify that I am self-employed and have no employees.

Signed

Kimberly Janelle

KJI Institute for the Arts

435 Garden Grace Drive | Indianapolis, IN 46239 | 317.440.7293 | thekimberlyjanelle@gmail.com

# City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972



PURCHASE ORDER NUMBER
103563

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 |
|---|---|---|---|---|
| 12/16/2019 | | | 373776 | |

*VENDOR* **KJI INSTITUTE FOR THE ARTS**
**435 GARDEN GRACE DR**

**INDIANAPOLIS, IN 46239 -**

*SHIP TO* **Community Relations**
**1 Civic Square**
**Carmel, IN 46032-**

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| 42759 | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| *Department:* **1203** *Fund:* **101** **General Fund** | | | | |
| *Account:* **43-590.03** | | | | |
| **1** | **Each** | **PROFESSIONAL SERVICES FOR MLK PROGRAM** | **$2,500.00** | **$2,500.00** |
| | | | Sub Total | **$2,500.00** |

*Send Invoice To:*
**Community Relations**

**1 Civic Square**
**Carmel, IN 46032-**

## PLEASE INVOICE IN DUPLICATE

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

**PAYMENT** **$2,500.00**

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

**SHIPPING INSTRUCTIONS**

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

ORDERED BY Nancy S Heck
Nancy Heck

TITLE Director

CONTROL NO. 103563

CONTROLLER

MEG & Associates, LLC
Department of Community Relations - 2020
Appropriation # 43-590.03, 43-593.00 Fund; P.O. #103658
Contract Not To Exceed $94,250.00

APPROVED JAO

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and MEG & Associates, LLC, (the "Vendor"), as City Contract dated January 23, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA
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: _____

MEG & Associates, LLC

By:

Mary Ellen Gates Osborne
Authorized Signature

Mary Ellen Gates Osborne
Printed Name

CEO
Title

FID/TIN: 27 0203559

Last Four of SSN if Sole Proprietor: 1219

Date: Jan 24, 2020

# MEG & Associates

Events • Promotions • Marketing • Fundraising

*"Soaring to all limits for your promotional success!"*

EXHIBIT A

MEG & Associates

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

| Event Planning Services – | Number of Days Per Event Duration | |
|---|---|---|
| Dr. Seuss Birthday Bash | 1 | $1,000 |
| Holocaust Ceremony | 1 | $5,000 |
| Memorial Day Ceremony | 1 | $5,000 |
| Carmel on Canvas | 3 | $10,000 |
| Chinese Mooncake Festival | 1 | $5,000 |
| Holiday at Center Green | 1 | $5,000 |
| Holiday in the Arts District | 3-4 | $10,000 |
| Carmel Holiday Trolley | 8 | $12,000 |
| Carmel Holiday Trolley | Additional 2 Trolleys on each Friday night | $8,000 |
| Ice at Center Green | 3 | $10,000 |
| Special Needs Day | 2 | $2,000 |
| Santa Saturdays | 3 additional Saturday (2-5 pm) plus 1 Friday night sessions | $3,750 |
| Pet Day with Santa | 2, 2-hour sessions on Wednesday and Friday | $5,000 |
| National Roundabout Week Events | 5 days of activities - Monday - Friday | $5,000 |
| | | **$86,750** |

Scope of Services (including but not limited to):

A. All prep work prior to each event.
B. When requested, developing sponsorships and partnerships for events.
C. Organizing and facilitating the above events for the City of Carmel
D. Helping with solidifying volunteers and other needs.
E. Helping with any media or promotional needs.
F. Available for any additional needs for events.

Exhibit A



9875 Lakewood Drive East, Indianapolis, IN 46280 / 317.590.7522 / Meg@MegPromo.com

SCOPE OF SERVICES & RATE SCHEDULE FOR PROFESSIONAL SERVICES FOR MEDIA SERVICES

City of Carmel Media Services **$7,500**

Scope of Services (including but not limited to):

A. Use media connections to attract earned media opportunities.
B. Brainstorm and create special interest stories.
C. Research and tailor individual media pitches for radio and television.
D. Schedule interviews, provide requested information and create itineraries.
E. Be present at all interviews.
F. Prepare interviewees as needed.
G. Brainstorm opportunities for visual promotions.
H. Help maintain and distribute video links.
I. Submit a recap of each interview.

MEG & Associates is not responsible for expenses that consist of:
A. Printing materials or costs
B. Postage
C. Flyers, brochures, any promotional materials
D. Operational expenses or computer expenses (internet)
E. Any other miscellaneous expenses

TOTAL - **$94,250**

Meg Yoder Coburn

MEG and Associates — December 31, 2019 Date

City of Carmel — Date

Exhibit A

2of2

9875 Lakewood Drive East, Indianapolis, IN 46280 / 317.590.7522 / Meg@MegPromo.com

# City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972



PURCHASE ORDER NUMBER
103658

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 |
|---|---|---|---|---|
| 1/7/2020 | | | 365626 | EVENT PLANNING AND MEDIA SERVICES |

*VENDOR* MEG & ASSOCIATES LLC
9875 LAKEWOOD DR EAST

INDIANAPOLIS, IN 46280 -

*SHIP TO* Community Relations
1 Civic Square
Carmel, IN 46032-

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| 43256 | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| *Department:* 1203 | *Fund:* 101 | General Fund | | |
| *Account:* 43-590.03 | | | | |
| 1 | Each | EVENT PLANNING & MEDIA SERVICES | $64,250.00 | $64,250.00 |
| | | | Sub Total | $64,250.00 |
| *Account:* 43-593.00 | | | | |
| 1 | Each | EVENT PLANNING & MEDIA SERVICES | $30,000.00 | $30,000.00 |
| | | | Sub Total | $30,000.00 |

*Send Invoice To:*
Community Relations

1 Civic Square
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|---|---|---|---|---|
| | | | | $94,250.00 |

**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 | Nancy S. Heck | James Crider |
| | Nancy Heck | James Crider |
| TITLE | Director | Administration |
| CONTROLLER | | |

CONTROL NO. 103658

CrossRoad Engineers, P.C.
Engineering Department - 2020
Appropriation # 2200 43-401.00 Fund; P.O. #103726
Contract Not To Exceed $45,000.00

APPROVED JAO

**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 January 8, 2020 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

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

Butler Fairman & Seufert, Inc.

By: [signature]

Authorized Signature

Trent E. Newport
Printed Name

President
Title

FID/TIN: 35-1963331

Last Four of SSN if Sole Proprietor: _____

Date: 01/24/2020

[S:\Contracts\Prof.Svcs & Goods Svcs\Engineering\2020\CrossRoad Engineers, PC ASA #8.doc:1/24/2020 11:20 AM]

January 20, 2020

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

RE: On-Call Engineering and Inspection Services (fka On-Call Consulting)
Funds Request

Dear Jeremy:

As we discussed, we have prepared this proposal to continue providing professional services for the City of Carmel. Crossroad Engineers, P.C. will provided these services as an extension of the City's Engineer's staff on an hourly basis.

The specific services which we expect to provide include survey, design, inspection, and management services on various miscellaneous projects as your office requests. All work tasks will be completed at the direction of the City Engineer.

Per our communication with your office, we would suggest increasing the current contract ceiling $45,000 against which we would invoice. Attached are our 2020 Hourly Billing Rates which we were used as a basis for the projected fund increase. Rates used will be the actual Hourly Billing Rates in effect for CRE at the time services are performed.

We value the City's confidence in our ability to provide engineering services and appreciate the opportunity to continue our involvement in the City's improvements. If you should have any questions or need further assistance, please do not hesitate to call me at 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

Trent E. Newport, P. E., L. S.
President

Enc.

Exhibit A
1 of 2

# 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

# City of Carmel

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

**INDIANA RETAIL TAX EXEMPT**
**CERTIFICATE NO. 003120155 002 0**

**FEDERAL EXCISE TAX EXEMPT**
**35-6000972**



PURCHASE ORDER NUMBER
103726

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 |
|---|---|---|---|---|
| **1/23/2020** | | | **068025** | **On-Call Engineering and Inspection** |

*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 |
|---|---|---|---|---|
| **43750** | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| **1** | **Each** | **ASA 8 - 2020 On-Call Engineering and Inspection Services** | **$45,000.00** | **$45,000.00** |
| | | | Sub Total | **$45,000.00** |

*Department:* **2200** *Fund:* **2200 Motor Vehicle Highway**
*Account:* **43-401.00**

*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 |
|---|---|---|---|---|
| | | | | **$45,000.00** |

**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 — James Crider
TITLE — Director — Administration
CONTROLLER

CONTROL NO. 103726

Clark Dietz, Inc.
Engineering Department - 2020
Appropriation # 44-628.71 2016 COIT Bond Fund; P.O. #103716
Contract Not To Exceed $10,000.00

APPROVED JAO

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and Clark Dietz, Inc. (the "Professional"), as City Contract dated March 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

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

Clark Dietz, Inc.

By:

_____
Authorized Signature

Jerald T. Payonk
Printed Name

Executive Vice President
Title

FID/TIN: 37-1212051

Last Four of SSN if Sole Proprietor: _____

Date: January 24, 2020

ClarkDietz

Engineering Quality of Life

January 8, 2020

Jeremy Kashman, P.E.
City Engineer
Carmel Engineering Department
One Civic Square
Carmel IN, 46032

Re: Supplemental Request
City of Carmel Project R-38242; 126th Street Multi-Use Path – Construction Inspection

Dear Mr. Kashman:

With this letter, Clark Dietz is requesting a supplemental agreement to Clark Dietz's contract for inspection of Carmel project R-38242. Due to additional work of $152,000, unforeseen additional utility coordination, and time extensions of around four months to the Intermediate Completion Date, additional inspection and final construction record time is required to complete the project.

Clark Dietz requests an increase of $10,000 which would increase the original contract from $200,732 to $210,732. As a percentage of construction cost, this inspection work will remain at approximately 11% of construction cost, similar to the original contract. The billing rates will remain unchanged from the original contract.

Thank you for any consideration.

Sincerely,

W. Eric Von Hoven

Clark Dietz, Inc.

W. Eric Von Hoven
Construction Team Leader
E-mail eric.vonhoven@clarkdietz.com

Cc: Chris Ogg, P.E., City of Carmel Assistant City Engineer
David Littlejohn, AICP, City of Carmel Alternative Transportation Coordinator

Exhibit A
1 of 1

# City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972



PURCHASE ORDER NUMBER
**103716**

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 |
|---|---|---|---|---|
| **1/22/2020** | | | **060650** | **Project 15-17; Contract Date 03.07.18** |

*VENDOR*
**CLARK DIETZ, INC**
**8900 KEYSTONE CROSSING**
**SUITE 475**
**INDIANAPOLIS, IN 46240 -**

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

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| **43718** | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| *Department:* **2200** *Fund:* **0** **COIT Bond Fund** | | | | |
| *Account:* **44-628.71** | | | | |
| **1** | **Each** | **ASA 2 - 126th Street Multi-Use Path from Keystone Parkway to Hazel Dell Parkway - Inspection** | **$10,000.00** | **$10,000.00** |
| | | | Sub Total | **$10,000.00** |

CITY OF CARMEL
INDIANA

*Send Invoice To:*

Skip Tennancour/Kelly Dean
5107 Berwick Lane
Avon, IN 46123
stennancour@structurepoint.com
kdean@structurepoint.com

## PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|---|---|---|---|---|
| | | | | **$10,000.00** |

**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 | James Crider |
| TITLE | Director | Administration |
| CONTROLLER | | |

CONTROL NO **103716**

Engledow, Inc.
Street Department - 2020
Appropriation #2201 43-509.00, 1206 43-504.00 Fund; P.O. #103662, 103736
Contract Not To Exceed $90,832.00

APPROVED VAO

# 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 Engledow, 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 2201 43-509.00, 1206 43-504.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:
   3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Ninety Thousand Eight Hundred Thirty Two Dollars ($90,832.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | | | |
|---|---|---|---|
| If to City: | City of Carmel<br>Street Department<br>3400 W 131st Street<br>Carmel, Indiana 46074 | **AND** | Douglas C. Haney,<br>Corporation Counsel<br>Department of Law<br>One Civic Square<br>Carmel, Indiana 46032 |
| If to Vendor: | Engledow, Inc.<br>1100 E 116th Street<br>Carmel, Indiana 46032 | | |

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, 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.

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

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: _____

Engledow, Inc.

By:
James L. Engledow
Authorized Signature

James L. ENGLEDOW
Printed Name

President / CEO
Title

FID/TIN: 35-1066915

Last Four of SSN if Sole Proprietor: _____

Date: 1/27/2020

## QUOTE TOTAL FOR 2020 FLOWER MAINTENANCE

| | TOTAL |
|---|---|
| **2020 FLOWER MAINTENANCE** | $90,832.00 |

**Company Name** ENGLEDOW GROUP

**THIS IS TO BE THE FIRST PAGE OF ENTIRE QUOTE.**

Exhibit A

The four areas to be planted & maintained are the following:

1. Main St. Cast Stone Planters
(32 planters total)

2. Sophia Square Courtyard
(18 Planters and Base of 12 Topiary Planters)

3. Palladium Planters and Urns

4. Indiana Design Center (5 large urns and 6 small urns)

Exhibit A

# 1. MAIN ST. CAST STONE PLANTERS (32 TOTAL)

## Spring

| Plant Name | Size | Quantity |
|---|---|---|
| Pansy Cool Wave Blueberry Swirl | 1801 | 48 flats |

Each large planter gets approx. 12 plants.
Each small planter gets approx. 9 plants.

## Summer

| Plant Name | Size | Quantity |
|---|---|---|
| Salvia Mystic Spires | 1801 | 48 flats |

Each large planter gets approx. 12 plants.
Each small planter gets approx. 9 plants.

## Fall

| Plant Name | Size | Quantity |
|---|---|---|
| Snapdragon- Cool Bronze | 1801 | 48 flats |

Each large planter gets approx.. 6 plants of each Snapdragon.
Each small planter gets approx. 4-5 plants of each Snapdragon.

## Winter Décor

| Plant Name | Size | Quantity |
|---|---|---|
| Juniperus horizontalis | 1 gal | 32 |

Each planter gets one juniper in the center.

Exhibit A

# 2. SOPHIA SQUARE COURTYARD (18 RECTANGULAR PLANTERS AND BASE OF 12 TOPIARY PLANTERS)

## Spring

| Plant Name | Size | Quantity |
|---|---|---|
| Pansy Cool Wave Blueberry Swirl | 1801 | 24 |
| Pansy Cool Wave Pastel Mix | 1801 | 54 |

Each 2-ball topiary planter base gets 2 flats of Pansy Blueberry.
Each rectangular planter gets 3 flats of Pansy Pastel Mix.

## Summer

| Plant Name | Size | Quantity |
|---|---|---|
| Impatiens- Dazzler Tutti Frutti Mix | 1801 | 78 |
| Colocasia Elephant Ear | 4.5" or 6" | 36 |

Each 2-ball topiary planter base gets 2 flats of Impatiens.
Each rectangular planter gets 3 flats of Impatiens and 2 colocasia

## Fall

| Plant Name | Size | Quantity |
|---|---|---|
| Pansy- Matrix April Mix | 1801 | 24 |
| Snapdragon- Cool Bronze | 1801 | 54 |

Each 2-ball topiary planter base gets 2 flats of Pansies.
Each rectangular planter gets 3 flats of Snapdragon.

Exhibit A

# Winter Décor

The topiaries are NOT to have any decorations.
Only the 18 rectangular stone planters will have winter décor.

**Winter decorations are to include greens covering the entire planter opening to a height of not less than 1 ft. high. All soil in the planters is to be covered with the winter décor. The center of the urn is to be as high as the width of the urn, with the maximum height to be 6 ft tall. The construction of the winter decorations is to be made in such a way so they will withstand winter winds, storms, and snow. The CONTRACTOR is to maintain, repair, or replace any decorations that do not withstand winter weather. Some urns contain irrigation systems. If any of these systems are damaged during the installation of decorations, the CONTRACTOR is responsible for repairs.**

<u>The allowable material for each planter should be a mixture of:</u>

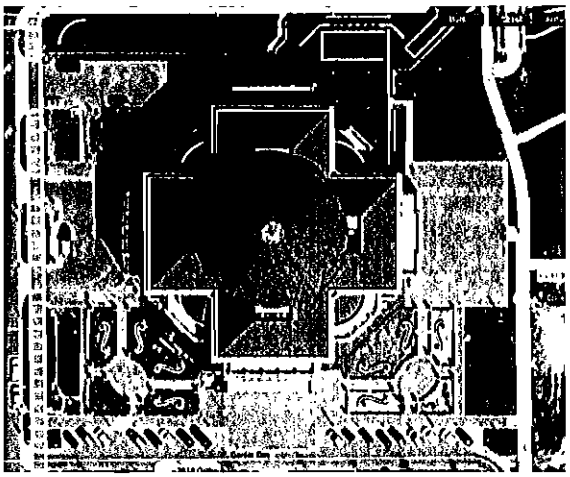
Branches spray-painted white or gold
Cut eucalyptus
Dried hydrangea blooms
Dried *Magnolia grandiflora* branches
Evergreen boughs
Holly branches (both evergreen and deciduous)
*Ilex verticillata*
Pine cones
Red, Silver, or Gold ornaments
Any other festive plant materials approved by the City prior to installation

Exhibit A

# 3. PALLADIUM PLANTERS & URNS

The company awarded the work will be:

1. Maintaining annuals beginning March 15, 2020 with the weekly maintenance of the Palladium grounds, until December 31st, 2020.
2. Shearing boxwood once during the 2020 growing season beginning the formation of the Boxwood hedge (to be done only after meeting with Crystal Edmondson for directions).
3. Pulling all fall annuals after first killing frost of 2020 and installing 2020 winter by the second week in November.
4. Maintain winter display until December 31, 2020.



**Aerial Image from Summer 2016 (not all planters are depicted above).**

Exhibit A

# LOCATIONS OF ANNUALS

## Palladium Annual Bed Terms:

15 – Stone urns approximately 3 ft. wide (referred to as SMALL STONE URNS)

15 – Stone urns approximately 5 ft. wide (referred to as LARGE STONE URNS)

15 – Stone planters connecting the 3 and 5 ft. wide urns: each of these planters is approximately 19" wide and about 23 ft. long (referred to as STONE PLANTERS)

64 – Iron urns approximately 18" planting width (referred to as IRON URNS)

****SEE BELOW FOR LIST OF ANNUALS AND LOCATIONS FOR EACH SEASON****

Exhibit A

# SPRING PLANTINGS

**(to be installed March 15th through March 31st, 2020):**

## SMALL STONE URNS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Pansy Matrix Citrus Mix** | **1801** | **24 plants** | **20 flats** |

## LARGE STONE URNS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Juncus Twister** | **1 gal** | **5** | **45** |
| **Pansy Matrix Citrus Mix** | **1801** | **80 plants** | **68 flats** |

## STONE PLANTERS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Empty for Spring** | | | |

## IRON URNS (64):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Pansy Cool Wave White** | **1801** | **18 plants** | **64 flats** |

*Plant substitutions are acceptable as long as they are approved by Crystal Edmondson.

Exhibit A

# SUMMER PLANTINGS

**(to be installed between May 13th and June 4th, 2019)**

## SMALL STONE URNS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Cordyline** | **6"** | **1** | **15** |
| **Ivy Geranium Blizzard Blue** | **1801** | **1.5 flats** | **24 flats** |

## LARGE STONE URNS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Canna Cannova Lemon** | **6"** | **1** | **15** |
| **Lantana Landmark White** | **1801** | **18 plants** | **15 flats** |
| **Ivy Geranium Blizzard Blue** | **1801** | **20 plants** | **18 flats** |

## STONE PLANTERS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Lantana Landmark White** | **1801** | **4 flats** | **63 flats** |

## IRON URNS (64):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Lantana Landmark- White** | **4.5"** | **1** | **64** |
| **Ivy Geranium Blizzard Blue** | **1801** | **1 flat** | **64 flats** |

*Plant substitutions are acceptable as long as they are approved by Crystal Edmondson.

Exhibit A

# FALL PLANTINGS

**(to be installed October 1st through October 12th):**

## SMALL STONE URNS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Snapdragon Cool Bronze** | **4"** | **4** | **60** |
| **Chrysanthemum Yellow (Pale Yellow if available)** | **4"** | **6** | **90** |
| **Pansy Matrix Amber Mix** | **1801** | **12 plants** | **10 flats** |

## LARGE STONE URNS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Juncus Twisted** | **1 gal** | **5** | **45** |
| **Snapdragon Cool Bronze** | **4"** | **16** | **240** |
| **Pansy Matrix Amber Mix** | **1801** | **80 plants** | **68 flats** |

## STONE PLANTERS (15):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Empty for Fall** | | | |

## IRON URNS (64):

| Plant | Size | Per Urn | Total Plants |
|---|---|---|---|
| **Flowering Kale White** | **6"** | **1** | **64** |
| **Snapdragon Cool Bronze** | **4"** | **8** | **512** |
| **Pansy Matrix Amber Mix** | **1801** | **12 plants** | **44 flats** |

*Plant substitutions are acceptable as long as they are approved by Crystal Edmondson.

Exhibit A

# WINTER PLANTINGS:

## (to be installed *before* the Saturday before Thanksgiving)

See below list of appropriate winter installation items.
Winter 2016/17 as examples

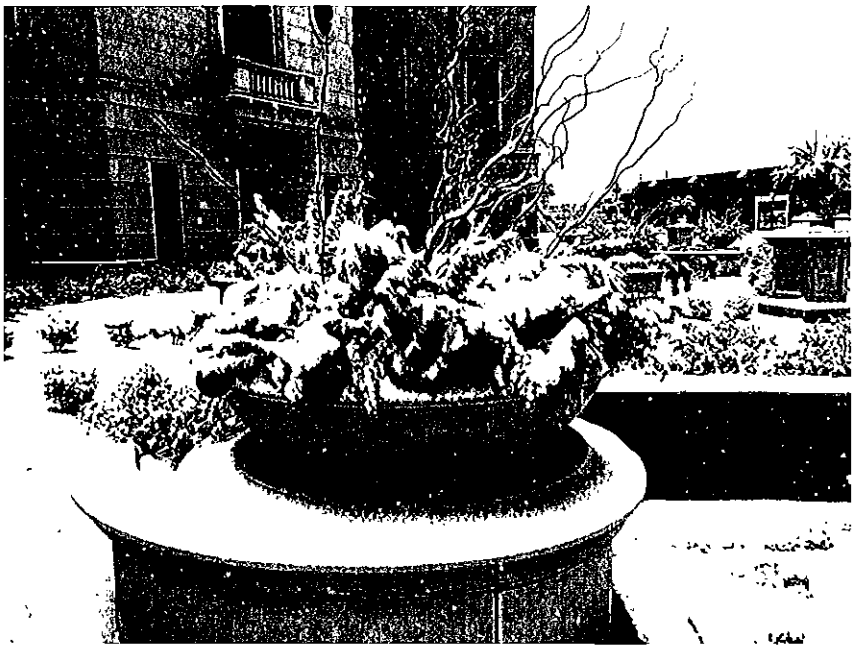


Exhibit A
11 of 15

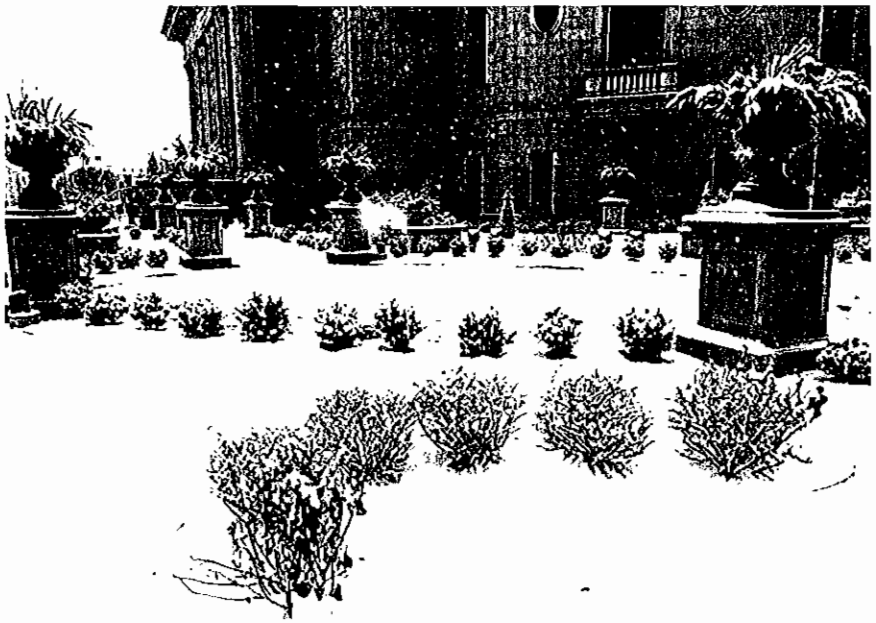


Exhibit A

Contractor is to maintain all planters no less than once per week doing the following for the entire planted area:

1. Pull any and all weeds in all planters and urns and boxwood beds.

2. Check for and take appropriate measures (hand remove, spray, apply predatory insects etc.) to insure the plantings are "free" of insects or disease. Plantings can have some insects or disease if they can be maintained at an acceptable level as to not effect plant growth or flowering.

