

Board of Public Works and Safety Meeting
Agenda
Wednesday, April 1, 2020 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the March 18, 2020, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Award for 2020 Paving; Dave Huffman, Street Commissioner**

3. PERFORMANCE RELEASE APPROVAL REQUESTS

- a. **Resolution BPW-04-01-20-05; Cooper Run; Right of Way/Common Area Walk/Curbs/Paving; Pulte Homes**
- b. **Resolution BPW-04-01-20-06; Jackson's Grant Section 1B; Signs; Jackson's Grant Real Estate Company**
- c. **Resolution BPW-04-01-20-07; Albany Place 1 & 2; Pond Stabilization/Erosion Control; Platinum Properties**
- d. **Resolution BPW-04-01-20-08; Sanctuary Section 6; Right of Way; Sanctuary Project 1, LLC**
- e. **Resolution BPW-04-01-20-09; Midtown Carmel Apartments; Right of Way/Storm Sewer/Erosion Control; Sanctuary Project 1, LLC**

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; The Mirazon Group, LLC; (\$31,008.00); Datacore Licenses; Timothy Renick, Director of Information and Communication Systems**
- b. **Request for Purchase of Goods and Services; Indiana University Health; Renewal of Affiliation Agreement; Chief David Haboush, Carmel Fire Department**
- c. **Request for Purchase of Goods and Services; Wilkinson Brothers, Inc; (\$135,000.00); Graphic Design & Creative Marketing Services; Nancy Heck, Director of the Department of Community Relations**
- d. **Request for Purchase of Goods and Services; Moser Consulting, Incorporated; (\$20,000.00); Consulting Fees; Timothy Renick, Director of Information and Communication Systems**
- e. **Request for Purchase of Goods and Services; Rob Derocker & Associates; (\$140,000.00); Public Relations; Nancy Heck, Director of the Department of Community Relations**
- f. **Request for Purchase of Goods and Services; Artists Development Company, LLC; (\$47,350.00); Booking Entertainment Fee and Performance for Events; Nancy Heck, Director of the Department of Community Relations**
- g. **Request for Purchase of Goods and Services; ZCM Freight Services, Inc; (\$124,875.00); Training Center Project; Chief David Haboush, Carmel Fire Department**

- h. **Request for Purchase of Goods and Services; Morphey Construction, Inc; (\$2,080,000.00); Range Line Road Streetscape – Proscenium Streetscape – Construction; Jeremy Kashman, City Engineer**
- i. **Resolution BPW 04-01-20-01; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant Program Agreement; The Great American Songbook Foundation; (\$160,000.00); Mayor James Brainard**
- j. **Resolution BPW 04-01-20-02; A Resolution of the City of Carmel Board of Public Works Acknowledging Agreement Between Owner and Contractor; Muniservices, LLC; Amendment #2 to Professional Services Agreement; Mayor James Brainard**
- k. **Request for Purchase of Goods and Services; Crossroad Engineers, PC; Range Line LPA Consulting Contract; (\$408,700.00); 116th St. and Guilford Road/116th and College Ave Roundabout Construction; Jeremy Kashman, City Engineer**
- l. **Request for Purchase of Goods and Services; Indy Trolley, LLC; (\$29,420.00); Trolley Services for 2020 Events/Valentine’s Meet Me on Main Event; Nancy Heck, Director of the Department of Community Relations**

5. OTHER

- a. **Request for Performance Bond Amount Reduction; Albany Place Section 2; Ed Fleming, Platinum Properties**
- b. **Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restriction; Fuse Replacements; Various Locations; Nicole Halbert, Duke Energy**
- c. **Request for New Curb Cut/Curb Cut Vacation/Alley Variance; 12435 North Meridian – Hamilton Crossing; Stu Huckelberry, Lennar**
- d. **Resolution BPW 04-01-20-03; A Resolution Requesting Dedication of Certain Infrastructure or Other Impact Zone Improvements in Lieu of and as a Credit Against the Payment of Parks and Recreation Impact Fees (“PRIF”) and Approving a PRIF Credit Agreement; Henry Mestetsky, Executive Director of the Carmel Redevelopment Commission**
- e. **Resolution BPW 04-01-20-04; A Resolution Requesting Dedication of Certain Infrastructure or Other Impact Zone Improvements in Lieu of and as a Credit Against the Payment of Parks and Recreation Impact Fees (“PRIF”) and Approving a PRIF Credit Agreement; Henry Mestetsky, Executive Director of the Carmel Redevelopment Commission**

6. ADJOURNMENT

**Board of Public Works and Safety Meeting
Minutes
Wednesday, March 18, 2020 – 10:00 a.m.
Council Chambers City Hall One Civic Square**

MEETING CALLED TO ORDER

Board Member Lori Watson called the meeting to order at 10:15 a.m.

MEMBERS PRESENT

Mayor James Brainard was present via conference call, Board Member Lori Watson, City Clerk Sue Wolfgang and Deputy Clerk Jacob Quinn were present.

Board Member Mary Ann Burke was not present.

MINUTES

Minutes from the March 4, 2020, Special Meeting were approved 2-0.

BID/QUOTE OPENINGS AND AWARDS

Bid Award for Range Line Road Streetscape/Proscenium Streetscape – Project 16-ENG-70; *Kate Lustig, Engineering Department, recommended awarding the bid to Morphe Construction as they were the lowest and most responsive bidder. Board Member Watson moved to award the bid to Morphe Construction in the amount of \$2,080,000.00. Mayor Brainard seconded. Request approved 2-0.*

Quote Opening for 2020 Topiaries; Board Member Watson opened the quotes and read them aloud:

<u>Contractor</u>	<u>Quote</u>
Brightview	\$14,534.76
Engledow	\$30,950.00

Bid Opening for 2020 Paving; Board Member Watson opened the Bids and read them aloud:

<u>Contractor</u>	<u>Bid</u>
Rieth-Riley	\$3,709,572.60
Harding Group	\$3,313,554.51
Milestone	\$3,681,000.89
E&B Paving	\$3,817,702.56

PERFORMANCE RELEASE APPROVAL REQUESTS

Resolution BPW-03-18-20-02; Worldwide Motors; Erosion Control; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-03-18-20-03; Blackwell Park Phase 2; Streets; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-03-18-20-04; Ashmoor PUD; Erosion Control; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW-03-18-20-05; Jackson's Grant Section 4; Common Walk/Signs; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

CONTRACTS

Request for Purchase of Goods and Services; Dolan Consulting Group, LLC; (\$45,000.00); Traffic Survey; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Resolution BPW 03-18-20-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Receipt of Contract; Brookshire Pool Club, Inc; (\$34,025.00); Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; The Davey Tree Expert Company; (\$18,448.00); Chemical Application; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Skillsoft Corporation; (\$3,250.00); Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Applied Concepts, Inc; (\$38,360.00); Dual – 2 Antenna Radar System and Shipping; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Courtesy Ford Motors, LLC; (\$865,618.72); 2020 Ford Police Interceptor AWD SUV/SUV K-9; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Blunk Safety Systems, Inc; (\$171,995.52); Vehicle Emergency Lighting, Utility Cabinets; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Hood's Gardens, Inc; (\$22,552.50); Hanging Baskets; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Sanitary Sewer Easement Agreement; Stephen and Jacqueline P. Delaplane; 5186 Briarwood Trail; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

REQUEST TO USE CITY STREETS/PROPERTY

All Items Under this section were TABLED.

- a. *Request to Use/Close City Streets; 2020 Donut 5K; December 19, 2020; 8:30 a.m. – 9:40 a.m.; Todd Oliver, Carmel Road Racing Group*
- b. *Request to Use/Close City Streets and Sophia Square; Plein Air Paint Out Competition; September 18-20, 2020; 7:00 a.m. – 5:00 p.m.; Meg Gates Osborne, City of Carmel*
- c. *Request to Use Council Chambers; District 05 Candidate Forum and Climate and Clean Energy; April 13, 2020; 6:00 p.m. – 9:00 p.m.; James A Grimes, Citizens' Climate Lobby*

- d. *Request to Use Caucus Room; City of Carmel Mooncake Festival; March 25, April 20, May 20, June 15 and July 13, 2020; 5:30 p.m. – 6:30 p.m.; Meg Gates Osborne, City of Carmel*
- e. *Request to Use Center Green; Celebration of the Chinese Mooncake Festival; August 8, 2020; 2:00 p.m. – 10:00 p.m.; Meg Gates Osborne, City of Carmel*
- f. *Request to Use Veterans Plaza/Reflecting Pool; City of Carmel Memorial Day Ceremony; May 22, 2020; 7:00 a.m. – 11:00 a.m.; Meg Gates Osborne, City of Carmel*
- g. *Request to Use Center Green; City of Carmel Holocaust Remembrance Ceremony; April 24, 2020; 9:00 a.m. – 3:00 p.m.; Meg Gates Osborne, City of Carmel*
- h. *Request to Use Council Chambers; Educational and Inspirational Community Seminar; May 12, 2020; 12:00 p.m. – 9:00 p.m.; Success Strategies Seminars*
- i. *Request to Use/Close City Streets; RUN (317) Carmel; September 3, 2020; 1:00 p.m. – 9:30 p.m.; Zach Campton, Vision Event Management*

OTHER

Request for Parking Restrictions; Savor Restaurant – 211 W Main Street; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Lane Restrictions/Sidewalk Closures; 111 & 401 West Main Street – City Center Project; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; Guilford Road and Main Street to Grand Blvd; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

Request for New Curb Cut/Curb Cut Vacation; 12435 North Meridian – Hamilton Crossing; Mayor Brainard moved to approve. Board Member Watson seconded. Request approved 2-0.

ADJOURNMENT

Board Member Watson adjourned the meeting at 10:25 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: March 25, 2020
Resolution No: BPW-04-01-20-05

From: CITY ENGINEER

Principal: **PULTE HOMES**

Surety: **RLI INSURANCE**

Board Members:

I have conducted final inspection at **COPPER RUN** for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
RIGHT OF WAY	268011564	\$103,490.00
COMMON AREA WALK	CMS331413	\$55,080.00
CURBS	CMS331416	\$45,174.25
PAVING	CMS331415	\$321,977.00

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

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

<u>ITEM</u>	<u>AMOUNT</u>
RIGHT OF WAY	\$10,349.00
COMMON AREA WALK	\$5,508.00
CURBS	\$6,776.14
PAVING	\$48,296.55

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 1ST day of April, 2020, that the listed Performance Guarantee for the **COPPER RUN** 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

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

Date: March 25, 2020
Resolution No: BPW-04-01-20-06

From: CITY ENGINEER

Principal: JACKSON'S GRANT REAL ESTATE COMPANY, LLC

Surety: STANDARD FINANACIAL CORP.

Board Members:

I have conducted final inspection at Jackson's Grant Section 1B for the following improvements:

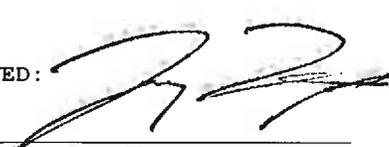
<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Signs	LOC 1205JG1B	\$6,845.52

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

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

<u>ITEM</u>	<u>AMOUNT</u>
Signs	\$684.55

APPROVED:


Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 1st day of April, 2020, that the listed Performance Guarantee for the Jackson's Grant Section 1B 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

To: Board of Public Works and Safety
City of Carmel, Indiana Date: March 25, 2020
Resolution No: BFW-04-01-20-07

From: CITY ENGINEER

Principal: PLATINUM PROPERTIES MANAGEMENT COMPANY, LLC

Surety: GREAT AMERICAN INSURANCE CO.

Board Members:

I have conducted final inspection at Albany Place 1 & 2 for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
POND STABILIZATION	2982049	\$10,000.00
EROSION CONTROL (COMMON AREA)	2982048	\$3,750.00

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

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

<u>ITEM</u>	<u>AMOUNT</u>
POND STABILIZATION	\$1,000.00
EROSION CONTROL (COMMON AREA)	\$375.00

APPROVED:


Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 1ST day of April, 2020, that the listed Performance Guarantee for the Albany Place 1 & 2 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

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

Date: March 25, 2020
Resolution No: BPW-04-01-20-08

From: CITY ENGINEER

Principal: SANCTUARY PROJECT 1, LLC

Surety: PHILADELPHIA INDEMNITY INSURANCE CO.

Board Members:

I have conducted final inspection at Sanctuary Section 6 for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
RIGHT OF WAY	PB11328100042	\$245,697.20

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

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

<u>ITEM</u>	<u>AMOUNT</u>
RIGHT OF WAY	\$36,854.55

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 1ST day of April, 2020, that the listed Performance Guarantee for the Sanctuary Section 6 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

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

Date: March 24, 2020

Resolution No: BPW-04-01-20-09

From: CITY ENGINEER

Principal: MIDTOWN CARMEL APARTMENTS, LLC

Surety: FIRST MERCHANTS BANK

Board Members:

I have conducted final inspection at MIDTOWN CARMEL APARTMENTS for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
RIGHT OF WAY	3456684	\$332,620.00
STORM SEWER	3456633	\$93,325.00
EROSION CONTROL	3456676	\$11,548.00

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:

Reimbursement to the City of Carmel \$4,854.50 for concrete work performed to facilitate construction traffic.

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>
Right of Way	\$33,262.00
Storm Sewer	\$9,332.50
Erosion Control	\$1,154.80

APPROVED:



Jeremy Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 1st day of April, 2020, that the listed Performance Guarantee for the MIDTOWN CARMEL APARTMENTS as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 44-632.02 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Thirty One Thousand Eight Dollars (\$31,008.00) (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 One Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor: The Mirazon Group, LLC
1640 Lyndon Farm Court
Suite 102
Louisville, Kentucky 40223

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~~2018~~ 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. **IRAN CERTIFICATION**
Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.
28. **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.
29. **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

The Mirazon Group, LLC

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

Karen Speake Albers
Printed Name

Partner
Title

FID/TIN: 61-1363720

Last Four of SSN if Sole Proprietor: _____

Date: 3/24/2020

Miraz n

Additional Datacore Capacity 2020

Quote # 016242
Version 2

Prepared for:

City of Carmel

Rebecca Chike
RChike@carmel.in.gov

Exhibit

A
10/14

KSA

Mirazon

Friday, March 06, 2020

City of Carmel
Rebecca Chike
31 1st Avenue N.W.
Carmel, IN 46032
RChike@carmel.in.gov

Dear Rebecca,

Thank you for considering us to help you with your IT project. We've been supporting organizations like yours since 2000, and we've honed our solutions and processes with your best interests in mind. In order to make this project as successful as possible, we carefully considered your specific challenges, objectives and goals, then custom sized a solution.

Any time we work with you, we aim to:

- Reduce the implementation time of your projects
- Lower your total cost of implementing great technology
- Keep your goals and objectives top of mind
- Solve real problems
- Be transparent with you about our process and solutions
- Provide above and beyond customer service
- Minimize infrastructure complexity
- Recommend the right technology for you at the right cost

Customer service is always top of mind here at Mirazon and we are confident that we will deliver you superior results. We appreciate your business and always look forward to working with you.

Kind regards,

Brian McCleskey
Systems Engineer
The Mirazon Group, LLC

Miraz n

Products

Description	Unit Price	Qty	Ext. Price
Datacore SDS EN Edition Perpetual License plus 1-Year Support & SUS (100-249TB)	\$646.00	48	\$31,008.00
Subtotal:			\$31,008.00

Mirazon

Additional Datacore Capacity 2020

Prepared by:
The Mirazon Group, LLC
Brian McCleskey
317.697.3989
Fax (502) 240-0409
brian.mccleskey@mirazon.com

Prepared for:
City of Carmel
31 1st Avenue N.W.
Carmel, IN 46032
Rebecca Chike
(317) 571-2567
RChike@carmel.in.gov

Quote Information:
Quote #: 016242
Version: 2
Delivery Date: 03/06/2020
Expiration Date: 04/03/2020

Quote Summary

Description	Amount
Products	\$31,008.00
Total:	\$31,008.00

Leasing Option Available Upon Request

Mirazon offers leasing services for projects of any size including hardware, software, and professional services. Terms as short as 12 months are available. Sample Lease Rate for 36-Month Term: \$20,000 total project = \$641 per month, \$0 down, \$1 buyout at lease end. Leasing quote is subject to credit approval and rates are subject to change. Contact your Mirazon representative for more information.

Orders Exceeding \$10,000

If the total product costs exceed \$10,000 or you do not have an established credit history with The Mirazon Group, full payment must be received before the product order will be placed. For clients that have a good credit history with The Mirazon Group, full payment will not need to be received before ordering unless the total product costs exceed \$20,000.

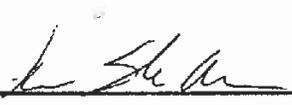
Payment Options

Payment may be made by check (made payable to The Mirazon Group) or by MasterCard, Visa or American Express (3% credit card processing fee will be added to the invoice amount).

For a detailed list of all Terms and Conditions, please reference the Appendix page within the PDF version of your quote, including, but not limited to, Appendix A-Terms and Conditions and Master Service Agreement.

The Mirazon Group, LLC

City of Carmel

Signature: 
Name: Karen Albers
Title: Partner
Date: 03/06/2020

Signature: _____
Name: Rebecca Chike
Date: _____

KSA

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

KSA

EXHIBIT D

AFFIDAVIT

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by The Mirazon Group, LLC (the "Employer") in the position of Partner.
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 24 day of March, 2020

Karen Speaker Albers
Printed: Karen Speaker Albers

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.

Karen Speaker Albers
Printed: Karen Speaker Albers

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103849

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
3/6/2020			365242	Additional Datacore Licenses

MIRAZON GROUP **ICS**
VENDOR 1640 LYNDON FARM COURT SUITE 102 **SHIP TO 3 Civic Square**
Carmel, IN 46032-
LOUISVILLE, KY 40223 - **Timothy Renick (317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
44981				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-632.02

48 Each	Datacore Licenses	\$646.00	\$31,008.00
		Sub Total	\$31,008.00

Send Invoice To:

ICS

Quote No. 016242

Timothy Renick

3 Civic Square

Carmel, IN 46032-

(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				PAYMENT \$31,008.00

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
Director

TITLE



James Crider
Director of Administration

CONTROLLER

CONTROL NO. 103849



Indiana University Health

RENEWAL OF AFFILIATION AGREEMENT

This serves as a renewal of the Affiliation Agreement (the “Agreement”) between Indiana University Health and Carmel Fire Department that was executed on or about July 17, 2019. The Agreement sets forth the guidelines for placement of students in the agency for EMT-B Program. The term of this Agreement is hereby extended until June 30, 2021. The terms of this Agreement will be reviewed on or before June 30, 2021.

INDIANA UNIVERSITY HEALTH
(IUH Facility: North)

By: Mark H Mattes Date 03/20/2020
Mark Mattes, JD
Executive Director, Academic Affairs

CITY OF CARMEL, BY AND THROUGH ITS
BOARD OF PUBLIC WORKS & SAFETY

By: _____ Date _____
James Brainard, Presiding Officer

By: _____ Date _____
Mary Ann Burke, Member

By: _____ Date _____
Lori S. Watson, Member

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 Wilkinson Brothers, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-590.03 and 43-593.00 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 Hundred Thirty Five Thousand Dollars (\$135,000.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within 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 One Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	-------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------------

If to Vendor:	Wilkinson Brothers, Inc. PO Box 235 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, 2018 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. IRAN CERTIFICATION

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

28. 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.

29. 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:

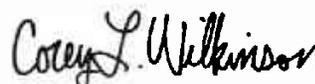
CITY OF CARMEL, INDIANA

Wilkinson Brothers, Inc.

by and through its Board of Public
Works and Safety

By:

By:



James Brainard, Presiding Officer
Date: _____

Authorized Signature

Corey L. Wilkinson

Mary Ann Burke, Member
Date: _____

Printed Name

Owner

Lori S. Watson, Member
Date: _____

Title

FID/TIN: 30-0410613

ATTEST:

Last Four of SSN if Sole Proprietor: _____

Date: March, 16, 2020

Sue Wolfgang, Clerk
Date: _____



2020 SCOPE OF SERVICES for Wilkinson Brothers, Inc.

To:
City of Carmel
One Civic Square
Carmel, IN 46032

SCOPE OF SERVICES FOR CREATIVE MARKETING, GRAPHIC DESIGN & PRODUCTION

This document outlines the projected professional services that will be provided to the City of Carmel for graphic design & marketing materials including, but not limited to:

- City of Carmel Advertising
- City of Carmel Event Promotion
- City Newsletters
- City of Carmel Promotional Materials
- Branding and Logo Development
- Carmel Arts & Design District Web Updates/Promotion
- Environmental Graphics
- Copywriting/Conceptual Campaigns

ANNUAL BUDGET: Not to exceed \$135,000

Should our work require less than the above total, we will only bill for work completed. This number is based on several previous years of annual averages for similar production as well as forthcoming projects planned by the City.

COST NOTES:

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

PAYMENT TERMS:

Payment will be requested as work is completed throughout the year.

Thank you for allowing us to serve the City of Carmel and its community!

Wilkinson Brothers, Inc.
31 B S. Range Line Road
Carmel, IN 46032
corey@wilkinsonbrothers.com

Exhibit

A
1 of 1

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

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

Property damage, contractual liability, products-completed operations:

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

Personal & Advertising Injury

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

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Corey Wilkinson, 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 Wilkinson Brothers, Inc. (the "Employer")
in the position of Owner.
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 16th day of March, 2020.

Corey L. Wilkinson

Printed: Corey L. Wilkinson

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.

Corey L. Wilkinson

Printed: Corey L. Wilkinson

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

103808

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
2/21/2020			358230	PROFESSIONAL SERVICES: CREATIVE MARKETING, GRAPHIC DESIGN & PRODUCTION
WILKINSON BROTHERS VENDOR PO BOX 235 FISHERS, IN 46038 -		Community Relations SHIP TO 1 Civic Square Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
44574				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each	GRAPHIC DESIGN & CREATIVE MARKETING SERVICES	\$70,000.00	\$70,000.00
		Sub Total	\$70,000.00

Account: 43-593.00

1 Each	GRAPHIC DESIGN & CREATIVE MARKETING SERVICES	\$65,000.00	\$65,000.00
		Sub Total	\$65,000.00



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

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

\$135,000.00

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

ORDERED BY

Nancy S. Heck

James Crider

Nancy Heck
Director

James Crider
Administration

TITLE

CONTROLLER

CONTROL NO. 103808

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and (hereinafter "Professional").

