

Board of Public Works and Safety Meeting
Agenda
Wednesday, April 15, 2020 – 10:00 a.m.
Via Videoconference

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the April 1, 2020, Regular Meeting**

2. CONTRACTS

- a. **Resolution BPW 04-15-20-01; A Resolution of the City of Carmel Board of Public Works Acknowledging Agreement Between Owner and Contractor; Melrose Pyrotechnics, Inc; (\$40,000.00); Carmelfest Fireworks; Mayor James Brainard**
- b. **Resolution BPW 04-15-20-02; A Resolution of the City of Carmel Board of Public Works Acknowledging Agreement Between Owner and Contractor; Melrose RJE Interiors, Inc; (\$94,037.61); Furniture & Fixture; Mayor James Brainard**
- c. **Request for Purchase of Goods and Services; Harding Group, SMR; (\$3,313,554.51); 2020 Paving Program; Dave Huffman, Street Commissioner**
- d. **Request for Water Line Easement Agreement; GA HC REIT II Carmel Penn MOB, LLC; John Duffy, Director of the Department of Utilities**

3. OTHER

- a. **Request for Petition to Vacate a Public Right of Way; Two Alleys Located Within Lot One Redevelopment Site; Henry Mestetsky, Executive Director of the Carmel Redevelopment Commission**
- b. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane and Path Closure; 254 W. 136th St; Libby Walker, Duke Energy**
- c. **Request for Curb Cut/Curb Cut Vacation/Temporary Construction Entrance; North End Development – Smokey Row and Rohrer Road; Eric Dirks, Old Town Companies**
- d. **Request for Road Closure/Open Pavement Cut; 103 and Illinois Street and Superior Street; John Sheidler, Woolpert**
- e. **Request for Additional Curb Cut; 14001 Carey Road – Carey Grove Park; Michale Krosschell, Schneider**
- f. **Request for Stormwater Variance; Geico Parking Lot – 103 & Illinois Street; John Sheidler, Woolpert**

4. ADJOURNMENT

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

5
6 **MEETING CALLED TO ORDER**

7
8 *Mayor Brainard called the meeting to order at 10:01 a.m.*

9
10 *This meeting took place via teleconference in conjunction with guidelines from Executive Orders from*
11 *the Governor of Indiana.*

12
13 **MEMBERS PRESENT**

14
15 *Mayor James Brainard, Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jacob*
16 *Quinn were present.*

17
18 **MINUTES**

19
20 *Minutes from the March 18, 2020, Regular Meeting were approved 2-0 (Burke abstained)*

21
22 **BID/QUOTE OPENINGS AND AWARDS**

23
24 *Bid Award for 2020 Paving; Dave Huffman, Street Commissioner, recommended awarding the bid to*
25 *Harding Group as they were the lowest and most responsive bidder. Board Member Burke moved to*
26 *award the bid to Harding Group in the amount of \$3,313,554.51. Board Member Watson seconded.*
27 *Request approved 3-0.*

28
29 **PERFORMANCE RELEASE APPROVAL REQUESTS**

30
31 *Resolution BPW-04-01-20-05; Cooper Run; Right of Way/Common Area Walk/Curbs/Paving; Board*
32 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0*

33
34 *Resolution BPW-04-01-20-06; Jackson's Grant Section 1B; Signs; Board Member Burke moved to*
35 *approve. Board Member Watson seconded. Request approved 3-0*

36
37 *Resolution BPW-04-01-20-07; Albany Place 1 & 2; Pond Stabilization/Erosion Control; Board*
38 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0*

39
40 *Resolution BPW-04-01-20-08; Sanctuary Section 6; Right of Way; Board Member Burke moved to*
41 *approve. Board Member Watson seconded. Request approved 3-0*

42
43 *Resolution BPW-04-01-20-09; Midtown Carmel Apartments; Right of Way/Storm Sewer/Erosion*
44 *Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved*
45 *3-0*

46
47 **CONTRACTS**
48

49 *Request for Purchase of Goods and Services; The Mirazon Group, LLC; (\$31,008.00); Datacore*
50 *Licenses; Board Member Burke moved to approve. Board Member Watson seconded. Request*
51 *approved 3-0*
52
53 *Request for Purchase of Goods and Services; Indiana University Health; Renewal of Affiliation*
54 *Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request*
55 *approved 3-0*
56
57 *Request for Purchase of Goods and Services; Wilkinson Brothers, Inc; (\$135,000.00); Graphic Design*
58 *& Creative Marketing Services; Board Member Burke moved to approve. Board Member Watson*
59 *seconded. Request approved 3-0*
60
61 *Request for Purchase of Goods and Services; Moser Consulting, Incorporated; (\$20,000.00);*
62 *Consulting Fees; Board Member Burke moved to approve. Board Member Watson seconded. Request*
63 *approved 3-0*
64
65 *Request for Purchase of Goods and Services; Rob Derocker & Associates; (\$140,000.00); Public*
66 *Relations; Board Member Burke moved to approve. Board Member Watson seconded. Request*
67 *approved 3-0*
68
69 *Request for Purchase of Goods and Services; Artists Development Company, LLC; (\$47,350.00);*
70 *Booking Entertainment Fee and Performance for Events; Board Member Burke moved to approve.*
71 *Board Member Watson seconded. Request approved 3-0*
72
73 *Request for Purchase of Goods and Services; ZCM Freight Services, Inc; (\$124,875.00); Training*
74 *Center Project; Board Member Burke moved to approve. Board Member Watson seconded. Request*
75 *approved 3-0*
76
77 *Request for Purchase of Goods and Services; Morphe Construction, Inc; (\$2,080,000.00); Range*
78 *Line Road Streetscape – Proscenium Streetscape – Construction; Board Member Burke moved to*
79 *approve. Board Member Watson seconded. Request approved 3-0*
80
81 *Resolution BPW 04-01-20-01; A Resolution of the City of Carmel Board of Public Works*
82 *Acknowledging Arts Grant Program Agreement; The Great American Songbook Foundation;*
83 *(\$160,000.00); Board Member Burke moved to approve. Board Member Watson seconded. Request*
84 *approved 3-0*
85
86 *Resolution BPW 04-01-20-02; A Resolution of the City of Carmel Board of Public Works*
87 *Acknowledging Agreement Between Owner and Contractor; Muniservices, LLC; Amendment #2 to*
88 *Professional Services Agreement; Board Member Burke moved to approve. Board Member Watson*
89 *seconded. Request approved 3-0*
90
91 *Request for Purchase of Goods and Services; Crossroad Engineers, PC; Range Line LPA Consulting*
92 *Contract; (\$408,700.00); 116th St. and Guilford Road/116th and College Ave Roundabout*
93 *Construction; Board Member Burke moved to approve. Board Member Watson seconded. Request*
94 *approved 3-0*
95
96 *Request for Purchase of Goods and Services; Indy Trolley, LLC; (\$29,420.00); Trolley Services for*
97 *2020 Events/Valentine’s Meet Me on Main Event; Board Member Burke moved to approve. Board*
98 *Member Watson seconded. Request approved 3-0*
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100 **OTHER**

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Request for Performance Bond Amount Reduction; Albany Place Section 2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for Waiver of BPW Resolution No. 04-28-17-01 and Lane Restriction; Fuse Replacements; Various Locations; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for New Curb Cut/Curb Cut Vacation/Alley Variance; 12435 North Meridian – Hamilton Crossing; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

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; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

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; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Mayor Brainard adjourned the meeting at 10:13 a.m.

Sue Wolfgang – City Clerk

Approved

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

RESOLUTION NO. BPW 04-15-20-01

**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: _____

MELROSE PYROTECHNICS, INC.

AGREEMENT

This contract entered into this 2nd Day of April AD 2020 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and City of Carmel (CUSTOMER) of City Carmel State Indiana.

WITNESSETH: Melrose Pyrotechnics, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer (1) one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2020 Customer Initial JB, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Melrose Pyrotechnics, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Melrose Pyrotechnics, Inc. shall be entitled to 50% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by Customer prior to the display, Customer shall be responsible for and shall pay to Melrose Pyrotechnics, Inc. on demand, all Melrose Pyrotechnics Inc.'s out of pocket expenses incurred in preparation for the show including, but not limited to, material purchases, preparation and design costs, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of \$40,000.00 (Forty thousand and 00/100 dollars). A service fee of 1 1/2 % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will timely secure and provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 350 feet at all points from the discharge area.
- (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for fireworks display.
- (c) Protection of the display area by roping-off or similar facility.
- (d) Adequate police protection to prevent spectators from entering display area.
- (e) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Melrose Pyrotechnics, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MELROSE PYROTECHNICS, INC.

By Garry R. Poe

Date Signed: April 2, 2020

Garry R. Poe, Event Producer

P.O. Box 302, 1 Kingsbury Industrial Park
Kingsbury, IN 46345
(800) 771-7976

CUSTOMER

By Jim Brainard
Its duly authorized agent, who represents her/his full authority to bind the customer

Date Signed April 6, 2020

(PLEASE TYPE OR PRINT)

Name James Brainard, Mayor

Address City of Carmel

1 Civic Square, Carmel, IN 46032

Phone 317-571-2401

Email jbrainard@carmel.in.gov

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

103919

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
4/6/2020			366315	CARMELFEST FIREWORKS

MELROSE PYROTECHNICS INC	Community Relations
VENDOR 1 KINGSBURY INDUSTRIAL PARK	SHIP TO 1 Civic Square
PO BOX 302	Carmel, IN 46032-
KINGSBURG, IN 46345 -	

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45758				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each	CARMELFEST FIREWORKS	\$40,000.00	\$40,000.00
		Sub Total	\$40,000.00



Send Invoice To:
Community Relations

1 Civic Square
 Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$40,000.00

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.

Nancy S. Heck

James Crider

ORDERED BY

Nancy Heck
 Director

James Crider
 Director of Administration

TITLE

CONTROLLER

CONTROL NO. **103919**

RESOLUTION NO. BPW 04-15-20-02

**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: _____

RJE Interiors, Inc.

Department of Administration - 2020

Appropriation # 1203 101 44-630.00; 1180 101 44-630.00; 1180 209 44-630.00; 1701 101 44-630.00; 1205 101 44-630.00

P.O. # 103918; 103595; 103608; 103581; 103579; 103907; 103589

Contract Not To Exceed \$94,037.61

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 RJE Interiors, 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 1203 101 44-630.00; 1180 101 44-630.00; 1180 209 44-630.00; 1701 101 44-630.00; 1205 101 44-630.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Ninety Four Thousand Thirty Seven Dollars and Sixty One Cents (\$94,037.61) (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.

RJE Interiors, Inc.

Department of Administration - 2020

Appropriation # 1203 101 44-630.00; 1180 101 44-63000; 1180 209 44-630.00; 1701 101 44-630.00; 1205 101 44-630.00

P.O. # 103918; 103595; 103608; 103581; 103579; 103907; 103589

Contract Not To Exceed \$94.037.61

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	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor: RJE Interiors, Inc.
621 East Ohio Street
Indianapolis, Indiana 46202

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

RJE Interiors, Inc.

by and through its Board of Public
Works and Safety

By:



James Brainard, Presiding Officer

Date: 4/6/2020

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

By:


Authorized Signature

Jason Beehler
Printed Name

Workplace Consultant
Title

FID/TIN: 0116565934-001

Last Four of SSN if Sole Proprietor: _____

Date: 04/06/2020



Proposal

Indianapolis
621 E Ohio St
Indianapolis, IN 46202
Phone: 317-293-4051
www.RJEBusinessInteriors.com

Proposal Number	22241
Date	03/27/2020
Account Executive	Jason Beehler
Customer Account	CITCARM
Terms	NET 30
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B City of Carmel
I City Hall
L 1 Civic Square
L Carmel, IN 46032
T
O ATTN: AP Contact

T City of Carmel
O City Hall
 1 Civic Square
 Carmel, IN 46032

 ATTN: Jim Crider
 Phone: 317-571-2403
 jcrider@carmel.in.gov

Project Description: 3rd Floor Space

RJE Team:

Workplace Consultant, Jason Beehler, jbeehler@RJE-bi.com, 317-713-6344
 Sales Coordinator, Michelle Hazel, mhazel@RJE-bi.com, 317-713-6343
 Designer, Leah Kundel, lkundel@rje-bi.com, 317-293-4051

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	CUSTOM--- CUSTOM SWING GATE :Wood :Custom stain match to JSI Cherry Brighton Mark Line For: 322 OFFICE	2,522.22	2,522.22
2	2.00 Each	FN1372TC--CH1-BRG-LTO-C-NG-MBK Finale 13d x 71 3/4w x 17 3/16h Transaction Counter CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional NG:No Optional Grommets MBK:Matte Black Mark Line For: 322 OFFICE	470.00	940.00
3	2.00 Each	FN3654LF--CH1-BRG--C-1-MBK Finale 24d x 35 3/8w x 54h Lateral File w/4 Drawers CH1:Cherry Flat Cut Veneer BRG:Brighton ~:No Selection of Option C:Transitional 1:Arch MBK:Matte Black Mark Line For: 322 OFFICE	1,199.20	2,398.40
4	2.00 Each	FN2440AHB-EL--CH1-BRG-LTO-C-NG-MBK-BSX Finale 24 x 40 Electric Adj Height Bridge CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional NG:No Optional Grommets MBK:Matte Black BSX:Black Sandtex (Base Color) Mark Line For: 322 OFFICE	861.20	1,722.40
5	1.00	ZFN2472BSC--CH1-BRG-C-1-MBK-NG-MBK-SPECIAL	1,966.40	1,966.40



