

**Board of Public Works and Safety Meeting
Agenda
Wednesday, February 19, 2020 – 10:00 a.m.
Council Chambers City Hall One Civic Square**

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the February 5, 2020, Regular Meeting**

2. PERFORMANCE RELEASE APPROVAL REQUESTS

- a. **Resolution BPW-02-19-20-02; Gramercy West Section 1; Curbs/Signs/BMP Structures/Storm Sewers; Buckingham Cons.**
- b. **Resolution BPW-02-19-20-04; Freddy's Frozen Custard; Right of Way; Errbody Land, LLC**

3. CONTRACTS

- a. **Resolution BPW 02-19-20-01; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; Actors Theatre of Indiana; (\$240,000.00); Mayor James Brainard**
- b. **Resolution BPW 02-19-20-05; A Resolution of the City of Carmel Board of Public Works Acknowledging Agreement Between Owner and Contractor; Kirby Realty Group; (\$2,500 per month); Property Management Agreement; Mayor James Brainard**
- c. **Request for Purchase of Goods and Services; CIM Audio Visual, Inc; (\$25,748.00); Midtown & Center Green AV Maintenance; Additional Services; Timothy Renick, Director of Information and Communication Systems**
- d. **Request for Purchase of Goods and Services; American Structurepoint, Inc; (\$8,100.00); 106th Street Over Keystone Bridge Collision Repair; Additional Services #2; Jeremy Kashman, City Engineer**
- e. **Request for Purchase of Goods and Services; Moser Consulting; Mutual Non-Disclosure Agreement; Timothy Renick, Director of Information and Communication Systems**
- f. **Request for Purchase of Goods and Services; Bright Equipment; (\$506,702.98); Two 2020 Loaders with Attachments; Dave Huffman, Street Commissioner**
- g. **Request for Purchase of Goods and Services; Nelson Alarm Company; (\$64,000.00); Various DVR Replacements; Additional Services; Timothy Renick, Director of Information and Communication Systems**
- h. **Request for Purchase of Goods and Services; Pearson Ford, Inc; (\$816,898.50); 2020 4 F250's / 8 F550's; Dave Huffman, Street Commissioner**
- i. **Request for Purchase of Goods and Services; Lacy Construction Group, Inc; (\$64,073.00); Other Contracted Services; Jim Crider, Director of Administration**
- j. **Resolution BPW 02-19-20-03; A Resolution of the City of Carmel Board of Public Works Acknowledging Receipt of Memorandum of Understanding; Microsoft Corporation; (\$329,778.00); Volume Licensing; Mayor James Brainard**

- k. **Request for Purchase of Goods and Services; Mainscape, Inc.; (\$1,351,440.00); Mowing/Landscaping;** Dave Huffman, Street Commissioner
- l. **Request for Purchase of Goods and Services; White Construction;(\$52,433.48); Main Street and Gray Road, Main St Multi-Use Pathway, Carey Rd and Main St Pathway Extension– Project #16-ENG-97, 16-ENG-109 and 16-ENG-55; CO #9;** Jeremy Kashman, City Engineer

4. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use/Close City Streets; St. Patrick’s Day Celebration; March 16-17, 2020; 3:00 p.m. – 8:00 a.m.;** Barry Miller, The Brockway Public House
- b. **Request to Use Center Green/Area on the South Lawn of Veteran’s Memorial; Carmel Farmers Market; Saturdays, May 2 – September 26, 2020; 6:00 a.m. – 1:00 p.m.;** Ron Carter, Carmel Farmers Market
- c. **Request to Use Council Chambers; Fair Housing Training for Real Estate Agents; May 12, 2020; 8:30 a.m. – 11:30 a.m.;** Angel Dean, FC Tucker Company
- d. **Request to Use Midtown Plaza/Stage at Midtown Plaza; 1-year Anniversary Celebration; May 2, 2020; 7:00 p.m. – 1:00 a.m.;** Amy Long, Fork + Ale House
- e. **Request to Use/Close City Streets; Carmel 5K for Haiti; August 1, 2020; 4:00 a.m. – 12:00 p.m.;** Jeff Hines, Carmel 5K for Haiti
- f. **Request to Use Breezeway Near Subway; Meet Me on Main – Art Project; April 11, 2020; 4:00 p.m. – 9:00 p.m.;** Karolyn Brumley, City of Carmel
- g. **Request to Use Breezeway Near Sub Zero; Meet Me on Main; August 8, 2020; 4:00 p.m. – 9:00 p.m.;** Karolyn Brumley, City of Carmel
- h. **Request to Use Breezeway Near Sub Zero; Meet Me on Main; June 13, 2020; 4:00 p.m. – 9:00 p.m.;** Karolyn Brumley, City of Carmel
- i. **Request to Use/Close City Streets; Meet Me on Main; May 9, 2020; 4:00 p.m. – 9:00 p.m.;** Karolyn Brumley, City of Carmel
- j. **Request to Use Breezeway Near Sub Zero; Meet Me on Main – Pumpkin Carving; October 10, 2020; 4:00 p.m. – 9:00 p.m.;** Karolyn Brumley, City of Carmel
- k. **Request to Use/Close City Streets; Meet Me on Main; September 12, 2020; 4:00 p.m. – 9:00 p.m.;** Karolyn Brumley, City of Carmel
- l. **Request to Use Center Green; Music on the Monon; May 30, June 6, 20, 27, July 25, August 1, 15, 2020; 5:00 p.m. – 9:00 p.m.;** Kaylee Purcell, City of Carmel
- m. **Request to Use Midtown Plaza; National Day of Prayer; May 7, 2020; 11:00 a.m. – 2:00 p.m.;** David Forbes
- n. **Request to Use Midtown Plaza; Strawberry Festival; June 13, 2020; 9:00 a.m. – 6:00 a.m.;** Kevin Price, St. Christopher’s Episcopal Church
- o. **Request to Use Caucus Room; Training Seminar; February 27, 2020; 8:30 a.m. – 3:30 p.m.;** Kolby Deming, Boar’s Head
- p. **Request to Use Caucus Room; Educational – Taxes in Retirement; March 3, 2020; 9:00 a.m. – 12:30 p.m.;** Michael Chapman, Provident Capital Management

5. OTHER

- a. **Uniform Conflict of Interest Disclosure Statement;** Scott K Osborne
- b. **Uniform Conflict of Interest Disclosure Statement;** Douglas C. Haney
- c. **Request for Performance Bond Amount Reduction; Gramercy West Section 1;** Tim Berry, Platinum Properties

- d. **Request for Perpetual Storm Water Quality Management Easement; Franciscan Orthopedic Center of Excellence; Sherri Wilson, Cripe**
- e. **Request for Perpetual Storm Water Quality Management Easement; Lakeside Retail Building; Greg Ripple, Kimley-Horn**
- f. **Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restriction; Replacement and Installation of Multiple Existing Utility Poles and Install Three New Mid-Span Poles; Duke Energy – Ditch/Towne Road; William Ferrell, Duke Energy**
- g. **Request for Waiver of BPW Resolution No. 04-28-17-01/Lane Restriction; Utility Pole Replacement and Installation; 1st Ave and Veterans Way; Nicole Halbert, Duke Energy**
- h. **Request for Lane Closure/Open Pavement Cut; 10101 Carrollton Ave; Armica Bash Gaspar, Vectren Energy**
- i. **Request for Lane Closure/Open Pavement Cut; 120 Ute Drive; Zach Spitz, Elevation Excavation**
- j. **Request for Lane Closure/Road Closure/Open Pavement Cut; 831 Auman West; Zach Spitz, Elevation Excavation**

6. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Minutes**
3 **Wednesday, February 5, 2020 – 10:00 a.m.**
4 **Council Chambers City Hall One Civic Square**

5
6 **MEETING CALLED TO ORDER**

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

10 **MEMBERS PRESENT**

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

14
15 *Mayor James Brainard was not present*

16
17 **MINUTES**

18
19 *Minutes from the January 22, 2020, Regular Meeting were approved 2-0*
20

21 **PERFORMANCE RELEASE APPROVAL REQUESTS**

22
23 *Resolution BPW-02-05-20-01; Tom Wood Jaguar; Erosion Control; Board Member Burke moved to*
24 *approve. Board Member Watson seconded. Request approved 2-0.*

25
26 **CONTRACTS**

27
28 *Request for Purchase of Goods and Services; Republic Roofing, Inc; (\$98,041.68); Roof Replacement*
29 *at Water Plant #5; Board Member Burke moved to approve. Board Member Watson seconded. Request*
30 *approved 2-0.*

31
32 *Request for Purchase of Goods and Services; KJI Institute for the Arts, Inc; (\$2,500.00); Professional*
33 *Services for MLK Program; Board Member Burke moved to approve. Board Member Watson*
34 *seconded. Request approved 2-0.*

35
36 *Request for Purchase of Goods and Services; Meg & Associates, LLC; (\$94,250.00); Event Planning*
37 *& Media Services; Board Member Burke moved to approve. Board Member Watson seconded. Request*
38 *approved 2-0.*

39
40 *Request for Purchase of Goods and Services; CrossRoad Engineers; (\$45,000.00); 2020 On-Call*
41 *Engineering and Inspection Services; Additional Services #8; Board Member Burke moved to approve.*
42 *Board Member Watson seconded. Request approved 2-0.*
43

44 *Request for Purchase of Goods and Services; Clark Dietz, Inc; (\$10,000.00); 126th Street Multi-Use*
45 *Path from keystone Parkway to Hazel Dell Parkways – Inspection; Additional Services #2; Board*
46 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0. Request*
47 *for Purchase of Goods and Services; Engledow, Inc; (\$90,832.00); Flower Maintenance; Board*
48 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

49
50 *Request for Purchase of Goods and Services; Zagster, Inc; (\$107,895.61); Service Fees for Bikes;*
51 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

52
53 *Request for Purchase of Goods and Services; Rollfast, Inc; (\$44,000.00); Cycling Event Services;*
54 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

55
56 *Request for Purchase of Goods and Services; VS Engineering, Inc; (\$3,100.00); 1st Street NW*
57 *Reconstruction – Supplemental Design; Additional Services #5a; Board Member Burke moved to*
58 *approve. Board Member Watson seconded. Request approved 2-0.*

59
60 *Request for Purchase of Goods and Services; MacAllister Machinery Co. Inc; (\$135,100.00); 2020*
61 *Tractor; Board Member Burke moved to approve. Board Member Watson seconded. Request approved*
62 *2-0.*

63
64 *Request for Purchase of Goods and Services; Rieth-Riley; (-\$404,170.92); 96th and Keystone Parkway*
65 *– Project #16-ENG-05; CO #11; Board Member Burke moved to approve. Board Member Watson*
66 *seconded. Request approved 2-0.*

67
68 **REQUEST TO USE CITY STREETS/PROPERTY**

69
70 *Request to Use Center Green; Carmel Winter Games; February 27 -29, 2020; 9:00 a.m. – 5:00 p.m.;*
71 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

72
73 *Request to Acknowledge Approval to Use Council Chambers; Purdue University Dance Marathon*
74 *Meeting; January 31, 2020; 5:30 p.m. – 8:45 p.m.; Board Member Burke moved to approve. Board*
75 *Member Watson seconded. Request approved 2-0.*

76
77 *Request to Use Midtown Plaza; Carmel Marathon; April 4, 2020; 7:00 a.m. – 2:00 p.m.; Board*
78 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

79
80 *Request to Use Civic Square Gazebo; Student Spring Recital; May 17, 2020; 11:00 a.m. – 5:00 p.m.;*
81 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

82
83 *Request to Use Center Green; Music for All National Festival; March 13, 2020; 6:00 a.m. –*
84 *Midnight.; Board Member Burke moved to approve. Board Member Watson seconded. Request*
85 *approved 2-0.*

86
87 *Request to Use Caucus Room; Medicare Educational Workshop; April 16, 29, May 28, and June 9,*
88 *2020; 5:30 p.m. – 7:30 p.m.; Board Member Burke moved to approve. Board Member Watson*
89 *seconded. Request approved 2-0.*

90

91 **OTHER**

92
93 *Uniform Conflict of Interest Disclosure Statement; Nancy Heck; Board Member Burke moved to*
94 *approve. Board Member Watson seconded. Request approved 2-0.*

95 *Uniform Conflict of Interest Disclosure Statement; Scott K Osborne; Item was TABLED*

96
97 *Uniform Conflict of Interest Disclosure Statement; Gregory A Webb; Board Member Burke moved to*
98 *approve. Board Member Watson seconded. Request approved 2-0.*

99
100 *Uniform Conflict of Interest Disclosure Statement; Kurt Weddington; Board Member Burke moved to*
101 *approve. Board Member Watson seconded. Request approved 2-0.*

102
103 *Request for Waiver of BPW Resolution No. 04-28-17-01; Utility Pole Replacement; Duke Energy –*
104 *141st & Shelborne Road; Board Member Burke moved to approve. Board Member Watson seconded.*
105 *Request approved 2-0.*

106
107 *Request for Lane Restriction/Path Closure/Open Pavement Cut; Jackson’s Grant Section 6; Board*
108 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

109
110 *Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restrictions; Utility Pole*
111 *Replacement and Installation of Zayo Small Cell Equipment; Various Locations; Board Member Burke*
112 *moved to approve. Board Member Watson seconded. Request approved 2-0.*

113
114 *Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restrictions; Utility Pole*
115 *Replacement; 106th and Estancia Way; Board Member Burke moved to approve. Board Member*
116 *Watson seconded. Request approved 2-0.*

117
118 *Request for Lane Restrictions/Road Closure/Open Pavement Cut; 850 Pawnee Drive; Board Member*
119 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

120
121 *Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restrictions; Utility Pole*
122 *Replacement; 310 1st Ave NE; Board Member Burke moved to approve. Board Member Watson*
123 *seconded. Request approved 2-0.*

124
125 *Request for Lane Restriction; 490 West Smokey Row; Board Member Burke moved to approve. Board*
126 *Member Watson seconded. Request approved 2-0.*

127
128 *Request for Lane Closures/Open Pavement Cut; 10 West Carmel Drive; Board Member Burke moved*
129 *to approve. Board Member Watson seconded. Request approved 2-0.*

130
131 **ADD-ON**

132
133 *Request to Add-on Dedication of Right-of-Way; Southwest Corner of 116th and College; Board*
134 *Member Burke moved to add-on. Board Member Watson seconded. Request approved 2-0. Board*
135 *Member Burke moved to approve the contract. Board Member Watson seconded. Request approved 2-*
136 *0.*

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

Sue Wolfgang – City Clerk

Approved

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

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

Date: February 11, 2020
Resolution No: BPW-02-19-20-02

From: CITY ENGINEER

Principal: Buckingham Construction Corp.

Surety: Great American Insurance

Board Members:

I have conducted final inspection at Gramercy West Section 1 for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Curbs	2607972	\$191,310.00
Signs	2607975	\$6,850.00
BMP Structures	2322945	\$109,960.00
Storm Sewers	2607970	\$656,190.00

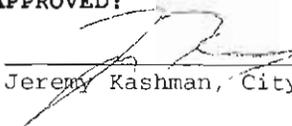
The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvement, subject to the following conditions:

Storm Sewer As-built files shall be submitted to the Engineering Department.

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

<u>ITEM</u>	<u>AMOUNT</u>
Curbs	\$28,896.50
Signs	\$685.00
BMP Structures	\$10,996.00
Storm Sewers	\$65,619.00

APPROVED:


Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 19th day of February, 2020, that the listed Performance Guarantee for the Gramercy West Section 1 as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Office)

(Member)
(Member)

Board of Public Works and Safety

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

Date: February 11, 2020
Resolution No: BPW-02-19-20-04

From: CITY ENGINEER

Principal: Errbody Land, LLC

Surety: Hartford Fire Insurance

Board Members:

I have conducted final inspection at Freddy's Frozen Custard for the following improvements:

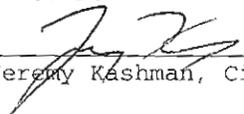
<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Right of Way	237BSBH24531	\$24,225.00

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:

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

<u>ITEM</u>	<u>AMOUNT</u>
Right of Way	\$2,422.50

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 19th day of February, 2020, that the listed Performance guarantee for the Freddy's Frozen Custard 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

RESOLUTION NO. BPW 02-19-20-01

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



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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2020.

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

BY:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____



ARTS GRANT PROGRAM AGREEMENT

This Grant Agreement (herein referred to as "Agreement") entered into by and between the City of Carmel (the "City") and ACTORS THEATRE OF INDIANA, INC. (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. That on behalf of Grantee, a not-for-profit corporation, I, JAMES A. REILLY, an authorized representative of Grantee, have applied for a City of Carmel ("Grantor") Arts Grant, said application attached hereto and made a part hereof as Exhibit "A."
2. **Grant Agreement.** The City, after review and recommendation by the Mayor, agrees to grant \$ 240,000.00 to the Grantee for the eligible costs of the project (the "Project") or services as described in Exhibits "A" and "B" of this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement. Generally, the Grant award may not exceed one third (1/3) of Grantee's combined contributed income, revenue of sales, and/or ticket revenue from the previous year. The City of Carmel may, however, make exceptions for start-up organizations that have been in existence for three (3) years or less.
3. **Design and Implementation of Project.** The Grantee agrees to use any and all grant funds in accordance with the proposal contained within this agreement and any documents attached to this Agreement, which are incorporated by reference.
4. **Warranty of non-profit status.** Grantee hereby represents and warrants that it is a not-for-profit entity with a determination letter from the Internal Revenue Service declaring that it is exempt from Federal income tax.

5. **Payment of Grant Funds by the City.** The payment of this Grant by the City to the Grantee shall be made in accordance with the following conditions:

- A. This Agreement must be fully executed and signed by both Grantee and Grantor.
- B. Grantee has attached all the following information, which it represents and warrants to be true and accurate, all which have been incorporated fully by reference:
 - 1. An application and description of the proposed use of the grant funds (EXHIBIT A);
 - 2. A budget for the calendar or fiscal year for which the grant is requested (EXHIBIT B);
 - 3. Certified copies of incorporation as a not-for-profit corporation under state law (EXHIBIT C);
 - 4. A not-for-profit application or determination letter from the U.S. Internal Revenue Service identifying that it is a not-for-profit corporation that is exempt from Federal income tax (EXHIBIT D);
 - 5. Any audits, reviews or compilations available describing the financial condition of the Grantee, most recent available IRS Form 990, and the attached Affidavit (EXHIBIT E);
 - 6. A list of the Grantee's board of directors and officers listed (EXHIBIT F);
 - 7. A Year End Report from the previous year if Grantee received an Arts Grant from the City of Carmel in the previous calendar year, pursuant to paragraph 8 herein (EXHIBIT G).
- C. Any other grant conditions that City requires to be met by Grantee, specifically:

6. **Grantor's right to request audit or review.** Grantee shall submit to an audit or review by an independent Certified Public Accountant of funds at the City's request, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement, and for a period of three (3) years after final payment of funds under this Agreement, for the purpose of an audit by the City of Carmel, the State of Indiana, or their designees. Said review or audit, if requested, shall be performed by a Certified Public Accountant ("CPA") who

is neither an employee of Grantee nor a member of the Grantee's Board of Directors. to be provided to the City of Carmel by March 31 of the following year.

7. **Quarterly financial statements.** Grantee agrees to provide the City of Carmel quarterly financial statements within 45 days after each quarter-end for Grant awards in excess of sixty thousand dollars (\$60,000).
8. **Year-end review.** Grantee agrees to provide the City of Carmel a year-end report ("Year End Report") for each year, describing how the grant was used and the impact of the dollars received.
9. **Funding Credit.** Grantee agrees to credit the City of Carmel in the printed materials associated with a funded program or project. The City of Carmel will supply, upon request, Grantee with the graphics/logos necessary for compliance.
10. **Statutory Authority of Grantee.** The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any Court of competent jurisdiction.
11. **Use of Grant Funds by Grantee.** The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose. If it is determined by the City that misappropriation of funds have occurred, the Grantee must return all funds received by Grantor and individuals who misuse Grant funds may also be subject to civil and/or criminal liability under Indiana and Federal law.
12. **Employment Eligibility Verification.** The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

13. **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.

14. **Relationship of Parties.** The relationship of the parties hereto shall be as provided for in this Agreement, and neither Grantee nor any of its compensated officers, employees, contractors, subcontractors and/or agents are employees of City. The Grant amount set forth herein shall be the full and maximum compensation and monies required of City to be paid to Grantee under or pursuant to his Agreement.
15. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provision of this Agreement shall remain in full force and effect.
16. **Entire Agreement.** This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Grantee and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 15 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:

ACTORS THEATRE OF INDIANA ("Grantee")

By: James A. Reilly (Signature)

Printed Name of Officer: JAMES A. REILLY Title: EXECUTIVE DIRECTOR

Date: 11/18/19

CITY OF CARMEL ("Grantor")

By: James Brainard

James Brainard, Mayor

Date: 12/30/19

ATTEST:

Sharon Kibbe

Date: 12-30-2019

If you have any question concerning the City of Carmel's 2019 Arts Grant Program, grant writing, guidelines or application materials, contact Sharon Kibbe, City of Carmel, One Civic Square, Carmel, IN 46032. Phone: 317-571-2483, skibbe@carmel.in.gov

Exhibit "A"

An Application and Description of the Proposed Use of the Grant Funds

APPLICANT:

Name of organization: ACTORS THEATRE OF INDIANA, INC.
Address: 510 3RD AVENUE SW
CARMEL IN 46032
Telephone: 317-669-1811 Fax: _____
Contact Person: JAMES A. REILLY
Email: JREILLY@ATISTAGE.ORG

APPLICATION AMOUNT: \$ 275,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

SEE ATTACHED EXHIBIT "A"

By James A Reilly
Printed Name of Officer: JAMES A. REILLY
Title: EXECUTIVE DIRECTOR
Date: 11/18/19

(Additional pages may be added to Exhibit "A")

EXHIBIT A: PROPOSAL NARRATIVE

Actors Theatre of Indiana
November 15, 2019

OVERVIEW OF THE ORGANIZATION

Please note that programs shown in bold type are either new or modified programs for ATI.

In 2020, Actors Theatre of Indiana will be entering its fifteenth season of presenting Broadway musicals and stage plays, as well as Indiana theatre premieres. It will also be our ninth season of performing in the Studio Theatre at the Center for the Performing Arts. Co-founders Don Farrell, Judy Fitzgerald, and Cynthia Collins are professional performers, directors, and choreographers with over 75 years of combined professional experience in Off-Broadway productions, Radio City Music Hall, Madison Square Garden, Las Vegas, National and International Tours, Television, and Regional Theatres. Because of their range of experience and professional connections, we are able, if necessary, to utilize performers and directors from across the country to fill specific needs and roles in our productions. Quite frankly, Actors Theatre of Indiana could be considered in many ways a national theatre company.

In 2019, we expanded our mission and added an additional educational initiative to the organization. We now have two very talented individuals who are responsible for administering our Student Theatre Education Program (STEP). This tuition-based program is for students from 14 to 18 years of age who are contemplating pursuing a career in theatre, both in front of the curtain as well as behind the curtain. The students will work with our professional team from first rehearsal through opening night and be exposed to all facets of theatre production. We have received several grants from the Clay Township Trustee to help grow this educational initiative through part of 2020.

Also, in honor of our 15th season, we have launched a new program entitled the “Actors Theatre of Indiana Lab Series”. This program is committed to nurturing new plays by offering playwrights an intensive weekend of discussion and play development with a cast of professional actors and directors in a creative laboratory setting. Each play will have a reading and a talk-back session with ATI audiences, staff, cast and playwright. It is our belief that to be considered a true theatre company in this community we need to offer playwrights an opportunity to bring their new works to the stage.

COMMUNITY INVOLVEMENT

- Members of the Carmel Chamber of Commerce
- Members of the Hamilton County Convention & Visitors Bureau
- Participated and performed in the 2019 Carmel Fest parade
- Participates every summer in the Carmel Farmers Market
- Upon request, we provide sign language interpreters for the hearing impaired
- Performs annually in Carmel's Veterans Day ceremony
- Performs caroling during the Christmas holidays in the Arts & Design District as well as the popular Christkindlmarkt
- On occasion we have performed a free summer concert series at Carmel City Center
- Performed our *Cole Porter Revue* at The Barrington's grand opening
- Presented "An Evening with Frank Sinatra" at The Bridgewater Club
- In collaboration with the Autism Society of Indiana, we have provided a special "lights up, sound down" performance of *A Year with Frog & Toad*
- We provided free tickets to the Big Brothers/Big Sisters organization to see *A Year with Frog & Toad*
- We have performed readings of *A Year with Frog & Toad* at libraries and schools throughout Carmel and Central Indiana
- **In February of 2020, there will be a two-night joint concert at The Palladium with the Carmel Symphony Orchestra. The dates have already been reserved at the Palladium for February 21 and 22, 2020. More details about this exciting event will be forthcoming shortly.**

EXHIBIT A

PROPOSED USE OF 2020 CARMEL ARTS GRANT FUNDING

Our focus has always been, and remains, to present theatrical productions that entertain and inspire the audience. Our aggressive use of social media enables us to reach a targeted audience at a fraction of the cost of traditional media. Our 2019/2020 season subscriptions are 10% higher than they were for the 2018/2019 theatrical season so it is obvious that our audiences are enjoying and supporting our professional productions. We are committed to the following organizational values:

- If necessary, we will continue to utilize professional talent from New York, Chicago, and Los Angeles to enhance the professionalism of our productions.
- We will continue to invest wisely in our production values, including stage design, sound design, and lighting design.

- Depending on the costs of the productions, we will strive to present at least two productions a year with larger casts and tremendous name recognition.
- We will strive to grow and expand the educational component of the organization to include as many students as possible.
- **We will grow the ATI Lab Series to provide opportunities for as many playwrights as possible to present their new works on the ATI stage in the Studio Theatre.**
- We will continue to give back to the community by performing at local events at no charge. A few of the events are the Veterans Day Ceremony, the Lighting of the Tree at Christmas, Holiday in the Arts District, and the Carmel International Arts Festival.

The Carmel Arts Grant enables us to proudly represent the City of Carmel as the Resident Professional Theatre Company at The Center for the Performing Arts.

We are at the point in our artistic existence in the Studio Theatre where we need to continually upgrade our lighting, our production equipment, our cabaret staging equipment, and the music and sound equipment that we use for our productions. We purchased some of this equipment last year with proceeds from the Carmel Arts Grant. Quite simply, these new capital expenditures were prudent artistic additions, both fiscally and developmentally, and helped ATI to continue offering the professional stage productions that our community so richly deserves. Here is a listing of the equipment that we would like to purchase with a portion of the proceeds from the 2019 Carmel Arts Grant:

- We need to purchase **several more Sennheiser microphones (transmitters and receivers)** to replace some of our existing units. **The estimated cost of these microphones will be approximately \$5,000. We will always attempt to repair a piece of equipment, including microphones. However, sometimes wear and tear take a toll on the equipment and new equipment may need to be replaced.**

As in prior years, foundation grants, other governmental grants, individual donations, gifts of corporate stocks, corporate sponsorships, and in-kind donations will supplement the Carmel Arts Grant in supporting Actors Theatre of Indiana. **A stock donation plan was implemented in 2018 and a Planned Giving initiative was implemented in 2019** in the hope that Actors Theatre of Indiana will be included in the estate plans of our patrons.

Additionally, and in the spirit of full disclosure, the City of Carmel needs to be aware of the following information:

- As mentioned in **Exhibit G**, for as long as Actors Theatre of Indiana has been receiving the Carmel Arts Grant, no Grant funds have ever been allocated to increasing staff compensation. This practice will continue through 2020. We currently have four (4) full-time employees, each being paid an annual salary of \$30,000 or \$576 weekly. The

two part-time individuals who head up our Student Theatre Education Program are paid \$15,000 each. The money to cover their salaries comes solely from student tuition money and grants generated from the educational program. It has become increasingly obvious to the Board of Directors that if we were to lose any of our four full-time employees for any reason, we would not be able to replace any of them for \$30,000, thereby putting the future of the organization in jeopardy. **Additionally, everyone should be aware that when our three Founders are performing in an ATI production, they always forfeit their Actors Equity salary of \$2,100 per production. They do this to save money for the organization.**

The Executive Director has made a request to the Board of Directors to form a compensation committee to determine the appropriate salary levels for the staff and to identify sources of funding that can be utilized to pay for the increased salaries.

Additionally, the Executive Director has made a request to the Board of Directors to create a succession plan in the event that the Executive Director or any of the Founders choose to leave the organization for any reason.

2020 OPERATIONAL FUNDING REQUEST

Total revenue per ATI's 7/31/19 financial audit	\$826,371
Grant award percentage guideline	<u>33.3%</u>
Grant Amount Requested	<u>\$275,000</u>

EXHIBIT "B"

ACTORS THEATRE OF INDIANA		OPERATING BUDGET FOR FISCAL YEAR ENDING JULY 31, 2020	
INCOME			
Earned Income			
Admission/Ticket Income	\$	260,000	
Sponsorships	\$	75,000	
Theatre Immersion Income	\$	25,000	
Contributed Income			
Individual/Corporate Contributions	\$	70,000	
Foundation Support	\$	85,000	
Fundraising/Special Events	\$	50,000	
Government Income			
Federal NEA	\$	15,000	
State IAC	\$	15,000	
City Carmel and HCCVB	\$	242,000	
Total Cash Income	\$	837,000	
In-Kind Goods and Services	\$	50,000	
TOTAL INCOME	\$	887,000	
EXPENSES			
Production Expenses			
Production Personnel	\$	300,000	
Production Costs	\$	150,000	
Theatre Immersion Expenses	\$	25,000	
General & Administrative Expenses			
Executive Director	\$	60,000	
Marketing Director	\$	35,000	
Professional Fees	\$	7,000	
Consultants	\$	25,000	
Insurance	\$	12,000	
Travel & Entertainment	\$	5,000	
Telephone and IT	\$	23,000	
Advertising/Professional Fees	\$	40,000	
Interest & Bank Card Fees	\$	5,000	
Rent & Occupancy Costs	\$	145,000	
In-Kind Goods & Services	\$	50,000	
TOTAL EXPENSES	\$	882,000	

ACTORS THEATRE OF INDIANA, INC.

FORMAL REQUEST FOR ADDITIONAL FUNDING FROM THE 2020 CARMEL ARTS GRANT TO HELP COVER ONE HALF OF THE COSTS OF THE SWEENEY TODD PRODUCTION IN THE PALLADIUM

DATES OF PERFORMANCES: FEBRUARY 21 AND 22, 2020

LOCATION OF EVENT: PALLADIUM

PRESENTING ORGANIZATIONS: ACTORS THEATRE OF INDIANA/CARMEL SYMPHONY ORCHESTRA

ORGANIZATION REQUESTING GRANT: ACTORS THEATRE OF INDIANA

AMOUNT OF GRANT REQUESTED: \$37,500

CURRENT BUDGET FOR THIS PRODUCTION

EARNED REVENUE	\$88,000
ATI/CSO EXPENSES	(\$82,000)
CPA EXPENSES	<u>(\$16,000)</u>
NET INCOME/LOSS	<u>(\$10,000)</u>

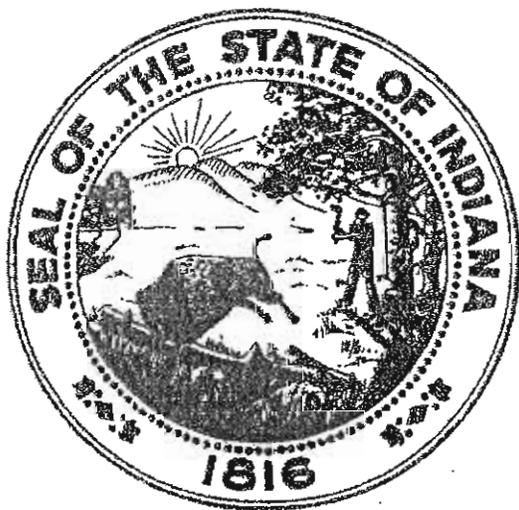
State of Indiana
Office of the Secretary of State

EXHIBIT "C"

CERTIFICATE OF INCORPORATION
of
ACTORS THEATRE OF INDIANA, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, March 18, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 18, 2005.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

EXHIBIT "D"

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

JUN 22 2005

Date:

ACTORS THEATRE OF INDIANA INC
C/O DONALD M MEYER
BOSE MCKINNEY & EVANS LLP
135 N PENNSYLVANIA ST
INDIANAPOLIS, IN 46204

Employer Identification Number:
20-2530124
DLN:
17053140022015
Contact Person:
DOROTHY M LAWRENCE ID# 31450
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
MARCH 18, 2005
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

ACTORS THEATRE OF INDIANA INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, JAMES A. REILLY, an authorized representative of ACTORS THEATRE OF INDIANA ("Grantee"), being first duly sworn upon my oath, state that pursuant to paragraph 2 of the City of Carmel Arts Grant Program Agreement, all income of Grantee, including a City of Carmel arts grant, if applicable, revenue of sales, and/or ticket revenue, etc., in the ~~calendar~~ fiscal year ending ~~2018~~ 2019 totaled \$ 826,371.00.

James A Reilly
Signature
Printed Name JAMES A. REILLY

Subscribed and sworn to before me, the undersigned Notary Public, this 20th day of November, 2019.

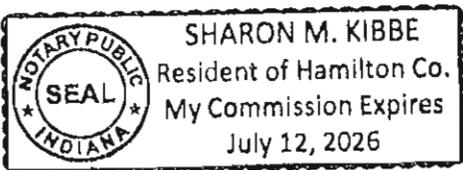
Sharon M. Kibbe
Signature - Notary Public

Printed Name Sharon M. Kibbe

Resident of Hamilton County, Indiana

My Commission Expires: July 12, 2026

[SEAL]



ACTORS THEATRE OF INDIANA INC.

BALANCE SHEET

As of November 20, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1002 United Fidelity Bank	-2,749.06
1010 Money Market - Endow	0.00
1015 Business Savings 1701	275.91
1040 Petty cash	0.00
1050 In-Kind Clearing	0.00
Total Bank Accounts	\$ -2,473.15
Accounts Receivable	
1100 Accounts Receivable	3,000.00
1105 Ticket Sales Receivable	0.00
Total 1100 Accounts Receivable	3,000.00
1210 Pledges receivable	0.00
1240 Grants receivable	-9,166.50
Total Accounts Receivable	\$ -6,166.50
Other Current Assets	
1299 Undeposited Funds	0.00
1310 Employee & trustee receivables	-0.19
1320 Notes/loans receivables	0.00
1445 Prepaid Insurance	4,051.42
1450 Prepaid expenses	267.59
1455 Prepaid Royalties & Prod Exp	35,538.26
1460 Security Deposits	7,342.00
1580 Investments - other	0.00
Total Other Current Assets	\$47,199.08
Total Current Assets	\$38,559.43
Fixed Assets	
1630 Leasehold improvements	2,120.90
1640 Furniture, fixtures, & equip	32,455.82
1645 Theatrical Lighting	8,060.00
1655 Theatrical Sound Equipment	13,546.17
1745 Accum Depreciation	-28,421.83
Total Fixed Assets	\$27,761.06
Other Assets	
1999 Clearing Account	-20.00
Total Other Assets	\$ -20.00
TOTAL ASSETS	\$66,300.49
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	

	TOTAL
2010 Accounts payable	71,855.49
Total Accounts Payable	\$71,855.49
Credit Cards	
2055 Menards	2,853.28
Total Credit Cards	\$2,853.28
Other Current Liabilities	
2100 Payroll Liabilities	2,496.60
2105 Union Dues EE W/H	-28.43
2106 Union Initiation Fees	45.00
2108 Deferred Payroll	-0.04
2110 Accrued payroll	0.00
2130 Accrued payroll taxes	0.20
2150 Accrued expenses - other	0.00
2300 Deferred Revenue	0.00
2305 Season Tickets	0.00
2310 Sponsorships	0.00
2312 Underwriting	0.00
2315 Gala Tickets	0.00
2320 Education Programs	0.00
2325 Special Performances	0.00
Total 2300 Deferred Revenue	0.00
2550 Loan payable	0.00
2565 Agent Fees Payable	133.95
2570 Short-term liabilities - other	0.00
2620 Line of Credit - United Fidelity	70,000.00
Total Other Current Liabilities	\$72,647.28
Total Current Liabilities	\$147,356.05
Long-Term Liabilities	
2810 Employee Payable	0.00
2910 Private Loan	35,000.00
Total Long-Term Liabilities	\$35,000.00
Total Liabilities	\$182,356.05
Equity	
3001 Opening Bal Equity	0.00
3010 Unrestrict (retained earnings)	-39,419.25
Retained Earnings	0.00
Net Income	-76,636.31
Total Equity	\$ -116,055.56
TOTAL LIABILITIES AND EQUITY	\$66,300.49

ACTORS THEATRE OF INDIANA INC.