RECITALS

WHEREAS City owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, City needs professional assistance in fulfilling its foregoing responsibilities; and

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

WHEREAS, City desires to engage Professional as an independent contractor for the purpose of providing to City the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, City and Professional mutually agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2 SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that City may, from time to time, request Professional to provide additional or modified Services to City. When City desires additional Services from Professional, the City shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to City. A copy of the City's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by City.
- 2.3 Time is of the essence of this Agreement.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 43-404.00 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with City its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Twenty Thousand Dollars (\$20,000.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

Moser Consulting, Incorporated
Information Systems Department - 2020
Appropriation #43-404.00; P.O.#103407
Contract Not To Exceed \$20,000.00

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2020, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination

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

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

Moser Consulting, Incorporated
Information Systems Department - 2020
Appropriation #43-404.00; P.O.#103407
Contract Not To Exceed \$20,000.00

7.5 Insurance

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

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

Moser Consulting, Incorporated
Information Systems Department - 2020
Appropriation #43-404.00; P.O.#103407
Contract Not To Exceed \$20,000.00

7.13 Notice

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

CITY:

City of Carmel
Information Systems Department
31 1st Avenue NW
Carmel, Indiana 46032

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

PROFESSIONAL:

Moser Consulting, Incorporated
6220 Castleway West Drive
Indianapolis, Indiana 46250

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

Moser Consulting, Incorporated
Information Systems Department - 2020
Appropriation #43-404.00; P.O.#103407
Contract Not To Exceed \$20,000.00

7.18 Entire Agreement

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

7.19 Representation and Warranties

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

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

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

7.23 Personnel

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

7.24 Records and Inspections

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

Moser Consulting, Incorporated

Information Systems Department - 2020

Appropriation #43-404.00; P.O.#103407

Contract Not To Exceed \$20,000.00

7.25 Accomplishment of Project

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

7.26 Debarment And Suspension

7.26.1 The Professional 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 Professional.

7.26.2 The Professional 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 Professional shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

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

7.28 IRAN CERTIFICATION.

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

(remainder of page intentionally left blank)

Moser Consulting, Incorporated
Information Systems Department - 2020
Appropriation #43-404.00; P.O.#103407
Contract Not To Exceed \$20,000.00

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

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

Moser Consulting, Incorporated

BY:

BY:

James Brainard, Presiding Officer
Date: _____

DocuSigned by:
Tyron S. Moser
10A1F38C4690426

Authorized Signature

Printed Name: Tyron S. Moser

Mary Ann Burke, Member
Date: _____

Title: President / CEO

FID/TIN: 35-1975338

Last Four of SSN if Sole Proprietor: N/A

Lori S. Watson, Member
Date: _____

Date: 3/17/2020

ATTEST:

Sue Wolfgang, Clerk
Date: _____

Moser Consulting Company Profile

Founded in 1996, Moser Consulting, Inc. is an Indianapolis-based technology company focused on delivering solutions from the following 7 Practice Areas:

- Data & Analytics
- Application Development
- Managed Services
- Enterprise Data Services
- System & Cloud Services
- Learning Services
- Business Services

Moser has now expanded to three physical locations, including two Indianapolis offices and one in Baltimore MD.

Moser is a corporate ally and we consistently strive to both meet and exceed the goals of our clients. Moser Consulting maintains a certified, highly experienced technical staff that reduces a client's total cost of building, implementing and maintaining their environment and applications. Because Moser has a high retention rate in this marketplace, Moser can provide clients with the continuity and quality of service desired.

Due to our client and employee satisfaction, Moser Consulting has been recognized by many external companies and groups for excellence in the IT field. Having been ranked a Top Place to Work by the Indiana Chamber of Commerce for the past seven years, Moser was awarded the #1 Best Place to Work in 2019. In 2016, TechPoint identified Moser as the runner-up for corporate culture in Indiana amongst competing technology companies. At the same time, Moser Consulting was named the best place to work in Baltimore by the Baltimore Business Journal, attracting top IT professionals to our company. The CIO Review Magazine also named Moser among the top 100 national Most Promising Big Data Solution Providers in 2015.

Exhibit

A
10/5



CONCENTRATED ON TECHNOLOGY.
FOCUSED ON RESULTS.

Awards

- 2019 Best Places to Work in Indiana - #1 Medium Company
- 2018 Best Places to Work in Indiana - #4 Medium Company
- 2017 Best Places to Work in Indiana - #19 Medium Company
- 2016 Indy Star Top Workplaces, #13 Small Category
- 2016 Techpoint MIRA Award: Corporate Culture Runner Up
- 2016 Best Places to Work in Indiana - #5 in Medium Company
- 2016 Baltimore Business Journal Best Places to Work, #1 Midsize
- 2015 100 Most Promising Big Data Solutions Providers CIO Review Magazine, 2015
- 2015 Top Workplaces, The Baltimore Sun Media Group, #2 Small Size
- 2015 Best Places to Work in Indiana List, #13 Medium company
- 2014 Top Workplaces, The Baltimore Sun Media Group, #4 Small Size
- 2014 Best Places to Work in Indiana, #5 Medium company
- 2014 The Baltimore Sun #1 Top Workplace for Employee Appreciation
- 2013 Best Places to Work in Indiana List, #5 small company



Exhibit A
2015

Services Provided For This Engagement

Included as part of this engagement, Moser will provide Tier One (1) Support and System Administration as a Service to the City of Carmel to assist in managing and supporting its desktop support needs including the SMTP Printer project, as well as supporting Carmel's Windows and Office 365 environments. Moser's Managed Services Support team has extensive knowledge in various system administration tools, network trouble shooting, infrastructure setup and management, configuration management, including performance tuning, upgrades, cloud migrations, Office 365 and patch management.

Moser's System Administration as a Service is designed to give the City of Carmel complete peace of mind when it comes to reliability, scalability, performance and efficiency of its Windows environment. From staff augmentation, to project consulting and network/system support, our dedicated managed services team of experienced administrators can help the City of Carmel plan, implement, and manage its current and future Windows environments.

Tier One (1) Support Services

As part of this engagement Moser will provide a Tier One (1) desktop support specialist to assist the City of Carmel in updating the SMTP string on their Multi-Function Printers (MFP) across its various branch offices.

System Administration as a Service (Windows Admin)

The Moser System Administration as a Service is designed to be an extension of the City of Carmel's technical support team. Services Included but not limited to as part of the System Administration as Service:

- Provide Tier 2/3 support for the City of Carmel
- Assist in maintaining Windows and Office 365 servers and enterprise storage systems.
- Collaborate with the City of Carmel in the architecture and implementation of any new servers and infrastructure equipment.
- Contribute in the support and maintenance of any existing Windows and/or Office 365 network and infrastructure.
- Work with the City of Carmel to develop strategies to manage network and system growth.
- Provide technical support for City of Carmel's Windows environment and technicians as necessary to resolve problems.
- Monitor the performance of systems, services and processes to maintain the Windows system stability.
- Develop, document and implement standards and procedures related to Windows network administration.
- Provide implementation and post implementation support for network and system enhancements.

Exhibit

A
30/5



CONCENTRATED ON TECHNOLOGY.
FOCUSED ON RESULTS.

Assumptions

- Prior to the engagement, client will provide security clearance, system access and passwords that are appropriate for this engagement.
- Client will provide a suitable work area (cube, chair, etc.) for the Moser resource while onsite.
- Client will assign a key contact that Moser can escalate issues and/or information requests.
- Changes to the requirements for deliverables, scope or analysis activities may constitute a new Statement of Work to be issued.
- Work shall be delivered via a combination of onsite interaction and remote analysis.

Engagement Protocol

In addition to the professional consultant team support defined, Moser will provide an Engagement Manager (EM) to assist in engagement governance and communication. The Moser EM is responsible for working with our client to be the first point of contact with regard to services requested, completed and/or escalated and communicated under this SOW and Master Services Agreement. For this engagement, they will also serve as the Trusted Advisor to the City of Carmel.

Assigned Resources and Effort

Title/Resource	Estimated Effort
Engagement Manager – Jim Timberman	N/A
Sr. Consultant - Windows Admin	8 Hrs. / Weekly
Consultant – Desktop Support Specialist	25 Hrs. – 40 Hrs.

Rate(s)

Title/Resource	Discounted Rate	Moser Published Rate
Windows Admin	\$ 105.00 / hr *	\$ 135.00 / hr
Desktop Support Specialist	\$ 95.00 / hr *	\$ 115.00 / hr

*Discounted rate. Approved by Managing Director.

Exhibit A
405



CONCENTRATED ON TECHNOLOGY.
FOCUSED ON RESULTS.

Managed Services – Time & Materials Fees

Statement of Work to be billed as Time & Materials (T&M) at a rate identified in the RATE(S) section. It is estimated that the level of effort for the print services and setup needs will be between 25 – 40 hours.

The System Administration as a Service is estimated for eight (8) hours weekly of on-site support. Specific tasks and work to be performed will be allocated and assigned by the City of Carmel IT management. The service will be set for a period of three (3) months. Following the initial three (3) month term, the contract will convert to a month to month term requiring a thirty (30) days notice of termination. The City of Carmel has the opportunity to flex outside of the estimated effort based on actual needs and will be billed on a time and materials basis for all additional hours above the estimated effort per the table in the Rate(s) section above. The Moser EM will work with the City of Carmel IT Leadership to understand and plan for upcoming efforts as requested.

Exhibit A
 505



CONCENTRATED ON TECHNOLOGY.
FOCUSED ON RESULTS.

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

Tyron S. Moser

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

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by _____ (the "Employer")
in the position of President / CEO.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 17 day of March, 2020.

DocuSigned by:

 1001F25C3C90420 _____

Printed: Tyron S. Moser

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.

DocuSigned by:

 1001F25C3C90420 _____

Printed: Tyron S. Moser

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

103407

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
12/10/2019			373762	Consulting

MOSER CONSULTING INC **ICS**
VENDOR 6220 CASTLEWAY WEST DR **SHIP TO 31 1st Avenue N.W.**
INDIANAPOLIS, IN 46250 - **Carmel, IN 46032-**
Timothy Renick (317) 571-2576

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42389				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund

Account: 43-404.00

1 Each	Consulting fees	\$20,000.00	\$20,000.00
		Sub Total	\$20,000.00



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
------------	---------	---------	-----------------	--------

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.

ORDERED BY

PAYMENT

\$20,000.00

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

Timothy Renick

James Crider

Timothy Renick
Director

James Crider
Administration

TITLE

CONTROL NO. 103407

CLERK-TREASURER

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 Rob Derocker & Associates., 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 43-404.01 and 43-593.00 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 Hundred Forty Thousand Dollars (\$140,000.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

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

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

6. **DISCLOSURE AND WARNINGS:**

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

7. **LIENS:**

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

8. **DEFAULT:**

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

9. **INSURANCE AND INDEMNIFICATION:**

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

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

10. **GOVERNMENT COMPLIANCE:**
Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.
11. **NONDISCRIMINATION:**
Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.
12. **E-VERIFY:**
Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.
13. **NO IMPLIED WAIVER:**
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.
14. **NON-ASSIGNMENT:**
Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.
15. **RELATIONSHIP OF PARTIES:**
The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement

16. **GOVERNING LAW; LAWSUITS:**

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

17. **SEVERABILITY:**

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

18. **NOTICE:**

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

If to City:	City of Carmel Department of Community Relations 1 Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	------------------------------------------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------------

If to Vendor:	Rob Derocker & Associates 3 Warner Lane Tarrytown, New York 10591
---------------	-------------------------------------------------------------------------

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

Rob Derocker & Associates

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: _____

ATTEST:

Last Four of SSN if Sole Proprietor: _____

Date: 2/20/20

Sue Wolfgang, Clerk

Date: _____

ROB DEROCKER & ASSOCIATES

**3 WARNER LANE
TARRYTOWN, NY 10591
917-658-4653**

December 17, 2019

The Honorable James Brainard, Mayor
City of Carmel
One Civic Square
Carmel, IN 46032

Re: **Scope of Services for Public Relations Services
on behalf of the City of Carmel, IN
Jan. 1, 2020 - December 31, 2020**

Dear Mayor Brainard:

Continuing our fruitful engagement of promotion of Carmel in the national and international media, here is the projected scope of services for 2020:

Program Elements

To accomplish the overarching goal of positive regional, national and even international exposure for Carmel, the tactics and activities carried out in the program will include the following:

- a) Press visits to Carmel
- b) Media tours for the Mayor and/or other relevant Carmel spokespeople in major media centers (e.g., Chicago, New York, Washington, Los Angeles, San Francisco).
- c) Frequent referral of media leads that come our way.
- d) Ongoing pitching of the Carmel story to the list of "most wanted media," 40-50 press outlets.

Exhibit

A
1 of 2

- e) Speaking engagements in relevant local, regional or national forums covering topics such as transportation, urban affairs, the environment, the arts, etc. as referenced above.
- f) Ongoing advice and counsel for the Mayor, his staff and other allies in the city.
- g) Face-to-face meetings for the mayor and/or other key Carmel officials, again taking advantage of travel schedules, with site selection consultants in cities with a sizable concentration of these key corporate advisors: e.g., New York, Chicago, Atlanta and Los Angeles.

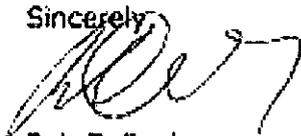
Budget, Timing and Terms

Total fees and expenses for the program will be \$140,000.

Professional fees for carrying out this program will be \$11,000 per month, or a total of \$132,000. Ordinary expenses (telephone, photocopying, overnight packages and other similar costs) will be included in the monthly fee. Extraordinary out-of-pocket travel expenses such as account staff and journalist travel will be billed separately at no mark up with appropriate documentation. Total allotment for professional and extraordinary out of pocket travel expenses will be \$8,000.

I look forward to our continued work together in promoting the remarkable City of Carmel!

Sincerely,



Rob DeRocker
President
Rob DeRocker & Associates

Exhibit A
20th

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

ROB DEROCKER & ASSOCIATES, INC.

3 WARNER LANE

TARRYTOWN, NY 10591

March 24, 2020:

To Whom it May Concern:

This is to confirm that I am the sole owner of Rob DeRocker & Associates, a public relations and marketing consultant for the City of Carmel, IN, and that the firm has no employees other than myself.

A handwritten signature in black ink, appearing to read "Rob DeRocker", written over a light blue horizontal line.

Rob DeRocker

President

Rob DeRocker & Associates

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

103691

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
1/15/2020			366912	PUBLIC RELATIONS
ROB DEROCKER VENDOR 3 WARNER LANE TARRYTOWN, NY 10591 -		Community Relations SHIP TO 1 Civic Square Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43523				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

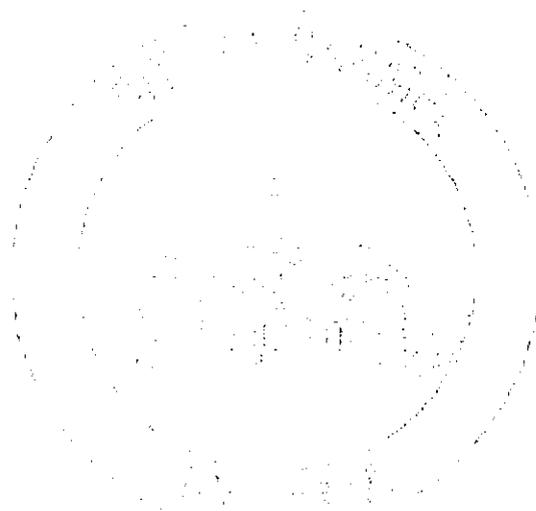
Department: 1203 Fund: 101 General Fund

Account: 43-404.01

1 Each	PUBLIC RELATIONS	\$125,000.00	\$125,000.00
		Sub Total	\$125,000.00

Account: 43-593.00

1 Each	PUBLIC RELATIONS	\$15,000.00	\$15,000.00
		Sub Total	\$15,000.00



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$140,000.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY

Nancy S. Heck

Nancy Heck
Director

James Crider

James Crider
Administration

TITLE

CONTROLLER

CONTROL NO. 103691

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 Artists Development Company, LLC, an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

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

2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-590.03 and 43-593.00 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 Forty Seven Thousand Three Hundred Fifty Dollars (\$47,350.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within 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 One Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	-------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------------

If to Vendor:	Artists Development Company, LLC 324 W Main Street Carmel, Indiana 46032
---------------	--------------------------------------------------------------------------------

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2018 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. IRAN CERTIFICATION
Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.
28. 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.
29. 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

Artists Development Company, LLC

by and through its Board of Public
Works and Safety

By:

By:

James Brainard, Presiding Officer

Date: _____

Authorized Signature

Blair E Clark Sr

Printed Name

Mary Ann Burke, Member

Date: _____

OWNER

Title

Lori S. Watson, Member

Date: _____

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: *3/13/2020*

Sue Wolfgang, Clerk

Date: _____

**Exhibit A – Scope of Services
For Blair Clark d/b/a Artists Development Company**

Blair Clark d/b/a Artists Development Company (“ADC”) will book entertainment for the City of Carmel events detailed below for a flat fee of \$1,500 per month. ADC will remain within the budget submitted by the City of Carmel Department of Community Relations and Economic Development (“CRED Department”) for each specific event, unless ADC obtains written authorization from CRED Department prior to the event to exceed the previously budgeted amount. ADC will coordinate entertainment for CRED Department organized City of Carmel events even when no funds are allocated to pay for entertainment and performers are donating their time and talent to the event.

ADC will work with designated representatives from CRED Department, who are responsible for coordinating each event.

ADC will assist CRED Department with the following events:

- **Meet Me on Main – Entertainment for 12 events @ \$650/each = \$7,800**
- **Late Night on Main – Entertainment for 3 events @ \$3,600/each = \$10,800**
- **Music on the Monon – Entertainment for 6 events @ \$600/each = \$3,600**
- **Midday at Midtown – Entertainment for 52 events @ \$100/each = \$5,200**
- **Carmel on Canvas – Entertainment for 2 events = \$800**
- **Holiday in the Arts District - \$550 (District-wide entertainment)**
- **Misc. Event - \$600**
 - TBD

CRED Department shall provide ADC with the following information:

Event Date

Event Name

Time of events, set up and time of scheduled performances

Desired instrumentation or talent for each event

Available budget

ADC shall require that all entertainers hired to perform at City of Carmel CRED Department organized events carry a general commercial liability insurance policy with the City of Carmel as an added insured on performer’s general commercial liability policy. ADC shall provide proof of each entertainer’s insurance policy coverage with City as named insured prior to the event at which the entertainer performs.

ADC will handle all contracting, agreements, invoicing and payment with and to the entertainers. ADC will invoice the City of Carmel with itemized entertainer expenses and supporting invoices. Following City’s payment to ADC, ADC will pay entertainers and submit proof of payment to the City of Carmel CRED Department.

ADC will reserve sound and stage equipment and services for all Late Night on Main events. City will contract with and pay directly the sound and stage company.

Exhibit A
1 of 1

EXHIBIT B Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<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



Artist development does not have any employees.

Signed:
Blair E Clark Sr

3/15/2020

Owner

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

103809

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
2/21/2020			371270	BOOKING ENTERTAINMENT FEE AND PERFORMANCE FEES FOR EVENTS
ARTISTS DEVELOPMENT COMPANY		Community Relations		
VENDOR 324 W. MAIN STREET		SHIP TO 1 Civic Square Carmel, IN 46032-		
CARMEL, IN 46032 -				
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
44575				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each	BOOKING ENTERTAINMENT FEE AND PERFORMANCE FEES FOR EVENTS	\$19,600.00	\$19,600.00
		Sub Total	\$19,600.00

Account: 43-593.00

1 Each	BOOKING ENTERTAINMENT FEE AND PERFORMANCE FEES FOR EVENTS	\$27,750.00	\$27,750.00
		Sub Total	\$27,750.00

Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$47,350.00

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 APPROPRIATE SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Nancy S. Heck

Nancy Heck
Director

James Crider

James Crider
Administration

TITLE

CONTROLLER

CONTROL NO. 103809

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 ZCM Freight Services, 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 43-501.00 and 44-670.99 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Twenty Four Thousand Eight Hundred Seventy Five Dollars (\$124,875.00) (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.

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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.

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

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	-------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------------

If to Vendor: ZCM Freight Services, Inc.
124 Haywood Road
Greenwood, Indiana 46142

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, 2018 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. **IRAN CERTIFICATION**
Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

- 28. **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.

- 29. **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

ZCM Freight Services, Inc.

by and through its Board of Public
Works and Safety

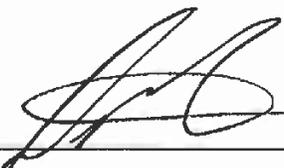
By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature

Mary Ann Burke, Member
Date: _____



Printed Name

Lori S. Watson, Member
Date: _____



Title

FID/TIN: 46 114 8860

ATTEST:

Last Four of SSN if Sole Proprietor: _____

Date: 3-16-2020

Sue Wolfgang, Clerk
Date: _____

CITY OF CARMEL FIRE DEPARTMENT TRAINING DIVISION

October 30, 2019

INVOICE 10302019

Bill To	REMIT PAYMENT
CITY OF CARMEL FIRE DEPARTMENT TRAINING DIVISION 4925 E 106TH STREET CARMEL, INDIANA ATTN MARK CROMLICH	ZCM FREIGHT SERVICES 124 HAYWOOD ROAD GREENWOOD, INDIANA 46142 ATTN DAVID W MARTIN 317-696-4722
Payment Due PRIOR TO START OF WORK Salesperson Payment Terms	THIS INVOICE IS FOR COMPLETION OF PHASE 1 LEVEL 1 OF TRAINING CENTER PROJECT

		Description	Unit Price	Discount	Line Total
1	009	Concrete work and material We will dig and prep for piers to be poured for level and stability of training area made from shipping containers.	\$4000.00		\$4,000.00
2	010	Lull fork with Boom in order to lift and move the containers in place during the build	\$2500.00		\$2500.00
4	011	SHIPPING CONTAINERS	\$14,000		\$14,000.00
gen	012	PLSMA AND TORCH CUTTING	PROJECT		\$12,500.00

ZCM FREIGHT SERVICES

124 HAYWOOD ROAD
GREENWOOD IN 46142 |
p. 317/696/4722 | zzzoe180@gmail.com

Exhibit A
1 of 4

		Description	Unit Price	Discount	Line Total
		WINDOWS AND DOOR OPENING AS PER THE SPECS PROVIDED BY THE CARMEL FIRE DEPARTMENT THIS WILL INCLUDE GRINDING ANY ROUGH EDGES This includes all equipment needed as well as job site clean up	100 HRS OF LABOR @ 125.00 PER HOUR		
Total					\$33,000

Thank you for your business!

