

**Board of Public Works and Safety Meeting**  
**Agenda**  
**Wednesday, June 17, 2020 – 10:00 a.m.**  
**Via Videoconference**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the June 3, 2020, Regular Meeting**

**2. BID/QUOTE OPENINGS AND AWARDS**

- a. **Bid Opening for Replacement and Rehabilitation of a Bridge in Brookshire Golf Club;**  
Jeremy Kashman, City Engineer

**3. CONTRACTS**

- a. **Request for Purchase of Goods and Services; Sexson Mechanical Corporation;**  
(\$2,000.00); Preventative Maintenance; Henry Mestetsky, Executive Director of the Carmel Redevelopment Commission
- b. **Request for Purchase of Goods and Services; Shade Trees Unlimited, Inc;**  
(\$35,800.00); Trees; Mike Hollibaugh, Director of the Department of Community Services
- c. **Resolution BPW 06-17-20-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor;**  
**American Health Network of Indiana, LLC; (Not to Exceed \$73,900.00); Covid-19 Testing Services Agreement;** Mayor James Brainard
- d. **Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.;**  
(\$88,000.00); **Monon Green Boulevard - Design; Additional Services Agreement #9;**  
Jeremy Kashman, City Engineer
- e. **Request for Purchase of Goods and Services; MC Equipment, LLC; (\$157,614.00); Tandem Dump Truck;** John Duffy, Director of the Department of Utilities
- f. **Request for Purchase of Goods and Services; American Structurepoint, Inc;**  
(\$17,200.00); **Westfield Boulevard Over Carmel Creek; Additional Services Agreement #14a;** Jeremy Kashman, City Engineer
- g. **Request for Business Associate Agreement; Wellness IQ;** Barb Lamb, Director of Human Resources
- h. **Request for Purchase of Goods and Services; Joshua Kirsh; (\$25 Per Hour); Performance Agreement;** Nancy Heck, Director of the Department of Community Relations

**4. OTHER**

- a. **Request for Additional Curb Cut – Horseshoe Driveway; 1693 Beaufain Street;** Paul Owen
- b. **Request for Lane Restriction; Carmel Drive/City Center;** Stefanie Straub, CSU Inc.
- c. **Request for Lane Restriction/Sidewalk Closure; 328 West Main Street;** Kristen McAfee, SignCraft

- d. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; 96<sup>th</sup> and Springmill Road; Verizon/MCI**
- e. **Request for Ratification of Signature - Phase III Distribution Relocation Agreement; Duke Energy Indiana, LLC; Jeremy Kashman, City Engineer**
- f. **Request for Replat; Fosters Additions, Lots 9-11; Sam Milligan, Northridge Construction**
- g. **Request for Stormwater Technical Standards Variance; Carmel Hotel and Office – 12166 N Meridian; Brad Schrage, American Structurepoint**

**5. ADJOURNMENT**

1 **Board of Public Works and Safety Meeting**  
2 **Minutes**  
3 **Wednesday, June 3, 2020 – 10:00 a.m.**  
4 **Via Videoconference**

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 May 20, 2020, Regular Meeting were approved 3-0*

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

23  
24 **Bid Award for 2020 Camera Van;** Dave Huffman, Street Commissioner, *recommended awarding the*  
25 *bid to 502 Equipment as they were the lowest and most responsive bidder. Board Member Burke*  
26 *moved to award the bid to 502 Equipment in the amount of \$219,426.00. Board Member Watson*  
27 *seconded. Request approved 3-0.*

28  
29 **PERFORMANCE RELEASE APPROVAL REQUESTS**

30  
31 *Resolution BPW-06-03-20-01; Estates at Towne Meadow; Street & Path Paving; Board Member*  
32 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

33  
34 *Resolution BPW-06-03-20-04; Jackson's Grant Section 2; Common Walk & Signs; Board Member*  
35 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

36  
37 *Resolution BPW-06-03-20-05; Goodman Campbell Medical Office Building; Right of Way*  
38 *Improvements; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
39 *approved 3-0.*

40  
41 **CONTRACTS**

42  
43 *Request for Purchase of Goods and Services; Pitney Bowes; (\$404.28 per quarter); State and Local*  
44 *Fair Market Value Lease Agreement; Board Member Burke moved to approve. Board Member Watson*  
45 *seconded. Request approved 3-0.*  
46

47 *Request for Purchase of Goods and Services; FBI Indianapolis Division; Amendment to Memorandum*  
48 *of Understanding Concerning the Use of the Carmel Police Firearms Range and Accompanying*  
49 *Training Center; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
50 *approved 3-0.*

51  
52 *Request for Purchase of Goods and Services; Leach & Russell Mechanical Contractors, Inc;*  
53 *(\$2,600.00); HVAC PM – Station 41; Board Member Burke moved to approve. Board Member Watson*  
54 *seconded. Request approved 3-0.*