PROFIT AND LOSS

January 1 - November 20, 2019

	TOTAL
Income	
4000 ATI Ticket Sales	
4001 Single Ticket Sales	148,805.32
4003 Season Tickets	84,087.00
Total 4000 ATI Ticket Sales	232,892.32
4010 Indiv/business contribution	
4005 Board Donations	7,000.00
4011 Individual Donations	24,888.31
4012 Corporate Donations	-27,933.79
Total 4010 Indiv/business contribution	3,954.52
4015 Sponsorships	
4016 Show Sponsorships	2,000.00
4017 Season Sponsor	32,500.00
4018 Actor Sponsor	2,000.00
Total 4015 Sponsorships	36,500.00
4040 Special Events Income	3,825.00
4110 Donated pro services - GAAP	11,540.66
4130 Gifts in kind - goods	4,000.00
4135 Education Program	8,045.00
4150 Donated use of facilities	26,893.80
4210 Corporate/business grants	2,250.00
4230 Foundation/trust grants	95,275.00
4250 Nonprofit organization grants	500.00
4305 Program Advertising	1,490.00
4540 Local government grants	263,000.00
5000 Earned revenues	
5490 Miscellaneous revenue	116.45
Total 5000 Earned revenues	116.45
5820 Fundraising	47,106.05
Total Income	\$737,388.80
Cost of Goods Sold	
7000 Production Salaries & related expenses	
7020 Salaries & Wages	178,640.78
7050 Payroll Tax	6,232.90
7061 Equity League Health	19,132.00
7062 Equity League Pension	4,314.64
7065 AEA Dues	682.85
Total 7000 Production Salaries & related expenses	209,003.17
7100 Contracted Production Staff	
7103 Actors	50.00
7105 Director	8,763.33
7107 Production Manager/Assistant	300.00
7109 Master of Properties	1,500.00

	TOTAL
7110 Choreographer	2,500.00
7115 Music Dir/Accomp/Conductor	10,134.16
7120 Musicians	11,925.00
7125 Scenic Designer/Carpenter	4,000.00
7130 Costumer	5,968.00
7135 Sound Designer/Audio Engineer	2,950.00
7140 Lighting Designer/Master Electrician	6,550.00
7145 Photographer	3,783.00
7150 Other Production Contractors	350.00
7155 Instructors	1,935.00
Total 7100 Contracted Production Staff	60,708.49
7200 Other Production Costs	
7205 Properties	2,304.47
7208 Equipment Purchases	2,597.56
7210 Equipment Rental	4,951.45
7212 Wig rental/design/maintenance	4,415.16
7215 Costumes	1,255.16
7225 Scenery	4,843.71
7227 Lighting Supplies	1,050.97
7228 Stage Mgmt Supplies	6,745.11
7229 Sound Supplies	1,508.75
7230 Food & Beverage	505.05
7231 Artistic Expenses	315.00
7235 Royalties/Scripts	27,473.92
7245 Misc Production Costs	1,246.20
7250 Crew Meals	233.41
7260 Tech/Rehearsal	100.00
7265 Facility Rental	250.00
7275 Travel/Lodging	4,011.03
7280 Program Supplies	55.44
Total 7200 Other Production Costs	63,862.39
Total Cost of Goods Sold	\$333,574.05
GROSS PROFIT	\$403,814.75
Expenses	
7300 Salaries & related expenses	
7320 Salaries & Wages	21,595.72
7350 Payroll taxes	8,916.07
7351 SUI	1,187.11
Total 7350 Payroll taxes	10,103.18
Total 7300 Salaries & related expenses	31,698.90
7400 Advertising & Marketing	95.00
7405 Print Ads	26,248.25
7410 Electronic Media	11,836.71
7415 Graphic Design	3,391.60
7425 Promotional Events/Fairs	1,772.08
Total 7400 Advertising & Marketing	43,343.64
7450 Fundraising expenses	3,521.93
7500 Legal & Professional Fees	
7505 Payroll Fees	3,840.22

	TOTAL
7520 Accounting fees	17,504.91
7530 Legal fees	3,344.00
7540 Professional fees - other	10,498.75
7580 Donated pro services - GAAP	11,540.66
Total 7500 Legal & Professional Fees	46,728.54
8100 Non-personnel expenses	
8110 Supplies	994.23
8130 Telephone & Internet	8,129.21
8140 Postage, shipping, delivery	7,622.28
8160 Equip rental & maintenance	2,012.00
8170 Printing & copying	34,285.18
8180 Books, subscriptions, reference	1,480.00
8193 Facility Rental	14,313.00
Total 8100 Non-personnel expenses	68,835.90
8200 Occupancy expenses	
8210 Rent, parking, other occupancy	81,640.78
8240 Personal property taxes	315.28
8280 Donated facilities - GAAP	26,893.80
Total 8200 Occupancy expenses	108,849.86
8300 Travel & meetings expenses	
8305 Meals/Entertainment	1,489.85
8310 Travel	773.05
Total 8300 Travel & meetings expenses	2,262.90
8400 Depreciation & amortization exp	5,875.00
8500 Misc expenses	2,132.00
8505 Credit Card Fees	4,817.19
8510 Interest expense	3,918.78
8515 Bank Fees	237.25
8518 Late Fees	0.00
8520 Business Insurance	12,047.00
8530 Membership dues - organization	1,440.00
8540 Staff/Board development	356.92
8560 Outside Computer Services	3,271.78
8565 IT Subscriptions	3,173.44
Total 8560 Outside Computer Services	6,445.22
8570 Advertising & Marketing	27,404.60
8590 Other expenses	0.00
Total 8500 Misc expenses	58,798.96
8600 Business expenses	
8670 Organizational (corp) expenses	21.00
Total 8600 Business expenses	21.00
8700 Education Program Expense	1,794.13
8710 Gain/(Loss) on disposal of fixed assets	333.00
Total Expenses	\$372,063.76
NET OPERATING INCOME	\$31,750.99
Other Income	
4999 Other Miscellaneous Income	100.00
Total Other Income	\$100.00

	TOTAL
NET OTHER INCOME	\$100.00
NET INCOME	\$31,850.99

Return of Organization Exempt From Income Tax

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

2017
Open to Public Inspection

A For the 2017 calendar year, or tax year beginning 08/01/17, and ending 07/31/18

B Check if applicable: Address change Name change Initial return Final return/terminated Amended return Application pending	C Name of organization <p align="center">Actors Theatre of Indiana, Inc.</p> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <p>510 3rd Avenue SW, Suite D</p> City or town, state or province, country, and ZIP or foreign postal code <p>Carmel IN 46032</p>	D Employer identification number <p>20-2530124</p>
	E Telephone number <p>317-669-7983</p>	
	G Gross receipts\$ 793,901	
	F Name and address of principal officer: <p>Jim Reilly 510 3rd Ave SW, Suite D Carmel IN 46032</p>	
	H(a) Is this a group return for subordinates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> H(b) Are all subordinates included? Yes <input type="checkbox"/> No <input type="checkbox"/> If "No," attach a list (see instructions)	

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ **www.atistage.org**

H(c) Group exemption number ▶

K Form of organization: Corporation Trust Association Other ▶ **L** Year of formation: **2005** **M** State of legal domicile: **IN**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: Advance theatre as an art form by providing creative opportunities and guidance to artists.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	11	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	11	
	5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	71	
	6	Total number of volunteers (estimate if necessary)	20	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0	
7b	Net unrelated business taxable income from Form 990-T, line 34	0		
Revenue			Prior Year	Current Year
	8	Contributions and grants (Part VIII, line 1h)	402,205	451,031
	9	Program service revenue (Part VIII, line 2g)	242,501	328,784
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0	0
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	22,243	11,095
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	666,949	790,910	
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	305,249	465,386
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 24,817		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	363,779	351,696
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	669,028	817,082	
19	Revenue less expenses. Subtract line 18 from line 12	-2,079	-26,172	
Net Assets or Fund Balances			Beginning of Current Year	End of Year
	20	Total assets (Part X, line 16)	84,386	112,981
	21	Total liabilities (Part X, line 26)	167,538	222,305
22	Net assets or fund balances. Subtract line 21 from line 20	-83,152	-109,324	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer <p align="center">Jim Reilly</p>	Date <p align="center">Executive Director</p>
	Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name Robert K. Brinkers, CPA	Preparer's signature Robert K. Brinkers, CPA	Date 01/11/19	Check if self-employed <input type="checkbox"/>	PTIN P00409428
	Firm's name ▶ Alerding CPA Group			Firm's EIN ▶ 35-2043580	
	Firm's address ▶ 4181 E 96th St Ste 180 Indianapolis, IN 46240			Phone no. 317-569-4181	

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

ACTORS THEATRE OF INDIANA

BOARD OF TRUSTEES (as of 11/1/19)

JOHN TERRY - PRESIDENT

CTG LAW

CARMEL, IN 46032

317-902-1113 (M)

Current term expires on December 31, 2020

jterry@ctglaw.com

DANIEL MCFEELY - VICE PRESIDENT

JOURNALIST/COMMUNICATIONS CONSULTANT

CARMEL, IN 46032

317-847-9266 (M)

Current term expires on December 31, 2022

danmcfelyink@gmail.com

MELISSA VOLZ-SMITH - SECRETARY

UNITED FIDELITY BANK

CARMEL, IN 46032

317-550-8868 (M)

Current term expires on December 31, 2022

melissa.volz-smith@unitedfidelity.com

JILL ZANIKER

THE JEFF ZANIKER MEMORIAL FOUNDATION FOR THE ARTS

CARMEL, IN 46032

317-258-5455 (M)

Current term expires on December 31, 2021

jillzaniker@hotmail.com

E.DAVIS COOTS

COOTS HENKE & WHEELER

CARMEL, IN 46032

317-840-9898 (M)

Current term expires on December 31, 2021

dcoots@chwlaw.com

DR. JOSEPH FITZGERALD

INDIANA UNIVERSITY HEALTH

INDIANAPOLIS, IN 46260

317-809-0071 (M)

Current term expires on December 31, 2019

jfitzge1@iupui.edu

RANDALL CLOE

CLOE LEGAL, LLC

CARMEL, IN 46032

317-514-0415 (M)

Current term expires on December 31, 2020

rcloe@cloelegal.com

RACHEL IRELAN

DELOITTE CONSULTING

CARMEL, IN 46032

765-623-0245 (M)

Current term expires on December 31, 2019

racheljmccconnell@gmail.com

AMY PAUSZEK

FILM PRODUCER/PHOTOGRAPHER

CARMEL, IN 46032

317-625-3451 (M)

Current term expires on December 31, 2020

aepaws1@comcast.net

CHRISTINE REPERT

RETIRED FROM BRIDGESTONE AMERICAS, INC.

INDIANAPOLIS, IN

317-730-1964 (M)

Current term expires on December 31, 2022

christinecreppert17@gmail.com

EXHIBIT G

ACTORS THEATRE OF INDIANA YEAR-END REPORT 2019 ARTS GRANT FROM THE CITY OF CARMEL

In January of 2019, Actors Theatre of Indiana was awarded an arts grant from the City of Carmel in the amount of \$240,000. Listed below is a summarization of the programs that were funded by this grant and the effect those programs had in the Carmel community.

In an increasingly difficult economic climate for arts organizations, families have many choices as to how they spend their disposable dollars. Carmel is blessed to have a plethora of arts organizations, as well as a high school theater department that is second to none in the country. ATI needs to stand above the crowd with the genius and creativity of our marketing efforts, including the use of social media. Because of this, in May of 2018 I retained the services of Meg Osborne and her marketing firm to handle our entire marketing effort. The results of this change in our marketing strategy have been remarkable. The decision to retain Meg Osborne was made possible, in part, using proceeds from the Carmel grant. Additionally, we expanded Meg's duties at ATI in July of 2019 to include all of the fund raising and development activities for the organization

Because of size restraints in the Studio Theatre, we are unable to present many of the larger Broadway musical productions that the Carmel community would enjoy. Therefore, we need to be creative in the productions that we do present. Unlike community theatres who don't pay their actors and because we are a professional equity company, we utilized the Carmel Arts Grant to improve the salaries we pay to the technical people we hire for our performances. Professional fees for sound design, lighting design, wardrobe design, and scenic design have all been upgraded and the results can be seen in the overall quality of our productions. We also continued our strategy of continually upgrading our lighting and sound equipment. We take our roll as one of Carmel's economic generators at The Center for the Performing Arts very seriously.

In June of 2018, the Central Indiana Community Foundation and the Indy Fringe organization inquired of ATI if we would be willing to present one of our Broadway productions in the recently renovated District Theatre on Massachusetts Avenue in downtown Indianapolis. In a spirit of cooperation with the arts community in Marion County we accepted their invitation. For almost the entire month of July, our three founders and one other actor presented **Forbidden Broadway** in the District Theatre. This experience did give us tremendous exposure in an area where ATI is not a household name, downtown Indianapolis. If asked to do this again, I'm sure our answer would be a resounding yes.

And finally, as I mentioned in **Exhibit A**, not one dollar of any Carmel Arts Grant has ever been used to increase staff compensation. However, you will notice in our 2020 operating budget on **Exhibit B**, the salary of the Executive Director is shown at \$60,000. Obviously, there is no

guarantee that this will occur. This was done in the hope that the board of Directors will find funding sources to raise overall staff compensation to realistic levels for the Executive Director as well as the three founders of ATI based on existing compensation research data. A \$30,000 annual salary, which is what all four ATI employees are currently being paid, is simply not realistic in today's economic environment.

RESOLUTION NO. BPW 02-19-20-05

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

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

PROPERTY MANAGEMENT AGREEMENT



THIS AGREEMENT, between The City of Carmel, by and through its Board of Public Works and Safety (hereinafter referred to as "Owner"), and Kirby Realty Group, LLC, an Indiana corporation (hereinafter referred to as "Manager"),

WITNESSETH:

WHEREAS, Owner is the owner of certain properties located at 106-136 West Carmel Drive, 138 West Carmel Drive, 146-148 West Carmel Drive and 150 West Carmel Drive, Carmel, IN 46032 (herein referred to as the "Properties"), which are depicted in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Manager is in the business of operating and maintaining real estate similar to the Properties owned by Owner; and

WHEREAS, Owner desires to retain Manager to provide property management services to the Properties upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, Owner and Manager hereby agree as follows:

1. APPOINTMENT OF MANAGER

Owner hereby appoints and engages Manager as Agent to supervise and direct the operation of the Properties during the entire term hereof.

2. TERM OF AGREEMENT

This Agreement shall become effective on the 17th day of January, 2020, (hereinafter referred to as the "Effective Date"), and shall continue in full force and effect until October 31st or the last tenant vacates the premises, whichever occurs earlier, unless sooner terminated in accordance with the terms of this Agreement.

3. POWER AND DUTIES OF MANAGER

Manager shall have the authority to execute contracts on behalf of Owner for ordinary repairs, maintenance, and operation of the Properties. However, Manager agrees to secure the Owner's prior approval on all contracts requiring expenditures in excess of \$500 for any one item or series of related items with the same vendor, except for any expenditures resulting from emergency repairs deemed necessary by Manager. For the purpose of this Agreement, an "emergency" shall be defined as any situation in which failure on the part of Manager to act promptly would reasonably be expected to cause

injury to person or appreciable property damage. Manager will make all reasonable efforts to obtain the approval of Owner before making any emergency expenditure.

Manager, in the name of and on behalf of the Owner, shall also provide the following services for Owner:

a) **PROPERTY MANAGEMENT**

- 1) At the expense of Owner, make, or have made under its supervision, all minor repairs, replacements, alteration, additions, improvements, and decorations necessary to preserve the Properties in good condition and repair and at the optimum operating efficiency;
- 2) Perform preventative maintenance functions and present recommendations to Owner regarding the physical condition which will tend to maintain the Properties at high standards of soundness, efficiency, and cleanliness as described in the exhibit attached hereto as Exhibit B;
- 3) Purchase, at Owner's expense, materials and supplies required for the operation and maintenance of the Properties; and
- 4) Report to Owner regularly according to the exhibit attached hereto as Exhibit C and report promptly to Owner any conditions relative to the Property requiring the immediate attention of Owner.

b) **OWNER SERVICE REQUESTS.** Provide general maintenance services to Owner of the Properties.

c) **SNOW REMOVAL.** Snow removal services will be contracted by the provider used by Manager for its adjoining properties, Providence Outdoor ("Snow Contractor"). The contract with the Snow Contractor provides snow removal by the Snow Contractor whenever accumulations reach 2 inches or more. Owner will be billed for the cost of snow removal provided by the Snow Contractor on a pro-rata basis. Manager is not responsible for the errors, omissions, or negligence of the Snow Contractor and its obligations under this agreement is to manage the contract in a manner consistent with its other properties.

In the event that Owner is dissatisfied with the performance of the Snow Contractor it may elect to directly contract for snow removal outside the scope of this contract after notice to the Manager that the Manager's obligation for snow removal contracting are terminated.

4. INSURANCE AND INDEMNIFICATION

- a) **MANAGER'S INSURANCE COVERAGE.** Manager shall, at Manager's expense, provide all the following insurance coverage throughout the term of this Agreement and shall deliver to Owner certificates of insurance evidencing the following coverage:
- 1) Worker's Compensation and Occupational Disease Insurance for all employees of Manager in accordance with applicable law, and Employers' Liability Insurance, with limits of liability of at least One Million Dollars (\$1,000,000.00).
 - 2) Commercial General Liability policy, including: Premises Liability, Bodily Injury, Blanket Contractual Liability, Owners and Contractor's Protective, Products Completed Operations, Broad Form Property Damage and Independent Contractor. The limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) policy period general aggregate for Bodily Injury and Property Damage Liability. This policy shall name the Owner (and any other entities required from the ownership of the properties acquired) as an additional insured and said policy shall be issued as the primary liability policy, with any liability policy(s) provided by the Owner to be excess and non-contributory.
 - 3) Automobile insurance, to include all motor vehicles owned, hired, leased or used on the job subject to limits of not less than One Million Dollars (\$1,000,000.00) combined single-limit for Bodily Injury and Property Damage. This policy shall name the Owner (and any other entities required from the ownership of the properties acquired) as an additional insured.
 - 4) Umbrella/excess liability insurance, to include this coverage with the limits of Six Million Dollars (\$6,000,000) per occurrence/policy aggregate. This policy shall also name Owner as additional insured and will be issued as the primary umbrella/excess liability policy.
- b) **OWNER'S INSURANCE COVERAGE.** Owner shall, at Owner's expense, provide the following insurance coverage throughout the term of this Agreement and shall deliver to Manager, within thirty (30) days of the execution of this Agreement and whenever otherwise requested by Manager, certificates of insurance evidencing the following coverage:
- 1) Worker's Compensation and Occupational Disease Insurance for all employees of Owner in accordance with applicable law, and Employers' Liability Insurance, with limits of liability of at least One Million Dollars (\$1,000,000.00).

- 2) Commercial General Liability and Bodily Injury Insurance, including: Bodily Injury, Blanket Contractual Liability, Owners and Contractor's Protective, Personal Injury, Products Completed Operations, and Independent Contractor. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) combined single-limit for Bodily Injury and Property Damage. Any insurance provided by Owner will be excess over the primary insurance provided by Manager and will be non-contributory.
- c) NOTICE OF CANCELLATION. All policies of insurance in this Paragraph 4 must contain provisions which disallow cancellation or reduction in coverage prior to the other party being given a thirty (30) day written notice of the proposed cancellation or reduction in coverage.
- d) INDEMNIFICATION. Manager shall indemnify and save Owner, and Owner's representatives and officers, employees, and agents, harmless from all costs, losses, expenses, damages, attorneys' fees, and their costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Manager to faithfully perform all of Manager's obligations under this Agreement. Owner shall hold harmless, indemnify, and at Owner's expense defend Manager and Manager's representatives and officers, employees and agents from and against any and all liability, claims, causes of action, losses or damage, including attorneys' fees, arising or alleged to have arisen from Owner's obligations hereunder. It is expressly understood and agreed that the foregoing provisions shall survive the termination of this Agreement.

5. COMPENSATION

In consideration of the performance by Manager of its duties hereunder, Owner shall during the term hereof pay to Manager compensation as set forth in Exhibit D.

The compensation shall not include any of the following costs or expenses, and Owner agrees to pay the following as they come due:

- a) All fees and permits relating to inspections required by governmental agencies or insurance companies.
- b) Maintenance services performed and paid or payable to third parties.
- c) Any other operating costs of the Properties including but not limited to cleaning services, landscaping, parking lot maintenance, construction and alterations, rent collections, and security.

Manager shall submit, with each invoice, copies of all backup for the amounts due, including copies of paid receipts, lien waivers and such other documentation as Owner deems necessary. Payments shall not be due until all such information has been provided

to Owner. In the event of a good faith dispute regarding any portion of an invoice, Owner may withhold such disputed portion pending final resolution of the disputed amount. In the event that any invoiced items are disputed, the undisputed items shall be paid in Owner's usual course of business and the disputed items shall be paid promptly after resolution of such dispute. If Owner fails to pay undisputed amounts within sixty (60) days of receipt of an invoice, then Manager may terminate this Agreement pursuant to Section 8.

6. EMPLOYEES

Manager shall hire, pay, supervise and discharge all employees and personnel necessary for the operation of the Properties. Manager will fully comply with all applicable laws and regulations relating to Worker's Compensation, Social Security, Unemployment Compensation, hours of labor, wages and other employer-employee related matters. Manager represents that it is, and will continue to be, an Equal Opportunity Employer. All employment arrangements are solely Manager's concern and Owner shall have no liability with respect thereto.

Owner agrees that during the period of ninety (90) days following termination of this Agreement, including any extension hereof, it will not employ any person provided by Manager for the performance of this Agreement, nor will it knowingly permit or allow any firm, corporation or individual that might be engaged to furnish services of the kind furnished by the Manager to employ at the Properties any person provided by Manager for the performance of this Agreement.

7. ADDITIONAL SERVICES

Subject to prior approval by Owner, Manager shall be compensated for providing any additional services not specifically covered by this Agreement, either on a negotiated fee basis, or hourly.

8. TERMINATION

This Agreement may be terminated for cause by either party upon fourteen (14) days prior written notice.

In the event of termination of this Agreement by either party whether with or without cause, the parties hereto shall provide each to the other the following described items prior to the termination date, unless another date is expressly specified below:

- a) Manager shall provide to Owner on or before the date of termination the original executed copies of all contracts executed by Manager on behalf of Owner pursuant to this Agreement.

- b) Manager shall provide to Owner within thirty (30) days after the date of termination copies of all preventive maintenance check lists and inspections for the Properties through the date of termination.
- c) Owner hereby agrees, and shall reaffirm such agreement in writing to Manager on or prior to the date of termination, to indemnify, defend and hold Manager harmless from any and all obligations, judgments, demands or other liability resulting from actions, suits, or other proceedings relating to the Properties which arise or are instituted after the termination date, except where such have resulted from Manager's gross negligence or willful misconduct or in any suit between Manager and Owner in which Owner is the prevailing party.
- d) Prior to the termination date, Owner shall make payment to Manager of any and all amounts due Manager pursuant to this Agreement.

9. NOTICES

Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited with the United States Mail, postage prepaid, certified mail, return receipt requested addressed to the parties as follows:

IF TO OWNER:

Jim Crider, Director of Administration
 City of Carmel
 1 Civic Square
 Carmel, IN 46032

IF TO MANAGER:

Kirby Realty
 298 W. Carmel Drive
 Carmel, Indiana 46032
 (317) 843-2212

10. MISCELLANEOUS

- a) **APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.
- b) **RELATIONSHIP.** Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Manager and Owner, it being the intent of the parties hereto that the relationship created hereby is, in fact and intent, that of an attorney-if-fact and independent contractor. Nothing contained herein shall be deemed to constitute Owner and Manager as partners or joint venturers.
- c) **ATTORNEY'S FEES.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.

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

KIRBY REALTY GROUP,
LLC

By: *James Brainard*
James Brainard, Presiding Officer
Date: 1-29-20

By: *John S. Kirby IV*
Authorized Signature

John S. Kirby IV
Printed Name

Mary Ann Burke, Member
Date: _____

Managing Member
Title

Lori S. Watson, Member
Date: _____

FID/TIN: 47-2588397

Date: 1-28-20

ATTEST:

Sue Wolfgang, Clerk
Date: _____

EXHIBIT B

Preventative Maintenance Program

1. Frequency: Four Times per Year

- a. Inspect interior and exterior of building for major structural and building envelope issues.
- b. Perform visual roof inspection (services to include minor roof patching and caulking of parapet caps).
- c. Verify proper operation of all outside lighting in parking lot area.

2. Frequency: Two Times per Year

- a. Air Handling Units: 1) Fans - inspect temperature control cabinets and external controls; verify integrity and proper operation of all electrical controls and circuitry; 2) Motors - inspect electrical wiring and connection at motor and starter; document ampere readings.
- b. Provide documented log of HVAC equipment and verify proper operation.

NOTE: Manager will provide all lubricants required for the normal maintenance functions and frequencies specified. The contract price does not include any other materials or special calls. All additional service calls, parts and materials will be charged for at the current billing rate. Manager shall not be responsible for damages resulting from any failures which may occur in the electrical service in the building or in either water supply or drain systems, or damages resulting from acts of God or any other cause beyond Manager's control.

EXHIBIT C

Reports to Be Provided to Owner

Preventative Maintenance Inspection Logs	Quarterly
Tenant Service Call Reports	Quarterly
Purchase Journal & Cash Disbursement	Monthly

EXHIBIT D

Schedule of Fees

All work will be invoiced on a monthly basis and due in full 35 days from date of invoice.

Owner agrees to pay the following fees to Manager:

A monthly Property Management Fee of \$2,500 for supervising and directing the operation of the Property.

A monthly reimbursement payment for maintenance services performed. Such work shall be billed at a rate of \$35.00 per hour between 8:00 a.m. and 5:00 p.m. Monday through Friday except Holidays. Overtime will be billed at \$85.00 per hour. (All service calls will have a ½ hour minimum.)

A monthly reimbursement payment for any supplies, materials and 3rd party contracts purchased or entered into by Manager in the normal course of providing services under this Agreement. Such supplies, materials and 3rd party contracts will be billed at an amount equal to Manager's cost plus 10% for overhead and profit.



**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 CIM Audio Visual, Inc., (the "Vendor"), as City Contract dated January 8, 2020 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

CIM Audio Visual, Inc.

By:

By: Dale S. Gayman
Authorized Signature

James Brainard, Presiding Officer
Date: _____

Dale S. Gayman
Printed Name

Mary Ann Burke, Member
Date: _____

President
Title

Lori S. Watson, Member
Date: _____

FID/TIN: 35-2022563

Last Four of SSN if Sole Proprietor: n/a

ATTEST:

Date: 2/3/2020

Sue Wolfgang, Clerk
Date: _____

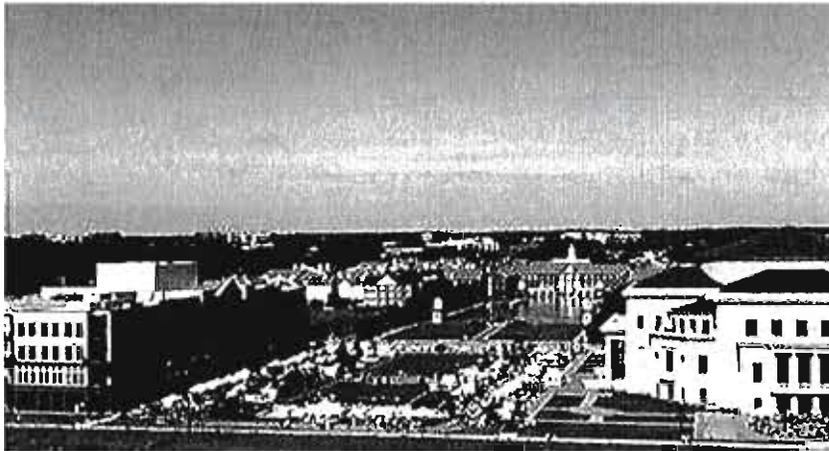
Maintenance Package

City of Carmel

Carmel Center Green Drive
Carmel, Indiana 46032

QUOTE NUMBER
173669 - 84438SC

Revision: 1
Modified: 1/24/2020
PROPOSAL VALID 30 DAYS



Presented By:

Account Manager: Rick Streb

Designed By: Terry Brush

CCS Presentation Systems

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



<https://ccsavpro.com>

SYSTEM PROPOSAL

Spare Parts Stock: Midtown & Center Green

- 1 **CCS BLOCK 50**
Block of Hours Service Plan - Includes 50 hours to be utilized as needed per service plan documents. Hours expire at the end of two (2) years unless an additional service plan is purchased. Includes spare parts package shown below and stored at the customer's location.
- 1 **Extron 60-1417-01A**
IP Link Pro Control Processor w/LinkLicense for User Interfaces Upgrade
- 1 **Qsc CIML4**
Four channels of microphone / line-level analog audio input with 4 Ohm, Ohm, phantom power
- 1 **Qsc COL4**
Four channels of balanced, line-level analog output
- 1 **QSC Core 510i**
System processor and control engine with integrated I/O
- 1 **Qsc CXD8.4Q**
Multi-Channel 500W/CH Q-SYS Amplifier With Mic/line Inputs.
- 1 **Qsc I/O-8 Flex**
Q-SYS I/O peripheral providing 8 individual, software-switchable Q-SYS Flex Channels. All mounting hardware included.

Spare Parts Stock: Midtown & Center Green Total

\$19,407.00

Maintenance Package

Project No: 173669 - 844385C

Rev. 1 1/28/2020

Spare Parts Stock: Midtown Plaza

- 1 **Jbl Pro CBT 1000**
Two-way line array column loudspeaker, 45 Hz - 20 kHz -10db frequency, black color
- 1 **Jbl Pro CBT 100LA-1**
CBT (Constant Beamwidth Technology) series line array column loudspeaker, sixteen 2" driver, 8 ohm, improved mounting bracket
- 1 **Jbl Pro CBT 50LA-1**
CBT (Constant Beamwidth Technology) series line array column loudspeaker, eight 2" driver, 8 ohm, black
- 1 **Klipsch PRO-18-GS**
Brown 18" GROUND STAKE
- 1 **Klipsch PRO-650T-LS**
Brown 5" WOOFER, TRACTRIX HORN LOADED 1" ALUMINUM DOME TWEETER, 30W 70V/100V MULTI-TAP TRANSFORMER WITH 8 OHM BYPASS, IP45 RATING

Spare Parts Stock: Midtown Plaza Total

\$3,627.00

Spare Parts Stock: Arts District

- 1 **Klipsch PRO-650T-LS**
5" Woofer, Tractrix Horn Loaded 1" aluminum dome tweeter, 30 W 70V/100V multi-tap transformer with 8 ohm bypass, IP45 weather rating, painted black.

Spare Parts Stock: Arts District Total

\$330.00

Maintenance Package

Project No : 173669 - 844385C

Rev. 1 1/28/2020

- 4 **Klipsch PRO-650T-LS**
5" Woofer, Tractrix Horn Loaded 1" aluminum dome tweeter, 30 W
70V/100V multi-tap transformer with 8 ohm bypass, IP45 weather
rating, painted black.
- 4 **CCS Misc**
Misc cables and hardware
- 4 **Klipsch PRO-1-SM**
The PRO-1-SM surface mount for mounting the Klipsch
Professional Series Landscape Satellite speakers (PRO-500T-LS and
PRO-650T-LS). Integrated mounting plate allows for easy surface
mounting, as well as compatibility with 3rd party standard tree
straps and U-Bolts (not included)

Arts District Audio Total

\$1,784.00

Project Subtotal:

\$25,148.00

Maintenance Package

Project No : 173669 - 844385C

Rev. 1

1/28/2020

PROJECT SUMMARY

Equipment:	\$25,148.00
Integration Services:	\$600.00
<hr/>	
Grand Total:	\$25,748.00

Maintenance Package

Project No : 173669 - 844385C

Rev. 1 1/28/2020

Payment Terms and Schedule

Payment Breakdown	Amount	Due Date
TOTAL	\$25,748.00	

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

Optional - CCS Extended Labor Warranty & Managed Service Agreement

Refer to warranty section of proposal for details.

Please initial here _____ if accepted.

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

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

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

Payment Terms and Schedule

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

CCS Presentation Systems

City of Carmel

Signed: _____

Signed: _____

Name: Rick Streb

Name: _____

Title: Account Manager

Title: _____

Date: _____

Date: _____

Phone: (800) 742-5036

Phone: _____

Fax: (812) 376-3557

Fax: _____

*All change orders will be invoiced at time of change



City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103617

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
1/1/2020			372795	Midtown & Center Green AV Maintenance

CCS PRESENTATION SYSTEMS	ICS
VENDOR 1256 WASHINGTON ST	SHIP TO 31 1st Avenue N.W.
COLUMBUS, OH 47201 -	Carmel, IN 46032-
	Timothy Renick (317) 571-2576

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43005				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund

Account: 43-509.00

1 Each	Midtown & Center Green AV Maintenance	\$25,748.00	\$25,748.00
		Sub Total	\$25,748.00



Quote No. 173669 - 84438SC

Send Invoice To:

ICS
Timothy Renick
31 1st Avenue N.W.
Carmel, IN 46032-
(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$25,748.00

SHIPPING INSTRUCTIONS

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

Timothy Renick

Timothy Renick
Director

James Crider

James Crider
Administration

TITLE

CONTROLLER

CONTROL NO. 103617



**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 American Structurepoint, Inc. (the "Professional"), as City Contract dated September 18, 2019 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:

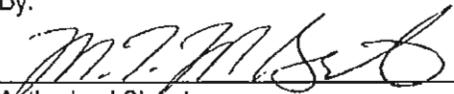
CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

American Structurepoint, Inc.

By:

By:

James Brainard, Presiding Officer
Date: _____



Authorized Signature

Mary Ann Burke, Member
Date: _____

MICHAEL T. McBRIDE

Printed Name

Lori S. Watson, Member
Date: _____

VICE PRESIDENT / PARTNER

Title

ATTEST:

FID/TIN: 35-1127317

Last Four of SSN if Sole Proprietor: _____

Sue Wolfgang, Clerk
Date: _____

Date: 01/31/2020



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

January 28, 2020

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

Re: 106th Street over Keystone Avenue
January 2020 Bridge Collision Repair Design

Dear Mr. Kashman,

On behalf of American Structurepoint, Inc., I am pleased to submit this proposal for the 106th Street Bridge Collision Repair Design and bidding services.

The professional services will include a site visit to visually assess and document the damage, bridge design and plans, and bidding services for the bridge collision repair services.

Upon receiving notice to proceed from the City of Carmel, American Structurepoint will commence with the bridge design and plans, and bidding services for a total lump-sum fee of \$8,100. Invoices will be forwarded to the City of Carmel on a monthly basis in accordance with our current on-call contract.

We look forward to working with the City of Carmel on this project. If you should have any questions, please do not hesitate to contact me at (317)547-5580.

Very truly yours,
American Structurepoint, Inc.

Mike McBride
Vice President

MTM:dad
Attachment

Exhibit

A
1 of 5

Exhibit A

I. Items Excluded

- A. Permitting
- B. Geotechnical Services
- C. Stormwater Detention Design / BMP Design
- D. Pavement Design
- E. Lighting Design
- F. Cross Sections
- G. Field Check Meeting with Utilities
- H. Colored site renderings and modeling
- I. Irrigation drawings/design
- J. Hardscape drawings/detailed drawings for streetscape amenities including benches, waste bins, tree grates, decorative lighting, or any other pedestrian amenities
- K. Utility Coordination
- L. Non-Destructive testing, load rating, or other structural analysis

Exhibit A
2 of 5

AMERICAN STRUCTUREPOINT, INC.

MANHOUR JUSTIFICATION

PROJECT: Keystone Avenue Bridge Collision Damage
BRIDGE FILE NUMBER: 106th Street

Scope of Work: Collision Damage Repair

Date: 1/28/2020

WORK CLASSIFICATION	ESTIMATED TIME					TOTAL
	Principal	Project Manager	Project Engineer	Staff Engineer	Senior Technician	
Project Research and Setup		3				
Field Inspection		1				
Repair Design (106th Street)		6	6			
Repair Details (106th Street)		2	4		4	
Preliminary Quantities		2		4		
Preliminary Engineer's Estimate		1	1			
Bid Documents		4	4			
Construction Questions		2				
TOTAL HOURS	0	21	15	4	4	
Hourly Rates	\$ 290.00	\$ 230.00	\$ 150.00	\$ 105.00	\$ 145.00	
SALARY COST	\$ -	\$ 4,830.00	\$ 2,250.00	\$ 420.00	\$ 580.00	\$ 8,080.00
DIRECT COSTS						\$22.00
TOTAL FEE						\$ 8,102.00

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.44	50	\$22.00
Meals	\$26.00	0	\$0.00
Total			\$22.00

Exhibit A
 3 of 5

AMERICAN STRUCTUREPOINT, INC.
TRANSPORTATION GROUP
2019-2020 STANDARD HOURLY RATES SCHEDULE

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from July 1, 2019, to June 30, 2020 are:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$290
Project Manager	\$230
Senior Engineer	\$190
Project Engineer	\$150
*Staff Engineer	\$105
Senior Planner	\$150
Project Planner	\$135
*Staff Planner	\$75
Senior Environmental Specialist	\$200
Environmental Specialist	\$140
*Staff Scientist	\$85
*Senior Technician	\$145
*Technician	\$105
*Researcher	\$105
Senior Registered Land Surveyor	\$180
Registered Land Surveyor	\$150
Staff Land Surveyor	\$105
*Senior Survey Crew Chief	\$170
*Survey Crew Chief	\$125
*Survey Crew Member (1)	\$85
*Resident Project Representative	\$140
*Construction Inspector	\$105
*Interns and Co-ops	\$65
Landscape Architect	\$130

Exhibit A
 2 of 5

*Rates for these classifications are subject to overtime premium of an additional 0.19 x hourly rate.

REIMBURSABLE EXPENSES

Reimbursable expenses include direct expenses incurred by American Structurepoint, Inc., or our consultants in the performance of work which is directly related to the project. These expenses are in addition to compensation for Basic and Supplemental services. Reimbursable expenses will be invoiced at 1.1 times our direct costs. These expenses include, but are not limited to, the following:

- Renderings, models, or colored elevations
- Governmental agency review or permit fees
- Reproduction of documents for governmental agency review, bidding, or construction
- Reimbursable expenses charged to us by subconsultants
- Airline tickets, car rental, mileage, and per diem expenses for out-of-town travel
- Couriers and overnight deliveries, including FedEx, UPS, or similar carriers

The following expenses, if incurred in the process of providing professional services included in basic services, are included in the fee noted and are not considered reimbursable expenses:

- Printing for in-house purposes and progress meetings
- Plotting expenses
- Computer charges
- Postage and handling

Exhibit A
5 of 5

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

103742

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
1/29/2020			00350562	Project 20-INS-05; Contract Date 09.18.19
VENDOR AMERICAN STRUCTURE POINT, INC 9025 RIVER RD SUITE 200 INDIANAPOLIS, IN 46240 -		SHIP TO City Engineering's Office 1 Civic Square Carmel, IN 46032- Kate Lustig		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43855				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 2200 Motor Vehicle Highway

Account: 43-401.00

1 Each

ASA 2 - 106th Street over Keystone Bridge Collision Repair - Design

\$8,100.00

\$8,100.00

Sub Total

\$8,100.00



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
				\$8,100.00

SHIPPING INSTRUCTIONS

*SHIP PREPAID

*C O D SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

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

ORDERED BY

Jeremy Kashman
Director

TITLE

James Crider
Administration

CONTROL NO. **103742**

CONTROLLER



This Agreement ("Agreement") is made and entered into as of January 23, 2020 ("Effective Date") between Moser Consulting, Incorporated, 6220 Castleway West Drive, Indianapolis, IN 46250 and the City of Carmel, by and through its Board of Public Works and Safety, a corporation/individual, with its principal place of business/homes address at 1 Civic Square, Carmel, IN 46032.

1. Purpose. The parties wish to explore a business and/or technical opportunity of mutual interest and in connection with this opportunity, each party may disclose or has already disclosed to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. "Confidential Information" means all tangible and intangible information disclosed by one party (a "Disclosing Party") to the other party (a "Receiving Party") that is marked or identified orally by the Disclosing Party as confidential or proprietary and shall include, without limitation: (a) trade secrets, drawings, works of authorship, inventions, know-how, processes, techniques, design details and specifications, software, source code, algorithms and schematics; (b) information regarding research, development, new services, products, marketing and selling plans, business plans, budgets, unpublished financial statements, licensing and/or distribution arrangements, prices, costs, suppliers and customers; (c) the existence of any business discussions, negotiations or agreements between the parties; and (d) any information regarding the skills and compensation of employees, contractors or other agents of the Disclosing Party.

3. Permitted Use. Each Receiving Party shall use the Disclosing Party's Confidential Information only for the following purposes: (1) to evaluate whether to enter into a contemplated business transaction; and (2) if the parties enter into such contemplated business transaction, to fulfill each party's commitments under the agreement for such transaction.

4. Confidentiality Obligations. Each Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to anyone other than those employees or contractors of the Receiving Party who need to know such Confidential Information for the purpose set forth in section 1 above and who have entered into binding obligations of confidentiality substantially similar to the obligations set forth herein. Each Receiving Party shall treat all Confidential Information of the Disclosing Party with the degree of care it accords to its own Confidential Information, but not less than reasonable care. Neither party shall

reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to such party hereunder.

5. Exceptions. The Receiving Party's obligations under this Agreement with respect to any portion of the Disclosing Party's Confidential Information shall terminate when the Receiving Party can document that such Confidential Information: (a) is or becomes a matter of public knowledge through no fault of the Receiving Party; (b) was rightfully in the Receiving Party's possession, or known by it, prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party by a third party, free of any obligation of confidence; or (d) was developed by the Receiving Party independently and without reference to such Confidential Information.

6. Required Disclosures. The Receiving Party may disclose the Disclosing Party's Confidential Information pursuant to any statutory or regulatory authority or court order, provided that the Receiving Party shall provide the Disclosing Party with reasonable written notice prior to any such disclosure, assist in obtaining an order protecting the information from disclosure, and comply with any applicable protective order or equivalent.

7. Return of Confidential Information. The Receiving Party shall promptly return to the Disclosing Party all documents and any tangible material containing or representing such Confidential Information, upon the written request of the Disclosing Party or termination of this Agreement.

8. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserve the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Nothing in this Agreement shall be construed as a representation that the Receiving Party will not develop or acquire information that is the same as or similar to the Disclosing Party's Confidential Information, provided that the Receiving Party does not do so in breach of this Agreement.

9. Warranties. Each Disclosing Party warrants that it has the right to make the disclosures under this Agreement. EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANT ABILITY, TITLE, AND NON-INFRINGEMENT, REGARDING THE CONFIDENTIAL INFORMATION. ALL CONFIDENTIAL INFORMATION IS PROVIDED" AS IS."



Proprietary and Confidential

10. *No License.* All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to either party under any intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

11. *Term.* The obligations of each Receiving Party hereunder shall expire five (5) years after the date of disclosure, except for source code, which shall remain subject to the terms of this Agreement until it becomes publicly known and made generally available by the Disclosing Party.

12. *Remedies.* Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

13. *Limitation of Liability.* Neither party shall be liable for any special, incidental, consequential or punitive damages by reason of any alleged breach of this Agreement based on any theory of liability.

14. *Compliance with Laws.* Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Disclosing Party, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

15. *Severability.* If any provision of this Agreement is held by a court to be contrary to law, such provision shall be changed by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

16. *Miscellaneous.* Neither party may assign this Agreement, including by succession or operation of law. This Agreement shall be exclusively governed by the laws of the State of Indiana, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement is written in the English language only, which language shall be controlling in all respects.

The parties have caused this Agreement to be executed by their duly authorized representatives.

Company: Moser Consulting, Incorporated

By: DocuSigned by:
Tyron S. Moser
1681F28C40B6420...

Name: Tyron S. Moser

Title: President / CEO

Date: 1/23/2020

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

BY: _____

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____



AGREEMENT 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 Bright Equipment, 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 Five Hundred Six Thousand Seven Hundred Two Dollars and Ninety Eight Cents (\$506,702.98) (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 Street Department 3400 W 131 st Street Carmel, Indiana 46032	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor: Bright Equipment, Inc.
2935 Bluff Road
Indianapolis, Indiana 46225
Attention: Dennis Bricker

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

Bright Equipment, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Dennis L. Bricker

Authorized Signature

Date: _____

DENNIS L. BRICKER

Printed Name

Mary Ann Burke, Member

SALES REP

Title

Date: _____

FID/TIN: *35-0817185*

Lori S. Watson, Member

Last Four of SSN if Sole Proprietor: _____

Date: _____

Date: *2-3-2020*

ATTEST:

Sue Wolfgang, Clerk

Date: _____

PART 2
BID PROPOSAL

2.1 Project Bid.

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described project, including any and all addenda thereto, for the total sum of Five Hundred and Six Thousand Seven Hundred Two Dollars and 98/100 Dollars (\$ 506,702.98). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price. The Bidder further understands that all work which may result on the Contract shall be compensated for on a lump sum basis and that the OWNER cannot and does not guarantee the amount or quantity of any item of work to be performed or furnished under the Agreement.

Exhibit A
10E11

**City of Carmel Street Department
Specifications for 2020 Loader & Attachments**

Two (2) - 2020 or Newer Wheel Loaders and Accessories

**Quick Coupler
Quantity: Two (2)**

Four Point Pickup System: Eases coupling/uncoupling on uneven terrain.

Single Cylinder Design: Requires less maintenance.

Load Center: Moved forward a maximum of 2 inches from the original pin-on attachment position.

Hydraulic Installation Kit: Utilizes existing loader hydraulics.

Visibility: Designed for maximum visibility.