CITY OF CARMEL FIRE DEPARTMENT TRAINING DIVISION

October 30, 2019

INVOICE 1030201920 LEVEL 2 PHASE 2

Bill To	REMIT PAYMENT
CITY OF CARMEL FIRE DEPARTMENT TRAINING DIVISION 4925 E 106 TH STREET CARMEL, INDIANA ATTN MARK CROMLICH	ZCM FREIGHT SERVICES 124 HAYWOOD ROAD GREENWOOD, INDIANA 46142 ATTN DAVID W MARTIN 317-696-4722
Payment Due PRIOR TO START OF WORK Salesperson Payment Terms	THIS INVOICE IS FOR COMPLETION OF PHASE 2 LEVEL 2 OF TRAINING CENTER PROJECT

		Description	Unit Price	Discount	Line Total
1		. phase 2 crane and lift rental	\$12,000.00		\$12,000.00
2		Welding level 1 and level 2 together with 8-inch channel steel	\$5500.00		\$5500.00
15	011	SHIPPING CONTAINERS	\$52,500.00		\$52,500.00
gen	012	PLSMA AND TORCH CUTTING WINDOWS AND DOOR OPENING AS PER THE SPECS PROVIDED BY THE CARMEL FIRE DEPARTMENT THIS WILL INCLUDE GRINDING ANY ROUGH EDGES This includes all equipment	PROJECT 175 HRS OF LABOR @ 125.00 PER HOUR		\$21,875.00

ZCM FREIGHT SERVICES

124 HAYWOOD ROAD
GREENWOOD IN 46142 |
p. 317/696/4722 | zzzoe180@gmail.com

Exhibit

A
3 of 4

		Description	Unit Price	Discount	Line Total
		needed as well as job site clean up			
Total					\$91,875.00

Thank you for your business!

Exhibit A
4 of 4

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)	Goods	Services	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

David W Martin, 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:

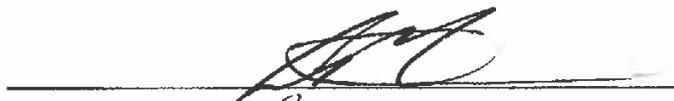
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by ZCA Freight Services (the "Employer") in the position of OWNER.
3. I am familiar with the employment policies, practices, and procedures 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 16 day of MARCH, 2020


Printed: David W. Martin

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


Printed: David W. Martin

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

103862

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
3/12/2020			373325	Finish Phase 1 and Complete Phase 2 of Container City
VENDOR		Carmel Fire Department		
124 HAYWOOD RD		2 Civic Square		
GREENWOOD, IN 46142 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45175				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 101 General Fund

Account: 43-501.00

1 Each	Phase 1 - Concrete Work, Lull Fork Boom, Labor, Plasma Per Quote 10302019	\$19,000.00	\$19,000.00
1 Each	Phase 2 - Welding, Labor, Plasma, Crane - Quote 1030201920 Level 2 Phase 2	\$39,375.00	\$39,375.00
Sub Total			\$58,375.00

Department: 1120 Fund: 102 Ambulance Capital Fund

Account: 44-670.99

15 Each	Shipping Containers - 15 - Phase 2 Per Quote 1030201920 - Level 2 Phase 2	\$3,500.00	\$52,500.00
4 Each	Shipping Containers - 4 - Quote 10302019 - Phase 1	\$3,500.00	\$14,000.00
Sub Total			\$66,500.00



Send Invoice To:
Carmel Fire Department

2 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

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.

ORDERED BY

PAYMENT

\$124,875.00

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

Denise Snyder

Janice P

Denise Snyder

Accreditation/Budget Administrator

TITLE

CLERK-TREASURER

CONTROL NO. 103862

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 Morphey Construction, 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 2016 COIT Bond funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards. Vendor will not perform any of the Services detailed in Exhibit A prior to obtaining a written Notice to Proceed from the City. Upon receiving a Notice to Proceed, the Vendor shall perform only those Services specifically detailed in the Notice. If the Vendor desires clarification of the scope of any Notice to Proceed, the Vendor shall obtain such clarification from the City in writing, prior to performing the service set forth in the Notice to Proceed. Any services performed without the City's prior express written authorization will not be compensated.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Two Million Eighty Thousand Dollars (\$2,080,000.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within 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 pursuant to or as part of that certain City of Carmel Engineering Department Bid Proposal Package for "Project No. 16-ENG-70 Range Line Road Streetscape/Proscenium Streetscape" received by the City of Carmel Board of Public Works and Safety on or about March 4, 2020, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose

5. **TIME AND PERFORMANCE:**

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

6. **DISCLOSURE AND WARNINGS:**

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

7. **LIENS:**

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

8. **DEFAULT:**

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

9. **INSURANCE AND INDEMNIFICATION:**

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. **GOVERNING LAW; LAWSUITS:**

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

17. **SEVERABILITY:**

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

18. **NOTICE:**

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

If to City:	City of Carmel One Civic Square Carmel, Indiana 46032	AND	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	-------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------------

If to Vendor:	Morphey Construction, Inc. Attn: Steven P. Milbourne 1499 N. Sherman Drive Indianapolis, IN 46201
---------------	------------------------------------------------------------------------------------------------------------

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. 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.

27. IC 5-16-13.

The provisions of IC 5-16-13 are hereby incorporated into this Agreement by reference.

28. DEBARMENT AND SUSPENSION

28.1 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.

28.2 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.

29. IRAN CERTIFICATION.

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

29. 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

Morphey Construction, 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: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: _____

Sue Wolfgang, City Clerk

Date: _____

BID PROPOSAL SUMMARY PAGE

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

The prices indicated on this sheet shall be read aloud during the bid opening and shall match the prices indicated in Part 2 of the Bidders Itemized Proposal and Declarations.

Company:	MORRISY CONSTRUCTION INC.
Project Name:	Project No. 16-ENG-70 Range Line Road Streetscape / Proscenium Streetscape
Date Submitted:	3-4-20
Base Bid Bid Amount:	2,080,000.00

BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

City of Carmel

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: ***16-ENG-70 – Range Line Road Streetscape / Proscenium Streetscape***

Proposal For Construction of :

Raised crosswalk construction at the intersection of Range Line Road and Carmel Drive along with shared-use path construction/sidewalk construction/landscaping on the Proscenium Site north west of the intersection of Range Line Road and Carmel Drive.

Date: 3-4-20

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

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: MORPHY Construction, Inc
1.2 Bidder Address: Street Address: 1499 N Sherman DR.
City: Indianapolis State: IN Zip: 46201
Phone: 317 356 9250 Fax: 317-356-9253

1.3 Bidder is a/an [mark one]
 Individual Partnership Indiana Corporation
 Foreign (Out of State) Corporation; State: _____
 Joint Venture Other _____

1.4 *[The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Carmel, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]*

.1 Corporation Name: _____
.2 Address: _____
.3 Date registered with State of Indiana: _____
.4 Indiana Registered Agent:
Name: _____
Address: _____

PART 2
BID PROPOSAL

2.1 **Base 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 Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Two Million Eighty Dollars (\$ 2,080,000.00). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the OWNER and ENGINEER cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.

INDIANA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/4/20

CONTRACT ID:

PROJECT(S): Rangeline Streetscape

CONTRACTOR: Morphe Construction, Inc

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1	105-06845 Construction Engineering	1.000 LS	33,000.00		33,000.00	
2	110-01001 MOBILIZATION AND DEMOBILIZATION	1.000 LS	104,000.00		104,000.00	
3	201-52370 CLEARING RIGHT OF WAY	1.000 LS	15,000.00		15,000.00	
4	201-02000 EXCAVATION, COMMON	50.000 CYS	150.00		7,500.00	
5	203-02001 PRIVATE IRRIGATION	1.000 LS	1.00		1.00	
6	205-06933 TEMPORARY INLET PROTECTION	15.000 EACH	100.00		1,500.00	
7	205-06934 TEMPORARY MULCH	1.400 TON	400.00		560.00	
8	205-06935 TEMPORARY SEED MIXTURE	84.000 LBS	2.50		210.00	
9	207-08264 SUBGRADE TREATMENT, TYPE II	176.000 SYS	100.00		17,600.00	
10	207-09935 SUBGRADE TREATMENT, TYPE IC	190.000 SYS	120.00		22,800.00	
11	211-09265 STRUCTURAL BACKFILL, TYPE 2	91.000 CYS	300.00		27,300.00	

"EXHIBIT A 5 of 12"

INDIANA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/4/20

CONTRACT ID:

PROJECT(S): Rangeline Streetscape

CONTRACTOR: Morphe Construction, Inc

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
12	305-07464 WIDENING WITH PCC BASE, 6 IN	30.000 SYS	300.00		9,000.00	
13	401-07328 QC/QA-HMA, 3, 70, SURFA CE, 9.5 mm	3.000 TON	1,000.00		3,000.00	
14	501-06266 RAISED PEDESTRIAN CROSS ING	609.000 SYS	333.00		202,797.00	
15	604-06070 SIDEWALK, CONCRETE, 4 I N	362.000 SYS	100.00		36,200.00	
16	604-08086 CURB RAMP, CONCRETE	358.000 SYS	500.00		179,000.00	
17	604-12083 DETECTABLE WARNING SURF ACES	39.000 SYS	350.00		13,650.00	
18	605-06120 STRAIGHT CONCRETE CURB	928.000 LFT	88.00		81,664.00	
19	605-06125 STRAIGHT CONCRETE CURB, MODIFIED	38.000 LFT	133.00		5,054.00	
20	605-52807 CURB AND GUTTER CONCRET E TYPE II	259.000 LFT	105.00		27,195.00	
21	610-08446 PCCP FOR APPROACHES, 6 IN	134.000 SYS	150.00		20,100.00	
22	610-09108 PCCP FOR APPROACHES, 9 IN	42.000 SYS	180.00		7,560.00	

"EXHIBIT A 6 of 12"

INDIANA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/4/20

CONTRACT ID:

PROJECT(S): Rangeline Streetscape

CONTRACTOR: Morphe Construction, Inc

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
23	608-05741 INLET FILTER	15.000 EACH	750.00		11,250.00	
24	621-01004 MOBILIZATION AND DEMOBILIZATION FOR SEED	2.000 EACH	5,000.00		10,000.00	
25	621-06575 SODDING, NURSERY	660.000 SYS	40.00		26,400.00	
26	621-98038 SHREDDED HARDWOOD MULCH	65.000 CYS	75.00		4,875.00	
27	715-05168 PIPE, CLASS III RCP, CIRCULAR 12 IN	257.000 LFT	222.00		57,054.00	
28	715-08305 HMA FOR STRUCTURE INSTALLATION, TYPE C	91.000 TON	350.00		31,850.00	
29	720-01917 NYLOPLAST DRAIN BASIN WITH DOME GRATE	1.000 EACH	3,200.00		3,200.00	
30	720-07309 TRENCH DRAIN	160.000 LFT	740.00		118,400.00	
31	720-44000 CASTING, ADJUST TO GRADE	9.000 EACH	800.00		7,200.00	
32	720-45045 INLET, J10	5.000 EACH	5,000.00		25,000.00	
33	801-03290 CONSTRUCTION SIGN, C	4.000 EACH	275.00		1,100.00	

INDIANA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/4/20

CONTRACT ID:

PROJECT(S): Rangeline Streetscape

CONTRACTOR: Morphe Construction, Inc

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
34	801-04308 ROAD CLOSURE SIGN ASSEMBLY	3.000 EACH	300.00		900.00	
35	801-06196 DETOUR ROUTE MARKER ASSEMBLY	70.000 EACH	75.00		5,250.00	
36	801-06640 CONSTRUCTION SIGN, A	9.000 EACH	225.00		2,025.00	
37	801-06645 CONSTRUCTION SIGN, B	2.000 EACH	100.00		200.00	
38	801-06775 MAINTAINING TRAFFIC	1.000 LS	225,853.50		225,853.50	
39	801-07118 BARRICADE, III-A	96.000 LFT	18.00		1,728.00	
40	801-07119 BARRICADE, III-B	24.000 LFT	18.00		432.00	
41	801-06735 DECORATIVE BOLLARD	18.000 EACH	2,360.00		42,480.00	
42	802-05701 SIGN POST, SQUARE, TYPE 1, REINFORCED AN	23.000 LFT	22.00		506.00	
43	802-07060 SIGN, SHEET, RELOCATE	3.000 EACH	50.00		150.00	
44	802-09838 SIGN, SHEET, WITH LEGEND 0.080"	17.000 SFT	24.00		408.00	

INDIANA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/4/20

CONTRACT ID:

PROJECT(S): Rangeline Streetscape

CONTRACTOR: Morphe Construction, Inc

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
45	807-06592 CONDUIT, PVC, 2 IN, SCH EDULE 80	LFT 170.000	13.00		2,210.00	
46	807-06593 CONDUIT, PVC, 3 IN, SCH EDULE 80	LFT 170.000	16.00		2,720.00	
47	807-06594 CONDUIT, PVC, 4 IN., SC HEDULE 80	LFT 429.000	18.00		7,722.00	
48	807-06595 CONDUIT, PVC, 4 IN., SC HEDULE 40	LFT 913.000	16.00		14,608.00	
49	807-06596 CONDUIT, PVC, 4 IN., SC HEDULE 40, WITH 4	LFT 913.000	22.00		20,086.00	
50	807-06597 CONDUIT, PVC, 4 IN., SC HEDULE 80 WITH 4-	LFT 429.000	25.00		10,725.00	
51	807-78590 HANDHOLE, COMMUNICATION	EACH 11.000	1,500.00		16,500.00	
52	807-04654 LIGHT STANDARD, RELOCAT E/RESET	EACH 5.000	1,500.00		7,500.00	
53	807-04655 PRIVATE LIGHTING	LS 1.000	1.00		1.00	
54	807-86843 WIRE, NO 4 COPPER, IN P LASTIC DUCT, IN T	LFT 250.000	14.00		3,500.00	
55	807-11980 LIGHTING FOUNDATION, CO NCRETE, WITH GROU	EACH 3.000	1,500.00		4,500.00	

INDIANA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/4/20

CONTRACT ID:

PROJECT(S): Rangeline Streetscape

CONTRACTOR: Morphe Construction, Inc

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
56	807-86805 GFCI ELECTRICAL OUTLET ON POST	6.000 EACH	1,250.00		7,500.00	
57	808-12353 LINE, MULTI-COMPONENT, SOLID, WHITE, 4 I	48.000 LFT	10.00		480.00	
58	808-10099 TRANSVERSE MARKINGS MUL TI-COMPONENT, WHI	16.000 EACH	250.00		4,000.00	
59	808-10054 LINE, MULTI-COMPONENT, BROKEN, WHITE, 6	32.000 LFT	10.00		320.00	
60	808-10118 TRANSVERSE MARKING, THE RMOPLASTIC, YIELD	32.000 LFT	10.00		320.00	
61	808-06713 LINE, THERMOPLASTIC, SO LID, WHITE, 6 IN	17.000 LFT	10.00		170.00	
62	621-09908 PLANTING SOIL	303.000 CYS	100.00		30,300.00	
63	714-05562 DECORATIVE RETAINING WA LL	178.000 LFT	450.00		80,100.00	
64	622-07764 IRRIGATION SYSTEM	1.000 LS	55,000.00		55,000.00	
65	604-44251 CAST-IN-PLACE STAIRS (3 -STEPS)	2.000 CYS	7,500.00		15,000.00	
66	604-44251 CAST-IN-PLACE STAIRS (2 -STEPS)	2.000 CYS	7,500.00		15,000.00	

"EXHIBIT A 10 of 12"

INDIANA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/4/20

CONTRACT ID:

PROJECT(S): Rangeline Streetscape

CONTRACTOR: Morphe Construction, Inc

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
67	604-01268 DECORATIVE RAILING	32.000 LFT	350.00		11,200.00	
68	622-05649 DECIDUOUS SHADE TREE, 2 IN CALIPER	6.000 EACH	365.00		2,190.00	
69	622-05634 EVERGREEN SHRUB, NO 3 C CONTAINER	67.000 EACH	43.50		2,914.50	
70	622-05639 DECIDUOUS SHRUB, NO 3 C CONTAINER	34.000 EACH	46.50		1,581.00	
71	622-05653 ORNAMENTAL GRASS, NO 1 CONTAINER	120.000 EACH	16.50		1,980.00	
72	622-05654 PERRENIAL, NO 1 CONTAIN ER	200.000 EACH	16.50		3,300.00	
73	622-05653 GROUNDCOVER, 4 IN POT	500.000 EACH	4.35		2,175.00	
74	702-01724 INTEGRAL COLOR CONCRETE BAND	1,616.000 LFT	36.00		58,176.00	
75	604-03643 ASPHALT BLOCK PAVER - C OLOR 'A'	625.000 SYS	275.00		171,875.00	
76	604-03643 ASPHALT BLOCK PAVER - C OLOR 'B'	36.000 SYS	524.00		18,864.00	
77	604-04452 DECORATIVE PLANTER ON P EDESTAL BASE	2.000 EACH	10,000.00		20,000.00	

"EXHIBIT A 11 of 12"

INDIANA DEPARTMENT OF TRANSPORTATION

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/4/20

CONTRACT ID:

PROJECT(S): Rangeline Streetscape

CONTRACTOR: Morphe Construction, Inc

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
78	604-03643 ASPHALT BLOCK PAVER - C OLOR 'C'	394.000 SYS	245.00		96,530.00	
			TOTAL		2,080,000.00	

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:	\$1,000,000 each employee
Bodily Injury by Accident/Disease:	\$1,000,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability:

General Aggregate Limit (other than Products/Completed Operations):	\$6,000,000
Products/Completed Operations:	\$5,000,000

Personal & Advertising Injury

Each Occurrence Limit:	\$5,000,000
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Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Injury and Property Damage:	\$5,000,000 each occurrence
------------------------------------	-----------------------------

Umbrella Excess Liability

If a commercial umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.

EXHIBIT D

AFFIDAVIT

STEVE MILBORNE, 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 MORPHY CONSTRUCTION INC. (the "Employer") in the position of PRESIDENT/owner
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 19th day of MARCH, 2020

STEVE MILBORNE
Printed: STEVEN P MILBORNE

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.

STEVE MILBORNE
Printed: STEVEN P MILBORNE

City of Carmel

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

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

PURCHASE ORDER NUMBER

103878

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
3/18/2020			00351732	Project 16-ENG-70; Contract Date 04.01.20

MORPHEY CONSTRUCTION INC	City Engineering's Office
<i>VENDOR</i> 1499 N SHERMAN DRIVE	<i>SHIP TO</i> 1 Civic Square
INDIANAPOLIS, IN 46201--1515	Carmel, IN 46032- Kate Lustig

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45304				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **2200** Fund: **0** COIT Bond Fund

Account: **44-628.71**

1 Each	Range Line Road Streetscape - Proscenium Streetscape - Construction	2,080,000.00	\$2,080,000.00
Sub Total			\$2,080,000.00



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
				\$2,080,000.00

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

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

ORDERED BY
 TITLE
 CONTROLLER

[Signature]
 Jeremy Kashman
 Director

[Signature]
 James Crider
 Director of Administration

CONTROL NO. **103878**

RESOLUTION NO. BPW 04-01-20-01

**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 The Great American Songbook Foundation (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, Chris Lewis, 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 \$ 160,000.00 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, unaudited Balance Sheet and Income Statement, 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:

The Great American Songbook Foundation ("Grantee")
 By: Chris Lewis (Signature)
 Printed Name of Officer: Chris Lewis Title: Executive Director
 Date: 11/19/19

CITY OF CARMEL ("Grantor")
 By: James Brainard
 James Brainard, Mayor
 Date: March 19, 2020

ATTEST:
Sharon Kibbe
 Date: 3-19-2020

If you have any question concerning the City of Carmel's 2020 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: The Great American Songbook Foundation
Address: 1 Center Green
Cornell, NY 46032
Telephone: 317-660-3379 Fax: /
Contact Person: Michael Pettry
Email: MPettry @ thecenterpresents.org

APPLICATION AMOUNT: \$ 250,000

DESCRIPTION OF THE PROPOSED USE OF THE GRANT FUNDS:

Attached; Exhibit 4

By: 
Printed Name of Officer: Chris Lewis
Title: Executive Director
Date: 11/19/19

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



The Great American
Songbook Foundation
Michael Feinstein, Founder

AT THE CENTER FOR THE PERFORMING ARTS

Introduction

The Great American Songbook Foundation's Board of Directors and staff thank Mayor Brainard and the City of Carmel for the opportunity to request funds through the City's Arts Program grant. GASF is applying for financial support from the City of Carmel Arts Grant program for general operating support in the amount of \$250,000. As a percentage of GASF's operating budget, this request respectfully remains in line with (and even lower than) City funding for peer arts organizations housed at the Center for the Performing Arts.