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Line	Quantity	Description	Unit Price	Extended Amount
	Each	Finale 24 x 71 7/8 Buffet Credenza CH1:Cherry Flat Cut Veneer BRG:Brighton C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black SPECIAL:***TO HAVE 1 - 2 DOOR SECTION WITH VENTED BACK FOR REFRIGERATOR Mark Line For: 322 OFFICE		
6	1.00 Each	FN3072LD--CH1-BRG-LTO-C-1-MBK-NG-MBK-~-~-N Finale 30 x 71 3/4 Single Pedestal Desk - Left CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black ~:No Selection Of Option ~:No Selection Of Option N:No Ergo Adjustable Selection Mark Line For: 322 OFFICE	1,156.40	1,156.40
7	1.00 Each	FN3072RD--CH1-BRG-LTO-C-1-MBK-NG-MBK-~-~-N Finale 30 x 71 3/4 Single Pedestal Desk - Right CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black ~:No Selection Of Option ~:No Selection Of Option N:No Ergo Adjustable Selection Mark Line For: 322 OFFICE	1,156.40	1,156.40
8	1.00 Each	FN0952TDM--CH1-BRG-BSX Finale Modesty Panel for 60W Adj Height Table Desk CH1:Cherry Flat Cut Veneer BRG:Brighton BSX:Black Sandtex Bracket Color Mark Line For: 322.1 OFFICE	219.60	219.60
9	1.00 Each	FN1666WMS--CH1-BRG-C-LKDOR2 Finale 16d x 65 3/4w x 19 1/2h Wall Mount Overhead Cab w/4 Doors CH1:Cherry Flat Cut Veneer BRG:Brighton C:Transitional LKDOR2:Locking Doors	928.80	928.80



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Line	Quantity	Description	Unit Price	Extended Amount
10	1.00 Each	Mark Line For: 322.1 OFFICE FN6620WT--B-Momentum-Odyssey-ODY17 Finale 7/8d x 65 3/4w x 21 1/2h Wall Mount Tackboard B:Grade B Momentum:Momentum Fabric Odyssey:Odyssey ODY17:Linen Mark Line For: 322.1 OFFICE	165.20	165.20
11	1.00 Each	FN2460AHTD-EL--CH1-BRG-LTO-C-NG-MBK-BSX Finale 24 x 60 Electric Adj Height Tbl Desk CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional NG:No Optional Grommets MBK:Matte Black BSX:Black Sandtex (Base Color) Mark Line For: 322.1 OFFICE	910.80	910.80
12	1.00 Each	FN2466LC--CH1-BRG-LTO-C-1-MBK-NG--~--N Finale 23 7/8 x 65 3/4 File/File Pedestal Credenza - Left CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets ~:No Selection Of Option ~:No Selection Of Option N:No Ergo Adjustable Selection Mark Line For: 322.1 OFFICE	1,113.20	1,113.20
13	2.00 Each	FN3654LF--CH1-BRG--C-1-MBK Finale 24d x 35 3/8w x 54h Lateral File w/4 Drawers CH1:Cherry Flat Cut Veneer BRG:Brighton ~:No Selection of Option C:Transitional 1:Arch MBK:Matte Black Mark Line For: 340 OFFICE	1,199.20	2,398.40
14	2.00 Each	FN2440AHB-EL--CH1-BRG-LTO-C-NG-MBK-BSX Finale 24 x 40 Electric Adj Height Bridge CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional NG:No Optional Grommets MBK:Matte Black BSX:Black Sandtex (Base Color) Mark Line For: 340 OFFICE	861.20	1,722.40
15	1.00	FN3072LD--CH1-BRG-LTO-C-1-MBK-NG-MBK--~--N	1,156.40	1,156.40



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Line	Quantity	Description	Unit Price	Extended Amount
	Each	Finale 30 x 71 3/4 Single Pedestal Desk - Left CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black ~:No Selection Of Option ~:No Selection Of Option N:No Ergo Adjustable Selection Mark Line For: 340 OFFICE		
16	1.00 Each	FN3072RD-CH1-BRG-LTO-C-1-MBK-NG-MBK-~-~-N Finale 30 x 71 3/4 Single Pedestal Desk - Right CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black ~:No Selection Of Option ~:No Selection Of Option N:No Ergo Adjustable Selection Mark Line For: 340 OFFICE	1,156.40	1,156.40
17	1.00 Each	DP1CG Carpet Grippers (10) Mark Line For: PANELS	4.98	4.98
18	4.00 Each	DP2SOSC D2 Tile Support Mounting Brackets Mark Line For: PANELS	8.95	35.80
19	2.00 Each	DP3PWS78 Panel/Screen Wall Starter, 78H Mark Line For: PANELS	47.70	95.40
20	1.00 Each	DP8PPC Panel to Panel Connector, In Line, 10 Pack Mark Line For: PANELS	7.29	7.29
21	8.00 Each	DP2SOS48-NA D2 Tile Support for 48W Panel NA:D2- Black Mark Line For: PANELS	13.59	108.72
22	2.00 Each	DP5PE78-114T Panel End Assembly, 78H, metal flat 114T:PAINT- Folkstone Grey (Textured) Mark Line For: PANELS	28.49	56.98
23	2.00 Each	DP5PT96-114T Panel Top Cap, 96W, metal flat 114T:PAINT- Folkstone Grey (Textured)	31.80	63.60



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Line	Quantity	Description	Unit Price	Extended Amount
		Mark Line For: PANELS		
24	4.00 Each	D2P1GVT2148--(CORE)-114T Single Pane Window, Top Position for Full View Panels, 48Wx21H, Clear Tempered Glass (CORE):Core Paints 114T:PAINT- Folkstone Grey (Textured) Mark Line For: PANELS	304.75	1,219.00
25	8.00 Each	DP1SO5748--(W1360)-W13604 Fabric Tile, 48W, for 57H Panel (W1360):FABRIC- Annex (Gr10) W13604:COL- Frost Mark Line For: PANELS	90.10	720.80
26	4.00 Each	DP8VRR7848--3-NA-K-(CORE)-114T Build-to-Spec Panel Frame, Full View, Fabric to Raceway Side 1 & 2, 78Hx48W 3:TOPCAP- None NA:no finish required K:RACE- with Knockouts (CORE):Core Paints 114T:RACE- Folkstone Grey (Textured) Mark Line For: PANELS	176.89	707.56
27	1.00 Each	PX825C--C/COL-Momentum-Cover Cloth-CVR04-B-BLK-B--DS Proxy Mid Back Sit-to-Stand, Adj. Black Urethane T Arms, Swivel Limited Tilt C/COL:Grade C/COL Momentum:Momentum Fabric Cover Cloth:Cover Cloth CVR04:Graphite B:Black Polyurethane Base (Standard) BLK:Black (Standard) B:Black Urethane Cantilever Arm (Standard) ~:No Metal Handle Selected DS:Double Stitch Outer Back Detail (Standard) Mark Line For: TBD LOCATION	656.00	656.00
28	1.00 Each	FREIGHT Freight	547.06	547.06
30	1.00 Each	INSTALLATION Installation of Law Department	2,829.44	2,829.44

SUBTOTAL : \$28,686.05

GRAND TOTAL : \$28,686.05

PLEASE REVIEW THIS PROPOSAL AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!



Proposal

Indianapolis
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Terms and Conditions

- Policy requires a 50% deposit on any order greater than \$10,000 unless terms state otherwise.
- All orders are cash-based transactions. If payment is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.
- Under normal circumstances, RJE will invoice City of Carmel the day product is received at the RJE Warehouse unless terms state otherwise. In the event the project is delayed for reasons beyond RJE's control, and it is not possible for the product to be received at the project site, City of Carmel will be required to pay RJE the invoice balance 30 days from invoice date.
- A 1.5% monthly fee will apply to late payments.
- RJE's product specifications are based on the most recent, approved electronic drawings provided by City of Carmel and/or designer. If the most recent approved electronic drawings provided by City of Carmel and/or designer do not correctly reflect the current space, and City of Carmel and/or designer have approved specifications for ordering based on these electronic drawings, the product might need to be conformed to fit the current space and additional charges may apply.
- All product covered in this quotation is "made to order" and will be ordered on behalf of City of Carmel. Items ordered are not subject to cancellation. Should cancellation be required and if it is not possible to do so, City of Carmel agrees to be completely responsible for any and all charges incurred as a result of said cancellation, restocking, and/or related administrative costs.
- All labor charges have been based on the understanding that the building facilities will accommodate all specified items without special handling, as well as having a finished space in which to work with adequate lighting and with minimal interference from other trades. In the event it is necessary to stage product in areas other than those originally intended, additional handling charges may apply.
- New product being received at RJE's Warehouse may be stored for a period of up to 30 days at no charge to City of Carmel. Beyond 30 days, applicable storage charges will be invoiced to City of Carmel. Any such charges will be indicated in advance and will be negotiated in the best interest of City of Carmel. If City of Carmel requires existing product to be held at RJE's Warehouse, additional fees will be charged on a monthly basis per cubic feet.
- The proposal is valid for 30 days. Thereafter, verification will be required.
- We are pleased to submit the above proposal for your consideration. Should an order be placed, be assured it will receive prompt attention. The signature of a representative of your firm who is authorized to obligate your firm under contract in the State of Indiana, indicates in the space provided below your firm's acceptance of the above terms, conditions, and description of items and/or labor for sale, and authorizes RJE to proceed with the order.

Thank you for the opportunity to be of service.

Customer Signature

Date

Printed Name



Proposal

Indianapolis
621 E Ohio St
Indianapolis, IN 46202
Phone: 317-293-4051
www.RJEBusinessInteriors.com

Proposal Number	23522
Date	03/27/2020
Account Executive	Jason Beehler
Customer Account	CITCARM
Terms	NET 30
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B City of Carmel
I City Hall
L 1 Civic Square
L Carmel, IN 46032
T
O ATTN: AP Contact

T City of Carmel
O City Hall
 1 Civic Square
 Carmel, IN 46032

 ATTN: Jim Crider
 Phone: 317-571-2403
 jcrider@carmel.in.gov

Project Description: Community Relations

RJE Team:

Workplace Consultant, Jason Beehler, jbeehler@RJE-bi.com, 317-713-6344
 Sales Coordinator, Michelle Hazel, mhazel@RJE-bi.com, 317-713-6343

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	FN1372TC--CH1-BRG-LTO-C-NG-MBK Finale 13d x 71 3/4w x 17 3/16h Transaction Counter CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional NG:No Optional Grommets MBK:Matte Black Mark Line For: 321A OFFICE	470.00	470.00
2	1.00 Each	FN1872WL--CH1-BRG-C-1-MBK-LKDOR1 Finale 24d x 18w x 72h Wardrobe - Left CH1:Cherry Flat Cut Veneer BRG:Brighton C:Transitional 1:Arch MBK:Matte Black LKDOR1:Locking Door Mark Line For: 321A OFFICE	1,077.60	1,077.60
3	1.00 Each	FN2440AHB-EL--CH1-BRG-LTO-C-NG-MBK-BSX Finale 24 x 40 Electric Adj Height Bridge CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional NG:No Optional Grommets MBK:Matte Black BSX:Black Sandtex (Base Color) Mark Line For: 321A OFFICE	861.20	861.20
4	1.00 Each	FN3072RD--CH1-BRG-LTO-C-1-MBK-NG-MBK-~--~--N Finale 30 x 71 3/4 Single Pedestal Desk - Right CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch	1,156.40	1,156.40



Proposal

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Line	Quantity	Description	Unit Price	Extended Amount
		MBK:Matte Black NG:No Optional Grommets MBK:Matte Black ~:No Selection Of Option ~:No Selection Of Option N:No Ergo Adjustable Selection Mark Line For: 321A OFFICE		
5	2.00 Each	BG1542MBC--CH1-BRG Brogan 15d x 34 1/2w x 40 13/16h Modular Open Bookcase (Top Ordered Separately) CH1:Cherry Flat Cut Veneer BRG:Brighton Mark Line For: 321A.1 OFFICE	528.80	1,057.60
6	1.00 Each	BG1572MCT--CH1-BRG Brogan 15 7/8d x 70 1/2w Modular Bookcase Top CH1:Cherry Flat Cut Veneer BRG:Brighton Mark Line For: 321A.1 OFFICE	244.00	244.00
7	1.00 Each	BG2472LFC--CH1-BRG-LTO-PO15-ANB-AT-- Brogan 24d x 72w Lateral File Credenza CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top PO15:Brogan Pull ANB:Antique Brass Pull AT:Angled Trim Molding (Standard) ~:No Additional Grommets Selected Mark Line For: 321A.1 OFFICE	1,620.00	1,620.00
8	1.00 Each	PX825C--C/COL-Momentum-Cover Cloth-CVR04-B-BLK-B--DS Proxy Mid Back Sit-to-Stand, Adj. Black Urethane T Arms, Swivel Limited Tilt C/COL:Grade C/COL Momentum:Momentum Fabric Cover Cloth:Cover Cloth CVR04:Graphite B:Black Polyurethane Base (Standard) BLK:Black (Standard) B:Black Urethane Cantilever Arm (Standard) ~:No Metal Handle Selected DS:Double Stitch Outer Back Detail (Standard) Mark Line For: 321A.1 OFFICE	656.00	656.00
9	1.00 Each	BG3060DD--CH1-BRG-LTO-PO15-ANB-AT-3LI-FOC Earth-FOC125-STBF-STBF-- Brogan 30x60 Double Pedestal Desk CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top PO15:Brogan Pull ANB:Antique Brass Pull AT:Angled Trim Molding (Standard) 3LI:3-Piece Leather Inlay FOC Earth:FOC Earth	2,450.40	2,450.40