3. "Deadhead" any flowers requiring care, this also includes pruning and removal of yellow or dead leaves.

4. Prune or shear any annuals requiring a tight formal appearance (all annuals planted in the Stone Planters)

5. Adjust watering schedule on irrigation to all planters and urns.

6. Fertilize plantings when necessary.

**Contractor will purchase and install all plant materials (as listed in above document), supplies, fertilizers, insecticides, fungicides, ornaments and decorations needed to do all seasonal change outs and maintain plant materials in a healthy condition. Contractor is also responsible to remove all trash generated by the plantings during the weekly maintenance visit.**

Contractor is responsible to plant Spring, Summer, Fall, and Winter plantings consisting of hardy plant materials to maintain a full appearance to the planters. No more than 33% of soil or mulch shall be visible after planting any seasonal display.

This contract will be for the 2020 growing season. The Contractor receiving the contract will be responsible for removing the 2019/20 winter display and replace with Spring annuals. Upon the first frost the contractor will remove the fall display and replace with the winter display which is to be installed by the second week in November. The winter display is to be in all of the urns and planters.

Winter display is to include Evergreen branches, Eucalyptus, Holly branches (both evergreen and deciduous), tree branches sprayed white or Gold, Pine cones, Dried hydrangea blooms and can have Red, Silver or Gold ornaments as well. All soil in the planters is to be covered with the winter display. Contractor is responsible to "maintain" the winter display replacing any missing or brown plant materials. It is perfectly acceptable to use "grave blanket" style greens in the "Stone Planters", the Stone and Iron Urns should include evergreens with the addition of "heavy ornamentation" to achieve color and focal points in the display. Other winter materials not listed above may be used if approved by the City prior to installation.

Contractor is responsible for shearing boxwoods once a year. This is to be done between May 15- June 30th No shearing is to be done before contacting Crystal Edmondson.

# 4. INDIANA DESIGN CENTER
# (5 LARGE URNS & 6 SMALL URNS)

## Spring

| Plant Name | Size | Quantity |
|---|---|---|
| Pansy- Cool Wave Blueberry Swirl | 1801 | 12 flats |
| Pansy- Cool Wave Pastel Mix | 1801 | 12 flats |

*Pansies mixed evenly throughout urns.

## Summer

| Plant Name | Size | Quantity |
|---|---|---|
| Salvia Lyrical White- | 4.5" pot- | 36 plants |
| Salvia Mystic Spires- | 4.5" pot - | 36 plants |
| Canna- Cannova Lemon- | 6" pot - | 10 plants |
| Alyssum Wonderland Mix- | 4.5" pot - | 118 plants |

Details:

Large Urns (5) (West side of property)-
Salvia White- 4.5" pot- 6 per urn- 30 plants
Salvia Mystic Spires- 4.5" pot -6 per urn- 30 plants
Canna- 6" pot -2 pots per urn- 10 total plants
Alyssum- 4.5" pot - 20 per urn- 100 plants

2 Cannas in center
12 mixed salvia between canna and alyssum
20 alyssum mixed around border

Small Urns (6) (2 on S side, 4 on N side)-
Salvia White- 4.5" pot - 1 per urn- 6 plants
Salvia Mystic Spires- 4.5" pot -1 per urn- 6 plants
Alyssum- 4.5" pot - 3 per urn- 18 plants

2 Salvia mixed in center
3 Alyssum mixed around border

Exhibit A

# Fall

| Plant Name | Size | Quantity |
|---|---|---|
| Pansy- Matrix Amber Mix- | 1801 | 16 flats |
| Flowering Kale White- | 4.5" | 25 plants |

Large Urns (5) (West side of property)-

Kale- 5 plants near center
Pansy- 2 flat per urn
Pansies are mixed around edge of urn

Small Urns (6) (2 on S side, 4 on N side)-
Pansy- 1 flat per urn

# Winter Décor

**Winter decorations are to include greens covering the entire planter opening to a height of not less than 1 ft. high. All soil in the planters is to be covered with the winter décor. The center of the urn is to be as high as the width of the urn, with the maximum height to be 6 ft tall. The construction of the winter decorations is to be made in such a way so they will withstand winter winds, storms, and snow. The CONTRACTOR is to maintain, repair, or replace any decorations that do not withstand winter weather. Some urns contain irrigation systems. If any of these systems are damaged during the installation of decorations, the CONTRACTOR is responsible for repairs.**

Exhibit A

EXHIBIT B

# Invoice

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** _____

**Invoice No.** _____

**Purchase Order No:** _____

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

_____
Signature

_____
Printed Name

# EXHIBIT C
# INSURANCE COVERAGES

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

# EXHIBIT D

## AFFIDAVIT

JAMES L ENGLEDOW, 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 ENGLEDOW INC (the "Employer")

   in the position of President / CEO.

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 January, 2010.

Jim L. Engledow

Printed: JAMES L. ENGLEDOW

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.

Jim L. Engledow

Printed: JAMES L ENGLEDOW

# City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972



PURCHASE ORDER NUMBER
103662

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 |
|---|---|---|---|---|
| 1/7/2020 | | | 358653 | |

*VENDOR* **ENGLEDOW, INC**
**1100 E 116TH ST**

**CARMEL, IN 46032 -**

*SHIP TO* **Street Department**
**3400 W. 131st Street**
**Carmel, IN 46074-**

**(317) 733-2001**

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| 43287 | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| *Department:* **2201** | *Fund:* **2201 Motor Vehicle Highway FND** | | | |
| *Account:* **43-509.00** | | | | |
| **1** | **Each** | **Flower Maintenance** | **$9,286.32** | **$9,286.32** |
| | | | Sub Total | **$9,286.32** |

CITY OF CARMEL
INDIANA

*Send Invoice To:*
**Street Department**

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

## PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|---|---|---|---|---|
| | | | | **$9,286.32** |

**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.

**SHIPPING INSTRUCTIONS**

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABE
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

| | | |
|---|---|---|
| ORDERED BY | Dave Huffman | James Crider |
| TITLE | Director | Administration |
| CONTROLLER | | |

CONTROL NO. 103662

# City of Carmel

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

**INDIANA RETAIL TAX EXEMPT**
**CERTIFICATE NO. 003120155 002 0**

**FEDERAL EXCISE TAX EXEMPT**
**35-6000972**



PURCHASE ORDER NUMBER
103736

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 |
|---|---|---|---|---|
| **1/28/2020** | | | **358653** | |

*VENDOR* **ENGLEDOW, INC**
**1100 E 116TH ST**

**CARMEL, IN 46032 -**

*SHIP TO* **Street Department**
**3400 W. 131st Street**
**Carmel, IN 46074-**

**(317) 733-2001**

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| **43821** | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| *Department:* **1206** *Fund:* **101** **General Fund** | | | | |
| *Account:* **43-504.00** | | | | |
| **1** | **Each** | **Flower Maintenance** | **$81,545.68** | **$81,545.68** |
| | | | Sub Total | **$81,545.68** |

CITY OF CARMEL
INDIANA

*Send Invoice To:*
**Street Department**

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

## PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|---|---|---|---|---|
| | | | | **$81,545.68** |

**SHIPPING INSTRUCTIONS**

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABE
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 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 | Dave Huffman | James Crider |
| TITLE | Director | Administration |
| CONTROLLER | | |

CONTROL NO. 103736

Zagster, Inc
109 Kingston Street Floor 5
Boston, Massachusetts 02111
United States
844-ZAGSTER

**ORDER for City of Carmel, IN**
Order: SO-0007715
Date: 9/21/2019
Prepared by: Karl Alexander

# Order

## Company Information

Bill To:
Carmel, IN
1 Civic Square
Carmel, Indiana 46032
United States

**Billing Contact:** David Littlejohn
**Billing Email:** dlittlejohn@carmel.in.gov
**Billing Phone:** (317) 571-2306

APPROVED JAO

## Payment Terms

**Payment Terms:**

## Service Lines

| Service | Description | Date Start - Date End | Quantity | Term | Unit Price | Total |
|---|---|---|---|---|---|---|
| Service Fee per Bike - Quarterly | Standard Bike | 9/21/2019 - 9/20/2021 | 38.00 | 8.0000 Qtr | $330.00/Qtr | $100,320.00 |
| Service Fee per Bike - Quarterly | Adaptive Bike | 9/21/2019 - 9/20/2021 | 6.00 | 8.0000 Qtr | $330.00/Qtr | $15,840.00 |

## Additional Charges/Credits

| Additional Charge/Credit | Description | Date | Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| CREDIT MEMO - Accounting Use Only | Q3 2018 Rider Revenue | 9/21/2019 | 1.00 | ($2,976.20) | ($2,976.20) |
| CREDIT MEMO - Accounting Use Only | Q4 2018 Rider Revenue | 9/21/2019 | 1.00 | ($829.36) | ($829.36) |
| CREDIT MEMO - Accounting Use Only | Q1 2019 Rider Revenue | 9/21/2019 | 1.00 | ($180.49) | ($180.49) |
| CREDIT MEMO - Accounting Use Only | Q2 2019 Rider Revenue | 9/21/2019 | 1.00 | ($1,818.02) | ($1,818.02) |
| CREDIT MEMO - Accounting Use Only | Q3 2019 Rider Revenue | 9/21/2019 | 1.00 | ($2,460.32) | ($2,460.32) |

| | |
|---|---|
| Services Total: | $116,160.00 |
| Additional Charges/Credits Total: | ($8,264.39) |
| Net Amount: | $107,895.61 |
| Total Applied Payments: | $0.00 |
| **Balance Due Amount:** | **$107,895.61** |

## Additional Terms

**Service Fee per Bike - Quarterly**
Company will pay service line invoices within 30 days after the end of each quarterly service term.

| **Company Name: City of Carmel, IN** | **Zagster, Inc** |
| --- | --- |
| | Adrian Albus<br>Adrian Albus (Jan 17, 2020) |
| Signature | Signature |
| | Adrian Albus |
| Name (Please Print) | Name (Please Print) |
| | COO |
| Title | Title |
| | Jan 17, 2020 |
| Date | Date |

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# Zagster Carmel Renewal Order 07715 9.21.19 v2

Final Audit Report 2020-01-17

| | |
|---|---|
| Created: | 2020-01-17 |
| By: | Karl Alexander (karl@zagster.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA3mUw1X8gv1F9X7JHiTbNLQL8wPBPk3Dp |

## "Zagster Carmel Renewal Order 07715 9.21.19 v2" History

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2020-01-17 - 8:08:31 PM GMT- IP address: 50.208.129.29

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2020-01-17 - 8:09:29 PM GMT

Email viewed by Adrian Albus (aalbus@zagster.com)
2020-01-17 - 8:30:49 PM GMT- IP address: 66.102.8.57

Document e-signed by Adrian Albus (aalbus@zagster.com)
Signature Date: 2020-01-17 - 8:31:05 PM GMT - Time Source: server- IP address: 50.208.129.29

Signed document emailed to Adrian Albus (aalbus@zagster.com) and Karl Alexander (karl@zagster.com)
2020-01-17 - 8:31:05 PM GMT

Zagster, Inc
109 Kingston Street Floor 5
Boston, Massachusetts 02111
United States
844-ZAGSTER

**ORDER for City of Carmel, IN**
Order: SO-0014727
Date: 12/11/2019
Prepared by: Karl Alexander

# Order

## Company Information

**Bill To:**
Carmel, IN
1 Civic Square
Carmel, Indiana 46032
United States

**Billing Contact:** David Littlejohn
**Billing Email:** dlittlejohn@carmel.in.gov
**Billing Phone:** (317) 571-2306

APPROVED JAO

## Payment Terms

**Payment Terms:** Net 45 Days

## Product & One Time Fee Lines

| Product & One Time Fee | Description | Quantity | Unit Price | Total |
|---|---|---|---|---|
| Location Implementation/Setup Fee | 8-dock stations | 2.00 | $0.00 | $0.00 |
| Included Parking Dock | | 16.00 | $300.00 | $4,800.00 |

## Service Lines

| Service | Date Start - Date End | Quantity | Term | Unit Price | Total |
|---|---|---|---|---|---|
| Service Fee per Bike - Quarterly | 3/21/2020 - 9/20/2021 | 6.00 | 6.0000 Qtr | $330.00/Qtr | $11,880.00 |

| | |
|---|---|
| Products and Services Total: | $16,680.00 |
| Net Amount: | $16,680.00 |
| Total Applied Payments: | $0.00 |
| **Balance Due Amount:** | **$16,680.00** |

## Additional Terms

**Location Implementation/Setup Fee**
Company will pay to Zagster the nonrefundable product and one time fees in the amounts, if any, described above, within 30 days after project completion.

**Service Fee per Bike - Quarterly**

Company will pay service line invoices within 30 days after the end of each quarterly service term.

| Company Name: City of Carmel, IN | Zagster, Inc |
| --- | --- |
| | Adrian Albus<br>Adrian Albus (Jan 17, 2020) |
| Signature | Signature |
| | Adrian Albus |
| Name (Please Print) | Name (Please Print) |
| | COO |
| Title | Title |
| | Jan 17, 2020 |
| Date | Date |

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# Zagster Carmel Expansion Order 014727 12.11.19 v2

Final Audit Report 2020-01-17

| | |
|---|---|
| Created: | 2020-01-17 |
| By: | Karl Alexander (karl@zagster.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAJgCphj-5_V2J9W4_YrMGnMD7pLW0Z_Tk |

## "Zagster Carmel Expansion Order 014727 12.11.19 v2" History

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2020-01-17 - 8:10:58 PM GMT

Email viewed by Adrian Albus (aalbus@zagster.com)
2020-01-17 - 8:31:10 PM GMT- IP address: 66.102.8.39

Document e-signed by Adrian Albus (aalbus@zagster.com)
Signature Date: 2020-01-17 - 8:31:28 PM GMT - Time Source: server- IP address: 50.208.129.29

Signed document emailed to Karl Alexander (karl@zagster.com) and Adrian Albus (aalbus@zagster.com)
2020-01-17 - 8:31:28 PM GMT

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

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

BY:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

Rollfast, Inc.
Department of Community Relations - 2020
Appropriation #43-590.38, 43-593.00 Fund; P.O. #103702, 103703
Contract Not To Exceed $44,000.00

APPROVE JAO

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Rollfast, Inc., (the "Vendor"), as City Contract dated February 1, 2017 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA
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: _____

Rollfast, Inc.

By: [signature]
Authorized Signature

MATT TANNER
Printed Name

FOUNDER / CEO
Title

FID/TIN: 45-4433285

Last Four of SSN if Sole Proprietor: _____

Date: 1/27/20

# 2020 Bicycle Events Services

## Deliverables

Rollfast proposes the following deliverables:

- Oversee bicycle events, providing guidance and advice based on experience
- Create routes and cue sheets with Ride with GPS as needed
- Some events will use multiple routes (distances)
- Assist with marking routes as needed
- Manage web-based registration (wufoo) and promote with social media
- Promote events on Rollfast Cycling website and social media
- Offer advice with:
    - Route plan
        - Rider logistics / Staging
        - Support vehicles
        - Rest area locations
        - Permits
        - Police and traffic plan
    - Rental equipment
    - Volunteer needs
    - Safety waivers
    - Registration

Exhibit A

1 of 2

Fees

| | |
|---|---|
| 4 Family Fun - Approximately 2 Miles Routes | $10,000 |

- *May 16, Location TBD*
- *June 13, Location TBD*
- *July 11, Location TBD*
- *August 8, Location TBD*

| | |
|---|---|
| 5 Slow Roll (Conquer the CAB) - Ranging 7-13 Mile Routes | $19,000 |

- *May 12, City Center Loop*
- *June 9, White River Loop*
- *July 14, West Loop*
- *August 11, Villoge Loop*
- *September 8, Cool Creek Loop*

| | |
|---|---|
| 1 "Big Ride Weekend" with 3 routes (Ride Round About Carmel) | $15,000 |

- *September 19, Midtown*
- *5-mile route*
- *25-mile route*
- *50-mile route*

| | |
|---|---|
| **Total** | **$44,000** |

**Payment Schedule**

| | |
|---|---|
| Initial payment, January 2020 | $9,000 |
| April 1, 2020 | $7000 |
| May 1, 2020 | $7000 |
| June 1, 2020 | $7000 |
| July 1, 2020 | $7000 |
| August 1, 2020 | $7000 |

Signature of Commitment pending BPW approval (WSH 11-27-19)

Christin Tanner

Chris Tanner, Director
Rollfast

Nancy S Heck

Nancy Heck
City of Carmel

Exhibit A
2 of 2

# City of Carmel

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

**INDIANA RETAIL TAX EXEMPT**
**CERTIFICATE NO. 003120155 002 0**

**FEDERAL EXCISE TAX EXEMPT**
**35-6000972**



PURCHASE ORDER NUMBER
103703

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 |
|---|---|---|---|---|
| 1/17/2020 | | | 371349 | CYCLING EVENTS SERVICES |

*VENDOR*
**ROLLFAST, INC**
**10630 WESTFIELD BLVD**

**INDIANAPOLIS, IN 46280 -**

*SHIP TO*
**Community Relations**
**1 Civic Square**
**Carmel, IN 46032-**

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| 43604 | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| 1 | Each | CYCLING EVENTS SERVICES | $14,000.00 | $14,000.00 |
| | | | Sub Total | $14,000.00 |

*Department:* **1203** *Fund:* **854** **Community Relations Gift**
*Account:* **43-590.38**

*Send Invoice To:*
**Community Relations**

**1 Civic Square**
**Carmel, IN 46032-**

CITY OF CARMEL INDIANA

## PLEASE INVOICE IN DUPLICATE

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

**PAYMENT** **$14,000.00**

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

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

| | | |
|---|---|---|
| ORDERED BY | Nancy S. Heck | James Crider |
| | Nancy Heck | James Crider |
| TITLE | Director | Administration |
| CONTROLLER | | |

CONTROL NO. 103703

# City of Carmel

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

**INDIANA RETAIL TAX EXEMPT**
**CERTIFICATE NO. 003120155 002 0**

**FEDERAL EXCISE TAX EXEMPT**
**35-6000972**



PURCHASE ORDER NUMBER
103702

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 |
|---|---|---|---|---|
| **1/17/2020** | | | **371349** | **CYCLING EVENTS SERVICES** |

*VENDOR* **ROLLFAST, INC**
**10630 WESTFIELD BLVD**

**INDIANAPOLIS, IN 46280 -**

*SHIP TO* **Community Relations**
**1 Civic Square**
**Carmel, IN 46032-**

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| **43524** | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| *Department:* **1203** *Fund:* **101** **General Fund** | | | | |
| *Account:* **43-593.00** | | | | |
| **1** | **Each** | **CYCLING EVENT SERVICES** | **$30,000.00** | **$30,000.00** |
| | | | Sub Total | **$30,000.00** |

CITY OF CARMEL
INDIANA

*Send Invoice To:*
**Community Relations**

**1 Civic Square**
**Carmel, IN 46032-**

## PLEASE INVOICE IN DUPLICATE

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

**PAYMENT** **$30,000.00**

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

**SHIPPING INSTRUCTIONS**

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

| | | |
|---|---|---|
| ORDERED BY | Nancy S. Heck | James Crider |
| | Nancy Heck | James Crider |
| TITLE | Director | Administration |
| CONTROLLER | | |

CONTROL NO. 103702

VS Engineering, Inc.
Engineering Department - 2020
Appropriation # 2200 43-401.00 Fund; P.O. #33465
Contract Not To Exceed $3,100.00

**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 VS Engineering Inc. (the "Professional"), as City Contract dated June 1, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". 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

By:

_____
James Brainard, Presiding Officer
Date: _____

_____
Mary Ann Burke, Member
Date: _____

_____
Lori S. Watson, Member
Date: _____

ATTEST:

_____
Sue Wolfgang, Clerk
Date: _____

VS Engineering, Inc.

By: Sanjay B. Patel

_____
Authorized Signature

Sanjay B. Patel, P.E.
Printed Name

President / CEO
Title

FID/TIN: 35-1494479

Last Four of SSN if Sole Proprietor: _____

Date: January 29, 2020

VS ENGINEERING

www.vsengineering.com

December 11, 2019

Chris Ogg, PE
Assistant City Engineer
City of Carmel
One Civic Square
Carmel, Indiana 46032

Re: 1st St NW Road Reconstruction
Supplement Request

Dear Chris:

VS Engineering, Inc. (VS) appreciates the continued work with the City of Carmel on the 1st St NW Road Reconstruction project. Please find below our requested supplement for additional necessary scope of services and associated fees. With authorization from the City, we intend the supplemental work to be completed by mid-January 2020.

**Scope of Services & Fees**

VS is requesting supplemental fees for additional survey and additional design for lowering or modifying the vertical alignment of the Monon Trail as it meets and crosses 1st Street NW. The purpose is to meet the City's goals for the profile grade of the north and south Monon Trail approaches more gradual and reduce the drop at 1st Street NW. VS proposes to gather additional survey data along the Monon Trail from 100 to 150 feet north and south of 1st Street NW and for additional shots along 2nd Avenue. The profile grade adjustment will require two additional sheets in the plans; (1) Plan & Profile (for vertical alignment) and (2) Construction Details (or Spot Elevation sheet). The estimated fees for the additional work are $3,100.

We look forward to providing these services for the City of Carmel and will begin upon your written authorization. Please contact us if you should have any questions or require additional information.

Respectfully,

VS ENGINEERING, INC.

Andrew L. Bender, P.E.
Vice President and COO

Cc: Kenny Birk, VS Engineering

Exhibit A
1 of 1

# City of Carmel

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

**INDIANA RETAIL TAX EXEMPT**
**CERTIFICATE NO. 003120155 002 0**

**FEDERAL EXCISE TAX EXEMPT**
**35-6000972**



PURCHASE ORDER NUMBER
33465

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 |
|---|---|---|---|---|
| 12/30/2015 | | | 364215 | Project 18-21; Contract Date 06.01.16 |

*VENDOR*
**V S ENGINEERING, INC**
**4275 NORTH HIGH SCHOOL ROAD**
**INDIANAPOLIS, IN 46254 -**

*SHIP TO*
**Engineering**
**1 Civic Square**
**Carmel, IN 46032-**
**Kate Lustig**

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| 1518 | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| *Department:* 2200 | *Fund:* 2200 | **Motor Vehicle Highway** | | |
| *Account:* 43-401.00 | | | | |
| 1 | Each | ASA 5a - 1st Street NW Reconstruction - Supplemental Design | $3,100.00 | $3,100.00 |
| | | | Sub Total | $3,100.00 |
| *Account:* 43-419.99 | | | | |
| 1 | Each | ASA 5 - 1st Street NW Road Reconstruction - Design | $9,500.00 | $9,500.00 |
| | | | Sub Total | $9,500.00 |
| *Account:* 44-620.00 | | | | |
| 1 | Each | ASA 5 - 1st Street NW Road Reconstruction - Design | $47,000.00 | $47,000.00 |
| | | | Sub Total | $47,000.00 |

CITY OF CARMEL
INDIANA

*Send Invoice To:*
**Engineering**
**Kate Lustig**
**1 Civic Square**
**Carmel, IN 46032-**

## PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|---|---|---|---|---|
| | | | | $59,600.00 |

**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 — James Crider
TITLE — Director — Administration
CONTROLLER

CONTROL NO. 33465

MacAllister Machinery Co., Inc.
Street Department - 2020
Appropriation #44-650-01 Fund; P.O. #103719
Contract Not To Exceed $135,100.00

APPROVE JAO

# AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

## TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 44-650.01 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

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 Thirty Five Thousand One Hundred Dollars ($135,100.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | | | |
|---|---|---|---|
| If to City: | City of Carmel<br>Street Department<br>3400 W 131st Street<br>Carmel, Indiana 46074 | **AND** | Douglas C. Haney,<br>Corporation Counsel<br>Department of Law<br>One Civic Square<br>Carmel, Indiana 46032 |
| If to Vendor: | MacAllister Machinery Co., Inc.<br>6300 Southeastern Ave<br>Indianapolis, Indiana 46203 | | |

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, 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.

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

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:

MacAllister Machinery Co., Inc.