Building on several areas of organizational success that were outcomes of the City's 2019 funding support, we are excited to submit a request detailing the Great American Songbook Foundation's (GASF) programs and focus areas for the 2020 fiscal year. Prominent among them are: 1) investing in organizational financial stability through individual donors, major gifts, and establishing and building an endowment fund; 2) continuing to deliver programs of the highest artistic quality while developing GASF's reach nationally through program and partnership opportunities; 3) continuing collections stewardship at industry best-practice levels while pursuing funding for preserving growing collections areas; and, 4) conducting a feasibility study to explore the community's capacity to support the construction of a stand-alone Museum in Carmel.

Organizational Overview

The Great American Songbook Foundation (GASF) is a 501(c)3 nonprofit organization dedicated to the preservation and promotion of the music of the Great American Songbook. Physically located at The Center for the Performing Arts in Carmel, Indiana, GASF is led by three full-time professional staff and governed by a 21-member Board of Directors that meets quarterly. GASF has an operating budget of \$1.3 million in fiscal year 2020 that runs from July 1, 2019 through June 30, 2020. Worth noting is that one hundred percent of the Board of Directors supports the organization through financial contributions.

In 2020, one key area of focus will be the cultivation of individual donors and the identification of major gift opportunities that will continue to diversify revenue streams while building up the organization's financial base of support. As the Indiana University Lilly School of Philanthropy notes in their yearly *Giving USA: The Annual Report on Philanthropy for the Year*, individual giving comprises the largest and most consistent source of revenue for nonprofit organizations. In preparation for this shift, staff roles and responsibilities have been refined to ensure key staff have dedicated time to cultivate those successful relationships. GASF worked with the Center for

**ARTS PROGRAM GRANT
EXHIBIT A: Application Narrative**

the Performing Arts in 2019 to hire a grant writing consulting firm, SFL Consulting, to assist with the work associated with pursuing and complying with foundation and federal grants. In 2020, GASF anticipates hiring its first Major Gifts Officer. As stated in GASF's final report (Exhibit G), these significant organizational shifts are possible in large part to the City of Carmel's financial support in 2019.

While the financial gift of Asherwood by Mrs. Bren Simon has been transformative, the leadership of GASF embraces the fact that the organization must remain resolutely committed to the programs and mission of the organization — preservation, promotion, and performance of the Great American Songbook. Funds from the sale of Asherwood will establish the organization's first endowment and provide a base of support for a future capital campaign. No financial from the City of Carmel Arts Grant program has been or will be used for expenses related to the Asherwood Estate. The entirety of support from the Arts Grant program will be directed toward the core mission of GASF and its public programs.

Programming Overview



"The experience was above and beyond anything we could have ever imagined. What we appreciated most was that it did not feel like a competition, but rather a spectacular showcase. What a wonderful learning tool and gift to all the students who participated. Thank you so much for this amazing opportunity."

Matt, parent of 2014 Finalist

Songbook Academy: The Songbook Academy is a week-long summer music intensive for young singers across the country who have an interest in the American Songbook. Students who love the music of classic Broadway shows, jazz, and popular music have the life-changing opportunity to work with music industry pros, award-winning singers and performers, and educators from the top University music and theatre programs in the country, including Indiana University, Butler University, the University of Indianapolis and more. High school students from across the country are invited to apply. After evaluation, approximately forty students will

**ARTS PROGRAM GRANT
EXHIBIT A: Application Narrative**

be invited to attend the seven-day Songbook Academy, which takes place at The Palladium each July. A Songbook Ambassador is selected and will perform across the nation in the year that follows – a life-changing opportunity for the next generation of Songbook performers!

GASF continues to explore program enhancements to the Songbook Academy, such as expanding the Academy into a year-long program and pursuing national television broadcasts to bring even more exposure to the program and the participants. Last year, the program reached more than 3,000 to public master classes and other events. Throughout the ten years of the program, GASF has been able to refine the program to make the experience the most impactful for participants. The Academy also has a significant alumni base on which to further strengthen the impact and outcomes on Academy participants through the creation of a network of performers at different phases of their careers. This is an area that GASF is exploring to enhance and diversify its offerings. GASF also continues to explore broadcast opportunities for the Academy potentially reaching a much broader audience.



"My mom played piano and organ, and even now, at age 85, music continues to be a lifeline for her. She'll head directly to the piano, where she entertains us with so many of the old, familiar and beloved songs. The music provides a link from what was, to what is. Helping to present this fantastic and important music program associated with the Great American Songbook... is a perfect complement to what we do..."

Carol Applegate, founder of Applegate Elder Law,
sponsor of Perfect Harmony & Caregivers Workshop

Perfect Harmony: Research has shown that adolescence and early adulthood is when a person develops their sense of self, and memories during this time are integral to our personal history. Music not only becomes memories for us but also connects memories to feelings that we experienced during that time. The defining music for today's seniors falls within the range of what we now classify as the Golden Age of The Great American Songbook—the Foundation's primary focus area. With GASF's musical resources, Perfect Harmony encompasses music from classic Broadway, Hollywood musicals, and Jazz— music that today's seniors would call "our Songbook."

**ARTS PROGRAM GRANT
EXHIBIT A: Application Narrative**

In fact, GASF is one of the only organizations in the nation leveraging this unique genre of music to meet the needs of the Greatest and Baby Boomer generations. GASF has unparalleled access to hundreds of thousands of documents, recordings, and other items in its collections—items that have the innate ability to speak directly to the target population through generation-specific content. Few other institutions have this resource at their fingertips, let alone a successful, proven program.

The Great American Songbook canon is often referred to as the "soundtrack of our lives" and appeals to audiences young and old, and of various races, faiths, and genders. Building on this rich tradition, the GASF created the music-based program Perfect Harmony four years ago to provide cognitive, emotional, and social benefits to older adults, particularly those experiencing different types of dementia. Endorsed by the Greater Indiana Chapter of the Alzheimer's Association, and one of GASF's core programs, Perfect Harmony promotes well-being through music. The 60-min sessions leverage the music of the Great American Songbook to engage seniors in sing-a-longs with a live accompanist, participate in discussions on specific songs or themes in music, engage in physical activity, and connect with others by utilizing the interactive display screen. Individuals who participate in Perfect Harmony benefit from peer socialization, emotional support, cognitive stimulation, and positive interactions through music.

The Songbook Foundation currently consults with a board-certified music therapist to ensure the program aligns with best practices and current research. Perfect Harmony does not provide music as therapy; however, the consultation with a board-certified music therapist enables sessions to offer the most effective non-clinical use of music. Facilitators received specialized training on topics such as communicating with people with Alzheimer's and dementia, understanding how music can affect the brain, and the cognitive therapeutics method in addition to program specifics.

The program has grown 300% since its inception and is currently at capacity with an extensive participant waitlist. Perfect Harmony served 250 participants in its first year of implementation four years ago. Today, the program serves 750 seniors with the help of six dedicated GASF volunteers who have been trained in the program's delivery. GASF is focusing on exploring different scenarios and partnerships in 2020 that would allow for the expansion of this in-demand program while remaining within the organization's staffing capacity.

The Songbook Exhibit Gallery: The Songbook Exhibit Gallery displays rotating exhibits that share the history, music, and culture of the Songbook. This free exhibit serves more than 5,000 each year through on-site visitation and school field trips. GASF's current exhibition that opened in 2019, "Of Thee I Sing: Politics on Stage," will be on display through November 2020. The interactive historical exhibit explores the intersection of politics, patriotism, and entertainment in the world of musical theater and features objects and music from the collection. In addition, several of GASF's exhibitions travel to different locations in the region, reaching an even broader audience, at sites such as public libraries, schools, and community centers.

Songbook Collections Stewardship: The Songbook Foundation Special Collections and Archives includes more than 40,000 pieces of sheet music, 1,000+ arrangements including that written for Bob Hope, Sandler & Young, Dinah Washington, Bing Crosby and many more. Plus 3,000 books, 7,000 LPs, 1,000 DVDs and more than 6,000 CDs. Further, our Archives features the most comprehensive collection of Andrews Sisters items, the Meredith Willson papers (composer of *The Music Man*), Hy Zaret papers, Rudy Vallee Radio Show recordings, plus the papers of noted lyricist and composer Gus Kahn and Ray Charles.

As donors entrust GASF with their collections, there are increased stewardship responsibilities for the proper care, storage, preservation, and display of the items. Several grants have already been secured to preserve and digitize portions of GASF's collections properly, and three national and federal grant requests are pending to preserve others. With the growth of the collections, these funding needs will continue. Although not necessarily a part of the organization that the public sees, successful collection stewardship attracts collectors looking for the right organization to entrust with the donation of their collection. GASF's collection continues to grow for this reason. In November 2019, GASF accessioned 150,000+ items from the historic Paramount Theatre in Oakland, CA. The collection documents the music and history of several prominent west coast radio stations from the 1920s to the 1950s. As the Paramount Theatre could no longer properly house and care for its collections, this rich resource was at risk of further damage or deterioration and remaining a hidden collection.

GASF was a natural fit for this collection, as it contains many genres of music played by or created for radio stations during the Songbook era. GASF estimates that the entire collection will take 10 to 15 years to process. GASF has determined that hiring a full-time music librarian who can assist with processing and cataloging collections and creating well-grounded policies and procedures, is the next logical step for expanding the staff and funding for this position is being sought.



Paramount Theatre Music Library, Oakland, CA.

**ARTS PROGRAM GRANT
EXHIBIT A: Application Narrative**

The collection's growth is exciting; however, the organization is bursting at the seams to house and display these items properly. A long-held dream for the organization is a stand-alone museum dedicated to the Great American Songbook in which there is adequate exhibition space that is easily accessible to the public. With the gift of Asherwood, the dream moves closer to becoming a reality. While there are still many pieces that need to fall into place before serious movement occurs, GASF Board of Directors are in discussions as to how to move forward with determining the feasibility for a successful capital campaign. In the short term, GASF is utilizing off-site storage and creating traveling exhibitions to display appropriate collection items. For example, in 2018, GASF collaborated with five central Indiana cultural organizations to tour GASF's exhibit, *A Fine Romance: Jewish Songwriters, American Songs, 1910-1965*.

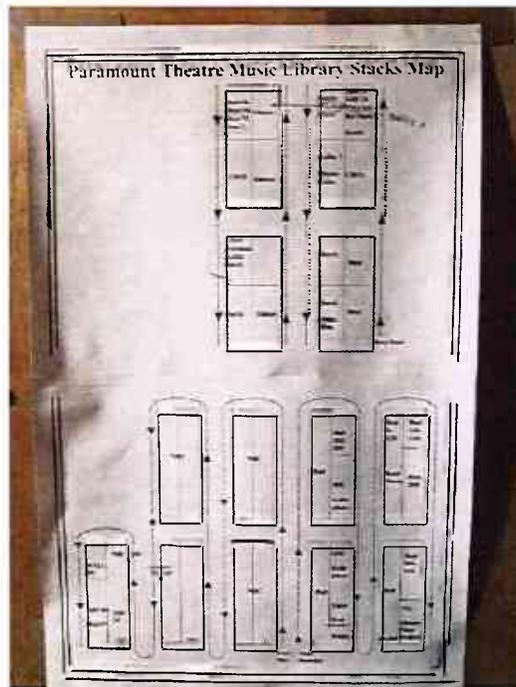


Diagram of the Paramount Theatre Music Library.

Conclusion

GASF is proud to be a part of the cultural fabric of the City of Carmel and to serve the greater Indianapolis-metropolitan area through its programming at the Center for the Performing Arts. As an organization, GASF realizes it has the enviable opportunity to connect on a community-wide level with participants while being able to bring regional and national resources to our programming. GASF continues to be a strong, fiscally responsible organization that delivers unique programming of the highest artistic quality. The Great American Songbook Foundation appreciates the consideration of Mayor Brainard and the City of Carmel to continue their support of one of Carmel's cultural jewels.

Great American Songbook Foundation, Inc.
Budget Summary-Operations
Fiscal Year End June 30, 2020

	FY20 Budget
Revenues	
Contributions	569,100
Sponsorships	35,000
Grants	123,000
Government	267,500
Events	200,000
Class / Registration Fees	47,050
Gifts In-Kind	81,300
Total Income	\$ 1,322,950
Expenses	
Salaries & Benefits	715,000
Contract Services	178,200
Office Expenses	54,200
Meetings/Hospitality	55,350
Travel/Conferences	87,700
Facilities & Equipment	47,000
Promotion & Development	59,700
Performances & Production	22,500
Depreciation	22,000
In-Kind Services	81,300
Total Expense	\$ 1,322,950
	\$ -

APPROVED
AND
FILED

Cornie Fannin
IND. SECRETARY OF STATE

RECEIVED
CORPORATIONS DIV
14 NOV 13 AM 11:10

ARTICLES OF RESTATEMENT
OF THE
ARTICLES OF INCORPORATION
OF
THE FEINSTEIN FOUNDATION FOR THE EDUCATION AND
PRESERVATION OF THE GREAT AMERICAN SONGBOOK, INC.

The Feinstein Foundation for the Education and Preservation of the Great American Songbook, Inc. (the "Corporation"), a nonprofit, mutual benefit corporation existing pursuant to the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), desiring to give notice of corporate action effectuating the amendment of its Articles of Incorporation, hereby sets forth the following facts:

ARTICLE I
AMENDMENT

- Section 1:** The name of the Corporation is The Feinstein Foundation for the Education and Preservation of the Great American Songbook, Inc.
- Section 2:** The date of incorporation of the Corporation is May 31, 2007.
- Section 3:** The name of the Corporation following this amendment is The Great American Songbook Foundation, Inc.
- Section 4:** The exact text of the Second Amended and Restated Articles of Incorporation of the Corporation is attached hereto as **Exhibit A**.
- Section 5:** The date of adoption and approval of the Second Amended and Restated Articles of Incorporation of the Corporation was September 17, 2014.

ARTICLE II
MANNER OF ADOPTION AND VOTE

The Board of Directors of the Corporation duly approved and adopted the foregoing Second Amended and Restated Articles of Incorporation of the Corporation at a meeting held on July 24, 2014, at which a quorum of such Board of Directors was present.

The Board of Directors of The Center for the Performing Arts, Inc. duly approved and the Second Amended and Restated Articles of Incorporation of the Corporation at a meeting held on September 17, 2014, at which a quorum of such Board of Directors was present.

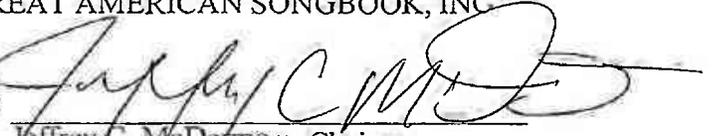
ARTICLE III
COMPLIANCE WITH LEGAL REQUIREMENTS

The manner of adoption of the Second Amended and Restated Articles of Incorporation of the Corporation constitutes full legal compliance with the Act and the Articles of Incorporation and Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned officer of the Corporation hereby verifies, subject to the penalties for perjury, that the statements contained herein are true as of this 13th day of November, 2014.

THE FEINSTEIN FOUNDATION FOR THE
EDUCATION AND PRESERVATION OF THE
GREAT AMERICAN SONGBOOK, INC

By:


Jeffrey C. McDermott, Chairman

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE GREAT AMERICAN SONGBOOK FOUNDATION, INC.**

The Great American Songbook Foundation, Inc. (the "Corporation"), being organized under the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), hereby sets forth its Second Amended and Restated Articles of Incorporation (the "Articles of Incorporation") as follows:

**ARTICLE I
Name**

The name of the Corporation is The Great American Songbook Foundation, Inc.

**ARTICLE II
Type of Corporation**

The Corporation is a nonprofit, public benefit corporation.

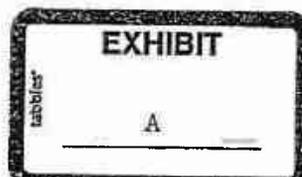
**ARTICLE III
Members**

The Corporation has no members.

**ARTICLE IV
Purposes, Powers and Prohibited Activities**

Section 1 **Purposes.** The Corporation is a public benefit corporation organized and operated exclusively for the following purposes as may qualify it for exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States internal revenue law (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"), and as may qualify contributions to it for deductions under Section 170(c)(2), Section 2055(a)(2) and Section 2522 of the Code and the Regulations promulgated thereunder:

- (a) The primary mission of the Corporation is to inspire and educate by celebrating The Great American Songbook and its primary purposes shall include:
 - (i) To preserve for and educate present and future generations about the great classic American music, lyrics, culture, history and artists of the 20th century (the "Great American Songbook");



- (ii) To collect, preserve and document the physical historical artifacts and documents of the Great American Songbook, such as sheet music, recordings, books, personal papers and other memorabilia;
 - (iii) To maintain a public display and gallery, and/or museum with rotating exhibits, dedicated to the music and composers of the Great American Songbook;
 - (iv) To conduct an annual Great American Songbook High School Vocal Academy and Competition involving high school students from throughout the United States;
 - (v) To provide education to young people in classroom settings and to the general public through lectures, workshops, movie series and other events;
 - (vi) To empower committed volunteers and donors to share resources for the charitable and educational purposes of the Corporation; and
 - (vii) To engage in any and all activities necessary or appropriate to raise funds for the purposes of the Corporation, including, but not limited to, the solicitation of direct or indirect contributions from public and private sources, wherever located.
- (b) The Corporation shall be organized and operated exclusively for charitable, religious, scientific, testing for public safety, literary or educational purposes which purposes then qualify it for exemption from Federal income tax under the provisions of Section 501(c)(3) of the Code and as then qualify contributions to it for deductions under Section 170(c)(2), Section 2055(a)(2) and Section 2522 of the Code.
- (c) In furtherance of the foregoing purposes, the Corporation shall be authorized and empowered to exercise all power and authority granted to it under the Act; provided, however, that the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

Section 2 **Powers.** Except as otherwise provided in these Articles of Incorporation, the Corporation shall have, hold, enjoy and exercise any and all rights, privileges and powers vested in or conferred upon a corporation organized under the Act.

Section 3 **Prohibited Activities.**

- (a) No part of the Corporation's income, corpus or principal assets shall ever inure to the benefit of, or be distributable to, directly or indirectly, any private individual, and no director or officer of the Corporation may or shall receive any pecuniary benefit from the same; provided, however, that private individuals may be paid such amounts and reasonable compensation for goods provided and services actually rendered and that are necessary to organize the Corporation and to carry

out the purposes of the Corporation, as may be fixed in the manner provided by the Board of Directors. No individual shall be precluded from taking such employment and reasonable compensation by reason of the fact that he or she is a director or officer of the Corporation. Except as otherwise provided in these Articles of Incorporation, the Corporation is expressly precluded from advancing or loaning its directors, officers or employees any money or property.

- (b) The Corporation shall not in any manner or to any extent participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.
- (c) Except as otherwise provided in accordance with Section 501(h) of the Code, no substantial part of the Corporation's activities may consist of carrying on propaganda or otherwise attempting to influence legislation.
- (d) The Corporation shall not accept gifts or other contributions if the use or expenditure of the gift or contribution is subject to any condition which is inconsistent with the purposes of the Corporation as set forth in Section 1 of this Article IV.
- (e) The Corporation shall not conduct or carry on any activities prohibited from being conducted or carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Code, and the Regulations promulgated thereunder, or by a Corporation, contributions to which are deductible under Section 170(c)(2), Section 2055(a)(2) and Section 2522 of the Code.
- (f) The Corporation shall make no advancements for services to be performed in the future, nor shall the Corporation make any loan of money or property, to any director or officer of the Corporation, other than (i) advances of expenses in connection with a possible indemnification matter, or (ii) advances of payments pursuant to any benefit plan or policy adopted by the Corporation's Board of Directors.
- (g) Notwithstanding any other provisions of these Articles of Incorporation, the Act, or any other law, rule or regulation, in the event that the Corporation is classified as a private foundation under Section 509 of the Code, the Corporation shall:
 - (i) Not engage in any act of self-dealing as defined in Section 4941(d) of the Code.
 - (ii) Distribute during each taxable year amounts sufficient to avoid liability for the tax imposed by Section 4942 of the Code.
 - (iii) Not retain any excess business holdings as defined in Section 4943(c) of the Code.
 - (iv) Not make any investment in such manner as to subject the Corporation to tax under Section 4944 of the Code.

- (v) Not make any taxable expenditure as defined in Section 4945(d) of the Code.

ARTICLE V

Registered Agent and Registered Office

Section 1 Registered Agent. The name and street address of the Corporation's registered agent for service of process is Jeffrey C. McDermott, Esq., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

Section 2 Registered Office. The address of the registered office of the Corporation is c/o Jeffrey C. McDermott, Esq., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

Section 3 Registered Agent Consent. By signing these Articles of Incorporation, the Chairman of the Corporation represents that the registered agent named in the Articles of Incorporation has consented to the appointment of registered agent.

ARTICLE VI

Distribution of Assets on Dissolution or Complete Liquidation

Upon the dissolution or complete liquidation of the Corporation, and after payment, or provisions are made for the payment, of all liabilities and debts of the Corporation, the remaining assets of the Corporation shall be distributed to an organization which is, at the time of such distribution, organized and operated exclusively for charitable, educational, scientific and religious purposes that are as similar as possible to those of the Corporation, as determined by the Board of Directors, which purposes then qualify it for exemption from Federal income tax under the provisions of Section 501(c)(3) of the Code and as then qualify contributions to it for deduction under Sections 170(c), 2055(a)(2) and Section 2522 of the Code. Any such assets not so disposed of by the Board of Directors shall be disposed of by the Judge of the Circuit Court of Hamilton County, Indiana, exclusively for such purposes which are substantially similar to the Corporation's primary purposes set forth in Article IV, and to an organization or organizations which are, at the time of such distribution, organized and operated exclusively for charitable, religious, scientific, testing for public safety, literary or educational purposes, which purposes then qualify such organization or organizations for exemption from Federal income tax under the provisions of Section 501(c)(3) of the Code, and as may qualify contributions to such organization for deduction under Section 170(c)(2), Section 2055(a)(2) and Section 2522 of the Code. No director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the assets of the Corporation upon the dissolution or complete liquidation of the Corporation.