Adjustable Stops: Allow for easy and precise adjustment of roll-back stops; ensure proper interface between the coupler and loader arms.

Versatile: Allows for use of multiple attachments without the requirement of removing pins.

**Multi-Purpose Bucket
Quantity: Two (2)**

Multi-Purpose Bucket (MP): Provides 4-in-1 (combination bucket) capabilities: bucket, grapple, dozer and leveling. Available with bolt-on cutting edge or bolt-on teeth with segmented edges. With quick coupler mounting.

**Pallet Fork
Quantity: Two (2)**

Heavy Duty Construction: Designed for construction use with tine static load ratings beyond loader lift capacities.

Open Carriage: Provides good visibility for picking up and placing materials.

Manual Adjustable Tines: Allows forks to be adjusted to required width depending on material to be moved or placed.

Carriage Widths and Tine Lengths: Several choices are available.

Quick Coupler Mount Only: Allows same pallet fork attachment to be used on multiple carriers. Quickly attaches and removes from carriers.

**City of Carmel Street Department
Specifications for 2020 Loader & Attachments**

Additional Options- Per Loader

- Rotating Beacon
- Rearview Camera
- 110 Volt Plug Heater
- Auto Greasing System
- Rubber Fender Protectors
- Full Fender with Rubber Protector
- High Lift Arms

**Wheel Loader Specifications:
(DL420-5) Wheel Loader- 345 HP*
Quantity: Two (2)**

DL 420-5 Doosan Wheel Loader*

*These specifications represent the minimum standards for the 2 (two) 2020 loaders. Any loader equal to or greater than these specifications will be considered.

High Lift with Limited Ship F & R

Extra Options:

Quick Coupler JRB Style

26.5 R25, L5, Bridgestone VSDL

Full Fenders Rubber Protectors

Rotating Beacon

Auto Greasing Unit

110 Block Heater

Air Seat with Heat

LED Head Lamps

Rearview Camera

Hydraulic Load Isolation

GP Bucket 5 Yd JRB Hookup 129"

See attached sheets below:

Exhibit A
3 of 11

City of Carmel Street Department
Specifications for 2020 Loader & Attachments

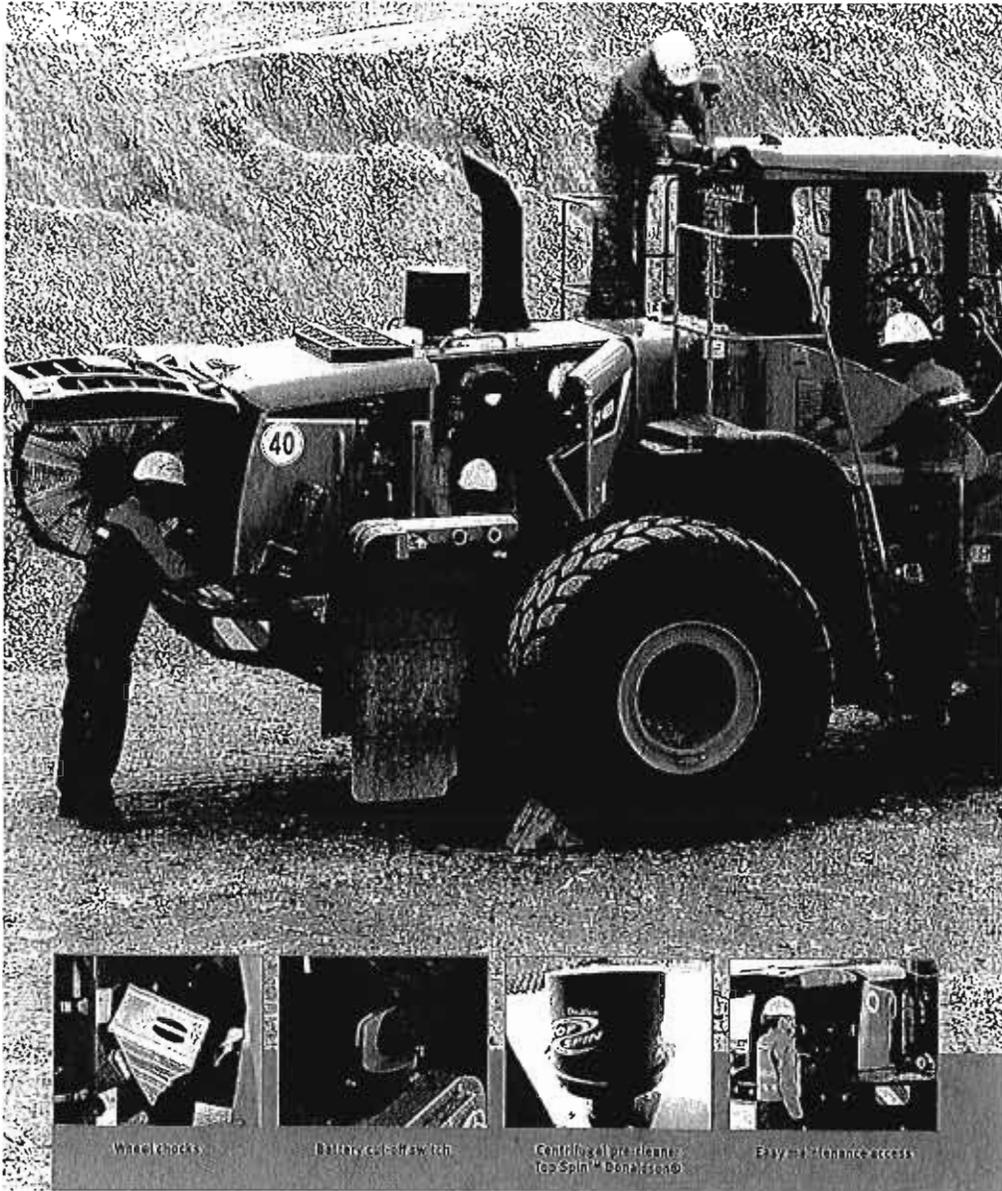


Exhibit A
- 4 of 11

City of Carmel Street Department Specifications for 2020 Loader & Attachments

Technical specifications

↳ Engine

Scania Stage IV (Tier 4 final) compliant diesel engine fully meets the latest emissions regulations. XPI direct injection (Extra high Pressure Injection) ensures very good fuel efficiency. Variable Geometry Turbocharger (VGT) delivers high power and strong torque, even at low idle. Electronic engine controls optimize machine performance and manage the catalytic operations by a Diesel Oxidation Catalyst (DOC) and a Selective Catalytic Reduction (SCR).

	DL420-5	DL450-5
Model	Scania DC13	
Regulation compliant	Stage IV	
No. of cylinders	6	
Nominal power - gross (SAE J1995)	345 hp (257 kW) at 1800 rpm	
Maximum torque - gross	1600 Nm at 1300 rpm	1600 Nm at 1400 rpm
Engine speed (auto-idle - idle - high)	750 - 950 - 2130 [±20] rpm	750 - 950 - 2200 [±20] rpm
Displacement	12.7 litres	
Bore x stroke	130 mm x 160 mm	
Starter	24 V - 6 kW	
Batteries - alternator	2 x 12 V, 200 Ah - 28 V, 100 A	
Air filter	Centrifugal pre-cleaner Top Spin™ Donaldson® with 2-stage dry filter.	
Cooling	Cooling package with automatic reversing fan to facilitate radiator cleaning. Automatic rotation speed adjustment according to temperature conditions.	

↳ Transmission

5-Gear powershift transmission with 3 operating modes: manual, fully automatic or semi-automatic with "kick-down" function. Based on high-quality components. Equipped with a modulation system for protection and smooth gear and direction changes. A manual transmission control lever is located to the left of the steering wheel. Direction change function also available in automatic or semi-automatic mode. Transmission can be disengaged by the brake pedal to deliver full engine power to the hydraulics system. A safety device prevents the engine from starting if the transmission is not in neutral. Torque converter lock-up function from 2nd to 5th gear. Transmission testing and adjustment equipment available.

	DL420-5	DL450-5
Type	5-speed auto-powershift with lock-up	
Torque converter	Simple stage / mono phase / fixed wheel slator	
Speeds - Forward 1-2-3-4-5	7.0 - 12.0 - 18.5 - 26.5 - 37.0 km/h	6.5 - 12.0 - 19.0 - 26.5 - 37.0 km/h
Speeds - Reverse 1-2-3	7.0 - 12.0 - 18.5 km/h	6.5 - 12.0 - 26.0 km/h
Maximum traction	22.4 t	23.6 t
Maximum gradeability	51% / 27°	58% / 30°

↳ Axles

Front & rear axles manufactured by ZF with outboard planetary reduction gears. The front and the rear are equipped with Limited Slip Differential (LSD), which means the machine has the optimum traction in all conditions. From 22.4 t to 23.6 t traction power allows operation on slopes of 27° to 31°.

	DL420-5	DL450-5
LSD lock ratio	30% (Front & Rear)	
Hilt lock ratio	100% (front)	
Oscillation angle	+/- 12°	+/- 11°
Tire size - standard	26.5 R25 (L3)	

↳ Hydraulic system

	DL420-5	DL450-5
Type	Load sensing - closed center hydraulic system	
Main pump	Dual variable displacement axial pistons pumps	
Maximum flow	476 l/min	476 l/min
Maximum pressure	315 bar	315 bar
Pilot system	Automatic functions for positioning the bucket ready to dig and a function for stopping the lift arm at the desired height, and low position adjusted manually by switch, are standard.	
Filtration	In the oil return to the tank, the fibre glass filter has a filtering capability of 10 micron.	

↳ Lift arm

Z-kinematics with simple lifting piston system designed for heavy-duty applications. 20.1 & 23.1 tons breakout force combined with a bucket angle that is maintained throughout the range of movement. Bucket angles are optimized in the travelling position and at ground level. Load Isolation System (LIS) is fitted as standard for improved operator comfort, output and lifetime.

• Load cycle

	DL420-5	DL450-5
Lift arm - up	6.0 s	6.1 s
Lift arm - down		3.0 s
Bucket - crowd		2.3 s
Bucket - dump	1.7 s	1.6 s

• Hydraulic cylinders

	Quantity	DL420-5 Bore x rod diameter x stroke (mm)	DL450-5 Bore x rod diameter x stroke (mm)
Lift	2	170 x 105 x 789	
Bucket	1	190 x 120 x 590	

↳ Brakes

Dual multi-disc circuit with sintered metal discs for extended service life. Braking system activated by a pump and accumulator circuits. Spring-applied, hydraulically released parking brake is mounted on the transmission shaft and accumulator circuits and is electronically activated. Brake type: spring-applied / hydraulically released. Brake pump with variable displacement axial pistons provide 60 l/min. Operator can activate/deactivate the Clutch Cut Off on the brake pedal from a switch and can adjust the sensor proximity with the same switch. The emergency brakes are composed of a double system continually under pressure by accumulators.

	DL420-5	DL450-5
Braking distance	7.5 m at 32 km/h	9.0 m at 36 km/h
Number of disc brakes per wheel (front / rear)	14 / 14	9 / 9
Accumulators	0.75 l - 30 bar	

Exhibit A
- Sofll

City of Carmel Street Department Specifications for 2020 Loader & Attachments

⇒ Cab

Safety compliance with Roll Over Protection System (ROPS) and Falling Object Protective Structure (FOPS) requirements.
Spacious modular cab with excellent all-round visibility and ample storage space. Good overview of the bucket, tires and loading area thanks to wide windows. Push-button controlled air conditioning and heating with air recirculation function. Double cab air filter installed in the cab with extra protection for the operator in dusty or polluted environments. Viscous suspension mount for maximum comfort. Adjustable high-quality heated seat with air suspension, arm rests and height and tilt adjustable steering column. All operating information clearly displayed in front of the operator. Control functions are centralized on a console on the right.

	DL420-5	DL450-5
Safety standards	ROPS ISO 14711:2008 FOPS ISO 3449	
Door	1	
Emergency exits	2	

• Noise emissions

	DL420-5	DL450-5
A weighted emission sound pressure level at the operator position (ISO 6396)	Declared: 71 dB(A) Measured: 71 dB(A)	Declared: 73 dB(A) Measured: 72 dB(A)
A weighted emission sound power level at external position (ISO 6395)	Declared: 106 dB(A) Measured: 105 dB(A)	Declared: 106 dB(A) Measured: 104 dB(A)

⇒ Fluid capacities

	DL420-5	DL450-5
Fuel tank	278 l	319 l
Urea (AdBlue®) tank		60 l
Cooling system		52 l
Engine oil		38 l
Front axle		42 l
Rear axle	40 l	42 l
Hydraulic system	250 l	275 l
Hydraulic tank		126 l
Transmission oil		54 l

⇒ Steering system

	DL420-5	DL450-5
Type	Load sensing with amplification stage and priority valve	
Steering angle	40°	
Oil flow	210 l/min	
Operating pressure	185 bar	200 bar
Steering cylinders (2)	Emergency steering system with electric motor-driven hydraulic pump.	
Bore × rod diameter × stroke	100 × 50 × 442	100 × 50 × 450

⇒ Pressure settings

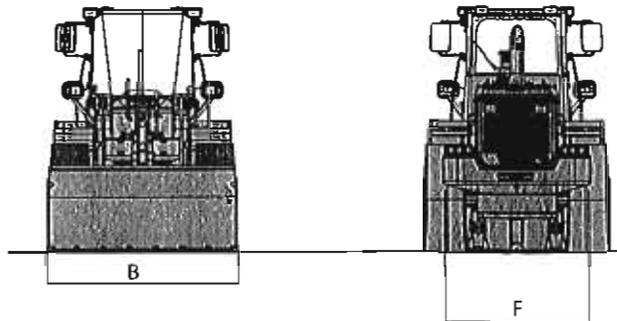
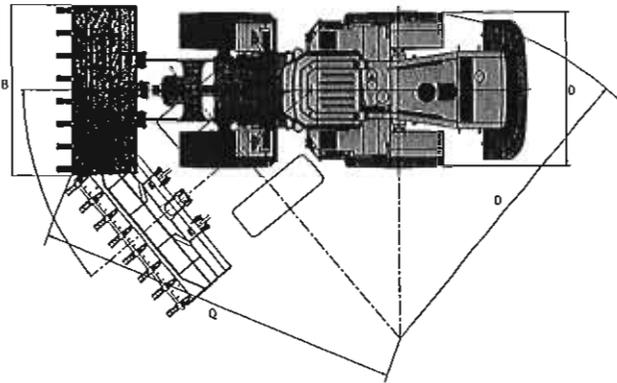
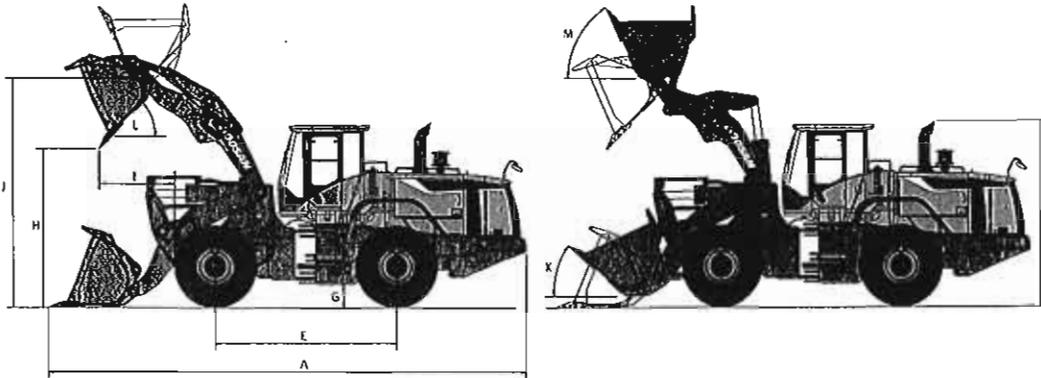
	DL420-5	DL450-5
Working (pump cut-off)	315 ± 10 bar	
Steering relief - LS port side	185 ± 10 bar	185 ± 5 bar
Steering relief - steering pump side	200 ± 10 bar	
Pilot control	30 ± 10 bar	30 ± 2 bar
Brake accumulator charging	100 - 160 bar	
Service brake	80 ± 3 bar	
Fan motor	150 ± 10 bar	
Parking brake release	120 ± 5 bar	
Transmission selection pressure	17 ± 1 bar	



Exhibit A
6 of 11

City of Carmel Street Department
 Specifications for 2020 Loader & Attachments

Technical specifications



▷ Bucket selection chart DL420-5 & DL450-5

	Fill factor	Material density
Earth or Clay	115%	1.4-1.7
Sand or Gravel	110%	1.5-1.8
Aggregate	105%	1.6-1.7
Rock	195%	1.7

Exhibit A
 7 of 11

City of Carmel Street Department Specifications for 2020 Loader & Attachments

Dimensions and operational data DL420-5

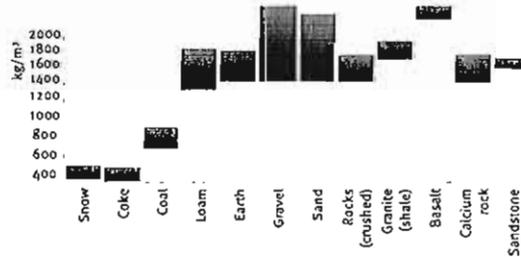
DL420-5 - Pin-on Ground Engaging Tools	Configuration	Rehandling configurations Bolt-on cutting edge				General purpose configurations Teeth				Rock	High Lift	QC
		Straight sides	Convex sides	Straight sides	Convex sides	Straight sides	Convex sides	Straight sides	Convex sides	Concave sides		
Capacity heaped ISO/SAE	m ³	4.3	4.7	4.5	4.9	4.2	4.5	4.4	4.7	3.5	=	=
Capacity at 110% fill factor	m ³	4.8	5.1	5.0	5.4	4.6	5.0	4.8	5.2	3.9	=	=
B Bucket width	mm	2995	2995	3200	3200	2995	2995	3200	3200	3230	=	=
Breakout force	kN	211	210	210	210	211	211	219	210	210	-8	-5
Static tipping load (straight)	kg	18492	18435	8397	18341	18540	18483	18461	18405	18100	-3615	-2249
Static tipping load (at full turn)	kg	16342	16285	16247	16191	16390	16333	16311	16255	15980	-3175	-2109
H Dump height (at 45° - fully raised)*	mm	2909	2909	2941	2941	3044	3044	3076	3076	2882	+490	-166
I Dump reach (at 45° - fully raised)*	mm	1416	1416	1384	1384	1281	1281	1249	1249	1445	+80	+166
J Digging depth	mm	150	150	150	150	150	150	150	150	150	+35	=
J Height at bucket pivot point	mm	4280	4280	4280	4280	4280	4280	4280	4280	4280	+465	=
Max. tilt angle in carry position	°	48	48	48	48	48	48	48	48	48	+3	=
M Max. tilt angle fully raised	°	63	63	63	63	63	63	63	63	63	+1	=
K Max. tilt angle on ground	°	44	44	44	44	44	44	44	44	44	+1	=
Max. tilt angle at max. reach	°	59	59	59	59	59	59	59	59	59	=	=
Max. dump angle at max. reach	°	74	74	74	74	74	74	74	74	74	-13	=
Max. dump angle on ground	°	65	65	65	65	65	65	65	65	65	=	=
L Max. dump angle fully raised	°	46	46	46	46	46	46	46	46	46	+1	=
O External radius at tire side	mm	6570	6570	6570	6570	6570	6570	6570	6570	6570	=	=
Q External radius at bucket edge	mm	6955	6955	7065	7065	6970	6970	7080	7080	6875	+80	+40
E Wheel base	mm	3500	3500	3500	3500	3500	3500	3500	3500	3500	=	=
D Width at tires edge	mm	2982	2982	2982	2982	2982	2982	2982	2982	2982	=	=
F Tread	mm	2300	2300	2300	2300	2300	2300	2300	2300	2300	=	=
G Ground clearance (at 12° osc.)	mm	495	495	495	495	495	495	495	495	495	=	=
A Overall length	mm	8859	8859	8904	8904	9050	9050	9095	9095	9000	+697	+235
C Overall height	mm	3535	3535	3535	3535	3535	3535	3535	3535	3535	=	=
Operating weight	kg	22838	22895	22933	22989	22790	22847	22869	22925	23170	+495	+882

(*) All capacities according ISO 7546, with straight blade (measure at the tip of bucket teeth or cutting edge), tires 26.5 R25 (L3), Base EU configuration.

Dimensions and operational data DL420-5

Density of operating materials

	26.5 R25 L3	26.5 R25 L4	26.5 R25 L5	
Width at tires edge - Empty	mm	2982	-2	+2
Width at tires edge - Loaded	mm	3058	-18	+3
C Overall height	mm	Base	+21	+26
G Ground clearance (at 12° osc.)	mm	Base	+21	+26
J Height at bucket pivot point	mm	Base	+21	+26
Static tipping load (straight)	kg	Base	+344	+861
Static tipping load (at full turn)	kg	Base	+304	+760
Operating weight	kg	Base	+419	+1051



The specific weight of the material largely depends on the level of humidity, the degree of compaction, composition, etc.

Bucket selection chart DL420-5



Compliant with ISO 7546, (top). The filling factor depends on the type of material, the working conditions and the capacities of the operator.

Exhibit A
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City of Carmel Street Department Specifications for 2020 Loader & Attachments

Technical specifications

Dimensions and operational data DL450-5

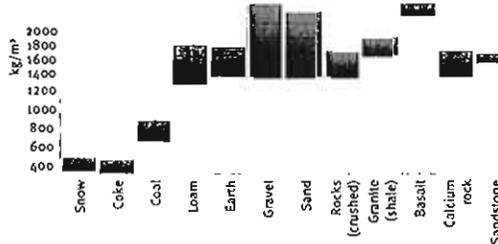
DL450-5 - Pin-on Ground Engaging Tools	Configurational	Rehandling configurations				General purpose configurations				Rock Teeth	High Lift	QC
		Bolt-on cutting edge				Teeth						
		Straight sides	Convex sides	Straight sides	Convex sides	Straight sides	Convex sides	Straight sides	Convex sides			
Capacity heaped ISO/SAE	m³	4.6	5.0	5.0	5.3	4.5	4.8	4.8	5.2	4.0	=	=
Capacity at 110% fill factor	m³	5.1	5.5	5.5	5.9	5.0	5.3	5.3	5.7	4.4	=	=
B Bucket width	mm	3300	3300	3300	3300	3300	3300	3300	3300	3340	=	=
Breakout force	kN	232	231	231	231	232	232	232	231	230	-2	-9
Static tipping load (straight)	kg	20722	20667	20648	20589	20794	20739	20720	20661	20475	-1026	-2435
Static tipping load (at full turn)	kg	18312	18257	18238	18179	18384	18329	18310	18251	18080	-869	-2281
H Dump height (at 45° - fully raised)*	mm	3237	3237	3187	3187	3104	3104	3055	3055	3105	+465	-191
I Dump reach (at 45° - fully raised)*	mm	1298	1298	1348	1348	1431	1431	1480	1480	1430	+210	+191
Digging depth	mm	110	110	110	110	105	105	105	105	165	+165	=
J Height at bucket pivot point	mm	4500	4500	4500	4500	4500	4500	4500	4500	4500	+485	=
Max. tilt angle in carry position	°	50	50	50	50	50	50	50	50	50	+1	=
M Max. tilt angle fully raised	°	66	66	66	66	66	66	66	66	66	-3	=
K Max. tilt angle on ground	°	45	45	45	45	45	45	45	45	45	-1	=
Max. tilt angle at max. reach	°	71	71	71	71	71	71	71	71	69	-10	=
Max. dump angle at max. reach	°	70	70	70	70	70	70	70	70	70	-6	=
Max. dump angle on ground	°	69	69	69	69	69	69	69	69	69	+2	=
L Max. dump angle fully raised	°	45	45	45	45	45	45	45	45	45	=	=
Q External radius at tire side	mm	6540	6540	6540	6540	6540	6540	6540	6540	6540	=	=
D External radius at bucket edge	mm	7160	7160	7190	7190	7205	7205	7235	7235	7155	+215	+80
E Wheel base	mm	3550	3550	3550	3550	3550	3550	3550	3550	3550	=	=
D Width at tires	mm	2982	2982	2982	2982	2982	2982	2982	2982	2982	=	=
F Tread	mm	2300	2300	2300	2300	2300	2300	2300	2300	2300	=	=
G Ground clearance (at 11° osc.)	mm	455	455	455	455	455	455	455	455	455	=	=
A Overall length	mm	9168	9168	9238	9238	9355	9355	9425	9425	9350	+627	+270
C Overall height	mm	3583	3583	3583	3583	3583	3583	3583	3583	3583	=	=
Operating weight	kg	25623	25678	25697	25756	25551	25606	25625	25684	25870	+276	+1048

(*). All capacities according ISO 7546, with straight blade (measure at the tip of bucket teeth or cutting edge), tires 26.5 R25 (L3). Base EU configuration.

Dimensions and operational data DL450-5

		26.5 R25 L3	26.5 R25 L4	26.5 R25 L5
Width at tires edge - Empty	mm	2982	+2	+2
Width at tires edge - Loaded	mm	3058	-18	+3
C Overall height	mm	Base	+21	+26
G Ground clearance (at 11° osc.)	mm	Base	+21	+26
J Height at bucket pivot point	mm	Base	+21	+26
Static tipping load (straight)	kg	Base	+328	+819
Static tipping load (at full turn)	kg	Base	+289	+724
Operating weight	kg	Base	+419	+1051

Density of operating materials



The specific weight of the material largely depends on the level of humidity, the degree of compaction, composition, etc.

Bucket selection chart DL450-5

Lift arm	Bucket	G.E.T.	Configuration	m³	Bucket filling factor									
					1.5	1.6	1.7	1.8	1.9	2.0	2.1	2.2	2.3	
Standard lift arm	Rehandling	Bolt-on cutting edge	Straight sides	4.6										
			Convex sides	5.0										
			Straight sides	5.0										
	General purpose	Teeth	Convex sides	5.3										
			Straight sides	4.5										
			Convex sides	4.8										
High lift arm	Rock	Concave sides	4.0											
			4.6											
			5.0											
	Rehandling	Bolt-on cutting edge	Convex sides	5.0										
			Straight sides	5.0										
			Convex sides	5.3										
General purpose	Teeth	Straight sides	4.5											
		Convex sides	4.8											
		Straight sides	4.8											

Consult with ISO 7546 (ISO 7546). The filling factor depends on the type of material, the working conditions and the appearance of the operator.

Exhibit A
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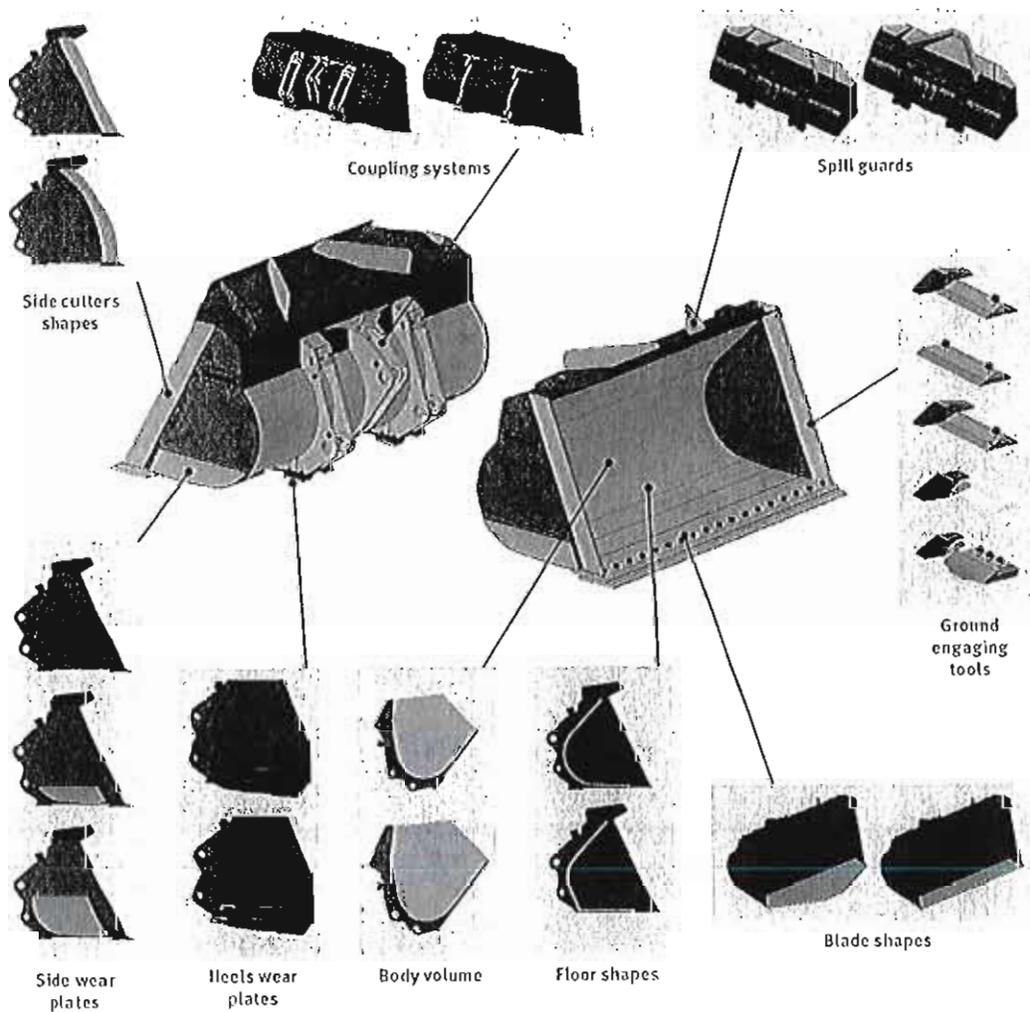
City of Carmel Street Department Specifications for 2020 Loader & Attachments

Work tools

☑ Configurable general purpose buckets

The Doosan range of configurable general purpose buckets offers you the possibility to configure the bucket that matches your application perfectly.

Now, in addition to deciding about teeth or bolt-on edge, you choose the coupling system, floor shape, spill guard type, bucket protection, and blade shape - all according to your needs!



Your Doosan dealer will help you configure your bucket for your application - so that you maximize your productivity, and get the level of protection you need.

Exhibit A
10 of 11

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

DENNIS L. BRICKER, 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 Bright Equipment Inc DBA Bobcat of Indy North (the "Employer") in the position of Salesman.
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 3RD day of FEBRUARY, 2020.

Dennis L. Bricker

Printed: DENNIS L. BRICKER

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.

Dennis L. Bricker

Printed: DENNIS L. BRICKER

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103720

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			354256	Lease = 0

BOBCAT OF INDY NORTH Street Department
 VENDOR PO BOX 2208 SHIP TO 3400 W. 131st Street
 Carmel, IN 46074-
DECATUR, IL 35609--2208 (317) 733-2001

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43722				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1206 Fund: 0 Capital Lease Fund

Account: 44-650.01

1 Each	Two (2) 2020 Loaders w/attachments	\$506,702.98	\$506,702.98
		Sub Total	\$506,702.98



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
				\$506,702.98

SHIPPING INSTRUCTIONS

- *SHIP PREPAID
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- *THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 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
Director

TITLE

CONTROLLER

James Crider

James Crider
Administration

CONTROL NO. 103720

Nelson Alarm Company
Information and Communication Services Department- 2020
Appropriation #1115 44-632.01; P.O. #103667
Contract Not To Exceed \$64,000.00



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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and Nelson Alarm Company (the "Vendor"), as City Contract dated March 7, 2018 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

NELSON ALARM COMPANY

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____


Authorized Signature

DAVID NEKRANT
Printed Name

Mary Ann Burke, Member

Date: _____

President
Title

Lori S. Watson, Member

Date: _____

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 2/6/2020

Sue Wolfgang, Clerk

Date: _____



Nelson Alarm

January 30, 2020

Todd Luckoski
 City of Carmel
 Information and Communication Systems
 31 1st Avenue NW
 Carmel, Indiana 46063

The below quote is for upgrading the existing Network Video Recorder as shown below.

Location	Model #	Serial #	DVR IP	10.210 NAT	SW Expires	HW Expires	Mac Address	Purchase Date
MCV	1608-12TR2A-H3	ER1637159625	192.168.128.200	10.210.102.29	8/7/2020	10/7/2020	08:62:66:81:BC:6A	10/7/2015
CPD	IP08-140T-R4Z4T-F2	ER1628156044	172.19.19.5	10.210.102.31	8/4/2020	8/4/2020	08:62:66:81:4F:BE	7/29/2015
Street Dept	IP08-20TR3Z-4T3E1	ER1528156047	172.19.19.100	10.210.102.32	8/4/2020	8/4/2020	08:62:66:81:4D:F6	7/29/2015

a) Mobile Command Vehicle:

- a. Replace NVR with 1608-48T-F2A-E (2U Include Rack Rails, Transfer of Existing Licenses)
- b. Includes 5 Years Hardware Warranty and SSA Licenses
- c. 5000-40378 upgrade to i7, 16GB and includes 8 drive bays.
- d. 5000-40221 Windows Server 2016 Upgrade

Equipment Purchase Cost = \$13,668

b) Carmel Police Department:

- a. Replace NVR with 2019 IP08-128T-R4Z-E (4U Include Rack Rails, Transfer of Existing Licenses)
- b. Includes 5 Years Hardware Warranty and SSA Licenses
- c. 5000-40383 upgrade to E3-1275 Xeon CPU, 16GB and includes 4 open drive bays.
- d. 5000-40221 Windows Server 2016 Upgrade

Equipment Purchase Cost = \$26,488

c) Carmel Street Department

- a. Replace NVR with 2019 IP08-96T-2Z-2-E (4U Includes Rack Rails, Transfer of Existing Licenses)
- b. Includes 5 Years Hardware Warranty and SSA Licenses
- c. 5000-40383 upgrade to E3-1275 Xeon CPU, 16GB and includes 3 open drive bays
- d. 5000-40221 Windows Server 2016 Upgrade

Equipment Purchase Cost = \$23,844

Grand Total Cost = \$64,000

** Additional Enterprise Licenses is \$165 each.
 This quote is valid for 90 days from date of issue

Exhibit A
 lofl

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

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

Page 1 of 1

PURCHASE ORDER NUMBER

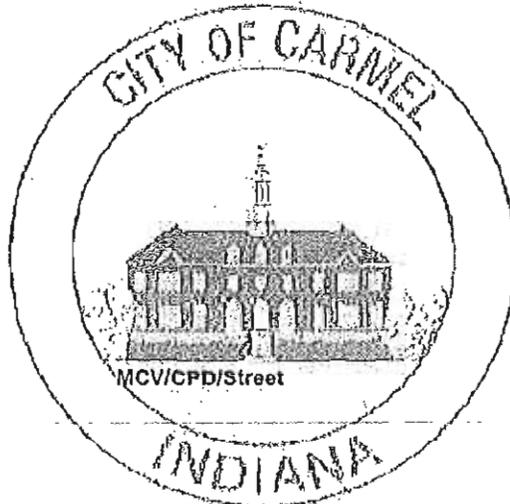
103667

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/8/2020			00352213	DVR Replacements
NELSON ALARM COMPANY VENDOR 2602 E 55TH STREET INDIANAPOLIS, IN 46220 -		ICS SHIP TO 3 Civic Square Carmel, IN 46032- Timothy Renick (317) 571-2576		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43303				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund
Account: 44-632.01

1 Each	DVR Replacement - CPD	\$26,488.00	\$26,488.00
1 Each	DVR Replacement - Mobile Command Vehicle	\$13,668.00	\$13,668.00
1 Each	DVR Replacement - Street	\$23,844.00	\$23,844.00
		Sub Total	\$64,000.00



Send Invoice To:
ICS
Timothy Renick
3 Civic Square
Carmel, IN 46032-
(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				PAYMENT \$64,000.00

SHIPPING INSTRUCTIONS

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 104
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

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

ORDERED BY

Timothy Renick

Timothy Renick
Director

TITLE

James Crider

James Crider
Administration

CONTROLLER

CONTROL NO. 103667



AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 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 Eight Hundred Sixteen Thousand Eight Hundred Ninety Eight Dollars and Fifty Cents (\$816,898.50) (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 Street Department 3400 W 131 st Street Carmel, Indiana 46074	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	-------------------	--

If to Vendor: Pearson Ford, Inc.
10650 N Michigan Road
Zionsville, Indiana 46077

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.

Pearson Ford, Inc.
Street Department - 2020
Appropriation #44-650-01 Fund; P.O. #103718
Contract Not To Exceed \$816,898.50

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

Pearson Ford, Inc.

by and through its Board of Public
Works and Safety

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:



Authorized Signature



Printed Name



Title

FID/TIN: 35-1053374

Last Four of SSN if Sole Proprietor: _____

Date: 2-9-20

2020 PICKUP TRUCKS TOTAL

	TOTAL
14 VEHICLES & ACCESSORIES	\$ 899,398.50
VALUE OF TRADE-INS	\$ 82,500
TOTAL COST	\$ 816,898.50

COMPANY NAME Pearson Ford

THIS IS TO BE THE FIRST PAGE OF ENTIRE BID.

Exhibit A
1 of 58

ITEMIZED LIST

VEHICLES/ACCESSORIES	QUANTITY & COLOR	PRICE FOR ONE
2020 OR NEWER Short Bed F250 CREW CAB 4WD TRUCK*	4 RED	\$39333.56
2020 OR NEWER Short bed F250 EXTENDED CAB 4WD TRUCK*	1 RED	\$38846.56
2020 OR NEWER (No Bed) F250 EXTENDED CAB 4WD TRUCK*	1 RED	\$37,821.56
2020 OR NEWER F550 4x4 EXTENDED CAB TRUCK*	8 RED	\$46320.80
UTILITY/ SERVICE BED FOR F250*	1	\$14814.00
HAULER-SERVICE BODY BED FOR F550s*	2	\$15739.00
STAINLESS STEEL DUMP BEDS FOR F550s*	4	\$23,344.00
ALUMINUM FLAT BEDS FOR F550s*	2	\$10964.00
9' PLOW FOR F550s*	4	\$6135.00
8' PLOW FOR F250s*	6	\$5855.00
9' V PLOW FOR F550s*	4	\$7068.00
BOLT-ON PINTLE HITCH FOR F550s*	3	\$7125
RECEIVER-STYLE PINTLE HITCH FOR F250s*	6	\$85.00
30,000 LB GOOSE NECK HITCH FOR FLAT BED F550s*	3 2??	2 quoted in hauler body amount
8' MID-MOUNT WING PLOWS FOR F550s*	3	\$14856.00

*These trucks specified are the minimum specs. All vehicles equivalent or better will be considered.

THIS IS TO BE THE SECOND PAGE OF ENTIRE BID.

Exhibit

A

2 of 66

PART 2
BID PROPOSAL

2.1 Project Bid.

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described project, including any and all addenda thereto, for the total sum of Eight Hundred Sixteen thousand Eight hundred Ninety-eight dollars and ^{50/100} cents Dollars (\$16,898.50). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price. The Bidder further understands that all work which may result on the Contract shall be compensated for on a lump sum basis and that the OWNER cannot and does not guarantee the amount or quantity of any item of work to be performed or furnished under the Agreement.