By: Cindy Stockton
Authorized Signature

Cindy Stockton
Printed Name

Sales Coordinator
Title

FID/TIN: MacAllister-35-0791060

Last Four of SSN if Sole Proprietor:

Date: 1/28/2020

# 2020 TRACTOR TOTAL

## OPTION 1:

| | TOTAL |
|---|---|
| M6-101 TRACTOR WITH SIDE BOOM MOWER | $130,500.00 |
| VALUE OF TRADE-INS | $ 11,500.00 |
| TOTAL COST | $119,000.00 |

## OPTION 2:

| | TOTAL |
|---|---|
| M6-111 TRACTOR WITH SIDE BOOM MOWER | $146,600.00 |
| VALUE OF TRADE-INS | $11,500.00 |
| TOTAL COST | $135,100.00 |

COMPANY NAME MacAllister Machinery Co., Inc.

**THIS IS TO BE THE FIRST PAGE OF ENTIRE BID.**

Exhibit A

## ADDENDUM #1

## ITEMIZED TRADE-IN LIST OF VEHICLES

| VEHICLES | VALUE |
|---|---|
| **1998 Massey Ferguson Tractor with Side Arm Mower** | **$3500.00** |
| **1998 Kubota Tractor** | **$2500.00** |
| **2007 Kubota ATV with Plow Attachment** | **$2700.00** |
| **2004 Polaris 4WD** | **$2500.00** |
| **Toolbox, Plow Attachment, and Sno-Way Salt Spreader Box for John Deere** | **$300.00** |
| **TOTAL TRADE-IN VALUE** | **$11,500.00** |

CONTACT CARMEL STREET FOR VIEWING OF THESE
VEHICLES AND THE ATTACHMENTS:
RON WILLIAMS AT 317-773-2001

**THIS IS TO BE THE SECOND PAGE OF THE ENTIRE BID.**

Exhibit A

## Additional Specifications

-Tractor and accessory parts must be readily available: Picked up or delivered within a 12-hour period

-These specifications represent the minimum standards for the tractors, boom mower, and rotary head. Any piece of equipment equal to or greater than these specifications will be considered.

# Specifications for 22' mid-mounted boom with 60" rotary head

It is the purpose of this specification to describe a 22' mid-mounted, hydraulically powered boom mower mounted on a tractor as specified for cutting grass and brush on roadsides and other areas that are not accessible to conventional mowing equipment. The unit bid shall be the manufacturer's current production model that meets or exceeds the following minimum specifications. Only a standard production machine can be bid on these specifications and a supplier will not be allowed to modify his standard production unit in order to meet these specifications.
The successful supplier must be an authorized dealer for the complete unit, tractor and mower.
The successful supplier must have parts and service facility within 50 miles of the purchasing agency.

## *BASIC FEATURES*

- 22' minimum horizontal reach.
- 19' 7" minimum vertical reach.
- 9' 7" below grade reach.
- Two section articulated boom.
- 60" rotary cutting head (specifications listed separately).

## *BOOM FEATURES & MOUNTING*

- Main Boom: 6" x 6" x ¼" wall structural tubing conforming to ASTM A-500 Gr. B (58,000 psi min tensile).
- Outer Boom: 5" x 5" x ¼" wall structural tubing conforming to ASTM A-500 Gr. B (58,000 psi min tensile).
- The main boom pivot points shall be reinforced with ¾" ASTM A-572 Gr. 50 (65,000 psi min tensile).
- Main pivot pins shall be constructed of 2" ETD 150 alloy steel bar (150,000 psi min tensile/32 Rc min).
- Each pin shall be supported by a pair of 3" hardened steel, greaseable Connex® bushings.

- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.
- The boom must swing hydraulically a minimum of 180° from front to rear utilizing a turret-style mechanism. The boom head shall be able to mow within inches of the front tire.
- The turret shall rotate on a 20" greaseable, slewing ring bearing by means of dual trunnion-style cylinders.
- The tilt mechanism shall feature four-bar linkage to allow for 215° mowing head rotation.

- The tractor mount kit shall feature a subframe spanning from the bolster to the mid-chassis on both sides.
- The subframe shall measure a minimum of 60" long and be constructed from ¾" hot-rolled steel plate.
- The mainframe which supports the turret will suspend from the subframe and two tubular, rear axle mounted rails.
- Torsional loading shall be minimized with a cross-brace between the tubular rails and the drawbar mount.
- No framework shall extend above or cross over the hood hindering the operator's line of sight.

- A minimum 2,400 lb counterweight shall be fastened to the mainframe opposite the boom.
- An additional 1,300 lb wheel weight shall be provided as standard equipment.
- A two-piece boom rest structure shall mount to the rear axle to support the weight of the boom in transport.

## *HYDRAULIC SYSTEM*

- Unit shall feature a self-contained hydraulic circuit for both mowing head and boom control.
- Mowing head circuit shall feature a gear-type pump rated at 30 gpm (52 hp) and 3,000 psi @ 2,200 rpm.
- Boom control circuit shall feature a gear-type pump rated at 12 gpm (21 hp) and 3,000 psi @ 2,200 rpm.
- The dual section pump shall be mounted to the front of the tractor and coupled to the engine crankshaft pulley.
- The driveline shall be constructed of 1" SAE 8620 CF allow steel with an external 1"-15 spline on either end.
- The driveline shall be carburized and hardened to Rc 60-62 to .030" deep.

- The hydraulic reservoir shall be front-mounted for improved operator visibility, safety, and operator access.
- The in-tank return filter shall be 10-micron with a 95-GPM full-flow with restriction gauge.
- The suction line filter shall be 100-mesh.
- The hydraulic system shall feature an oil-to-air cooler with integrated electric fan located beyond the reservoir.
- Reservoir shall feature visual indication of tank level and temperature to insure a 20 gallon working volume.
- Convenient access points for draining and cleaning the reservoir shall be provided.
- A heavy duty steel bumper shall provide frontal protection for the reservoir.

Exhibit A

### *HYDRAULIC SYSTEM (continued)*

- The cylinder control circuit shall feature a multi-section, electro-hydraulic, directional valve.
- The valve shall be open-center and provide section-specific pressure compensation.
- Valve shall allow a minimum of four functions to be operated simultaneously by joystick control.
- The swing, lift and dipper sections must feature individual work port relief valves for breakaway protection.
- The valve shall be mounted on the oil reservoir and protected by a hinged fiberglass cover.
- All high-pressure hydraulic hoses shall be of four-wire braid construction with a minimum SAE100R12 rating.

### *OPERATOR PROTECTION & SAFETY*

- The mower cutter head shall have a six-second emergency shut down engaged by the operator inside the cab.
- The boom controls shall feature a master ON/OFF switch for complete power shutdown.
- Cab units shall include Shields® Premier 3/8" thick right side replacement polycarbonate windows.
- The replacement windows shall feature Supercoat™ anti-abrasion coating with integrated UV protection.

### *OPTIONAL EQUIPMENT*

- Rotary head with hydraulic door, 5" diameter cut capacity and swivel hitch post. See specs for head .

### *WARRANTY*

There shall be a one year parts and labor warranty. . Only OEM parts may be used for warranty replacement.

### *PRODUCT LIABILITY INSURANCE*

Bidders must include a copy of mowing equipment manufacturer's Certificate of Insurance for Product Liability of at least $5,000,000 for the products subject to its bid. The insurance carrier is to be rated "A, VII" or higher by the A.M Best insurance rating service.

Exhibit A

# Bid Specifications
## 5'Rotary Head

It is the purpose of this specification to describe a heavy-duty 5 Foot Rotary Brush Cutter that is capable of cutting up to 5-inch diameter trees and brush.

### Deck:

Mounted on the boom the front door shall be hinged, hydraulically operated, and constructed of 10-gauge steel.
Cutting head width shall be 60".
The deck shall be constructed of 14-gauge steel.
The sides shall be constructed of double wall, 14-gauge and 10-gauge steel.
Reinforcements shall be 3/8" flat bar x frame.
Center section shall be ½" x 12" x 20".
The skid shoes shall be full-length and replaceable.

### Deck Rotation/Swivel

The deck shall have a rotation of 220-degrees being equipped with the swivel option.

### Spindle Design:

The spindle shall be 4-7/16" at largest diameter x 8-15/16" long, made of alloy steel and splined.
Tapered roller bearings with 2" I.D. top and 2-9/16" I.D. bottom in an oil bath shall be used.
The housing shall be a 1030 cast steel unibody.
The motor to spindle drive shall be a splined, direct drive and enclosed. This specifically excludes a chain or flexible coupling.

### Motor:

The motor shall be steel gear type, rated at 101-horsepower and direct coupled. The spindle RPM shall be 1240 RPM at 38 GPM from pump.

### Blades:

The blades shall be tempered steel 5/8" x 5" x 14-5/8", full-swinging (360-degrees) and double edged.
The blade bolts shall be heat-treated, 1-1/8" x 3", shouldered, grade 8 with castellated nut, lock washer and roll pin.

### Safety Shields:

The front shall be angled frame with metal, hinged shield.
The rear shield shall be a 3-ply rubber belting and full-length

Exhibit A
6 of 14

## Warranty:

Minimum one year parts and labor. Only OEM parts are to be used for replacement parts.

## Product Liability Insurance:

Bidders must include a copy of mowing equipment manufacturer's Certificate of Insurance for Product Liability of at least $5,000,000 for the products subject to its bid. The insurance carrier is to be rated "A, VII" or higher by the A.M Best insurance rating service.

Exhibit A

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Kubota

# M-SERIES UTILITY TRACTORS

## M6-101 and M6-111

### SALES FEATURES:

- Advanced styling, designed for rugged farm and utility work
- CRS 4 Cylinder Turbo Charged Diesel Engine with EGR Valve, low noise and vibration, meets Interim Tier IV EPA emissions regulations.
- Hydraulic shuttle 24F X 24R eight speed transmission fully synchro power shift main with three speed synchronized shift and wet clutch is standard
- Auto Four wheel drive (electro-hydraulic)
- Auto Four Wheel Braking
- 32F X 32R Creeper Transmission (Option) Utilizes standard HD/HDC Hyraulic shuttle 24F X 24R transmission
- Alternator 130 Amps (Standard)
- Work Kruise prevents drops in PTO speed
- Auto Mode provides maximize performance
- Available in four wheel drive only
- Live-Independent Electric ove Hydraulic 540 rpm/1000 PTO (Interchangeable shatt)
- Cat II, three point hitch with stabilizers and telescoping link ends
- Tilt-up one piece hood for easy maintenance
- Side Digital LCD panel for easy monitoring of travel speed and PTO RPM
- Fully adjustable air suspension seat with retractable seat belt,auto weight/height contrc
- ISO-mounted platform with suspended pedals
- Electric key shut off
- 2 Remotes Std. First Remote (SCD) self canceling detent, Second Float-Type (FD) all remotes stand.w/individual flow control
- Tilt/telescopic steering wheel

### IMPLEMENTS:

- LA1955 or LA1955E Loader
- 84" or 96" Quick Attach Bucket with Euro or Two Lever Attachment
- Bucket Tine Kit - 72" 8 Tines, 84" 9 Tines
- Quick Altach Euro/2-Lever Coupler, Standar
- Quick Attach Bale Spear
- Quick Attach Pallet Forks, 42" or 48"

### TRACTOR ACCESSORIES:

- Creep Speed - Cassette type
- 3rd/4th Rear Remote SCD/FD Valve w/Flow Control
- Front Mid-mount Cab work light kit (2)
- Drawbar Clevis (Standard/Drop Drawbar)
- 4.5" Drop Drawbar
- Right Fender Switch For 3-Point Hitch
- Plastic Front Fender Kit
- Grille Guard (Use w/0-12 Suitcase Weights)
- Front Suitcase Weights (1-12) 100 lbs. ea.
- Rear Wheel Weights
- Instruclors's Seat Kit
- Monitor Bracket
- 80" Wide Row Front Axle Kit
- Heavy Duty Melal Fuel Tank Guard PNF

### SAFETY EQUIPMENT/LIGHTING:

- Cab: 4 Post ROPS Certifide
- Parking Brake
- Retractable Seatbelt
- Safety Start Switches
- OPC Operator Presence Control on PTO, audible alarm
- 2 Head Lights
- 2 Front End Work Lights
- 2 Tail Lights
- 2 Safety Flashers with Turn Signals
- Electric Key and Manual Shut Off
- SMV Sign
- Trailer Electrical Outlet - 7 pin

### CAB FEATURES:

- Refer to Page Grand X Cab for Cab information.

### MODELS:

Cab:

- M6-101
- M6-111

Exhibit A

8 of 14

Specifications subject to change without notice.

| SPECIFICATIONS, CAPACITIES, DIMENSIONS AND WHEELS | | |
|---|---|---|
| M6-101 and M6-111 Utility Tractors | | |
| | M6-101 | M6-111 |
| | | |
| | | |
| | | |
| **ENGINE** | | |
| Make and Model | Kubota-V3800-CR-TIEF4 | |
| Type | Liquid Cooled, Meets Final Tier IV EPA Emission Regulations<br>4 Cylinder Multi-Valve (4-Valves) Diesel, Center Direct Injection, and Turbo-Charged<br>Fuel Injection system: CRS (Common Rail System) Electronic fuel injection<br>Exhaust after treatment (EGR, DPF, and SCR) | |
| Engine hp, gross | 104.5 hp @ 2600 rpm | 114.1 hp @ 2600 rpm |
| Engine hp, net | 97.1 hp @ 2600 rpm | 106.8 hp @ 2600 rpm |
| Engine hp, PTO | 82.0 hp @ 2600 rpm | 92.0 hp @ 2600 rpm |
| Maximum torque | 255.2 ft.- lbs. | 279.7 ft.-lbs. |
| Bore and Stroke | 3.94 in. x 4.72 in. | |
| Displacement | 230 cu. Inch | |
| Fuel per hour | .374lbs/HP-h | |
| Cylinder Block | Parent Bore (linerless) | |
| Fan | Fixed fan drive | |
| Air Cleaner Element | Dry Paper/Dual Element, Pre-Cleaner standard | |
| Cold Weather Start Aid | Automatic preheat with PTC (Positive Temperature Coefficient) intake heater | |
| Lubrication | Forced Lubrication | |
| Governor | Electronic type governor | |
| Injection pump | Electronic CRS (Common Rail System) | |
| Fuel filter system | 1-Spin on type fuel filter with water separator with manual drain cock | |
| Oil filter | Spin on oil filter | |
| Exhaust | DPF, SCR Under Hood Corner Post Vertical | DPF, SCR Under Hood Corner Post Vertical |
| Throttle | Hand and foot operated throttle | |
| **COOLING SYSTEM** | | |
| Radiator | Heavy duty pressurized radiator with recovery tank | |
| Water pump | Positive water pump | |
| **CAPACITIES** | | |
| Fuel Tank | 50.2 gal. | |
| Cooling System | 11.3 qt. | |
| Engine Oil | 11.3 qt. | |
| Transmission | 63.4 qt. (17.2 gal.) | |
| Front Axle | 7.2 qt. (Differential) plus 3.8 qt. (per each Bevel Gear Case) | |
| DEF | 16.8 qt. | |
| **AXLE LOAD RATINGS (Maximum)** | | |
| | | |
| Front Axle 4WD lbs | 6,610 lbs. @ 62.2" tread spacing (9,700 lbs. w/loader @ 62.2" tread spacing) | |
| Rear Axle lbs | 9,920 lbs. @ 60.2" tread spacing | |

Exhibit A
9 of 14

| SPECIFICATIONS, CAPACITIES, DIMENSIONS AND WHEELS | |
|---|---|
| **M6-101 and M6-111 Utility Tractors (Cont.)** | |
| **DRIVE TRAIN** | |
| Main Clutch | Wet Clutch Multi-plate |
| Clutch material | Metallic |
| Size | 5.24" X 7 outer diameter |
| Shuttle | Electric over hydraulic shuttle |
| Transmission | 24 Forward / 24 Reverse |
| | Microprocessor controlled Electro/Hydr-shuttle |
| Speeds | Main gear shift: 8 Speed Power Shift<br>Sub gear shift: 3 speed shift with button clutch<br>Cassette type creep speed adds 12F/12R speeds (Optional/Available on all models) |
| Differential Lock | Standard on rear axles |
| Final drive type | Inboard Planetary |
| Brakes | Hydraulically operated, Multi-Plate Wet Discs (Continuous oil flow from hydraulic system) |
| PTO System | Electro - Hydraulic Independent PTO, self modulating<br><br>540 rpm @ 2405 Eng. rpm, PTO shaft is 1 3/8" SAE 6 spline<br>1000 rpm @ 2389 engine rpm, PTO shaft is 1-3/8 SAE 21 spline |
| PTO Clutch | Multi-Plate wet clutch pack, features self-modulating engagement and self-activating brake |
| **FRONT AXLE** | **4 WHEEL DRIVE** |
| Steering | Hydrostatic Power Steering |
| Type | Pivoting |
| Tread spacing | Adjustable |
| **FRONT AXLE** | **4 WHEEL DRIVE** |
| Steering Angle | 50° Turning angle |
| Type | Cast Iron, Bevel Pinion Drive, with outboard planetary drive |
| Inter-axle Ratio | 1.376 |
| **HYDRAULIC SYSTEM** | |
| System Type | Gear Pumps / Pressure Compensated/Fixed Displacement |
| Pump Output Total | 34.8 gpm |
| Available hydraulic flow | 18.7 gpm @ 2773-2844 psi |
| Power steering | 16.1 gpm |
| Remote Valves | 4 Max (2 Standard) 1st Valve is Standard SCD (Self Canceling Detent) 2nd FD Float type |
| Set up sequence | 3rd or 4th optional SCD or FD (Float detent) |
| | (All Rear Remotes Standard With Indvidual Flow Control |
| **THREE POINT HITCH** | |
| 3-Point Hitch | Category II |
| Controls | Position with Draft and Mix Control |
| Draft type | Top link sensing |
| Right link adjustment | Crank type |
| Lift Arms | Extendible lower link ends, adjustable stabilizers for hitch arms. |
| Lift Capacity At lift points | 8,598 lbs. w/ lower links horizontal |
| 24" Behind lift points(ISO) | 5,732 lbs. (7,496 opt) |
| **DRAWBAR** | |
| | |
| Type | Swinging |
| | |

Exhibit A
10 of 14

| SPECIFICATIONS, CAPACITIES, DIMENSIONS AND WHEELS | | |
|---|---|---|
| **M6-101 and M6-111 Utility Tractors (Cont.)** | | |
| **ELECTRICAL** | **M6-101** | **M6-111** |
| System | 12 volt electrical system | |
| Battery | 12 volt battery 900 CCA | |
| Alternator | High Capacity 130 Amp Alternator | |
| **INSTRUMENTATION** | | |
| Gauges | Fuel level, Engine Temp., LCD | |
| Dash Panel | Indicator Lights for: 4WD engagement, Flasher / Turn Signals – Thermo Preheat System, PTO engagement<br>Indicator lights for Alternator charging, Engine oil pressure. | |
| | LCD Display: Speedometer mph or km/h, PTO RPM Speed, | |
| | Hourmeter displays up to 9999.9 hours, including 1/10 of an hour. | |
| | PTO Indicator light, PTO engaged the light is on | |
| | Four wheel drive Indicator Light, four wheel drive engaged the light is on | |
| **SAFETY EQUIPMENT AND LIGHTS** | | |
| | | |
| All Models | Certified ROPS Cab with retractable seat belt | |
| Head Lights | 2 Halogen Head Lights with High/Low Beam and 2 Halogen side lights | |
| | | |
| Work Lights | 2 Halogen Front Standard, 2 Halogen rear work lights | |
| Safety Flashers | 2 Front and 2 Rear Safety flashers with Turn Signals | |
| Switches | Safety start switches | |
| Parking | Park Brake | |
| SMV | Slow moving vehicle sign, standard | |
| Cab | Horn | |
| **DIMENSIONS** | | |
| Height Top of Cab | 109.8 in. | 111.8 in. |
| | | |
| Overall Length | 165.4 in. | |
| Overall Width, minimum | 82.7 in. | |
| Tread Width/front | 62.2 in / 66.1 in | |
| Tread Width/rear | 59.1 in - 81.1 in | |
| Wheelbase | 95.9 in. | |
| Crop Clearance | 17.7 in | 19.5 in. |
| Turning Radius with brake | 12.5 ft | |
| without brake | 16.1 ft | |
| w/o brake, w Bi-speed | 13.1 ft. | |
| | | |
| Weight | 9601 lbs. | 9788 lbs |
| **TOW RATING** | | |

Exhibit A

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## SPECIFICATIONS, CAPACITIES, DIMENSIONS AND WHEELS

### M6-101 and M6-111 Utility Tractors (Cont.)

### TIRE OPTIONS:

| M6-101 Utility Tractors (Cont.) | | M6-111 Utility Tractors (Cont.) |
|---|---|---|
| F-TIRE 12.4R24 R1 Titan Hi Trac Lug WAF<br>R-TIRE 18.4R30 R1 Titan Hi Pwr Lug Cast | | F-TIRE 12.4R24 R1 Titan Hi Trac Lug WAF<br>R-TIRE 18.4R30 R1 Titan Hi Pwr Lug Cast |
| F-TIRE 12.4-24 R1 Titan TruGrip Lug TL WAF<br>R-TIRE 18.4R30 R1 Titan Hi Pwr Lug TL Cst | | F-TIRE 12.4R24 R1 Titan Hi Trac Lug WAF<br>R-TIRE 18.4R30 R1 Titan Hi Trac Lug STL |
| F-TIRE 12.4R24 R1 Titan Hi Trac Lug WAF<br>R-TIRE 18.4R30 R1 Titan Hi Trac Lug STL | | F-TIRE 13.6-24 R1 Dyna Torque II TL WAF<br>R-TIRE 18.4-34 R1 F-Stone(SAT)II Cast |
| F-TIRE 13.6-24 R1 Dyna Torque II TL WAF<br>R-TIRE 18.4-34 R1 F-Stone(SAT)II Cast | | F-TIRE 13.6R24 R1 Titan Hi Trac Lug WAF<br>R-TIRE 18.4R34 R1 Titan Hi Trac Lug Cast |
| F-TIRE 13.6R24 R1 Titan Hi Trac Lug WAF<br>R-TIRE 18.4R34 R1 Titan Hi Trac Lug Cast | | F-TIRE 13.6-24 R1 Dyna Torque II TL WAF<br>R-TIRE 18.4-34 R1 Firestone (SAT)II Steel |
| F-TIRE 13.6-24 R1 Dyna Torque II TL WAF<br>R-TIRE 18.4-34 R1 Firestone (SAT)II Steel | | F-TIRE 13.6R24 R1 Titan Hi Trac Lug WAF<br>R-TIRE 18.4R34 R1 Titan Hi Trac Lug Steel |
| F-TIRE 13.6R24 R1 Titan Hi Trac Lug WAF<br>R-TIRE 18.4R34 R1 Titan Hi Trac Lug Steel | | F-TIRE 12.4-24 R1 Ttn TruGrip Lug TL WAF<br>R-TIRE 16.9-34 BIAS 6-PLY STEEL DISC |
| F-TIRE 12.4-24 R1 Ttn TruGrip Lug TL WAF<br>R-TIRE 16.9-34 BIAS 6-PLY STEEL DISC | | F-TIRE 12.4-24 R1 Ttn TruGrip Lug TL WAF<br>R-TIRE 16.9-34 R1 Trac Field & Rd Cast |
| F-TIRE 12.4-24 R1 Ttn TruGrip Lug TL WAF<br>R-TIRE 16.9-34 R1 Trac Field & Rd Cast | | |
| | | |
| | | |

### TRAVEL SPEED Chart for M6-101 and M6-111(MPH)(Standard Wheel and Tire)

**(at Rated Engine RPM)**

| Range | Main gear | M6-101 (18.4R34) | | M6-111 (18.4R34) | |
|---|---|---|---|---|---|
| | | Forward | Reverse | Forward | Reverse |
| Creep (if equipped) | 1 | 0.12 | 0.12 | 0.12 | 0.12 |
| | 2 | 0.14 | 0.14 | 0.15 | 0.15 |
| | 3 | 0.17 | 0.17 | 0.18 | 0.18 |
| | 4 | 0.20 | 0.20 | 0.22 | 0.22 |
| | 5 | 0.24 | 0.24 | 0.26 | 0.26 |
| | 6 | 0.29 | 0.30 | 0.31 | 0.32 |
| | 7 | 0.35 | 0.35 | 0.37 | 0.37 |
| | 8 | 0.42 | 0.42 | 0.45 | 0.45 |
| Low | 1 | 0.49 | 0.49 | 0.52 | 0.52 |
| | 2 | 0.59 | 0.60 | 0.63 | 0.64 |
| | 3 | 0.70 | 0.71 | 0.75 | 0.76 |
| | 4 | 0.85 | 0.86 | 0.91 | 0.92 |
| | 5 | 1.01 | 1.02 | 1.08 | 1.09 |
| | 6 | 1.24 | 1.25 | 1.32 | 1.33 |
| | 7 | 1.46 | 1.47 | 1.56 | 1.57 |
| | 8 | 1.77 | 1.79 | 1.89 | 1.91 |
| Med. | 1 | 2.06 | 2.07 | 2.20 | 2.22 |
| | 2 | 2.52 | 2.54 | 2.69 | 2.71 |
| | 3 | 2.97 | 3.00 | 3.17 | 3.20 |
| | 4 | 3.61 | 3.64 | 3.85 | 3.89 |
| | 5 | 4.28 | 4.31 | 4.57 | 4.61 |
| | 6 | 5.24 | 5.28 | 5.59 | 5.64 |
| | 7 | 6.18 | 6.23 | 6.60 | 6.66 |
| | 8 | 7.50 | 7.57 | 8.01 | 8.08 |
| High | 1 | 5.68 | 5.73 | 6.07 | 6.12 |
| | 2 | 6.95 | 7.01 | 7.43 | 7.49 |
| | 3 | 8.21 | 8.28 | 8.77 | 8.84 |
| | 4 | 9.96 | 10.05 | 10.64 | 10.73 |
| | 5 | 11.81 | 11.91 | 12.62 | 12.73 |
| | 6 | 14.46 | 14.59 | 15.45 | 15.58 |
| | 7 | 17.07 | 17.22 | 18.24 | 18.39 |
| | 8 | 20.72 | 20.90 | 22.14 | 22.33 |

* at rated rmp: 2600 rpm.