ARTICLE VII

Board of Directors

Section 1 Authority of Board. Management of the property, affairs, business and activities of the Corporation shall be supervised and directed by the Board of Directors. The Board of Directors shall possess and may exercise all the powers and authority granted to the

Corporation by the Act, by these Articles of Incorporation or by the By-Laws of the Corporation, as now or hereafter in effect.

Section 2 **Number, Term, Appointment and Election of Directors.** The exact number, term and methodology for appointment and/or election of members of the Board of Directors shall be prescribed from time to time according to the By-Laws of the Corporation; provided, however, that under no circumstances shall the minimum number of members of the Board of Directors be less than three (3).

ARTICLE VIII
Provisions for Regulation and Conduct
of the Affairs of Corporation

In addition to the By-Laws and consistent with the Act, the following provisions for the regulation and conduct of the affairs of the Corporation, and for the creation, definition, limitation or regulation of the powers of the Corporation and its directors, shall apply:

Section 1 **Committees.** The Board of Directors may utilize one (1) or more committees, as set forth in the By-Laws to assist it in the carrying out of any of the purposes of the Corporation, define the responsibilities of such committee or committees and delegate to such committee or committees' powers as the Board of Directors determines to be appropriate.

Section 2 **Amendment of Articles of Incorporation.** The Corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation or any amendment hereto, by a majority vote of the members of the Board of Directors; provided, however, that such power of amendment shall not authorize any amendment (i) without the written approval of The Center for the Performing Arts, Inc. ("CPA"), or (ii) that would have the effect of disqualifying the Corporation as an exempt organization under the provisions of Section 501(c)(3) of the Code or would have the effect of disqualifying contributions to the Corporation for deduction under Section 170(c)(2), Section 2055(a)(2) or Section 2522 of the Code.

Section 3 **Adoption and Amendment of By-Laws.** The Corporation reserves the right to make, amend, alter, change or repeal any provisions contained in the By-Laws of the Corporation or in any amendment thereto, by a majority vote of the members of the Board of Directors; provided, however, that such power shall not authorize any amendment, alteration, change or repeal (i) without the written approval of CPA, or (ii) that would have the effect of disqualifying the Corporation as an exempt organization under the provisions of Section 501(c)(3) of the Code or would have the effect of disqualifying contributions to the Corporation for deduction under Section 170(c)(2), Section 2055(a)(2) or Section 2522 of the Code.

ARTICLE IX

Effective Date

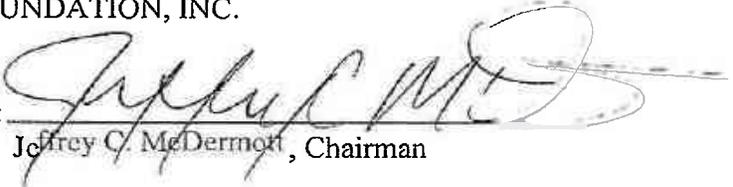
These Articles of Incorporation shall be effective upon filing with the Indiana Secretary of State.

CERTIFICATE

The undersigned hereby verifies, subject to penalty for perjury, that the foregoing constitutes the Second Amended and Restated Articles of Incorporation of the Corporation as of this 17th day of September, 2014.

THE GREAT AMERICAN SONGBOOK
FOUNDATION, INC.

By: _____

A handwritten signature in cursive script, appearing to read "Jeffrey C. McDermott", is written over a horizontal line. The signature is written in dark ink and extends to the right of the line.

Jeffrey C. McDermott, Chairman

KD_4634741_3.docx

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

DEPARTMENT OF THE TREASURY

Date: **SEP 26 2007**

THE FEINSTEIN FOUNDATION FOR THE
EDUCATION AND PRESERVATION OF THE
C/O DORIS ANNE SADLER
12953 PUBLISHERS DR
FISHERS, IN 46038

Employer Identification Number:
26-0620716
DLN:
17053227301047
Contact Person: GARY MUTHERT ID# 31518
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
DECEMBER 31
Public Charity Status:
509(a)(2)
Form 990 Required:
YES
Effective Date of Exemption:
MAY 31, 2007
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2011
Addendum Applies:
NO

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 Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

-2-

THE FEINSTEIN FOUNDATION FOR THE

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Choi", written in a cursive style.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

- 6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.
- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent: Filing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Doris Anne Sadler
 (Signature of Officer, Director, Trustee, or other authorized official)

Doris Anne Sadler

(Type or print name of signer)

July 15, 2007

(Date)

Executive Director

(Type or print title or authority of signer)

For IRS Use Only

Robert R. [Signature]

SEP 26 2007

IRS Director, Exempt Organizations

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses.
 - (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
 - (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.
 - (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

AFFIDAVIT

I, Chris Lewis, an authorized representative of The Great American Scyber Function ("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 year ending 2018 totaled \$ 1,801,601.

Ch L

Signature
Printed Name Chris Lewis

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



MELISSA L VOLZ-SMITH
Resident of Hamilton County, IN
Commission Expires: March 11, 2024
Commission # 681666

[SEAL]

Melissa Volz-Smith
Signature - Notary Public

Printed Name Melissa Volz-Smith

Resident of Hamilton County, Indiana

My Commission Expires: March 11, 2024

The Great American Songbook Foundation, Inc.
Statement of Financial Position
September 30, 2019

	September 30, 2019		
	Core Programs	Asherwood	Total
ASSETS			
Current Assets			
Checking/Savings			
Cash- Checking	\$ 449,593	\$ 182,217	\$ 631,810
Other Current Assets			
Pledges Receivable < 1 Year	171,201	-	171,201
Allowance for Uncoll Pledges	(2,000)	-	(2,000)
Prepaid Expense-Insurance	1,332	45,951	\$ 47,283
Prepaid Expense	80,760	-	80,760
Utility Deposits		15,275	15,275
Total Current Assets	700,886	243,443	944,329
Fixed Assets			
Contributed Real & Personal Property*	-	14,079,757	14,079,757
Furniture & Equipment	96,298	-	96,298
Leasehold Improvements	9,172	-	9,172
Collections	911,847	-	911,847
Accum Depreciation/Amortization	(99,823)	-	(99,823)
Total Fixed Assets	917,494	14,079,757	14,997,251
Other Assets			
Pledges Due >1 Year	37,500	-	37,500
Total Other Assets	37,500	-	37,500
	TOTAL ASSETS	\$ 1,655,880	\$ 14,323,200
		\$ 15,979,080	
LIABILITIES & NET ASSETS			
Liabilities			
Current Liabilities			
Account Payable	\$ 2,935	\$ 30,376	\$ 33,311
Deferred Revenue - Sponsorships	20,000	-	20,000
Accrued Payroll	-	-	-
Accrued Vacation	10,829	6,987	17,816
Accrued Interest Payable		5,610	5,610
Due To CFPA	488,797	12,595	501,392
Notes Payable	-	450,000	450,000
Total Current Liabilities	522,561	505,568	1,028,129
	TOTAL LIABILITIES	522,561	1,028,129
Net Assets			
Net Assets	918,340	14,001,378	14,919,718
Change in Net Assets	214,979	(183,746)	31,233
	TOTAL NET ASSETS	1,133,319	13,817,632
	TOTAL LIABILITIES & NET ASSETS	\$ 1,655,880	\$ 14,323,200
		\$ 15,979,080	

The Great American Songbook Foundation, Inc.
Statement of Activities (Core Programs)
Three Months Ended September 30, 2019

	Without Donor Restrictions	With Donor Restrictions	YTD Total
Revenue			
Contributed Revenue	\$ 309,136	\$ -	\$ 309,136
Sponsorship Revenue	35,000	-	35,000
Government Support	18,057	-	18,057
Grant Revenue	45,000	95,000	140,000
Special Events	-	-	-
Other Earned Revenue	29,617	-	29,617
Interest & Investment Income	167	-	167
Noncash Contributions	13,665	-	13,665
Net Assets Released from Restriction	79,670	(79,670)	-
Total Revenue	\$ 530,312	\$ 15,330	\$ 545,642
Expense			
Salaries & Benefits	\$ 137,800	\$ -	\$ 137,800
Contract Services	62,561	-	62,561
Office Expenses	14,442	-	14,442
Meetings & Hospitality	21,460	-	21,460
Travel/Conferences	50,628	-	50,628
Facilities and Equipment	11,825	-	11,825
Promotion & Development	13,140	-	13,140
Performances & Production	3,959	-	3,959
Depreciation & Amortization	1,183	-	1,183
Noncash Expenses	13,665	-	13,665
Total Expense	\$ 330,663	\$ -	\$ 330,663
Change in Net Assets	\$ 199,649	\$ 15,330	\$ 214,979



*The Great American
Songbook Foundation*

Michael Feinstein, Founder

AT THE CENTER FOR THE PERFORMING ARTS

FY2019-20 Great American Songbook Board of Directors

Carolyn E. Anker, Indiana
Chair

Melissa Stapleton Barnes, Indiana
Immediate Past Chair

Roger Schmelzer, Indiana
Vice Chair

William Hammer, Indiana
Secretary

Rollin M. Dick, Indiana
Treasurer

Michael Feinstein, New York
Founder, Ex officio

Brook Babcock, Tennessee

Libby Brown, Indiana

Gary Carnow, California

Sara Carruthers, Ohio

Marc Cherry, California

Terrence Flannery, California (Founder)

Don Gottwald, Indiana

Stan Hurt, Indiana

Kate Edelman Johnson, California

Karen Kelsey, Indiana

Paul Lowden, Nevada

Maria Ferrer Murdock, California

Izabela Ozdemir, Indiana

Troy Payner, Indiana

Dr. Charles Simons, Indiana

Michael Strunsky, California

Lynn Weidner, Nevada



The Great American Songbook Foundation (GASF) thanks the City of Carmel and Mayor Brainard for investing \$250,000 in funding support (\$230,000 Arts Program Grant and \$20,000 Festival Fund grant) for programs and activities that add to the quality of life in Carmel through the arts. GASF served approximately 10,000 people on-site through programs such as the Songbook Academy, Perfect Harmony, and museum exhibits. An additional 60,000 people were served by traveling exhibitions across Carmel and central Indiana. GASF is proud to represent Carmel on a national level, representing the City's commitment to the arts and culture. GASF is the only museum and archive in the world dedicated to the preservation and promotion of the music of the great American Songbook.

Financial and Organizational Overview

As shown in the attached audit for FY2019, GASF remains in a strong financial position. Calendar year 2018 was particularly significant for GASF with the generous donation of the Asherwood Estate. GASF is currently in the process of working with a broker to sell the property, eventually leading to the creation of an endowment and the genesis of a capital campaign for a stand-alone museum. The attention and generosity of such a high-profile philanthropist from our community is an exciting testament to GASF's organizational growth and fiscal health. As stated in the Grants Program application, GASF reiterates that no City funds have been or are being used toward the sale or maintenance of the Asherwood estate.

As seen in the attached audit, the FY19 expenses for the donated real estate were \$1.2 million, which is the cause of the operating deficit. However, the core programs of GASF have operated with a surplus for the past two years. The core program expenses for FY2019 were – Revenue: \$1,427,905 Expenses: \$1,070,083; Net: \$357,822. When the core revenue and expenses for GASF are isolated, it is evident that the organization is in strong fiscal health, with revenues increasing by about 30% year-over-year for the past three years. The increased programmatic revenue and expenses are reflective of a growing organization.

During 2019 GASF strategically planned to invest in staffing related to fundraising and development. The hiring process for the organization's first major gifts officer is currently underway. Through coordinated efforts with the Center for the Performing Arts, SFL Consulting, a grantwriting consulting firm, was hired to lead foundation and government revenue generation. By contracting out this piece, GASF frees up staff resources necessary for cultivating relationships with individual donors and identifying possible major gift opportunities.

GASF has been able to leverage the City of Carmel's financial support in 2019 to successfully raise its organizational profile with regional, state, and federal funding organizations. First-time grants were secured from the Allen Whitehill Clowes Charitable Foundation, the Christel DeHaan Family Foundation, and the Indiana Arts Commission. GASF has also received first-time support from the National Endowment for the Arts, which provides financial latitude and is

a "stamp of approval" in the arts and culture sector. Other national funding opportunities are in process, including applications to the Institute of Museum and Library Services, the Grammy Foundation, and a follow-up application to the National Endowment for the Arts. GASF has also received continued funding from The Efroymson Fund, the Ted Snowden Foundation, and The Music Man Foundation, which significantly increased its financial support for a special project centered on making the Meredith Willson Collections more accessible to public audiences.

Programs Overview

GASF's four core programs continued to serve increased numbers of local and national audiences while maintaining a high artistic quality set by the organization's founder Michael Feinstein.

Songbook Academy participants with Michael Feinstein



Songbook Academy: This year marked the 10th anniversary of the Songbook Academy summer music intensive for young singers who have an interest in the American Songbook. Culminating in July, the top 40 finalists represented 16 states and included 7 Indiana students. During the week-long programming, Songbook finalists attended workshops and master classes with world-class mentors, including Broadway veterans, GRAMMY winners, Emmy winners, and educators from the country's top college arts programs. Including the master classes that were open to the public and the alumni events, the Academy served 3,140 music enthusiasts.

This year's mentors included Michael Feinstein, Melissa Manchester, Laura Osnes, Michael McElroy, Nat Zegree, and Sylvia McNair. The participant experience was enhanced this year with the addition of a fifth vocal coach and a music director team that allowed for a higher ratio of mentors to students and increased individualized instruction and rehearsal time for participants. The 2019 Songbook Youth Ambassador, Sadie Fridley, was a returning 2018 program alumna, who will serve as Youth Ambassador for one year. During that time, she will have the opportunity to perform locally and nationally with Michael Feinstein and represent the Songbook Foundation and perform at a variety of venues, such as the Songbook Celebration Gala (September 21, 2019) and the National Anthem at an Indianapolis Colts Game.



Perfect Harmony workshop participants

Perfect Harmony: The Perfect Harmony program is one of GASF’s runaway success stories . Its growth and success are directly attributed to listening to and meeting the needs of the community. Perfect Harmony began in collaboration with and earning the endorsement of the Greater Indiana Chapter of the Alzheimer's Association. GASF consults with a board-certified music therapist to ensure the program aligns with best practices and current research. No cure exists for Alzheimer's; therefore, many programs targeting those with the disease focus on promoting cognitive abilities, connecting and socializing with others, and incorporating hobbies and activities from their younger years as ways to reduce anxiety and stimulate brain functioning.

During FY2019, Perfect Harmony grew to serve 750 adults living with dementia and their caregivers, which was a 300% increase since its inception four years ago. The program is at capacity with a waitlist and constant public inquiry regarding the program. Proactively thinking about the future of the program, GASF has consulted with the Central Indiana Community Foundation’s Senior Fund and in 2019 applied for a grant to build program capacity through working with partner organizations and subject area experts. Perfect Harmony, at its core, is a celebration of the power of music, and in many ways, the power that music has, to bring people together to form community.

Songbook Gallery Exhibitions: During FY2019, GASF welcomed more than 5,000 visitors on-site to explore its exhibition, “The Andrews Sisters: Queens of the Jukebox,” which featured images and artifacts from the Robert Boyer Collection and Andrews Sisters Collections in GASF’s archives. The story of the Andrews sisters (“Boogie Woogie Bugle Boy”) is one of Depression-era grit and optimism. But it took far more than raw talent and pluck to create one of the most popular singing groups the world has ever seen. Years of hard work rehearsing and touring, changes in how Americans bought and heard music, and a cast of devoted family and friends all helped turn three working-class girls from Minnesota into “*The Queens of the Jukebox.*” The exhibit featured an interactive display of rare audio recordings and endless performance footage. In addition, GASF traveling exhibitions were displayed at 12 different locations throughout Indianapolis and Carmel, including Carmel Clay Middle School, Carmel Clay Public Library, The Center for the Performing Arts, and PrimeLife Enrichment.

Songbook Collections Stewardship: At the heart of every museum and archive is its collections. Collection stewardship includes legal, social, and ethical obligations to provide proper physical storage, management, and care for museum and archival collections and associated documentation, as well as proper intellectual control. As these collections are held in trust for the public and made accessible for the public's benefit, effective collection stewardship ensures that the objects the museum owns, borrows, holds in its custody, and/or uses are available and accessible to current and future generations. GASF has an extensive and continually growing collection of Songbook related materials. Ensuring best practices in collections care and management is paramount to foster public access, scholarly research, and innovative programming.

Several collection-based projects were completed or begun in FY2019. GASF received a grant from The Music Man Foundation to digitize, preserve, and make publicly accessible a subsection of the Meredith Willson Collection. Building on the support from The Music Man Foundation, GASF applied for and received a 2019 grant from the National Endowment for the Arts for a subsequent phase of the collection's digitization and dissemination. The Meredith Willson Collection is quite vast and contains over 2,000 audiovisual items and over 100,000 pages of paper documentation. Stewardship for a collection of this size is a significant investment, and it is progressing at a consistent pace through the funding GASF has secured. Additional stewardship projects have been submitted to grantors such as the GRAMMY Foundation, the National Endowment for the Arts, and the Institute of Museum and Library Services. Support of the City of Carmel, which invests in GASF's stewardship efforts, serves as the foundation for the organization's success in this area and helps GASF leverage these additional grants.

Conclusion

The Great American Songbook Foundation is ended fiscal year 2019 with many financial and organizational successes, which build upon the City's vital support of one of its anchor cultural institutions. Mayor Brainard's vision for the arts in Carmel has transformed the city and allowed organizations like GASF to serve the community and have a national presence. The Board and staff of the Songbook appreciate the support from Mayor Brainard and the City of Carmel and look forward to another year of organizational success.

“With our Arts & Design District, City Center, and our consistent support for local arts organizations with city grants, we feel we are not only building a successful city, but also playing a vital role in the much larger picture of encouraging America to embrace the arts.”

Mayor Jim Brainard,

“On Carmel, Indiana's Arts and Cultural District”

Americans for the Arts

RESOLUTION NO. BPW 04-01-20-02

**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: _____

MuniServices, LLC

Department of Administration - 2020

Appropriation# _____; P.O. _____

City of Carmel, Indiana

Amendment 2 to Professional Services Agreement

This Amendment 2 is entered into by and between the City of Carmel, Indiana acting by and through its Board of Public Works and Safety ("Customer") and MuniServices ("Vendor") pursuant to the Professional Services Agreement between Customer and Vendor, dated August 9, 2018, and Amendment 1 to Professional Services Agreement, dated March 5, 2019.

The Terms defined in the Master Agreement shall have the same meaning ascribed to them when used in this Amendment unless otherwise expressly defined herein.

The Parties agree to the following:

Section 6, Term shall be modified as follows: Delete "March 20, 2020" and substitute "March 20, 2021".

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and it is effective immediately.

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

MUNISERVICES, LLC

BY:



James Brainard, Presiding Officer
Date: 3-19-2020

BY:



Authorized Signature

Printed Name: Michael Melka

Mary Ann Burke, Member
Date: _____

Title: CFO

Date: 3/17/20

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk

LPA - CONSULTING CONTRACT

APPROVED
By Jon Oberlander at 3:09 pm, Mar 25, 2020

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between CITY OF CARMEL, INDIANA, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and CROSSROAD ENGINEERS, PC ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1702127 Project Description: 116th St. & Guilford Rd. Roundabout Construction, Carmel, IN

Des. No.: 1702128 Project Description: 116th St. & College Ave. Roundabout Construction, Carmel, IN

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 2021. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 408,700.00 (\$203,600.00 for DES 1702127 and \$205,100.00 for DES 1702128)

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

SECTION VI GENERAL PROVISIONS

1. Access to Records. The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all

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

2. Assignment; Successors.

- A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

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

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

5. Certification for Federal-Aid Contracts Lobbying Activities.

- A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

7. **Compliance with Laws.**

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

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

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

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

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

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

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible,

or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

- vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.
9. **Confidentiality of LPA Information.**
- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA’s prior written consent.
 - B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT

agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

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

11. **DBE Requirements.**

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

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

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more

employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.
- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
 - (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following

the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
- i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
 - iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
 - v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
 - vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The

CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence,

\$2,000,000.00 general aggregate. Coverage shall be on an occurrence form and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days' notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days' notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days' notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

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

2. The policy shall provide thirty (30) days' notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

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

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

Notices to the LPA shall be sent to:

Carmel City Engineer
One Civic Square
Carmel, Indiana 46032

Notices to the CONSULTANT shall be sent to:

CrossRoad Engineers, PC
3417 Sherman Drive
Beech Grove, Indiana 46107

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

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

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or

misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- Carmel City Engineer
One Civic Square
Carmel, Indiana 461032
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall

be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of

termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
CrossRoad Engineers, PC



Trent E. Newport, President

LOCAL PUBLIC AGENCY
Board of Public Works
Carmel, Indiana

James Brainard, Mayor

Lori Watson, Member

Mary Ann Burke, Member

Attest:



William F. Hall II, Vice President

Attest:

Sue Wolfgang, Clerk of the City

APPENDIX "A"

SERVICES BY CONSULTANT

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

The CONSULTANT shall be responsible for the following:

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The fulltime Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the Local Public Agency detailed documentation concerning its acceptability.

2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules

prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to ensure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment: Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
8. Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.

- b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
- a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Manual for Frequency of Sampling and Testing and Basis for use of Materials and in accordance with current accepted practices.
 - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
 - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.
12. Records:
- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.

- b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or logbook to the Local Public Agency.
 - c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.

17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.