Exhibit A
3068

Specifications for F550 with Hauler Body

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

Major Equipment

(Based on selected options, shown at right)

- 7.3L V-8 OHV w/SMPi 350hp
- TorqShift 10 speed automatic w/OD
- * 4-wheel ABS
- * Traction control
- * LT 225/70R19.5 G BSW AT S-rated rear tires
- * Firm suspension
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 19.5 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Side steps
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 7000 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Cab to axle: 60"
- * Transmission PTO Provision

- Exterior: Race Red
- Interior: Medium Earth Gray
- * Brake assistance
- * LT 225/70R19.5 G BSW AS S-rated front tires
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecurLock immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 14706 lbs.
- * Rear spring rating: 15000 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

Fuel Economy

As Configured Vehicle

- STANDARD VEHICLE PRICE
- Order Code 660A
- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
- Wheels: 19.5" Argent Painted Steel
- HD Vinyl 40/20/40 Split Bench Seat
- Monotone Paint Application
- 168" Wheelbase
- Radio: AM/FM Stereo w/MP3 Player
- 50-State Emissions System
- SYNC Communications & Entertainment System
- GVWR: 19,500 lb Payload Plus Upgrade Package
- Limited Slip w/4.88 Axle Ratio
- Tires: 225/70R19.5G BSW Traction
- Platform Running Boards
- Power Equipment Group
- Accessory Delay
- Advanced Security Pack
- Trailer Tow Mirrors w/Power Heated Glass

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

City
N/A



Hwy
N/A

As Configured Vehicle

- MyKey
- Power Front & Rear Side Windows
- Power Locks
- Remote Keyless Entry
- Snow Plow Prep Package
- 397 Amp Alternators
- Dual 78 AH Battery
- Spare Tire, Wheel & Jack
- 6-Ton Hydraulic Jack
- Trailer Brake Controller
- Transmission Power Take-Off Provision
- Rear View Camera & Prep Kit
- Race Red
- Medium Earth Gray

Exhibit A
40658

ALL ACCESSORY EQUIPMENT SPECIFICATIONS

Six 8' Plow (for F250s)
Four 9' Plow (for F550s)
Four 9' V Plow (for F550s)
Three Bolt-on Pintle Hitches
Six Receiver-Style Pintle Hitches
Three 30K Goose Neck Hitches

14 Rapid Tach 3 with smart hitch II

- *Super Duty
- *No Skid Shoes
- *Rubber Deflector
- *Corner Markers with Flags
- *Smart touch II Hand Held controllers
- *Smart light with dual burn

Exhibit

A
50958

8' PLOW QUANTITY: 6 (Six)

RT3 STRAIGHT BLADE SPECIFICATIONS

8'0"
SUPER-DUTY

MOLDBOARD

Moldboard Width (Straight)	96" (244 cm)
Plowing Width @ 30 Deg Angle	83" (211 cm)
Moldboard Thickness	11 Gauge
Moldboard Height	29" (74 cm)
Cutting Edge (1080 Steel)	1/2" x 6" (1.3 cm x 15 cm)
Cutting Edge Angle	70°
Reinforcement Ribs	7 + 2 Diag
Box Section Reinforcements	2
Snowfoal	Optional
Curb Guards	Optional
Blade Extensions	Optional

PUSH FRAME ATTACHMENT BAR

Moldboard Attachment Pins	3/4" GR5, QTY 3
Pivot Pin Diameter	3/4" GR5
Pivot Pin Bushings (O.D. / I.D.)	1-3/4" / 3/4"

PUSH FRAME

Super Structure	2" x 4" Tube
Angle Pivot Pin Diameter	3/4" GR5
Pivot Pin Bushing (O.D. / I.D.)	1-3/4" / 3/4"

TRIP MECHANISM

Trip Method	Full Moldboard
Trip Springs	4
	0.375" Hooked Extension
Trip Spring Type	Spring
Trip Spring Adjustment	Spade Bolt
Trp Oamping	Shock Absorber

LIGHTING

	Smartlight 2™
	Dual Halogen bulb with TurnPark lamp integrated into headlight housing
Material	Polycarbonate lens, Nylon housing
Dimensions	15-1/2" Wide X 7" High X 6-1/2" Deep
Mounting	Fully adjustable 5 bolt retaining clamp
Bulbs	Halogen, Replacement Bulb: H9 (High Beam) / HIR2 (Low Beam) 65 Watts @ 12VDC (High Beam), 55 Watts @ 12VDC (Low Beam) Meets SAE and FMVSS 108 Specifications

CONTROLS

SmartTouch 2™ Hand Held Con	3 Soft Touch Illuminated Buttons - Automatic Float Fully Independent Function Control
Joystick (optional)	4 position Joystick with Detented Float Position Fully Independent Function Control (Integral with Valve Assembly)

HYDRAULIC SYSTEM PERFORMANCE

Angling	3-1/2 Seconds at Full Pressure
Lift	2 Seconds at Full Pressure
Lower	Fully Adjustable Flow Control Valve

POWER UNIT

Construction	Heavy Duty, Cast Iron Pump Housing
Mounting	Plow Mounted with Enclosure Cover
Reservoir Capacity	2 Quart (3 Quart on 10'0 Plow)
Type	Fixed Displacement Gear Pump, 5/16" Wide Gear Face (162 cu in/rev)
Flow Rate	1 3 GPM (4.9 LITERS/MIN) @ 2000 PSI
Motor	12 VDC High Torque Motor
Amp Draw	243 Amps, 12 VDC, @ 2000 PSI
Relief Setting	2500 PSI Full Bypass Relief
Filtration	100 Mesh Screen on Inlet and Exhaust Tubes

Exhibit

A
60158

9' PLOW QUANTITY: 4 (Four)

RT3 STRAIGHT BLADE SPECIFICATIONS

9'0"
SUPER-DUTY

MOLDBOARD

Moldboard Width (Straight)	108" (274 cm)
Plowing Width @ 30 Deg. Angle	93-1/2" (238 cm)
Moldboard Thickness	11 Gauge
Moldboard Height	29" (74 cm)
Cutting Edge (1080 Steel)	1/2" x 6" (1.3 cm x 15 cm)
Cutting Edge Angle	70°
Reinforcement Ribs	7 + 2 Diag
Box Section Reinforcements	4
Snowfoil	Optional
Curb Guards	Optional
Blade Extensions	Optional

PUSH FRAME ATTACHMENT BAR

Moldboard Attachment Pins	3/4" GR5, OTY 3
Pivot Pin Diameter	3/4" GR5
Pivot Pin Bushings (O.D. / I.D.)	1-3/4" / 3/4"

PUSH FRAME

Super Structure	2" x 4" Tube
Angle Pivot Pin Diameter	3/4" GR5
Pivot Pin Bushing (O.D. / I.D.)	1-3/4" / 3/4"

TRIP MECHANISM

Trip Method	Full Moldboard
Trip Springs	4 0.375" Hooked Extension
Trip Spring Type	Spring
Trip Spring Adjustment	Spade Bolt
Trip Damping	Shock Absorber

LIGHTING

	Smartlight 2™
	Dual Halogen bulb with Turn/Park lamp integrated into headlight housing
Material	Polycarbonate lens, Nylon housing
Dimensions	15-1/2" Wide X 7" High X 6-1/2" Deep
Mounting	Fully adjustable 5 bolt retaining clamp
Bulbs	Halogen, Replacement Bulb: H9 (High Beam) / HIR2 (Low Beam) 65 Watts @ 12VDC (High Beam), 55 Watts @ 12VDC (Low Beam) Meets SAE and FMVSS 108 Specifications

CONTROLS

SmartTouch 2™ Hand Held Con	3 Soft Touch Illuminated Buttons - Automatic Float Fully Independent Function Control
Joystick (optional).	4 position Joystick with Detented Float Position Fully Independent Function Control (Integral with Valve Assembly)

HYDRAULIC SYSTEM PERFORMANCE

Angling	3-1/2 Seconds at Full Pressure
Lift	2 Seconds at Full Pressure
Lower	Fully Adjustable Flow Control Valve

POWER UNIT

Construction	Heavy Duty, Cast Iron Pump Housing
Mounting	Plow Mounted with Enclosure Cover
Reservoir Capacity	2 Quart (3 Quart on 100 Plow)
Type	Fixed Displacement Gear Pump, 5/16" Wide Gear Face (.162 cu.in/rev)
Flow Rate	1.3 GPM (4.9 LITERS/MIN) @ 2000 PSI
Motor	12 VDC High Torque Motor
Amp Draw	243 Amps, 12 VDC, @ 2000 PSI
Relief Setting	2500 PSI Full Bypass Relief
Filtration	100 Mesh Screen on Inlet and Exhaust Tubes

Exhibit A
7 of 58

MINIMUM SPECIFICATIONS FOR THE PINTLE HITCH

3 (Three) Bolt-on Pintle Hitch
6 (Six) Receiver-Style Pintle Hitch- 12,000 lb

3 (Three) 8-ton bolt on pintle ball combo with 2" ball

6 (Six) Receiver-Style Pintle Hitch- 12,000 lb

HITCH, COMBINATION W/2" BALL

- Drop forged
- Black powder coat finish
- Forged steel ball
- Interchangeable hitch balls
- Drawbar eye dimensions - 2½" to 3" I.D. with 1¼" to 1-9/16" diameter section.



- **Additional Info/Notes**

Description
8-Ton Combination Hitch
Ball Size
2"
M.V.L.
3,000 lbs.
M.G.T.W.
16,000 lbs.
Weight

Accessory Specs

Exhibit A

80658

**1/2" Hitch Plate
TO BE INSTALLED ON THE
F550 (or Equivalent or Better) DUMP TRUCKS
QUANTITY: 3 (Three)**



-
- **Drawing**
- **Additional Info/Notes**
- **Accessories/ Parts**
- **Alt/Related Products**
- **Instructions**

Description	1/2" Hitch Plate
M.G.T.W	15,000 lbs.
Weight	

Warranty

Basic.....	36 month/ 36,000 miles
Corrosion Perforation.....	60 month/ unlimited mileage
Powertrain.....	60 month/ 60,000 miles
Roadside Assistance.....	60 month/ 60,000 miles

Exhibit A
9058

Specifications

2020 or Newer F250 XLT Crew Cab 4WD Truck*

Quantity/Color: 4 Red

Details: 4 Trucks with 4 Short Beds

* These specifications represent the minimum standards for the 4 (four) trucks. Any Truck equal to or greater than these specifications will be considered.*

2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W2B)

Price Level: 20

Major Equipment

(Based on selected options, shown at right)

6.2L V-6 SOHC w/SMPI 385hp

TorqShift-G 6 speed automatic w/OD

- * Rear locking differential driver selectable
- * Brako assistance
- * LT 275/70R18 E BSW AT S-rated tires
- * Firm suspension
- * Air conditioning
- * SiriusXM AM/FM/Satellite with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags
- * SecurILock Immobilizer
- * Message Center
- * Reclining front bucket seats
- * Running boards
- * Class V hitch
- * Rear axle capacity: 6200 lbs.
- * Rear spring rating: 6340 lbs.
- * Frame Yield Strength 50000 psi

Fuel Economy

Exterior: Race Red

Interior: Medium Earth Gray

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Streaming audio
- * Dual power remote heated mirrors
- * 18 x 8 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Audio control on steering wheel
- * Front axle capacity: 6000 lbs.
- * Front spring rating: 5600 lbs.
- * Frame section modulus: 10.7 cu.in.
- * Cab to axle: 39.9"

As Configured Vehicle

STANDARD VEHICLE PRICE

Order Code 603A

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift-G 8-Spd Auto w/SelectShift

GVWR: 10,000 lb Payload Package

Wheels: 18" Sparkle Silver Painted Cast Aluminum

160" Wheslbase

Monotono Paint Application

Radio: AM/FM Stereo/MP3 Player

SYNC 3 Communications & Entertainment System

50-State Emissions System

SiriusXM Radio

110V/400W Outlet

Electronic-Locking w/3.73 Axle Ratio

Tires: LT275/70Rx18E BSW A/T (4)

Cloth 40/Console/40 Front Seats

Flow-Through Console

Platform Running Boards

Transfer Case & Fuel Tank Skld Plates

2020 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W2B)

Price Level: 20

City
N/A



Hwy
N/A

As Configured Vehicle

Snow Plow Prep Package

200 Amp Alternator

Upfilter Switches (6)

Dual 78 AH Battery

Race Red

Medium Earth Gray

Carpet Delete

Exhibit

A
10 of 58

Additional Notes for Specifications:

- Cab-length running boards
- Heated mirrors
- Bluetooth
- Backup cameras
- Low-profile cab strobe package
- 4-corner strobe kit (surface-mounted)
- Spray-in bed-liner

Exhibit A
11/05/58

Selected Equipment & Specs

Dimensions

- * Exterior length: 250.0"
- * Exterior width: 80.0"
- * Wheelbase: 160.0"
- * Rear track: 67.2"
- * Min ground clearance: 8.2"
- * Rear legroom: 43.6"
- * Rear headroom: 40.4"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.9"
- * Approach angle: 17.9 deg
- * Cargo volume: 52.1cu.ft.
- * Box length: 81.9"
- * Cab to axle: 39.9"
- * Exterior height: 81.5"
- * Front track: 68.3"
- * Turning radius: 26.5'
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 131.7cu.ft.
- * Departure angle: 22.1 deg
- * Maximum cargo volume: 52.1cu.ft.

Powertrain

- * 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- * federal
- * Part-time
- * Fuel Economy Highway: N/A
- * Recommended fuel : regular unleaded
- * TorqShift-G 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 17 x 7.5 argent steel wheels
- * Rear rigid axle leaf spring suspension with HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT245/75SR17 EBSW AT front and rear tires

Body Exterior

- * 4 doors
- * Conventional right rear passenger
- * Turn signal indicator in mirrors
- * Black bumpers
- * Class V trailer hitch with with brake controller and trailer sway control
- * Trailer harness
- * Clearcoat paint
- * 2 front tow hook(s)
- * Conventional left rear passenger
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Running boards
- * Bed-rail protectors
- * Box style: regular
- * Front and rear 17 x 7.5 wheels

Convenience

- * Manual air conditioning with air filter
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Wireless phone connectivity
- * 2 1st row LCD monitors
- * Passenger visor mirror
- * Driver and passenger door bins
- * Upfilter switches
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 911 Assist emergency SOS
- * AppLink smart device integration
- * Front cupholders
- * Full overhead console
- * Rear door bins

Exhibit A
120538

Selected Equipment & Specs (cont'd)

Seats and Trim

- Seating capacity of 5
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage

Entertainment Features

- AM/FM stereo radio with radio data system
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 6 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Compass
- Camera(s) - rear
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front and rear reading lights
- Oil pressure gaugo
- Outside temperature display
- Low tire pressure warning
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- Security system with SecuriLock Immobilizer
- Manually adjustable front head restraints
- Brake assist with hill hold control
- Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints

Dimensions

General Weights

Curb	6,576 lbs.	GVWR	10,000 lbs.
Payload	3,480 lbs.		

Front Weights

Front GAWR	5,600 lbs.	Front curb weight	3,882 lbs.
Front axle capacity	6,000 lbs.	Front spring rating	5,600 lbs.
Front tire/wheel capacity	6,390 lbs.		

Rear Weights

Rear GAWR	6,340 lbs.	Rear curb weight	2,694 lbs.
Rear axle capacity	6,200 lbs.	Rear spring rating	6,340 lbs.
Rear tire/wheel capacity	6,390 lbs.		

Trailer Type

Type	Regular	Harness	Yes
Class	V	Hitch	Yes
Brake controller	Yes	Trailer sway control	Yes

Exhibit A

130158

Selected Equipment & Specs (cont'd)

General Trailering

5th-wheel towing capacity	12500 lbs.	Gooseneck towing capacity	12500 lbs.
Towing capacity	12500 lbs.	GCWR	19500 lbs.

Fuel Tank type

Capacity	34 gal.
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Off Road

Approach angle	18 deg	Departure angle	22 deg
Ramp breakover angle	23 deg	Min ground clearance	8"
Load floor height	38"		

Exterior cargo

Length	81.9"	Minimum width	50.5"
Volume	65.4 cu.ft.	Pickup box depth	21.1"
Maximum width	66.9"	Tailgate width	60.5"

Interior cargo

Cargo volume	52.1 cu.ft.	Maximum cargo volume	52.1 cu.ft.
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Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	6.2L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	SOHC
Variable valve control	Yes		

Engine Spec

Bore	4.02"	Compression ratio	9.8:1
Displacement	379 cu.in.	Stroke	3.74"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	385 HP @ 5,750 RPM
Torque	430 ft.-lb @ 3,800 RPM		

Alternator

Type	HD	Amps	200
------	----	------	-----

Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

Transmission

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

Transmission Gear Ratios

1st	4.17	2nd	2.34
3rd	1.52	4th	1.14
5th	0.87	6th	0.69
Reverse Gear ratios	3.4		

Exhibit A

140f58

Selected Equipment & Specs (cont'd)

<i>Transmission Torque Converter</i>			
Stall ratio	2.01		
<i>Transmission Extras</i>			
Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		
<i>Drive Type</i>			
4wd type	Part-time	Type	Four-wheel
<i>Drive Feature</i>			
Traction control	ABS and driveline	Locking hub control	Auto
Transfer case shift	Electronic		
<i>Drive Axle</i>			
Ratio	3.73		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		
<i>Fuel Economy</i>			
Fuel type	Gasoline		
<i>Fuel Economy (Alternate 1)</i>			
Fuel type	E85		
<i>Acceleration</i>			
0-60 mph (s)	6.77		
<i>1/4 Mile</i>			
Seconds	15.2	Speed	91 mph
<i>Skid Pad</i>			
Lateral acceleration (g)	0.6		
<i>Slalom</i>			
Speed	50 mph		
Driveability			
<i>Brakes</i>			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes	Hill hold control	Yes
<i>Suspension Control</i>			
Ride	Firm	Electronic stability control anti-roll	Stability control with anti-roll
<i>Front Suspension</i>			
Independence	Mono-beam non-independent	Anti-roll bar	Regular

Exhibit A
15 of 56

Selected Equipment & Specs (cont'd)

<i>Front Spring</i>			
Type	Coil	Grade	HD
<i>Front Shocks</i>			
Type	HD		
<i>Rear Suspension</i>			
Independence	Rigid axle	Type	Leaf
<i>Rear Spring</i>			
Type	Leaf	Grade	HD
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<i>Steering Specs</i>			
# of wheels	2		

Exterior

<i>Front Wheels</i>			
Diameter	17"	Width	7.50"
<i>Rear Wheels</i>			
Diameter	17"	Width	7.50"
<i>Spare Wheels</i>			
Wheel material	Steel		
<i>Front and Rear Wheels</i>			
Appearance	Argent	Material	Steel
Covers	Hub		
<i>Front Tires</i>			
Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	245mm	LT load rating	E
RPM	645		
<i>Rear Tires</i>			
Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	245mm	LT load rating	E
RPM	645		
<i>Spare Tire</i>			
Mount	Underbody w/crankdown	Type	Full-size
<i>Wheels</i>			
Front track	68.3"	Rear track	67.2"
Turning radius	26.5'	Wheelbase	160.0"

Exhibit A

160458

Selected Equipment & Specs (cont'd)

Body Features

Front license plate bracket	Yes	Running boards	Yes
Skid plate(s)	2	Body material	Aluminum
Side impact beams	Yes	Front tow hook(s)	2

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Tailgate

Pickup

Box style	Regular	Bed-rail protectors	Yes
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Exterior Dimensions

Length	250.0"	Body width	80.0"
Body height	81.5"	Cab to axle	39.9"
Frame section modulus	10.7cu.in.	Frame yield strength (psi)	50000.0
Front bumper to Front axle	38.2"	Front bumper to back of cab	151.8"

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row		Passenger front-impact	Yes
Passenger side-impact	Seat mounted		

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
---------------------	-----	-------------------	-------

Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	5
----------	---

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------	--------	------	------------

Front Armrest

Centre	Yes	Storage	Yes
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Rear Seats

Exhibit A
17058

Selected Equipment & Specs (cont'd)

Descriptor	Split-bench	Facing	Front
Folding Type	60-40 Fixed	Folding position	Fold-up cushion
Rear Head Restraints			
Control Number	Manual 3	Type	Adjustable
Front Seat Trim			
Material	Vinyl	Back material	Vinyl
Rear Seat Trim Group			
Material	Vinyl	Back material	Carpet
Convenience			
AC And Heat Type			
Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		
Audio System			
Radio	AM/FM stereo	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
External memory control	SYNC		
Audio Speakers			
Speaker type	Regular	Speakers	6
Audio Controls			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes
Audio Antenna			
Type	Fixed		
LCD Monitors			
1st row	2	Primary monitor size (inches)	4.2
Cruise Control			
Cruise control	With steering wheel controls		
Convenience Features			
Retained accessory power	Yes	12V DC power outlet	2
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfilter switches	Yes
Door Lock Activation			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		
Door Lock Type			
Tailgate/rear door lock	Included with power door locks		
Instrumentation Type			
Display	Analog		

Exhibit A

18 of 58

Selected Equipment & Specs (cont'd)

Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
---------------	-----	---------------	-----

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power
---------------------------	-------

Windows Rear Side

2nd row activation	Power
--------------------	-------

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		

Front Windshield

Wiper	Variable intermittent
-------	-----------------------

Rear Windshield

Window	Fixed
--------	-------

Interior

Passenger Visor

Mirror	Yes
--------	-----

Rear View Mirror

Day-night	Yes
-----------	-----

Headliner

Coverage	Full	Material	Cloth
----------	------	----------	-------

Floor Trim

Coverage	Full	Covering	Vinyl/rubber
----------	------	----------	--------------

Trim Feature

Gear shift knob	Urethane	Interior accents	Chrome
-----------------	----------	------------------	--------

Exhibit A

19 of 58

Selected Equipment & Specs (cont'd)

Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		

Overhead Console Storage

Storage	Yes	Type	Full
---------	-----	------	------

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Bin
Dashboard	Covered	Rear door bins	Yes

Legroom

Front	43.9"	Rear	43.6"
-------	-------	------	-------

Headroom

Front	40.8"	Rear	40.4"
-------	-------	------	-------

Hip Room

Front	62.5"	Rear	64.7"
-------	-------	------	-------

Shoulder Room

Front	66.7"	Rear	65.9"
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Interior Volume

Passenger volume	131.7 cu.ft.
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Transfer Case & Fuel Tank Skid Plates

Snow Plow Prep Package

Extra Heavy-Duty 200 Amp Alternator

Trailer Brake Controller

Steering Wheel-Mounted Cruise Control (LPO)

Radio: AM/FM Stereo/MP3 (LPO) (Fleet)

SYNC Communications & Entertainment System

Upfitter Switches (6)

Medium Duty Battery

Race Red

Medium Earth Gray

Exhibit A

20 of 58

Warranty - Standard Equipment & Specs

Warranty

<i>Basic</i>				
Distance	36,000 miles	Months		36 months
<i>Powertrain</i>				
Distance	60,000 miles	Months		60 months
<i>Corrosion Perforation</i>				
Distance	Unlimited miles	Months		60 months
<i>Roadside Assistance</i>				
Distance	60,000 miles	Months		60 months

Exhibit A
2/10/58

Specifications for F250 Extended Cab with Service Body

2020 F-250 4x4 SD Super Cab 8' box 164" WB SRW XLT (X2B)

Price Level: 20

Major Equipment

(Based on selected options, shown at right)

6.2L V-8 SOHC w/SMPI 385hp

TorqShift-G 6 speed automatic w/OD

- * Rear locking differential driver selectable
- * Brake assistance
- * LT 275/70R18 E BSW AT S-rated tires
- * Firm suspension
- * Air conditioning
- * SiriusXM AM/FM/Satellite with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecurILock Immobilizer
- * Message Center
- * Reclining front bucket seats
- * Running boards
- * Class V hitch
- * Rear axle capacity: 6200 lbs.
- * Rear spring rating: 6340 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.6"

Exterior: Race Red

Interior: Medium Earth Gray

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Streaming audio
- * Dual power remote heated mirrors
- * 18 x 8 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Audio control on steering wheel
- * Front axle capacity: 6000 lbs.
- * Front spring rating: 5600 lbs.
- * Frame section modulus: 10.7 cu.in.
- * Cab to axle: 56.1"

Fuel Economy

As Configured Vehicle

STANDARD VEHICLE PRICE

Order Code 803A

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift-G 6-Spd Auto w/SelectShift

GVWR: 10,000 lb Payload Package

Wheels: 18" Sparkle Silver Painted Cast Aluminum

164" Wheelbase

Monotone Paint Application

Radio: AM/FM Stereo/MP3 Player

SYNC 3 Communications & Entertainment System

50-State Emissions System

SiriusXM Radio

110V/400W Outlet

Electronic-Locking w/3.73 Axle Ratio

Tires: LT275/70Rx18E BSW AT (4)

Cloth 40/Console/40 Front Seats

Flow-Through Console

Platform Running Boards

Transfer Case & Fuel Tank Skid Plates

2020 F-250 4x4 SD Super Cab 8' box 164" WB SRW XLT (X2B)

Price Level: 20

City
N/A



Hwy
N/A

As Configured Vehicle

Pickup Box Delete

Rear Bumper Delete

Spare Wheel, Tire, Carrier & Jack Delete

Dual 78 AH Battery

Carpet Delete

Snow Plow Prep Package

200 Amp Alternator

Rear View Camera & Prep Kit

Upfitter Switches (6)

Spare Tire, Wheel, Carrier & Jack

Race Red

Medium Earth Gray

Exhibit

A

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Specifications for F550 with V-plow Quantity: Four (4)

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

Major Equipment

(Based on selected options, shown at right)

7.3L V-8 OHV w/SMPI 350hp
TorqShift 10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * LT 225/70R19.5 G BSW AT S-rated rear tires
- * Firm suspension
- * Tinted glass

- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Slide steps
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 7000 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Cab to axle: 60"
- * Transmission PTO Provision

Exterior: Race Red
Interior: Medium Earth Gray

- * Brake assistance
- * LT 225/70R19.5 G BSW AS S-rated front tires
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable Intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecurLock Immobilizer

- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 14706 lbs.
- * Rear spring rating: 15000 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

Fuel Economy

As Configured Vehicle

- STANDARD VEHICLE PRICE
- Order Code 660A
- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
- Wheels: 19.5" Argent Painted Steel
- HD Vinyl 40/20/40 Split Bench Seat
- Monotone Paint Application
- 168" Wheelbase
- Radio: AM/FM Stereo w/MP3 Player
- 50-State Emissions System
- SYNC Communications & Entertainment System
- GVWR: 19,500 lb Payload Plus Upgrade Package
- Limited Slip w/4.88 Axle Ratio
- Tires: 225/70Rx19.5G BSW Traction
- Platform Running Boards
- Power Equipment Group
- Accessory Deley
- Advanced Security Pack
- Trailer Tow Mirrors w/Power Heated Glass

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

City
N/A



Hwy
N/A

As Configured Vehicle

- MyKey
- Power Front & Rear Side Windows
- Power Locks
- Remote Keyless Entry
- Snow Plow Prep Package
- 397 Amp Alternators
- Dual 78 AH Battery
- Spare Tire, Wheel & Jack
- 6-Ton Hydraulic Jack
- Trailer Brake Controller
- Transmission Power Take-Off Provision
- Rear View Camera & Prep Kit
- Race Red
- Medium Earth Gray

Exhibit A
23 of 58

Description
9' Galion SS crossmemberless dump body package --304 SS sides and ends --18" fold down sides --1/4 cab shield W/ window --24" tailgate --3/16" AR400 floor --Trunion mount SA hoist --1/2" hitch plate per spec --Four corner strobe kit --Monroe Para glide wing plow --Force central hydraulics W/ PTO --All warning lights and flood lights --All components installed on 60" CA cab and chassis

Exhibit A
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STAINLESS STEEL DUMP BODY SPECIFICATIONS

FOR F-550 (OR EQUIVALENT OR BETTER) DUMP TRUCK

Quantity: 3 (Three)

- Dump body shall be 9' in length
- Dump body shall have 18" fold-down sides
- Dump body shall include a straight ¼ cab shield with window
- Dump body shall be 304 stainless steel
- Dump body shall have a 24" tailgate
- Dump body shall have the AR400 floor.
- Dump body shall be of crossmemberless design
- Dump body shall include mud flaps behind rear wheels
- Dump body shall have a hoist that shall be trunion mount telescopic design
- Dump body shall be hydraulic hoist.
- Dump body shall have dual oval cut outs in both rear posts
- Dump body shall include LED FMVSS lighting
- Dump body shall have split amber/amber oval lights in rear corner posts.
- Must have 4-corner strobe package (surface-mounted)
- Must have cab-length running boards.
- Must have backup cameras
- Must have Bluetooth
- Must have heated mirrors

Exhibit A
25 of 58

Specifications

2020 or Newer F550 4x4 Extended Cab

Dump Truck (or equivalent or better)

Quantity/Color: 8 Red

Details: 8-550 Chassis

(3 with Dump Beds, 3 with Flat Beds, 2 Hauler-Service Body)

Any specified brand name is to be minimal spec, or equivalent better

Exhibit A
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Selected Equipment & Specs

Dimensions

- * Exterior length: 265.2"
- * Exterior width: 80.0"
- * Wheelbase: 179.0"
- * Rear track: 74.0"
- * Rear tire outside width: 93.9"
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 131.7cu.ft.
- * Maximum cargo volume: 52.1cu.ft.
- * Cab to axle: 60.0"
- * Exterior height: 81.8"
- * Front track: 74.8"
- * Turning radius: 25.6'
- * Min ground clearance: 8.2"
- * Rear legroom: 43.6"
- * Rear headroom: 40.4"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.9"
- * Cargo volume: 52.1cu.ft.

Powertrain

- * 288hp 6.8L SOHC 30 valve V-10 engine with SMPi
- * federal
- * Part-time
- * Fuel Economy Cty: N/A
- * Recommended fuel : regular unleaded
- * TorqShift 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW AT front and rear tires

Body Exterior

- * 4 doors
- * **Reverse-opening left rear passenger**
- * Turn signal indicator in mirrors
- * Black bumpers
- * Trailer harness
- * Front and rear 19.5 x 6 wheels
- * **Reverse-opening right rear passenger**
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Side steps
- * Clearcoat paint
- * 2 front tow hook(s)

Convenience

- * Manual air conditioning with air filter
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 911 Assist emergency SOS
- * AppLink smart device integration
- * Front cupholders
- * Full overhead console
- * Rear door bins
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror with auto-dimming
- * Wireless phone connectivity
- * 2 1st row LCD monitors
- * Passenger visor mirror
- * Driver and passenger door bins
- * Upfilter switches

Seats and Trim

- * Seating capacity of 5
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * **Front 2 bucket seats**
- * Manual driver lumbar support
- * Centre front armrest with storage
- * **Rear 40-60 split-bench seat**

Exhibit A
27858

Selected Equipment & Specs (cont'd)

- * 60-40 folding rear split-bench seat

Entertainment Features

- * AM/FM stereo radio with radio data system
- * Steering wheel mounted radio controls
- * Streaming audio
- * SYNC external memory control
- * 6 speakers
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Tachometer
- * Compass
- * Camera(s) - rear
- * Trip odometer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front and rear reading lights
- * Oil pressure gauge
- * Outside temperature display
- * Trip computer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * 3 manually adjustable rear head restraints
- * Brake assist
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints

Dimensions

General Weights

Curb	7,671 lbs.	GVWR	19,500 lbs.
Payload	12,030 lbs.		

Front Weights

Front GAWR	7,000 lbs.	Front curb weight	4,302 lbs.
Front axle capacity	7,000 lbs.	Front spring rating	7,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

Rear GAWR	14,706 lbs.	Rear curb weight	3,369 lbs.
Rear axle capacity	14,706 lbs.	Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		

General Trailering

5th-wheel towing capacity	19900 lbs.	Gooseneck towing capacity	19900 lbs.
Towing capacity	18500 lbs.	GCWR	28000 lbs.

Fuel Tank type

Capacity	40 gal.
----------	---------

Off Road

Exhibit

A
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Selected Equipment & Specs (cont'd)

Min ground clearance	8 "		
<i>Interior cargo</i>			
Cargo volume	52.1 cu.ft.	Maximum cargo volume	52.1 cu.ft.
<i>Rear Frame</i>			
Height loaded	29 "	Height unloaded	34 "
Powertrain			
<i>Engine Type</i>			
Block material	Iron	Cylinders	V-10
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	6.8L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	3	Valvetrain	SOHC
<i>Engine Spec</i>			
Bore	3.55"	Compression ratio	9.2:1
Displacement	415 cu.in.	Stroke	4.16"
<i>Engine Power</i>			
Output	288 HP @ 4,000 RPM	Torque	424 ft.-lb @ 3,000 RPM
<i>Alternator</i>			
Type	HD	Amps	240
<i>Battery</i>			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	HD
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		
<i>Transmission Torque Converter</i>			
Stall ratio	1.90		
<i>Transmission Extras</i>			
Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		
<i>Drive Type</i>			
4wd type	Part-time	Type	Four-wheel
<i>Drive Feature</i>			
Limited slip differential	Mechanical	Traction control	Driveline
Locking hub control	Manual	Transfer case shift	Manual
<i>Drive Axle</i>			
Ratio	4.88		

Exhibit A
290658

Selected Equipment & Specs (cont'd)

<i>Exhaust</i>				
Material	Stainless steel	System type		Single
<i>Emissions</i>				
CARB	Federal			
<i>Fuel Economy</i>				
Fuel type	Gasoline			
Driveability				
<i>Brakes</i>				
ABS	4-wheel	ABS channels		3
Type	4-wheel disc	Vented discs		Front and rear
<i>Brake Assistance</i>				
Brake assist	Yes			
<i>Suspension Control</i>				
Ride	Firm			
<i>Front Suspension</i>				
Independence	Mono-beam non-independent	Anti-roll bar		Regular
<i>Front Spring</i>				
Type	Coil	Grade		HD
<i>Front Shocks</i>				
Type	HD			
<i>Rear Suspension</i>				
Independence	DANA 130 rigid axle	Type		Leaf
Anti-roll bar	Regular			
<i>Rear Spring</i>				
Type	Leaf	Grade		HD
<i>Rear Shocks</i>				
Type	HD			
<i>Steering</i>				
Activation	Hydraulic power-assist	Type		Re-circulating ball
<i>Steering Specs</i>				
# of wheels	2			
Exterior				
<i>Front Wheels</i>				
Diameter	19.5"	Width		6.00"
<i>Rear Wheels</i>				
Diameter	19.5"	Width		6.00"
Dual	Yes			
<i>Front and Rear Wheels</i>				
Appearance	Argent	Material		Steel

Exhibit A
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Selected Equipment & Specs (cont'd)

<i>Front Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	225mm	LT load rating	G
RPM	645		
<i>Rear Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	225mm	LT load rating	G
RPM	645		
<i>Wheels</i>			
Front track	74.8"	Rear track	74.0"
Turning radius	25.6'	Wheelbase	179.0"
Rear tire outside width	93.9"		
<i>Body Features</i>			
Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Side steps	Yes	Front tow hook(s)	2
<i>Body Doors</i>			
Door count	4	Left rear passenger	Reverse-opening
Right rear passenger	Reverse-opening		
<i>Exterior Dimensions</i>			
Length	265.2"	Body width	80.0"
Body height	81.8"	Cab to axle	60.0"
Axle to end of frame	47.2"	Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	107.2"
Front bumper to back of cab	158.1"		
Safety			
<i>Airbags</i>			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row		Passenger front-impact	Yes
Passenger side-impact	Seat mounted		
<i>Seatbelt</i>			
Height adjustable	Front		
<i>Security</i>			
Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		
Seating			
<i>Passenger Capacity</i>			
Capacity	5		

Exhibit A
3/1/50

Selected Equipment & Specs (cont'd)

<i>Front Seats</i>	Bucket-style		
<i>Driver Seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual
<i>Passenger seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
<i>Front Head Restraint</i>			
Control	Manual	Type	Adjustable
<i>Front Armrest</i>			
Centre	Yes	Storage	Yes
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Front Seat Trim</i>			
Material	Vinyl	Back material	Vinyl
<i>Rear Seat Trim Group</i>			
Material	Vinyl	Back material	Carpet
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		
<i>Audio System</i>			
Radio	AM/FM stereo	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
External memory control	SYNC		
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	6
<i>Audio Controls</i>			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes
<i>Audio Antenna</i>			
Type	Fixed		
<i>LCD Monitors</i>			
1st row	2	Primary monitor size (inches)	4.2
<i>Convenience Features</i>			

Exhibit A
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Selected Equipment & Specs (cont'd)

Retained accessory power	Yes	12V DC power outlet	2
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes
<i>Door Lock Activation</i>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated keyfob	Yes		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power		
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		
Interior			
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes	Auto-dimming	Yes

Exhibit A
330F58

Selected Equipment & Specs (cont'd)

<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Gear shift knob	Urethane	Interior accents	Chrome
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Full
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Bin
Dashboard	Covered	Rear door bins	Yes
<i>Legroom</i>			
Front	43.9"	Rear	43.6"
<i>Headroom</i>			
Front	40.8"	Rear	40.4"
<i>Hip Room</i>			
Front	62.5"	Rear	64.7"
<i>Shoulder Room</i>			
Front	66.7"	Rear	65.9"
<i>Interior Volume</i>			
Passenger volume	131.7 cu.ft.		

Exhibit A
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Selected Options

Engine: 6.8L 3-Valve SOHC EFI NA V10	Included
Transmission: TorqShift 6-Speed Automatic (6R140)	Included
Wheels: 19.5" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
179" Wheelbase	STD
50-State Emissions System	STD
Limited Slip w/4.88 Axle Ratio	
GVWR: 19,500 lb Payload Plus Upgrade Package	
Tires: 225/70R19.5G BSW Traction (TGK)	
Platform Running Boards	
Trailer Brake Controller	

Major Equipment

(Based on selected options, shown at right)

6.8L V-10 SOHC w/SMPI 288hp

TorqShift 6 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags
- * SecuriLock immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 14706 lbs.

Exterior: Race Red

Interior: Medium Earth Gray

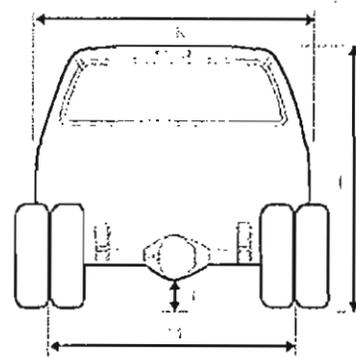
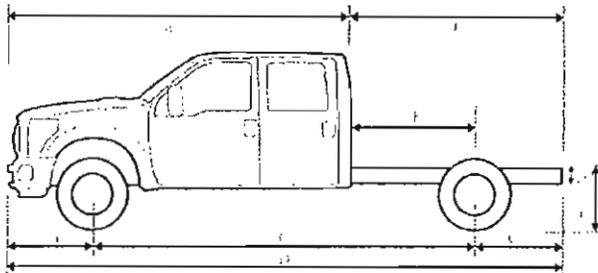
- * Brake assistance
- * LT 225/70R19.5 G BSW AT S-rated tires
- * Firm suspension
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Side steps
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 7000 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Cab to axle: 60"

Exhibit A

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- Remote Keyless Entry
- Snow Plow Prep Package
- Rear View Camera & Prep Kit
- Radio: AM/FM Stereo/MP3 (LPO) (Fleet)
- SYNC Communications & Entertainment System
- Race Red
- Medium Earth Gray

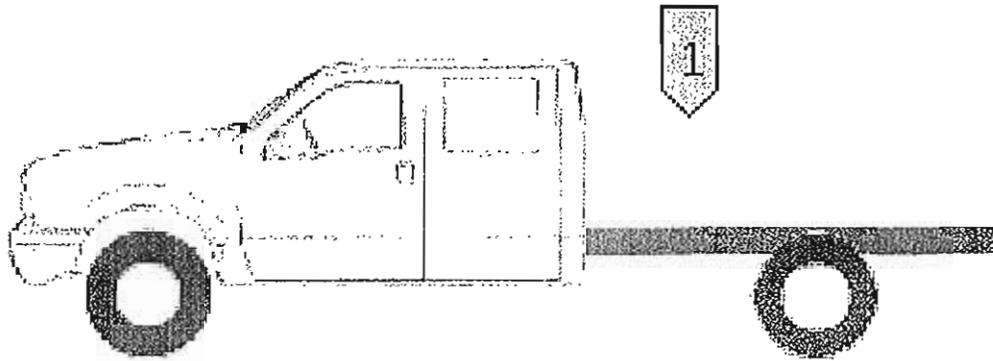
Below photo depiction is of Conventional Rear Doors- We are requesting Reverse-opening Rear Doors



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	158.10 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	265.20 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.30 in.
I'	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L'	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M'	Rear Tread	74.00 in.

Exhibit A
36858



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,302 lbs	3,369 lbs	7,671 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	2,098 lbs	8,831 lbs	10,929 lbs
TOTAL	7,000 lbs	12,500 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,000 lbs	15,000 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Exhibit A
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Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	24.15 %
Start grade capability in reverse	3.13	15.00 %	19.01 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	7.35 %
Maximum grade in 5th gear	0.86	3.00 %	5.49 %
Maximum grade in 6th gear	0.67	3.00 %	4.31 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	85 mph
<i>To meet your requirement you need a maximum axle ratio of 8.83</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed		60 mph	74 mph
Engine RPM at desired cruise speed			2,121 rpm

Variables in Use

Rear axle ratio:	4.88/4.88	Peak Torque RPM:	3,000 rpm
Tire size:	225/70R19.5 (645 rev/mile)	Frontal Area:	40.44 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM	2,600 rpm
Clutch engagement torque:	212 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.90	Final Drive Ratio:	0.67
Peak engine torque:	424 ft.lbs.	Drag Coefficient	0.80
Engine Power:	288 hp @ 4,000 rpm		

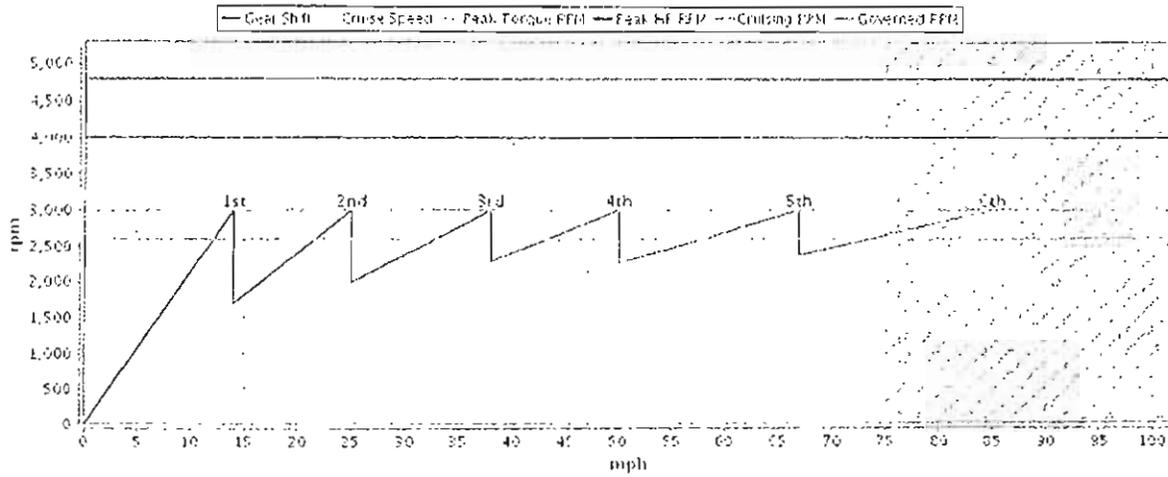
Exhibit A
38 of 58

Shift Chart

Shift Chart displays mathematical geared speed.