Exhibit A

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## KUBOTA M6-101 TRACTOR AVAILABLE WHEEL SPACING

| AMR 8514A 18.4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 3 | -2.34 | 60.014 | 79.31 |
| Position 4 | -0.34 | 64.014 | 83.31 |
| Position 5 | 0 34 | 65.386 | 84.69 |
| Position 6 | 0 84 | 66.386 | 85.69 |
| Position 7 | 5.22 | 75.134 | 94 43 |
| Position 8 | 7.22 | 79 134 | 98 43 |

| AMR8518A 18.4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 3 | -2.34 | 60.014 | 79.31 |
| Position 4 | -0.34 | 64.014 | 83.31 |
| Position 5 | 0 34 | 65.386 | 84.69 |
| Position 6 | 0 84 | 66.386 | 85.69 |
| Position 7 | 5 22 | 75.134 | 94 43 |
| Position 8 | 7 22 | 79.134 | 98 43 |

| AMR8531 18 4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 3 | -2.38 | 59.95 | 79.05 |
| Position 4 | -2.00 | 60.7 | 79.8 |
| Position 5 | 2.00 | 68 70 | 87.8 |
| Position 6 | 2 00 | 68 70 | 87 8 |
| Position 7 | 6.00 | 76.70 | 95.8 |
| Position 8 | 6.38 | 77.45 | 96.55 |

| AMR9246C 18 4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -1 77 | 61 16 | 79.56 |
| Position 5 | 1 77 | 68.24 | 86.64 |
| Position 6 | 2 27 | 69.24 | 87.64 |
| Position 7 | 5 73 | 76 16 | 94.56 |
| Position 8 | 7.73 | 80.16 | 98.56 |

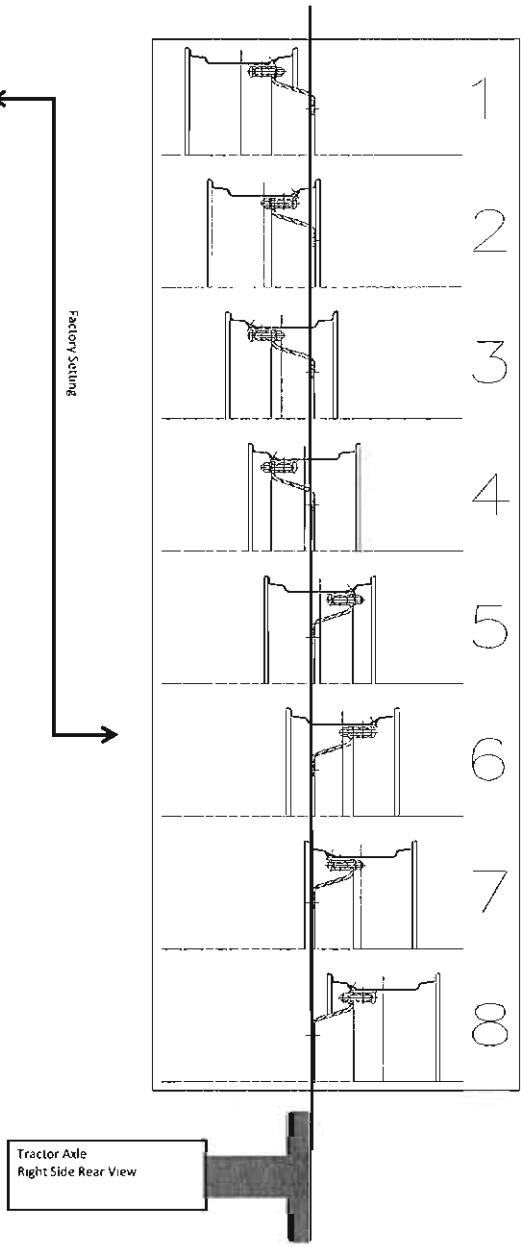
| AMR9256B 18.4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -2.03 | 60.65 | 79 4 |
| Position 5 | 2 03 | 68.75 | 87 5 |
| Position 6 | 2.53 | 69.75 | 88.5 |
| Position 7 | 5 48 | 75.65 | 94.4 |
| Position 8 | 7.48 | 79.65 | 98 4 |

| AMR9244D 18.4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Postion 4 | -1.23 | 62.24 | 80.64 |
| Position 5 | 1 23 | 67.16 | 85.56 |
| Position 6 | 4.77 | 74.24 | 92.64 |
| Position 7 | 3 23 | 71.16 | 89.56 |
| Position 8 | 7.15 | 78.99 | 97.39 |

| AMR9254B 18 4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -1.23 | 62.24 | 80.64 |
| Position 5 | 1.23 | 67.16 | 85.56 |
| Position 6 | 4.77 | 74.24 | 92.64 |
| Position 7 | 3.23 | 71.16 | 89.56 |
| Position 8 | 7.15 | 78.99 | 97.39 |

| AMR9257 18.4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -1 23 | 62.24 | 79 14 |
| Position 5 | 1.23 | 67.16 | 84.06 |
| Position 6 | 4.77 | 74.24 | 91.14 |
| Position 7 | 3.23 | 71.16 | 88.06 |
| Position 8 | 7.15 | 78.99 | 95.89 |

| AMR9258 18 4R30 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -1 77 | 61.16 | 78.06 |
| Position 5 | 1 77 | 68.24 | 85 14 |
| Position 6 | 2.27 | 69.24 | 86.14 |
| Position 7 | 5 73 | 76 16 | 93.06 |
| Position 8 | 7.73 | 80 16 | 97.06 |




NOTE! Postions shown are only positions available.

Exhibit A

13 of 14

## KUBOTA M6-111 TRACTOR AVAILABLE WHEEL SPACING

| AMR9256B 18 4R34 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -2.03 | 60.65 | 79 40 |
| Position 5 | 2.03 | 68.75 | 87.50 |
| Position 6 | 2.53 | 69 75 | 88 50 |
| Position 7 | 5 48 | 75.65 | 94 40 |
| Position 8 | 7.48 | 79.65 | 98 40 |

| AMR9254B 18.4R34 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -1 23 | 62.24 | 80.99 |
| Position 5 | 1 23 | 67.16 | 85.91 |
| Position 6 | 4 77 | 74.24 | 92.99 |
| Position 7 | 3 23 | 71.16 | 89.91 |
| Position 8 | 7 15 | 78.99 | 97 74 |

| AMR9244D 18.4R34 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 5 | 1 23 | 63.06 | 81.46 |
| Position 6 | 4 77 | 70 14 | 88.54 |
| Position 7 | 3.23 | 67.06 | 85.46 |
| Position 8 | 7.15 | 74 89 | 93.29 |

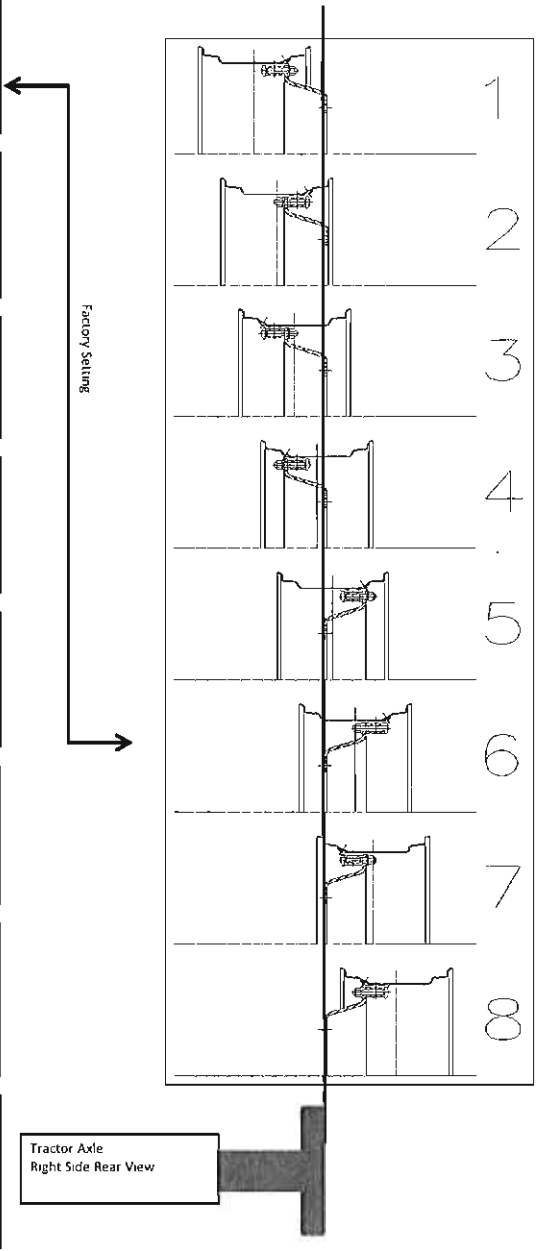
| AMR9246C 18 4R34 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -1.77 | 61.16 | 79.56 |
| Position 5 | 1.77 | 68.24 | 86.64 |
| Position 6 | 2.27 | 69 24 | 87 64 |
| Position 7 | 5.73 | 76 16 | 94.56 |
| Position 8 | 7.73 | 80.16 | 98 56 |

| AMR9257 18.4R34 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -1 23 | 62 24 | 79.14 |
| Position 5 | 1.23 | 67.16 | 84.06 |
| Position 6 | 4.77 | 74.24 | 91.14 |
| Position 7 | 3.23 | 71 16 | 88.06 |
| Position 8 | 7.15 | 78.99 | 95.89 |

| AMR9258 18 4R34 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 4 | -1 77 | 61.16 | 78.06 |
| Position 5 | 1 77 | 68 24 | 85 14 |
| Position 6 | 2.27 | 69.24 | 86.14 |
| Position 7 | 5.73 | 76.16 | 93.06 |
| Position 8 | 7 73 | 80 16 | 97 06 |

| AMR8531 18.4R34 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 3 | -2.38 | 59.95 | 79.05 |
| Position 4 | -2.00 | 60 7 | 79.8 |
| Position 5 | 2.00 | 68.70 | 87.8 |
| Position 6 | 2.00 | 68.70 | 87.8 |
| Position 7 | 6 00 | 76.70 | 95.8 |
| Position 8 | 6.38 | 77.45 | 96.55 |

| AMR8514A 18.4R34 | Wheel offset | Center to Center | Overall Width |
|---|---|---|---|
| Position 3 | -2.34 | 60.014 | 79.314 |
| Position 4 | -0.34 | 64.014 | 83.314 |
| Position 5 | 0.34 | 65.39 | 84 686 |
| Position 6 | 0 84 | 66.39 | 85.686 |
| Position 7 | 5 22 | 75 13 | 94.434 |
| Position 8 | 7.22 | 79 13 | 98 434 |




NOTE! Postions shown are only positions available.

Exhibit A
14 of 14

Specifications subject to change without notice.
May 24, 2017

EXHIBIT B

# Invoice

**Date:**

*Name of Company:*

*Address & Zip:*

*Telephone No.:*

*Fax No.:*

**Project Name:** _____

**Invoice No.** _____

**Purchase Order No:** _____

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

_____
Signature

_____
Printed Name

# EXHIBIT C
# INSURANCE COVERAGES

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

# EXHIBIT D

**AFFIDAVIT**

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

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

2. I am now and at all times relevant herein have been employed by MacAllister Machinery (the "Employer") in the position of Sales Coordinator.

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 28th day of January, 2020.

Cindy Stockton

Printed: Cindy Stockton

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.

Cindy Stockton

Printed: Cindy Stockton

# City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972



PURCHASE ORDER NUMBER
103719

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 |
|---|---|---|---|---|
| 1/22/2020 | | | 00351502 | Lease = 0 |

*VENDOR*
**MACALLISTER MACHINERY CO INC**
**MACALLISTER RENTALS**
**DEPT 78731 PO BOX 78000**
**DETROIT, MI 48278--0731**

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

| PURCHASE ID | BLANKET | CONTRACT | PAYMENT TERMS | FREIGHT |
|---|---|---|---|---|
| 43721 | | | | |

| QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| 1 | Each | 2020 Tractor | $135,100.00 | $135,100.00 |
| | | | Sub Total | $135,100.00 |

*Department:* **1206** *Fund:* **0** **Capital Lease Fund**
*Account:* **44-650.01**

*Send Invoice To:*
**Street Department**

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

## PLEASE INVOICE IN DUPLICATE

| DEPARTMENT | ACCOUNT | PROJECT | PROJECT ACCOUNT | AMOUNT |
|---|---|---|---|---|
| | | | | $135,100.00 |

**SHIPPING INSTRUCTIONS**
*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABE
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 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 — Dave Huffman — Dave Huffman
TITLE — Director — Director

CONTROL NO. 103719

# City of Carmel Project 16-ENG-05
# 96th Street and Keystone Parkway

## CHANGE ORDER # 11

The purpose of this change order is to address the additional costs to the contract due to Construction Change No.10 and due to a change in the pavement section on Keystone Parkway south of 96th Street. See the attachments for more information.

| | |
|---|---|
| Contract Price prior to this Change Order | $30,717,554.72 |
| Contract Price will be increased/decreased by this Change Order | ($404,170.92) |
| New Contract Price including this Change Order | $30,313,383.80 |

| | Amount | Adjusted Contract Price | Cumulative % Change from Original Contract |
|---|---|---|---|
| Original Contract | $28,793,000.00 | $28,793,000.00 | N/A |
| CO 01 | $25,843.67 | $28,818,843.67 | 0.09% |
| CO 02 | $3,481.80 | $28,822,325.47 | 0.10% |
| CO 03 | $0.00 | $28,822,325.47 | 0.10% |
| CO 04 | $46,996.32 | $28,869,321.79 | 0.26% |
| CO 05 | ($172,023.87) | $28,697,297.92 | -0.33% |
| CO 06 | $68,110.98 | $28,765,408.90 | -0.10% |
| CO 07 | $164,830.51 | $28,930,239.41 | 0.47% |
| CO 08 | $1,300,000.00 | $30,230,239.41 | 4.77% |
| CO 09 | $235,881.10 | $30,466,120.51 | 5.55% |
| CO 10 | $251,434.21 | $30,717,554.72 | 6.36% |
| CO 11 | ($404,170.92) | $30,313,383.80 | 5.03% |
| | | | |

TO:

CITY OF CARMEL
CONTRACT CHANGE ORDER NO.: 11
DATE: 1/8/2020
PROJECT NAME: 16-ENG-05
CITY REQ. NO.:
CITY PO NO.:
CITY PO DATE:

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

The purpose of this change order is to address the additional costs to the contract due to Construction Change No.16 and due to a change in the pavement section on Keystone Parkway south of 96th Street. See the attachments for more information.

| ITEM | AMOUNT | SCHEDULED ADJUSTMENT (+) OR (-) DAYS |
|---|---|---|
| *See the attachment | [illegible] | |

II. The following referenced Documents further describe the changes outlined in Paragraph I. and are to be considered a part of this Change Order: R.F.P.: _____ W.D.C. No.: _____
Other: _____

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

| | | |
|---|---|---|
| Contract Price prior to this Change Order | $ | 30,717,554.72 |
| Contract Price will be increased/decreased by this Change Order | $ | [illegible] |
| New Contract Price including this Change Order | $ | 30,313,383.80 |

Contract Time Prior to this Change Order _____ Days 5/31/2019 Completion Date
Net increased/decreased resulting from this Change Order 0 Days
Current Contract Time including this Change Order 0 Days 5/31/2019 Completion Date

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

| The Above Changes Are Recommended | The Above Changes Are Accepted: | Approved: |
|---|---|---|
| American Structurepoint Inc. | Rieth-Riley Construction Co. Inc | |
| ENGINEER | CONTRACTOR | James Brainard, Mayor |
| 7260 Shadeland Station | Indianapolis, IN 46221 | |
| Address | Address | Mary Ann Burke, Member |
| | | Lori Watson, Member |
| Indianapolis, IN 4626 | Indianapolis, IN 46221 | |
| City/State/Zip | City/State/Zip | Jeremy Kashman, PE, City Engineer |
| By: | By: | ATTEST: |
| Phone: (317) 401-0263 | Phone: (317) 518-2500 | |
| | | SUE WOLFGANG, CITY CLERK |
| Date: 1/10/2020 | Date: January 8, 2020 | Date: |

Version 2016-08-31

AR-6

# American Structurepoint, Inc.

## Change Order Details

### 96th Street and Keystone Parkway

**Description:** 16-ENG-05
Construction of a roundabout interchange at the intersection of 96th Street and Keystone Parkway, including the reconstruction of Keystone Parkway from I-465 to 98th Street, and reconstruction of 96th Street from Haverstick Road to Enterprise Drive. The Project includes new construction of a twospan bridge over 96th Street.

**Change Order:** 11 **Date Created:** 01/08/2020

**Status:** Pending Approval **Date Approved:**

**Type:** Changed Conditions

**Summary:** Construction Change 10 and Paving Section Change South of 96th Street

**Change Order Description:**

In the Fall of 2018, Carmel and Rieth-Riley began discussions with Dreyer-Reinbold Mini Cooper regarding the impact of project construction beyond the R/W. Rieth-Riley would require additional room along the eastern edge of the Dreyer-Reinbold property in order to construct the planned Modular Block Wall. In conjunction with the wall construction, it was discovered that there were IPL poles within the R/W that needed to be moved to the west. IPL remarked that they did not have enough space to set the new poles without impeding on the Dreyer-Reinbold parking lot.

It was decided that Rieth-Riley would need an additional 35 feet to the west of the R/W in order to construct the retaining wall. The Dreyer-Reinbold lot contained several light poles that would need to be removed and replaced, existing asphalt pavement that would be removed/replaced, and additional concrete curb to be constructed along the east edge of the lot. The cost to perform all of this additional work was projected to be nearly $50,000. In early February 2019, Rieth-Riley proposed an alternative plan to eliminate the modular block wall at this location. Rieth-Riley contended that extending the moment slab and FT railing, and possibly adding a paved side ditch behind the railing, would be sufficient to hold the slope. This proved to be a much more cost effective solution. These changes were incorporated into the plans by CHA with the issuance of Construction Change No. 10 on February 20, 2019.

Per the original contract, the pavement on Keystone Parkway south of 96th Street and the south ramps was to be PCCP pavement. Conversations were held at Progress Meetings in late 2018 regarding possibly changing the PCCP pavement to an HMA pavement. On January 9, 2019, Rieth-Riley officially submitted a proposal to change the paving section on Keystone Parkway, south of 96th Street, to HMA pavement. This would prove to be a cost savings to the project as well as a chance to accelerate the project schedule. On February 7, 2019, Rieth-Riley was notified that City of Carmel was in agreement with the proposal to change the PCCP pavement to HMA pavement on Keystone Parkway south of 96th Street, including the south ramps.

| | |
|---|---|
| **Awarded Project Amount:** | $28,793,000.00 |
| **Authorized Project Amount:** | $30,717,554.72 |
| **Change Order Amount:** | -$404,170.92 |
| **Revised Project Amount:** | $30,313,383.80 |

## Increases/Decreases

| Line Number | Item | Unit | Unit Price | Current | | Change | | Revised | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| **Section: 1 - 801-08400** | | | | | | | | | |
| **0170** | 17 | CYS | $14.500 | 54,920.00 | $796,340.00 | -1,160.00 | -$16,820.00 | 53,760.00 | $779,520.00 |
| EXCAVATION, COMMON | | | | | | | | | |
| **0180** | 18 | CYS | $15.000 | 32,250.00 | $483,750.00 | 1,255.00 | $18,825.00 | 33,505.00 | $502,575.00 |
| BORROW | | | | | | | | | |
| **0200** | 20 | TON | $30.000 | 195.00 | $5,850.00 | -1.00 | -$30.00 | 194.00 | $5,820.00 |
| TEMPORARY CHECK DAM, REVETMENT RIPRAP | | | | | | | | | |
| **0300** | 30 | SYS | $11.000 | 86,821.00 | $955,031.00 | -505.00 | -$5,555.00 | 86,316.00 | $949,476.00 |
| SUBGRADE TREATMENT, TYPE IC | | | | | | | | | |
| **0310** | 31 | CYS | $26.000 | 19,137.00 | $497,562.00 | -352.00 | -$9,152.00 | 18,785.00 | $488,410.00 |
| B BORROW | | | | | | | | | |
| **0340** | 34 | CYS | $26.000 | 33,078.00 | $860,028.00 | -677.00 | -$17,602.00 | 32,401.00 | $842,426.00 |
| STRUCTURE BACKFILL, TYPE 3 | | | | | | | | | |
| **0370** | 37 | TON | $18.000 | 5,811.00 | $104,598.00 | -176.00 | -$3,168.00 | 5,635.00 | $101,430.00 |
| COMPACTED AGGREGATE NO. 53 BASE | | | | | | | | | |
| **0380** | 38 | CYS | $48.350 | 8,888.00 | $429,734.80 | -8,404.50 | -$406,357.57 | 483.50 | $23,377.23 |
| SUBBASE FOR PCCP | | | | | | | | | |
| **0440** | 44 | TON | $59.100 | 7,409.00 | $437,871.90 | 2,958.00 | $174,817.80 | 10,367.00 | $612,689.70 |
| HMA, 4, 76, INTERMEDIATE, 19.0 mm | | | | | | | | | |
| **0450** | 45 | TON | $50.630 | 11,126.00 | $563,309.38 | 4,141.00 | $209,658.83 | 15,267.00 | $772,968.21 |
| HMA, 4, 64, BASE, 25.0 mm | | | | | | | | | |
| **0460** | 46 | TON | $52.880 | 9,377.00 | $495,855.76 | 3,765.00 | $199,093.20 | 13,142.00 | $694,948.96 |
| HMA, 5, 76, INTERMEDIATE, OG 19.0 mm | | | | | | | | | |
| **0470** | 47 | TON | $52.460 | 11,984.00 | $628,680.64 | 5,916.00 | $310,353.36 | 17,900.00 | $939,034.00 |
| HMA, 4, 64, BASE, 19.0 mm | | | | | | | | | |
| **0480** | 48 | LFT | $0.270 | 23,352.00 | $6,305.04 | 12,100.00 | $3,267.00 | 35,452.00 | $9,572.04 |
| JOINT ADHESIVE, SURFACE | | | | | | | | | |
| **0490** | 49 | LFT | $0.360 | 23,352.00 | $8,406.72 | 12,100.00 | $4,356.00 | 35,452.00 | $12,762.72 |
| JOINT ADHESIVE, INTERMEDIATE | | | | | | | | | |