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Line	Quantity	Description	Unit Price	Extended Amount
		FOC125:Olive STBF:Shelf-Tray-Box-File (Standard) STBF:Shelf-Tray-Box-File (Standard) ~:No Additional Grommets Selected ~:No Option Selected Mark Line For: 321A.1 OFFICE		
10	2.00 Each	FR24-BHD--BSX Fresco Bar Height Disc Base BSX:Black Sandtex Base Finish Mark Line For: 321B OFFICE	403.60	807.20
11	1.00 Each	605--MM-Black 9 Pocket Magazine + Literature Rack MM:Mahogany Black:Black Mark Line For: 321B OFFICE	469.02	469.02
12	3.00 Each	FN1666WMS--CH1-BRG-C-LKDOR2 Finale 16d x 65 3/4w x 19 1/2h Wall Mount Overhead Cab w/4 Doors CH1:Cherry Flat Cut Veneer BRG:Brighton C:Transitional LKDOR2:Locking Doors Mark Line For: 321B OFFICE	928.80	2,786.40
13	3.00 Each	FN6620WT--B-Momentum-Infinity-INF01 Finale 7/8d x 65 3/4w x 21 1/2h Wall Mount Tackboard B:Grade B Momentum:Momentum Fabric Infinity:Infinity INF01:Aluminum Mark Line For: 321B OFFICE	165.20	495.60
14	2.00 Each	FN30TT--CH1-BRG-LTO-C Finale 30 Round Top CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional Mark Line For: 321B OFFICE	382.40	764.80
15	1.00 Each	FN1872WL--CH1-BRG-C-1-MBK-LKDOR1 Finale 24d x 18w x 72h Wardrobe - Left CH1:Cherry Flat Cut Veneer BRG:Brighton C:Transitional 1:Arch MBK:Matte Black LKDOR1:Locking Door Mark Line For: 321B OFFICE	1,077.60	1,077.60
16	2.00 Each	FN1872WR--CH1-BRG-C-1-MBK-LKDOR1 Finale 24d x 18w x 72H Wardrobe - Right CH1:Cherry Flat Cut Veneer BRG:Brighton C:Transitional	1,077.60	2,155.20



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Line	Quantity	Description	Unit Price	Extended Amount
		1:Arch MBK:Matte Black LKDOR1:Locking Door Mark Line For: 321B OFFICE		
17	1.00 Each	FN3630LF--CH1-BRG-LTO-C-1-MBK-MBK Finale 24d x 35 3/8w x 30h Lateral File w/2 Drawers CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black MBK:Matte Black Mark Line For: 321B OFFICE	791.20	791.20
18	4.00 Each	BU7518D--M-BRG-D-Maharam-Mode-MOD36-MBK-MTG Bourne Bar Stool M:Maple Wood Species (Standard) BRG:Brighton D:Grade D Maharam:Maharam Fabric Mode:Mode MOD36:Sycamore (008) MBK:Matte Black Metal Foot Rail MTG:Metal Leveling Glides (Standard) Mark Line For: 321B OFFICE	468.00	1,872.00
19	1.00 Each	ZFN2472BSC--CH1-BRG-C-1-MBK-NG-MBK-SPECIAL Finale 24 x 71 7/8 Buffet Credenza CH1:Cherry Flat Cut Veneer BRG:Brighton C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black SPECIAL:***TO HAVE 1 - 2 DOOR SECTION WITH VENTED BACK FOR REFRIGERATOR Mark Line For: 321B OFFICE	1,966.40	1,966.40
20	2.00 Each	PX825C--C/COL-Momentum-Cover Cloth-CVR04-B-BLK-B--DS Proxy Mid Back Sit-to-Stand, Adj. Black Urethane T Arms, Swivel Limited Tilt C/COL:Grade C/COL Momentum:Momentum Fabric Cover Cloth:Cover Cloth CVR04:Graphite B:Black Polyurethane Base (Standard) BLK:Black (Standard) B:Black Urethane Cantilever Arm (Standard) ~:No Metal Handle Selected DS:Double Stitch Outer Back Detail (Standard) Mark Line For: 321B OFFICE	656.00	1,312.00
21	1.00 Each	FN2466LC--CH1-BRG-LTO-C-1-MBK-NG--ERGO ADJACENT Finale 23 7/8 x 65 3/4 File/File Pedestal Credenza - Left	1,345.60	1,345.60



Proposal

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Customer Account	CITCARM
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Line	Quantity	Description	Unit Price	Extended Amount
		CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets ~:No Selection Of Option ~:No Selection Of Option ERGO ADJACENT:Ergo Adjacent Unit Mark Line For: 321B OFFICE		
22	1.00 Each	PX813C--C/COL-Momentum-Cover Cloth-CVR04-B-BLK-B-SD--DS Proxy High Back, Adj. Black Urethane T Arms, Synchro Tilt C/COL:Grade C/COL Momentum:Momentum Fabric Cover Cloth:Cover Cloth CVR04:Graphite B:Black Polyurethane Base (Standard) BLK:Black (Standard) B:Black Urethane Cantilever Arm (Standard) SD:Seat Depth Slide ~:No Metal Handle Selected DS:Double Stitch Outer Back Detail (Standard) Mark Line For: 321B OFFICE	662.40	662.40
23	2.00 Each	FN2466RC--CH1-BRG-LTO-C-1-MBK-NG-MBK---ERGO ADJACENT Finale 23 7/8 x 65 3/4 File/File Pedestal Credenza - Right CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black ~:No Selection Of Option ~:No Selection Of Option ERGO ADJACENT:Ergo Adjacent Unit Mark Line For: 321B OFFICE	1,345.60	2,691.20
24	2.00 Each	FN3066LD--CH1-BRG-LTO-C-1-MBK-NG-MBK---ERGO Finale 30 x 65 3/8 Single Pedestal Desk - left CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black ~:No Selection Of Option ~:No Selection Of Option ERGO:Ergo Adjustable Worksurface Mark Line For: 321B OFFICE	2,672.80	5,345.60



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Line	Quantity	Description	Unit Price	Extended Amount
25	1.00 Each	FN3066RD-CH1-BRG-LTO-C-1-MBK-NG-MBK-~-~-ERGO Finale 30 x 65 3/8 Single Pedestal Desk - Right CH1:Cherry Flat Cut Veneer BRG:Brighton LTO:Coordinating Wood Grain Laminate Top C:Transitional 1:Arch MBK:Matte Black NG:No Optional Grommets MBK:Matte Black ~:No Selection Of Option ~:No Selection Of Option ERGO:Ergo Adjustable Worksurface Mark Line For: 321B OFFICE	2,672.80	2,672.80
26	1.00 Each	Freight Freight	188.24	188.24
27	1.00 Each	Installation Installation of Community Relations	2,939.62	2,939.62
SUBTOTAL :				\$39,936.08
GRAND TOTAL :				\$39,936.08

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- A 1.5% monthly fee will apply to late payments.
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- All product covered in this quotation is "made to order" and will be ordered on behalf of City of Carmel. Items ordered are not subject to cancellation. Should cancellation be required and if it is not possible to do so, City of Carmel agrees to be completely responsible for any and all charges incurred as a result of said cancellation, restocking, and/or related administrative costs.
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- The proposal is valid for 30 days. Thereafter, verification will be required.
- We are pleased to submit the above proposal for your consideration. Should an order be placed, be assured it will receive prompt attention. The signature of a representative of your firm who is authorized to obligate your firm under contract in the State of Indiana, indicates in the space provided below your firm's acceptance of the above terms, conditions, and description of items and/or labor for sale, and authorizes RJE to proceed with the order.

Thank you for the opportunity to be of service.

Customer Signature

Date

Printed Name



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B City of Carmel
I City Hall
L 1 Civic Square
L Carmel, IN 46032
T
O ATTN: AP Contact

T City of Carmel
O City Hall
 1 Civic Square
 Carmel, IN 46032

 ATTN: Jim Crider
 Phone: 317-571-2403
 jcrider@carmel.in.gov

Project Description: Controller Space

RJE Team:

Workplace Consultant, Jason Beehler, jbeehler@RJE-bi.com, 317-713-6344
 Sales Coordinator, Michelle Hazel, mhazel@RJE-bi.com, 317-713-6343

Line	Quantity	Description	Unit Price	Extended Amount
1	2.00 Each	DP8VMMRR4242--5-114T-K-(CORE)-114T-(W1360)-W13604 Preconfigured Panel, Full View, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx42W 5:TOPCAP- Flat Metal 114T:TOPCAP- Folkstone Grey (Textured) K:RACE- with Knockouts (CORE):Core Paints 114T:RACE- Folkstone Grey (Textured) (W1360):FABRIC- Annex (Gr10) W13604:COL- Frost Mark Line For: 313 OPEN OFFICE	239.83	479.66
2	3.00 Each	DB1F24SP Flat Bracket 24" - Single Pack Mark Line For: 313 OPEN OFFICE	10.60	31.80
3	3.00 Each	DE1EPCNP Panel Power Connector, 3+1, 12" no post Mark Line For: 313 OPEN OFFICE	27.83	83.49
4	3.00 Each	DE1EPCWP Panel Power Connector, 3+1, 15" w/post Mark Line For: 313 OPEN OFFICE	28.49	85.47
5	1.00 Each	DE1EPJ30WP Panel Power Jumper, 3+1, 30" Panel, (with post) Mark Line For: 313 OPEN OFFICE	38.43	38.43
6	1.00 Each	DE1EPJ60WP Multiple Panel Power Jumper, 3+1, 60" panel run Mark Line For: 313 OPEN OFFICE	49.03	49.03
7	2.00 Each	DE1EPM30 Panel Power Module, 3+1, 30" Panel Mark Line For: 313 OPEN OFFICE	45.39	90.78
8	7.00 Each	DE1EPM42 Panel Power Module, 3+1, 42" Panel Mark Line For: 313 OPEN OFFICE	50.69	354.83
9	1.00	DE1ERBI56	92.75	92.75



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Line	Quantity	Description	Unit Price	Extended Amount
	Each	Base Power Infeed, 3+1, (reversible) Mark Line For: 313 OPEN OFFICE		
10	6.00 Each	DP2SOSC D2 Tile Support Mounting Brackets Mark Line For: 313 OPEN OFFICE	8.95	53.70
11	1.00 Each	DP8PO78 Universal Post Component, 78H, post only, Horizon Mark Line For: 313 OPEN OFFICE	73.54	73.54
12	1.00 Each	DP8PPC Panel to Panel Connector, In Line, 10 Pack Mark Line For: 313 OPEN OFFICE	7.29	7.29
13	3.00 Each	KSPEC3 Set of 3 cores/keys (black) Mark Line For: 313 OPEN OFFICE	0.00	0.00
14	3.00 Each	DS2PPTN Pencil Tray, black Mark Line For: 313 OPEN OFFICE	15.58	46.74
15	1.00 Each	DB1PSP24--114T Worksurface End Panel, 24D, Panel Attachment 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	133.16	133.16
16	5.00 Each	DB1C24L--114T Cantilever Bracket, Left, 24"D, Single Pack 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	25.51	127.55
17	6.00 Each	DB1C30R--114T Cantilever Bracket, Right, 30"D, Single Pack 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	35.11	210.66
18	3.00 Each	DB1PWSL--114T Panel-to-Worksurface Bracket, Left 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	2.99	8.97
19	5.00 Each	DB1PWSR--114T Panel-to-Worksurface Bracket, Right 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	2.99	14.95
20	3.00 Each	DE1DR1SP--114 Duplex Circuit 1 - Single Pack 114:PAINT- Folkstone Grey Mark Line For: 313 OPEN OFFICE	14.91	44.73
21	3.00 Each	DE1DR2SP--114 Duplex Circuit 2 - Single Pack 114:PAINT- Folkstone Grey Mark Line For: 313 OPEN OFFICE	14.91	44.73
22	3.00 Each	DE1DR4SP--114 Duplex Circuit 4 - Single Pack 114:PAINT- Folkstone Grey	14.91	44.73