Diesel engines use Governed RPM for shift points.

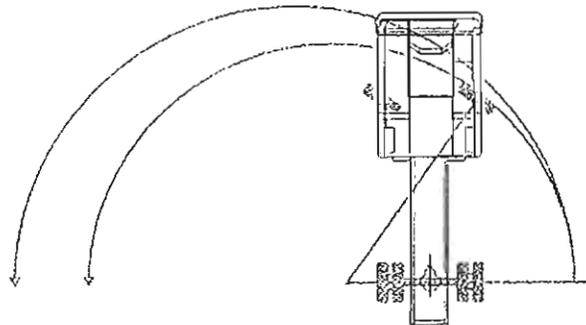
Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius

25.55 ft



Additional Specifications for the F-550s:

- Must have 4-corner strobe package (surface-mounted)
- Must have cab-length running boards.
- Must have backup cameras
- Must have Bluetooth
- Must have heated mirrors

Exhibit A
39 of 58

Specifications for F550 with Gooseneck Hitch

Quantity (3) Three

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

Major Equipment

(Based on selected options, shown at right)

- 7.3L V-8 OHV w/SMPI 350hp
- TorqShift 10 speed automatic w/OD
- * 4-wheel ABS
- * Traction control
- * LT 225/70R19.5 G BSW AT S-rated rear tires
- * Firm suspension
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Side steps
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 7000 lbs.
- * Frame section modulus: 17.2 cu. in.
- * Cab to axle: 60"
- * Transmission PTO Provision

Fuel Economy

- Exterior: Race Red
- Interior: Medium Earth Gray
- * Brake assistance
- * LT 225/70R19.5 G BSW AS S-rated front tires
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecurILock Immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 14706 lbs.
- * Rear spring rating: 15000 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

As Configured Vehicle

- STANDARD VEHICLE PRICE
- Order Code 660A
- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
- Wheels: 19.5" Argent Painted Steel
- HD Vinyl 40/20/40 Split Bench Seat
- Monotone Paint Application
- 168" Wheelbase
- Radio: AM/FM Stereo w/MP3 Player
- 50-State Emissions System
- SYNC Communications & Entertainment System
- GVWR: 19,500 lb Payload Plus Upgrade Package
- Limited Slip w/4.88 Axle Ratio
- Tires: 225/70R19.5G BSW Traction
- Platform Running Boards
- Power Equipment Group
- Accessory Delay
- Advanced Security Pack
- Trailer Tow Mirrors w/Power Heated Glass

Exhibit A
410 of 58

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

City
N/A



Hwy
N/A

As Configured Vehicle

MyKey
Power Front & Rear Side Windows
Power Locks
Remote Keyless Entry
Snow Plow Prep Package
397 Amp Alternators
Dual 78 AH Battery
Spare Tire, Wheel & Jack
6-Ton Hydraulic Jack
Trailer Brake Controller
Transmission Power Take-Off Provision
Rear View Camera & Prep Kit
Race Red
Medium Earth Gray

SUBTOTAL
Destination Charge

Exhibit A
4/1 of 58

Specifications for F550 with Hauler Body

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

Major Equipment

(Based on selected options, shown at right)

- 7.3L V-8 OHV w/SMPI 350hp
- TorqShift 10 speed automatic w/OD
- * 4-wheel ABS
- * Traction control
- * LT 225/70R19.5 G BSW AT S-rated rear tires
- * Firm suspension
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Side steps
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 7000 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Cab to axle: 60"
- * Transmission PTO Provision

- Exterior: Race Red
- Interior: Medium Earth Gray
- * Brake assistance
- * LT 225/70R19.5 G BSW AS S-rated front tires
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable Intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecurLock Immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 14706 lbs.
- * Rear spring rating: 15000 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

Fuel Economy

As Configured Vehicle

- STANDARD VEHICLE PRICE
- Order Code 660A
- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
- Wheels: 19.5" Argent Painted Steel
- HD Vinyl 40/20/40 Split Bench Seat
- Monotone Paint Application
- 168" Wheelbase
- Radio: AM/FM Stereo w/MP3 Player
- 50-State Emissions System
- SYNC Communications & Entertainment System
- GVWR: 19,500 lb Payload Plus Upgrade Package
- Limited Slip w/4.68 Axle Ratio
- Tires: 225/70R19.5G BSW Traction
- Platform Running Boards
- Power Equipment Group
- Accessory Delay
- Advanced Security Pack
- Trailer Tow Mirrors w/Power Heated Glass

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

City
N/A



Hwy
N/A

As Configured Vehicle

- MyKey
- Power Front & Rear Side Windows
- Power Locks
- Remote Keyless Entry
- Snow Plow Prep Package
- 397 Amp Alternators
- Dual 78 AH Battery
- Spare Tire, Wheel & Jack
- 6-Ton Hydraulic Jack
- Trailer Brake Controller
- Transmission Power Take-Off Provision
- Rear View Camera & Prep Kit
- Race Red
- Medium Earth Gray

Exhibit A
42 of 58

Specifications for F550 with V-plow Quantity: Four (4)

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

Major Equipment

(Based on selected options, shown at right)

- 7.3L V-8 OHV w/SMPI 350hp
- TorqShift 10 speed automatic w/OD
- * 4-wheel ABS
- * Traction control
- * LT 225/70R19.5 G BSW AT S-rated rear tires
- * Firm suspension
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Side steps
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 7000 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Cab to axle: 60"
- * Transmission PTO Provision

- Exterior: Race Red
- Interior: Medium Earth Gray
- * Brake assistance
- * LT 225/70R19.5 G BSW AS S-rated front tires
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecurILock Immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 14706 lbs.
- * Rear spring rating: 15000 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

Fuel Economy

As Configured Vehicle

- STANDARD VEHICLE PRICE
- Order Code 680A
- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
- Wheels: 19.5" Argent Painted Steel
- HD Vinyl 40/20/40 Split Bench Seat
- Monotone Paint Application
- 168" Wheelbase
- Radio: AM/FM Stereo w/MP3 Player
- 50-State Emissions System
- SYNC Communications & Entertainment System
- GVWR: 10,500 lb Payload Plus Upgrade Package.
- Limited Slip w/4.88 Axle Ratio
- Tires: 225/70R19.5G BSW Traction
- Platform Running Boards
- Power Equipment Group
- Accessory Tray
- Advanced Security Pack
- Trailer Tow Mirrors w/Power Heated Glass

2020 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 20

City
N/A



Hwy
N/A

As Configured Vehicle

- MyKey
- Power Front & Rear Side Windows
- Power Locks
- Remote Keyless Entry
- Snow Plow Prep Package
- 397 Amp Alternators
- Dual 78 AH Battery
- Spare Tire, Wheel & Jack
- 6-Ton Hydraulic Jack
- Trailer Brake Controller
- Transmission Power Take-Off Provision
- Rear View Camera & Prep Kit
- Race Red
- Medium Earth Gray

Exhibit A
43 of 58

Description
9' Galion SS crossmemberless dump body package --304 SS sides and ends --18" fold down sides --1/4 cab shield W/ window --24" tailgate --3/16" AR400 floor --Trunion mount SA hoist --1/2" hitch plate per spec --Four corner strobe kit --Monroe Para glide wing plow --Force central hydraulics W/ PTO --All warning lights and flood lights --All components installed on 60" CA cab and chassis

Exhibit A
44 of 58

STAINLESS STEEL DUMP BODY SPECIFICATIONS

FOR F-550 (OR EQUIVALENT OR BETTER) DUMP TRUCK

Quantity: 3 (Three)

- Dump body shall be 9' in length
- Dump body shall have 18" fold-down sides
- Dump body shall include a straight ¼ cab shield with window
- Dump body shall be 304 stainless steel
- Dump body shall have a 24" tailgate
- Dump body shall have the AR400 floor.
- Dump body shall be of crossmemberless design
- Dump body shall include mud flaps behind rear wheels
- Dump body shall have a hoist that shall be trunion mount telescopic design
- Dump body shall be hydraulic hoist.
- Dump body shall have dual oval cut outs in both rear posts
- Dump body shall include LED FMVSS lighting
- Dump body shall have split amber/amber oval lights in rear corner posts.
- Must have 4-corner strobe package (surface-mounted)
- Must have cab-length running boards.
- Must have backup cameras
- Must have Bluetooth
- Must have heated mirrors

Exhibit

A

4/50/2028

Mid-State Truck Equipment Inc.

11020 Allisonville Rd
Fishers, IN 46038

Sales Order

Date	S.O. No.
1/6/2020	671217

Name / Address
PEARSON FORD 10650 N. MICHIGAN ROAD ZIONSVILLE, IN 46077

Ship To
Chad Barkdull City of Carmel LESS WING PLOW

P.O. No.	Terms	Rep	Ship Via	Customer Contact	3% handling charge added to Credit	
	NET 25 Days	JK	cust. pick...			
Ordered	Item	Description		Rate	Amount	
1	PARTS1	Bolt on Pintle 2" ball combo hitch		71.25	71.25	
1	5585CA-VM	ECCO LED MINIBAR; 8 HEAD; VAC/MAG MOUNT		239.00	239.00	
1	PARTS1	4 corner surface mount lights		325.00	325.00	
5	LABOR	Install factory camera above hitch on custom fabricated bracket Install four corner strobes		100.00	500.00	
				Subtotal		
				Sales Tax (7.0%)		
				Total		

Exhibit ^A
460958

Mid-State Truck Equipment Inc.

11020 Allisonville Rd
Fishers, IN 46038

*Dump
no
wing plow*

Sales Order

Date	S.O. No.
1/6/2020	671217

Name / Address
PEARSON FORD 10650 N. MICHIGAN ROAD ZIONSVILLE, IN 46077

Ship To
Chad Barkdull City of Carmel LESS WING PLOW

P.O. No.	Terms	Rep	Ship Via	Customer Contact	3% handling charge added to Credit
	NET 25 Days	JK	cust. pick...		
Ordered	Item	Description		Rate	Amount
1	EQUIP.	9' Galion SS crossmemberless dump body package --304 SS sides and ends --18" fold down sides --1/4 cab shield W/ window --24" tailgate --3/16" AR400 floor --Trunion mount SA hoist --1/2" hitch plate per spec --Four corner strobe kit --Force central hydraulics W/ PTO --All warning lights and flood lights --All components installed on 60" CA cab and chassis OPTIONAL .125 ALUMINUM TOOLBOX MOUNTED UNDER BODY ON DRIVER SIDE ADD \$775		23,344.00	23,344.00
				Subtotal	\$24,479.25
				Sales Tax (7.0%)	\$0.00
				Total	\$24,479.25

Exhibit A
470858

dump w/ wing plows

Mid-State Truck Equipment Inc.
 11020 Allisonville Rd
 Fishers, IN 46038

Sales Order

Date	S.O. No.
12/31/2019	671204

Name / Address
PEARSON FORD 10650 N. MICHIGAN ROAD ZIONSVILLE, IN 46077

Ship To
Chad Barkdull City of Carmel

P.O. No.	Terms	Rep	Ship Via	Customer Contact	3% handling charge added to Credit
	NET 25 Days	JK	cust. pick...		
Ordered	Item	Description		Rate	Amount
1	PARTS1	Bolt on Pintle 2" ball combo hitch		71.25	71.25
1	5585CA-VM	ECCO LED MINIBAR; 8 HEAD; VAC/MAG MOUNT		239.00	239.00
1	PARTS1	4 corner surface mount lights		325.00	325.00
5	LABOR	Install factory camera above hitch on custom fabricated bracket Install four corner strobes		100.00	500.00
				Subtotal	
				Sales Tax (7.0%)	
				Total	

Exhibit A
 48 of 58

Mid-State Truck Equipment Inc.

11020 Allisonville Rd
Fishers, IN 46038

*dump
w/ wing
plow*

Sales Order

Date	S.O. No.
12/31/2019	671204

Name / Address
PEARSON FORD 10650 N. MICHIGAN ROAD ZIONSVILLE, IN 46077

Ship To
Chad Barkdull City of Carmel

P.O. No.	Terms	Rep	Ship Via	Customer Contact	3% handling charge added to Credit
	NET 25 Days	JK	cust. pick...		
Ordered	Item	Description	Rate	Amount	
1	EQUIP.	9' Galion SS crossmemberless dump body package --304 SS sides and ends --18" fold down sides --1/4 cab shield W/ window --24" tailgate --3/16" AR400 floor --Trunion mount SA hoist --1/2" hitch plate per spec --Four corner strobe kit --Monroe Para glide wing plow --Force central hydraulics W/ PTO --All warning lights and flood lights --All components installed on 60" CA cab and chassis OPTIONAL .125 ALUMINUM TOOLBOX MOUNTED UNDER BODY ON DRIVER SIDE ADD \$775	38,200.00	38,200.00	
			Subtotal	\$39,335.25	
			Sales Tax (7.0%)	\$0.00	
			Total	\$39,335.25	

Exhibit A
491658

B Plows

Quotation

MID-STATE TRUCK EQUIPMENT INC
 11020 ALLISONVILLE ROAD - FISHERS, IN 46038
 PHONE 1-800-540-4479 1-317-849-4903
 FAX 1-317-849-6441

Date	Quotation #
1/3/2020	2135

Name / Address
PEARSON FORD 10650 N. MICHIGAN ROAD ZIONSVILLE, IN 46077

Ship To
Chad Barkdull City of Carmel

Purchase Order #	Terms	Rep	Project	Good Thru
	NET 25 Days	JK		2-2-20

Qty	Item	MPN	Description	Rate	Total
6	BOSS80S...		BOSS RT3 8' HEAVY-DUTY SNOWPLOW PKG. w/ SH2 ELECTRIC ATTACHMENT, SL3 LED LIGHTING --Includes all spec'd components --LED headlights --Includes installation	5,855.00	35,130.00
4	BOSS90S...		BOSS RT3 9'0' SUPER-DUTY SNOWPLOW WITH SMARTHITCH2 --Includes all spec'd components --LED headlights --Includes installation	6,135.00	24,540.00
4	BOSS92D...		BOSS 9'2 STEEL D-XT V-PLOW PKG w/ SMART LOCKING CYLINDERS & SMART HITCH2 ATTACHMENT --Includes all spec'd components --LED headlights --Includes installation	7,068.00	28,272.00

Subtotal	\$87,942.00
Sales Tax (7.0%)	\$0.00
Total	\$87,942.00

Exhibit A
 50 of 58

Hauler body

Quotation

MID-STATE TRUCK EQUIPMENT INC
11020 ALLISONVILLE ROAD - FISHERS, IN 46038
PHONE 1-800-540-4479 1-317-849-4903
FAX 1-317-849-6441

Date	Quotation #
1/2/2020	2131

Name / Address
PEARSON FORD 10650 N. MICHIGAN ROAD ZIONSVILLE, IN 46077

Ship To
Chad Barkdull City of Carmel

Purchase Order #	Terms	Rep	Project	Good Thru
	NET 25 Days	JK		2-2-20

Qty	Item	MPN	Description	Rate	Total
1	EQUIP.		9'3" hauler style aluminum body --Per customer supplied spec --Inc. front compartment adjustable shelves	12,700.00	12,700.00
1	PARTS1		Gooseneck hitch W/ 2 5/16" ball	475.00	475.00
1	5585CA-VM		ECCO LED MINIBAR; 8 HEAD; VAC/MAG MOUNT	239.00	239.00
1	PARTS1		4 corner strobe light kit per spec	325.00	325.00
20	LABOR		Install body and strobe lights	100.00	2,000.00

Subtotal	\$15,739.00
Sales Tax (7.0%)	\$0.00
Total	\$15,739.00

6

Exhibit A
51858

Aluminum Flat bed for F550

Quotation	
Date	Quotation #
12/31/2019	2136

MID-STATE TRUCK EQUIPMENT INC
 11020 ALLISONVILLE ROAD - FISHERS, IN 46038
 PHONE 1-800-540-4479 1-317-849-4903
 FAX 1-317-849-6441

Name / Address
PEARSON FORD 10650 N. MICHIGAN ROAD ZIONSVILLE, IN 46077

Ship To
Chad Barkdull City of Carmel

Purchase Order #	Terms	Rep	Project	Good Thru
	NET 25 Days	JK		2-2-20

Qty	Item	MPN	Description	Rate	Total
1	EQUIP.		8'X9'4" Hillsboro Series 3000	8,800.00	8,800.00
1	5585CA-VM		--Per customer supplied spec ECCO LED MINIBAR; 8 HEAD; VAC/MAG MOUNT	239.00	239.00
1	PARTS1		4 corner strobe light kit per spec	325.00	325.00
16	LABOR		Install body and strobe lights	100.00	1,600.00

Subtotal	\$10,964.00
Sales Tax (7.0%)	\$0.00
Total	\$10,964.00

Exhibit A
52858

Aluminum
Service body for
F-250

Quotation

MID-STATE TRUCK EQUIPMENT INC
11020 ALLISONVILLE ROAD - FISHERS, IN 46038
PHONE 1-800-540-4479 1-317-849-4903
FAX 1-317-849-6441

Date	Quotation #
1/2/2020	2132

Name / Address
PEARSON FORD 10650 N. MICHIGAN ROAD ZIONSVILLE, IN 46077

Ship To
Chad Barkdull City of Carmel

Purchase Order #	Terms	Rep	Project	Good Thru
	NET 25 Days	JK		2-2-20

Qty	Item	MPN	Description	Rate	Total
1	EQUIP.		82"X8'9" aluminum service body --Per customer supplied spec	12,650.00	12,650.00
1	5585CA-VM		ECCO LED MINIBAR; 8 HEAD; VAC/MAG MOUNT	239.00	239.00
1	PARTSI		4 corner strobe light kit per spec	325.00	325.00
16	LABOR		Install body and strobe lights	100.00	1,600.00

Subtotal	\$14,814.00
Sales Tax (7.0%)	\$0.00
Total	\$14,814.00

Exhibit A
3858

ALL ACCESSORY EQUIPMENT SPECIFICATIONS

Six 8' Plow (for F250s)
Four 9' Plow (for F550s)
Four 9' V Plow (for F550s)
Three Bolt-on Pintle Hitches
Six Receiver-Style Pintle Hitches
Three 30K Goose Neck Hitches

14 Rapid Tach 3 with smart hitch II

- *Super Duty
- *No Skid Shoes
- *Rubber Deflector
- *Corner Markers with Flags
- *Smart touch II Hand Held controllers
- *Smart light with dual burn

Exhibit A

54 of 58

8' PLOW QUANTITY: 6 (Six)

RT3 STRAIGHT BLADE SPECIFICATIONS

8'0" SUPER-DUTY

MOLDBOARD

Moldboard Width (Straight)	96" (244 cm)
Plowing Width @ 30 Deg Angle	83" (211 cm)
Moldboard Thickness	11 Gauge
Moldboard Height	25" (74 cm)
Cutting Edge (1090 Steel)	1/2" x 6" (1.3 cm x 15 cm)
Cutting Edge Angle	70°
Reinforcement Ribs	7 + 2 Dmg
Box Section Reinforcements	2
Snowfoal	Optional
Curb Guards	Optional
Blade Extensions	Optional

PUSH FRAME ATTACHMENT BAR

Moldboard Attachment Pins	3/4" GR5, QTY 3
Pivot Pin Diameter	3/4" GR5
Pivot Pin Bushings (O.D. / I.D.)	1-3/4" / 3/4"

PUSH FRAME

Super Structure	2" x 4" Tube
Angle Pivot Pin Diameter	3/4" GR5
Pivot Pin Bushing (O.D. / I.D.)	1-3/4" / 3/4"

TRIP MECHANISM

Trip Method	Full Moldboard
Trip Springs	4 0.375" Hocked Extension Spring
Trip Spring Type	Spring
Trip Spring Adjustment	Spade Bolt
Trip Damping	Shock Absorber

LIGHTING

	Smartlight 2™
Material	Dual Halogen bulb with Turn/Park lamp integrated into headlight housing
Dimensions	Polycarbonate lens, Nylon housing 15-1/2" Wide X 7" High X 5-1/2" Deep
Mounting	Fully adjustable 5 bolt retaining clamp
Bulbs	Halogen, Replacement Bulbs: H9 (High Beam) / HIR2 (Low Beam) 65 Watts @ 12VDC (High Beam), 55 Watts @ 12VDC (Low Beam) Meets SAE and FMVSS 108 Specifications

CONTROLS

SmartTouch 2™ Hand Held Con	3 Soft Touch Illuminated Buttons - Automatic Float Fully Independent Function Control
Joystick (optional):	4 position Joystick with Detented Float Position Fully Independent Function Control (Integral with Valve Assembly)

HYDRAULIC SYSTEM PERFORMANCE

Angling	3-1/2 Seconds at Full Pressure
Lift	2 Seconds at Full Pressure
Lower	Fully Adjustable Flow Control Valve

POWER UNIT

Construction	Heavy Duty, Cast Iron Pump Housing
Mounting	Flow Mounted with Enclosure Cover
Reservoir Capacity	2 Quart (3 Quart on 10'0 Plow)
Type	Fixed Displacement Gear Pump, 5/16" Wide Gear Face (162 cu.in/rev)
Flow Rate	1.3 GPM (4.9 LITERS/MIN) @ 2000 PSI
Motor	12 VDC High Torque Motor
Amp Draw	243 Amps, 12 VDC, @ 2000 PSI
Relief Setting	2500 PSI Full Bypass Relief
Filtration	100 Mesh Screen on Inlet and Exhaust Tubes

Exhibit A
56 of 58

9' PLOW QUANTITY: 4 (Four)

RT3 STRAIGHT BLADE SPECIFICATIONS

9'0"

SUPER-DUTY

MOLDBOARD

Moldboard Width (Straight)	108" (274 cm)
Plowing Width @ 30 Deg. Angle	93-1/2" (238 cm)
Moldboard Thickness	11 Gauge
Moldboard Height	29" (74 cm)
Cutting Edge (1080 Steel)	1/2" x 6" (1.3 cm x 15 cm)
Cutting Edge Angle	70°
Reinforcement Ribs	7 + 2 Diag
Box Section Reinforcements	4
Snowfoal	Optional
Curb Guards	Optional
Blade Extensions	Optional

PUSH FRAME ATTACHMENT BAR

Moldboard Attachment Pins	3/4" GR5, QTY 3
Pivot Pin Diameter	3/4" GR5
Pivot Pin Bushings (O.D. / I.D.)	1-3/4" / 3/4"

PUSH FRAME

Super Structure	2" x 4" Tube
Angle Pivot Pin Diameter	3/4" GR5
Pivot Pin Bushing (O.D. / I.D.)	1-3/4" / 3/4"

TRIP MECHANISM

Trip Method	Full Moldboard
Trip Springs	4 0.375" Hooked Extension
Trip Spring Type	Spring
Trip Spring Adjustment	Spade Bolt
Trip Damping	Shock Absorber

LIGHTING

	Smartlight 2™
Material	Dual Halogen bulb with Turn/Park lamp integrated into headlight housing
Dimensions	Polycarbonate lens, Nylon housing 15-1/2" Wide X 7" High X 6-1/2" Deep
Mounting	Fully adjustable 5 bolt retaining clamp
Bulbs	Halogen, Replacement Bulb H9 (High Beam) / H1R2 (Low Beam) 65 Watts @ 12VDC (High Beam), 55 Watts @ 12VDC (Low Beam) Meets SAE and FMVSS 108 Specifications

CONTROLS

SmartTouch 2™ Hand Held Con	3 Soft Touch Illuminated Buttons - Automatic Float Fully Independent Function Control
Joystick (optional).	4 position Joystick with Detented Float Position Fully Independent Function Control (integral with Valve Assembly)

HYDRAULIC SYSTEM PERFORMANCE

Angling	3-1/2 Seconds at Full Pressure
Lift	2 Seconds at Full Pressure
Lower	Fully Adjustable Flow Control Valve

POWER UNIT

Construction	Heavy Duty, Cast Iron Pump Housing
Mounting	Plow Mounted with Enclosure Cover
Reservoir Capacity	2 Quart (3 Quart on 100 Plow)
Type	Fixed Displacement Gear Pump, 5-1/8" Wide Gear Face (.162 cu.in/rev)
Flow Rate	1.3 GPM (4.9 LITERS/MIN) @ 2000 PSI
Motor	12 VDC High Torque Motor
Amp Draw	243 Amps, 12 VDC, @ 2000 PSI
Relief Setting	2500 PSI Full Bypass Relief
Filtration	100 Mesh Screen on Inlet and Exhaust Tubes

Exhibit

A

56 of 56

MINIMUM SPECIFICATIONS FOR THE PINTLE HITCH

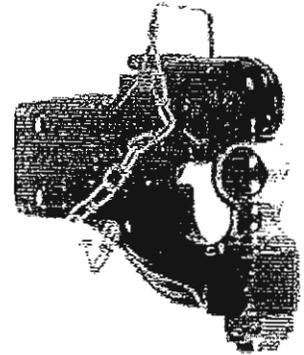
3 (Three) Bolt-on Pintle Hitch
6 (Six) Receiver-Style Pintle Hitch- 12,000 lb

3 (Three) 8-ton bolt on pintle ball combo with 2" ball

6 (Six) Receiver-Style Pintle Hitch- 12,000 lb

HITCH, COMBINATION W/2"BALL

- Drop forged
- Black powder coat finish
- Forged steel ball
- Interchangeable hitch balls
- Drawbar eye dimensions - 2½" to 3" I.D. with 1¼" to 1-9/16" diameter section.



• **Additional Info/Notes**

Description	8-Ton Combination Hitch
Ball Size	2"
M.V.L.	3,000 lbs.
M.G.T.W.	16,000 lbs.
Weight	

Exhibit *A*
57 of 58

Accessory Specs

**1/2" Hitch Plate
TO BE INSTALLED ON THE
F550 (or Equivalent or Better) DUMP TRUCKS
QUANTITY: 3 (Three)**



-
- **Drawing**
- **Additional Info/Notes**
- **Accessories/ Parts**
- **Alt/Related Products**
- **Instructions**

Description
1/2" Hitch Plate
M.G.T.W.
15,000 lbs.
Weight

Warranty

Basic.....	36 month/ 36,000 miles
Corrosion Perforation.....	60 month/ unlimited mileage
Powertrain.....	60 month/ 60,000 miles
Roadside Assistance.....	60 month/ 60,000 miles

Exhibit A
56836

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Pearson Ford (the "Employer") in the position of Commercial Account Mgr.
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 13 day of March, 2018

Patrick Kenner
Printed: Patrick Kenner

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.

R.N. Dewman 9/15/2024
Printed: R.N. Dewman

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103718

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			237560	Lease = 0
PEARSON FORD, INC VENDOR 10650 N MICHIGAN RD ZIONSVILLE, IN 46077 -		Street Department SHIP TO 3400 W. 131st Street Carmel, IN 46074- (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43720				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1206 Fund: 0 Capital Lease Fund

Account: 44-650.01

1 Each

2020 4 F250's / 8 F550's

\$816,898.50 \$816,898.50
Sub Total \$816,898.50



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
				PAYMENT \$816,898.50

SHIPPING INSTRUCTIONS

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

Dave Huffman
Director

James Crider
Administration

TITLE

CONTROL NO. 103718



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 Lacy Construction Group, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-509.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Sixty Four Thousand Seventy Three Dollars (\$64,073.00) (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 Administration One Civic Square Carmel, Indiana 46032	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor: Lacy Construction Group, Inc.
1339 Sunday Drive
Indianapolis, Indiana 46217

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

Lacy Construction Group, Inc.

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Authorized Signature

Printed Name

Mary Ann Burke, Member

Date: _____

Title

Lori S. Watson, Member

Date: _____

FID/TIN: 81-3131218

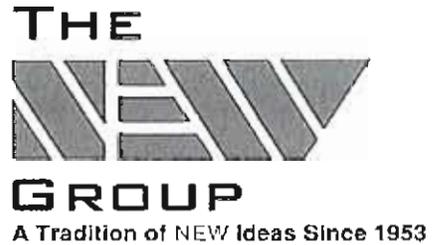
Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 2-5-20

Sue Wolfgang, Clerk

Date: _____



January 29, 2020

City of Carmel
One Civic Square
Carmel, IN 46032

Re: Carmel Palladium – All Elevations Limestone Cleaning

Attn: Mr. Jim Crider

I would like to thank you for the opportunity to bid this project. Per your direction, I am proposing the following for your consideration.

The NEW Group proposes to provide labor, material and equipment to complete the following work items for the stated sum.

Work items included:

1. Mobilize to jobsite.
2. Apply the cleaning solution.
3. Scrub cleaning solution.
4. Pressure-wash the area to remove all residue.
5. Check the area for failed mortar or sealant and report findings to the owner.
6. Clean up and de-mobilize.

Base price to complete the above work items is as follows:

2020 Work

South Elevation	\$33,747
East Elevation	\$30,326

Work to be completed later

West Elevation	\$29,561
North Elevation	\$43,882

All work is based on regular hours. The owner will need to provide water. This proposal does not include the upper area that is not limestone.

Should you have any questions, please do not hesitate to call.

Sincerely,

Bradley J. Lacy
Project Manager

Exhibit A
10/1

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

E-VERIFY AFFIDAVIT

The undersigned, being first duly sworn, states and deposes that:

1. He or she is a representative of the Company identified below, and is authorized to make this affidavit on behalf of the Company.

2. Pursuant to Indiana Code 22-5-1.7-11, a contractor, vendor or other service provider who enters into an agreement to provide work or services to the Capital Improvement Board of Managers of Marion County, is required to enroll in and verify the work eligibility status of all its newly hired employees through the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended (the "E-Verify Program").

3. Based on the above, the undersigned hereby confirms that:
 - a) The Company has enrolled in, and is participating in, the E-Verify Program; and
 - b) The Company does not knowingly employ any unauthorized aliens.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

The Company

LACY CONSTRUCTION GROUP, INC.
Company Name

[Handwritten Signature]
Signature

BRAD LACY
Printed Name

PRESIDENT
Title

CITY OF CARMEL - PALLADIUM CLEANING
Project

STATE OF Indiana)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Bradley, the President of The New Group, who being first duly sworn, acknowledged the execution of this E-Verify Affidavit, and stated that the facts and matters therein set forth are true and correct to the best of his or her knowledge.

Witness my hand and Notarial Seal this 5 day of February, 2020.

Andrhea Wilkins
Notary Public

Andrhea Wilkins
Printed Name

My Commission Expires: 7-28-2023
My County of Residence: Marion

Andrhea Wilkins
Notary Public
SEAL
Marion County, State of Indiana
My Commission Expires July 20, 2023
Commission No 670895

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103733

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			373825	
THE NEW GROUP VENDOR 1339 SUNDAY DRIVE INDIANAPOLIS, IN 46217 -		Human Resources SHIP TO 1 Civic Square Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43727				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1208 Fund: 101 General Fund

Account: 43-509.00

1 Each	Other Contracted Services	\$33,747.00	\$33,747.00
1 Each	Other Contracted Services	\$30,326.00	\$30,326.00
	Sub Total		\$64,073.00



Send Invoice To:
Human Resources

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$64,073.00

SHIPPING INSTRUCTIONS

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

James Crider

James Crider
Administration

TITLE

James Crider

James Crider
Administration

CONTROLLER

CONTROL NO. 103733

RESOLUTION NO. BPW 02-19-20-03

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY
ACKNOWLEDGING RECEIPT OF MEMORANDUM OF UNDERSTANDING**

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2020.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Program Signature Form



MBA/MBSA number

5-0000004883640

Agreement number

01E73650

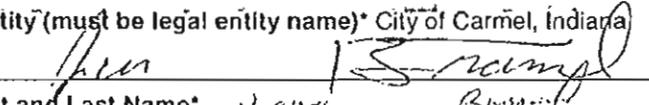
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity (Enrolled Affiliate, Government Partner, Institution, or other party) entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

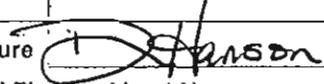
Contract Document	Number or Code
<Choose Agreement>	
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	
Product Selection Form	0920707.001 (New)
Amendment	M23 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Carmel, Indiana
Signature*	
Printed First and Last Name*	JAMES BRIDGES
Printed Title	MAJOR
Signature Date*	29 January 2020
Tax ID	

BY

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation JAN 31 2020 Deborah Hanson Duty Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date <u>2/1/2020</u> (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

5001768

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program). ("Industry Program"): The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program, or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services, (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information:

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Carmel, Indiana

Contact name* First Tim **Last** Renick

Contact email address* trenick@carmel.in.gov

Street address* 31 1st Avenue N.W

City* Carmel

State* IN
Postal code* 46032-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* (317)-571-2591
Tax ID
** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code*
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78664
Country* US
Contact name* EA RESELLER
Phone* 244-653-8487
Contact email address* US_MS_GOVTEA_Select@dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Justin Moran

Printed name* Justin Moran

Printed title* Sr. Analyst

Date* 1/31/2020

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections:

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0920707.001

Enrollment Number

5001768

Language: English (United States)

MPHU
JAO

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	205	490	0.4	No	User Licenses

Products	Enterprise Quantity
Enterprise Mobility and Security (EMS):	
Enterprise Mobility and Security USL	20
Microsoft 365 Enterprise:	
Microsoft 365 E3 USL	205
O365 GCC E1	285

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products:	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Microsoft 365 Enterprise	Client Access License + Windows InLine + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity:	205	490	225	205

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level:
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES:

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	
<p>Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.</p>	
<p>Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	



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 Mainscape, 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 43-504.00, 2201 43-509.00, 101 43-509.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Million Three Hundred Fifty One Thousand Four Hundred Forty Dollars (\$1,351,440.00) (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 Street Department 3400 W 131 st Street Carmel, Indiana 46074	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor:	Mainscape, Inc. 13418 Britton Park Road Fishers, Indiana 46038
---------------	--

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

Mainscape, Inc.

by and through its Board of Public Works and Safety

By:

By:

James Brainard, Presiding Officer

Authorized Signature

Date: _____

Printed Name

Mary Ann Burke, Member

Date: _____

Title

Lori S. Watson, Member

Date: _____

FID/TIN: 35-1633580

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 2-12-2020

Sue Wolfgang, Clerk

Date: _____

DATE
1/31/2019

PROPOSAL



MAINSCAPE

SERVICE ADDRESS	BILLING ADDRESS	CONTACT INFORMATION	BRANCH ADDRESS
		Name: Dave Huffman Phone: Alt: EMAIL:	MAINSCAPE, INC. 13418 Britton Park Road Fishers, IN 46038
COMMUNITY NAME	WORK ORDER #	ACCOUNTABLE	BRANCH CONTACT
Carmel Street Department		Ray Gonzalez	Phone: (317) 577-3155 Fax: (317) 577-3161
SERVICE CODE AND DESCRIPTION			
1499 - OTHER LANDSCAPE MAINTENANCE			
PROPOSAL FOR			
2019 January-July Services			

SPECIFICS, DESCRIPTION, & INSTRUCTIONS					TOTAL
Mowing and Landscape Services- In Right of Way					\$ 800,000.00
					\$ -
					\$ -
					\$ -
					\$ -
Notes:				TOTAL:	\$ 800,000.00

Conditions: The above price is good for 30 days from date of proposal. Any additional trips to the site caused by the customer for reasons uncontrolled by Mainscape, Inc. will result in a \$65.00 'trip charge' per event. No warranty on transplanted material. All material is guaranteed to be as specified. Transplanted plant material is not covered under warranty. All work is to be completed in a workmanlike manner according to standard practices. All agreements are contingent upon strikes, accidents, or other delays beyond our control. The purchaser is to carry fire, tornado, and other necessary insurance. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net due upon receipt, subject to a 2% per month late charge on past due accounts with costs incurred in collection of this contract, including reasonable attorney's fees, to be paid by the purchaser.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. Mainscape or Purchaser may cancel this contract at any time upon giving a 30-day notice or upon customer default of payment terms.

Purchaser's Signature

Proposed By

Name Title Date

Name Title Date

Exhibit A
10/10

Carmel Street Department
Additional Turf Areas for Maintenance Beginning 2019

<u>LOCATION</u>	<u>TYPE</u>	<u>SQ FOOTAGE</u>	<u>ACREAGE</u>
3 rd Ave & City Center Dr	Turf	6,605	0.15
96 th St & Hazel Dell Pkwy	Turf	11,491	0.26
96 th St & Priority Way	Turf	14,064	0.32
106 th St & College Ave Medians	Turf	2,448	0.06
111 th St & Springmill Rd	Turf	4,817	0.11
Carmel Dr & Old Meridian	Turf	20,606	0.47
Lowe's Way Roundabout	Turf	17,596	0.40
Main St & Gray Rd	Turf	46,945	1.07
Rangeline Rd & City Center	Turf	10,195	0.23
Rangeline Rd- Carmel Dr to North of City Center	Turf	27,257	0.63
*Rangeline Rd- 136 th St to Circle Dr	Turf	14,336	0.33
River Rd	Turf	219,249	5.03
Springmill Rd- 116 th St to 106 th St	Turf	159,955	3.67
	Total Turf	555,564	12.76

*Not all islands are in at Rangeline N of 136th St

Exhibit A
 2 of 10

Carmel Street Department
Additional Landscape Areas for Maintenance Beginning 2019

<u>LOCATION</u>	<u>TYPE</u>	<u>SQ FOOTAGE</u>	<u>ACREAGE</u>
3 rd Ave & City Center Dr	Landscape	6,117	0.14
106 th St & College Ave Medians	Landscape	2,448	0.06
106 th St & Springmill Rd NE & NW Corners	Landscape	5,212	0.12
126 th St & Gray Rd	Landscape	1,009	0.02
College Ave & Pennsylvania Pkwy	Landscape	2,324	0.05
Rangeline Rd- Carmel Dr to North of City Center	Landscape	14,437	0.33
River Rd & Cherry Creek Blvd	Landscape	7,952	0.18
Springmill Rd- 116 St to 106 th St	Landscape	31,219	0.72
Springmill Rd- Mallard Ct to Jackson Grant	Landscape	607	0.01
	Total Landscape	71,325	1.64

Exhibit A
3 of 10

Carmel Street Department
Additional Turf Areas for Maintenance Beginning 2020

<u>LOCATION</u>	<u>TYPE</u>	<u>SQ FOOTAGE</u>	<u>ACREAGE</u>
805 Oswego Rd	Turf	6,188	0.14
2711 E 96 th St	Turf	31,182	0.72
12999 Pennsylvania St	Turf	363	0.01
3 rd Ave near Tarkington Garage Median	Turf	800	0.02
96 th St & 31 Eyebrow Median, 465 S exit to 31	Turf	20,011	0.46
96 th St & Ditch Rd- NW corner	Turf	7,540	0.17
96 th St & Keystone	Turf	36,952	
96 th St – E of Randall at Enterprise	Turf	3,304	0.08
96 th St. – From W of Church on Towne Rd to Elm Dr	Turf	38,880	0.89
96 th St – From Towne Rd to Ditch Rd	Turf	97,785	2.24
106 th & 31	Turf	32,188	0.74
106 th St & Crooked Stick Dr	Turf	5,430	0.12
106 th St & Holiday Dr- handrail	Turf	65' straight (spray)	0.01
106 th St & Jordan Rd- N side	Turf	3,189	0.07
106 th St & Lakeshore Dr W Ditch at Fire Station	Turf	3,420	0.08
106 th St & College Ave NE corner near car lot	Turf	618	0.01
111 th & 31 (over)	Turf	2,880	0.07
111 th & Echo Crest Dr W	Turf	5,971	0.14
116 th St- W of Gray- N side of guide wires	Turf	668	0.02

Exhibit A
 4 of 10

116 th St- W of Gray, S side at field	Turf	8,848	0.20
116 th St @ River Rd- the NW corner	Turf	1,355	0.03
116 th St- W of Ditch Rd	Turf	2,056	0.05
116 th and River Rd- Guardrail	Turf	830	0.02
116 th & Towne NW corner ROW	Turf	21,649	0.50
126 th St- E of Gray- N side	Turf	2,328	0.05
136 th St- E of Towne Rd (4 spots) Both sides of Abercorn St	Turf	8,533	0.20
136 th St- East of Keystone South Side	Turf	1,730	0.04
Ditch Rd – From 96 th St to just South of 106 th St	Turf	44,340	1.01
Guilford- N of City Center E side (sidewalk to curb)	Turf	1,974	0.05
Guilford- N of City Center W side (just check)	Turf	3,730	0.09
Guilford, S of Main St Roundabout	Turf	12,313	0.28
Illinois & 111 th St- SE corner	Turf	10,380	0.24
Main St- From Cool Creek W to Log Cabin- N side	Turf	2,640	0.06
Main St, btwn Cool Creek/ Red Oak handrail every other time	Turf	642	0.01
Main St & Gray Rd	Turf	6,616	0.15
Main St & Maplecrest	Turf	1,232	0.03
Main St & Pennsylvania- SW Corner	Turf	1,847	0.04
Main St & York Dr	Turf	1,082	0.02
Medical Dr @ Governor Sq Apts	Turf	11,388	0.26
Michigan Rd- 116 th St to 96 th St	Turf	20,784	0.48
Randall Dr – N of 96 th St	Turf	3,527	0.08
Rangeline Rd- N of 136 th St- medians	Turf	5,550	0.13

Exhibit A
5 of 10

Shelborne Rd – From South of 116 th St to North of 96 th St	Turf	126,285	2.89
Smokey Row Bridge- E of 1 st Ave NE	Turf	9,243	0.21
Smokey & Carey- Black handrail and guardrail	Turf	1,334	0.03
Smokey & Gray Rd.- S of culvert	Turf	200	0.01
Smokey- W of Gray Rd ditch N side	Turf	680	0.02
Springmill – 116 th - 106 th	Turf	122,736	2.82
Woody's- Building West of	Turf	1,570	0.04
Woody's- Two buildings North of	Turf	8,540	0.20

Total Additional Acres of Turf: 16.23

2/23/10 A
6 of 10

**Carmel Street Department
Additional Landscape Areas for Maintenance Beginning 2020**

<u>LOCATION</u>	<u>TYPE</u>	<u>SQ FOOTAGE</u>	<u>ACREAGE</u>
2 nd St SW- 3 rd AVE SW to Monon Blvd	Landscape	1,050	0.02
3 rd Ave SW & City Center Dr	Landscape	3,560	0.08
116th & Gray	Landscape	34,020	0.78
136th & Carey	Landscape	25,917	0.59
136th & Gray	Landscape	5,979	0.14
Elm St- 3 rd Ave SW to Veterans Way	Landscape	4,568	0.10
Elm & Rangeline	Landscape	120	0.01
Hawthorne & Carey	Landscape	9,602	0.22
Old Meridian & Pennsylvania	Landscape	659	0.02
Pennsylvania & Old Meridian	Landscape	659	0.02
Rangeline Rd- N of 136 th St- Medians	Landscape	1,768	0.04
Springmill Rd- S of 111 th on E side of road near fence to 106 th	Landscape	8,803	0.20
Springmill- 116 th – 106 th	Landscape	31,219	0.72

Total Additional Landscape Acres: 2.94 acres

Exhibit A
70910



MAINSCAPE

DATE
1/31/2019

PROPOSAL

SERVICE ADDRESS	BILLING ADDRESS	CONTACT INFORMATION	BRANCH ADDRESS
		Name: Dave Huffman Phone: Alt: EMAIL:	MAINSCAPE, INC. 13418 Britton Park Road Fishers, IN 46038
COMMUNITY NAME	WORK ORDER #	ACCOUNTABLE	BRANCH CONTACT
Carmel Street Department		Ray Gonzalez	Phone: (317) 577-3155 Fax: (317) 577-3161
SERVICE CODE AND DESCRIPTION			
1499 - OTHER LANDSCAPE MAINTENANCE			
PROPOSAL FOR			
2019 January-July			

SPECIFICS, DESCRIPTION, & INSTRUCTIONS	QUANTITY	UNIT PRICE	EXTENSION	TOTAL
Mowing and Landscape Services- Out of Right of Way				\$ 20,000.00
				\$ -
				\$ -
				\$ -
				\$ -
Notes:			TOTAL:	\$ 20,000.00

Conditions: The above price is good for 30 days from date of proposal. Any additional trips to the site caused by the customer for reasons uncontrolled by Mainscape, Inc. will result in a \$65.00 'trip charge' per event. No warranty on transplanted material. All material is guaranteed to be as specified. Transplanted plant material is not covered under warranty. All work is to be completed in a workmanlike manner according to standard practices. All agreements are contingent upon strikes, accidents, or other delays beyond our control. The purchaser is to carry fire, tornado, and other necessary insurance. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net due upon receipt, subject to a 2% per month late charge on past due accounts with costs incurred in collection of this contract, including reasonable attorney's fees, to be paid by the purchaser.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. Mainscape or Purchaser may cancel this contract at any time upon giving a 30-day notice or upon customer default of payment terms.