| Line Number | Item | Unit | Unit Price | Current | | Change | | Revised | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| **0500** | 50 | LFT | $0.100 | 23,352.00 | $2,335.20 | 12,100.00 | $1,210.00 | 35,452.00 | $3,545.20 |
| LIQUID ASPHALT SEALANT | | | | | | | | | |
| **0520** | 52 | TON | $0.010 | 46.00 | $0.46 | 18.00 | $0.18 | 64.00 | $0.64 |
| ASPHALT FOR TACK COAT | | | | | | | | | |
| **0530** | 53 | TON | $350.000 | 52.00 | $18,200.00 | 20.00 | $7,000.00 | 72.00 | $25,200.00 |
| BASE SEAL | | | | | | | | | |
| **0540** | 54 | LS | $5,011.910 | 1.00 | $5,011.91 | -1.00 | -$5,011.91 | 0.00 | $0.00 |
| PROFILOGRAPH PCCP | | | | | | | | | |
| **0550** | 55 | SYS | $40.160 | 23,444.00 | $941,511.04 | -21,347.00 | -$857,295.52 | 2,097.00 | $84,215.52 |
| PCCP, 9.5 IN. | | | | | | | | | |
| **0590** | 59 | LFT | $10.680 | 16,053.00 | $171,446.04 | -11,366.00 | -$121,388.88 | 4,687.00 | $50,057.16 |
| D-1 CONTRACTION JOINT | | | | | | | | | |
| **0600** | 60 | LFT | $182.720 | 24.00 | $4,385.28 | 24.00 | $4,385.28 | 48.00 | $8,770.56 |
| TERMINAL JOINT | | | | | | | | | |
| **0610** | 61 | LFT | $189.570 | 127.00 | $24,075.39 | -127.00 | -$24,075.39 | 0.00 | $0.00 |
| TERMINAL JOINT, MODIFIED 4' WIDE | | | | | | | | | |
| **0700** | 70 | LFT | $18.000 | 2,283.00 | $41,094.00 | -357.00 | -$6,426.00 | 1,926.00 | $34,668.00 |
| GUARDRAIL, W-BEAM, 6 FT 3 IN. SPACING | | | | | | | | | |
| **0720** | 72 | EACH | $28.750 | 438.00 | $12,592.50 | 10.00 | $287.50 | 448.00 | $12,880.00 |
| BARRIER, DELINEATOR | | | | | | | | | |
| **0800** | 80 | LFT | $166.000 | 634.00 | $105,244.00 | -269.00 | -$44,654.00 | 365.00 | $60,590.00 |
| HAND RAIL, PEDESTRIAN | | | | | | | | | |
| **0810** | 81 | LFT | $13.040 | 859.00 | $11,201.36 | -858.00 | -$11,188.32 | 1.00 | $13.04 |
| CURB, CONCRETE B | | | | | | | | | |
| **0870** | 87 | LFT | $25.210 | 1,076.00 | $27,125.96 | 511.00 | $12,882.31 | 1,587.00 | $40,008.27 |
| CURB AND GUTTER, ROLL CURB | | | | | | | | | |
| **0880** | 88 | LFT | $7.260 | 200.00 | $1,452.00 | -200.00 | -$1,452.00 | 0.00 | $0.00 |
| MILLED PCCP CORRUGATIONS | | | | | | | | | |
| **0990** | 99 | SYS | $1.500 | 4,702.00 | $7,053.00 | -570.00 | -$855.00 | 4,132.00 | $6,198.00 |
| GEOTEXTILES | | | | | | | | | |
| **1000** | 100 | TON | $28.000 | 2,370.00 | $66,360.00 | -500.00 | -$14,000.00 | 1,870.00 | $52,360.00 |
| RIPRAP, REVETMENT | | | | | | | | | |
| **1220** | 122 | LBS | $0.840 | 622,126.00 | $522,585.84 | 14,320.00 | $12,028.80 | 636,446.00 | $534,614.64 |
| REINFORCING BARS, EPOXY COATED | | | | | | | | | |
| **1250** | 125 | SYS | $89.330 | 7,397.00 | $660,774.01 | 457.00 | $40,823.81 | 7,854.00 | $701,597.82 |
| REINFORCED CONCRETE MOMENT SLAB, 12 IN. | | | | | | | | | |
| **1270** | 127 | LFT | $64.860 | 6,239.00 | $404,661.54 | 358.00 | $23,219.88 | 6,597.00 | $427,881.42 |
| RAILING, CONCRETE FT, MODIFIED | | | | | | | | | |

| Line Number | Item | Unit | Unit Price | Current | | Change | | Revised | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| 1650 | 165 | CYS | $38.000 | 3,516.00 | $133,608.00 | 112.00 | $4,294.00 | 3,629.00 | $137,902.00 |
| AGGREGATE FOR UNDERDRAINS | | | | | | | | | |
| 2050 | 205 | CYS | $104.870 | 145.00 | $15,206.15 | -37.70 | -$3,953.60 | 107.30 | $11,252.55 |
| AGGREGATE FOR DRAINAGE FILL | | | | | | | | | |
| 2070 | 207 | SFT | $12.550 | 3,923.00 | $49,233.65 | -2,274.00 | -$28,538.70 | 1,649.00 | $20,694.95 |
| MODULAR BLOCK WALL ERECTION | | | | | | | | | |
| 2080 | 208 | SFT | $10.020 | 2,274.00 | $22,785.48 | -2,274.00 | -$22,785.48 | 0.00 | $0.00 |
| MODULAR BLOCK WALL WITH GROUND REINFORCEMENT | | | | | | | | | |
| 3160 | 316 | TON | $88.980 | 2,815.00 | $250,478.70 | 1,775.00 | $157,939.50 | 4,590.00 | $408,418.20 |
| HMA 4.76, SURFACE, 9.5 mm - SMA | | | | | | | | | |
| 3200 | 320 | SFT | $4.000 | 131,039.00 | $524,156.00 | 2,921.00 | $11,696.00 | 133,960.00 | $535,852.00 |
| MASONRY COATING, 96TH STREET AT KEYSTONE PARKWAY | | | | | | | | | |
| (39 Items) | | | Totals | | $10,295,900.75 | | -$404,170.92 | | $9,891,729.83 |

Recommended for Processing:

1/15/2020

**Resident Project Representative** **Date**

January 8, 2020

**Contractor** David Dankert, Area Manager **Date**

**Owner** **Date**

**Change Order No.11 -- Const. Change 10 and PCCP to HMA Pavement**

*Construction Change 10:*

| | | | | | |
|---|---|---|---|---|---|
| 0017 | Excavation, Common | $14.50 | -1,160.00 | CYS | -$16,820.00 |
| 0020 | Temporary Check Dam Revetment Riprap | $30.00 | -1.00 | TON | -$30.00 |
| 0030 | Subgrade Treatment, Type IC | $11.00 | -505.00 | SYS | -$5,555.00 |
| 0031 | B Borrow | $26.00 | -352.00 | CYS | -$9,152.00 |
| 0034 | Structure Backfill, Type 3 | $26.00 | -677.00 | CYS | -$17,602.00 |
| 0037 | Compacted Aggregate No. 53 Base | $18.00 | -176.00 | TON | -$3,168.00 |
| 0070 | Guardrail, W-Beam, 6ft 3in spacing | $18.00 | -357.00 | LFT | -$6,426.00 |
| 0080 | Hand Rail, Pedestrian | $166.00 | -269.00 | LFT | -$44,654.00 |
| 0081 | Curb, Concrete B | $13.04 | -357.00 | LFT | -$4,655.28 |
| 0099 | Geotextiles | $1.50 | -570.00 | SYS | -$855.00 |
| 0100 | Riprap, Revetment | $28.00 | -500.00 | TON | -$14,000.00 |
| 0205 | Aggregate for Drainage Fill | $104.87 | -37.70 | CYS | -$3,953.60 |
| 0207 | Modular Block Wall Erection | $12.55 | -2,274.00 | LFT | -$28,538.70 |
| 0208 | Modular Block Wall with Ground Reinforcement | $10.02 | -2,274.00 | LFT | -$22,785.48 |

**Subtotal Construction Change 10:** -$67,020.07

*PCCP to HMA Pavement :*

| | | | | | |
|---|---|---|---|---|---|
| 0038 | Subbase for PCCP | $48.35 | -8,404.50 | CYS | -$406,357.58 |
| 0054 | Profilograph PCCP | $5,011.91 | -1.00 | LS | -$5,011.91 |
| 0055 | PCCP, 9.5in. | $40.16 | -21,347.00 | SYS | -$857,295.52 |
| 0061 | Terminal Joint, Modified 4' Wide | $189.57 | -127.00 | LFT | -$24,075.39 |
| 0059 | D-1 Contraction Joints | $10.68 | -11,366.00 | LFT | -$121,388.88 |
| 0081 | Curb, Concrete B | $13.04 | -501.00 | LFT | -$6,533.04 |
| 0088 | Milled PCCP Corrugations | $7.26 | -200.00 | LFT | -$1,452.00 |

**Subtotal PCCP to HMA Pavement:** -$337,150.86

**TOTAL for Change Order No.11 = -$404,170.92**

February 20th, 2019

Mr. Chris Ogg
Assistant City Engineer
City of Carmel
One Civil Square
Carmel, IN 46032

**RE: 96th Street at Keystone Parkway – Construction Change No. 10**
**Project No. 16-ENG-05**

Chris:

Attached is proposed Construction Change No. 10 for your review and approval. Once approved, please provide Construction Change No. 10 to Rieth Riley.

The changes are to extend the FT railing and moment slab along Keystone Pkwy to Sta. 375+00. With this change, the Modular Block Wall #9 has been eliminated and a paved side ditch has been added to the backside of the FT railing. The grading behind the FT railing had been minimized to use 4:1 slopes around the paved side ditch. The 4:1 slopes are proposed to have revetment riprap to tie into the existing revetment riprap on the backslope. The limits of the form liner on the FT railing have also been modified due to a portion of the railing being buried and installation of the paved side ditch behind the railing. A note has been added to the plans with the station range of the exclusion of the form liner.

Using Rieth Riley's bid prices, the estimated construction cost for Construction Change No. 10 is a decrease of $74,517.74.

Please contact me if there are questions or comments at 317-780-7178 or sstroebel@chacompanies.com.

Sincerely,

**CHA Consulting, Inc.**

Samantha Stroebel

Samantha J. Stroebel, P.E.

Attachments:

- Construction Change No. 10 Cost Estimate
- Construction Change No. 10 Revised Roadway Plans

## Klass, Nicole

**From:** Ogg, Chris <cogg@carmel.in.gov>
**Sent:** Thursday, February 21, 2019 10:50 AM
**To:** Conarroe, Tim
**Cc:** Schultz, Chris; Stroebel, Samantha; Klass, Nicole
**Subject:** RE: City of Carmel Project No 16-ENG-05 96th Street at Keystone Parkway: Construction Change No. 10

Tim,

I have no comments on this construction change. If you are ok with it, go ahead and issue it to RR

Thanks

**Chris Ogg, PE**
Assistant City Engineer
Carmel Engineering Department
One Civic Square
Carmel IN 46032
O 317 571.2436
C 317 945 7777
cogg@carmel.in.gov

Please consider the environment before printing this e-mail

**From:** Stroebel, Samantha [mailto:SStroebel@chacompanies.com]
**Sent:** Wednesday, February 20, 2019 6:54 PM
**To:** Ogg, Chris
**Cc:** Schultz, Chris; Conarroe, Tim
**Subject:** City of Carmel Project No 16-ENG-05 96th Street at Keystone Parkway: Construction Change No. 10

****** This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. ******

Chris O,

Two files have been posted for your review for the following project:

- Project Name: 96th Street and Keystone Parkway
- City of Carmel Project No.: 16-ENG-05
- Submittal Type: Construction Change No. 10

The changes in Construction Change No. 10 are to extend the FT railing and moment slab along Keystone Pkwy to Sta. 375+00. With this change, the Modular Block Wall #9 has been eliminated and a paved side ditch has been added to the backside of the FT railing. The grading behind the FT railing had been minimized to use 4:1 slopes around the paved side ditch. The 4:1 slopes are proposed to have revetment riprap to tie into the existing revetment riprap on the backslope. The limits of the form liner on the FT railing have also been modified due to a portion of the railing being buried and installation of the paved side ditch behind the railing. A note has been added to the plans with the station range of the exclusion of the form liner.

This submittal has been made to the Share File Site:

- https://structurepoint.sharefile.com/app/#/home/shared
- Carmel Program Management -> 2016 Bond Projects -> 2016 COIT Bond Program -> 96th Street and Keystone Parkway Interchange construction -> Z Submittals -> 16-ENG-05_2019.02.20_Construction Change No. 10

Please let me know if there are any questions or comments on this construction change.

Thank you,

**Samantha J. Stroebel**, P.E.*
Project Engineer IV
CHA
Office (317) 786-0461 x178
Direct (317) 780-7178
*IN

Email secured by Check Point

RIETH-RILEY CONSTRUCTION CO., INC.
100% Quality • 100% Employee Owned • Over 100 Years

January 9th, 2019

Tim Conarroe
Project Engineer
American Structurepoint Inc.
7260 Shadeland Station
Indianapolis, IN 46256

**Sent Via Email: TConarroe@structurepoint.com**

**Contract: 16-ENG-05,96th St. and Keystone Parkway**

**RE: Proposal to Replace PCCP with Asphalt**

Tim,

In response to prior discussions, Rieth-Riley is proposing to eliminate all the 9.5IN PCCP from Station 373+30 up to the approach slab for the bridge; this includes all the PCCP on the south ramps. This change will eliminate the need for the following items: Subbase for PCCP, Profilograph PCCP, D-1 Contraction Joints (partial), Terminal Joints. In place of the PCCP, Rieth-Riley will utilize the same pavement section that is on Mainline Keystone and NWR/NER on the north side of the bridge.

Through this change, the City of Carmel will save approximately $300k (using existing pay items) on the contract. Attached to this letter is a spreadsheet showing the cost difference between concrete and asphalt. Aside from the cost savings, making this change will aid in accelerating the overall project schedule.

The only PCCP that will be performed as shown in the contract drawings is the section that extends under the bridge on the south end of the project (361+05 – 369+90).

Let me know if you have any questions regarding this proposal.

Thanks,

*Tyler Joseph*
Tyler Joseph
Project Manager
Rieth-Riley Construction Co., Inc.
Cell: (419)-966-4890

| ITEM | PR-E NB | PR-E SB | SER | SWR | SR | TOTAL | UNITS | UNIT COST | TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|
| 55 PCCP 9 5IN (SYS) | 6311 | 5557 | 3475 | 1714 | 4454 | 21511 | SYS | $ 40 16 | $ 863,881 76 |
| 38· Subbase for PCCP (CYS) | 2600 | 3394 | 869 | 1113 | 428 | 8404 | CYS | $ 48.35 | $ 406,333 40 |
| 54 Profilograph PCCP | | | | | | | | $ 5,011 91 | $ 5,011 91 |
| 59 D 1 Contraction Joint (LFT) | 3220 | 2874 | 1874 | 1036 | 2454 | 11458 | LFT | $ 10 68 | $ 122,371 44 |
| 61 Terminal Joint, Modified 4' Wide (LFT) | | | | | | 127 | LFT | $ 189 57 | $ 24,075 39 |
| TOTAL | | | | | | | | | $ 1,431,673 90 |
| 316· SMA 4, 76, Surface 9 5mm (TONS) | 521 | 458 | 287 | 141 | 367 | 1775 | TONS | $ 88 98 | $ 157,909 02 |
| 44. HMA 4, 76, Intermediate , 19 0mm (TONS) | 868 | 764 | 478 | 236 | 612 | 2958 | TONS | $ 59 10 | $ 174,803 76 |
| 45 HMA 4, 64, Base 25 0mm (TONS) | 1215 | 1070 | 669 | 330 | 857 | 4141 | TONS | $ 50 63 | $ 209,652 12 |
| 46 HMA 5, 76, Intermediate O.G , 19 0mm (Tons) | 1104 | 972 | 608 | 300 | 779 | 3764 | TONS | $ 52 88 | $ 199,062 79 |
| 47 HMA 4, 64, Base 19 0mm | 1736 | 1528 | 956 | 471 | 1225 | 5916 | TONS | $ 52 46 | $ 310,328 44 |
| 53. Base Seal | | | | | | 25 | TON | $ 350 00 | $ 8,750 00 |
| Joint Adhesive | | | | | | | | | $ 6,000 00 |
| TOTAL | | | | | | | | | $ 1,066,506 15 |
| CONC Vs. ASPHALT | | | | | | | | | $ 355,167.75 |

**From:** Conarroe, Tim
**To:** 'Tyler Joseph'
**Cc:** Chris Ogg; Klass, Nicole
**Subject:** RE: PCCP Elimination Proposal
**Date:** Thursday, February 07, 2019 3:06:00 PM
**Attachments:** image002.png

---

Tyler

After discussion at yesterday's Progress Meeting, we are in agreement with your proposal to eliminate the PCCP pavement on Keystone Parkway to the south of 96th Street. Please proceed with necessary plans to change this pavement section to HMA pavement to match the planned Typical Section for Keystone Parkway to the north of 96th Street.

Thanks,

Tim Conarroe

**From:** Tyler Joseph [mailto tjoseph@rieth-riley.com]
**Sent:** Monday, January 28, 2019 5:28 PM
**To:** Conarroe, Tim <TConarroe@structurepoint.com>
**Cc:** Chris Ogg <cogg@carmel.in.gov>; Klass, Nicole <nklass@structurepoint.com>
**Subject:** RE: PCCP Elimination Proposal

Tim,

The south end of the mainline pavement section starting at Station 373+30 has a planned cut for the first few hundred feet. The difference in grade will be mitigated by reducing the cut area in this section and increasing the borrow in the fill area.

Thanks,


RIETH-RILEY CONSTRUCTION CO., INC.
Tyler Joseph
Project Manager
1751 W. Minnesota St.
Indianapolis IN 46221
Office (317) 634-5561 EXT. 21224
Mobile (419) 566-4890
tjoseph@rieth-riley.com
www.rieth-riley.com


**From:** Conarroe, Tim <TConarroe@structurepoint.com>
**Sent:** Monday, January 28, 2019 3:02 PM
**To:** Tyler Joseph <tjoseph@rieth-riley.com>
**Cc:** Chris Ogg <cogg@carmel.in.gov>; Klass, Nicole <nklass@structurepoint.com>
**Subject:** FW: PCCP Elimination Proposal

CAUTION: This email originated from outside Rieth-Riley Construction.
Do not click links or open attachments unless you recognize the sender and know the content is safe.
Helpdesk

Tyler,

After reviewing the attached proposal, I do have one question. The overall thickness of the planned PCCP pavement section is 18.5 IN (9.5 IN PCCP + 9 IN Subbase for PCCP). The overall thickness of the HMA pavement section that you have proposed is 16.5 IN. I did not see anything in your proposal that addressed how Rieth-Riley plans to mitigate the 2 IN difference in grade that would result from this substitution.

Tim Conarroe

**From:** Tyler Joseph [mailto:tjoseph@rieth-riley.com]
**Sent:** Wednesday, January 09, 2019 4:23 PM
**To:** Conarroe, Tim <TConarroe@structurepoint.com>
**Subject:** PCCP Elimination Proposal

Tim,

See attached proposal to eliminate the PCCP on the south side of the project. I have also attached a spreadsheet that shows the cost difference between the two options at the original bid prices. Let me know if you have questions.

Thanks,

RIETH-RILEY CONSTRUCTION CO., INC.
Tyler Joseph
Project Manager
1751 W. Minnesota St
Indianapolis IN 46221
Phone (317) 634-5561 EXT. 21224
Mobile (419) 366-4930
tjoseph@rieth-riley.com
www.rieth-riley.com

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**CITY OF CARMEL ENGINEERING DEPARTMENT**

# Memo

**To:** Doug Haney, Corporation Counsel

**From:** Lisa Scott

**CC:** Jeremy Kashman

**Date:** 01/16/20

**Re:** **C.O. #11 - 96th Street and Keystone Parkway Project #16-ENG-05**

---

Doug, please find attached 1 original of same change order for project #16-ENG-05 96th & Keystone Parkway. Please review & initial for the next BPW Meeting.

Change Order #11- Original Contract Amount: $28,793,000.00 **Decrease:** $404,170.92 New Contract Amount $30,313,383.80

Thank you,

Lisa Scott

JACOB 1/29
BPW 2/5

CITY OF CARMEL

REVIEWED VIA EMAIL

CRED Purcell OK 1-28-20
CFD Sutton 1-29-20 ok
CPD Keith ok 1-29-20
ENG NA
(only if needed for street use)

INFORMATION

# SPECIAL EVENT / FACILITY USE REQUEST FORM

## CONTACT INFORMATION:

| | |
|---|---|
| Contact Person | Nancy Heck or Meg Gates Osborne |
| Email | Meg@MegPromo.com |
| Phone Number: | 3175907522 |
| Cell Number: | |
| Address | Street Address<br>One Civic Square<br>Address Line 2<br>City: Carmel<br>State / Province / Region: IN<br>Postal / Zip Code: $6280<br>Country: United States |
| Name/Organization: | City of Carmel |
| Organization Type: | Non-Profit Organization |
| Residency/Location: | Do you reside or are you located within the Carmel city limits?<br>(•) Yes<br>( ) No |
| Event/Use Purpose: | Carmel Winter Games |
| Event Date | 2/27/2020 |
| End Date | 2/29/2020 |
| Number of People Expected: | 500 |
| Set-Up Start time | 09:00:00 AM |
| Tear Down End Time | 05:00:00 PM |

Event Start time: 12:00:00 PM

Event end time: 05:00:00 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

Carmel Winter Games - Hungry Hungry Hippo, Human Curling and Tricycle Races

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**

## 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
- [x] NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- [ ] N/A

Please note the number of NO PARKING SIGNS needed

7

## EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- ( ) **Stage**

4 x 4

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**

Party Time

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up

## STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

7 parking spaces east of 3rd Ave between the Center Green loop entrance

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

Jacob 1/29
BPW 2/5

# CITY OF CARMEL, INDIANA

Mayor approved 1/28/2020
Requested date prior to BPW meeting

INFORMATION

## FACILITY REQUEST FORM
## City Hall Caucus Room or Council Chambers

GENERAL INFORMATION

| | |
|---|---|
| Name | William Winn (for Elise Winn, VP Membership, Purdue University Dance Marathon) |
| Organization | Purdue University Dance Marathon |
| Phone Number: | 3176984857 |
| Cell Number: | 317.531.8329 |
| Email | bill.winn@gmail.com |
| Address | Street Address<br>11823 Stoney Bay Cir<br>Address Line 2<br>City: CARMEL<br>State / Province / Region: IN<br>Postal / Zip Code: 46033<br>Country: United States |
| Organization Type: | Non-Profit Organization |
| Event/Use Purpose: | PUDM will use the venue for the Chamber Retreat, which is when they plan the activities for the next year's Dance Marathon to support Riley Hospital for Children. The event was to be at Riley, but they had to cancel at the last minute due to flu infection concerns. |
| Event Date | 1/31/2020 |
| End Date | 1/31/2020 |
| Number of People Expected: | 70 |
| Set-Up Start time | 05:30 00 PM |
| Tear Down End Time | 08.45:00 PM |
| Event Start time: | 05 45 00 PM |
| Event end time: | 08.35 00 PM |

## ROOM REQUESTED CAUCUS ROOM

Room may be divided into sections or can be one large room. Choose the size that you need. Seating capacity 126 chairs only Room has an 8.5 counter area with sink.

Room Set-Up

The traditional seating arrangement is Boardroom style.

- ☐ **1/3 side has four, 5-foot tables with 10 chairs**
- ☐ **2/3 side has six, 5-foot tables with 30 chairs**

Other seating options:

- ☐ **Classroom**
- ☐ **Theater (chairs only)**

Equipment needed:

- ☐ **Projection screen**

Equipment not provided:

- Computers or connection cords/electrical cords
- Microphones are not available in the Caucus rooms.
- Projector

Other:

Are tables and/or chairs needed around periphery of room?

- ☐ **Yes**
- ☑ **No**

If you selected YES - please fill out the details below.

How many?

How many additional table/chairs are needed?

Note: Extra tables/chairs available 34 chairs, eight 4-foot tables, six 6-foot tables.

## ROOM REQUESTED COUNCIL CHAMBERS

Seating capacity: 140

Equipment needed:

Microphone(s) 13 available on dais, 1 at presenter's podium, 1 at clerk's desk

- ☐ **Dais**

Dais # and which ones

- ☐ **Projection Screen**

Equipment not provided

- Computers or connection/electrical cords

Other:

Are tables and/or chairs needed around periphery of room?

- ☐ **Yes**
- ☑ **No**

If you selected YES - please fill out the details below.

How many?

How many additional table/chairs are needed?

Note: Extra tables/chairs available 34 chairs, eight 4-foot tables, six 6-foot tables.

# ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH CITY FACILITY USE POLICY

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

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

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

Purdue University Dance Marathon
Name of Organization/Applicant

*

William Joseph Winn

Signature of Authorized Agent/Applicant

William Joseph Winn
Printed Name and Title (If applicable)

11823 Stoney Bay Circle
Carmel, IN 46033
Address of Organization/Applicant

1/28/2020
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST

# 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 1/29
Approvals via email BPW 2/5
CRED OK Heck/Purcell 1-27-20
CFD OK Sutton 1-21-20
CPD OK Keith 1-21-20
ENGR NA
*(Engr only if required for street use)*

**CONTACT INFORMATION:**

**Contact Person:** Todd Oliver **Email Address:** todd@carmelmarathon.com

**Home Phone:** ( ) **Cell Phone:** ( ) 317-407-8489

**Address:** 3575 Inverness Blvd

**City, State, Zip:** Carmel, IN 46032

**Name/Organization:** Carmel Road Racing Group / Carmel Marathon Weekend

**For-Profit Organization:** XXX **Non-Profit Organization:** ____ **Individual:** ____

**Do you reside or are you located within the Carmel city limits?** Yes X No ___

**Event/Use Purpose:** Carmel Marathon addendum for use of Midtown Plaza as the Official Cheer Zone

**Date(s) Requested:** April 4, 2020

**Number of people expected?** 500

**Total time needed** (including set up and tear down) **FROM** 7:00 AM a.m./p.m. **TO** 2:00 PM a.m./p.m.

**Event start time:** 8:00 AM a.m./p.m. **Event end time:** 2:00 PM a.m./p.m.

**Rehearsal Date:** n/a **FROM:** ____ a.m./p.m. **TO** ____ a.m./p.m.

**Will a fee be charged for the event?** Yes ___ No XX (If yes, please describe in narrative below.)

**PROVIDE A BRIEF DESCRIPTION OF THE EVENT:** (Attach additional pages if needed.)
2020 is the 10th Anniversary of the Carmel Marathon. All four event distances will take runners past Midtown Plaza on their way back to the finish line located next to the Palladium on City Center. Now that Midtown Plaza is complete, we would like to make it the Official Cheer Zone for the day inviting the community to the Plaza to cheer on family and friends as they pass by. A band has been secured to entertain the crowd and runners alike. Fork & Ale and Sun King Restaurants are on board and plan to open early on race morning to join in the festivities.

This form was requested by Nancy Heck to be an addendum to the already approved facility use form submitted.

**CITY FACILITY(S) REQUESTED:**

___ Center Green
___ Civic Square Fountain Area
___ Civic Square Gazebo
___ Japanese Garden
___ Monon & Main Plaza
X Midtown Plaza (Available June 1, 2019)
___ Reflecting Pool (Please note that Veteran's Plaza is not available for rent.)
___ Sophia Square

**SPECIAL REQUESTS:**

_X_ Electricity
___ Fountain Restroom (Fountain/Gazebo)
___ James Building Restrooms (Center Green)
___ Other _____

**VENDORS:** (See City of Carmel Facility Use Policy)

___ Vendors present
___ Food served
___ Alcohol served

**CITY SERVICES NEEDED:** (See City of Carmel Facility Use Policy)

___ Emergency Medical Services (EMS)
___ Traffic Control
___ Onsite Security
_X_ Barricades
_X_ Extra Trash Receptacles

**EVENT SET UP:** (See City of Carmel Facility Use Policy)

___ Stage; Size _____
___ Tent(s); Size _____
___ Bounce House
_X_ Other band

**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)

Facility use form for street closures already approved

_____
_____
_____

**Type of Closure:**

___ Rolling closure
___ Total closure
___ 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, 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 order made payable to the City of Carmel. (Mail to: Carmel City Hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

# Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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

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

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

Approved this _____day of _____, 201___.

Carmel Road Racing Group
Name of Organization/Applicant

_____
Signature of Authorized Agent/ Applicant

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

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

Date: January 15, 2020

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

_____
James Brainard, Presiding Officer
Date:_____

_____
Mary Ann Burke, Member
Date:_____

_____
Lori Watson, Member
Date:_____

ATTEST:

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

Special Conditions: _____

_____

JACOB 1/29
BPW 2/5

CITY OF CA

REVIEWED VIA EMAIL

CRED OK Purcell 1-23-20
CFD OK Sutton 1-21-20
CPD OK Keith 1-21-20
ENG N/A
(only if needed for street use)

INFORMATION

# SPECIAL EVENT / FACILITY USE REQUEST FORM

## CONTACT INFORMATION:

| | |
|---|---|
| Contact Person | Katherine Peters |
| Email | katherine@katherinepeters.com |
| Phone Number: | 3176918427 |
| Cell Number: | |
| Address | Street Address<br>240 Arbor Dr<br>Address Line 2<br>City: Carmel<br>State / Province / Region: IN<br>Postal / Zip Code: 46032<br>Country: United States |
| Name/Organization: | |
| Organization Type: | Individual |
| Residency/Location: | Do you reside or are you located within the Carmel city limits?<br>(•) Yes<br>( ) No |
| Event/Use Purpose: | Student Spring Recital |
| Event Date | 5/17/2020 |
| End Date | 5/17/2020 |
| Number of People Expected: | 110 |
| Set-Up Start time | 11:00:00 AM |
| Tear Down End Time | 05:00:00 PM |

Event Start time:
02:00:00 PM

Event end time:
04:00:00 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

Woodwind recital for students of Katherine Peters. Guests will be friends and family of the students.

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

## 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**

Name of Merchant(s) doing the setup

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

JACOB 1/29
BPW 2/5

CITY OF CARMEL

REVIEWED VIA EMAIL

CRED OK Purcell 1-23-20
CFD OK Sutton 1-21-20
CPD OK Keith 1-21-20
ENG NA
(only if needed for street use)

INFORMATION

# SPECIAL EVENT / FACILITY USE REQUEST FORM

## CONTACT INFORMATION:

| | |
|---|---|
| Contact Person | Conlon Griesmer |
| Email | conlon.g@musicforall.org |
| Phone Number: | 317524628 |
| Cell Number: | 6158667200 |
| Address | Street Address<br>39 W. Jackson Place<br>Address Line 2<br>Suite 150<br>City: Indianapolis<br>State / Province / Region: IN<br>Postal / Zip Code: 46225<br>Country: United States |
| Name/Organization: | Music for All |
| Organization Type: | Non-Profit Organization |
| Residency/Location: | Do you reside or are you located within the Carmel city limits?<br>○ Yes<br>● No |
| Event/Use Purpose: | Music for All will host a portion of our National Festival event at The Palladium on March 13, 2020. 12 choirs and 6 orchestras from around the county will spend the weekend performing, taking masterclasses, watching performances, and enjoying the groater Indianapolis area. We would like to rent a tent to place on the Center Green to act as our catering space for our participating students. |
| Event Date | 3/13/2020 |
| End Date | 3/13/2020 |
| Number of People Expected: | 500 |
| Set-Up Start time | 06:00:00 AM |

Tear Down End Time 12:00:00 PM Midnight

Event Start time: 08:00:00 AM

Event end time. 10:00:00 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

I have attached our program book from last year that outlines many aspects of the Music for All National Festival. The orchestra and choir portions of the National Festival will take place at The Palladium. We would like to place a tent on the Center Green to act as an auxiliary catering area for our students performing in The Palladium.

Attach additional pages if needed-SEE BELOW

Festival2019ProgramBook-LOWRES.pdf 50.87MB

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

## CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☑ CENTER GREEN Amphitheater area
- ☐ 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
- [x] 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)
- [x] 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).

Tent

Large (We are working wth our vender to determine an exact size.

Size of Tent (s)

- ( ) Bounce House
- ( ) N/A
- ( ) Other

Montgomery Tent & Awning Company, Inc.

Name of Merchants(s) doing the setup

3173579759

Phone Number of Merchant(s) doing set up:

## STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

N/A

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

## SECURITY DEPOSIT AND FEE:

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 order made payable to the City of Carmel. (Mail to. Carmel City hall, Attn Lobby Desk, 1 Civic Square, Carmel, IN 46032)

## DISCLAIMER:

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

Jacob 1/29
BPW 2/5

# CITY OF CARMEL, INDIANA

## INFORMATION

# FACILITY REQUEST FORM
## City Hall Caucus Room or Council Chambers

### GENERAL INFORMATION

| | |
|---|---|
| Name | Elliot Sharples-Gordon |
| Organization: | Indiana Medicare 101 |
| Phone Number: | 3173765675 |
| Cell Number: | |
| Email | elliot@inmedicare101.org |
| Address | Street Address<br>20240 Hague Road<br>Address Line 2<br>City: Noblesville<br>State / Province / Region: IN<br>Postal / Zip Code: 46062<br>Country: USA |
| Organization Type. | Non-Profit Organization |
| Event/Use Purpose: | Medicare Educational Workshop |
| Event Dates | April 16, April 29, May 28, June 9 – 2020 ~~End Date~~ |
| Number of People Expected: | 15 |
| Set-Up Start time | |
| Tear Down End Time | |
| Event Start time: | 5:30 pm |
| Event end time: | 7:30 pm |

### ROOM REQUESTED CAUCUS ROOM

Room may be divided into sections or can be one large room. Choose the size that you need Seating capacity: 126

chairs only  Room has an 8.5 counter area with sink

Room Set-Up

The traditional seating arrangement is Boardroom style

- [ ] **1/3 side has four, 5-foot tables with 10 chairs**
- [x] **2/3 side has six, 5-foot tables with 30 chairs**

Other seating options:

- [x] **Classroom**
- [ ] **Theater (chairs only)**

Equipment needed:

- [ ] **Projection screen**

Equipment not provided:

- Computers or connection cords/electrical cords
- Microphones are not available in the Caucus rooms.
- Projector

Other:

Are tables and/or chairs needed around periphery of room?

- [ ] **Yes**
- [ ] **No**

If you selected YES - please fill out the details below.

How many?

How many additional table/chairs are needed?

Note  Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

## ROOM REQUESTED COUNCIL CHAMBERS

Seating capacity: 140

Equipment needed:

Microphone(s) 13 available on dais, 1 at presenter's podium, 1 at clerk's desk

- [ ] **Dais**

Dais # and which ones

- [ ] **Projection Screen**

Equipment not provided:

- Computers or connection/electrical cords.

Other:

Are tables and/or chairs needed around periphery of room?

- [ ] **Yes**
- [ ] **No**

If you selected YES - please fill out the details below

How many?

How many additional table/chairs are needed?

Note  Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables

# UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R / 6-12) / Form 236
STATE BOARD OF ACCOUNTS

**Indiana Code 35-44.1-1-4**

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Nancy S. Heck

   1326 Cool Creek Drive, Carmel, IN 46033

2. **Title or Position With Governmental Entity:** Dir. of Community Relations & Economic Development

3. a. **Governmental Entity:** City of Carmel, IN

   b. **County:** Hamilton

4. **This statement is submitted *(check one)*:**

   a._ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

   b.✓ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** Richard G. Heck / Irwin Computing Services

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.)*:

   Webpage Maintenance, consultation and other related services

   Richard G. Heck is my husband

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.)*:

A portion of the profit, if any, from this contract could become personal income of Richard G. Heck and therefore indirectly income use by the entire Heck family.

*(Attach extra pages if additional space is needed.)*

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.)*:

I (We) being the _____ of
*(Title of Officer or Name of Governing Body)*

_____ and having the power to appoint
*(Name of Governmental Entity)*

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

| | |
|---|---|
| | |
| | |
| Elected Official | Office |

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.)*:

| | |
|---|---|
| 1-21-2020 | on-going contract |
| Date Submitted *(month, day, year)* | Date of Action on Contract or Purchase *(month, day, year)* |

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: Nancy S. Heck
*(Signature of Public Servant)*

Date: 1-21-2020
*(month, day, year)*

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

01-21-20 P03:24 IN

# UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

**Indiana Code 35-44.1-1-4**

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Scott K Osborne
   15702 Six Points Rd Sheridan IN 46069
2. **Title or Position With Governmental Entity:** Asst Chief / Fire Fighter
3. a. **Governmental Entity:** Cicero Fire Dept.
   b. **County:** Hamilton
4. **This statement is submitted (check one):**
   a._ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
   b. ✓ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** S. K. Osborne
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.)*:
   Repair Brake For Winter Snowplows

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.)*:

_____
_____
_____
_____
_____
_____

*(Attach extra pages if additional space is needed.)*

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.)*:

I (We) being the _____of
*(Title of Officer or Name of Governing Body)*

_____and having the power to appoint
*(Name of Governmental Entity)*

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

| | |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Elected Official | Office |

**9. Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.)*:

| | |
|---|---|
| _____ | _____ |
| Date Submitted *(month, day, year)* | Date of Action on Contract or Purchase *(month, day, year)* |

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
*(Signature of Public Servant)*

Date: 1-7-20
*(month, day, year)*

Printed Name: Scott K Osborne
*(Please print legibly.)*

Email Address: Sosborne@carmel.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

01-21-20 P03:24 IN

(2/93) Form 236

## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

**Indiana Code 35-44-1-3**

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Gregory A. Webb
1448 S. Jacobi Rd Greenfield, IN 46140

2. **Title or Position With Governmental Entity:**
Engineer ~~Carmel~~

3. a. **Governmental Entity:** Carmel Fire Dept

   b. **County:** Hamilton

4. **This statement is submitted (check one):**

   a. _____ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

   b. X as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** Webb Effects, LLC

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Vinyl Lettering and Graphics

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

Owner / operator

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

| Elected Official | Office |
|---|---|
| | |
| | |
| | |

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

| Date Submitted | Date of Action on Contract or Purchase |
|---|---|
| | |

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: 11/6/20

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

01-21-20 P03:24 IN

# UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

**Indiana Code 35-44.1-1-4**

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Kurt Weddington

   1102 Maple Run Drive, Sheridan, IN 46069

2. **Title or Position With Governmental Entity:** Captain, Firefighter/EMT

3. a. **Governmental Entity:** City of Carmel

   b. **County:** Hamilton

4. **This statement is submitted (check one):**

   a._ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

   b.✓ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** KTW Enterprises, Inc.

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.)*:

   landscaping, dirt moving, mulch, gravel, hauling, excavation
   Wife, Trudy Weddington

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.)*:

Owner operator of KTW Enterprises, hauling of gravel and instillation at a fire station appox. $500-800 profit

*(Attach extra pages if additional space is needed.)*

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.)*:

I (We) being the _____ of
*(Title of Officer or Name of Governing Body)*

_____ and having the power to appoint
*(Name of Governmental Entity)*

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

| | |
|---|---|
| _____ | _____ |
| _____ | _____ |
| Elected Official | Office |

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.)*:

| | |
|---|---|
| _____ | _____ |
| Date Submitted *(month, day, year)* | Date of Action on Contract or Purchase *(month, day, year)* |

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
*(Signature of Public Servant)*

Date: JAN 9, 2020
*(month, day/year)*

Printed Name: Kurt L. Weddington
*(Please print legibly.)*

Email Address: weddingtonfamily@live.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 27, 2020

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

***RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – DUKE ENERGY– UTILITY POLE REPLACEMENT***

Dear Board Members:

Mr. William Ferrell with Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to remove and replace existing utility poles north of the intersection of 141st and Shelborne Road to realign their existing aerial network (exhibits attached). No new aerial service lines will be added as part of this project.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-DUKE-POLE REPLACEMENT-141st @ Shelborne.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

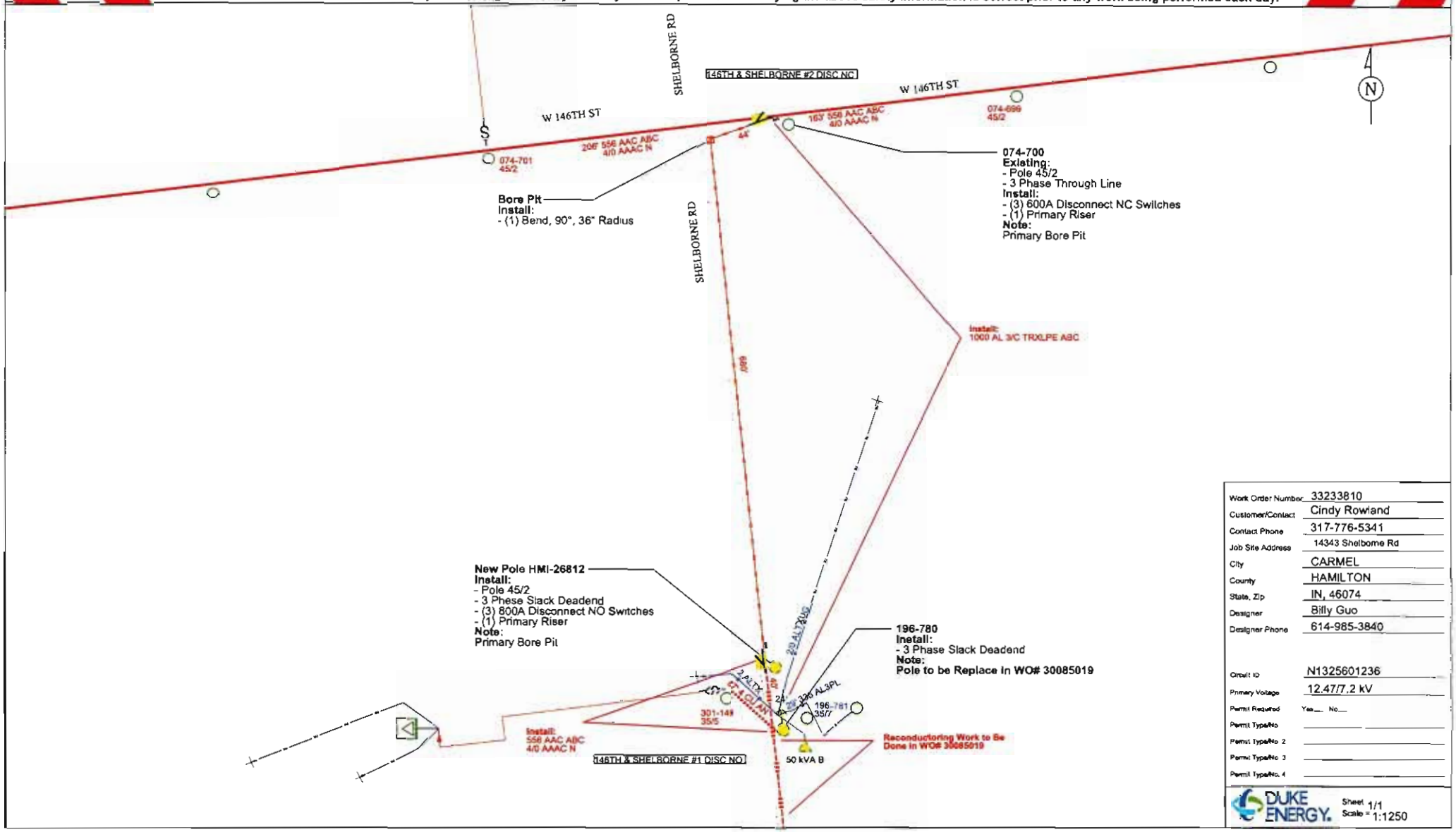
USP:
USP: 800 EMST Recloser ABC on Pole 836-1821
USP: 14142 Murphy Cir E
USP: Westfield, IN 46074, USA
USP:

**Safety Reminders / Adverse Conditions**

?:
?:
?:
?:

**Page 1**

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




| | |
|---|---|
| Work Order Number | 33233810 |
| Customer/Contact | Cindy Rowland |
| Contact Phone | 317-776-5341 |
| Job Site Address | 14343 Shelborne Rd |
| City | CARMEL |
| County | HAMILTON |
| State, Zip | IN, 46074 |
| Designer | Billy Guo |
| Designer Phone | 614-985-3840 |
| Circuit ID | N1325601236 |
| Primary Voltage | 12.47/7.2 kV |
| Permit Required | Yes___ No___ |
| Permit Type/No | |
| Permit Type/No. 2 | |
| Permit Type/No. 3 | |
| Permit Type/No. 4 | |

DUKE ENERGY.

Sheet 1/1
Scale = 1:1250

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 27, 2020

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

***RE: LANE RESTRICTION, PATH CLOSURE & OPEN PAVEMENT CUT – DUKE ENERGY – JACKSON'S GRANT SECTION 6***

Dear Board Members:

Mrs. Libby Walker, Engineering Associate with Duke Energy, is requesting approval for a lane restriction, path closure and open pavement cut associated with boring new electrical service lines to the Jackson's Grant subdivision currently under development (exhibit attached). Work is scheduled to begin upon Board approval.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the walkway prior to the closure. Signage identifying the sidewalk/pathway closure and detour route shall be posted prior to the closure and a sign, measuring at least 18" x 12", shall be posted on each side of the closure reading "SIDEWALK CLOSED".
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\DUKE ENERGY- PATH & STREET CUT - JACKSON'S GRANT.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

| SAFETYFirst | USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type<br>USP: SUBSTATION CARMEL N1325471285<br>USP: SPRING MILL RD<br>USP:<br>USP: | Safety Reminders / Adverse Conditions<br>?:<br>?:<br>?:<br>?: | Work Zone General Comments: Double click to edit |
|---|---|---|---|

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

GENERAL NOTES

JACKSON's GRANT SEC.6
12 LOTS
3500 SQ.FT. 5100 SQ.FT W BASEMENT
100% GAS - 3T A/C- MAX 5T A/C

EASEMENTS MARKED ON PRINT

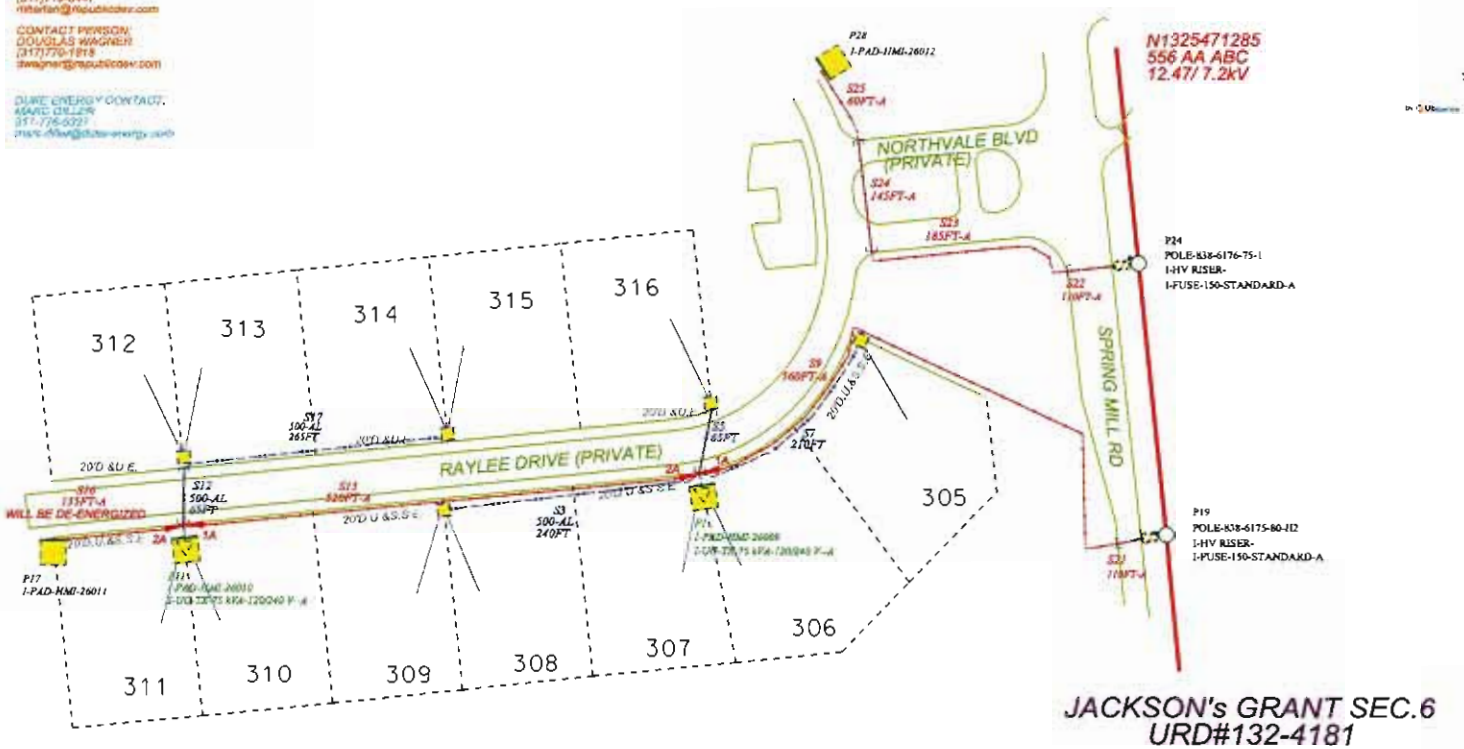
SECONDARY TO BE USED 4/0ALTUG
UNLESS MARKED DIFFERENTLY ON PRINT

DEVELOPER WILL INSTALL PULL STRINGS-CAPS
MARK ENDS

DEVELOPER:
MATT HARLAN
REPUBLIC DEVELOPMENT
(317)719-5447
mharlan@republicdev.com

CONTACT PERSON:
DOUGLAS WAGNER
(317)770-1918
dwagner@republicdev.com

DUKE ENERGY CONTACT:
MARC GILLER
317-776-5327
marc.giller@duke-energy.com




| | |
|---|---|
| Work Order Number | 31969104 |
| Customer/Contact | MATT HARLAN |
| Contact Phone | 317-719-5447 |
| Job Site Address | 12300 Springmill Rd |
| City | CARMEL |
| County | HAMILTON |
| State, Zip | IN, 46032 |
| Designer | Timothy Jenkins |
| Designer Phone | |
| Circuit ID | CARMEL SPRINGMILL RD (547) 1285 |
| Primary Voltage | 12.47/ 7.2kV |
| Permit Required | Yes___ No__X |
| Permit Type/No | |
| Permit Type/No 2 | |
| Permit Type/No 3 | |
| Permit Type/No. 4 | |

DUKE ENERGY.