18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA

The LPA shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between Consultant, INDOT and the Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

APPENDIX "C"

SCHEDULE

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

The CONSULTANT will be prepared to begin the work under this agreement within five (5) days after a Letter of Notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the final construction record and final estimate to the District Director within forty-five (45) calendar days after the contractor's last day of work, which is estimated to be December 2021.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ 408,700.00 (\$203,600.00 for DES 1702127 and \$205,100.00 for DES 1702128), unless a supplement is executed by the parties that increases the maximum amount payable.
2. The CONSULTANT shall be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

<u>Labor Classification</u>	<u>Negotiated Hourly Rates 2020</u>	<u>Negotiated Hourly Rates 2021</u>
Director	\$154.10	\$158.72
Resident Project Rep.	\$ 88.98	\$ 91.65
Project Inspector	\$ 60.23	\$ 62.04
Asst. Proj. Inspector	\$ 43.73	\$ 45.04
Senior Project Manager	\$119.29	\$122.87
Project Manager	\$101.90	\$104.96
CADD Technician	\$ 67.21	\$ 69.23

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, long distance calls, equipment rentals, reproduction, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LPA prior to any reimbursement thereof.

5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week by that individual. Holidays hours not worked on the Contract do not apply to the 40-hour week total.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

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

Carmel City Engineer
One Civic Square
Carmel, Indiana 461032

1. The claim vouchers shall represent the value to the Local Public Agency (LPA) of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.
3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 12 of this Contract or the CONSULTANT's last known address.
4. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify the LPA and the status will be evaluated.



March 20, 2020

Jeremy Kashman, City Engineer
City of Carmel
One Civic Square
Carmel, Indiana 46032

RE: 116th Street & Guilford Road Roundabout Construction (DES # 1702127)
116th Street & College Avenue Roundabout Construction (DES # 1702128)
Fee Proposal for Professional Services

Dear Jeremy:

As you requested, we have prepared a fee proposal to provide full-time construction inspection services for the above referenced projects. With a scheduled May 2020 bid letting, it is anticipated that construction start up would begin the first of July and continue through mid-November. Then construction would begin again in spring 2021 for an expected 8 weeks for the final miscellaneous work and landscaping. Prior to the construction start up, utility companies will be relocating their facilities. Work will occur on both projects at the same to allow traffic to be maintained during construction.

Below is a listing of individuals we expect to be using on this project:

Trent E. Newport	Director
Lance Stahley	Resident Project Representative (RPR)
To Be Named	Project Inspector
To Be Named	Assistant Project Inspectors
To Be Named	CADD Technicians (As Builts)

Since both projects will be constructed simultaneously and over the same duration of time, we have budgeted the same hours and personnel for each project. For the utility relocation activities prior to the construction startup (4 weeks), our weekly budget is 2 hours for the Director, 6 hours for the RPR, and 16 hours for the Project Inspector. During the 20 weeks duration for the construction, our weekly budget is 5 hours for the Director, 24 hours for the RPR, 50 hours for the Project Inspector, and 40 hours for the Assistant Project Inspector. For the final miscellaneous work and landscaping (8 weeks), our weekly budget is 2 hours for the Director, 6 hours for the RPR, and 16 hours for the Project Inspector. Once the construction activities been completed, we will be completing the final construction records. These budgeted hours, with the corresponding billing rates, yield the estimated costs shown on the attached spreadsheets.

If you should have any questions or need any further information, please call me
Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Trent E. Newport", is positioned above the printed name.

Trent E. Newport, PE, PS
President



116th & Guilford Roundabout Construction

Des. No. 1702127

City of Carmel

Estimated Costs for Construction Inspection

ACTIVITY		DIR	RES PROJ REP	PROJ INSP	ASST PROJ INSP	CADD TECH
Utility Relocation Duration (2020)	4 wks	8	24	64	0	0
Major Const Duration (2020)	20 wks	100	480	1000	800	0
Misc. & Landscaping (2021)	8 wks	16	48	128	0	0
Complete Final Record	6 wks	8	16	40	0	8
TOTAL HOURS		132	568	1232	800	8

The proposed fee for these estimated hours is as follows:

DIRECT LABOR COSTS --

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director (2020)	\$154.10	108	\$16,642.80
Director (2021)	\$158.72	24	\$3,809.28
Resident Proj. Rep. (2020)	\$88.98	504	\$44,845.92
Resident Proj. Rep. (2021)	\$91.65	64	\$5,865.60
Project Inspector (2020)	\$60.23	1064	\$64,084.72
Project Inspector (2021)	\$62.04	168	\$10,422.72
Asst. Proj. Inspector (2020)	\$43.73	800	\$34,984.00
Asst. Proj. Inspector (2021)	\$45.04	0	\$0.00
CADD Technician (2021)	\$69.23	8	\$553.84
TOTAL DIRECT LABOR COSTS			\$181,208.88

DIRECT NON - LABOR COSTS --

MILEAGE		<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.38 /mile	
Director	50 miles/wk x 32 weeks	\$608.00
Res. Proj. Rep. (Utility Coord. & Misc.)	100 miles/wk x 12 weeks	\$456.00
Res. Proj. Rep. (Major)	250 miles/wk x 20 weeks	\$1,900.00
Proj. Inspector (Utility Coord. & Misc.)	100 miles/wk x 12 weeks	\$456.00
Proj. Inspector (Major)	250 miles/wk x 20 weeks	\$1,900.00
Asst. Proj. Inspector (Major)	200 miles/wk x 20 weeks	\$1,520.00
ON-SITE MATERIALS TESTING		
See attached on-site material testing proposal from Resource International, Inc.		\$9,990.91
SURROUNDING PROJECT COORDINATION & MOT DISCUSSIONS		
See attached proposal from DB Engineering, LLC		\$5,500.00
		\$22,330.91
TOTAL ESTIMATED COSTS		\$203,539.79
USE (For 116th & Guilford)		\$203,600.00



116th Street @ Guilford Road, DES #1702127

Proposal No 20-1013

Proposal Date 18-Mar-20

Budget Estimate

Soils Inspection & Testing									
	Units per Day	Estimated Days	Estimated Quantity	Unit	Unit Cost	=	Estimated Total	Scope	
Project Manager			11.25	Hours X	\$125.00	=	\$1,406.25	Common Excavation	8 Day(s)
Construction Inspector - Regular	4	15	60.00	Hours X	\$84.94	=	\$5,096.25	Subgrade Treatment	2 Day(s)
Construction Inspector - Overtime	0	15	0.00	Hours X	\$119.04	=	\$0.00	Compacted Aggregate	4 Day(s)
Dynamic Cone Penetrometer			18.00	Test X	\$10.00	=	\$180.00	Dense Graded Subbase	1 Day(s)
Light Weight Deflectometer	1	8	8.00	Day X	\$50.00	=	\$400.00		
Mileage	6	15	90.00	Mile X	\$0.38	=	\$34.20		
Subtotal Soils Inspection & Testing							\$7,116.70		15 Day(s)
Concrete Inspection & Testing									
	Units per Day	Estimated Day	Estimated Quantity	Unit	Unit Cost	=	Estimated Total	Scope	
Project Manager			3.00	Hours X	\$125.00	=	\$375.00	Drive Approach	1 Day(s)
Construction Inspector - Regular	4	7	28.00	Hours X	\$84.94	=	\$2,378.25	Curb	5 Day(s)
Construction Inspector - Overtime	0	7	0.00	Hours X	\$119.04	=	\$0.00	Truck Apron	1 Day(s)
Concrete Test Kit	1	7	7.00	Day X	\$15.00	=	\$105.00		
Mileage	6	7	42.00	Mile X	\$0.38	=	\$15.96		7 Day(s)
Subtotal Concrete Inspection & Testing							\$2,874.21		
Estimated Total							\$9,990.91		

Resource International Inc. will provide the required testing as indicated at the rates provided above. Please note that our technician will provide a minimum service of 4 hours for each scheduled day. Rii's technicians will enter test results into Site Manager.



116th & College Roundabout Construction

Des. No. 1702128

City of Carmel

Estimated Costs for Construction Inspection

ACTIVITY		DIR	RES PROJ REP	PROJ INSP	ASST PROJ INSP	CADD TECH
Utility Relocation Duration (2020)	4 wks	8	24	64	0	0
Major Const Duration (2020)	20 wks	100	480	1000	800	0
Misc. & Landscaping (2021)	8 wks	16	48	128	0	0
Complete Final Record	6 wks	8	16	40	0	8
TOTAL HOURS		132	568	1232	800	8

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Resident Proj. Rep. (2021)	\$91.65	64	\$5,865.60
Project Inspector (2020)	\$60.23	1064	\$64,084.72
Project Inspector (2021)	\$62.04	168	\$10,422.72
Asst. Proj. Inspector (2020)	\$43.73	800	\$34,984.00
Asst. Proj. Inspector (2021)	\$45.04	0	\$0.00
CADD Technician (2021)	\$69.23	8	\$553.84
TOTAL DIRECT LABOR COSTS			\$181,208.88

DIRECT NON - LABOR COSTS --

<u>MILEAGE</u>		<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is	\$0.38 /mile	
Director	50 miles/wk x 32 weeks	\$608.00
Res. Proj. Rep. (Utility Coord. & Misc.)	100 miles/wk x 12 weeks	\$456.00
Res. Proj. Rep. (Major)	250 miles/wk x 20 weeks	\$1,900.00
Proj. Inspector (Utility Coord. & Misc.)	100 miles/wk x 12 weeks	\$456.00
Proj. Inspector (Major)	250 miles/wk x 20 weeks	\$1,900.00
Asst. Proj. Inspector (Major)	200 miles/wk x 20 weeks	\$1,520.00
ON-SITE MATERIALS TESTING		
See attached on-site material testing proposal from Resource International, Inc.		\$10,952.47
SURROUNDING PROJECT COORDINATION & MOT DISCUSSIONS		
See attached proposal from DB Engineering, LLC		\$6,000.00
		\$23,792.47
TOTAL ESTIMATED COSTS		\$205,001.35
USE (For 116th & College)		\$205,100.00



116th St. and College Ave – DES #1702128

Proposal No 20-1014

Proposal Date 18-Mar-20

Budget Estimate

Soils Inspection & Testing	Units per Day	Estimated Days	Estimated Quantity	Unit	Unit Cost	Estimated Total	Scope
Project Manager			12.75	Hours X	\$125.00 =	\$1,593.75	Exavation & Borrow 8 Day(s)
Construction Inspector - Regular	4	17	68.00	Hours X	\$84.94 =	\$5,775.75	Subgrade Treatment 5 Day(s)
Construction Inspector - Overtime	0	17	0.00	Hours X	\$119.04 =	\$0.00	Str. Backfill 2 Day(s)
Dynamic Cone Pentrometer			27.00	Test X	\$10.00 =	\$270.00	Compacted Aggregate 2 Day(s)
Light Weight Deflectometer	1	8	8.00	Day X	\$50.00 =	\$400.00	
Mileage	6	17	102.00	Mile X	\$0.38 =	\$38.76	
Subtotal Soils Inspection & Testing						\$8,078.26	17 Day(s)
Concrete Inspection & Testing	Units per Day	Estimated Day	Estimated Quantity	Unit	Unit Cost	Estimated Total	Scope
Project Manager			3.00	Hours X	\$125.00 =	\$375.00	Drive Approach 1 Day(s)
Construction Inspector - Regular	4	7	28.00	Hours X	\$84.94 =	\$2,378.25	Curb 5 Day(s)
Construction Inspector - Overtime	0	7	0.00	Hours X	\$119.04 =	\$0.00	Truck Apron 1 Day(s)
Concrete Test Kit	1	7	7.00	Day X	\$15.00 =	\$105.00	
Mileage	6	7	42.00	Mile X	\$0.38 =	\$15.96	7 Day(s)
Subtotal Concrete Inspection & Testing						\$2,874.21	
Estimated Total						\$10,952.47	

Resource International Inc. will provide the required testing as indicated at the rates provided above. Please note that our technician will provide a minimum service of 4 hours for each scheduled day. Rii's technicians will enter test results into Site Manager.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103891

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
3/23/2020			068025	Project 16-ENG-43 - INDOT LPA Des 1702127; Contract Date 04.01.20
CROSSROAD ENGINEERS, PC		City Engineering's Office		
VENDOR 3417 S SHERMAN DR		SHIP TO 1 Civic Square		
BEECH GROVE, IN 46107 -		Carmel, IN 46032- Kate Lustig		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45429				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 202 Local Road & Street Fund

Account: 43-509.00

1 Each

Des 1702127 - 116th Street and Guilford Road RAB -
Inspection

\$40,720.00

\$40,720.00

Sub Total

\$40,720.00



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
				\$40,720.00

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

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

ORDERED BY

Jeremy Kashman
Director

James Crider
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **103891**

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

103893

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
3/23/2020			068025	Project 16-ENG-43 - INDOT LPA Des 1702127; Contract Date 04.01.20

CROSSROAD ENGINEERS, PC VENDOR 3417 S SHERMAN DR BEECH GROVE, IN 46107 -	City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Kate Lustig
---------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45431				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 COIT Bond Fund

Account: 44-628.71

1 Each

Des 1702127 - 116th Street and Guilford Road RAB -
Inspection

\$162,880.00 \$162,880.00

Sub Total **\$162,880.00**



Send Invoice To:

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$162,880.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C O D SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
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PAYMENT

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ORDERED BY

Jeremy Kashman
Director

TITLE

James Crider
Director of Administration

CONTROL NO. **103893**

CONTROLLER

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

103890

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
3/23/2020			068025	Project 16-ENG-42 - INDOT LPA Des 1702128; Contract Date 04.01.20

CROSSROAD ENGINEERS, PC
VENDOR 3417 S SHERMAN DR

BEECH GROVE, IN 46107 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45427				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 202 Local Road & Street Fund

Account: 43-509.00

1 Each

Des 1702128 - 116th Street and College Avenue RAB -
Inspection

\$41,020.00 \$41,020.00

Sub Total \$41,020.00



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
				\$41,020.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
- *PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
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PAYMENT

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ORDERED BY

Jeremy Kashman
Director

James Crider

Director of Administration

TITLE

CONTROLLER

CONTROL NO. **103890**

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103892

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
3/23/2020			068025	Project 16-ENG-42 - INDOT LPA Des 1702128; Contract Date 04.01.20
CROSSROAD ENGINEERS, PC VENDOR 3417 S SHERMAN DR BEECH GROVE, IN 46107 -			City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Kate Lustig	
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45430				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 COIT Bond Fund

Account: 44-628.71

1 Each	Des 1702128 - 116th Street and College Avenue RAB - Inspection	\$164,080.00	\$164,080.00
		Sub Total	\$164,080.00



Send Invoice To:

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$164,080.00

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

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ORDERED BY

Jeremy Kashman
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **103892**

APPROVED

By Jon Oberlander at 8:39 am, Mar 25, 2020

Indy Trolley, LLC
Department of Community Relations - 2020
Appropriation # 43-593.00 Fund; P.O. #103739; 103810
Contract Not To Exceed \$29,420.00

**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 Indy Trolley, LLC, (the "Vendor"), as City Contract dated December 16, 2015 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Indy Trolley, LLC

By:

By:

James Brainard, Presiding Officer
Date: _____

Authorized Signature



Printed Name

Director of Operations

Title

FID/TIN: 46-1038874

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

Last Four of SSN if Sole Proprietor: _____

ATTEST:

Date: 3/19/2020

Sue Wolfgang, Clerk
Date: _____

IndyTrolley.com

2020 City of Carmel Indy Trolley Event Service Requests

\$1,215.00 4.5hrs. Trolley #1 -February 8th, 5:00pm - 9:30pm –Valentine’s Day Trolley

\$1,485.00 5.5hrs. Trolley #1 -July 18th, 5:00pm – 10:30pm Art of Wine

Holiday Trolleys:

\$1,215.00 4.5hrs. Trolley #1 -November 27th, 5:00pm – 9:30pm

\$1,315.00 4.5hrs. Trolley #2 -November 27th, 5:00pm – 9:30pm

\$2,025.00 7.5hrs. Trolley #1 -November 28th, 2:00pm – 9:30pm

\$2,125.00 7.5hrs. Trolley #2 -November 28th, 2:00pm – 9:30pm

\$1,215.00 4.5hrs. Trolley #1 -December 4th, 5:00pm – 9:30pm

\$1,315.00 4.5hrs. Trolley #2 -December 4th, 5:00pm – 9:30pm

\$2,025.00 7.5hrs. Trolley #1 -December 5th, 2:00pm – 9:30pm

\$2,125.00 7.5hrs. Trolley #2 -December 5th, 2:00pm – 9:30pm

\$1,215.00 4.5hrs. Trolley #1 -December 11th, 5:00pm – 9:30pm

\$1,315.00 4.5hrs. Trolley #2 -December 11th, 5:00pm – 9:30pm

\$2,025.00 7.5hrs. Trolley #1 -December 12th, 2:00pm – 9:30pm

\$2,125.00 7.5hrs. Trolley #2 -December 12th, 2:00pm – 9:30pm

\$1,215.00 4.5hrs. Trolley #1 -December 18th, 5:00pm – 9:30pm

\$1,315.00 4.5hrs. Trolley #2 -December 18th, 5:00pm – 9:30pm

\$2,025.00 7.5hrs. Trolley #1 -December 19st, 2:00pm – 9:30pm

\$2,125.00 7.5hrs. Trolley #2 -December 19st, 2:00pm – 9:30pm

\$29,420.00 Total Bid

The City of Carmel will be invoiced for each Trolley and date individually. We respectfully request that a separate check be written for each invoice serviced.

Thank you!

12/13/2019

12/18/2019 Revised

Exhibit A
1 of 1

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103810

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
2/21/2020			370161	TROLLEY SERVICES FOR 2020 EVENTS
INDYTROLLEY LLC VENDOR 1900 PLEASANT DR #900 NOBLESVILLE, IN 46060 -		Community Relations SHIP TO 1 Civic Square Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
44576				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-593.00

1 Each

TROLLEY SERVICES FOR 2020 EVENTS

\$28,205.00	\$28,205.00
Sub Total	\$28,205.00



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$28,205.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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ORDERED BY

Nancy S. Heck

Nancy Heck
Director

TITLE

James Crider

James Crider
Administration

CONTROL NO. 103810

CONTROLLER

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

103739

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/28/2020			370161	TROLLEY FOR VALENTINE'S MEET ME ON MAIN

INDYTROLLEY LLC **Community Relations**
VENDOR 1900 PLEASANT DR #900 **SHIP TO 1 Civic Square**
Carmel, IN 46032-
NOBLESVILLE, IN 46060 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
43760				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-593.00

1 Each	TROLLEY SERVICE FOR 02/08/20 - VALENTINE'S MEET ME ON MAIN EVENT	\$1,215.00	\$1,215.00
		Sub Total	\$1,215.00



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$1,215.00

SHIPPING INSTRUCTIONS

- *SHIP PREPAID.
- *C.O.D. SHIPMENT CANNOT BE ACCEPTED.
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PAYMENT

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Nancy S. Heck

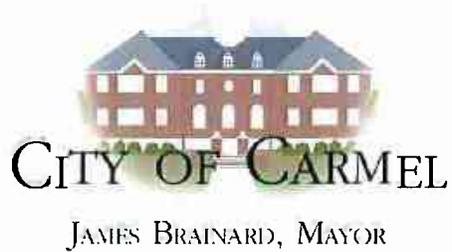
ORDERED BY

Nancy Heck
Director

TITLE

CONTROLLER

CONTROL NO. 103739



March 25, 2020

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

RE: REQUEST OF PERFORMANCE BOND AMOUNT REDUCTION – ALBANY PLACE, SECTION 2

Dear Board Members:

Mr. Ed Fleming with Platinum Properties has requested Board approval to reduce a performance bond for Section 2 of the Albany Place development.

The following reductions are requested:

<u>Surety ID</u>	<u>Original Amount</u>	<u>Reduced Amount</u>
2982047-Erosion Control (lots)	\$30,620.00	\$15,000.00

After review of the bond reduction request, I recommend approval contingent upon the following conditions:

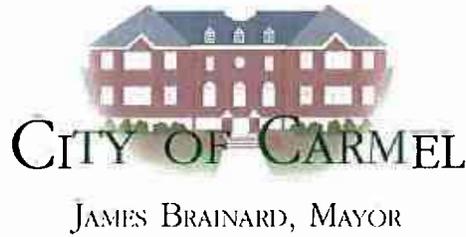
- Performance Guarantee amount cannot be reduced to an amount lower than the amount that will be required for the 3 year maintenance guarantee amount (10%)
- The Developer will assure that reduction amounts are notified by the surety of the issued surety upon approval by the Board.
- Upon 100% completion 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

S:\shared\NEW SHARED DRIVE\BPW\2020\Bond Releases\ALBANY PLACE SEC 2-BOND REDUCTION docx



March 25, 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–FUSE REPLACEMENTS

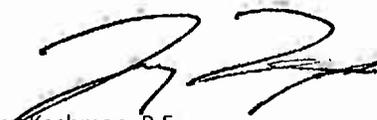
Dear Board Members:

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 and perform other maintenance on existing utility poles in various locations (exhibits attached). No new utility poles will be added as part of the project.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- A minimum 10' width of the lane restriction area shall be provided at all times.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the waiver approved this date does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-DUKE-HOMEPLACE FUSE REPLACEMENT.docx



USP: HOMEPAGE (430) CIRCUIT 1244 (12.47/7.2KV)
 1) HOMEPAGE (430) SUBSTATION AT
 1328 E 111TH ST
 INDIANAPOLIS, IN



Safety Reminders / Adverse Conditions
 TRAFFIC FLAGGING REQUIRED



Work Zone General Comments:

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.