Purchaser's Signature

Proposed By

Name Title Date

Name Title Date

Exhibit A
8 of 10



E: 43075

LANDSCAPE MAINTENANCE SERVICES

GONZALEZ, RAY

2020 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

CUSTOMER

CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

	Price	Qty	Subtotal	Tax	Total
LAWN CUTTING AND EDGING					
MOWING -- WEEKLY	21,690.00	26.00	563,940.00	0.00	563,940.00
MOWING -- WEEKLY	2,475.00	28.00	69,300.00	0.00	69,300.00
SMALL TREE/SHRUB CARE					
T/S INSECT & MITE CONTROL #1	3,300.00	1.00	3,300.00	0.00	3,300.00
T/S INSECT & MITE CONTROL #2	3,300.00	1.00	3,300.00	0.00	3,300.00
PRE-EMERGENT BED WEED CONTROL	5,500.00	2.00	11,000.00	0.00	11,000.00
ORNAMENTAL SHRUB PRUNING					
SHRUB PRUNING - LATE SPRING	33,000.00	1.00	33,000.00	0.00	33,000.00
SHRUB PRUNING - EARLY FALL	22,000.00	1.00	22,000.00	0.00	22,000.00
SHRUB PRUNING - MISC <i>Additional ground cover pruning. May, July, August, September</i>	4,400.00	4.00	17,600.00	0.00	17,600.00
BED CARE					
MULCH INSTALLATION -- HARDWOOD	220,000.00	1.00	220,000.00	0.00	220,000.00
MULCH BED CUT-OUT -- EXISTING	55,000.00	1.00	55,000.00	0.00	55,000.00
MULCH BED WEED CONTROL	10,500.00	24.00	252,000.00	0.00	252,000.00
FLORAL PROGRAM					
PERENNIAL CARE - EARLY SPRING	33,000.00	1.00	33,000.00	0.00	33,000.00
PERENNIAL CARE - LATE SUMMER	11,000.00	1.00	11,000.00	0.00	11,000.00
PERENNIAL CARE - LATE FALL	33,000.00	1.00	33,000.00	0.00	33,000.00
OTHER SERVICES					
PROPERTY DETAILING <i>Weekly policing for trash etc. in January, February, and December</i>	8,000.00	3.00	24,000.00	0.00	24,000.00

Please refer to last page for service specifications.

Total Sales	1,351,440.00
Tax Amount	0.00
Contract Amount	\$ 1,351,440.00

Exhibit A
9 of 10



E: 43075

LANDSCAPE MAINTENANCE SERVICES

GONZALEZ, RAY

2020 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

CUSTOMER

CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

8 payments of \$168,930.00

Conditions: All material is assured to be as specified. All work is to be completed in a professional manner according to standard practices. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure. Purchaser agrees not to employ any Mainscape employees for the duration of this agreement and for a period of twelve (12) months after agreement expiration, unless otherwise specified in writing by Mainscape. Purchaser is to carry all risk property coverage. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net 30 days. Any costs incurred in collection of this agreement, including reasonable attorney's fees, will be paid by the Customer.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. This agreement is valid 12 months from 1/1/2020 5:00:00 AM unless otherwise specified. And will thereafter renew annually unless a written notification is sent by either party to the other 30-days prior to the aforementioned expiration date. If Purchaser cancels this agreement at any time other than the aforementioned date, Purchaser agrees to pay the balance due for the work completed. Mainscape or Purchaser may cancel this agreement at any time by giving a 60 day notice, or Mainscape may cancel immediately if Purchaser defaults on agreed upon payment terms.

Purchaser's
Signature _____ Title _____ Date _____

Printed Name _____ As Agent For: _____

Contractor's
Signature _____ Title _____ Date _____

Printed Name _____ Company _____

Note: Proposal may be withdrawn if not accepted within 45 days of _____ Signed _____

Please check the following information and make any necessary corrections. Thank You!

Service Location
CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

Billing Address
CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

Exhibit A
10 of 10

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Tim Miller, 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 Microscope, Inc (the "Employer") in the position of Director of HR.
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 12th day of February, 2020.

[Signature]
Printed: Tim Miller

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

[Signature] 2/12/2020
JENNIFER DENNEY
Notary Public - Seal
Marion County - State of Indiana
Commission Number 710166
My Commission Expires Feb 26, 2028

[Signature]
Printed: Tim Miller

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103637

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
1/2/2020			00351837	
MAINSCAPE LANDSCAPING		Street Department		
VENDOR 13418 BRITTON PARK ROAD		SHIP TO 3400 W. 131st Street Carmel, IN 46074-		
FISHERS,, IN 46038 -		(317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43097				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-504.00

1 Each	Mowing / Landscaping	1,238,440.00	\$1,238,440.00
		Sub Total	\$1,238,440.00



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
				\$1,238,440.00

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 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
Director

James Crider

James Crider
Administration

TITLE

CONTROL NO. 103637

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103540

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/13/2019			00351837	
MAINSCAPE LANDSCAPING VENDOR 13418 BRITTON PARK ROAD FISHERS,, IN 46038 -		Street Department SHIP TO 3400 W. 131st Street Carmel, IN 46074- (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42726				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1206 Fund: 101 General Fund

Account: 43-509.00

1 Each	Mowing / Landscaping	\$10,000.00	\$10,000.00
		Sub Total	\$10,000.00



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
				\$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 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

Daniel Huffman

Dave Huffman
Director

James Crider

James Crider
Administration

CONTROL NO. 103540

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103354

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
12/4/2019			00351837	
MAINSCAPE LANDSCAPING VENDOR 13418 BRITTON PARK ROAD FISHERS,, IN 46038 -		Street Department SHIP TO 3400 W. 131st Street Carmel, IN 46074- (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42163				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each	Mowing / Landscaping	\$220,679.00	\$220,679.00
		Sub Total	\$220,679.00



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
				\$220,679.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.D.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
 TITLE Director

James Crider
 Administration

CONTROL NO. 103354

City of Carmel Projects 16-ENG-55, 16-ENG-97, and 16-ENG-109

Main Street and Gray Road, Main St Multi-Use Pathway, Carey Rd and Main St Pathway extension



CHANGE ORDER #9

For 16-ENG-55, this change order compensates the contractor for work on the Gray Rd approach into Christ Church to correct severe drainage issues.

Contract Price prior to this Change Order	\$3,942,355.26
Contract Price will be increased by this Change Order	\$52,433.48
New Contract Price including this Change Order	\$3,994,788.74

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$3,572,000.00		N/A
CO1	\$84,909.57	\$3,656,909.57	2.37%
CO2	\$27,842.49	\$3,684,752.06	3.13%
CO3	<\$1,830.60>	\$3,682,921.46	3.11%
CO4	\$6,636.65	\$3,689,558.11	3.30%
CO5	\$159,546.80	\$3,849,104.91	7.77%
CO6	\$44,722.70	\$3,893,827.61	8.26%
CO7	\$21,950.15	\$3,915,777.76	9.62%
CO8	\$26,577.50	\$3,942,355.26	10.37%
CO9	\$52,433.48	\$3,994,788.74	11.84%

CITY OF CARMEL

TO: White Construction, Inc.
 3900 East White Avenue.
 Clinton, IN 47842

CONTRACT CHANGE ORDER NO.: 9
 DATE: January 31, 2020
 PROJECT NAME: Main St and Gray Road Roundabout
Carey Rd and Main St. Pathway Extension
Gray Rd Multi Use Path
 CITY P.O. NO.: 100708
 CITY P.O. DATE: November 22, 2018

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

For Project # 16-ENG-55, Main St and Gray Rd Roundabout

This change order summarizes work done on Gray Rd for the drive approach into Christ Church. After construction was complete on the base project at Main St and Gray Rd, the entrance to the church had serious drainage issues that affected the driveway and trail crossing. At the Direction of the City of Carmel, the approach drainage issues were to be resolved. The drive approach and surrounding area were re designed to arrive at a solution. This resolution included the addition of 12" pipe, a C-4 manhole, J-10 inlet with casting, removal and replacement of curb and gutter, and reconstruction of the drive approach with HMA. Included in this change order is work on the eastbound left turn lane into Carmel Lutheran Church. HMA wedge and level with HMA surface was placed to take out a dip in the road. Additionally, the last 115' of the trail north of the drive approach was completed. It was delayed due to R/W acquisition and delays by AT&T in lowering their service and adjusting their manhole to finish trail grade. See Attachment A.

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
-------------	---------------	---

SEE ATTACHMENT 'A'

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.: N/A

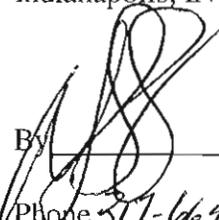
The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order	<u>\$3,942,355.26</u>
Contract Sum will be increased /decreased by this Change Order	<u>\$52,433.48</u>
New Contract Sum including this Change Order	<u>\$3,994,788.74</u>
Contract Time Prior to this Change Order	<u>5/15/2018</u> Substantial Completion Date ____ Days
	<u>5/30/2018</u> Final Completion Date ____ Days
Net increased/decreased resulting from this Change Order	0 Days
Current Contract Time including this Change Order	<u>5/15/2018</u> Substantial Completion Date ____ Days
	<u>5/30/2018</u> Final Completion Date ____ Days

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

The Above Changes Are Recommended:

DLZ Indiana, LLC,
Engineer
157 E. Maryland St.
Indianapolis, IN 46204

By  _____

Phone 317-664-1582

Date 31-Jan-2020

The Above Changes Are Accepted:

White Construction
Company, Inc
3900 East White Avenue
Clinton, IN 47842

By  _____

Phone 317-508-1553

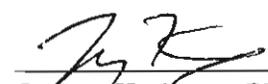
Date 2/3/2020

Approved:

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member



Jeremy Kashman, PE,
City Engineer

ATTEST:

SUE WOLFGANG, CITY CLERK
TREASURER

Date: _____

PROJECT NO: 16-ENG-55, 16-ENG-97, 16-ENG-109

CONTRACTOR: While Construction Co.

INSPECTION CONSULTANT: DLZ Indiana

BID AMOUNT: \$3,572,000.00

BID DATE: 09/01/17

CONTRACT CHANGE ORDER NUMBER	FORESEEN OR UNFORESEEN	TOTAL FORESEEN AMOUNT	TOTAL UNFORESEEN AMOUNT	RUNNING TOTAL OF CHANGE ORDERS	DESCRIPTION OF CHANGE ORDER	DATE BOARD APPROVED	NEW CONTRACT AMOUNT	% OF CHANGE ORDER FORESEEN	% OF CHANGE ORDER UNFORESEEN
1	FORESEEN	\$84,909.57		\$84,909.57	Owner directed changes for 16-ENG-55 for Modular Block Wall		\$3,666,909.57	2.37%	
2	FORESEEN	\$27,842.49		\$112,752.06	Sunday Paving Premium		\$3,694,752.06	3.16%	
3	FORESEEN	<\$1,830.60>		\$110,921.46	HMA Final		\$3,692,921.46	3.11%	
4	UNFORESEEN		\$6,636.65	\$117,558.11	Quantities/Adjustments		\$3,689,558.11		0.19%
5	FORESEEN	\$159,546.80		\$277,104.91	Sanitary Manhole Reline		\$3,849,104.91	7.58%	
6	BOTH	\$13,414.89	\$31,307.81	\$321,827.61	Christ Church Wall		\$3,893,827.61	7.29%	1.06%
7	FORESEEN	\$21,950.15		\$343,777.76	Various T&M Work		\$3,915,777.76	8.85%	1.06%
8	FORESEEN	\$28,577.50		\$370,355.26	Beech St/Carey Rd		\$3,942,355.26	9.31%	1.06%
9	FORESEEN	\$52,433.48		422,788.74	HMA Final Quantities/Adjustments Christ Church Drive Approach		\$3,994,788.74	10.78%	1.06%
				\$384,844.28			\$3,994,788.74	10.78%	1.06%
				\$37,944.46					
				\$422,788.74					

Original Bid Amount	\$3,572,000.00
Total Change Order(s) Amount	\$422,788.74
Total Foreseen Change Orders	\$384,844.28
Total Unforeseen Change Orders	\$37,944.46
Total % Change Orders vs. Bid Amt	11.84



16105 River Road, Noblesville, Indiana 46062
 Phone: (317) 776-8925
 Fax: (317) 776-8921

Midwest Paving Project No. / Name:
 Midwest Paving Change Order No:
 Date Work Completed:
 Description of Work:

170075 - Carmel Main St. & Gray Rd. Roundabout

Mill & surface of road areas, approach and path paving as shown on exhibit by White Construction 8/26/2019 e-mail

ABOR (Rates are valid from 4/1/2019-3/31/2020)

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Fringe	Extension
aborer	4	\$ 24.27	8	\$ 36.41	4	\$ 48.54		\$ 15.86	\$ 2,120.40
operator	3	\$ 36.05	8	\$ 54.08	4	\$ 72.10		\$ 18.71	\$ 2,187.60
foreman	1	\$ 37.05	8	\$ 55.58	4	\$ 74.10		\$ 18.71	\$ 743.20

EQUIPMENT - (Operator not included)

Description	Qty Ea	Hourly Rate	Hours	Extension
Ton Skid Steer (Cat 262)	1	\$55.39	6	\$ 332.34
Roller Head (Cat PC205)	1	\$31.96	6	\$ 191.76
Ton Roller (Hamm HD14VV)	1	\$68.17	6	\$ 409.02
10 Ton Roller (Hamm HD+90VV)	1	\$110.78	6	\$ 664.68
10-Foot Paver (Vogele 2219T)		\$266.27		\$ -
10-Foot Paver	1	\$213.01	6	\$ 1,278.06
10-Foot Paver		\$170.41		\$ -
10-Footer (SP-8 Midland)		\$129.94		\$ -
Transfer Mach. (Weiler E1250A)		\$545.94		\$ -
1" Mill	1	\$472.16	6	\$ 2,832.96
0' Grader (Flatalls FG65C)		\$69.98		\$ -
2' Grader (Cat 140)		\$125.99		\$ -
Water (260 gal.)		\$60.67		\$ -
Dump Truck	1	\$30.19	12	\$ 362.28
Utility Trailer		\$14.92		\$ -
Tractor	1	\$202.43	12	\$ 2,429.16
Service Truck	1	\$37.26	12	\$ 447.12
Distributor	1	\$71.19	6	\$ 427.14
Room	1	\$66.04	6	\$ 396.24
Open Van/Canex Box		\$32.90		\$ -
4x4 Backhoe (Cat 420E)		\$70.30		\$ -
Excavator Hoe Pack		\$38.35		\$ -
6" Sgl. Drum Smooth Roller (Cat CP44)		\$84.54		\$ -
0 M-Ton Excavator (Cat 320)		\$136.70		\$ -
5 M-Ton Excavator (Cat 325)		\$170.41		\$ -
9 M-Ton Excavator (Cat 329)		\$189.59		\$ -
10 M-Ton Excavator (Cat 330)		\$200.23		\$ -
8 M-Ton Excavator (Cat 336)		\$215.15		\$ -
5 M-Ton Excavator (Cat 345)		\$284.62		\$ -
9 M-Ton Excavator (Cat 349)		\$317.38		\$ -
5 M-Ton Excavator (Cat 385)		\$560.22		\$ -
Loader (Cat 930K)		\$106.51		\$ -
1,000 lb. Dozer (Cat D5K)		\$95.86		\$ -
2,000 lb. Dozer (Cat D6N)		\$160.45		\$ -
1 CY Scraper (Cat SC613)		\$191.71		\$ -
7 CY Scraper (Cat SC615)		\$255.62		\$ -
85 HP Tractor & Disk		\$157.63		\$ -
50 HP Tractor & 17 CY Scraper		\$192.79		\$ -
5-Ton Off Road Truck		\$246.02		\$ -
10-Ton Off Road Truck		\$274.79		\$ -
5-Ton Off Road Truck		\$316.88		\$ -
10-Ton Off Road Truck		\$340.82		\$ -

Subcontractors

Description	Qty Ea	Hourly Rate	Hours	Extension
Rolling	2	\$ 1015.00	10	\$ 2,030.00
Mill (Daily Rate)		\$ 7,400.00		\$ -
Mill (Daily Rate)		\$ 4,950.00		\$ -
				\$ -
				\$ -
				\$ -

MATERIALS

Materials Used (Units)	Qty Ea	Rate	Extension
Intermediate 19 mm (Ton)	27.5	\$ 47.00	\$ 1,292.50
Surface 9.5 mm (Ton)	34.23	\$ 52.50	\$ 1,797.08
Tack (gal.)	27	\$ 2.25	\$ 60.75
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Small Tools	Qty. Ea.	Hours Used	Hourly Rate	Extension
Chainsaw			\$ 3.52	\$ -
Chopsaw			\$ 3.52	\$ -
Leaf Blower			\$ 1.21	\$ -
Plate Compactor			\$ 20.46	\$ -
Auto Level			\$ 4.30	\$ -
Pipe Laser			\$ 6.67	\$ -
5 KW Gen.			\$ 5.23	\$ -
Trench Box			\$ 15.18	\$ -
Manhole Box			\$ 14.18	\$ -
2" Gas Pump			\$ 4.56	\$ -
3" Pump-No Gen. 24 hr.			\$ 5.53	\$ -
3" Pump (Daily)			\$ 108.00	\$ -
4" Pump-No Gen. 24 hr.			\$ 10.57	\$ -
4" Pump (Daily)			\$ 130.00	\$ -
6" Pump-No Gen. 24 hr.			\$ 12.29	\$ -
6" Pump (Daily)			\$ 360.00	\$ -
20 KW Gen. 24 hr.			\$ 12.89	\$ -
40 KW Gen. 24 hr.			\$ 22.55	\$ -
56 KW Gen. 24 hr.			\$ 28.05	\$ -
100 KW Gen. 24 hr.			\$ 39.73	\$ -
150 KW Gen. 24 hr.			\$ 56.16	\$ -
200 KW Gen. 24 hr.			\$ 68.17	\$ -
12" Chipper			\$ 77.07	\$ -
Walk Saw (Daily)			\$ 415.00	\$ -
P. Washer (Daily)			\$ 335.00	\$ -

Billing Summary

Labor			5,051.20
	20%		1,010.24
FICA, W.C, JTA	20%		1,010.24
Equipment & Small Tools			3,770.70
	12%		1,172.48
Material			3,150.31
	1.2%		37.80
Subcontractor			2,120.00
	Up to 3K:	10%	212.00
	After 3K:	7%	-
Bond		3.0%	-
TOTAL			\$ 23,875.44

+ 15% WHITE MARKUP, 3581.13 = 27,456.57

MUN-US PATH FROM
PROJECT NO. 16-ENG-55

100+00
101+00
102+00
103+00

CHRIST COMMUNITY CHURCH (PCL), INC.

BOUNSAKHONE
THAYADABOUTH
LOT 21

MANHOLE #4
RIM ELEV. CONTRACTOR TO
VERIFY NEW CASTING
ELEVATION: 86.83 (inlet); 796.92
(outlet); 86.83 (inlet); 796.92
(outlet)

END PAVING EXCEPTION
P.O.B. 99+99.80 PR-TR-3
O.P.O.T. 82+55.20 A, 48.24' LT.

P.C. 101+04.51 PR-TR-3
P.I. 100+93.43 PR-TR-3
+88.1, 6.4' RT. STR. NO. 123
53' LT. OF 12" PIPE AND 2'
PIPE END SECTIONS RECD.

Beehive Inlet E7 and T of
15" Pipe
RIM: 800.27
INV: 796.10 (Upstream)
INV: 798.07 (Downstream)
Connect with existing
Manhole to East

+88.10' LT. STR. NO. 120A
INLET E7
I.O.C. = 802.87
6' LT. OF 12" PIPE (E) AND
6' LT. OF 12" PIPE (W) RECD.

Beehive Inlet E7
Rim Elevation: 800.79
Inv. 787.00 (inlet); 798.00
11' LT. OF 12" PIPE RECD
19559 1078 723469 0009

Manhole J10
Rim Elevation: 800.60
Inv. 796.10
17' LT. OF 12" PIPE RECD
19560 7979 725905 3668

P.C. 100+51.05 PR-TR-3
+42.142' RT. STR. NO. 119
EXISTING BEHIVE INLET
ADJUST TO GRADE

P.I. 101+23.76 PR-TR-3
O.P.O.T. 83+75.64 A, 28.28' LT.

CURVE DATA
P.I. = 100+72.53 PR-TR-3
DELTA = 25° 07' 37" RT
R = 105.00'
T = 21.48'
L = 42.38'
E = 2.18'
SC = N/A

CURVE DATA
P.I. = 101+23.76 PR-TR-3
DELTA = 22° 53' 38" LT
R = 95.00'
T = 19.24'
L = 37.97'
E = 1.93'
SC = N/A

+80.6, 2.4' RT. STR. NO. 120
EXISTING BEHIVE INLET
O.P. INLET

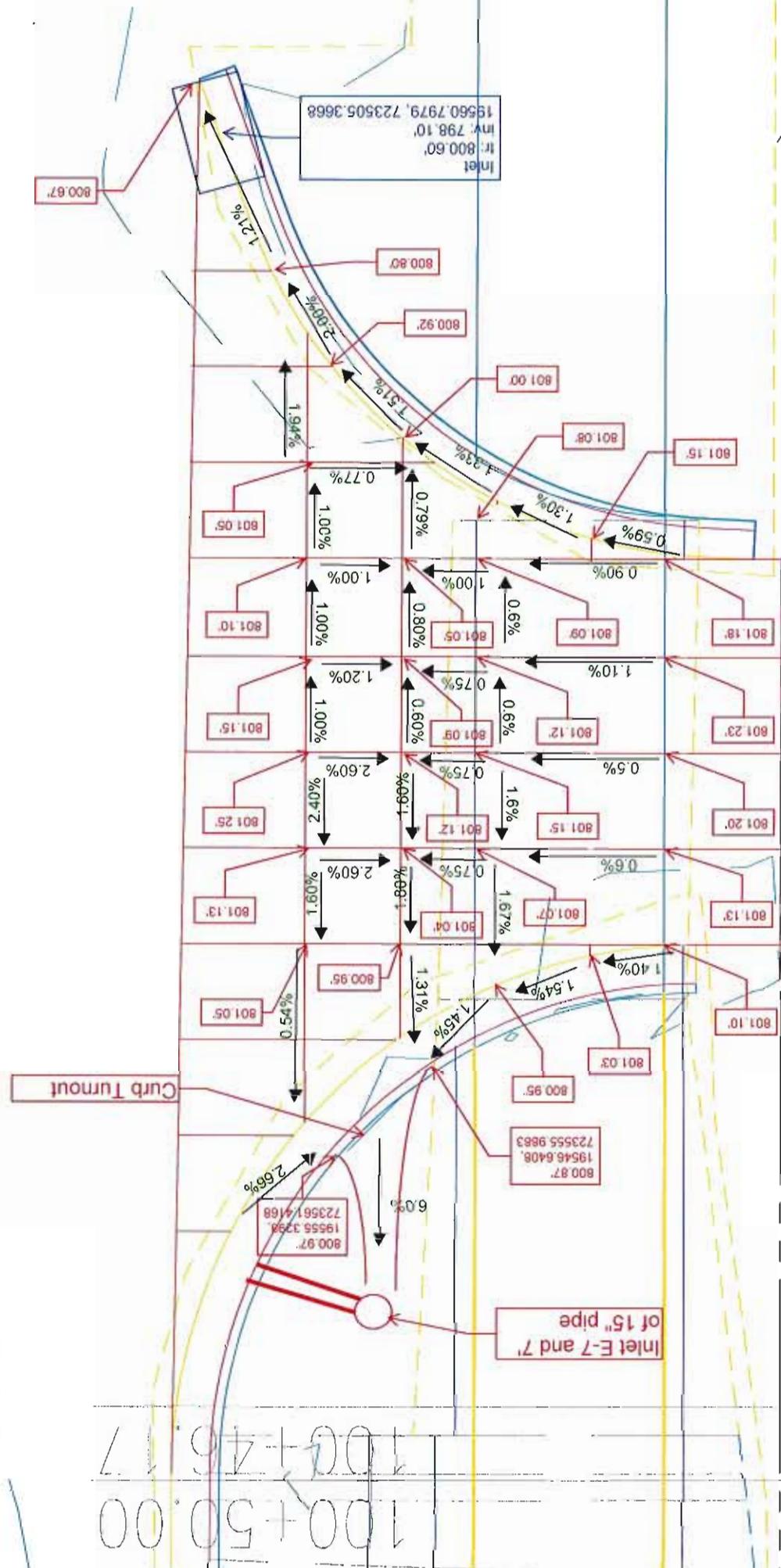
CP1143

815	ASI TBM #32 CUT X ON SOUTHEAST BOLT OF LIGHT POLE LOCATED 12' ± NORTH OF & CHRIST COMMUNITY CHURCH ENTRANCE AND 56' ± WEST OF & GRAY ROAD. STA. 82+81.20 LINE A, 51.62' LT. ELEV. = 801.58	P.V.I. @ 100+25.01 ELEV. = 800.89 NO V.C.	P.V.I. @ 100+85.00 ELEV. = 805.03 V.C. = 60'	P.V.I. @ 101+65.00 ELEV. = 803.90 V.C. = 60'
810				
805				
800				

MANHOLE ELEVATION

STR. NO. 123
INV. 12' N = 892.51

PROPOSED GRADE
EXISTING GROUND



Inlet
 In: 800.60
 Inv: 798.10'
 19560.7979, 723505.3668

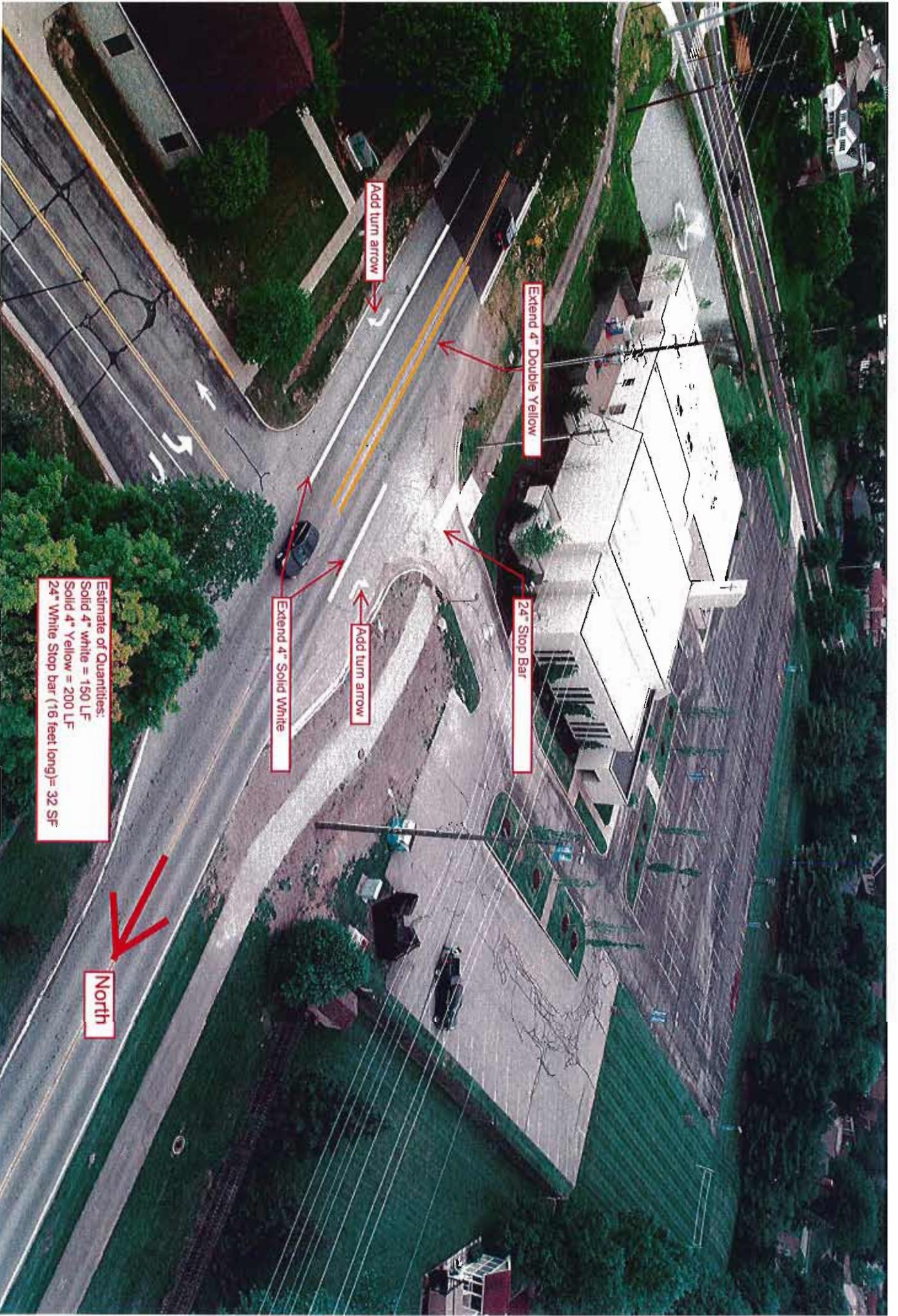
Inlet E-7 and 7'
 of 15" pipe

800.87
 19546.6408,
 723555.9863

800.97
 19555.3398,
 723561.4168

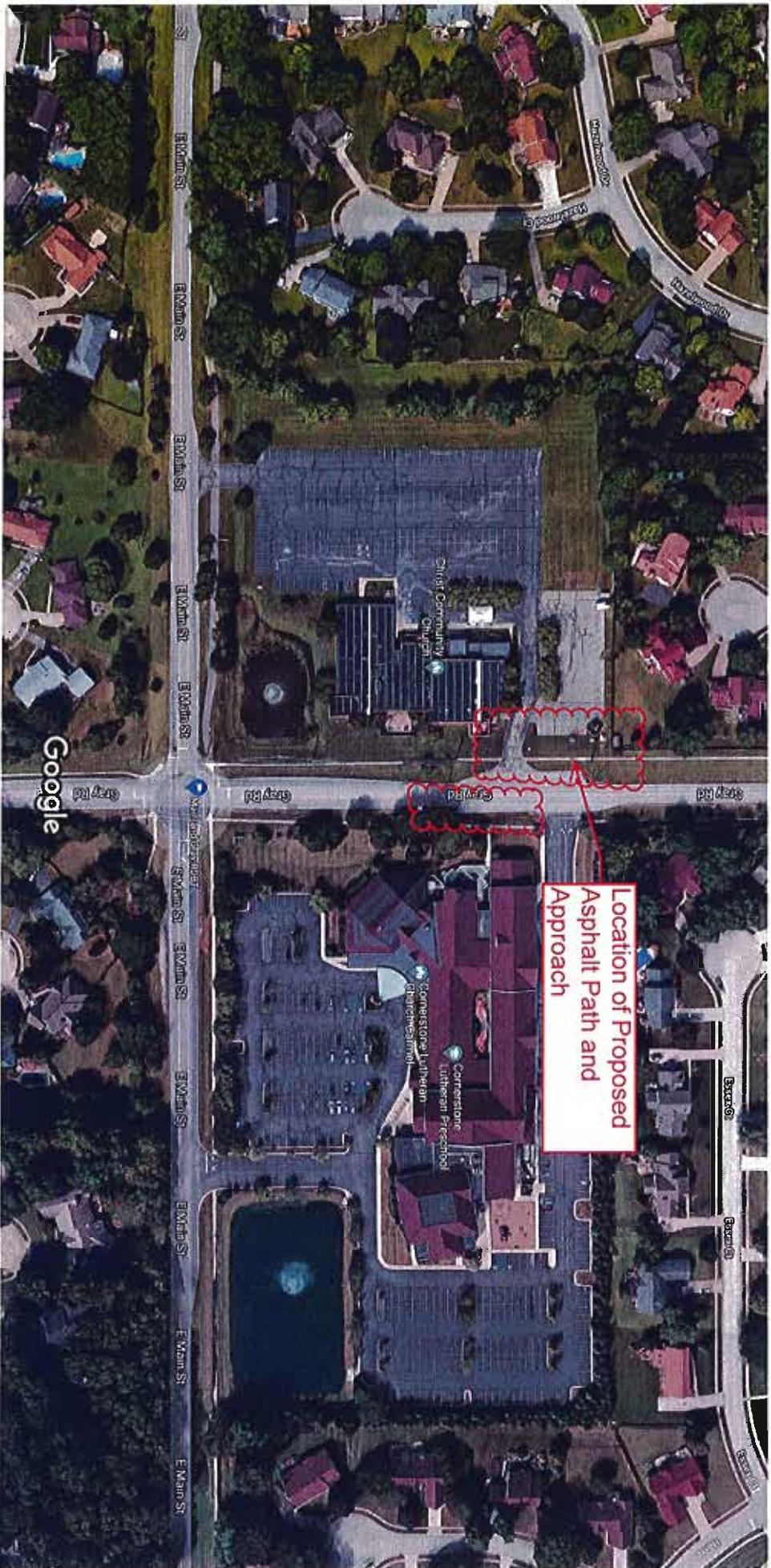
Curb Turnout

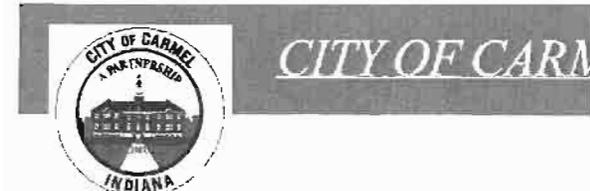
100+50.00
 100+46.17



Estimate of Quantities:
Solid 4" white = 150 LF
Solid 4" Yellow = 200 LF
24" White Stop bar (16 feet long) = 32 SF

North





CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 2/12
BPW 2/19

CRED Purcell OK 2-5-20
CFD Sutton OK 2-5-20
CPD Keith CPD 2-3-20 OK
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Barry Miller

Email: barry.miller@gannyboybeerworks.com

Phone Number: 3176698080

Cell Number: 317-694-3931

Address: Street Address
12525 Old Meridian Suite 150
Address Line 2

City: Carmel State / Province / Region: IN

Postal / Zip Code: 46032 Country: US

Name/Organization: The Brockway Public House

Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: St Patty's Day Celebration Continuation

Event Date: 3/16/2020 End Date: 3/17/2020

Number of People Expected: 600

Set-Up Start time: 03:00:00 PM

Tear Down End Time: 08:00:00 AM

Event Start time:
03:00:00 PM

Event end time:
11:00 00 AM

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.

A continuation of our St Patty's Day event will be held on March 17th with a tent outside the Brockway Pub. The tent will already be up for the weekend activities but we needed to extend the festivities to Tuesday.

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 CARVEL 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

3

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 Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood: Cranston Avenue from Old Meridian to Providence parking lot.
 Name/Streets to be closed: Include addresses as appropriate

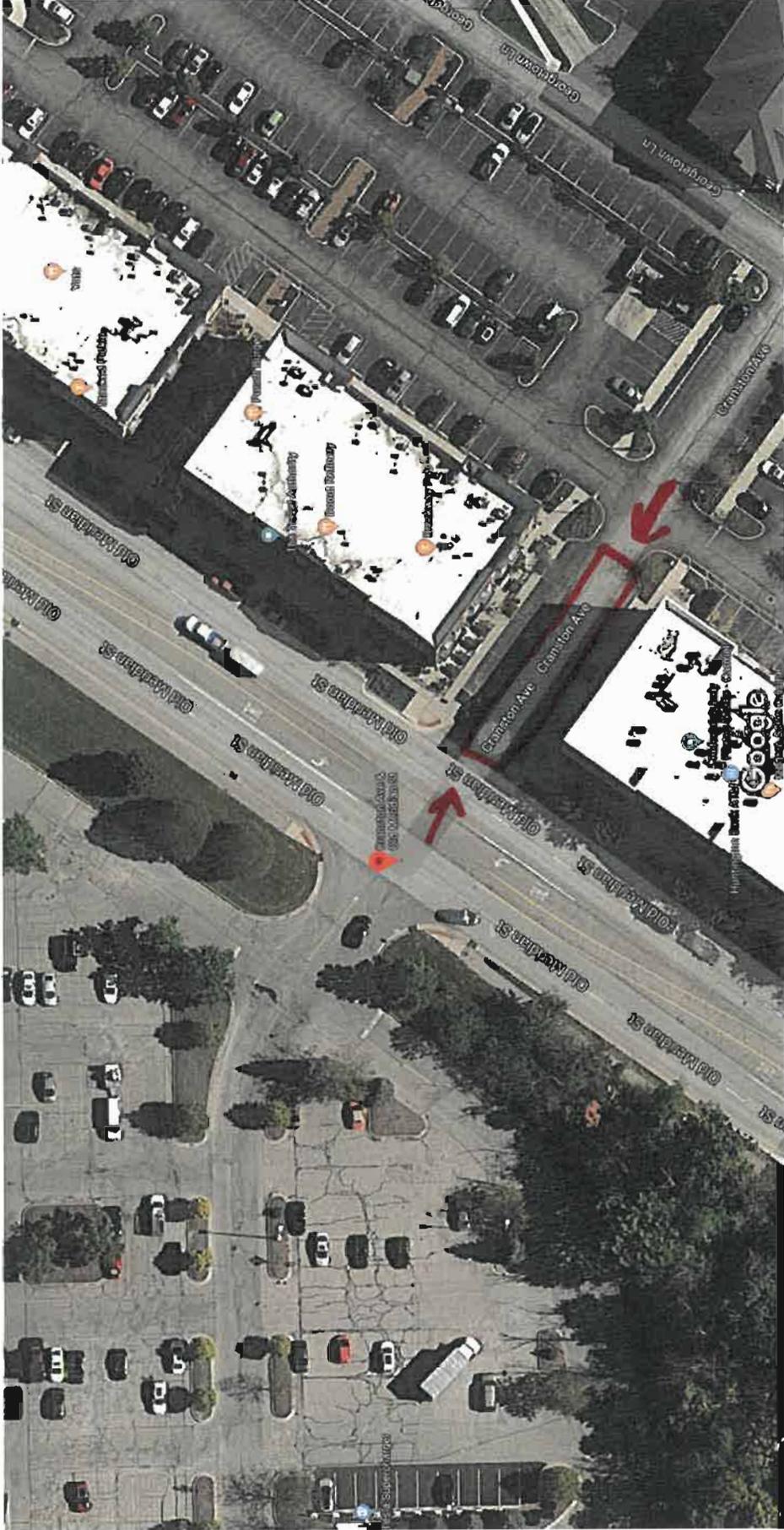
UPLOAD MAP: An easy to read, color map of the area is required with submission.