Sheet
Scale = 1"=100'

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 27, 2020

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

***RE: IPL – WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – LANE RESTRICTIONS-ZAYO SMALL CELLS***

Dear Board Members:

Mr. Aaron Bruner with IPL is requesting approval of lane restrictions and a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) in order to replace existing utility poles to facilitate installation of previously approved Zayo Small Cell equipment (exhibits attached).

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-IPL-Zayo Small Cells.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

*January 20, 2020*

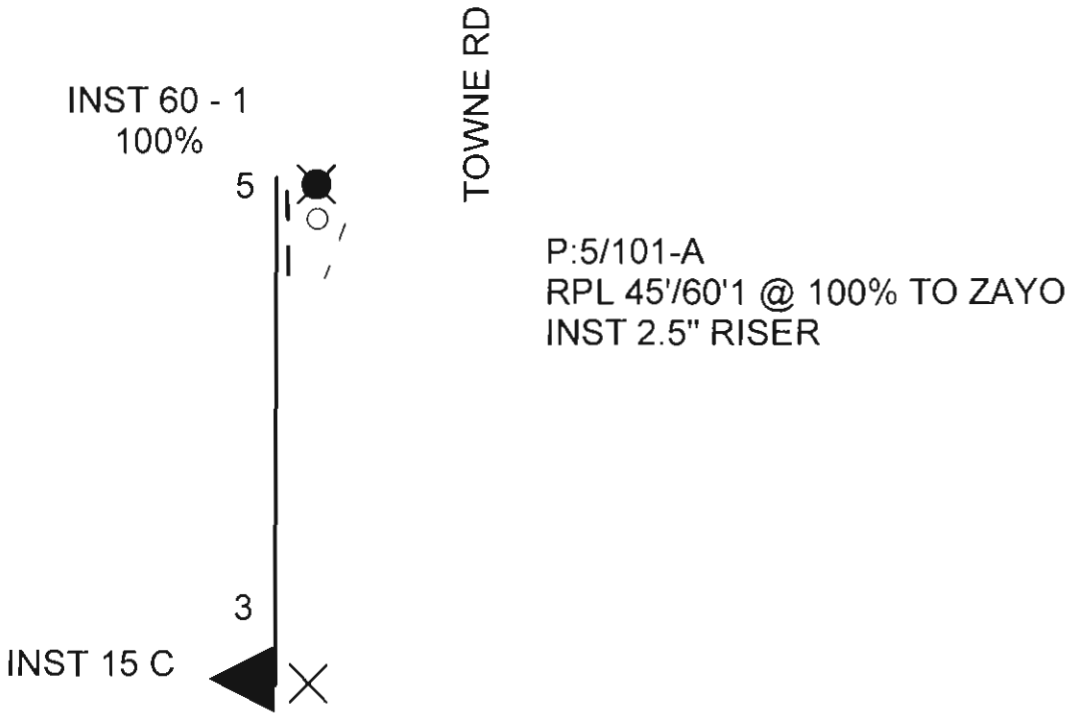
This permit request is being submitted to replace existing poles to accommodate Zayo small cell attachments. The attached permit request will replace six poles. IPL will replace poles (5/101-A), (163/101-B), (11/132-A), (38/103-B), (71/133-A) and (206/133-A) along Towne road, 106th street and Ditch road with taller poles. The installation of these larger poles will allow Zayo to attach their antennas at the top of the poles and keep IPL's poles in compliance with the National Electrical Safety Code. IPL will need approximately one day of single lane restriction per pole replacement.

All work is being performed at the expense of Indianapolis Power & Light and Zayo. There will be no charges to the City of Carmel for this work.

IPL has provided prints with this application that show the locations and types of facility to be added and removed. All IPL facilities are being replaced with no additional facilities added.

IPL requests a waiver of the city's buried utility district requirements that all new utilities be placed underground. IPL is not adding a new overhead line where one did not previously exist. IPL is replacing two poles in an existing overhead distribution line. It is not feasible to use underground construction for this type of work on existing above grade facilities.

INDIANAPOLIS POWER & LIGHT COMPANY
MORRIS STREET OPERATING CENTER | 1230 W Morris St | Indianapolis, IN 46221-1744 | IPLpower.com




| | | | | | |
|---|---|---|---|---|---|
| Job Name: | GN TOWNE RD & COXHALL GARDENS | Customer: | | Phone | |
| Location: | 11768 TOWNE RD | Scheduler: | | Phone | |
| Circuit Data | | | | Designed By: | A. BRUNER |
| Primary | | | Trans. | Phone | Cell |
| Name | Circuit | SWS | | 317-261-3474 | 317-499-1931 |
| TREMONT NO. 1 | 2851 | 413 | | Sect. No / Tax Unit | Date |
| | | | | 101-A / 185 | 12/18/2019 |
| | | | | | Print No. |
| | | | | | 1 OF 1 |

SPANS: BHN | ZB | ATT

AT&T#:

PA #:

WR #: 548651

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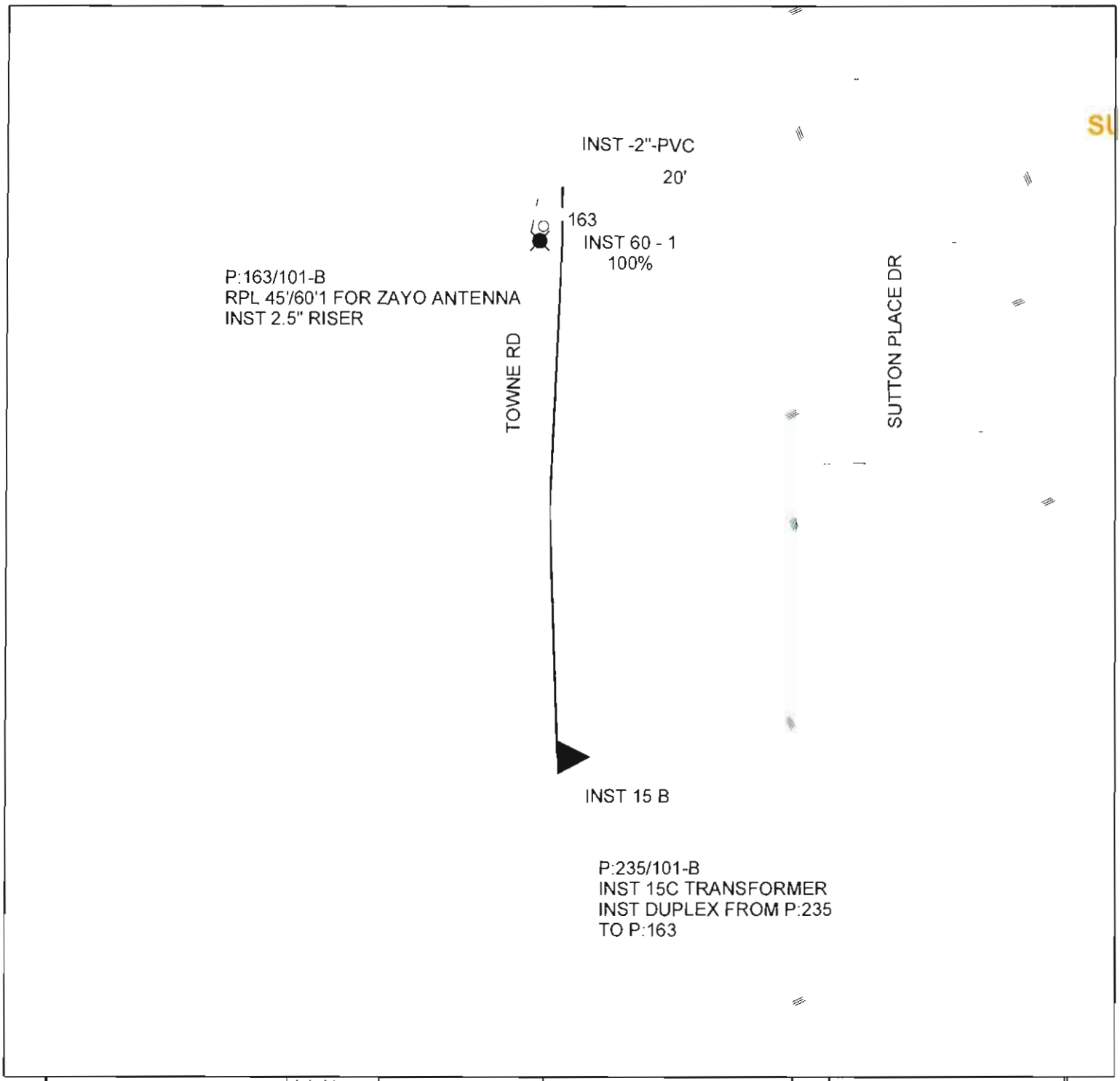


| | | | | | | | |
|---|---|---|---|---|---|---|---|
| IPL an AES company | Job Name: | GN TOWNE RD & SUTTON PL | Customer: | | Phone: | | |
| | Location: | 11458 W SUTTON PL DR | Scheduler: | | Phone | | |
| | Circuit Data | | | | Designed By: | A. BRUNER | |
| | Primary | | | Trans. | Phone | | Cell |
| SPANS VB ZB ATT | Name | Circuit | SWS | | 317-261-3474 | | 317-499-1931 |
| AT&T# | TREMONT NO. 1 | 2851 | 408 | | Sect. No | Tax Unit | Date |
| PA # | | | | | 101-B | 33 | 12/17/2019 |
| WR # 548862 | | | | | | | Print No. |
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P:11/132-A
RPL 45'/60'1 AT 100% TO ZAYO
INST 2.5" RISER
INST DUPLEX FROM P:9 TO P:11

11

INST 55 - 1
100%

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| IPL an AES company | Job Name: | SC IN GN 106TH & MANSION | Customer: | | Phone: | | | |
| | Location: | 1700 W 106TH ST | Scheduler: | | Phone: | | | |
| | Circuit Data | | | | | Designed By: | A. BRUNER | |
| | Primary | | | Trans. | | Phone | | Cell |
| SPANS ZB CC ATT | Name | Circuit | SWS | | | 317-261-3474 | | 317-499-1931 |
| AT&T# | TREMONT NO. 3 | 2853 | 440 | | | Sect. No | Tax Unit | Date |
| PA # | | | | | | 132-A | 33 | 12/26/2019 |
| WR # 549649 | | | | | | | | Print No. |
| | | | | | | | | 1 OF 1 |

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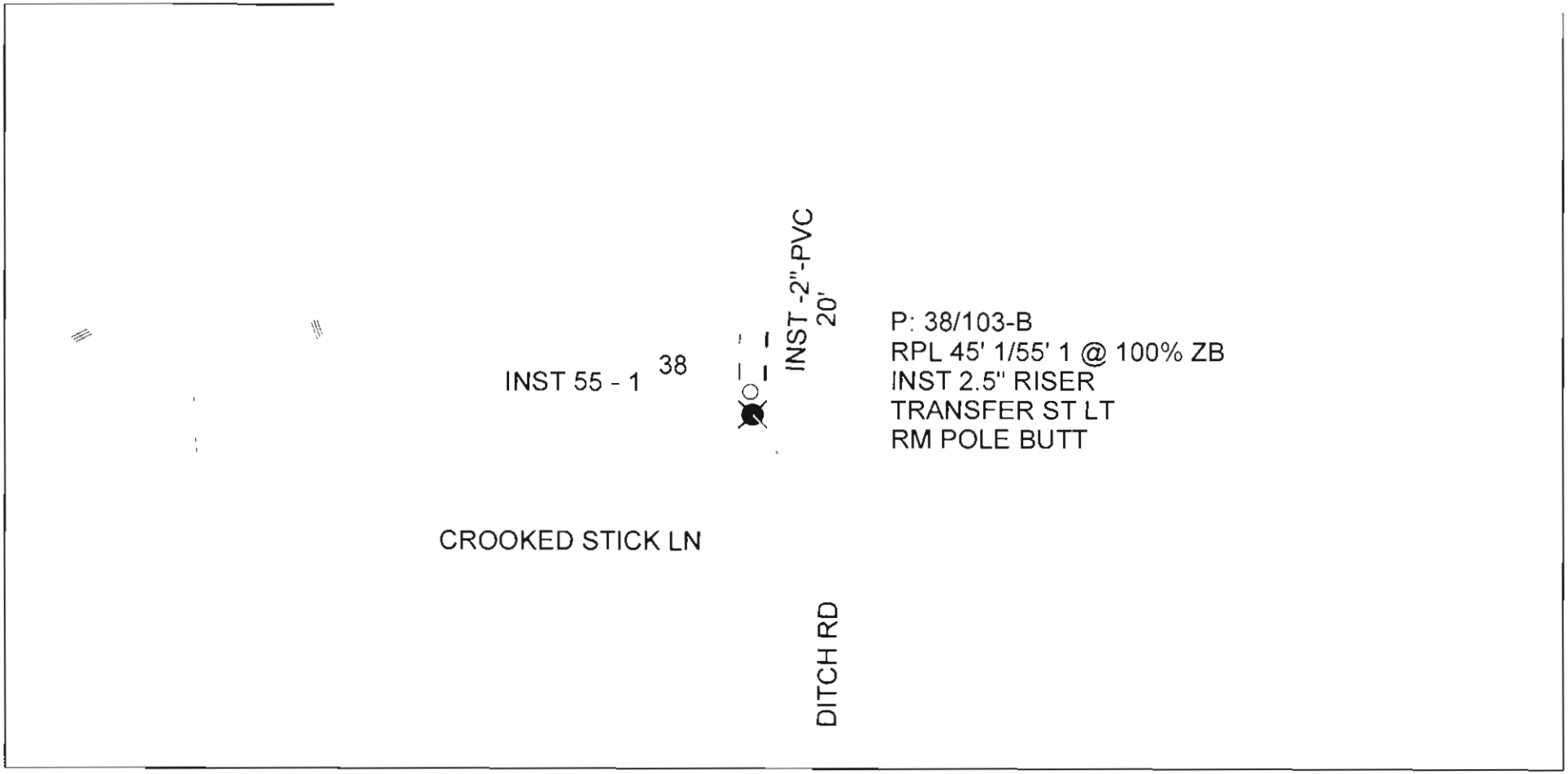


| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| IPL an AES company | | | Job Name: | 9C IN ON 14TH & CROOKED STICK LANE | Customer: | | Phone: | |
| | | | Location: | 11284 CROOKED STICK LN | Scheduler: B.SOUTHWOOD | | Cell: | 317-261-5943 |
| | | | Circuit Data | | | | Designed By: | N. Allen |
| | | | Primary | | | Trans. | Phone | Cell |
| SPANS | CC | ZB | Name | Circuit | SWS | | 317-261-5157 | 317-416-7019 |
| AT&T# | | | TREMONT NO. 3 | 2853 | 434 | | Sect. No | Tax Unit | Date |
| PA # | | | | | | | 103-B | 33 | 12/30/2019 |
| WR # | 549817 | | | | | | | | Print No. |
| | | | | | | | | | 1 OF 1 |

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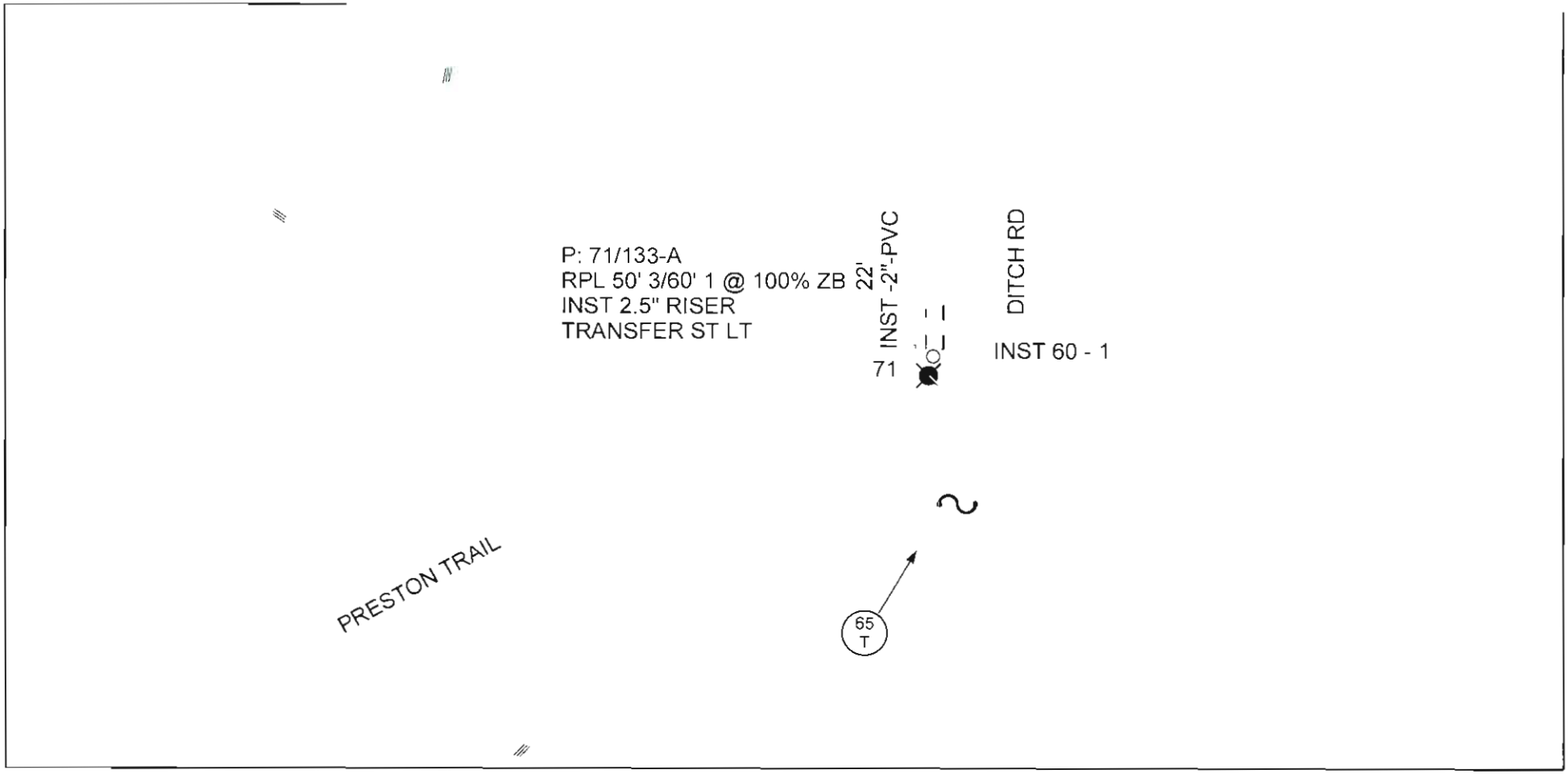


| | | | | | | |
|---|---|---|---|---|---|---|
| Job Name: | SC IN ON 14TH AND PRESTON TRAIL | Customer: | | Phone: | | |
| Location: | 1408 PRESTON TRL | Scheduler: B.SOUTHWOOD | | Phone: | 317-261-5943 | |
| | | Circuit Data | | | Designed By: N. Allen | |
| | | Primary | | Trans. | Phone | Cell |
| SPANS CC ZB | Name | Circuit | SWS | | 317-261-5157 | 317-416-7019 |
| AT&T# | TREMONT NO. 3 | 2853 | 434 | | Sect. No | Tax Unit | Date |
| PA # | | | | | 133-A | 33 | 12/30/2019 |
| WR # 549818 | | | | | | | Print No. |
| | | | | | | | 1 OF 1 |

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ipl an AES company | Job Name: | SC IN ON 106TH & CROOKED STICK LANE | Customer: | | Phone: | | | |
| | Location: | 10704 CROOKED STICK LN | Scheduler: B.SOUTHWOOD | | Phone: | 317-261-5943 | | |
| | Circuit Data | | | | | Designed By: N. Allen | | |
| | Primary | | | Trans. | | Phone | | Cell |
| SPANS ATT CC ZB | Name | Circuit | SWS | | | 317-261-5157 | | 317-416-7019 |
| AT&T# | TREMONT NO. 3 | 2853 | 440 | | | Sect. No | Tax Unit | Date |
| PA # | | | | | | 133-A | 33 | 12/30/2019 |
| WR # 549819 | | | | | | | | Print No. |
| | | | | | | | | 1 OF 1 |

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CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 27, 2020

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

***RE: IPL – WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – LANE RESTRICTIONS-106th AND ESTANCIA WAY***

Dear Board Members:

Mr. Nick Allen with IPL is requesting approval of lane restrictions and a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) in order to replace 2 existing utility poles and install 2 new mid span poles along the existing distribution lines (exhibits attached). This utility pole work is required to rectify height and loading violations and bring the area in compliance with IPL and National Electric Safety Code Standards.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-IPL-106th and Estancia.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

*January 23rd, 2020*

This permit request is being submitted to resolve existing pole loading and height violations. The attached permit request will replace two existing poles on the north side of W 106th street that are currently violating IPL pole loading and height standards. IPL will replace pole (11/134-A) on the north side of W 106th street with a larger diameter and 5′ taller pole. IPL will install two 50′ 1 midspan poles (193/134-A) and (194/134-A) directly west and east of pole (11/134-A). The installation of these poles will allow IPL to eliminate the pole loading and height violations and keep IPL's poles in compliance with the National Electrical Safety Code. IPL will need approximately five days of single lane restriction on the north side of W 106th street by Estancia Way to complete the work.

All work is being performed at the expense of Indianapolis Power & Light. There will be no charges to the City of Carmel for this work.

IPL has provided prints with this application that show the location and type of facility to be added and removed. All facilities being added are in line with the existing overhead distribution lines.

IPL requests a waiver of the city's buried utility district requirements that all new utilities be placed underground. IPL is not adding a new overhead line where one did not previously exist. IPL is replacing one pole and installing two in lead midspan poles in an existing overhead distribution line. It is not feasible to use underground construction for this type of work on existing above grade facilities.

## RIGHT-OF-WAY PERMIT

PERMIT NUMBER: _____

TODAY'S DATE: 01/23/2020 ESTIMATED DATE OF WORK: April-June 2020

**APPLICANT (Person doing the work)** Indianapolis Power & Light

COMPANY: Indianapolis Power & Light

ADDRESS: 1230 W Morris St., Indianapolis, IN 46221

PHONE: 317-416-7019 EMAIL PERMIT TO: nicholas.allen@aes.com

**CUSTOMER:** _____

ADDRESS: _____

PHONE: _____

**ADDRESS OF PROJECT:** 10602 Winterwood Dr, Carmel, IN 46032

**DESCRIPTION OF WORK (check all that apply)**

| | | | |
|---|---|---|---|
| ROAD BORE | | DRIVEWAY REPLACEMENT | |
| CONSTRUCTION ENTRANCE | | LANE CLOSURE | X |
| STREET CUT | | ROAD CLOSURE | |
| OTHER | | | |

DESCRIPTION: Pole replacement and midspan pole installation for NESC violations.