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Line	Quantity	Description	Unit Price	Extended Amount
23	4.00 Each	Mark Line For: 313 OPEN OFFICE DP2SOS30--NA D2 Tile Support for 30W Panel NA:D2- Black Mark Line For: 313 OPEN OFFICE	12.93	51.72
24	8.00 Each	DP2SOS42--NA D2 Tile Support for 42W Panel NA:D2- Black Mark Line For: 313 OPEN OFFICE	14.91	119.28
25	1.00 Each	DP5PE42--114T Panel End Assembly, 42H, metal flat 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	24.85	24.85
26	3.00 Each	DP5PE78--114T Panel End Assembly, 78H, metal flat 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	28.49	85.47
27	1.00 Each	DP5TCTTP--114T Panel-to-Panel Top Cap Transition, used with metal flat - 10 Pack 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	24.19	24.19
28	1.00 Each	DP8UPA4225--114T Two Way Post Assembly "L", 42H, Horizon, metal flat, Universal 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	58.64	58.64
29	2.00 Each	DP8UPA7825--114T Two Way Post Assembly "L", 78H, Horizon, metal flat, Universal 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	108.33	216.66
30	2.00 Each	DP8UPA7835--114T Three Way Post Assembly "T", 78H, Horizon, metal flat, Universal 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	107.33	214.66
31	1.00 Each	DP8UPT15--114T Post Top Cap Assembly One Way, Horizon, metal flat, Universal 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	2.65	2.65
32	2.00 Each	D2P1GVT2830--(CORE)-114T Single Pane Window, Top Position for Full View Panels, 30Wx28H, Clear Tempered Glass (CORE):Core Paints 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	256.06	512.12
33	4.00 Each	D2P1GVT2842--(CORE)-114T Single Pane Window, Top Position for Full View Panels, 42Wx28H, Clear Tempered Glass (CORE):Core Paints 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	327.94	1,311.76



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Line	Quantity	Description	Unit Price	Extended Amount
34	4.00 Each	DP1SO5030--(W1360)-W13604 Fabric Tile, 30W, for 50H Panel (W1360):FABRIC- Annex (Gr10) W13604:COL- Frost Mark Line For: 313 OPEN OFFICE	64.60	258.40
35	8.00 Each	DP1SO5042--(W1360)-W13604 Fabric Tile, 42W, for 50H Panel (W1360):FABRIC- Annex (Gr10) W13604:COL- Frost Mark Line For: 313 OPEN OFFICE	81.83	654.64
36	1.00 Each	DP8PC36RH--(CORE)-114T Post Cover, Hi-Lo right hand, 36H, Horizon (CORE):Core Paints 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	20.54	20.54
37	1.00 Each	DP8PC782--(CORE)-114T Post Cover, Corner, 78H, Horizon (CORE):Core Paints 114T:PAINT- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	39.43	39.43
38	1.00 Each	D1R1515S--(CORE)-115-(CORE)-115 Corner Counter Worksurface, 15Wx15D, Square Shape (CORE):Core Laminates 115:LAM- Medium Grey (CORE):Core Edgebands 115:EDGE- Medium Grey Mark Line For: 313 OPEN OFFICE	75.20	75.20
39	1.00 Each	D1R4224N--(CORE)-115-(CORE)-115 Worksurface, Rectangular, 42Wx24D, no grommet (CORE):Core Laminates 115:LAM- Medium Grey (CORE):Core Edgebands 115:EDGE- Medium Grey Mark Line For: 313 OPEN OFFICE	100.04	100.04
40	2.00 Each	D1R6024N--(CORE)-115-(CORE)-115 Worksurface, Rectangular, 60Wx24D, no grommet (CORE):Core Laminates 115:LAM- Medium Grey (CORE):Core Edgebands 115:EDGE- Medium Grey Mark Line For: 313 OPEN OFFICE	131.51	263.02
41	3.00 Each	D1R8430N--(CORE)-115-(CORE)-115 Worksurface, Rectangular, 84Wx30D, no grommet (CORE):Core Laminates 115:LAM- Medium Grey (CORE):Core Edgebands 115:EDGE- Medium Grey Mark Line For: 313 OPEN OFFICE	218.30	654.90
42	3.00 Each	DS4DW30L--(CORE)-114T-(KEYALIKE)-(LOCK) Doublewide Pedestal, Series 2 steel front, File/File, 30Wx18-3/4D, with lock,	366.70	1,100.10



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Line	Quantity	Description	Unit Price	Extended Amount
		Recessed Pull (CORE):Core Paints 114T:PAINT- Folkstone Grey (textured) (KEYALIKE):LOCK- Keyed Alike (LOCK):Specify lock core & key separately Mark Line For: 313 OPEN OFFICE		
43	2.00 Each	DP8VRR7830--5-114T-K-(CORE)-114T Build-to-Spec Panel Frame, Full View, Fabric to Raceway Side 1 & 2, 78Hx30W 5:TOPCAP- Flat Metal 114T:TOPCAP- Folkstone Grey (Textured) K:RACE- with Knockouts (CORE):Core Paints 114T:RACE- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	178.21	356.42
44	6.00 Each	DP8VRR7836--5-114T-K-(CORE)-114T Build-to-Spec Panel Frame, Full View, Fabric to Raceway Side 1 & 2, 78Hx36W 5:TOPCAP- Flat Metal 114T:TOPCAP- Folkstone Grey (Textured) K:RACE- with Knockouts (CORE):Core Paints 114T:RACE- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	173.58	1,041.48
45	3.00 Each	DS4PFL30A--~-(CORE)-114T-(KEYALIKE)-(LOCK) Floorstanding Pedestal, Series 2 steel front, Box/Box/File, 29-1/4D, with lock, Recessed Pull ~:Standard box drawer slides (CORE):Core Paints 114T:PAINT- Folkstone Grey (textured) (KEYALIKE):LOCK- Keyed Alike (LOCK):Specify lock core & key separately Mark Line For: 313 OPEN OFFICE	278.91	836.73
46	1.00 Each	D1R2415--(CORE)-115-(CORE)-115-(CORE)-114T Counter Worksurface, 24Wx15D (CORE):Core Laminates 115:LAM- Medium Grey (CORE):Core Edgebands 115:EDGE- Medium Grey (CORE):Core Paints 114T:BRACKET- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	112.96	112.96
47	1.00 Each	D1R7815--(CORE)-115-(CORE)-115-(CORE)-114T Counter Worksurface, 78Wx15D (CORE):Core Laminates 115:LAM- Medium Grey (CORE):Core Edgebands 115:EDGE- Medium Grey (CORE):Core Paints 114T:BRACKET- Folkstone Grey (Textured) Mark Line For: 313 OPEN OFFICE	166.63	166.63
48	1.00 Each	DP8VMMRR4230--5-114T-K-(CORE)-114T-(W1360)-W13604 Preconfigured Panel, Full View, Monolithic/Monolithic, Fabric to Raceway Side	200.41	200.41



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Line	Quantity	Description	Unit Price	Extended Amount
		1 & 2, 42Hx30W 5:TOPCAP- Flat Metal 114T:TOPCAP- Folkstone Grey (Textured) K:RACE- with Knockouts (CORE):Core Paints 114T:RACE- Folkstone Grey (Textured) (W1360):FABRIC- Annex (Gr10) W13604:COL- Frost Mark Line For: 313 OPEN OFFICE		
49	7.00 Each	DP8VMMRR7830--5-114T-K-(CORE)-114T-(W1360)-W13604 Preconfigured Panel, Full View, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 78Hx30W 5:TOPCAP- Flat Metal 114T:TOPCAP- Folkstone Grey (Textured) K:RACE- with Knockouts (CORE):Core Paints 114T:RACE- Folkstone Grey (Textured) (W1360):FABRIC- Annex (Gr10) W13604:COL- Frost Mark Line For: 313 OPEN OFFICE	346.16	2,423.12
50	1.00 Each	DP8VMMRR7842--5-114T-K-(CORE)-114T-(W1360)-W13604 Preconfigured Panel, Full View, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 78Hx42W 5:TOPCAP- Flat Metal 114T:TOPCAP- Folkstone Grey (Textured) K:RACE- with Knockouts (CORE):Core Paints 114T:RACE- Folkstone Grey (Textured) (W1360):FABRIC- Annex (Gr10) W13604:COL- Frost Mark Line For: 313 OPEN OFFICE	406.78	406.78
51	1.00 Each	GL6481P--BRG-D-Maharam-Mode-MOD36-G-MTG-MTG Gallery Guest Chair, Plain Slat Back, Uph Seat BRG:Brighton D:Grade D Maharam:Maharam Fabric Mode:Mode MOD36:Sycamore (008) G:Glides (Standard) MTG:Rubber Cushion Metal Glides (Standard) MTG:Rubber Cushion Metal Glides (Standard) Mark Line For: 313 OPEN OFFICE	411.20	411.20
52	1.00 Each	Installation Installation of Controller Space	2,647.22	2,647.22

SUBTOTAL : \$16,508.21

GRAND TOTAL : \$16,508.21

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Thank you for the opportunity to be of service.

Customer Signature

Date

Printed Name

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

Jason Beehler, 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 RJE Business Interiors (the "Employer") in the position of Workplace Consultant.
- 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 6 day of April, 2020.

Jason Beehler
Printed: Jason Beehler

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.

Jason Beehler

Printed:

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

103579

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
12/19/2019			354912	

R J E BUSINESS INTERIORS	Department of Law
<i>VENDOR</i> 621 E OHIO ST	<i>SHIP TO</i> 1 Civic Square
INDIANAPOLIS, IN 46202 -	Carmel, IN 46032-
	Douglas C. Haney (317) 571-2472

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42850				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

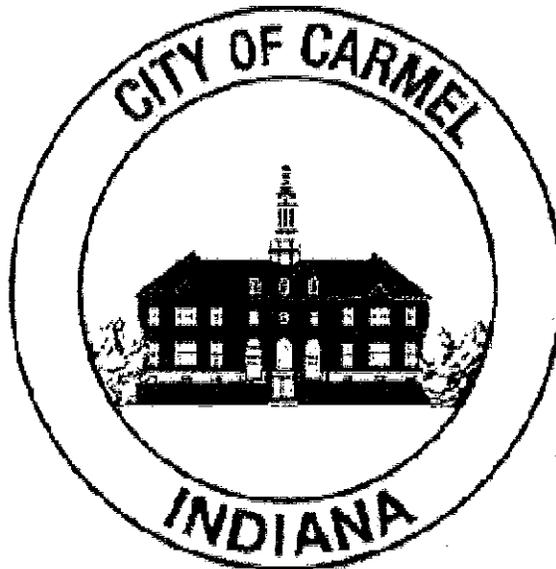
Department: 1180 Fund: 101 General Fund

Account: 44-630.00

1 Each

Furniture & Fixtures

\$3,914.70	\$3,914.70
Sub Total	\$3,914.70



Send Invoice To:
Department of Law
Douglas C. Haney
1 Civic Square
Carmel, IN 46032-
(317) 571-2472

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$3,914.70

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

[Signature]
Corporation Counsel

CONTROL NO. 103579

CLERK-TREASURER

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

103581

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
12/19/2019			354912	

R J E BUSINESS INTERIORS	Department of Law
VENDOR 621 E OHIO ST	SHIP TO 1 Civic Square
INDIANAPOLIS, IN 46202 -	Carmel, IN 46032-
	Douglas C. Haney (317) 571-2472

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42853				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1180 Fund: 209 Deferral Fund

Account: 44-630.00

1 Each	Furniture & Fixtures	\$11,500.00	\$11,500.00
		Sub Total	\$11,500.00



Send Invoice To:
Department of Law
Douglas C. Haney
1 Civic Square
Carmel, IN 46032-
(317) 571-2472

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$11,500.00

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 Corporation Counsel

CONTROL NO. 103581

CLERK-TREASURER

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

103589

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
12/19/2019			354912	FURNITURE FOR CITY HALL OFFICE

R J E BUSINESS INTERIORS	Community Relations
<i>VENDOR</i> 621 E OHIO ST	<i>SHIP TO</i> 1 Civic Square
INDIANAPOLIS, IN 46202 -	Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42862				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 44-630.00

1 Each	FURNITURE FOR CITY HALL OFFICE	\$14,717.91	\$14,717.91
		Sub Total	\$14,717.91



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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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

\$14,717.91

* 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

TITLE

James Crider

James Crider
Director of Administration

CONTROL NO. **103589**

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

103907

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
4/1/2020			354912	FURNITURE FOR CITY HALL OFFICE

R J E BUSINESS INTERIORS	Community Relations
<i>VENDOR</i> 621 E OHIO ST	<i>SHIP TO</i> 1 Civic Square
INDIANAPOLIS, IN 46202 -	Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45659				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 44-630.00

1 Each	FURNITURE FOR CITY HALL OFFICE	\$10,000.00	\$10,000.00
		Sub Total	\$10,000.00



Send Invoice To:
Community Relations

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$10,000.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY

Nancy S Heck

Nancy Heck
Director

TITLE

James Crider

James Crider
Director of Administration

CONTROL NO. **103907**

CONTROLLER

City of Carmel

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1
PURCHASE ORDER NUMBER
103608

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
12/23/2019			354912	

R J E BUSINESS INTERIORS
VENDOR 621 E OHIO ST

Clerk-Treasurer's Office
SHIP TO 1 Civic Square
Carmel, IN 46032-

INDIANAPOLIS, IN 46202 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
42898				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	FURNITURE & FIXTURES	\$3,150.00	\$3,150.00
			Sub Total	\$3,150.00

Department: 1701 Fund: 101 General Fund
Account: 44-630.00



Send Invoice To:
Clerk-Treasurer's Office

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$3,150.00

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.

Dianne Walthall

ORDERED BY
Dianne Walthall
TITLE
Director of Financial Reporting

CONTROL NO. 103608

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 Harding Group, Inc., an entity duly authorized to do business in the State of Indiana (“Vendor”).