P1:
 POLE 087-106
 (TRAFFIC FLAGGING REQUIRED)

REMOVE:
 EXISTING RECLOSER CONTROL
 EXISTING ANTENNA (IF NECESSARY)

INSTALL:
 S651R-NOVA TS RECLOSER CONTROL
 ANTENNA

TOWNSHIP: CLAY

Work Order Number:	31149723
Customer/Contact:	
Contact Phone:	
Job Site Address:	10555 WESTFIELD BLVD
City:	INDIANAPOLIS
County:	HAMILTON
State, Zip:	IN, 46280
Designer:	ARINZE EKWEALOR
Designer Phone:	765-969-6554
Circuit ID:	HOMEPAGE (430) CIRCUIT 1244
Primary Voltage:	12.47/7.2 KV
Permit Required:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No:	INDIANAPOLIS CITY
Permit Type/No 2:	
Permit Type/No 3:	
Permit Type/No 4:	



USP: HOMEPLACE (430), CIRCUIT 1247 (12.47/7.2KV)
 1) HOMEPLACE (430) SUBSTATION, 1328 E 111TH ST, INDIANAPOLIS, IN

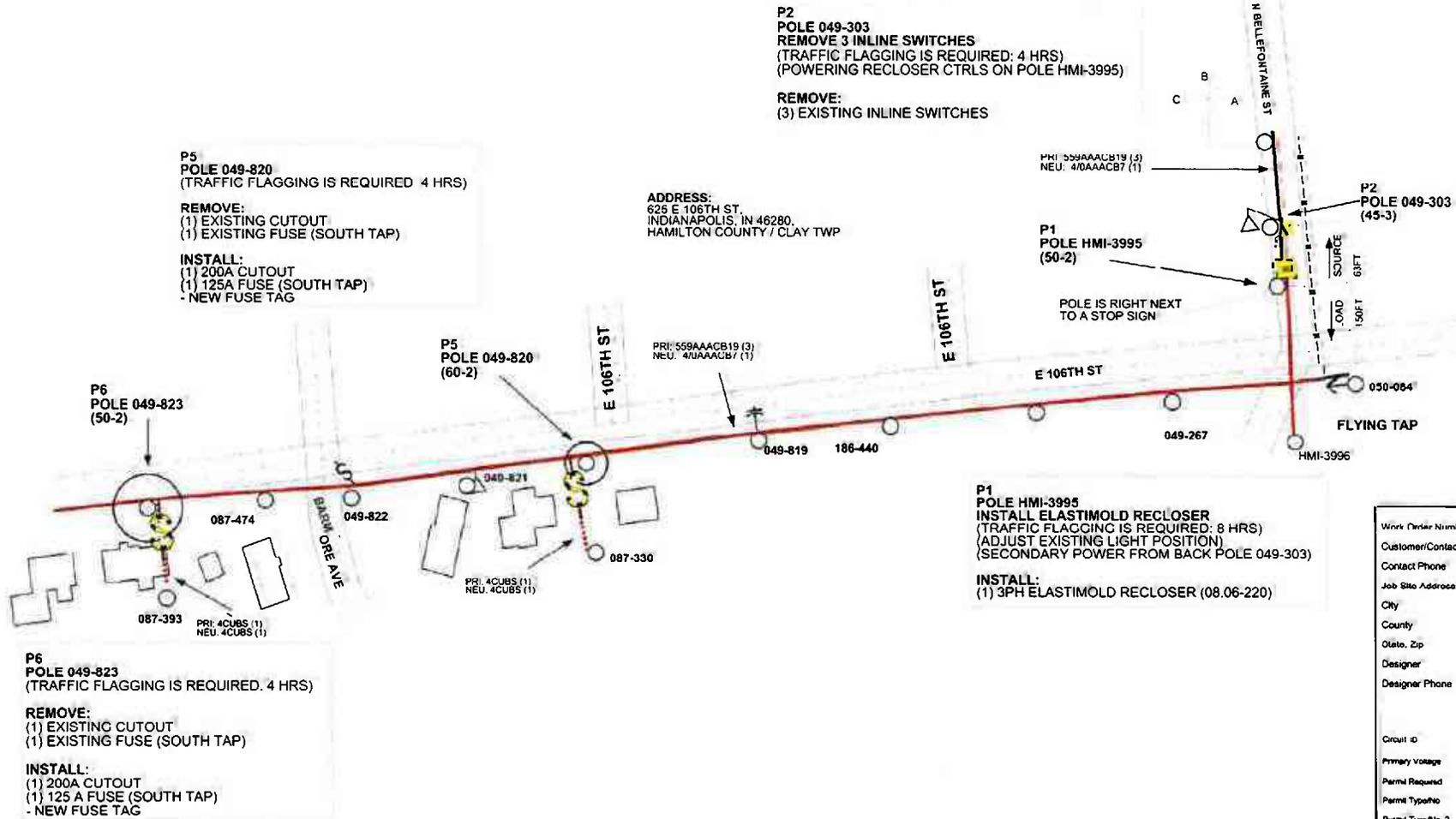


Safety Reminders / Adverse Conditions



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
WZS: TRAFFIC FLAGGING (20 HOURS)

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



Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	625 E 106TH ST
City	HOMEPLACE
County	HAMILTON / CLAY TWP
State, Zip	IN 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Circuit ID	HOMEPLACE (430) CIR 1247
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



USP: HOMEPLACE (430), CIRCUIT 1247 (12.47/7.2 KV)
1) HOMEPLACE (430) SUBSTATION, 1328 3 11TH ST, INDIANAPOLIS, IN

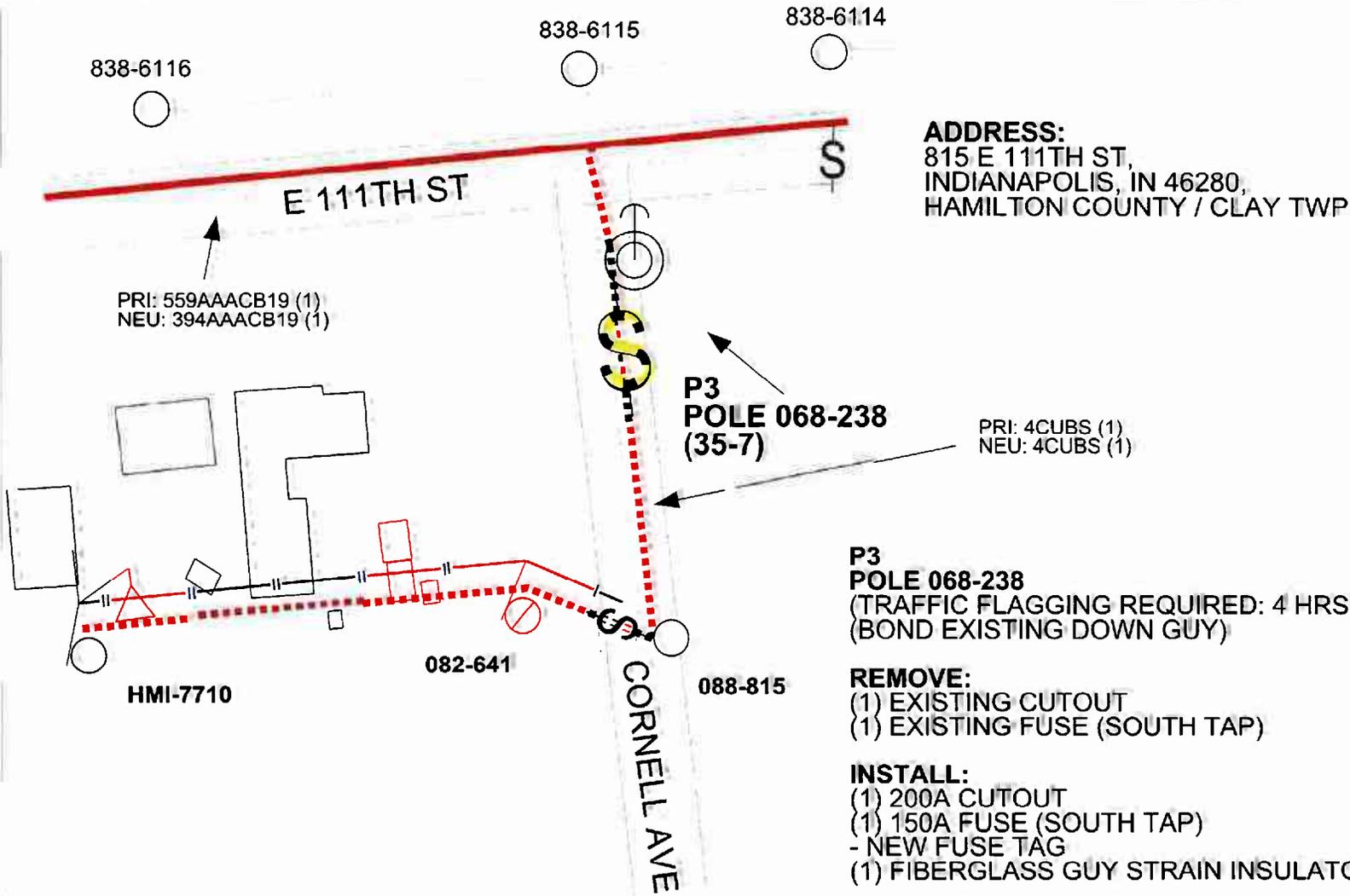


Safety Reminders / Adverse Conditions



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
WZS: TRAFFIC FLAGGING (4 HOURS)

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



Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-0711
Job Site Address	815 E 111TH ST
City	HOMEPLACE
County	HAMILTON / CLAY TWP
State, Zip	IN, 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Circuit ID	HOMEPLACE (430), CIR 1247
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



USP: HOMEPLACE (430), CIRCUIT 1247 (12.47/7.2 KV)
1) HOMEPLACE (430) SUBSTATION, 1328 3 11TH ST INDIANAPOLIS IN



Safety Reminders / Adverse Conditions



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
WZS: TRAFFIC FLAGGING (4 HOURS)

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.

PRI: 4CUBS (1)
NEU: 4CUBS (1)

077-017

P4
POLE 049-309
(45-2)

049-310

049-316

E 108TH ST

N BELLEFONTAINE ST

049-308

PRI: 559AAACB19 (3)
NEU: 4/0AAACB7 (1)

P4
POLE 049-309
(TRAFFIC FLAGGING IS REQUIRED: 4HRS)
(BOND EXISTING DOWN GUYS)

INSTALL:
(1) STEEL ARM BRACKET
(1) 100A CUTOUT
(1) 100A FUSE (NORTH TAP)
(4) FIBERGLASS GUY STRAIN INSULATOR
- NEW FUSE TAG

ADDRESS:
802 E 108TH ST,
INDIANAPOLIS, IN 46280
HAMILTON COUNTY / CLAY TWP



Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-0711
Job Site Address	802 E 108TH ST
City	HOMEPPLACE
County	HAMILTON / CLAY TWP
State, Zip	IN, 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Circuit id	HOMEPPLACE (430) CIR 1247 (12.47/7.2KV)
Primary Voltage	
Permit Required	Yes ___ No <input checked="" type="checkbox"/>
Permit Type/No	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



USP: USP: HOMEPLACE (430), CIRCUIT 1247 (12.47/7.2 KV)
 USP: 1) FUSE, 150 STD, POLE 049-824, @ 520 E 106TH ST, INDIANAPOLIS, IN
 USP: 2) RECLOSER, 800 EMST, POLE HMI-3995, @ 902 E 106TH ST, INDIANAPOLIS, IN
 USP: 3) HOMEPLACE (430) SUBSTATION, 1328 3 11TH ST, INDIANAPOLIS, IN
 USP:
 USP:



Safety Reminders / Adverse Conditions

7 LIMITED ACCESS - P10, P12
 7:
 7:
 7:



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
WZS: TRAFFIC FLAGGING (4 HOURS)

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.

N VALI DR

**P13
POLE 082-782
(LIMITED ACCESS)**

INSTALL:
 (1) FIBERGLASS EMB
 (1) 100A CUTOUT
 (1) 65A FUSE (SOUTH TAP)
 - NEW FUSE TAG

E VALI CT

PRI 4CUBS (1)
 NEU 4CUBS (3)

**P11
POLE 082-774
(LIMITED ACCESS)**

ADDRESS:
 10748 CORNERSTONE CT,
 INDIANAPOLIS, IN 46280,
 HAMILTON COUNTY / CLAY TWP

**P11
POLE 082-774
(LIMITED ACCESS)**

REMOVE
 (1) EMB
 (1) PRIMARY INSULATOR (USED AS DE)

INSTALL:
 (1) FIBERGLASS EMB
 (1) PRIMARY DEAD END
 (1) 100A CUTOUT
 (1) 65A FUSE (WEST TAP)
 - NEW FUSE TAG

TRANSFER:
 (1) PRIMARY DE CONDUCTOR (4CUBS)

N CORNERSTONE CT

PRI/NEU: 1/0ALTRXLPECNJ15 (1)

PAD-1B1

CENTRAL AVE

**P9
POLE 300-958**

REMOVE:
 (1) EXISTING FUSE (WEST UG TAP)

INSTALL:
 (1) 80A FUSE (WEST UG TAP)
 - NEW FUSE TAG

**P9
POLE 300-958
(40-4)**

PRI 4CUBS (1)
 NEU 4CUBS (1)

**P8
POLE 300-956
(40-5)**

ADDRESS:
 10660 CENTRAL AVE,
 INDIANAPOLIS, IN 46280,
 HAMILTON COUNTY / CLAY TWP

E 107TH ST

**P8
POLE 300-956**

**P8
POLE 300-956**

REMOVE:
 (1) EXISTING FUSE (WEST TAP)

INSTALL:
 (1) 80A FUSE (WEST TAP)
 - NEW FUSE TAG

**P7
POLE 186-680
(TRAFFIC FLAGGING IS REQUIRED: 4 HRS)**

INSTALL:
 (1) STEEL ARM BRACKET
 (1) 100A CUTOUT
 (1) 80A FUSE (NORTH TAP)
 - NEW FUSE TAG

**P7
POLE 186-680
(40-4)**

Work Order Num	9547667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-8711
Job Site Address	10748 CORNERSTONE CT
City	HOMEPLACE
County	HAMILTON / CLAY TWP
State, Zip	IN 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Tour ID	HOMEPLACE (430), CIR 1247
Primary Voltage	12.47/7.2 KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



Sheet 4 OF 7
 Scale = 1"=60'



USP: HOMEPPLACE (430), CIRCUIT 1247 (12.47/7.2 KV)
 USP: 1) RECLOSER, 800 CMST, HMI-3905 @ 902 E 106TH ST, INDIANAPOLIS, IN
 USP: 1) HOMEPPLACE (430) SUBSTATION, 1328 S 11TH ST, INDIANAPOLIS, IN
 USP:
 USP:

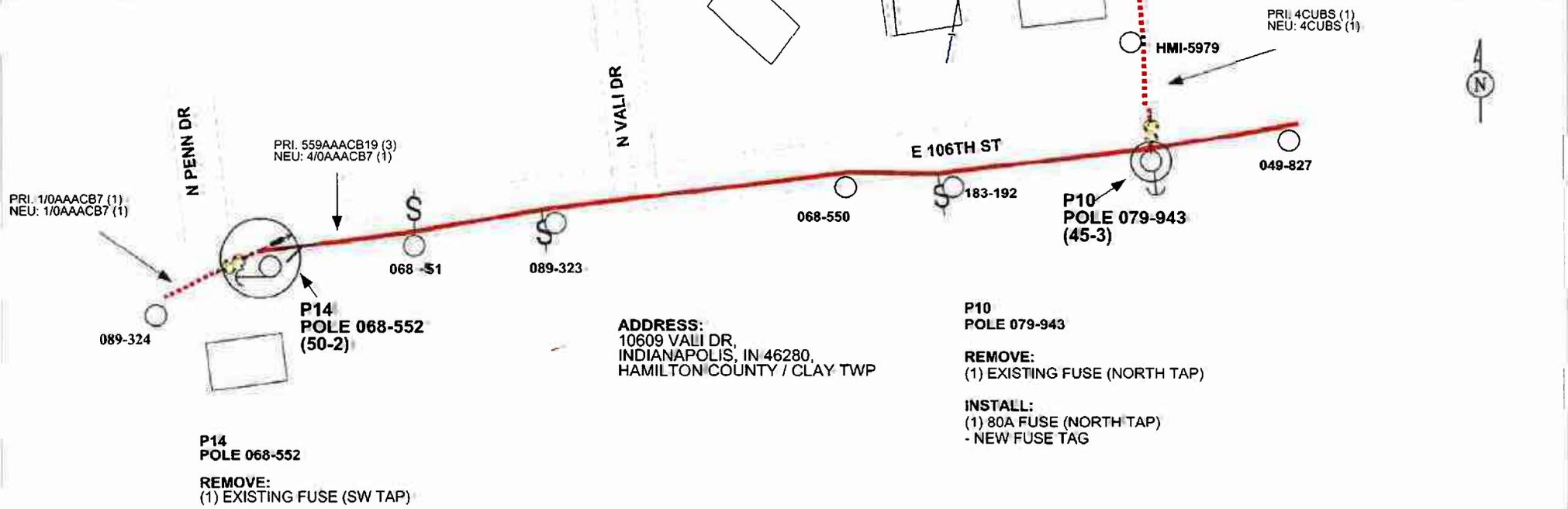


Safety Reminders / Adverse Conditions



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"

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.



PRI. 1/0AAACB7 (1)
 NEU: 1/0AAACB7 (1)

PRI. 559AAACB19 (3)
 NEU: 4/0AAACB7 (1)

PRI. 4CUBS (1)
 NEU: 4CUBS (1)

**P14
 POLE 068-552
 (50-2)**

**ADDRESS:
 10609 VALI DR,
 INDIANAPOLIS, IN 46280,
 HAMILTON COUNTY / CLAY TWP**

**P10
 POLE 079-943**

**REMOVE:
 (1) EXISTING FUSE (NORTH TAP)**

**INSTALL:
 (1) 80A FUSE (NORTH TAP)
 - NEW FUSE TAG**

**P14
 POLE 068-552**

**REMOVE:
 (1) EXISTING FUSE (SW TAP)**

**INSTALL:
 (1) 80A FUSE (SW TAP)
 - NEW FUSE TAG**

Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	10609 VALI DR
City	HOMEPPLACE
County	HAMILTON / CLAY TWP
State, Zip	IN 46280
Designer	ONUR EROGLU
Designer Phone	513-918-2252 X 1242
Circuit ID	HOMEPPLACE (430), CIRCUIT 1247
Primary Voltage	12.47/7.2 KV
Permit Required	<input checked="" type="checkbox"/>
Permit TypeNo	
Permit TypeNo 2	
Permit TypeNo 3	
Permit TypeNo 4	



USP: HOMEPLACE (430), CIRCUIT 1247 (12.47/7.2 KV)
 1) FUSE, 60 STD. POLE 098-351, @ 203 E 106TH ST, INDIANAPOLIS, IN
 2) RECLOSER, 800 EMST. POLE HMI-3995, @ 302 E 106TH ST, INDIANAPOLIS, IN
 3) HOMEPLACE (430) SUBSTATION, 1328.3 11TH ST, INDIANAPOLIS, IN



Safety Reminders / Adverse Conditions

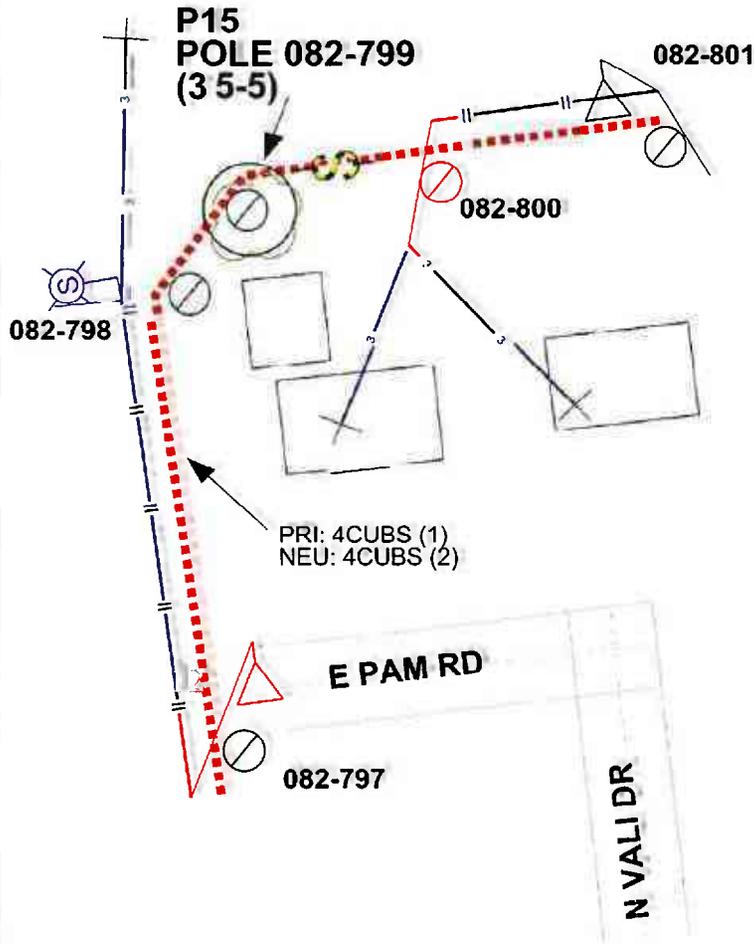
? LIMITED ACCESS



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
WZS: TREE TRIMMING (8 HOURS)

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.