TYPE OF SURFACE CUT (if applicable): _____

***NOTE: OPEN CUTS IN PAVEMENT REQUIRE BOARD OF PUBLIC WORKS (BPW) APPROVAL***

| | | | | |
|---|---|---|---|---|
| USE OF HEAVY EQUIPMENT | YES | X | NO | |
| DRAWING ATTACHED | YES | X | NO | |

***NOTE: ON REVERSE SIDE OF THIS PERMIT, PROVIDE NAMES AND CONTACTS OF ALL SUB-CONTRACTORS INVOLVED**

**SURETY BOND.** Please see Item #1 of the Right-of-Way Conditions.

BONDING COMPANY: The Hartford

BONDING NUMBER: 42BSBDR6805

EXPIRATION DATE: 03/22/2020

*As applicant for this Right-of-Way Permit, I understand and agree to all of the specifications and conditions listed on the attached sheet.*

(Applicant's Signature) Nick Allen (Print Name)

PERMIT GRANTED BY: _____ DATE ISSUED: _____

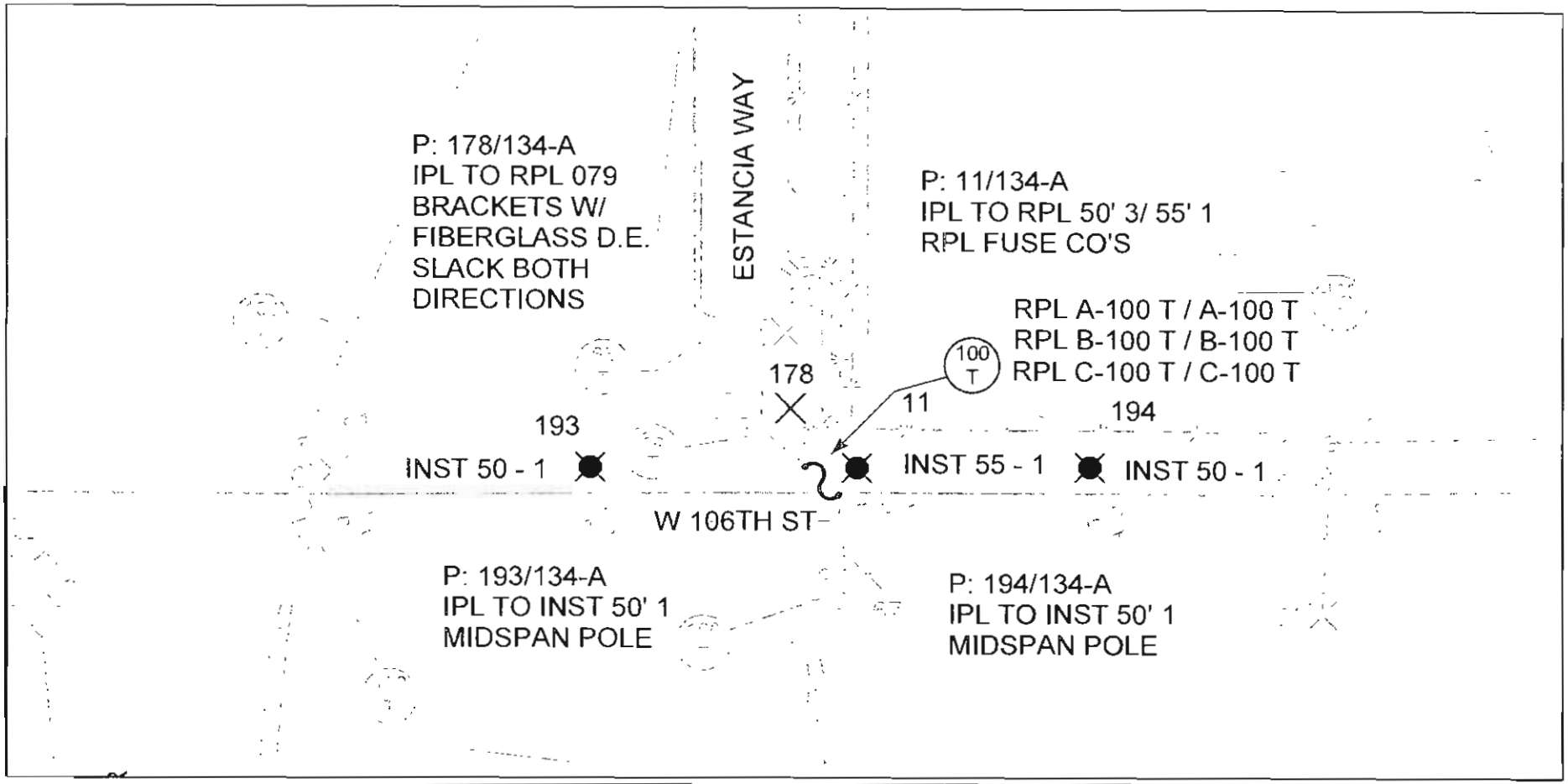
(City Official)

COMMENTS: _____

**REPAIR WORK INSPECTED AND APPROVED**

I have inspected the repair of the above right-of-way and find it to be completely satisfactory.

(City Inspector) (Date Released)




| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ipl an AES company | Job Name: | ST LT NESC VIOLATION W 106TH ST | Customer: | | Phone: | | | |
| | Location: | 10502 WINTERWOOD DR | Scheduler: B.SOUTHWOOD | | Phone: | 317-261-5943 | | |
| | Circuit Data | | | | | Designed By: N. Allen | | |
| | Primary | | | Trans. | | Phone | | Cell |
| SPANS ATT BHN LV3 | Name | Circuit | SWS | | | 317-261-5157 | | 317-416-7019 |
| AT&T# | TREMONT NO. 6 | 2856 | 510 | | | Sect. No | Tax Unit | Date |
| PA # | | | | | | 134-A | 33 | 1/22/2020 |
| WR # 551290 | | | | | | | | Print No. |
| | | | | | | | | 1 OF 1 |

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CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 28, 2020

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

***RE: LANE RESTRICTIONS, ROAD CLOSURE, OPEN PAVEMENT CUT- 850 PAWNEE DRIVE***

Dear Board Members:

Mr. Zach Spitz with Elevation Excavation, Inc. is requesting approval for lane restrictions, road closure, and open pavement cuts for the retirement and installation of utilities for a new residence at 850 Pawnee Drive (exhibit attached). A lane closure for up to 6 hours is needed to perform the sanitary sewer work. The water tap will require a full road closure to facilitate an open pavement cut across the full width of the road. The road closure will only be required during working hours and is expected to last 1 day.

The Department of Engineering recommends that the Board approve the requested lane restriction, street 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 lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- 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. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\ELEVATION EXCAVATION-ROAD CLOSURE & CUT-850 PAWNEE.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

ELEVATION EXCAVATION
1132 South Range Line Road
Carmel, IN 46032
317-816-3149 Fax: 317-846-0217

Caleb Warner
City of Carmel
1 Jefferson Square
Carmel IN. 46032

1/28/2020

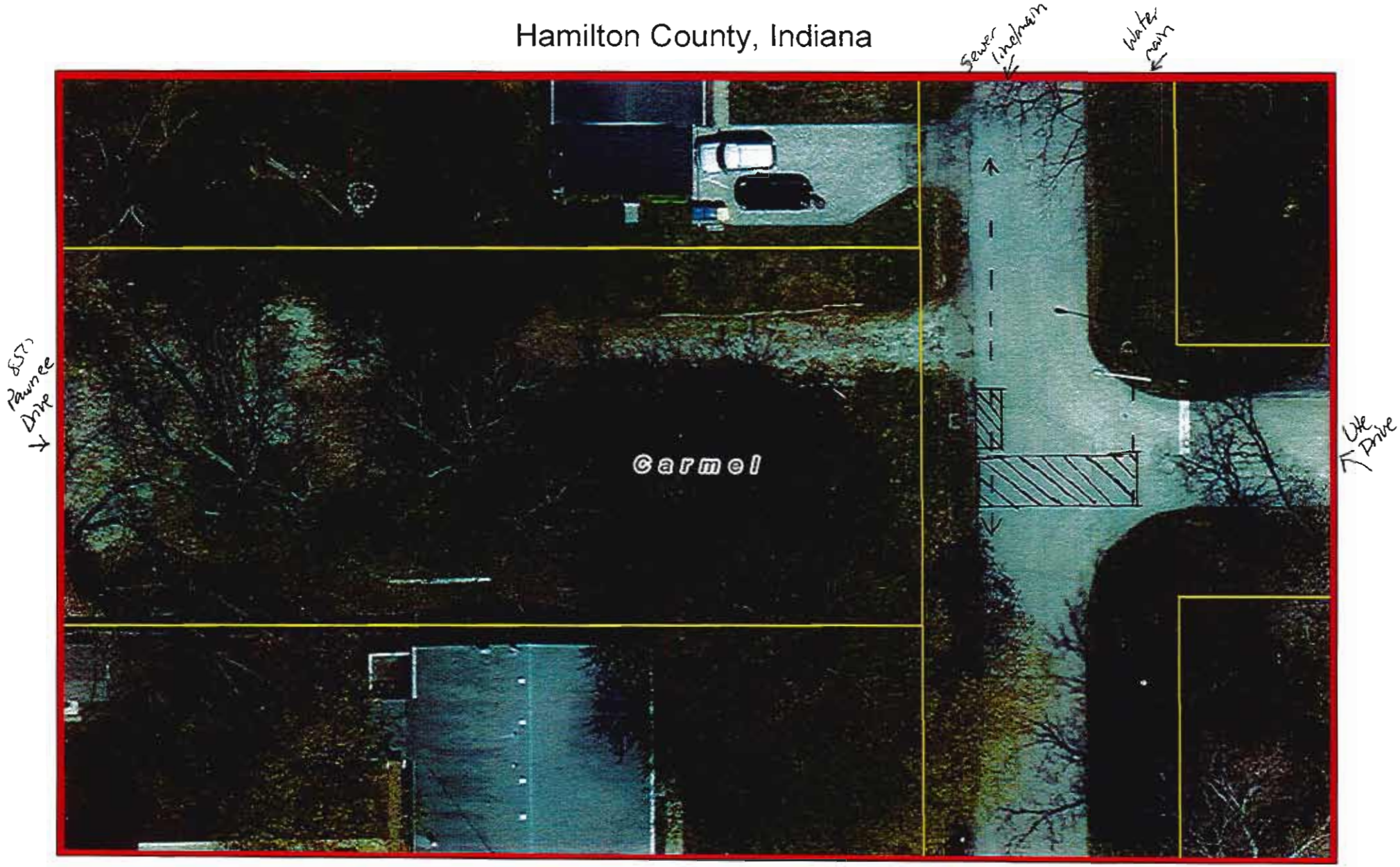
Dear Caleb,

Please place us on the agenda for the Board of Public Works and Safety in regards to a proposed street cut and full road closure at 850 Pawnee Drive in downtown Carmel. The work is to be performed for Old Town Development and is for the installation of City sanitary sewer and water utilities to the proposed construction. The removal and installation of a new tee/service line will require a lane closure (approx. 4-6 hours). The live tap and installation of the new water line will require a full road closure (approx. 6-8 hours). I have included a layout of the proposed work and a traffic control plan for the road closure for reference.

Thanks

Zach Spitz
Elevation Excavation Inc.

# Hamilton County, Indiana




January 28, 2020

| | | | |
|---|---|---|---|
| Parcels | **Corporate Limits (Fill)** | CARMEL | NOBLESVILLE |
| Corporate Limits (Label) | ARCADIA | CICERO | SHERIDAN |
| Corporate Limits (Outline) | ATLANTA | FISHERS | WESTFIELD |

1:300

0 0.0025 0.005 0.01 mi

0 0.004 0.008 0.016 km

Author: Hamilton County

Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.

# Hamilton County, Indiana

TRAFFIC CONTROL MAP

January 28, 2020

| | | | |
|---|---|---|---|
| Parcels | **Corporate Limits (Fill)** | CARMEL | NOBLESVILLE |
| Corporate Limits (Label) | ARCADIA | CICERO | SHERIDAN |
| Corporate Limits (Outline) | ATLANTA | FISHERS | WESTFIELD |

⊗ Road closed
O - Detour

1:1,200

0 0.01 0.02 0.04 mi

0 0.015 0.03 0.06 km

Author: Hamilton County

Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 28, 2020

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

***RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – DUKE ENERGY–310 1st AVE NE***

Dear Board Members:

Mr. Ryan Lonberger with Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to remove and replace existing pole mounted equipment near 310 1st Ave. NE to meet current loading requirements (exhibits attached). No new poles or aerial service lines will be added as part of this project.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-DUKE-310 1st AVE NE.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

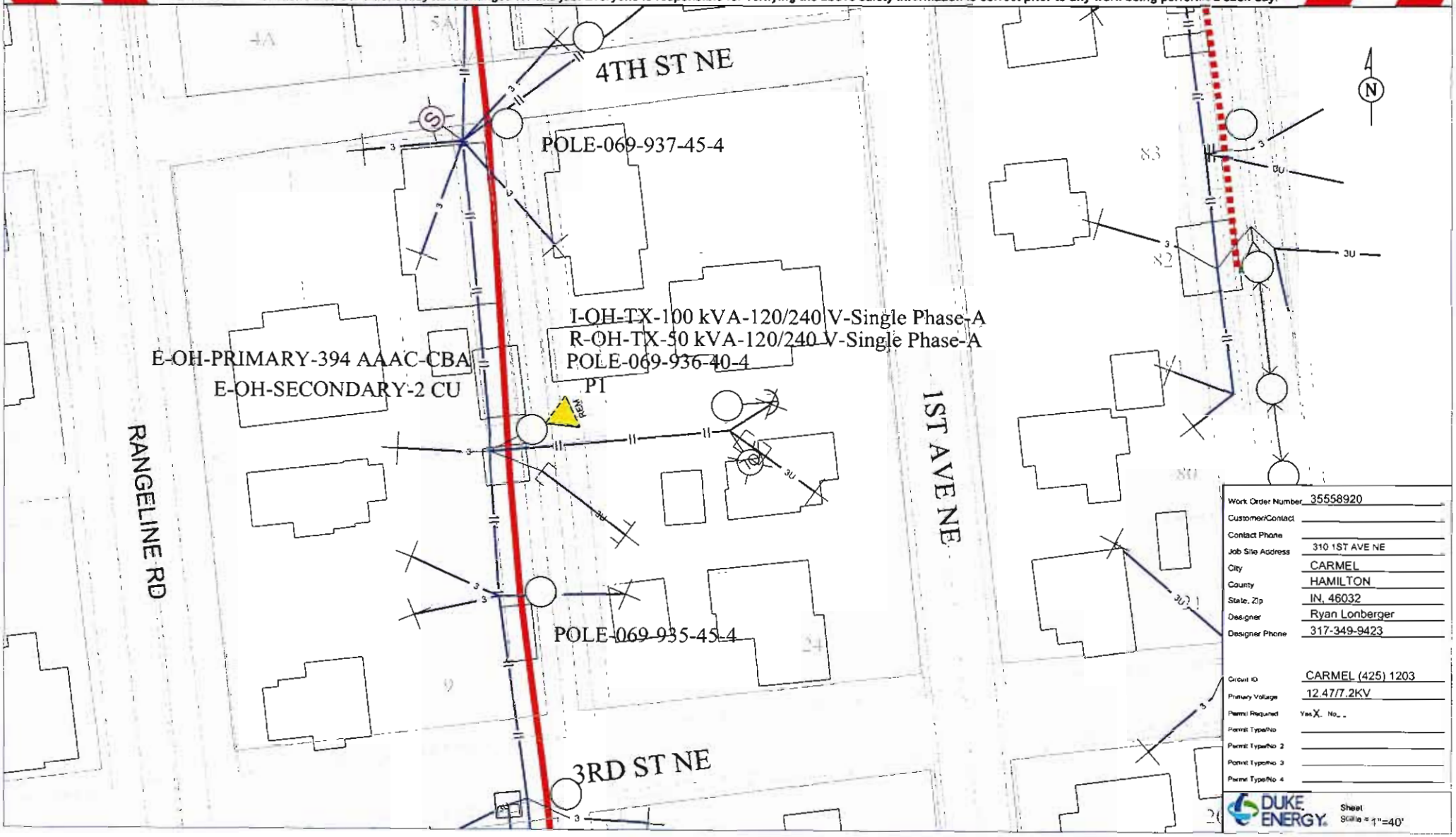
USP: BREAKER AT SUB
USP:
USP:
USP:
USP:

**Safety Reminders / Adversa Conditions**

?:
?:
?:
?:

**UPGRADE XFR DUE TO CUST LOAD GROWTH**
**ACCESS VIA ALLEY OF 4TH AVE NE**

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




| | |
|---|---|
| Work Order Number | 35558920 |
| Customer/Contact | |
| Contact Phone | |
| Job Site Address | 310 1ST AVE NE |
| City | CARMEL |
| County | HAMILTON |
| State, Zip | IN, 46032 |
| Designer | Ryan Lonberger |
| Designer Phone | 317-349-9423 |
| Circuit ID | CARMEL (425) 1203 |
| Primary Voltage | 12.47/7.2KV |
| Permit Required | Yes X No |
| Permit Type/No | |
| Permit Type/No 2 | |
| Permit Type/No 3 | |
| Permit Type/No 4 | |

DUKE ENERGY.

Sheet
Scale = 1"=40'

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 28, 2020

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

***RE: LANE RESTRICTION – DUKE ENERGY–490 WEST SMOKEY ROW***

Dear Board Members:

Mr. Ryan Lonberger with Duke Energy is requesting a lane restriction near 490 West Smokey Row in order to remove an existing aerial cable (exhibits attached). No new poles or aerial service lines will be added as part of this project. Work is schedule to begin upon board approval and is estimated to take 1 working day to complete.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

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DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

USP: RECLOSER: POLE# 838-1511
USP: 5 POLES EAST FROM P2
USP:
USP:
USP:

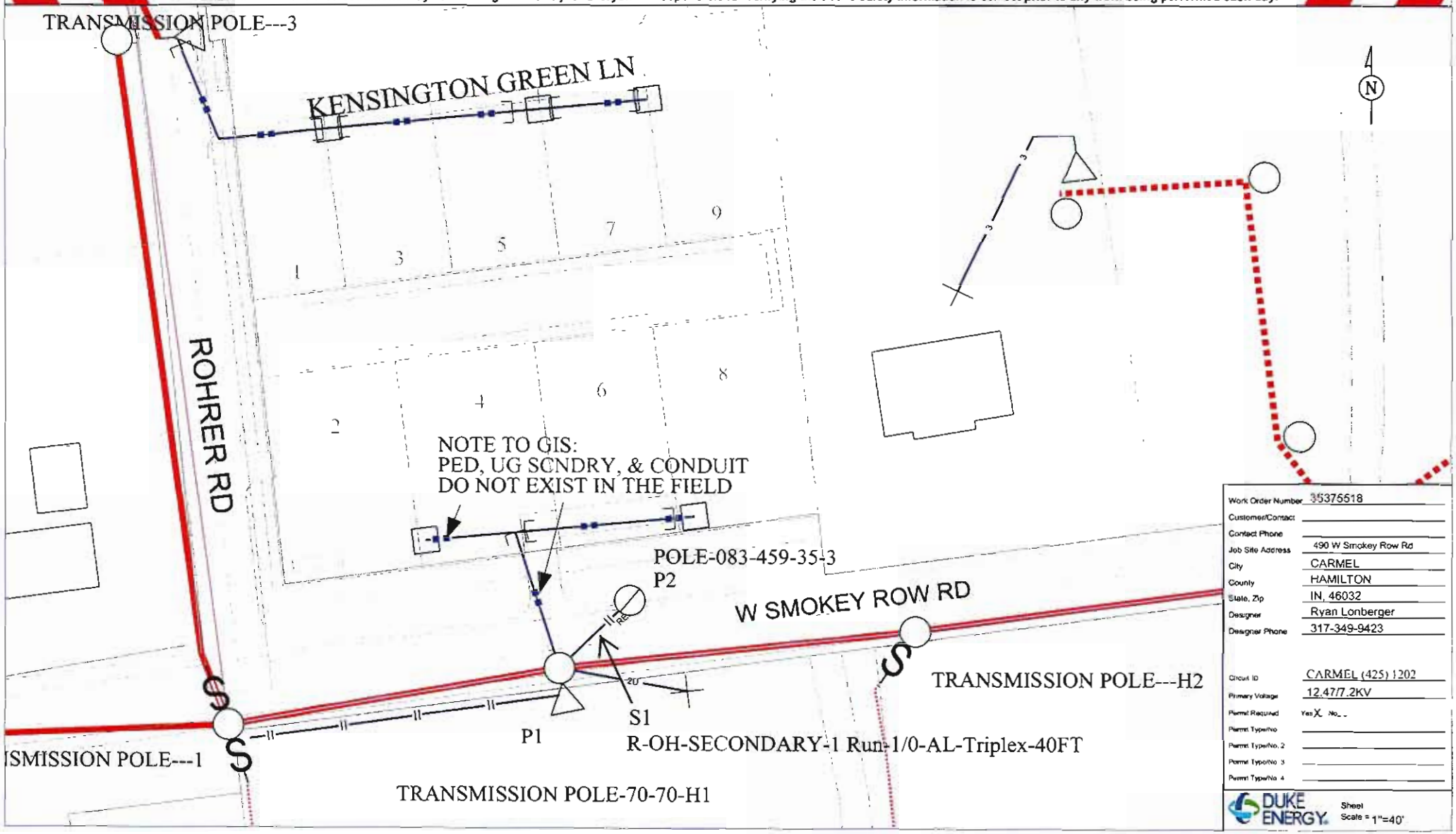
CIRCLE FOR SAFETY

**Safety Reminders / Adverse Conditions**

?:
?:
?:
?:

**REMOVE OH SCNDRY WIRE**
**TRAFFIC CONTROL - 2HRS**

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




| | |
|---|---|
| Work Order Number | 35375518 |
| Customer/Contact | |
| Contact Phone | |
| Job Site Address | 490 W Smokey Row Rd |
| City | CARMEL |
| County | HAMILTON |
| State, Zip | IN, 46032 |
| Designer | Ryan Lonberger |
| Designer Phone | 317-349-9423 |
| Circuit ID | CARMEL (425) 1202 |
| Primary Voltage | 12.47/7.2KV |
| Permit Required | Yes X No__ |
| Permit Type/No | |
| Permit Type/No. 2 | |
| Permit Type/No. 3 | |
| Permit Type/No. 4 | |

DUKE ENERGY.

Sheet
Scale = 1"=40'

CITY OF CARMEL

JAMES BRAINARD, MAYOR

January 29, 2020

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

***RE: LANE CLOSURES AND OPEN PAVEMENT CUT- 10 WEST CARMEL DRIVE***

Dear Board Members:

Mr. Kevin Noe with Vectren Energy is requesting approval for lane closures and open pavement cuts for the installation of a gas service line to the proscenium development at Carmel Drive and Rangeline Road (exhibit attached). The work will be done in two phases. The tap of the existing gas main will require a closure of both eastbound lanes. Once the tap is complete, the westbound lanes will be closed to allow trenching of the service line. The exact timing of the work will be coordinated with the Engineering Department and is expected to be completed by the end of February.

The Department of Engineering recommends that the Board approve the requested lane restriction, street 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 lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- 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. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\VECTREN-ROAD CLOSURE & CUT-PROSCENIUM.docx

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

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1 COVER SHEET
2 SHEET INFORMATION
3 PLAN
4 AS BUILT
5 DETAILS

| RESTORATION | | | |
|---|---|---|---|
| | | | |

| QUANTITIES REVIEW | |
|---|---|
| | |

WORK ORDER QUANTITIES (PROJECT TOTAL)

| PIPE INSTALLATION | | | | | | | PIPE RETIREMENT | | | SERVICES | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |

PROJECT INFORMATION

ANY AND ALL CHANGES IN CONSTRUCTION FROM THE PDR VERSION MUST BE APPROVED BY THE ENGINEER ASSIGNED

VECTREN Live Smart

LEGEND

- PROPOSED GAS MAIN
- PROPOSED GAS SERVICE
- RETIRED GAS
- EXISTING GAS MAIN
- EXISTING GAS SERVICE
- GAS VALVE
- NON CRITICAL GAS VALVE #
- CRITICAL GAS VALVE #
- ROAD CENTER LINE
- EASEMENT LINE
- ROW LINE
- EXISTING PAVEMENT
- CABLE/PHONE LINE
- FIBER OPTIC
- U.G. ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- WATER MAIN
- STORM LINE
- SANITARY LINE

| | |
|---|---|
| CONTRACTOR | |
| CREW LEADER | |
| VECTREN INSPECTOR | |
| PROJECT START DATE | |
| INSERVICE DATE | |
| COMPLETION DATE | |
| PROPOSED MAOP | 60 |
| SYSTEM MAOP | 60 |
| SYSTEM MOP | 54 |
| DIVISION | NW |
| OPERATING CENTER | DAN |
| CITY | CARMEL |
| STATE | IN |
| COUNTY | HAMILTON |
| GIS GRID | 190-152 |
| LATITUDE | 39.574291 |
| LONGITUDE | -86.073896 |
| DESIGNER | KEVIN NOE |
| DATE | 10-5-19 |
| REVISION DATE | 1-20-20 |
| ORACLE PROJECT NUMBER | 20583002041214 |
| MAXIMO NUMBER | 17389647 |
| DWG TITLE | SHEET INFO |