TERMS AND CONDITIONS

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

2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the “Goods and Services”) from Vendor using City budget appropriation number 2200 202 43-502.00 and 2201 2201 43-502.00 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. 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 Three Million Three Hundred Thirteen Thousand Five Hundred Fifty Four Dollars and Fifty One Cents (\$3,313,554,51) (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 “2020 Road Resurfacing” received by the City of Carmel Board of Public Works and Safety on or about March 18, 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	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	-------------------	--

If to Vendor: Harding Group, ~~Inc.~~ SMR
2916 Kentucky Avenue
Indianapolis, Indiana 46221

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:

SMR 30. 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

Harding Group, ~~Inc.~~ *SMR*

by and through its Board of Public Works and Safety

By:

By:

James Brainard, Presiding Officer
Date: _____

Sean Rizer

Authorized Signature

Mary Ann Burke, Member
Date: _____

Sean Rizer

Printed Name

Lori S. Watson, Member
Date: _____

CFO

Title

ATTEST:

FID/TIN: 61-1895705

Last Four of SSN if Sole Proprietor: _____

Sue Wolfgang, Clerk
Date: _____

Date: March 27, 2020

2020 PAVING TOTAL

	COST
TOTAL PRICE	3,313,554.51

Company Name Harding Group

THIS IS TO BE THE FIRST PAGE OF ENTIRE BID.

**EXHIBIT
A 1 of 4**

BID TABULATION SHEET

Project Name: 2020 PAVING PROGRAM
 Bid Date: March 18th, 2020
 Substantial Completion Date: August 1, 2020
 Final Completion Date: August 11, 2020

**TOTAL
 AMOUNT: 3,313,554.51**

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	AET or AE 150 TAC	GAL	15,560	\$ 3.75	\$ 58,350.00
2	9.5 Type B Surface	TON	10,083	\$ 66.00	\$ 665,478.00
3	Type C Surface	TON	22,673	\$ 67.90	\$ 1,539,477.01
4	Fiber additive for 5,340 tons of Type C Surface				\$ -
5	Bad spots cut/removed (Plunge milling 6" depth)	Sq. Yd.	1,000	\$ 51.00	\$ 51,000.00
6	Milling	Sq. Yd.	301,494	\$ 1.05	\$ 316,568.70
7	Blue Reflectors	EA.	70	\$ 111.10	\$ 7,777.00
8	4" Yellow Crosshatch	L.F.	0	\$ -	\$ -
9	8" Solid Yellow	L.F.	90	\$ 3.25	\$ 292.50
10	4" Solid Yellow & 4" Skip Yellow	L.F.	1,685	\$ 1.00	\$ 1,685.00
11	12" Yellow Crosshatch	L.F.	165	\$ 5.50	\$ 907.50
12	4" Solid/ Broken White Line	L.F.	18,050	\$ 1.00	\$ 18,050.00
13	24" Yield Line	L.F.	0	\$ -	\$ -
14	Shark Teeth	EA.	49	\$ 55.50	\$ 2,719.50
15	Carmel Access Bikeway (CAB) Inlays	EA.	0		\$ -
16	6" White Crosswalk	L.F.	239	\$ 2.25	\$ 537.75
17	24" White Stopbars	L.F.	2,202	\$ 11.00	\$ 24,222.00
18	Lane Indicator Arrows	EA.	9	\$ 222.20	\$ 1,999.80
19	"Only's"	EA.	4	\$ 277.80	\$ 1,111.20
20	24" White Piano Keys	L.F.	550	\$ 11.00	\$ 6,050.00
21	Roundabout Arrows	EA.	6	\$ 666.70	\$ 4,000.20
22	"School"	EA.	0		\$ -
23	White "letters" PED-XING	EA.	0		\$ -
24	8" Solid White Line	L.F.	0		\$ -
25	6" Solid White Line	L.F.	0		\$ -
26	8" Yellow Crosshatch	L.F.	25	\$ 3.25	\$ 81.25
27	24" Yellow Crosshatch	L.F.	0		\$ -
28	8" White Crosshatch	L.F.	0		\$ -
29	12" White Crosshatch	L.F.	0		\$ -
30	Combination Arrow	EA.	2	\$ 333.30	\$ 666.60
31	4"x2' White Dash	L.F.	42	\$ 2.25	\$ 94.50
32	6"x2' White Dash	L.F.	0		\$ -
33	8"x 24" White Dash	LF	20	\$ 3.25	\$ 65.00
34	4" White Parking "T"	L.F.	20	\$ 5.50	\$ 110.00
35	Bike Path Arrow	EA.	0		\$ -
36	Bike Path Symbol	EA.	0		\$ -
37	PCCP Patching, Full Depth, Minimum 10", Modified	SYS	0		\$ -
38	Decorative Concrete Border, 18" Width	LFT	0		\$ -

EXHIBIT

39	PCCP Decorative Paver Base w/Multi-colored Pavers	SYS	0		\$ -
40	Compacted Aggregate Base, #53, 6" Street Panel Base	TON	325	\$ 55.50	\$ 18,037.50
41	Loops	EA.			\$ -
42	Maintenance of Traffic	LS	0		\$ -
43	Section Corner or Monuments, Undistributed	EA.	0		\$ -
44	Concrete Curb Replacement (Roll Curb)	L.F.	5,000	\$ 61.00	\$ 305,000.00
45	Chairback Curb	L.F.	500	\$ 66.50	\$ 33,250.00
46	Street Panels	Sq. Yd.	2,500	\$ 72.00	\$ 180,000.00
47	Calcium 1% per Cu. Yd.			\$ 8.00	\$ 8.00
48	High Early 1% Cu. Yd.			\$ 8.00	\$ 8.00
49	ADA Ramp	EA.	35	\$ 1,444.50	\$ 50,557.50
50	4' Wide Sidewalk	LFT	500	\$ 36.50	\$ 18,250.00
51	Greater than 4' Wide Sidewalk	Sq. Yd.	100	\$ 72.00	\$ 7,200.00
52					\$ -
53					\$ -
54					\$ -
	TOTALS				\$ 3,313,554.51

PART 2
BID PROPOSAL

2.1 Project Bid.

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described project, including any and all addenda thereto, for the total sum of Three million three hundred thirteen thousand five hundred fifty four dollars and 51 cents Dollars (\$ 3,313,554.51). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price. The Bidder further understands that all work which may result on the Contract shall be compensated for on a lump sum basis and that the OWNER cannot and does not guarantee the amount or quantity of any item of work to be performed or furnished under the Agreement.

EXHIBIT
A 4 of 4

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

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

_____, 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 _____.
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 _____ day of _____, 20____.

Printed: _____

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: _____

EXHIBIT D

AFFIDAVIT

Shannon Campbell, 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 Harding Group (the "Employer") in the position of Human Resources Director
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 18 day of April, 2019

Shannon Campbell
Printed: Shannon Campbell

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

Printed: _____

City of Carmel

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

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

PURCHASE ORDER NUMBER
103883

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
3/20/2020			372681	Project 20-04; Contract Date 04.01.20

HARDING GROUP, INC	City Engineering's Office
<i>VENDOR</i> 2916 KENTUCKY AVE	<i>SHIP TO</i> 1 Civic Square
INDIANAPOLIS, IN 46221 -	Carmel, IN 46032- Kate Lustig

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45382				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 202 Local Road & Street Fund

Account: 43-502.00

1 Each	2020 Paving Program - Street Department	1,911,431.50	\$1,911,431.50
		Sub Total	\$1,911,431.50



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
				\$1,911,431.50

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

Jeremy Kashman
 Jeremy Kashman
 Director

James Crider
 James Crider
 Director of Administration

CONTROL NO. **103883**

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

103885

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
3/20/2020			372681	

HARDING GROUP, INC	Street Department
<i>VENDOR</i> 2916 KENTUCKY AVE	<i>SHIP TO</i> 3400 W. 131st Street
INDIANAPOLIS, IN 46221 -	Carmel, IN 46074-
	(317) 733-2001

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
45387				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **2201** Fund: **2201** Motor Vehicle Highway FND

Account: **43-502.00**

1 Each	Resurfacing	1,402,123.01	\$1,402,123.01
		Sub Total	\$1,402,123.01



Send Invoice To:
Street Department

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

PLEASE INVOICE IN DUPLICATE

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

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

\$1,402,123.01

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

ORDERED BY

Dave Huffman

Dave Huffman
Director

James Crider

James Crider
Director of Administration

CONTROL NO. **103885**

TITLE
CONTROLLER

Prior **Deed References:** Instrument No. 2013001831,
in the Recorder's Office for Hamilton County, Indiana

WATER LINE EASEMENT AGREEMENT

This Water Line Easement Agreement (the "Agreement") is made and entered into this ____ day of 4/1/2020, 2020, by and between GA HC REIT II Carmel Penn MOB, LLC, a Delaware limited liability company ("Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit A attached hereto and incorporated herein.

B. Grantee, in connection with Grantee's improvements and construction of US 31 Crossing Water Transmission Main (the "Project") requires a permanent, nonexclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, including all associated valves, pumps, fittings, meters, accessories and equipment on, over, under and across the Easement Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein by reference and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a nonexclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, including all associated valves, pumps, fittings, meters, accessories and equipment (the "Improvements") on, over, through, under, upon and across the Easement Property. Grantee shall have the right to: (a) remove from the Easement Property, any fences, structures, asphalt or concrete paving, parking, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement, subject to Grantee's restoration obligations; and (b) subject to the provisions of this Agreement, make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. Grantee shall also have the right of ingress and egress over, under, upon and across the Grantor's Property for purposes of access to the Easement Property. Grantor, in its reasonable discretion, may permit Grantee to temporarily use, from time to time, additional space designated by Grantor on the Grantor's Property for the storage of equipment and materials necessary for the installation, repair and maintenance of the Improvements located in, under, upon, over, and/or across the Easement Property, provided such use shall not interfere with Grantor's use and operation of Grantor's Property.

2. Obligations of Grantee. Promptly after the installation of the Improvements, or the exercise of any of Grantee's rights hereunder, Grantee, at its sole cost and expense, shall restore the

Easement Property to the same or better condition as it existed prior to the commencement of the Project, or any work performed by Grantee pursuant to this Agreement, including restoration of any paved areas and parking spaces located in the Easement Property; provided however, that Grantee shall seed the Easement Property and shall not replace any trees that have been removed as more particularly set out in Section 1. Notwithstanding the foregoing, if, due to weather, Grantee is unable to pave any paved areas and parking spaces, Grantee will grade and compact stone in such areas sufficient to allow parking. Once weather permits and asphalt plants open, Grantee shall promptly complete the paving. In the event Grantee determines it is necessary to remove the dumpster shed located in the Easement Property in connection with the exercise of Grantee's rights under this Agreement, Grantee, at Grantee's election, shall either restore the dumpster shed to the same condition as existed prior to its removal, or Grantee shall pay Grantor the costs to relocate the dumpster shed to an alternative location on Grantor's Property. Grantee, at its sole cost and expense, shall maintain, repair, replace and service the Improvements for the duration the Project is in place and operating. Grantee shall use reasonable efforts to minimize any interference with the operation of any business on Grantor's Property. Except in the case of an emergency, Grantee shall provide notice to Grantor twenty-four (24) hours before entering on the Grantor's Property.

3. Rights Retained by Grantor. Grantor shall retain unto itself and its tenants, licensees and invitees, the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement, which uses shall specifically include, but are not limited to, parking, paving, access drives and landscaping so long as they do not materially interfere with the rights granted to Grantee hereunder.

4. Obligations of Grantor. Grantor shall keep the Easement Property in good condition and repair and shall not block, impede or materially interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its successors and assigns and shall bind Grantor and its successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and attorneys' fees).

6. Environmental Matters. Grantor covenants and represents that to the best of its knowledge, neither the Grantor's Property nor the Easement Property is presently the subject of any federal, state, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property or the Easement Property which existed prior to the acceptance of this Agreement; (ii) acts of the Grantor, or any other third party; or (iii) conditions on the Grantor's Property or the Easement Property not created by Grantee.

7. Jurisdiction. Grantor and Grantee agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

8. Other Obligations. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantor's Property or Easement Property.

9. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

10. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against all damages, injuries, claims, costs (including court costs and reasonable attorneys' fees), expenses and liability arising from Grantee's exercise of the rights granted to it in this Agreement and to any work performed on the Easement Property by Grantee or any contractor of Grantee which results in a statutory mechanic's or materialmen's lien being filed on Grantor's Property.

11. Insurance. Grantee and its project contractor shall, at such party's sole cost and expense, maintain in force a policy of general commercial public liability insurance insuring Grantor against liability arising from Grantee's use, occupancy and maintenance of the Improvements and the Easement Property. Grantee's insurance shall be in an amount not less than Two Million Dollars (\$2,000,000.00) to or for the death or injury of one (1) person in any action or occurrence and in the amount not less than Five Million Dollars (\$5,000,000.00) to or for the death or injury of more than one (1) person in any one action or occurrence. Such insurance maintained by Grantee pursuant to this section shall be written by insurance companies licensed to do business in the State of Indiana and shall not be subject to cancellation or termination except after thirty (30) days prior written notice to Grantor. Prior to performing any work on the Easement Property, Grantee shall provide Grantor certificates of insurance reflecting the policy in force pursuant to this section. Grantee shall have the right to self-insure all or any of its insurance obligations under this Agreement.

12. Amendment. Grantor and Grantee agree that this Agreement shall only be modified or released by the express, written consent of both Grantor and Grantee. Said consent, when duly recorded, shall run with the Grantor's Property and the Easement Property.