ADDRESS:
 160 PAM RD,
 INDIANAPOLIS, IN 46280
 HAMILTON COUNTY/ CLAY TWP



P15
POLE 082-799
 (LIMITED ACCESS)
 (TREE TRIMMING REQUIRED)

REMOVE:
 (1) POST TOP BRACKET
 (1) PRIMARY INSULATOR (USED AS DE)

INSTALL:
 (1) PRIMARY DEAD END
 (1) FIBERGLASS EMB
 (1) 100A CUTOUT
 (1) 65A FUSE (EAST TAP)
 - NEW FUSE TAG

TRANSFER:
 (1) PRIMARY DE CONDUCTOR (4CUBS)

TREE TRIMMING NOTE:
 TYPE: BOTTOM OF POLE TO TOP OF POLE

CUSTOMER CONTACT
 MICHAEL MESERVY
 ADDRESS: 160 PAM RD, INDIANAPOLIS, IN 46280
 PHONE: 317-418-8588

Work Order Number	8847867
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	160 PAM RD
City	HOMEPLACE
County	HAMILTON / CLAY TWP
State, Zip	IN 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Circuit id	HOMEPLACE (430), CIRCUIT 1247
Primary Voltage	12.47/7.2 KV
Permit Required	Yes No
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



USP: HOMEPLACE (430), CIRCUIT 1247 (12.47/7.2 KV)
 1) FUSE, UNKNOWN TYPE AND SIZE, POLE 079-943, @ 230 E 106TH ST, INDIANAPOLIS, IN
 2) RECLOSER, 800 EMST, POLE HMI-3995, @ 902 E 106TH ST, INDIANAPOLIS, IN
 3) HOMEPLACE (430) SUBSTATION, 1328 3 11TH ST, INDIANAPOLIS, IN



Safety Reminders / Adverse Conditions
 ? : LIMITED ACCESS
 ? :
 ? :



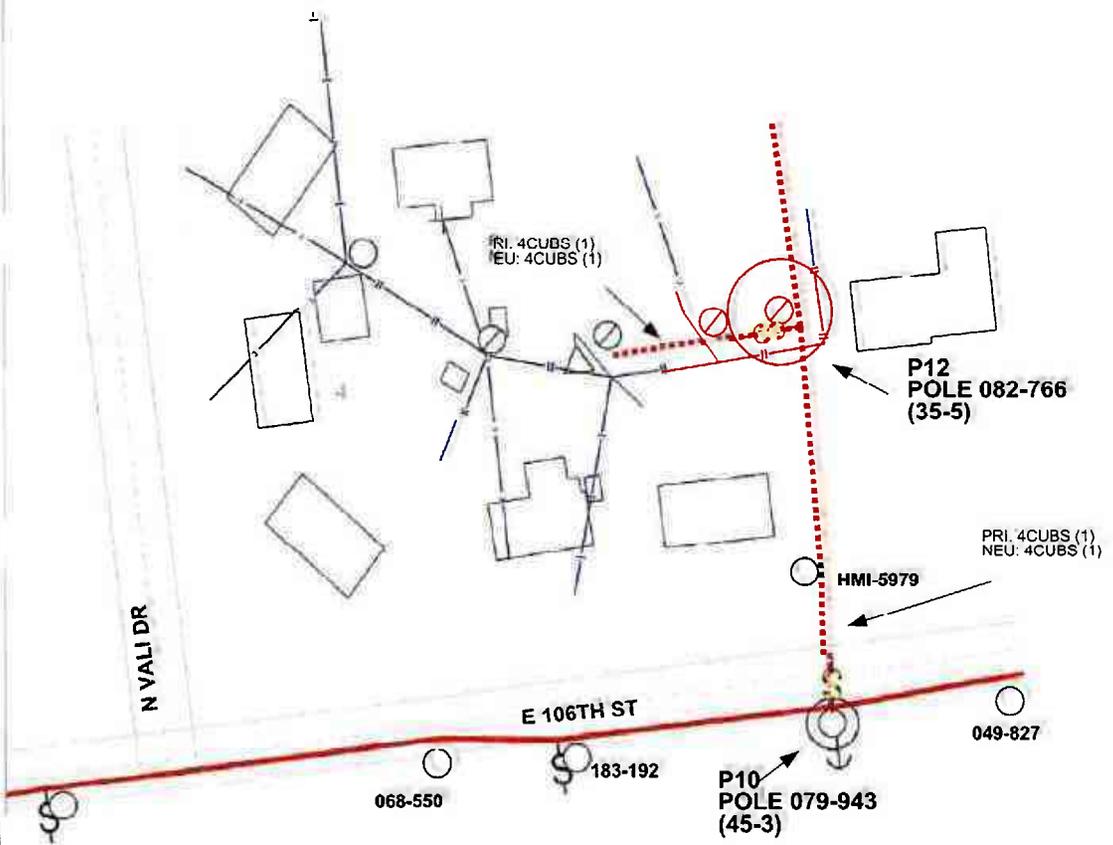
WZS: REMEMBER "YOUR CIRCLE OF SAFETY"

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.

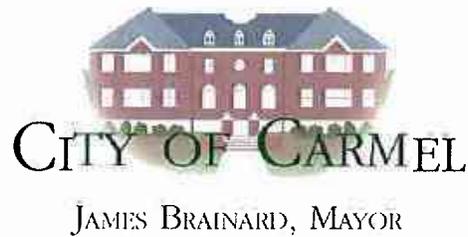
ADDRESS:
 350 E 106TH ST,
 INDIANAPOLIS, IN 46280
 HAMILTON COUNTY/ CLAY TWP

**P12
 POLE 082-766
 (LIMITED ACCESS)**

INSTALL:
 (1) FIBERGLASS EMB
 (1) 100A CUTOUT
 (1) 65A FUSE (WEST TAP)
 - NEW FUSE TAG



Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	350 E 106TH ST
City	HOMEPLACE
County	HAMILTON / CLAY TWP
State, Zip	IN 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Circuit ID	HOMEPLACE (430), CIRCUIT 1247
Primary Voltage	12.47 / 7.2KV
Permit Required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Permit Type/No	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



March 25, 2020

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

RE: NEW CURB CUT REQUEST, CURB CUT VACATION-ALLEY VARIANCE- HAMILTON CROSSING-12435 NORTH MERIDIAN

Dear Board Members:

Mr. Stu Huckelberry with Lennar has requested approval for the vacation of 3 existing curb cuts, 1 new curb cut, and a variance from city standard detail 10-09 associated with the proposed Monon Crossing Development at 1201 Rohrer Road. 3 existing curb cuts on the parcels being combined to create the development are proposed to be vacated and a new, centrally located curb cut will be installed as an entrance to the subdivision (Exhibit attached). The variance request is to allow the proposed alleys to be constructed.

There are no alignment or sight line issues associated with this request.

The Department of Engineering recommends that the Board approve the requested curb cut and curb cut vacations contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The portion of the proposed entrance within the right of way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6).
- Apron within right of way shall not exceed maximum width indicated on City Standard Details and shall be minimum 8" thickness concrete. (City of Carmel Standard Drawing 10-22) No portion of the proposed drive aprons within the City right of way shall encroach past the extension of the property line to the center of the street.
- Public streets and alleys shall be kept clean of dirt and debris at all times.
- The portion of the existing drive within the right of way is to be abandoned in accordance with Carmel City Code 6-227(h)(10).
- Petitioner understands that approval is granted for the items described above only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as a part of a separate process.
- Access to surrounding properties shall be maintained at all times.



JAMES BRAINARD, MAYOR

- The petitioner acknowledges that the vacation of the existing curb cut as shown on the attached exhibit terminates the approval and use of the curb cut immediately upon the demolition of the existing curb cut or construction of the new curb cut, whichever occurs first.
- Any damage to improvements within the public right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.
- The petitioner agrees to post all signage identifying the sidewalk closure and detour route prior to closing the sidewalk. A sign, measuring at least 18"x12", shall be posted on all sides of the closure indicating detour route and shall read "SIDEWALK CLOSED".

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\shared\NEW SHARED DRIVE\BPW\2020\CURB CUT & DRIVE VACATION-MONON CROSSING.docx

LENNAR

To: City of Carmel, Indiana
Board of Public Works
One Civic Square
Carmel, Indiana 46032

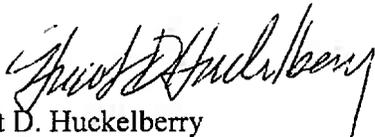
Date: March 11, 2020
Attn: Caleb Warner

Re: **Monon Crossing / Proposed Alley Design**

Caleb:

Please consider this letter as Lennar Homes of Indiana, Inc. formal request to seek a Waiver from Street Construction Standard Detail 10-9 to allow for the Proposed Private Alleys within the Monon Crossing development, as depicted on the attached Exhibit, to be constructed as Inverted Crown streets. The pavement cross section would remain consistent with the Carmel design standards for Local Streets.

Respectfully,



Stuart D. Huckelberry
Land Development Manager
Lennar Homes of Indiana, Inc.
9025 N. River Road – Suite 100
Indianapolis, Indiana 46240
stuart.huckelberry@lennar.com



To: City of Carmel, Indiana
Board of Public Works
One Civic Square
Carmel, Indiana 46032

Date: March 11, 2020
Attn: Caleb Warner

Re: **Monon Crossing / Rohrer Road**

Caleb:

Please consider this letter as Lennar Homes of Indiana, Inc. formal request to vacate the three existing drive locations located along the east side of Rohrer Road at the following approximate addresses and parcels.

1001 Rohrer Road / Parcel # 17-09-24-01-10-002.000
1101 Rohrer Road / Parcel # 17-09-24-04-10-001.000
1201 Rohrer Road / Parcel # 17-09-24-00-00-019.001

Access to the proposed Monon Crossing development will be via an anticipated new access centrally located along the east side of Rohrer Road.

Respectfully,

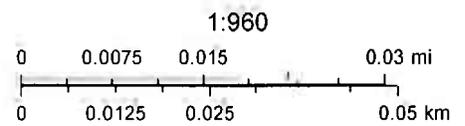
Stuart D. Huckelberry
Land Development Manager
Lennar Homes of Indiana, Inc.
9025 N. River Road – Suite 100
Indianapolis, Indiana 46240
stuart.huckelberry@lennar.com

Hamilton County, Indiana



March 10, 2020

Parcels



RESOLUTION NO. BPW 04-01-20-03

A RESOLUTION REQUESTING DEDICATION OF CERTAIN INFRASTRUCTURE OR OTHER IMPACT ZONE IMPROVEMENTS IN LIEU OF AND AS A CREDIT AGAINST THE PAYMENT OF PARKS AND RECREATION IMPACT FEES (“PRIF”) AND APPROVING A PRIF CREDIT AGREEMENT

WHEREAS, Indiana Code 36-7-4-1335 permits the application of a credit against the payment of impact fees for persons who construct or provide certain infrastructure or other improvements of a type for which a unit imposes an impact fee in an impact zone; and,

WHEREAS, City of Carmel Zoning Ordinance 29.07.05 permits the City of Carmel Board of Public Works and Safety (“Board”) to request that any person otherwise required to pay PRIF to instead finance, construct, and dedicate certain infrastructure or improvements in the Parks and Recreation Infrastructure Impact Zone (“Impact Zone”) located in Clay Township, Indiana and over which the City of Carmel, Indiana (“City”) exercises planning and zoning jurisdiction; and,

WHEREAS, City of Carmel Unified Development Ordinance 1.30(F) also permits the Board to determine the amount of PRIF credit any person requested to finance, construct, and dedicate certain infrastructure or improvements in the Impact Zone in lieu of PRIF payment shall receive, and to memorialize this determination in a credit agreement (“Credit Agreement”); and,

WHEREAS, the Board now desires to request that Carmel Development IV, an Indiana limited liability company (“LLC”), dedicate to the City, within sixty (60) days of which this Resolution is approved by the Board (the “End Date”), those certain infrastructure or improvements set forth on attached Exhibit A, the same being incorporated herein by this reference, in exchange for a PRIF credit the Board has determined should be in the amount of exactly Five Hundred Eighty Five Thousand, Four Hundred Eighty Four Dollars (\$585,484.00); and,

WHEREAS, Carmel Development IV, LLC, shall execute and return to the Board, by and through the Carmel Office of Corporation Counsel, the Credit Agreement set forth on attached Exhibit B, the same being incorporated herein by this reference, prior to the issuance of the improvement location fee for that certain improvement identified on attached Exhibit C, the same being incorporated herein by this reference; and

WHEREAS, PRIF in the amount of \$585,484.00 is due and owing by Carmel Development IV, LLC to the City by virtue of that certain improvement identified on attached Exhibit C (the “Targeted PRIF”); and,

WHEREAS, Carmel Development IV’s obligation to pay the Targeted PRIF to the City shall be held in abeyance until the earlier of the acceptance by the Board, in its sole discretion, or the infrastructure or improvements set forth on attached Exhibit A (“Board Acceptance”) or the End Date. Upon Board Acceptance, the City shall promptly enter the credit identified herein against Carmel Development IV, LLC’s Targeted PRIF obligations. If Board Acceptance does not occur by the End Date, no credit shall be entered against the Targeted PRIF and the same shall thereafter become immediately due and owing to the City.

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

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

2. The Board hereby requests that Carmel Development IV, LLC dedicate to the City those certain infrastructure or improvements set forth on attached Exhibit A, in exchange for a PRIF credit of exactly \$585,484.00, pursuant to the terms and conditions set forth hereinabove.

3. The Board hereby approves the Credit Agreement in the form as set forth in attached Exhibit B.

4. That Michael Hollibaugh, on behalf of the City and the Board, is hereby authorized and directed to take such actions as are lawful, necessary, and proper to effectuate the transaction approved by this Resolution.

SO RESOLVED.

Approved and adopted this _____ day of _____, 2020.

CARMEL 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: _____

EXHIBIT B
PRIF CREDIT AGREEMENT

COMES NOW Carmel Development IV, an Indiana limited liability company, by its undersigned, duly authorized agent, and states as follows:

Carmel Development IV, LLC hereby agrees to dedicate to the City of Carmel, Indiana, by and through its Board of Public Works and Safety, those certain infrastructure items or public improvements set forth in attached Exhibit A, the same being incorporated by this reference, in exchange for a Parks and Recreation Impact Fee ("PRIF") credit not to exceed \$585,484.00, as defined in Exhibit A.

SO AGREED this 20th day of March 2020.

Carmel Development IV, LLC

By:

Authorized Signature

Anthony W. Birkla
Printed Name

Managing Member
Title



Project Name:
 Estimate:
 Project Estimator:
 Updated:

Proscenium
Park Fee Offset Items
TH - RR
3/20/20

Statement of Probable Cost - Park Fee Offset Items

	Quantity					
<i>Handrails and Railings</i>	860	LF	\$ 166.54	/LF	\$	143,224.83
<i>Benches, Trash Cans</i>	1	LS			\$	8,963.74
<i>Bike Racks</i>	24	EA	\$ 474.39	/EA	\$	11,385.26
<i>Pavers</i>	3981	SF	\$ 27.49	/SF	\$	109,437.69
<i>Stamped Concrete</i>	15120	SF	\$ 12.22	/SF	\$	184,839.20
<i>Planters - Block</i>	3903	SF	\$ 13.25	/SF	\$	51,714.75
<i>Planters - Decorative Cap/Seat Walls</i>	1801	LF	\$ 14.00	/LF	\$	25,214.00
<i>Planters - Tree Insets Split Face w/ Cap</i>	25	EA	\$ 1,098.00	/EA	\$	27,450.00
<i>Landscaping, Raised Planters</i>	5267	SF	\$ 9.00	/SF	\$	47,403.00
<i>Landscaping, Plaza Grass Bed</i>	21113	SF	\$ 5.83	/SF	\$	123,088.79

Total Hard Cost \$ 732,721.26



PROJECT NAME	Proscenium Apartments Buildings 1-4
LOCATION:	
NAME OF APPLICANT	Tim Hill
ADDRESS	1215 S Rangeline Rd
PHONE:	317-753-4016

Proscenium - Carmel Dev IV 6-24-2019 Buildings 1-4 Matrix

	Number Units	Bedroom Type	
Building 1	72		\$ 213,984.00
Unit A1	33	1	
Unit A2	4	1	
Unit A3	1	1	
Unit B1	22	2	
Unit B2	1	2	
Unit C1	4	2	
UnitC2	3	2	
UnitC3	4	2	
Building 2	48		\$ 142,656.00
Unit A1	12	1	
UnitA2	15	1	
UnitA3	2	1	
Unit A4	3	1	
Unit A5	3	1	
Unit B1	7	2	
Unit B2	6	2	
Building 3	33		\$ 98,076.00
Unit A1	9	1	
Unit A2	3	1	
Unit A3	3	1	
Unit A4	3	1	
Unit A5	6	1	
Unit B1	9	2	
Building 4	44		\$ 130,768.00
Unit A1	20	1	
Unit B1	14	2	
Unit C1	3	2	
Unit C2	3	2	
Unit C3	4	2	
Total Units	197		
Apartments	197		
Condos	0		
Park and Rec Fee/ Unit	\$ 2,972.00		
Total Fee	\$ 585,484.00		



RESOLUTION NO. BPW 04-01-20-04

A RESOLUTION REQUESTING DEDICATION OF CERTAIN INFRASTRUCTURE OR OTHER IMPACT ZONE IMPROVEMENTS IN LIEU OF AND AS A CREDIT AGAINST THE PAYMENT OF PARKS AND RECREATION IMPACT FEES (“PRIF”) AND APPROVING A PRIF CREDIT AGREEMENT

WHEREAS, Indiana Code 36-7-4-1335 permits the application of a credit against the payment of impact fees for persons who construct or provide certain infrastructure or other improvements of a type for which a unit imposes an impact fee in an impact zone; and,

WHEREAS, City of Carmel Zoning Ordinance 29.07.05 permits the City of Carmel Board of Public Works and Safety (“Board”) to request that any person otherwise required to pay PRIF to instead finance, construct, and dedicate certain infrastructure or improvements in the Parks and Recreation Infrastructure Impact Zone (“Impact Zone”) located in Clay Township, Indiana and over which the City of Carmel, Indiana (“City”) exercises planning and zoning jurisdiction; and,

WHEREAS, City of Carmel Unified Development Ordinance 1.30(F) also permits the Board to determine the amount of PRIF credit any person requested to finance, construct, and dedicate certain infrastructure or improvements in the Impact Zone in lieu of PRIF payment shall receive, and to memorialize this determination in a credit agreement (“Credit Agreement”); and,

WHEREAS, the Board now desires to request that Carmel Development III, LLC, an Indiana limited liability company (“LLC”), dedicate to the City, within sixty (60) days of which this Resolution is approved by the Board (the “End Date”), those certain infrastructure or improvements set forth on attached Exhibit A, the same being incorporated herein by this reference, in exchange for a PRIF credit the Board has determined should be in the amount of exactly Sixty-Five Thousand, Three Hundred Eighty Four Dollars (\$65,384.00); and,

WHEREAS, Carmel Development III, LLC, shall execute and return to the Board, by and through the Carmel Office of Corporation Counsel, the Credit Agreement set forth on attached Exhibit B, the same being incorporated herein by this reference, prior to the issuance of the improvement location fee for that certain improvement identified on attached Exhibit C, the same being incorporated herein by this reference; and

WHEREAS, PRIF in the amount of \$65,384.00 is due and owing by Carmel Development III, LLC to the City by virtue of that certain improvement identified on attached Exhibit C (the “Targeted PRIF”); and,

WHEREAS, Carmel Development III’s obligation to pay the Targeted PRIF to the City shall be held in abeyance until the earlier of the acceptance by the Board, in its sole discretion, or the infrastructure or improvements set forth on attached Exhibit A (“Board Acceptance”) or the End Date. Upon Board Acceptance, the City shall promptly enter the credit identified herein against Carmel Development III, LLC’s Targeted PRIF obligations. If Board Acceptance does not occur by the End Date, no credit shall be entered against the Targeted PRIF and the same shall thereafter become immediately due and owing to the City.

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

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

2. The Board hereby requests that Carmel Development III, LLC dedicate to the City those certain infrastructure or improvements set forth on attached Exhibit A, in exchange for a PRIF credit of exactly \$65,384.00, pursuant to the terms and conditions set forth hereinabove.

3. The Board hereby approves the Credit Agreement in the form as set forth in attached Exhibit B.

4. That Michael Hollibaugh, on behalf of the City and the Board, is hereby authorized and directed to take such actions as are lawful, necessary, and proper to effectuate the transaction approved by this Resolution.

SO RESOLVED.

Approved and adopted this _____ day of _____, 2020.

CARMEL 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: _____

EXHIBIT B
PRIF CREDIT AGREEMENT

COMES NOW Carmel Development III, an Indiana limited liability company, by its undersigned, duly authorized agent, and states as follows:

Carmel Development III, LLC hereby agrees to dedicate to the City of Carmel, Indiana, by and through its Board of Public Works and Safety, those certain infrastructure items or public improvements set forth in attached Exhibit A, the same being incorporated by this reference, in exchange for a Parks and Recreation Impact Fee ("PRIF") credit not to exceed \$65,384.00, as defined in Exhibit A.

SO AGREED this 20th day of March 2020.

Carmel Development III, LLC

By:



Authorized Signature

Anthony W. Birkla
Printed Name

Managing Member _____
Title



Project Name:
 Estimate:
 Project Estimator:
 Updated:

Proscenium
Park Fee Offset Items
TH - RR
3/20/20

Statement of Probable Cost - Park Fee Offset Items

	Quantity					
<i>Handrails and Railings</i>	860	LF	\$ 166.54	/LF	\$	143,224.83
<i>Benches, Trash Cans</i>	1	LS			\$	8,963.74
<i>Bike Racks</i>	24	EA	\$ 474.39	/EA	\$	11,385.26
<i>Pavers</i>	3981	SF	\$ 27.49	/SF	\$	109,437.69
<i>Stamped Concrete</i>	15120	SF	\$ 12.22	/SF	\$	184,839.20
<i>Planters - Block</i>	3903	SF	\$ 13.25	/SF	\$	51,714.75
<i>Planters - Decorative Cap/Seat Walls</i>	1801	LF	\$ 14.00	/LF	\$	25,214.00
<i>Planters - Tree Insets Split Face w/ Cap</i>	25	EA	\$ 1,098.00	/EA	\$	27,450.00
<i>Landscaping, Raised Planters</i>	5267	SF	\$ 9.00	/SF	\$	47,403.00
<i>Landscaping, Plaza Grass Bed</i>	21113	SF	\$ 5.83	/SF	\$	123,088.79

Total Hard Cost \$ 732,721.26



PROJECT NAME	Proscenium Condos Buildings 5
LOCATION:	
NAME OF APPLICANT	Tim Hill
ADDRESS	1215 S Rangeline Rd
PHONE:	317-753-4016

Proscenium - Carmel Dev III 6-24-2019 Buildings 5 Matrix

	Number Units	Bedroom Type	
Building 5	22		\$ 65,384.00
	22	2	
	0	1	
Total Units	22		
Apartments	0		
Condos	22		
Park and Rec Fee/ Unit			\$ 2,972.00
Total Fee			\$ 65,384.00