- 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: Cranston Street closed from Old Meridian and Providence apartment parking lot.

Google Maps Cranston Ave & Old Meridian St



Imagery ©2020 IndianaMap Framework Data, Maxar Technologies, Map data ©2020 20 ft

JACOB 2/12
BPW 2/19



CITY OF CA

REVIEWED VIA EMAIL

CRED OK Purcell 2-11-20
CFD OK Sutton 2-5-20
CPD OK Keith 2-5-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Ron Carter

Email rcarter2@indy.rr.com

Phone Number:

Cell Number 317-710-0162

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Name/Organization: Carmel Farmers Market

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: Carmel Farmers Market

Event Date

5/2/2020

End Date

9/26/2020

Number of People Expected:

Set-Up Start Time 06:00:00 AM

Tear Down End Time 01:00:00 PM

Event Start time:

08:00:00 AM

Event end time:

11:30:00 AM

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
Carmol Farmers Market operations.

NOTE: June 13, 2020 is a special event day with an outdoor cooking event sponsored by O'Malia's Fireplace and Outdoor Living. MARKET HOURS: 8 am to 6 pm.

SEE ATTACHED PAGES FOR ADDITIONAL INFORMATION
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 Veteran's sidewalk public expression

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).

Vendor tents-various sizes

Size of Tent (s)

Bounce House

N/A

Other

Vendors set up tents

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

<p>Neighborhood Name/Streets to be closed</p>	<p>Requesting control of parking spaces on east side of 3rd Ave SW north of the exit drive from the James building parking garage to the entrance of the circular plaza drive servicing the west lobby of the Palladium. This is for the purpose of temporarily designating these parking spaces as needed for vendor unloading/loading, handicapped access, short-term parking for vendors Include addresses as appropriate</p>
---	--

UPLOAD MAP An easy to read, color map of the area is required with submission.



Request to Use City Property

February 5, 2020

The Board of Directors of the Carmel Farmers Market, an Indiana non-profit corporation, respectfully requests from the Carmel Board of Public Works and Safety the following:

Exclusive use, for the purpose of conducting the Carmel Farmers Market (Market), of Carter Green, the adjacent drives, and the adjacent sidewalks, along with non-exclusive use of both the James Building and Veterans Way parking structures, along with the lobby and rest room facilities in the James Building, from 6 AM until 1:00 PM each and every Saturday from May 2, 2020 through September 26, 2020; except for the following dates:

Saturday, June 13, 2020, when the hours of use are requested to be extended to 6:00 PM. The additional hours for that day are requested in order to stage a day long outdoor cooking event in conjunction with one of the Market Gold Sponsors, O'Malia's Fireplace and Outdoor Living.

and

Saturday, July 4, 2020, when the Market will not be held due to CarmelFest.

In addition, the Market requests to use and/or control of the following spaces:

- A 20' by 20' area on the south lawn of the Veteran's Memorial, adjacent to the center walkway and the east sidewalk, to be designated as a public expression space.

- Control of the parking spaces on the east side of SW 3rd Av. north of the exit drive from the James Building Parking Garage to the entrance of the circular plaza drive servicing the West Lobby of the Palladium. This is for the purpose of temporarily designating these parking spaces, as the need arises, as handicapped, parcel loading and unloading, vendor and short-term parking for the Farmers Market or vendor spaces.

Submitted for the Board by Ronald E. Carter, President, Carmel Farmers Market, 317-710-0162.



Chambers Request

INFORMATION

FACILITY REQUEST FORM City Hall Caucus Room or Council Chambers

GENERAL INFORMATION

Name: Angel Dean

Organization: FC Tucker Company

Phone Number: 3177520355

Cell Number: same

Email: angeldean@talktolucker.com

Address: Street Address
350 Veterans Way, Suite 100
Address Line 2
City: Carmel State / Province / Region: Indiana
Postal / Zip Code: 46032 Country: United States

Organization Type: For-Profit Organization

Event/Use Purpose: Fair Housing Training for Real Estate agents from multiple FC Tucker Offices

→ Event Date: 5/12/2020 End Date: 5/12/2020

Number of People Expected: 75

Set Up Start time: 08:30:00 AM

Tear Down End Time: 11:30:00 AM

Event Start time: 09:00:00 AM Event end time: 11:00:00 AM

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

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?
2 tables for coffee & docuts
 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.

FC Tucker Company
Name of Organization/Applicant

*

Angel Dean

Signature of Authorized Agent/Applicant

Angel Dean, Managing Broker
Printed Name and Title (if applicable)

350 Veterans Way, Suite 100
Address of Organization/Applicant

2/5/2020
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST



JACOB 2/12
BPW 2/19

REVIEWED VIA EMAIL

CRED Parcell OK 2-11-20
CFD Sutton OK 2-5-20
CPD Keith OK 2-4-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Amy Long
Email: carmelfork.alehouse@gmail.com
Phone Number: 3177967194
Cell Number: 317-796-7194

Address: Street Address
350 Veterans Way Suite 150
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46032 Country: USA

Name/Organization: Fork + Ale House

Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: We own Fork + Ale House and we would like to use the stage adjacent to our patio for a band for our 1st Anniversary celebration to play back to our patio and inside.

Event Date: ~~4/25/2020~~ 5-2-2020 End Date: ~~4/25/2020~~ 5-2-2020

Number of People Expected: 200

Set-Up Start time: 07:00:00 PM

Tear Down End Time: 01:00:00 AM

Event Start time:
08:00:00 PM

Event end time:
11:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event.

We are planning a 1st Anniversary celebration for Fork + Ale House. We have reached out to a few local artists/bands and would like to utilize the stage for them to play back to our patio and inside.

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 Just will to

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

SECURITY DEPOSIT AND FEE:





CITY OF CARMEL

REVIEWED VIA EMAIL

CRED Purcell OK 2-11-20
CFD Sutton OK 2-5-20
CPD Keith OK 2-4-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Jeff Hines

Email: Jeff.hines@gexpro.com

Phone Number: 3173199013

Cell Number: 3173199013

Address: Street Address
13919 Fernleaf Way
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46033 Country: US

Name/Organization: Carmel 5K for Haiti

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: The Carmel 5K for Haiti is an annual walk/run that raises money for St. Elizabeth Seton's Haiti Ministry

Event Date: 8/1/2020 End Date: 8/1/2020

Number of People Expected: 400

Set-Up Start time: 04:00:00 AM

Tear Down End Time: 12:00:00 PM

Event Start time:
08:00:00 AM

Event end time:
11:00:00 AM

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
The Carmel 5K for Haiti is an annual walk/run that raises money for St. Elizabeth Seton's Haiti Ministry. We typically have between 200-300 runners/walkers that participate. The course begins and ends at St. Elizabeth Seton and winds through the Woodlands and Woodland Springs neighborhoods. Post race snacks and beverages are served to finishers. Once the official race has concluded, there is a brief awards ceremony followed by a Kid's Fun Run that takes place in the St Elizabeth Seton parking lot.
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

No streets are to be closed

Race participants are instructed to yield to all traffic they encounter.

Include addresses as appropriate

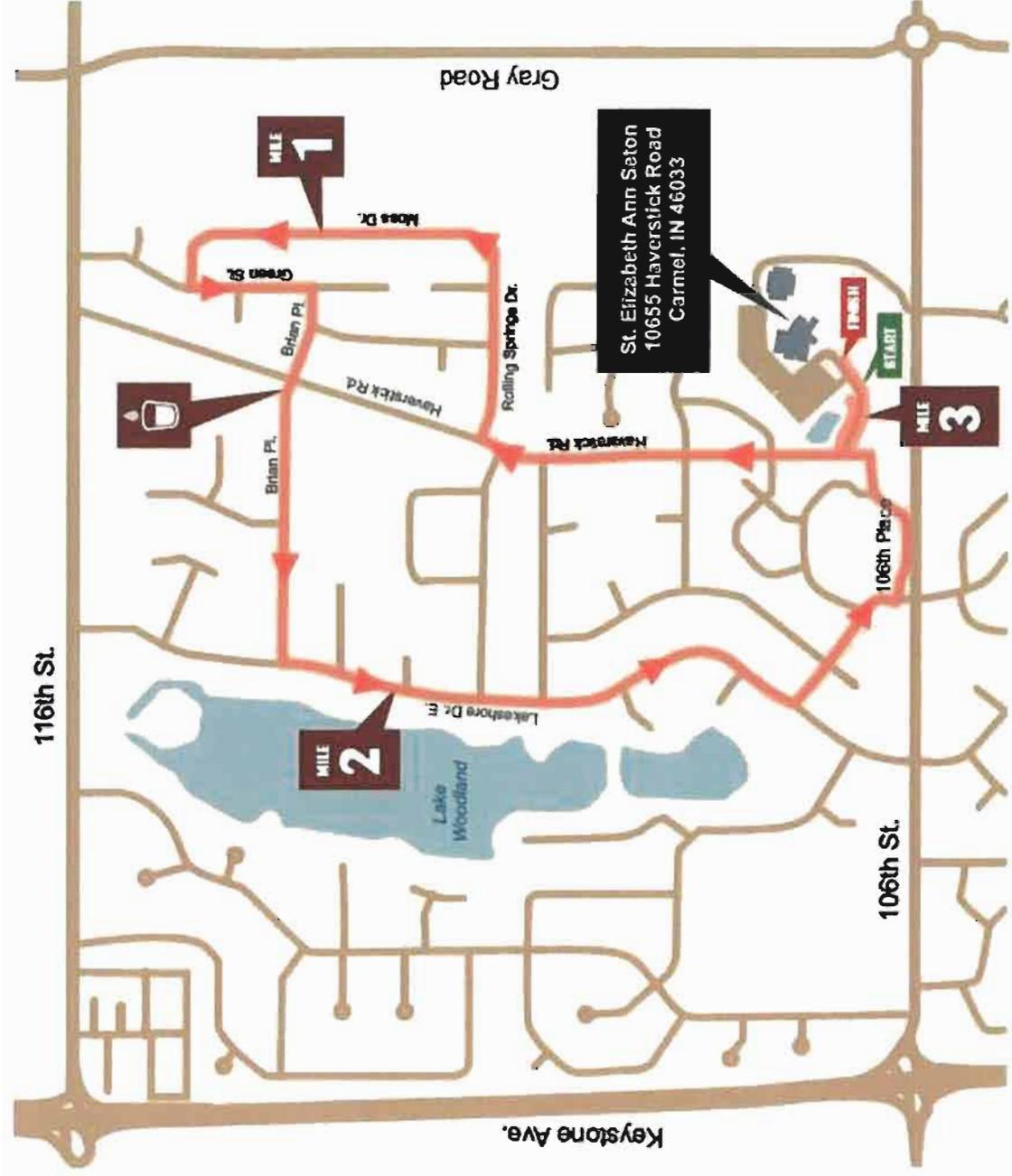
Walk in neighborhood streets with cones marking a walking lane. use 150 cones from the street department

LPLOAD MAP

An easy to read, color map of the area is required with submission.

CourseMap.pdf

134.16KB



St. Elizabeth Ann Seton
10655 Haversick Road
Carmel, IN 46033

MILE 1

MILE 2

MILE 3

116th St

106th St

Kaysone Ave.

Gray Road

Moss Dr.

Green St

Brian Pl

Haversick Rd

Rolling Springs Dr.

Haversick Rd

Brian Pl

Lakeshore Dr E

Lake Woodland

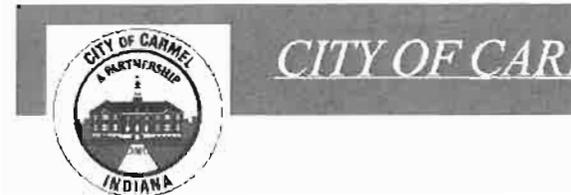
106th Place

START

FINISH



JACOB 2/12/10
BPW 2/19/10



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED OK Purcell 1-30-20
CFD OK Suttan 1-30-20
CPD OK Keith 1-31-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Karolyn Brumley

Email kbrumley@carmel.in.gov

Phone Number 3174091876

Cell Number 3174091876

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

US

Name/Organization CRED- Community Relations

Organization Type Non-Profit Organization

Residency/Location Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose Meet Me On Main
Art Project

Event Date

4/11/2020

End Date

4/11/2020

Number of People Expected 100

Set-Up Start Time 04:00:00 PM

Tear Down End Time 09:00:00 PM

Event Start time:
05:00:00 PM

Event end time:
09:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Public is participating in a art project, it will not be blocking the breezeway
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 Breezeway

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

SECURITY DEPOSIT AND FEE:

^



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 2/12
BPW 2/19

CRED Purcell OK 1-31-20
CFD OK Sutton 2-3-20
CPD OK Keith 2-3-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Karolyn Brumley

Email: kbrumley@carmel.in.gov

Phone Number: 3175712787

Cell Number: 3174091876

Address: Street Address
1 Civic Square
Address Line 2

City: Carmel State / Province / Region: IN

Postal / Zip Code: 46032 Country: US

Name/Organization: CRED

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Meet Me on Main

Event Date: 8/8/2020 End Date: 8/8/2020

Number of People Expected: 100

Set-Up Start time: 04:00:00 PM

Tear Down End Time: 09:00:00 PM

Event Start time:

05:00:00 PM

Event end time:

09:00:00 PM

Rehearsal

NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below

YES

NO

Description of Event:

Provide a brief description of event

Artist and public will create a summer paper collage in the breezeway next to Sub Zero

Attach additional pages if needed-SFF 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 Breezeway

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 2/12
BPW 2/19



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED Purcell OK 1-31-20
CFD OK Sutton 2-30-20
CPD OK Keith 2-3-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Karolyn Brumley

Email: kbrumley@carmel.in.gov

Phone Number: 3174091876

Cell Number: 3174091876

Address:

Street Address	1 Civic Square	
Address Line 2		
City	State / Province / Region	
Carmel	IN	
Postal / Zip Code	Country	
46032	US	

Name/Organization: CRED

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Meet Me on Main

Event Date: 6/13/2020 End Date: 6/13/2020

Number of People Expected: 100

Set-Up Start time: 04:00:00 PM

Tear Down End Time: 09:00:00 PM

Event Start time:
05:00:00 PM

Event end time:
09:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.
 YES
 NO

Description of Event: Provide a brief description of event
Mosaic Art will be created in the breezeway next to Sub Zero
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

SECURITY DEPOSIT AND FEE:

JACOB 2/12/20
BPW 2/19/20



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED OK Purcell 1-30-20
CFD OK Sutton 1-30-20
CPD OK Keith 1-31-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Karolyn Brumley

Email kbrumley@carmel.in.gov

Phone Number: 3174091876

Cell Number: 3174091876

Address Street Address
1 Civic Square
Address Line 2

City Carmel State / Province / Region IN
Postal / Zip Code 46032 Country US

Name/Organization: CRED

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: Meet Me On Main

Event Date 5/9/2020 End Date 5/9/2020

Number of People Expected: 100

Set-Up Start time 04:00:00 PM

Tear Down End Time 09:00:00 PM

Event Start time:
05:00:00 PM

Event end time:
09:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event: Provide a brief description of event

Public can register or walk up for the event and it's Glass Blowing. They can pay through Eventbrite

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

8

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).

10x 10

Size of Tent (s)

Bounce House

N/A

Other

Karolyn Brumley

Name of Merchant(s) doing the setup

3174091876

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood: 2nd Avenue NW - closing from Main St to 1st NW
Name/Streets to be closed: Include addresses as appropriate

UPLOAD MAP: An easy to read, color map of the area is required with submission.
Glass Blowing Roads Closed.PNG 230 KB

Type of Closure: Rolling closure
 Total closure
 Lane restrictions - explain below
 Other - explain below
 N/A

Explain lane restrictions needed and other needed below

e NW

2nd Ave NW

Hair Razors



1st St f



Anytime Fitness

1st St NW

Pad Thai Restaurant
Classic fare & sake
in mellow digs



The Pint Room



Sub Zero Nitrogen
Ice Cream



Bazbeaux Pizza (Carmel)



Anthony's Chophouse

Bub's Burgers
& Ice Cream



mpass 317

W Main St

Florence St

1st St NW

3rd Ave NW

NW

3rd



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 2/12
BPW 2/19

CRED Purcell OK 1-31-20
CFD Sutton OK 2-3-20
CPD Keith OK 2-3-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Karolyn Brumley

Email kbrumley@carmel.in.gov

Phone Number: 3175712787

Cell Number:

Address Street Address
1 Civic Square
Address Line 2
City Carmel State / Province / Region IN
Postal / Zip Code 46032 Country US

Name/Organization: CRED

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Meet Me On Main - Pumpkin Carving

Event Date 10/10/2020 End Date 10/10/2020

Number of People Expected: 100

Set-Up Start time 04:00:00 PM

Tear Down End Time 09:00:00 PM

Event Start time:
05:00:00 PM

Event end time:
09:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event: Provide a brief description of event

Master Carver, Lee Saberson will carve pumpkins in the breezeway by Sub-zero
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

SECURITY DEPOSIT AND FEE:

JACOB 2/12
BPW 2/19



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED Purcell OK 1-31-20
CFD Sutton OK 2-3-20
CPD Veith OK 2-3-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Karolyn Brumley
Email: kbrumley@carmel.in.gov
Phone Number: 3174091876
Cell Number: 3174091876
Address: Street Address
1 Civic Square
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46032 Country: US
Name/Organization: CRED
Organization Type: Non-Profit Organization
Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No
Event/Use Purpose: Meet Me On Main

Event Date: ~~5/9/2020~~ 9-12-2020 End Date: ~~5/9/2020~~ 9-12-2020

Number of People Expected: 100

Set-Up Start time: 04:00:00 PM

Tear Down End Time: 09:00:00 PM

Event Start time:
05:00:00 PM

Event end time:
09:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.
 YES
 NO

Description of Event: Provide a brief description of event.
Public can register or walk up for the event and it's Glass Blowing. They can pay through Eventbrite.
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

8

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).

10x 10

Size of Tent (s)

Bounce House

N/A

Other

Karolyn Brumley

Name of Merchant(s) doing the setup

3174091876

Phone Number of Merchant(s) doing set up.

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

2nd Avenue NW - closing from Main St to 1st NW
Include addresses as appropriate

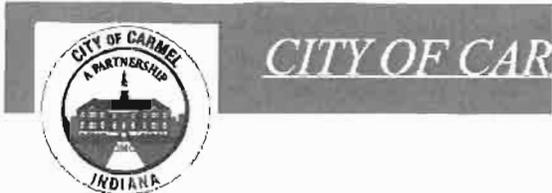
UPLOAD MAP

An easy to read, color map of the area is required with submission.
Glass Blowing Roads Closed.PNG 230.8KB

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below



REVIEWED VIA EMAIL

CRED OK Purcell 1-30-20
CFD OK Sutton 1-30-20
CPD OK Keith 1-30-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Kaylee Purcell
Email: kpurcell@carmel.in.gov
Phone Number: 3178474274
Cell Number:

Address: Street Address: One Civic Square
Address Line 2:
City: Carmel State / Province / Region: Indiana
Postal / Zip Code: 46032 Country: United States

Name/Organization: City of Carmel Community Relations Department

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Music on the Monor

Event Date: 5/30/2020 End Date: 5/30/2020

Number of People Expected: 100

Set-Up Start time: 05:00:00 PM

Tear Down End Time: 09:00:00 PM

Additional dates:
June 6, 2020
June 20, 2020
June 27, 2020
July 25, 2020
Aug. 1, 2020
Aug. 15, 2020

Event Start time:
06:00:00 PM

Event end time:
09:00:00 PM

Rehearsal NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

- YES
 NO

Description of Event: Provide a brief description of event

Music on the Monon will be a re-occurring event happening at Center Green/Carter Green. The dates are May 30th, June 6th, June 20th, June 27th, July 25th, Aug 1st, Aug 15th.

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).

10x10

Size of Tent (s)

Bounce House

N/A

Other

Kaylee Purcell

Name of Merchant(s) doing the setup

3178474274

Phone Number of Merchant(s) doing set up

STREET(S) REQUESTED:

^

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood
Name/Streets to be
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure**
- Total closure**
- Lane restrictions - explain below**
- Other - explain below**
- N/A**

Explain lane restrictions needed and other needed below.



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 2/12
BPW 2/19

CRED Purcell OK 2-11-20
CFD Sutton OK 2-5-20
CPD Keith OK 2-5-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

Plus - Chambers Request

CONTACT INFORMATION:

Contact Person: David Forbes
Email: dhforbes@outlook.com
Phone Number:
Cell Number: 309-256-1417

Address: Street Address
11528 Blossom Way
Address Line 2
City: Carmel State / Province / Region: IN
Postal / Zip Code: 46032 Country: United States

Name/Organization: National Day of Prayer

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Prayer for our city, state and country

Event Date: 5/7/2020 End Date:

Number of People Expected: 100

Set-Up Start time: 11:00:00 AM

Tear Down End Time: 02:00:00 PM

Event Start time:
12:00:00 PM

Event end time:

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

This is a gathering of residents for the purpose of praying for our city state and country

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

* Requesting use of Council Chambers in the event of rain.

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
 JAMES BUILDING RESTROOMS (CENTER GREEN)
 N/A
 Other sound had to do with

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 set up

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

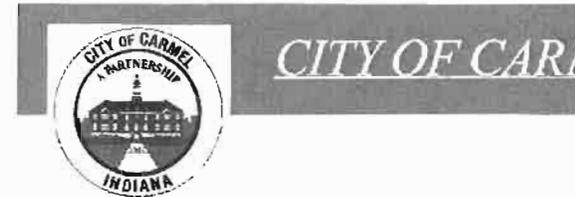
An easy to read, color map of the area is required with submission

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



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 2/12
BPW 2/19

CRED OK Purcell 2-6-20
CFD OK Sutton 3-10-20
CPD OK Keith 2-10-20
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Kevin Price

Email kprice242420@yahoo.com

Phone Number: 5132224740

Ccell Number: 5132224740

Address Street Address
9058 Carnation Drive
Address Line 2
City State / Province / Region
Noblesville Indiana
Postal / Zip Code Country
46060 United States

Name/Organization: St. Christopher's Episcopal Church - Carmel, Indiana

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?
 Yes
 No

Event/Use Purpose: Midtown Plaza, we would like to the annual St. Christopher's Strawberry Festival at Midtown Plaza due to the fact that we can no longer use our previous location. We will be selling Strawberry Shortcakes as an out reach for the church

Event Date 6/13/2020 End Date 6/13/2020

Number of People Expected: 1,200

Set-Up Start time 09:00:00 AM

Tear Down End Time 06:00:00 AM

Event Start time:
11:00:00 AM

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

We would like to the annual St. Christopher's Strawberry Festival at Midtown Plaza due to the fact that we can no longer use our previous location (PNC Bank). We will be selling Strawberry Shortcakes as an out reach for the church. The Shortcakes are made to order on sight. We will provide our own tents, tables and chairs for the event. The fee will go towards the purchase of a Strawberry Shortcake. We typically break even or make a little money which in turn goes right back into the church's out-reach fund.

We would deliver and put up the tent on Friday June 12th (the day before the event)

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 (317-251-7388).

TBD based on size of space

Size of Tent (s)

Bounce House

N/A

Other

TBD pending use of space

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.



INFORMATION

FACILITY REQUEST FORM
City Hall Caucus Room or Council Chambers

GENERAL INFORMATION



Name Kolby Deming

Organization: Boar's Head

Phone Number: 6145611567

Cell Number:

Email kolby.deming@boarshead.com

Address

Street Address	4810 Industrial Parkway	
Address Line 2		
City	Indianapolis	State / Province / Region IN
Postal / Zip Code	46226	Country US

Organization Type: For-Profit Organization

Event/Use Purpose: Training Seminar

Event Date 2/27/2020 End Date 2/27/2020

Number of People Expected: 35

Set-Up Start time 08:30:00 AM

Tear Down End Time 03:30:00 PM

Event Start 10:00:00 AM time: Event end 02:00:00 PM time:

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?

we will need to seat 35 people classroom style and then have two 6-foot tables in the back

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.

Boar's Head/Kolby Deming
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kolby Deming
Printed Name and Title (If applicable)

4810 Industrial Parkway
Indianapolis, IN 46226
Address of Organization/Applicant

2/7/2020
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST

CITY OF CARMEL USE ONLY

Approved this ____ day of _____, 2019

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:

Sue Wolfgang, City Clerk

Date: _____

Special Conditions: _____

SUBMIT



INFORMATION

FACILITY REQUEST FORM
City Hall Caucus Room or Council Chambers

GENERAL INFORMATION



Name Michael Chapman

Organization: Provident Capital Management, INC

Phone Number: 3177084832

Cell Number: 3175077513

Email mchap@pcminvestment.com

Address

Street Address		
11595 N. Meridian St, ste 140		
Address Line 2		
City	State / Province / Region	
Carmel	IN	
Postal / Zip Code	Country	
46032	United States	

Organization Type: For-Profit Organization

Event/Use Purpose: Educational - Teaching "Taxes in Retirement"

Event Date 3/3/2020 End Date 3/3/2020

Number of People Expected: 30

Set-Up Start time 09:00:00 AM

Tear Down End Time 12:30:00 PM

Event Start 10:00:00 AM time: Event end 12:00:00 PM time:

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

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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.

Provident Capital Management, Inc. , Michael J. Chapman, President
Name of Organization/Applicant

*



Michael J. Chapman

Signature of Authorized Agent/Applicant

Michael J. Chapman, President
Printed Name and Title (If applicable)

11595 N. Meridian St, ste 140
Address of Organization/Applicant

2/7/2020
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST

CITY OF CARMEL USE ONLY

Approved this ____ day of _____, 2019

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:

Sue Wolfgang, City Clerk

Date: _____

Special Conditions: _____

SUBMIT



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
19702 Spa Pointe RD Sherman IN 46069

2. **Title or Position With Governmental Entity:** Log Chief / Fire Fighter

3. a. **Governmental Entity:** Crown 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.):

Report Profit For weather sirens/plows

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.):

Sub Construction For Road Truck Equipment

(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@caemnd.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.



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:** Douglas C. Haney

1 Civic Square, City Hall, Carmel, Indiana 46032

2. **Title or Position With Governmental Entity:** Corporation Counsel

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

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):** Krieg DeVault, LLP

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.)*

Open professional services engagement letter for the provision of legal services by Krieg DeVault
to the City of Carmel, Indiana. My wife, Tammy Haney, works as an attorney for Krieg DeVault

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.):*

See Exhibit A.

(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 _____ **Mayor** _____ 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.

_____	_____ City of Carmel, IN Mayor _____
_____	_____
_____ 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: February 11, 2020
(month, day, year)

Printed Name: Douglas C. Haney
(Please print legibly.)

Email Address: dhaney@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.

EXHIBIT "A"

As of January 1, 2020, my wife ("Tammy") became an equity partner at Krieg De Vault LLP ("KD"). KD is one of numerous law firms and counsel that provide legal services to the City each year. Although Tammy's move to KD was recent, she has been providing legal services to the City since well before I became its chief legal officer. KD had also been providing legal services to the City since well before Tammy began working at that firm.

As this is Tammy's first year as an equity partner with KD, I do not know whether she, by virtue of KD's continued provision of legal services to the City, will realize an increase in her income in excess of the \$250 limit set forth in I.C. 35-44.1-1-4. This is because KD utilizes both objective and subjective criteria when determining a partner's base compensation, as well as when determining whether a partner should be awarded a discretionary bonus in any particular year.

The objective criteria considered by KD when determining a partner's base compensation include his or her originating, responsible, and working attorney receipts over the past years. (Since Tammy is in her first year of equity partnership, and only began working for KD in February, 2019, she obviously does not have a revenue history, and it will be up to the firm to determine how it will apply its objective criteria to her specific situation). Examples of the myriad of subjective criteria considered by KD when determining a partner's base compensation include work quality and timeliness, legal knowledge, diversity efforts, adherence to firm policies, leadership, client development, teamwork, and community involvement.

When it comes to awarding annual bonuses, KD seeks to recognize a partner's exceptional contributions to the firm (both financial and otherwise) over the past year. This bonus can be awarded based upon a partner's objective revenue-based contributions, a partner's subjective, non-monetary contributions, or both. Therefore, there is no way for me to concretely determine the degree to which either Tammy's base compensation or her bonus (if she receives one) for 2020 will be based upon either her or her firm's work for the City.

In an abundance of caution, I file this statement in order to avoid even the appearance of impropriety as a result of Tammy's new job position with KD.



JAMES BRAINARD, MAYOR

February 11, 2020

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

RE: REQUEST OF PERFORMANCE BOND AMOUNT REDUCTION – GRAMERCY WEST SECTION 1

Dear Board Members:

Mr. Tim Berry with Platinum Properties has requested Board approval to reduce a performance bond for Section 1 of the Gramercy West development.

The following reductions are requested:

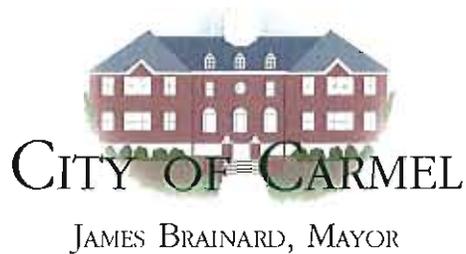
<u>Surety ID</u>	<u>Original Amount</u>	<u>Reduced Amount</u>
2607973-COMMON WALKS	\$90,650.00	\$50,000.00
2607974-STREET PAVING	\$528,181.00	\$79,227.15

After review of the bond reduction request, I recommend approval contingent upon the following conditions:

- Performance Guarantee amount cannot be reduced to an amount lower than the amount that will be required for the 3 year maintenance guarantee amount (10%)
- The Developer will assure that reduction amounts are notified by the surety of the issued surety upon approval by the Board.
- Upon 100% completion of the required improvements, the Developer may request the release of the subject Performance Guarantee. However, the 3-year Maintenance Guarantee amount must be calculated based on the original Performance Guarantee amount.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



February 3, 2020

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

RE: FRANCISCAN ORTHOPEDIC CENTER OR EXCELLENCE – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

Dear Board Members:

Mrs. Sherri Wilson with Cripe, on behalf of the property owner, has requested the City accept a Grant of Perpetual Storm Water Quality Management Easement for the proposed Franciscan Orthopedic Center of Excellence. There is 1 easement area as described in exhibit 'A' of the easement document.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over a horizontal line.

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPWA\2020\STORMWATER VARIANCES & EASEMENTS\FRANCISCAN ORTHOPEDIC CENTER - STORM WATER EASEMENT.docx

APPROVED JMK



Cross Reference to Deed: Instrument # 2018060026

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between Meridian Development Services, LLC, (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to construct a Hospital, Medical Office Building, Parking Garage and associated parking, sidewalks, and utilities on the Real Estate and, in connection with the construction, development and operation of the Franciscan Orthopedic Center of Excellence the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibit "A" in two parts (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof,

such that (i) the effectiveness and performance of the Storm Water Quality System is not diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

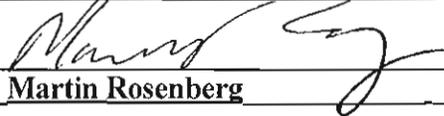
Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

Meridian Development Services, LLC

By 
Martin Rosenberg

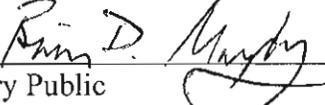
Date: 11/20/2019

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Martin Rosenberg, who acknowledged execution of the foregoing Easement for and on behalf of Meridian Development Services, LLC.

Witness my hand and Notarial Seal this 20th day of NOVEMBER, 2019.

My Commission Expires:
2/24/24


Notary Public

Residing in Marion County

Brian D. Murphy
Printed Name



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

James Brainard, Mayor

Date: _____

Mary Ann Burke

Date: _____

Lori Watson

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Burke, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires: _____
_____ Notary Public

Residing in _____ County _____
_____ Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires: _____
_____ Notary Public

Residing in _____ County _____
_____ Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Sue Wolfgang, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk Treasurer of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law –
Douglas C. Haney, Esq.

Prepared by: Douglas C. Haney, Corporation Counsel, One Civic Square, Carmel, IN 46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032



FRANCISCAN ORTHOPEDIC CENTER BMP ACCESS EASEMENT

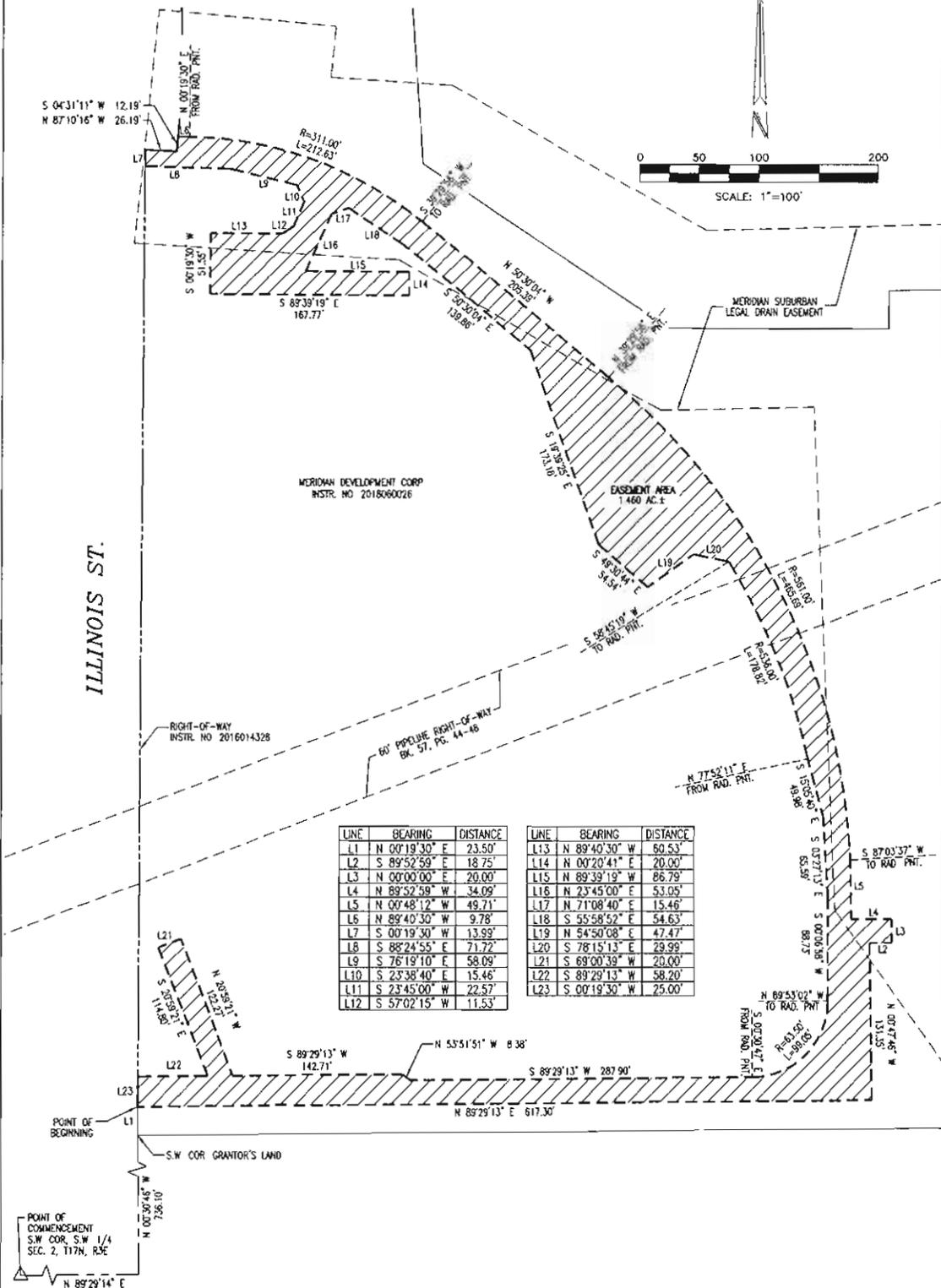
A part of the Southwest Quarter of Section 2, Township 17 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at Southwest corner of said Southwest Quarter; thence North 89 degrees 29 minutes 14 seconds East (basis of bearings is Indiana State Plane Grid Bearing, East Zone) along the South line of said Southwest Quarter 1131.80 feet; thence North 00 degrees 30 minutes 46 seconds West perpendicular to said South line 736.10 feet to the Southwest corner of the Grantor's land as described in Instrument Number 2018060026 in the Office of the Recorder of Hamilton County, Indiana, and the East right-of-way of Illinois Street as described in Instrument Number 2016014328 in said Recorder's Office; thence North 00 degrees 19 minutes 30 seconds East along said East right-of-way 23.50 feet to the POINT OF BEGINNING; thence North 89 degrees 29 minutes 13 seconds East 617.30 feet; thence North 00 degrees 47 minutes 46 seconds West 131.35 feet; thence South 89 degrees 52 minutes 59 seconds East 18.75 feet; thence North 00 degrees 00 minutes 00 seconds East 20.00 feet; thence North 89 degrees 52 minutes 59 seconds West 34.09 feet; thence North 00 degrees 48 minutes 12 seconds West 49.71 feet to a non-tangent curve to the left having a radius of 561.00 feet, the radius of point of which bears South 87 degrees 03 minutes 37 seconds West; thence Northwesterly along said curve 465.69 feet to a point which bears North 39 degrees 29 minutes 56 seconds East from said radius point; thence North 50 degrees 30 minutes 04 seconds West 205.39 feet to a curve to the left having a radius of 311.00 feet, the radius of point of which bears South 39 degrees 29 minutes 56 seconds West; thence Westerly along said curve 212.63 feet to a point which bears North 00 degrees 19 minutes 30 seconds East from said radius point; thence North 89 degrees 40 minutes 30 seconds West 9.78 feet to said East right-of-way of Illinois Street (the following three calls are along said East right-of-way): (1) thence South 04 degrees 31 minutes 11 seconds West 12.19 feet; (2) thence North 87 degrees 10 minutes 16 seconds West 26.19 feet; (3) thence South 00 degrees 19 minutes 30 seconds West 13.99 feet; thence South 88 degrees 24 minutes 55 seconds East 71.72 feet; thence South 76 degrees 19 minutes 10 seconds East 58.09 feet; thence South 23 degrees 38 minutes 40 seconds East 15.46 feet; thence South 23 degrees 45 minutes 00 seconds West 22.57 feet; thence South 57 degrees 02 minutes 15 seconds West 11.53 feet; thence North 89 degrees 40 minutes 30 seconds West 60.53 feet; thence South 00 degrees 19 minutes 30 seconds West 51.55 feet; thence South 89 degrees 39 minutes 19 seconds East 167.77 feet; thence North 00 degrees 20 minutes 41 seconds East 20.00 feet; thence North 89 degrees 39 minutes 19 seconds West 86.79 feet; thence North 23 degrees 45 minutes 00 seconds East 53.05 feet; thence North 71 degrees 08 minutes 40 seconds East 15.46 feet; thence South 55 degrees 58 minutes 52 seconds East 54.63 feet; thence South 50 degrees 30 minutes 04 seconds East 139.86 feet; thence South 19 degrees 39 minutes 25 seconds East 173.18 feet; thence South 49 degrees 30 minutes 44 seconds East 54.54 feet; thence North 54 degrees 50 minutes 08 seconds East 47.47 feet; thence South 78 degrees 15 minutes 13 seconds East 29.99 feet to a non-tangent curve to the right having a radius of 536.00 feet, the radius of point of which bears South 58 degrees 45 minutes 19 seconds West; thence Southeasterly along said curve 178.82 feet to a point which bears North 77 degrees 52 minutes 11 seconds East from said radius point; thence South 15 degrees 05 minutes 40 seconds East 49.98 feet; thence South 03 degrees 27 minutes 13 seconds East 65.59 feet; thence South 00 degrees 06 minutes 58 seconds West 88.73 feet to a curve to the right having a radius of 63.50 feet, the radius of point of which bears North 89 degrees 53 minutes 02 seconds West; thence Southwesterly along said curve 99.05 feet to a point which bears South 00 degrees 30 minutes 47 seconds East from said radius point; thence South 89 degrees 29 minutes 13 seconds West 287.90 feet; thence North 53 degrees 51 minutes 51 seconds West 8.38 feet; thence South 89 degrees 29 minutes 13 seconds West 142.71 feet; thence North 20 degrees 59 minutes 21 seconds West 122.27 feet; thence South 69 degrees 00 minutes 39 seconds West 20.00 feet; thence South 20 degrees 59 minutes 21 seconds East 114.80 feet; thence South 89 degrees 29 minutes 13 seconds West 58.20 feet to said East right-of-way of Illinois Street; thence South 00 degrees 19 minutes 30 seconds West along said East right-of-way 25.00 feet to the POINT OF BEGINNING, containing 1.460 acres, more or less.