13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons shall be necessary for such termination, modification, or amendment.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

15. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed

delivered two business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee:	City of Carmel One Civic Square Carmel, Indiana 46032 Attn: Office of Corporation Counsel
With a Copy to:	City of Carmel 30 West Main Street Carmel, Indiana 46032 Attn: Director of Utilities
If to Grantor:	GA HC REIT II Carmel Penn MOB, LLC 18191 Von Karman Ave., Suite 300 Irvine, CA 92612 Attn: Asset Management

Any such notice will be effective three days after the notice has been deposited in the United States mail, as provided above, or if earlier upon receipt.

16. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

17. Authority. The persons executing this instrument on behalf of Grantor hereby represent that they have the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet possession of the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record.

18. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement Agreement as of the day and year first above written.

GRANTOR:

GA HC REIT II Carmel Penn MOB, LLC,
a Delaware limited liability company

By: DocuSigned by:
Richard Welch
16041C1A75BE438
Richard Welch

Printed: _____

Title: Principal

GRANTEE:

The City of Carmel

By and through its Board of Public Works and Safety

By: _____
James Brainard, Presiding Officer

Date: _____

By: _____
Mary Ann Burke, Member

Date: _____

By: _____
Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Personally appeared before me this day James Brainard, Mary Ann Burke, and Lori Watson, by me knows to be Members of the City of Carmel’s Board of Public Works and Safety, and Sue Wolfgang, Clerk of the City of Carmel, Indiana, who acknowledged the execution of the foregoing “Agreement” on behalf of the City of Carmel, Indiana.

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, appeared _____, the _____ of GA HC REIT II Carmel Penn MOB, LLC, who acknowledged the execution of the foregoing Water Line Easement Agreement on behalf of said company.

Witness my hand and Notarial seal this ____ day of _____, 2020.

My Commission Expires: _____
Notary Public

My County of Residence: _____
[Printed]

This instrument was prepared by and after recording return to: Tammy K. Haney, Krieg DeVault LLP, 12800 North Meridian Street Suite 300, Carmel, IN 46032-5407.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

EXHIBIT A
Grantor's Property

20.00
200
③ NOW ✓

②

WARRANTY DEED

Meridian Mile Associates, LLC (the "Grantor") CONVEYS AND WARRANTS to Carmel Penn Physiolans Plaza, LLP (the "Grantee"), for the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are acknowledged hereby, certain real estate in Hamilton County, Indiana, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Real Estate").

Subject to: (a) the lien of real estate taxes payable in November, 2007, and thereafter; (b) all general and special assessments, and all other governmental, municipal, and public dues, charges, and impositions not delinquent, each of which Grantee assumes and agrees to pay; and (c) those matters set forth on Exhibit B.

The person executing this deed on behalf of Grantor fully has been empowered by proper action of Grantor to execute and deliver this deed.

IN WITNESS WHEREOF, Grantor has executed this deed this 15th day of October, 2007.

DULY ENTERED FOR TAXATION See
Subject to final acceptance for transfer
31 day of October, 2007

Robin McMillin Auditor of Hamilton County
Parcel # 16-09-35-00-00-037.004

MERIDIAN MILE ASSOCIATES, LLC

By: Wendy Wickles

Printed: Michael W. Walls

Title: Manager

ACKNOWLEDGMENT

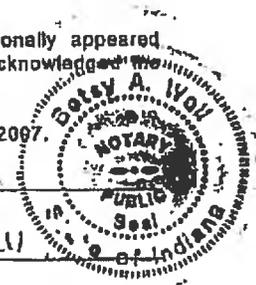
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Michael W. Walls, the Manager of Meridian Mile Associates, LLC, who acknowledged the execution of the foregoing Warranty Deed on behalf of such entity.

WITNESS my hand and Notarial Seal this 15th day of October, 2007.

By: Betsy A. Wall
Notary Public

Printed Name: Betsy A. Wall



I am a resident of Hamilton County, Indiana.

My commission expires 7-19-08.

Return after recording and send tax statements to:

Jay Walls Co. 11711 North Pennsylvania St. #200 Carmel, IN 46032

This instrument was prepared by Jennifer R. Shoup, Attorney-At-Law, Wallack Somers & Haas, One Indiana Square, Suite 1500, Indianapolis, Indiana 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Jennifer R. Shoup

2007061756 WARR DEED \$22.00
10/31/2007 02:21:33P 3 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 88 DEGREES 45 MINUTES 10 SECONDS WEST (ASSUMED BEARING) ALONG THE NORTH LINE OF THE SAID QUARTER SECTION 60.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF PENNSYLVANIA STREET PER INSTRUMENT NUMBER 2000-60872 SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 45 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE 180.83 FEET TO POINT WHICH BEARS NORTH 88 DEGREES 45 MINUTES 10 SECONDS EAST 344.88 FEET FROM THE EAST LINE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR U.S. #31; THENCE SOUTH 00 DEGREES 20 MINUTES 33 SECONDS WEST 175.63 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 31 SECONDS WEST 9.07 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 231.18 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 32 SECONDS EAST 9.42 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 28 SECONDS WEST 153.64 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 20 SECONDS EAST 183.52 FEET TO SAID WEST LINE; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE 564.15 FEET TO THE POINT OF BEGINNING, CONTAINING 2.40 ACRES, MORE OR LESS.

-
- G 3. Easement for water lines and associated rights granted to Indianapolis Water Company as set out in Grant of Easement dated May 12, 1986 and recorded June 25, 1986 in Book 4 page 128 as Instrument Number 8812355 as shown on the Survey.
 - H 4. Easement for water main and associated rights granted to Indianapolis Water Company as set out in Grant of Easement dated April 16, 1990 and recorded October 31, 1990 as Instrument Number 9027048 as shown on the Survey.
 - I 5. Easement for the purpose of landscaping and associated rights granted to the City of Carmel, Indiana, as set out in Easement Agreement dated August 21, 2000 and recorded December 6, 2000 as Instrument Number 20000060873 as shown on the Survey.
 - V 6. Easement for underground line granted to Public Service Company of Indiana, Inc. dated January 9, 1984 and recorded February 6, 1984 in Easement Record 1, page 701 as shown on the Survey.
 - J 7. Easement for access and associated rights as set out in Declaration of Easement dated January 17, 2002 and recorded February 5, 2002 as Instrument Number 20020010399, as amended by First Amendment to Declaration of Easement dated October __, 2007 and recorded October __, 2007 as Instrument No. 2007-_____.
 - AG 8. Terms and provisions as set out in that certain Access Easement Agreement dated October __, 2007 and recorded _____, 2007 as Instrument No. 2007-_____.
-

EXHIBIT A

EXHIBIT B

EXHIBIT 'B'
PROPOSED 25' WATER LINE EASEMENT

PART OF THE S.W. QUARTER OF SEC 35-T18N-R3E
CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA

CARMEL HOTEL LLC
INSTR #2007-21738

NORTH LINE OF S.W. QUARTER
OF SEC. 35-T18N-R3E

N89°10'14"E 180.83'

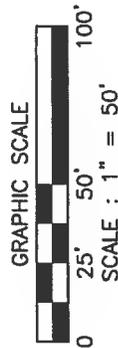
25' WATER LINE EASEMENT
4,523 SQ.FT. 0.10 ACRES

N00°45'37"E
25.01'

WEST LINE OF A TRACT
OF REAL ESTATE DESCRIBED
IN INSTR #2007-61756

MERIDIAN MILE
ASSOCIATES L.P.,
INSTR #2007-61756

THE WEST RIGHT OF WAY LINE OF
PENNSYLVANIA STREET PER
INSTRUMENT NUMBER 2000-60872



"THIS DRAWING IS NOT INTENDED TO BE
REPRESENTED AS A RETRACEMENT OR AN
ORIGINAL BOUNDARY SURVEY, A ROUTE
SURVEY OR A SURVEYOR LOCATION
REPORT"

THIS SURVEY IS NOT COMPLETE AND/OR
VALID WITHOUT BOTH PAGES.

PAGE 1 OF 2

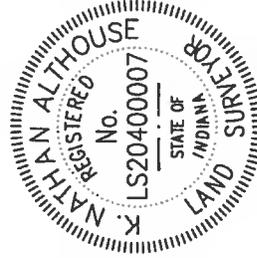
N.E. CORNER
S.W. QUARTER
SECTION 35
T18N, R3E

S89°10'14"W
60.89'

POB

S00°19'20"W
25.01'

PENNSYLVANIA
STREET



Nathan Althouse
R.L.S. LS20400007

DATE: 11/9/2011

DATE: 11/9/2011



MILLER SURVEYING INC.

948 CONNER STREET
NOBLESVILLE INDIANA 46080
PH. # (317) 773-2644 FAX 773-2694

LOCATION: PART OF THE S.W. QUARTER
SEC. 35-T18N-R3E, CLAY TOWNSHIP,
HAMILTON COUNTY, INDIANA

DRAWN BY: MJJ CHK'D BY: KNA

SCALE: 1" = 50' FIELD BOOK:

DATE: 08/16/2011 PAGE:

FIELD WORK COMPLETED: N/A

CLIENT: JONES & HENRY ENGINEERING

JOB NUMBER SURVEY # FILE:

DESCRIPTION: 25' WATER LINE EASEMENT
B33632E

EXHIBIT 'B'

PROPOSED 25' WATER LINE EASEMENT

PART OF THE S.W. QUARTER OF SEC 35-T18N-R3E
CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA

LAND DESCRIPTION

DESCRIPTION OF REAL ESTATE

PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 3 EAST; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS WEST (ASSUMED BEARING) 60.89 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE WEST RIGHT OF WAY OF PENNSYLVANIA STREET PER INSTRUMENT NUMBER 200060872 AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 19 MINUTES 20 SECONDS WEST 25.01 FEET ON THE WEST LINE OF SAID PENNSYLVANIA STREET PER INSTRUMENT NUMBER 200060872; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS WEST 181.02 FEET TO THE WEST LINE OF A TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NUMBER 2007-61756; THENCE NORTH 00 DEGREES 45 MINUTES 37 SECONDS EAST 25.01 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 10 MINUTES 14 SECONDS EAST 180.83 FEET ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 0.10 ACRES MORE OR LESS

THE WITHIN PLAT AND SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SCHEDULE "A" AND SCHEDULE "B" OF A TITLE POLICY.

THIS SURVEY PLAT HAS BEEN PREPARED FOR USE ON THIS PARTICULAR PROJECT AND FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY HEREON NAMED AND IS NOT CERTIFIED TO OR TO BE USED BY ANY OTHER PARTY. THE EVIDENCE, POSSESSION, OWNERSHIP, CONDITIONS ETC. COULD CHANGE CONSTANTLY AND THE USE OF THIS SURVEY IS LIMITED ONLY TO THE DATE INDICATED HEREIN.

THE LOCATION OF THE TITLE LINES AND CORNERS ARE SUBJECT TO THE EVIDENCE FOUND IN THE PERFORMANCE OF THIS SURVEY. ADDITIONAL EVIDENCE PRESENTED TO MILLER SURVEYING, INC. MAY ALTER THE LOCATION OF THE TITLE LINES AND CORNERS.

THIS SURVEY IS NOT COMPLETE AND/OR VALID WITHOUT BOTH PAGES.



K. Nathan Althouse

R.L.S. LS20400007

11/9/2011

DATE:

"THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR AN ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT"

THIS SURVEY IS NOT COMPLETE AND/OR VALID WITHOUT BOTH PAGES.

PAGE 2 OF 2

MILLER SURVEYING INC. 948 CONNER STREET NOBLESVILLE INDIANA 46060 PH. # (317) 773-2644 FAX 773-2694		
LOCATION: PART OF THE S.W. QUARTER SEC. 35-T18N-R3E, CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA	DRAWN BY: MJJ	CHK'D BY: KNA
FIELD WORK COMPLETED: N/A	SCALE: 1" = 50'	FIELD BOOK:
CLIENT: JONES & HENRY ENGINEERING	DATE: 08/16/2011	PAGE:
DESCRIPTION: 25' WATER LINE EASEMENT	JOB NUMBER: B33632E	SURVEY 4 FILE:

PETITION TO VACATE A PUBLIC RIGHT OF WAY

1. The Carmel Redevelopment Commission ("Petitioner"), pursuant to Indiana Code § 36-7-3-12, does hereby respectfully petition the Common Council of the City of Carmel, Indiana, for the vacation of two alleys located within the Petitioner's Lot One Redevelopment Project (the "Vacation Area"), which are located entirely within the corporate boundaries of Carmel, Indiana, and are more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.
2. In support of this petition, the Petitioner submits the following:
 - A. The Petitioner submits this petition pursuant to Indiana Code § 36-7-3-12 to respectfully request that the Common Council of the City of Carmel, Indiana vacate the existing Public Right of Way described and depicted in Exhibit A. The Petitioner makes this request because the Vacation Area is no longer being used as public right of way. Further, the Petitioner is engaged in redeveloping Lot One, which is located on the corner of Main Street and Rangeline Road; the Vacation Area is located within the Lot One redevelopment project.

The Petitioner has created plans and specifications (the "Plans") for the development of Lot One that are consistent with the desires of the City of Carmel. The Plans include the construction of buildings in the Vacation Area. The Petitioner respectfully requests that the Common Council of the City of Carmel, Indiana vacate the Vacation Area to allow the construction of the buildings within those areas of the Vacation Area pursuant to the CRC Plans.
 - B. Vacation of the Vacation Area will not hinder the growth or orderly development of the unit or neighborhood in which said Vacation Area is located or to which the Vacation Area is contiguous.
 - C. Vacating the proposed Vacation Area does not make access to the lands of any person by means of public way difficult or inconvenient.
 - D. Vacating the proposed Vacation Area does not hinder the public's access to a church, school, or other public building or place.
3. The following are the names and addresses of the owners of land which abut the property proposed to be vacated:

Carmel Redevelopment Commission
580 Veterans Way, Suite 100
Carmel, Indiana 46032
Attn: Executive Director

WHEREFORE, the Petitioner respectfully requests the vacation of the above described Vacation Area.

CARMEL REDEVELOPMENT COMMISSION



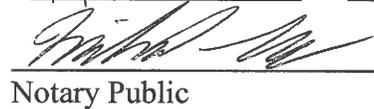
Henry Mestetsky, Executive Director

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Henry Mestetsky, Henry Mestetsky, and who, having been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

Witness my hand and Notarial Seal this 6th day of April, 2020.

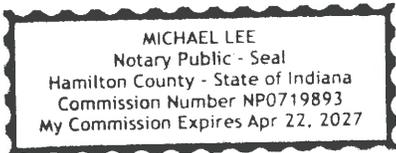
My commission expires: _____



Notary Public

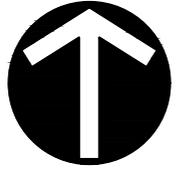
I am a resident of _____ County, Indiana

Printed Name



This instrument was prepared by Jon A. Oberlander, Carmel Assistant Corporation Counsel, City Hall, One Civic Square, Carmel, Indiana 46032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number in this document, unless it is required by law. Jon A. Oberlander



NORTH

LOT 2

LOT 2
D.R. 237, PG. 174

ADJOINER
CITY OF CARMEL
REDEVELOPMENT
COMMISSION
INSTR. #2017019558

VACATED ALLEY
CIRCUIT COURT
BK. 121, PG. 65

N 89°44'42" E 86.97'

10' UNPLATTED ALLEY
(UNKNOWN TITLE)

S 89°44'42" W 77.00'

ADJOINER
CITY OF CARMEL
REDEVELOPMENT
COMMISSION
INSTR. #2018059403

PROPOSED ALLEY VACATION
0.050± ACRES
2190± SQ. FT

LOT 3

TOWN OF BETHLEHEM
(NOW CARMEL)
D.R. "E", PG. 512

ADJOINER
CITY OF CARMEL
REDEVELOPMENT
COMMISSION
INSTR. #2016046274

ADJOINER
CARMEL LIBRARY
ASSOCIATES, LLC
INSTR. #2010015093

N 00°06'04" W 142.00'
S 00°06'04" E 132.00'

LOT 4

PART OF LOT 4
D.R. 235, PG. 101

NORTH R/W
MAIN ST.

NORTH R/W
MAIN ST.

P.O.B.

MAIN STREET
(66' PUBLIC RIGHT-OF-WAY)

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S 00°15'18" E	10.00'
L2	S 89°44'42" W	10.00'

P.O.B.: POINT OF BEGINNING

REFERENCE:

This exhibit is based upon the ALTA/NSPS
Land Title Survey by Civil & Environmental
Consultants, Inc., Project No. 185-986

SCALE IN FEET



Civil & Environmental Consultants, Inc.

530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-655-7777 · 877-746-0749
www.cecinc.com

CITY OF CARMEL
REDEVELOPMENT COMMISSION
30 WEST MAIN STREET SUITE 220
CARMEL, INDIANA

PUBLIC ALLEY VACATION
EXHIBIT

EXHIBIT

A (1 of 2)

DRAWN BY:	NRB	CHECKED BY:	TJT	APPROVED BY:	TJT	FIGURE NO.:
DATE:	MARCH 26, 2020	DWG SCALE:	1"=20'	PROJECT NO:	185-986	EXHIBIT

PROPOSED PUBLIC ALLEY VACATION DESCRIPTION

Part of an un-platted alley located just east of Lots 3 and 4 of The Town of Bethlehem (Now Carmel), as recorded as plat thereof in Deed Record "E", page 512 in the Office of the Recorder of Hamilton County, Indiana, lying in the Northwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana, being more particularly described by Tyler J. Thompson, LS21400006 of Civil & Environmental Consultants, Inc. on March 26, 2020, as follows:

BEGINNING at the southeast corner of said lot 4; thence North 00 degrees 06 minutes 04 seconds West along the easterly lines of said Lot 4 and Lot 3 and the northerly extension of said easterly line of Lot 3 a distance of 142.00 feet to the southeast corner of Lot 2 of said Town of Bethlehem; thence North 89 degrees 44 minutes 42 seconds East along the southerly line of the real estate conveyed to City of Carmel Redevelopment Commission as recorded in Instrument Number 2017019558 in said Recorder's office a distance of 86.97 feet; thence South 00 degrees 15 minutes 18 seconds East a distance of 10.00 feet to the northeast corner of the real estate conveyed to City of Carmel Redevelopment Commission in Instrument Number 2016046274 in said Recorder's office; the following two courses being along north and west lines of said real estate;

- (1) thence South 89 degrees 44 minutes 42 seconds West a distance of 77.00 feet;
- (2) thence South 00 degrees 06 minutes 04 seconds East a distance of 132.00 feet to the north right-of-way line of Main Street;

thence South 89 degrees 44 minutes 42 seconds West along said north line a distance of 10.00 feet to the Point of Beginning, containing 0.050 acres of land, more or less.

Tyler J. Thompson
 Registered Land Surveyor No. 21400006
 March 26, 2020
 tthompson@cecinc.com
 prepared by Tyler J. Thompson



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tyler J. Thompson

**EXHIBIT
 A (2 of 2)**

 Civil & Environmental Consultants, Inc. 530 E. Ohio Street, Suite G - Indianapolis, IN 46204 317-655-7777 · 877-746-0749 www.cecinc.com		CITY OF CARMEL REDEVELOPMENT COMMISSION 30 WEST MAIN STREET SUITE 220 CARMEL, INDIANA					
		PUBLIC ALLEY VACATION DESCRIPTION					
DRAWN BY:	NRB	CHECKED BY:	TJT	APPROVED BY:	TJT	FIGURE NO.:	DESC.
DATE:	MARCH 26, 2020	DWG SCALE:		PROJECT NO:	185-986		

Recommended for Approval this _____ day of _____, 20__.

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

BY:

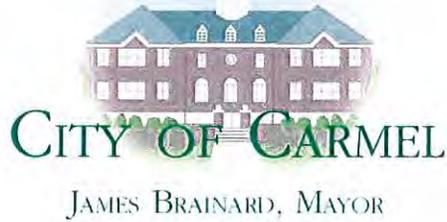
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____



April 7, 2020

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, LANE/PATH CLOSURE -DUKE ENERGY - AERIAL UTILITY MAINTENANCE

Dear Board Members:

Ms. Libby Walker 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 and path restrictions in order to remove and replace existing aerial electric equipment on an existing pole near 254 West 136th Street (exhibit attached).

The Department of Engineering has determined that the request 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. A minimum 10' wide lane shall be provided around the restricted area at all times.
- 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.
- Lane restrictions shall be performed between the hours of 9am and 4pm
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the walkway prior to the closure. Signage identifying the sidewalk/pathway closure and detour route shall be posted prior to the closure and a sign, measuring at least 18" x 12", shall be posted on each side of the closure reading "SIDEWALK CLOSED".
- 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-254 W 136TH.docx

WZS: REMEMBER "YOUR CIRCLE OF SAFETY"
TRAFFIC FLAGGING - 8 HRS



Safety Reminders / Adverse Conditions

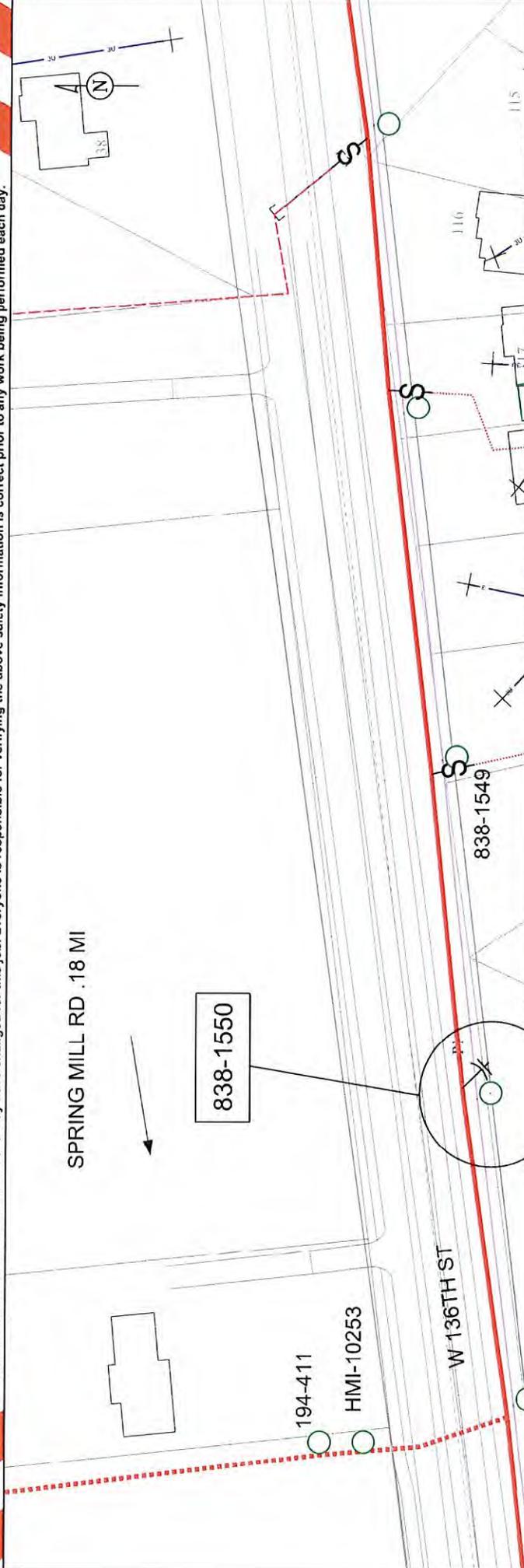
?:
?:
?:
?:



USP: CARMEL SPRINGMILL (547) 1283 @ 626 W MAIN AVE

USP:
USP:
USP:
USP:

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: 838-1550

INSTALL STANDARD 09.10-101:
 REMOVE VOLTAGE CONTROLLER
 INSTALL IVVC CONTROLLER & RISER
 REMOVE (3) PHASE INSULATORS
 INSTALL (3) LYNDSEY LINE SENSORS
 REPLACE PHASE CROSSARM INSTALL 10FT CROSSARM
 REPLACE CUTOFF CROSSARM INSTALL 8FT CROSSARM
 REPLACE (1) FUSE
 INSTALL ANTENNA
 REMOVE SHIPPING JUMPER
 BOND NEUTRAL BUS USING 6CUPCS
 INSTALL NEUTRAL CURRENT SENSOR
 INSTALL PADLOCK

Work Order Number	8628874
Customer/Contact	MATT GROVES
Contact Phone	317-776-5317
Job Site Address	254 W 136 ST
City	CARMEL
County	HAMILTON / CLAY TWP
State, Zip	IN, 46032
Designer	David J Dawes
Designer Phone	513-918-2252 EXT 3911
Circuit ID	N1325471283
Primary Voltage	12.47 / 7.2KV
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	





April 7, 2020

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

***RE: NEW CURB CUT REQUEST, CURB CUT VACATION, TEMPORARY CONSTRUCTION ENTRANCE–
NORTH END - SMOKEY ROW AND ROHRER ROAD***

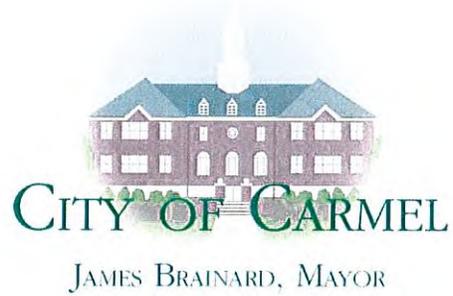
Dear Board Members:

Mr. Erik Dirks with Old Town Companies has requested approval for the vacation of 12 existing curb cuts, 6 new curb cuts, and a temporary construction entrance associated with the proposed North End Development at Smokey Row Road and Rohrer Road (exhibits attached). The temporary construction entrance will be placed at the existing intersection of Rohrer Road with Smokey Row.

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 entrances 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.
- 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.

Sincerely,

A handwritten signature in black ink, appearing to be "JK", written over a light blue horizontal line.

Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\shared\NEW SHARED DRIVE\BPW\2020\CURB CUT & DRIVE VACATION-NORTH END docx

BENCHMARK INFORMATION: (MAYO 1988)

1. THE BENCHMARK POINT IS LOCATED AT THE INTERSECTION OF THE CONCRETE SIDE OF THE BRIDGE AND THE MAIN ROAD OVER THE COOK CREEK. (SEE PLAN SHEET 1001)

2. THE BENCHMARK POINT IS LOCATED AT THE INTERSECTION OF THE CONCRETE SIDE OF THE BRIDGE AND THE MAIN ROAD OVER THE COOK CREEK. (SEE PLAN SHEET 1001)

3. THE BENCHMARK POINT IS LOCATED AT THE INTERSECTION OF THE CONCRETE SIDE OF THE BRIDGE AND THE MAIN ROAD OVER THE COOK CREEK. (SEE PLAN SHEET 1001)

4. THE BENCHMARK POINT IS LOCATED AT THE INTERSECTION OF THE CONCRETE SIDE OF THE BRIDGE AND THE MAIN ROAD OVER THE COOK CREEK. (SEE PLAN SHEET 1001)

CARMEL GENERAL NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND LANDSCAPE FEATURES.