3939 PRIORITY WAY SOUTH DRIVE, SUITE 200 INDIANAPOLIS, INDIANA 46240
(317) 844-6777 FAX (317) 706-6451 E-Mail cripe@cripe.biz



FRANCISCAN ORTHOPEDIC CENTER
 BMP ACCESS EASEMENT

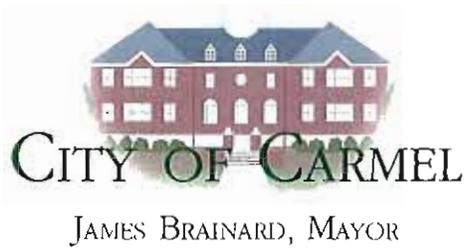


LINE	BEARING	DISTANCE
L1	N 00°19'30" E	23.50'
L2	S 89°52'59" E	18.75'
L3	N 00°00'00" E	20.00'
L4	N 89°52'59" W	34.09'
L5	N 00°48'12" W	49.71'
L6	N 89°40'30" W	9.78'
L7	S 00°19'30" W	13.99'
L8	S 88°24'55" E	71.72'
L9	S 76°19'10" E	58.09'
L10	S 23°38'40" E	15.46'
L11	S 23°45'00" W	22.57'
L12	S 57°02'15" W	11.53'

LINE	BEARING	DISTANCE
L13	N 89°40'30" W	60.53'
L14	N 00°20'41" E	20.00'
L15	N 89°39'19" W	86.79'
L16	N 23°45'00" E	53.05'
L17	N 71°08'40" E	15.46'
L18	S 55°58'52" E	54.63'
L19	N 54°50'08" E	47.47'
L20	S 78°15'13" E	29.99'
L21	S 69°00'39" W	20.00'
L22	S 89°29'13" W	58.20'
L23	S 00°19'30" W	25.00'

3939 PRIORITY WAY SOUTH DRIVE, SUITE 200 INDIANAPOLIS, INDIANA 46240
 (317) 844-6777 FAX (317) 706-6451 E-mail cripe@crife.biz

- ARCHITECTURE + INTERIORS
- CIVIL ENGINEERING
- SURVEY + 3D LASER SCANNING
- ENERGY + FACILITIES
- EQUIPMENT PLANNING
- REAL ESTATE SERVICES



February 10, 2020

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

RE: LAKESIDE RETAIL BUILDING – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

Dear Board Members:

Mr. Greg Ripple with Kimley-Horn, on behalf of the property owner, has requested the City accept a Grant of Perpetual Storm Water Quality Management Easement for the proposed Lakeside Retail Building. There is 1 easement area as described in exhibit 'A' of the easement document.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

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

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STORMWATER VARIANCES & EASEMENTS\ATAPCO LAKESIDE RETAIL-STORM WATER EASEMENT.docx

Cross Reference to Deed: 1995041445

APPROVED JUL



GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between the Owner-Atapco Carmel, Inc., (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to develop an office building on the Real Estate and, in connection with the construction, development and operation of the water quality unit (AS-3), the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibit "A" in two parts (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, water quality unit (AS-3) and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not

diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

Atacpo Carmel, Inc.

By [Signature]
Kevin McAndrews

President

Date: 1/17/20

STATE OF MARYLAND)
)SS:

County CITY OF BALTIMORE)

Before me, a Notary Public in and for said County and State, personally appeared Kevin F McAndrews, who acknowledged execution of the foregoing Easement for and on behalf of Atacpo Carmel, Inc.

Witness my hand and Notarial Seal this 17th day of January, 2020.

My Commission Expires:
1/19/21

[Signature]
Notary Public

Residing in Baltimore County

Nicole Crockett
Printed Name



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

James Brainard, Mayor

Date: _____

Mary Ann Burke

Date: _____

Lori Watson

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mary Ann Burke, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Sue Wolfgang, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk Treasurer of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Douglas C. Haney, Esq.

Prepared by: Douglas C. Haney, Corporation Counsel, One Civic Square, Carmel, IN 46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032

EASEMENT DESCRIPTION:

A PART OF BLOCK 8 OF THE FINAL SECONDARY PLAT - BLOCK 8 IN CARMEL SCIENCE AND TECHNOLOGY PARK AS PER FINAL SECONDARY PLAT OF BLOCK 8, RECORDED IN PLAT BOOK 13, PAGE 76-77 AMENDING THE CONDITIONAL SECONDARY PLAT OF CARMEL SCIENCE AND TECHNOLOGY PARK, AN ADDITION TO THE CITY OF CARMEL, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 65-71, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

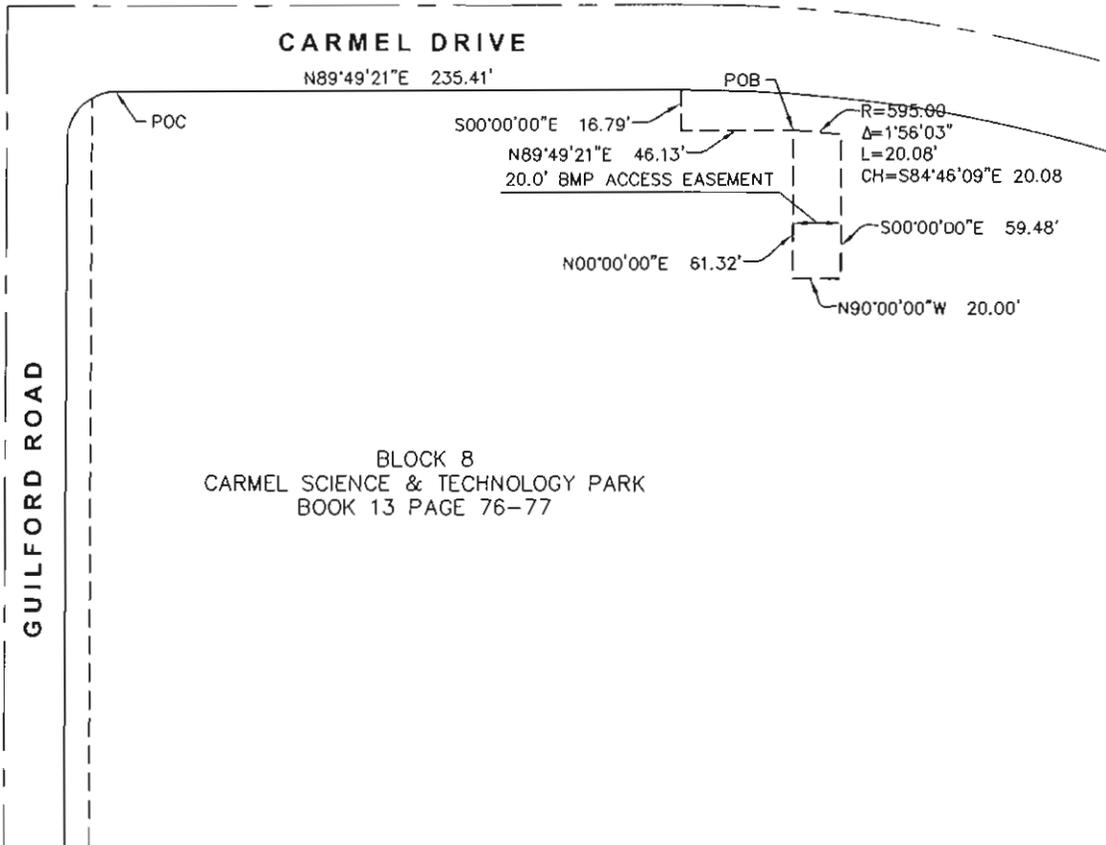
COMMENCING AT THE POINT OF TERMINATION OF A CURVE AT THE NORTHWEST CORNER OF SAID BLOCK 8, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF CARMEL DRIVE; THENCE ALONG SAID RIGHT-OF-WAY NORTH 89 DEGREES 49 MINUTES 21 SECONDS EAST 235.41 FEET (BASIS OF BEARING INDIANA STATE PLANE EAST ZONE); THENCE DEPARTING THE RIGHT-OF-WAY SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 16.79 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 21 SECONDS EAST 46.13 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION AND ALSO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE RIGHT AND HAVING A RADIUS OF 595.00 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST AND A CHORD DISTANCE OF 20.08 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 20.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 59.48 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 20.00 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 61.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1209 SQUARE FEET MORE OR LESS.



TERRY D. WRIGHT, PS
INDIANA REGISTRATION # 9700013



"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW." TERRY D. WRIGHT



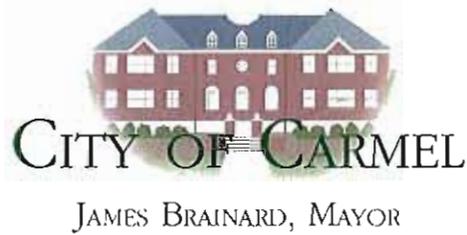
HAMILTON DESIGNS
A LIMITED LIABILITY COMPANY
PROFESSIONAL LIMITED LIABILITY COMPANY
11988 Fishers Crossing Drive, Suite 154
Fishers, Indiana 46038
P (317) 570-8900
www.hamilton-designs.com

EXHIBIT
BMP ACCESS EASEMENT

PROJECT INFORMATION
645 W CARMEL DRIVE
HAMILTON COUNTY INDIANA



DATE
01/09/2020
Project No.
2019-0021
Drawn By
KRE
Checked By
TDW
Scale
1" = 60'



February 10, 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 AND INSTALLATION

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 multiple existing utility poles as well as install 3 new mid span poles in the Right of Way (exhibits attached). The work is associated with their planned expansion of the Towne Road substation and is needed to maintain the service capacity in the area.

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

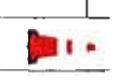
S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-DUKE-POLE REPLACEMENT-TOWNE.136TH, DITCH.docx

SAFETYFIRST
 P. NATIONAL ACCOUNT ID
 P. ACTIVE CALLING
 P. WALKED RECONSTRUCTION

USP: SWITCHES @ CARMEL TOWNE RD SUBSTATION
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions
 CONTACT INDIANA 811 AT LEAST TWO FULL WORKING DAYS BEFORE DIGGING



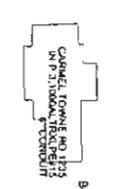
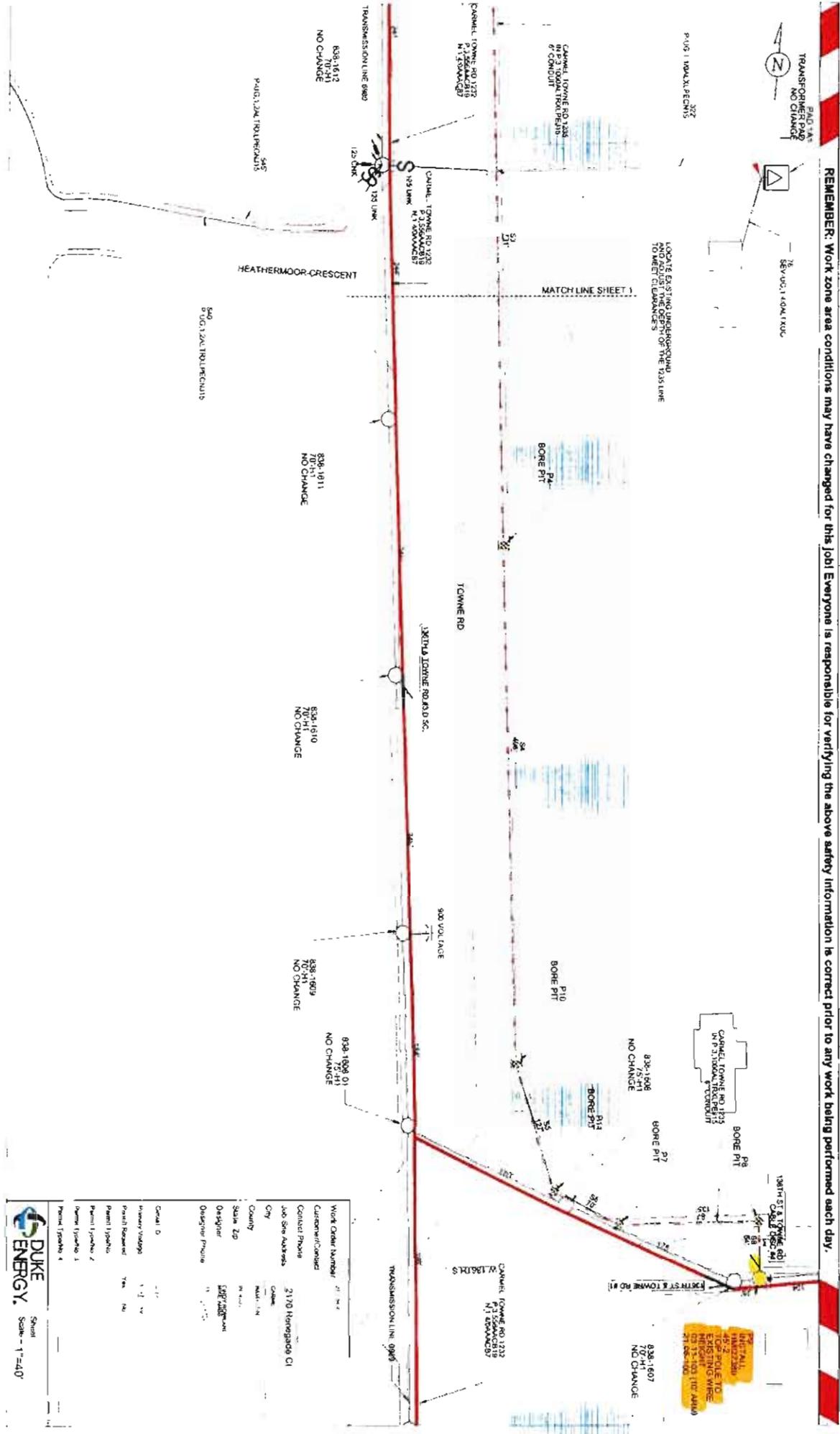
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

TRANSFORMER PAD
 NO CHANGE

SEV. UG. 14041 XUC

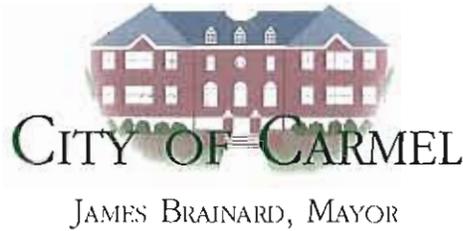
P.UG. 14041 XUC

LOOK AT EASTING UNDERGROUND TO VERIFY DIMENSIONS OF THE 125' LINE



Work Order Number	2170
Customer/Contract	2170 Homegard CI
Contract Phase	
Job Site Address	
City	
County	
Scale	1"=40'
Designer/Printer	
Checked By	
Reviewed By	
Printed By	
Printed Date	
Printed Time	





February 10, 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 AND INSTALLATION

Dear Board Members:

Ms. Nicole Halbert 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 fuses on existing utility poles in various locations (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-DUKE-FUSE REPLACEMENT.docx

USP: SS CARMEL 1ST AVE (794) 1262 @ 410 VETERANS WAY

 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.

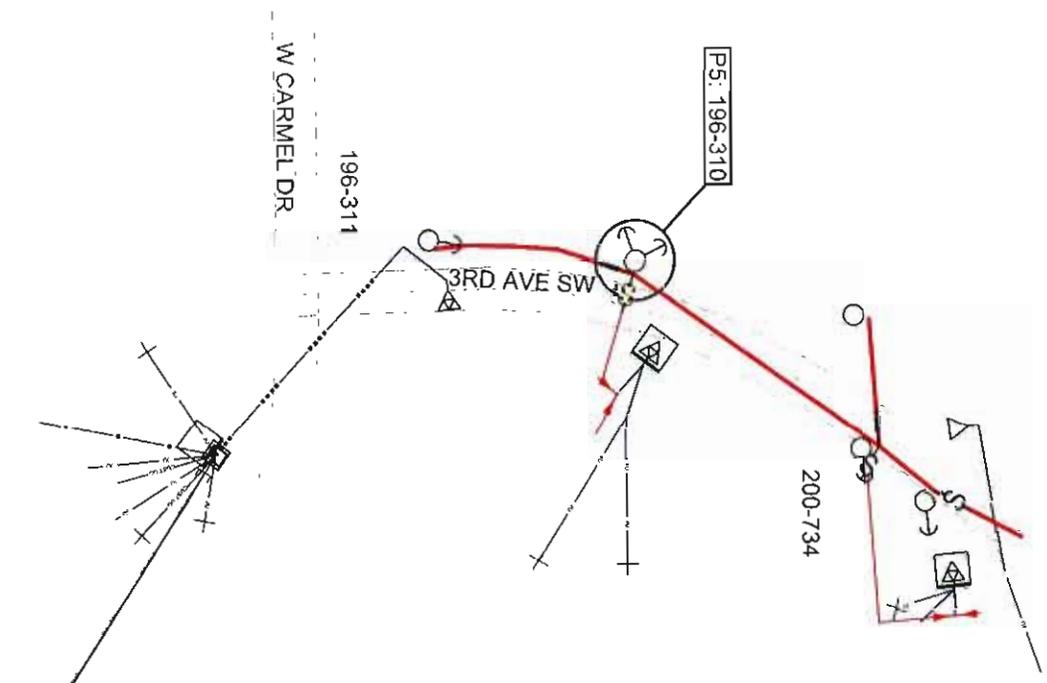


Safety Reminders / Adverse Conditions

WZS: REMEMBER "YOUR CIRCLE OF SAFETY"

WZS: OADD-1MH-M

WZS: TRAFFIC FLAGGING (4HRS)



P5: 196-310

PRIMARY WORK NEEDED:

 REPLACE EXISTING FUSE WITH (3) 125A FUSE

REMOVE:

 (3) FUSE-CUTOOUT-100-15KV-POLY-M

 (3) FUSE-LINK-50-STDSP-M

 (3) BKT-EM-ARM-1P-STL-MD-M

INSTALL:

 (3) FUSE-CUTOOUT-200-15KV-POLY-LINE-M

 (3) FUSE-LINK-125-STDSP-M

 (3) BKT-EM-ARM-1P-STL-MD-M

NOTES:

 OADD-1MH-M

 CADD-FLAG-M (4HRS)

 ADD FUSE TAGS

ADDRESS:

 410 W Carmel Dr, Carmel, IN 46032

 GPS: 39.962874, -86.132256

Work Order Number:	8647663
Customer/Conductor:	JESSE JOHNSON
Contact Phone:	812-231-6711
Job Site Address:	410 W CARMEL DR
City:	CARMEL
County:	HAMILTON/CLAY TWP
State Zip:	IN, 46032
Designer:	Andrew Court
Designer Phone:	513-918-2262 EXT 7241
Circuit ID:	N1327941262
Primary Voltage:	12.4772 KV
Work Required:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type(s):	
Permit Type(s) 2:	
Permit Type(s) 3:	
Permit Type(s) 4:	

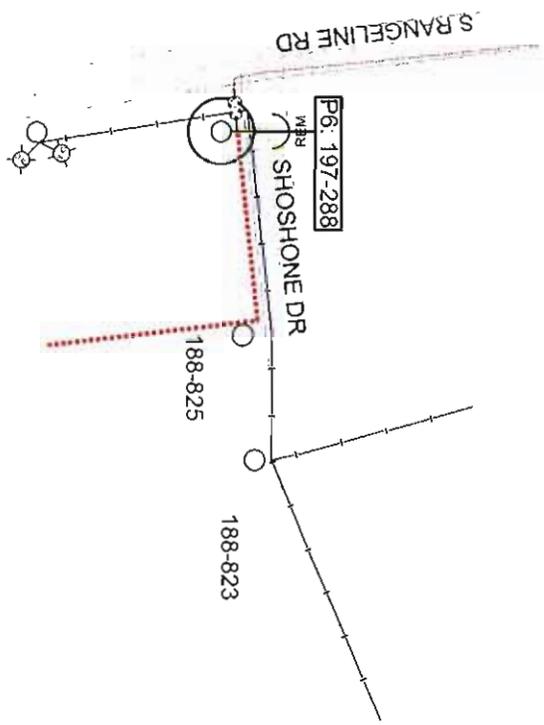
USP: SS CARMEL 1ST AVE (794) 1262 @ 410 VETERANS WAY
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions
 ?
 ?
 ?

WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
WZS: OADD-1MH-M
WZS: TRAFFIC FLAGGING (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.



P6: 197-288

PRIMARY WORK NEEDED:
 REPLACE EXISTING FUSE WITH 65A FUSE

REMOVE:
 N/A
 (NO EXISTING FUSE IN PICTURES)

INSTALL:
 (1) FUSE-CUTOUT-100-15KV-POLY-M
 (1) FUSE-LINK-65-STDSP-M
 (1) W/G-BUSH-COV-MD-M
 (1) BKT-EM-POLE-1P-F-G-M

NOTES:
 CADD-FLAG-M (2HRS)
 OADD-1MH-M
 ADD FUSE TAGS

ADDRESS:
 1055 S Rangeline Rd, Carmel, IN 46032
 GPS: 39.964800, -86.126750

Work Order Number	8647583
Customer/Contact	JESSE JOHNSON
Contact Phone	812-237-6711
Job Site Address	1055 S RANGELINE RD
City	CARMEL
County	HAMILTON/CLAY TWP
State, Zip	IN, 46032
Designer	Andrew Court
Designer Phone	513-918-2252 EXT 7241
Count #	N1327941262
Primary Voltage	12.47/7.2 KV
Is a new location?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	

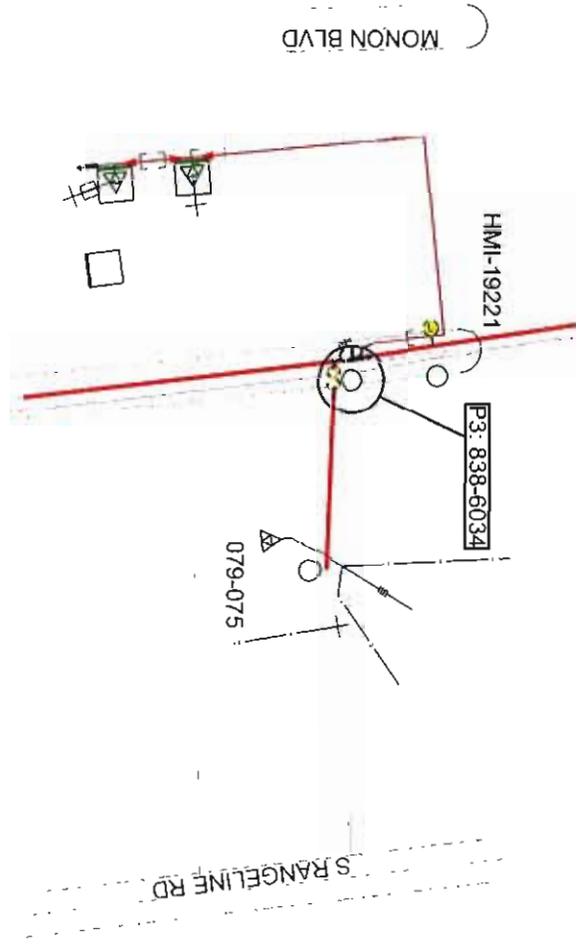


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
WZS: OADD-1MH-M

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.



P3: 838-6034

PRIMARY WORK NEEDED:
 ADD (3) 150A FUSES

REMOVE:
 N/A

INSTALL:
 (3) FUSE-CUTOUT-200-15KV-POLY-LINE-M
 (3) FUSE-LINK-150-STDSP-M
 (3) BKT-EM-ARM-1P-STL-MD-M

NOTES:
 OADD-1MH-M
 ADD FUSE TAGS

ADDRESS:
 526 S Rangeline Rd, Carmel IN 46032
 GPS: 39.974110, -86.128407

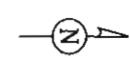
Work Order Number	8647663
Customer/Conduct	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	526 S RANGELINE RD
City	CARMEL
County	HAMILTON/CLAY TWP
State Zip	IN 46032
Designer	Andrew Court
Designer Phone	513-918-2252 EXT 7241
Circuit ID	N1327941262
Primary Voltage	12.47/7.2 KV
Power Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Special Type/Info	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



? LIMITED ACCESS
 ?
 ?



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
WZS: OADD-1MH-M

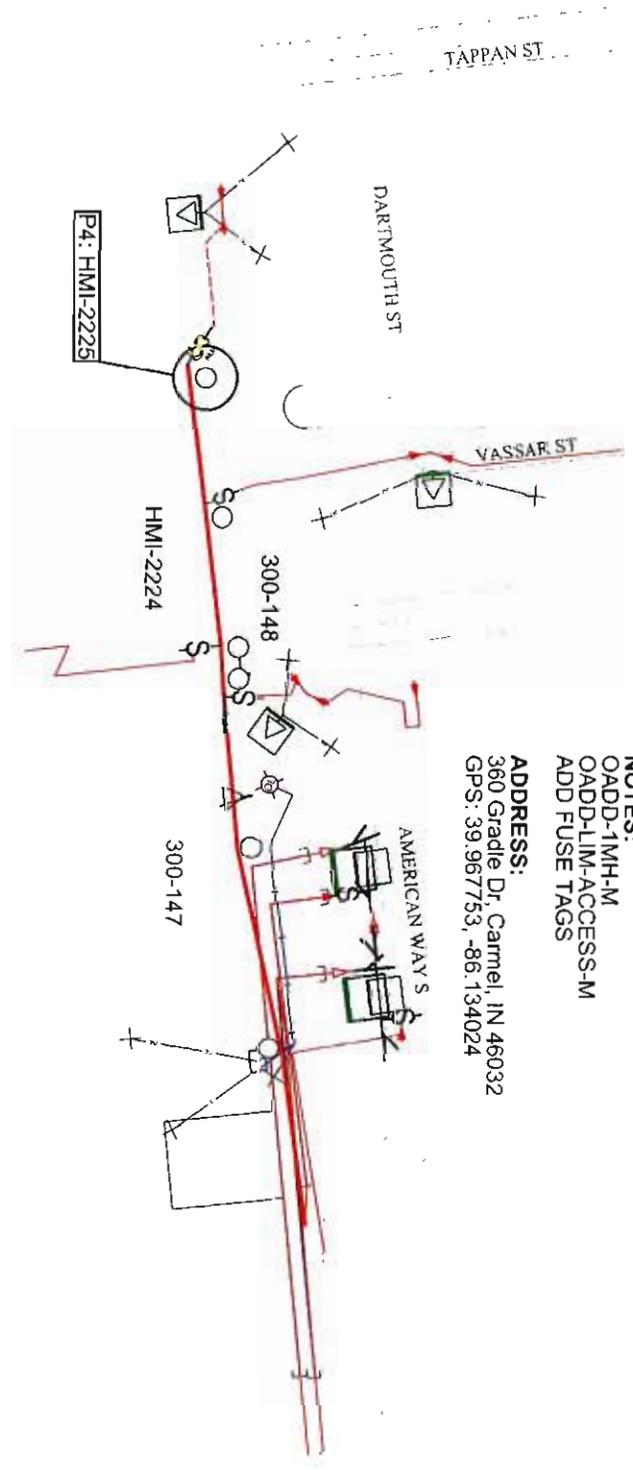


P4: HMI-2225
PRIMARY WORK NEEDED:
 REPLACE EXISTING FUSE WITH (2) 125A FUSE
REMOVE:
 (2) FUSE-LINK-200-STDSP-M

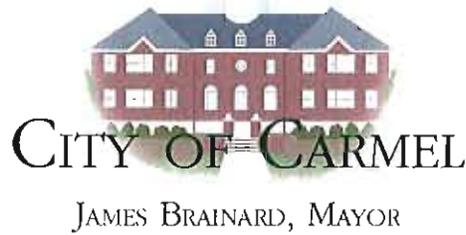
INSTALL:
 (2) FUSE-LINK-125-STDSP-15KV-M
 (2) OLAB-CUTOUT-LINK/BLADE-RPL-M

NOTES:
 OADD-1MH-M
 OADD-LIM-ACCESS-M
 ADD FUSE TAGS

ADDRESS:
 360 Gradle Dr, Carmel, IN 46032
 GPS: 39.967753, -86.134024



Work Order Number	8647683
Customer/Contact	JESSE JOHNSON
Contact Phone	812-237-6711
Job Site Address	360 GRADLE DR
City	CARMEL
County	HAMILTON/CLAY TWP
State, Zip	IN, 46032
Designer	Andrew Coult
Designer Phone	513-918-2252 EXT 7241
Order #	N1327941262
Primary Voltage	12.4772KV
Permit Required	Yes No X
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



February 10, 2020

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

RE: LANE CLOSURE & OPEN PAVEMENT CUT – VECTREN – 10101 CARROLLTON AVENUE

Dear Board Members:

Mrs. Armica Bash Gaspar, Engineering Technician for Vectren Energy Delivery, is requesting approval for lane closure and open pavement cut at 10101 Carrollton Ave. to install repair a leak. 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.
- 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\VECTREN-STREET CUT -10101 CARROLLTON.docx



PO Box 1700
Noblesville, IN 46061

January 30, 2020

Engineering Department
City of Carmel

Dear Sir:

Please find attached the permit request to do a street cut to do a leak repair on an existing service located at 10101 Carrollton Ave. We will do a 6' x 4' hole 12' E of centerline of Carrollton Ave and 22' N of centerline of E 101st St. Proper signage and safety cones will be placed in the construction area.

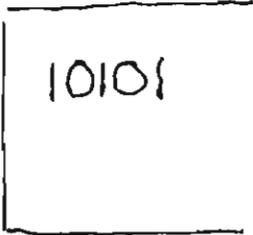
If you have further questions about the project, please contact Matt Rich at (765) 808-0468.

Sincerely,

A handwritten signature in black ink, appearing to read "AB Gaspar".

Armica Bash Gaspar, Operations Assistant
Vectren Energy Delivery
317-776-5502
abgaspar@vectren.com

CARROLTON AVENUE



→ 12' →



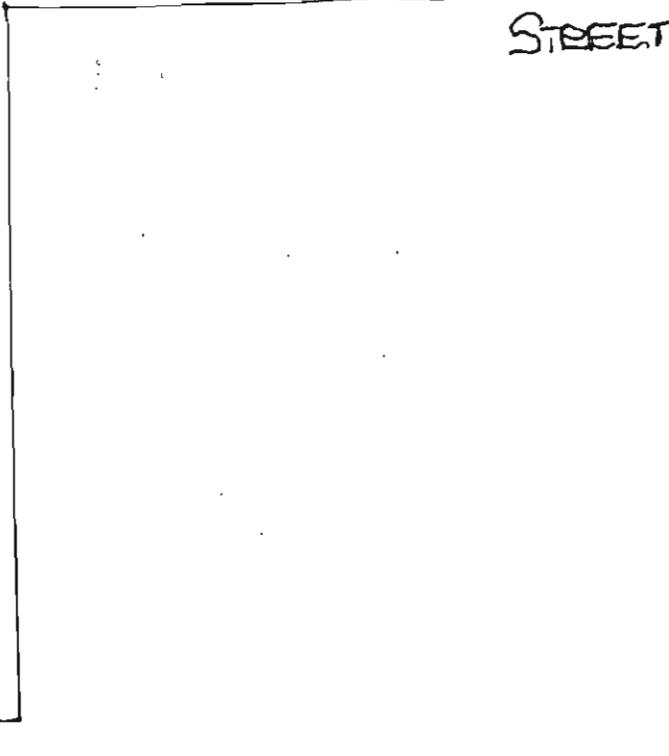
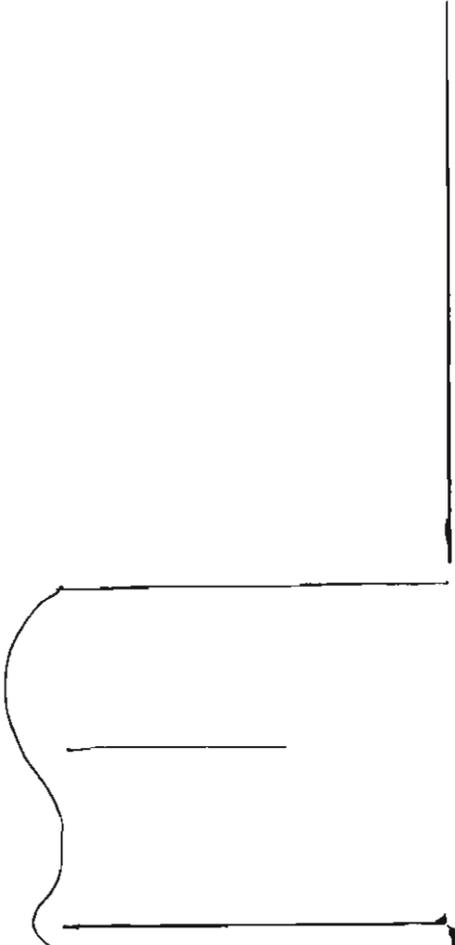
22'

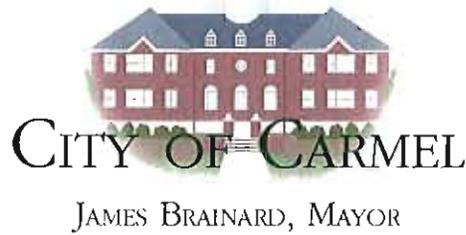


E 101ST STREET

DEAD END

N COLLEGE AVENUE
←





February 10, 2020

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

RE: LANE CLOSURE & OPEN PAVEMENT CUT – VECTREN – 10101 CARROLLTON AVENUE

Dear Board Members:

Mrs. Armica Bash Gaspar, Engineering Technician for Vectren Energy Delivery, is requesting approval for lane closure and open pavement cut at 10101 Carrollton Ave. to install repair a leak. 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.
- 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\VECTREN-STREET CUT -10101 CARROLLTON.docx



PO Box 1700
Noblesville, IN 46061

January 30, 2020

Engineering Department
City of Carmel

Dear Sir:

Please find attached the permit request to do a street cut to do a leak repair on an existing service located at 10101 Carrollton Ave. We will do a 6' x 4' hole 12' E of centerline of Carrollton Ave and 22' N of centerline of E 101st St. Proper signage and safety cones will be placed in the construction area.

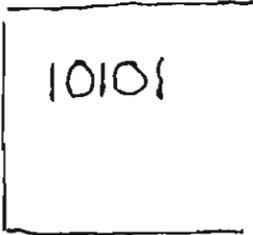
If you have further questions about the project, please contact Matt Rich at (765) 808-0468.

Sincerely,

A handwritten signature in black ink, appearing to read "AB Gaspar".

Armica Bash Gaspar, Operations Assistant
Vectren Energy Delivery
317-776-5502
abgaspar@vectren.com

CARROLTON AVENUE



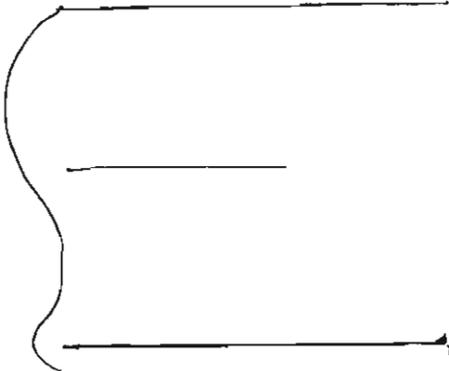
→ 12' →



22'

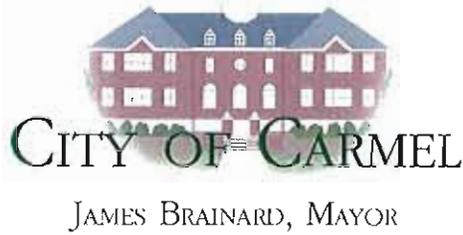


E 101ST STREET



N COLLEGE AVENUE
←

DEAD END



February 12, 2020

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

RE: ROAD CLOSURE, OPEN PAVEMENT CUT- 120 UTE 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 120 Ute 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-120 UTE.docx

Hamilton County, Indiana *1200 Ute Drive*



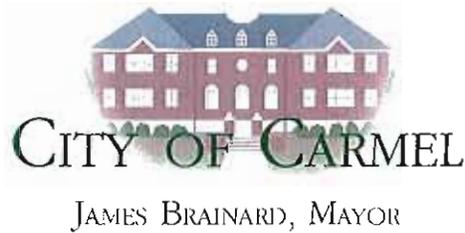
February 12, 2020

Parcels	Corporate Limits (Fill)
Corporate Limits (Label)	ARCADIA
Corporate Limits (Outline)	ATLANTA
	CARMEL
	CICERO
	FISHERS
	NOBLESVILLE
	SHERIDAN
	WESTFIELD



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.

Author: Hamilton County



February 12, 2020

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

RE: ROAD CLOSURE, OPEN PAVEMENT CUT- 831 AUMAN WEST 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 831 Auman West 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:

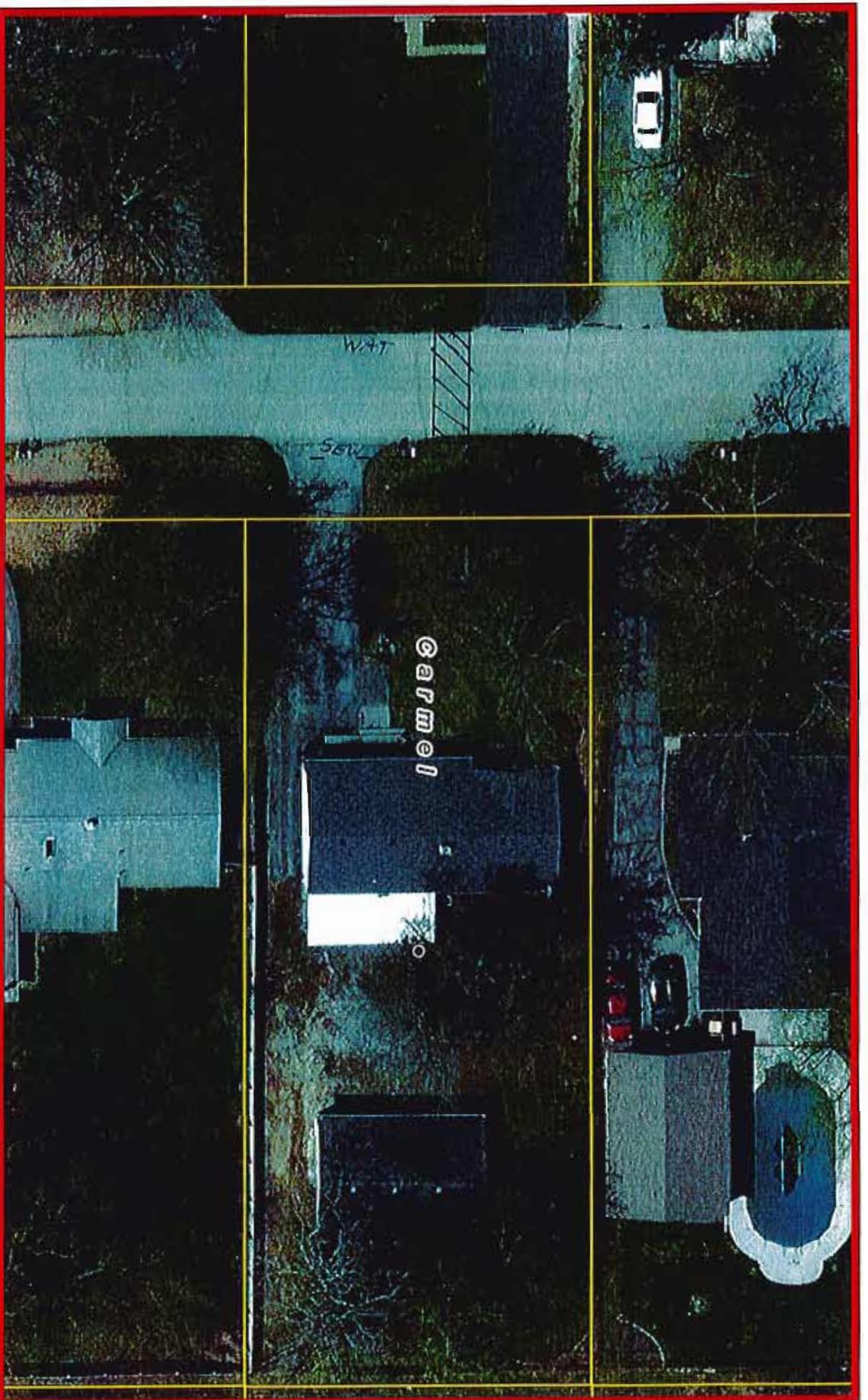
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage during the duration of the work. Traffic shall be maintained at all times during the restrictions.
- Any damage to the existing 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-831 Auman West.docx

Hamilton County, Indiana



February 12, 2020

Parcels

Corporate Limits (Label)

Corporate Limits (Outline)

Map Date
Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

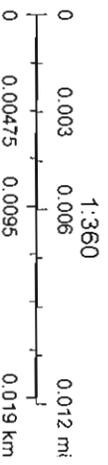
CICERO

FISHERS

NOBLESVILLE

SHERIDAN

WESTFIELD



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.

Author: Hamilton County

531
Pine
Drive
NW