FLOOD HAZARD STATEMENT:

THE SITE IS LOCATED IN AN AREA THAT IS NOT DESIGNATED AS A FLOOD HAZARD ZONE. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST FLOOD HAZARD MAPS AND REGULATIONS FROM THE LOCAL AUTHORITIES.

OPEN SPACE

1. ALL OPEN SPACE SHALL BE MAINTAINED AND NOT COVERED BY ANY STRUCTURE OR PAVEMENT.

PARKING REQUIREMENTS

1. THE PROJECT SHALL PROVIDE SUFFICIENT PARKING SPACES TO ACCOMMODATE ALL VEHICLES AND TRUCKS.

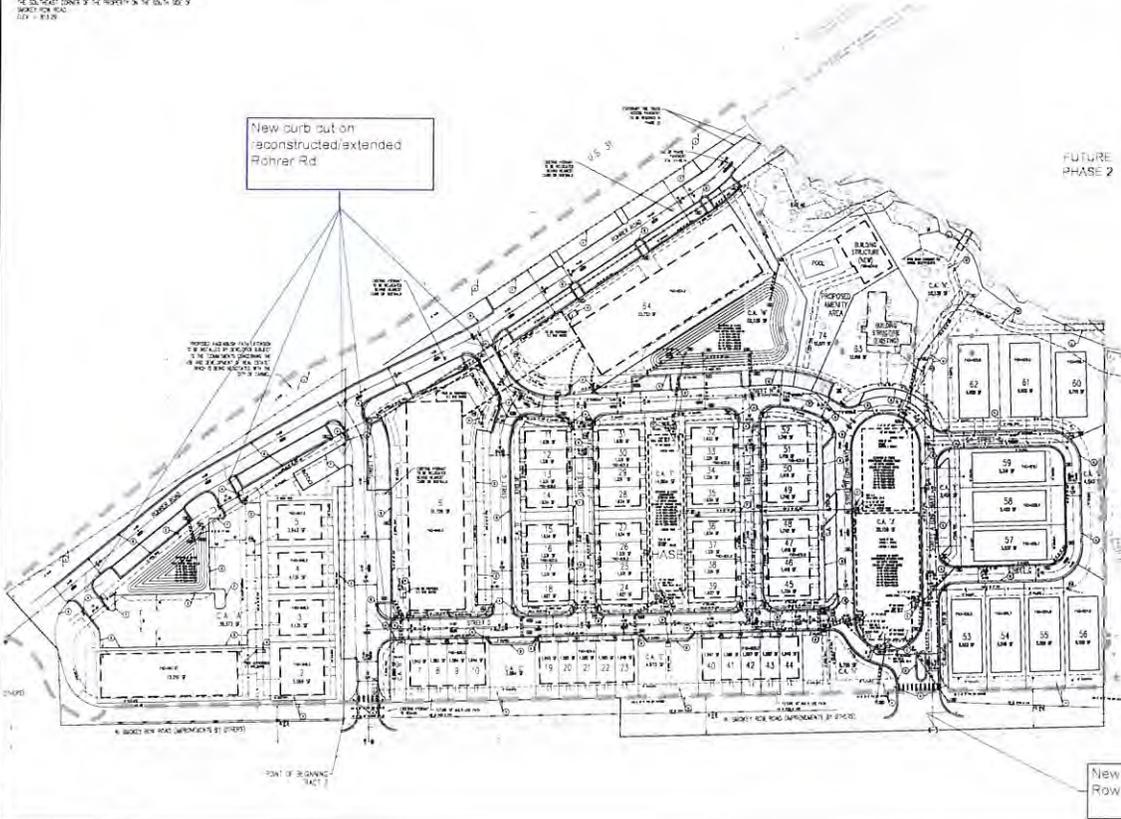


LEGEND:

- 1. EXISTING UTILITY
- 2. PROPOSED UTILITY
- 3. EXISTING ROAD
- 4. PROPOSED ROAD
- 5. EXISTING SIDEWALK
- 6. PROPOSED SIDEWALK
- 7. EXISTING DRIVE
- 8. PROPOSED DRIVE
- 9. EXISTING DRIVE
- 10. PROPOSED DRIVE
- 11. EXISTING DRIVE
- 12. PROPOSED DRIVE
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New curb cut on reconstructed extended Rohrer Rd

FUTURE PHASE 2



CARMEL GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

3. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND LANDSCAPE FEATURES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

6. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND LANDSCAPE FEATURES.

New curb cut on Smokey Row Rd

NO. 1	CONSTRUCTION
NO. 2	CONSTRUCTION
NO. 3	CONSTRUCTION
NO. 4	CONSTRUCTION
NO. 5	CONSTRUCTION
NO. 6	CONSTRUCTION
NO. 7	CONSTRUCTION
NO. 8	CONSTRUCTION
NO. 9	CONSTRUCTION
NO. 10	CONSTRUCTION



HOME SUITES BY HILTON
LAKE COUNTY
MINISTERS, INDIANA

10000000 13-0161
KMS
CONSTRUCTION PLANS
SITE DEVELOPMENT PLAN
C1.1

DEMOLITION GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CARMEL, INDIANA, AND THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (IDEM) PRIOR TO THE START OF DEMOLITION ACTIVITIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN ON THE SITE.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN ON THE SITE.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN ON THE SITE.
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

STORMWATER POLLUTION PREVENTION PLAN GENERAL NOTES:

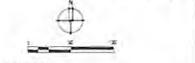
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT COMPLES ALL APPLICABLE REGULATIONS AND STANDARDS.
2. THE SWPPP SHALL BE REVIEWED AND APPROVED BY THE CITY OF CARMEL AND IDEM PRIOR TO THE START OF CONSTRUCTION.
3. THE CONTRACTOR SHALL MAINTAIN ALL SWPPP MEASURES IN PLACE AT ALL TIMES DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN ON THE SITE.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN ON THE SITE.

SITE SPECIFIC SEQUENCE:

1. DEMOLITION ACTIVITIES
2. CONSTRUCTION ACTIVITIES
3. CONSTRUCTION ACTIVITIES
4. CONSTRUCTION ACTIVITIES
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10. CONSTRUCTION ACTIVITIES

CARMEL GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CARMEL, INDIANA.
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3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN ON THE SITE.
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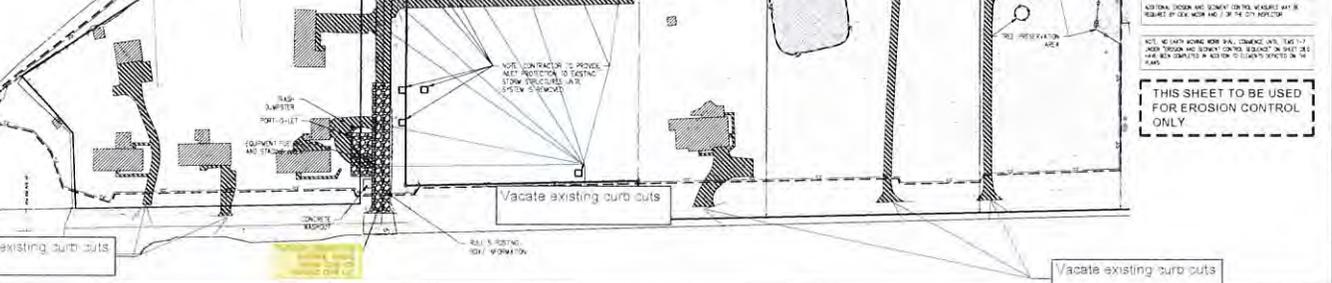
LEGEND:
TESTING

BENCHMARK INFORMATION:

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CONSTRUCTION INFORMATION:

1. APPROXIMATE CONSTRUCTION SCHEDULE
2. RECEIVING WATER - COLUMBIANA
3. ADDRESS - 35 WEST 10th
4. CONTACT PERSON - JEFFREY W. HILTON
5. PHONE - 317.464.1111
6. MAILING ADDRESS - 35 WEST 10th, CARMEL, IN 46032



DEMOLITION KEYNOTES:

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SWPPP LEGEND:

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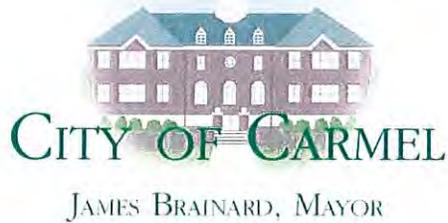
THIS SHEET TO BE USED FOR EROSION CONTROL ONLY

NO. 1	DATE	DESCRIPTION
1	10/15/2020	ISSUED FOR PERMITTING
2	10/20/2020	REVISED PER CITY COMMENTS



HOME SUITES BY HILTON
LAKE COUNTY, INDIANA
MAY 2018

DATE	10/15/2020	PROJECT NO.	19-0161
SCALE	AS SHOWN	DATE	10/15/2020
CONSTRUCTION PLANS			
PRE-CONSTRUCTION SWPPP AND DEMOLITION PLAN			
C1.3			



April 7, 2020

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

RE: ROAD CLOSURE, OPEN PAVEMENT CUT- SUPERIOR STREET

Dear Board Members:

Mr. John Sheidler with Woolpert is requesting approval for a road closure and open pavement cuts on Superior Street to allow installation of new storm sewer (exhibit attached). The closure will take place along Superior St., approximately 225' south of the intersection with 103rd Street. Properties along Superior Street will remain accessible from the south via Illinois St. intersection.

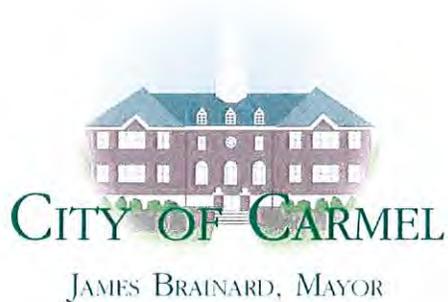
The Department of Engineering recommends that the Board approve the requested lane restriction, street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of the street. Signage identifying the street closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.
- Any open pavement cuts remaining open during overnight non-working hours shall be covered with a steel plate, anchored and secured in place.
- Construction in dedicated City Right-of-Way shall be restored in compliance with all City codes and standards.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\CIECO LOT-ROAD CLOSURE & CUT-SUPERIOR STREET.docx



April 8, 2020

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

RE: ADDITIONAL CURB CUT REQUEST – 14001 CAREY ROAD – CARY GROVE PARK

Dear Board Members:

Mr. Michael Krosschell, project manager with Schneider Geomatics, has requested approval for an additional curb associated with the proposed improvements to Carey Grove Park. The proposed additional curb cut will allow two points of ingress/egress to the reconfigures parking lot, providing improved safety and traffic flow within the park (Exhibit attached).

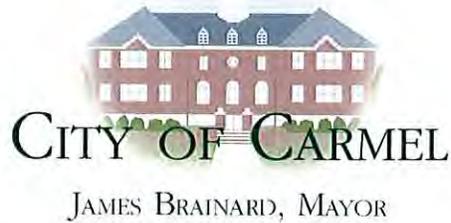
There is no alignment issue associated with this request.

The Department of Engineering recommends that the Board approve the requested additional curb cut 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), 6-227(b).
- Roadside drainage must be maintained across the proposed entrance pursuant to Carmel City Code 6-227(h)(9).
- Any damage to the existing improvements within the right-of-way shall be restored to the satisfaction of the City when the work is complete.
- Public Streets shall be kept clean of dirt and debris at all times.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



April 7, 2020

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

RE: GEICO PARKING LOT-103RD STREET & ILLINOIS STREET- STORMWATER TECHNICAL STANDARDS VARIANCE

Dear Board Members:

Mr. John Sheidler with Woolpert Inc. is requesting a variance from the Stormwater Technical Standards Manual in association with the proposed Geico Parking Lot Expansion project located at the southeast corner of 103rd and Illinois Street.

Per Section 303.07 of the Stormwater Technical Standards Manual, the ponding and overflow path throughout the development resulting from a 100-year storm event with the storm sewer system completely plugged shall be shown on the plans with the Lowest Adjacent Grade for all residential and commercial buildings set a minimum of 2 feet above the highest noted overflow ponding elevation. In addition, Section 104.02 requires the Minimum Flood Protection Grade to the highest of the following: 2 feet above a major flood source or route, 1 foot above the local floor route, and 12 inches above the adjacent roadway.

Due to the existing elevation of the site for the expanded parking lot on the north side of the existing office building, as well as the elevation of the adjacent streets, the proposed parking lot expansion will be several feet higher than the finished floor elevation of the existing building. The grades have been established to route the emergency overflow/flood water around the north end of the existing building to the southwest and southeast to prevent impact to the building. However, the proposed flood elevation of 841.63 provides 0.83 feet, or 10", of separation from the existing finished floor elevation of 842.46. This is below the required separation, but however no adverse impacts to the existing building are anticipated. The required flood routing information is provided on plan sheet C300.

The Department of Engineering, in review of the proposed conditions and designed standards, has determined that the variances requested are considered valid given the existing site constraints involved with the project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

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