55  
56 *Resolution BPW-06-03-20-02; A Resolution of the City of Carmel Board of Public Works and Safety*  
57 *Acknowledging Agreement Between Owner and Contractor; Melrose Pyrotechnics, Inc; (\$35,000.00);*  
58 *Carmelfest Fireworks; Board Member Burke moved to approve. Board Member Watson seconded.*  
59 *Request approved 3-0.*

60  
61 *Resolution BPW-06-03-20-03; A Resolution of the City of Carmel Board of Public Works and Safety*  
62 *Acknowledging Agreement Between Owner and Contractor; Motor Vehicle Lease Agreement; Pearson*  
63 *Ford; (\$536.48 per month) 2020 Ford Escape Hybrid; Board Member Burke moved to approve. Board*  
64 *Member Watson seconded. Request approved 3-0.*

65  
66 *Request for Purchase of Goods and Services; Bright Equipment, Inc; (\$21,217.92); Mini Excavator;*  
67 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

68  
69 *Request for Purchase of Goods and Services; Rieth-Riley; (\$7,576.33); 96t Street and Delegates ROW*  
70 *RAB – Project 16-ENG-33; CO #7; Jeremy Kashman, City Engineer*

71  
72 **OTHER**

73  
74 *Request for Grant of Perpetual Storm Water Quality Management Easement; Carmel 2002 School*  
75 *Building Corporation; Board Member Burke moved to approve. Board Member Watson seconded.*  
76 *Request approved 3-0.*

77  
78 *Request for Grant of Perpetual Storm Water Quality Management Easement; Carmel 2002 School*  
79 *Building Corporation; Board Member Burke moved to approve. Board Member Watson seconded.*  
80 *Request approved 3-0.*

81  
82 *Request for Grant of Distribution Easement; Duke Energy Indiana, LLC; Veteran’s Way Project;*  
83 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

84  
85 *Request for Consent to Encroach; 4760 Gray Oaks Drive; Board Member Burke moved to approve.*  
86 *Board Member Watson seconded. Request approved 3-0.*

87  
88 *Request for Variance; 4760 Gray Oaks Drive; Board Member Burke moved to approve. Board*  
89 *Member Watson seconded. Request approved 3-0.*

90  
91 *Request for Replat; Village of West Clay Section 6003-B, Block 8; Board Member Burke moved to*  
92 *approve. Board Member Watson seconded. Request approved 3-0.*

93  
94 *Request for Secondary Plat; The Amenity Area at the Legacy; Board Member Burke moved to approve.*  
95 *Board Member Watson seconded. Request approved 3-0.*

96

97 **ADD-ON**

98

99 *Board Member Burke moved to add-on request for a Water Line Easement Agreement; Daniel T.*  
100 *Agerter; Board Member Watson seconded. Motion approved 3-0. Board Member Burke moved to*  
101 *approve. Board Member Watson seconded. Request approved 3-0.*

102

103

104 **ADJOURNMENT**

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106 *Mayor Brainard adjourned the meeting at 10:10 a.m.*

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110 \_\_\_\_\_  
*Sue Wolfgang – City Clerk*

111

112 *Approved*

113

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115 \_\_\_\_\_  
*Mayor James Brainard*

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117 ***ATTEST:***

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\_\_\_\_\_

*Sue Wolfgang – City Clerk*

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## **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 Sexson Mechanical Corporation, an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

**1. ACKNOWLEDGMENT, ACCEPTANCE:**

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

**2. PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-508.00 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 Two Thousand Dollars (\$2,000.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

**4. WARRANTY:**

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

**5. TIME AND PERFORMANCE:**

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

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

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

16. **GOVERNING LAW; LAWSUITS:**

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

17. **SEVERABILITY:**

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

18. **NOTICE:**

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

If to City:	City of Carmel Redevelopment Department 580 Veterans Way, Suite 100 Carmel, Indiana 46032	<b>AND</b>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
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If to Vendor: Sexson Mechanical Corporation  
1001 Commerce Parkway South Drive, Suite A  
Greenwood, Indiana 46143

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

19. **TERMINATION:**

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2020 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

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

- 27. **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

Sexson Mechanical Corporation

by and through its Board of Public  
Works and Safety

By:

By:



\_\_\_\_\_  
James Brainard, Presiding Officer

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Cory Stow

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mary Ann Burke, Member

\_\_\_\_\_  
Vice President

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Lori S. Watson, Member

FID/TIN: 35-1952081

Date: \_\_\_\_\_

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

ATTEST:

Date: 5-28-2020

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_



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Preventative Maintenance Agreement For:

**Carmel Redevelopment Commission**  
**580 Veterans Way Suite 100**  
**Carmel, IN 46032**

This Preventative Maintenance Agreement is designed to provide the following benefits:

- Increase Energy Efficiency
- Reduce Mechanical Failure
- Improve Comfort Conditions

Sexson Mechanical, Corp. will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Preventive Maintenance Program with inspections to be performed per attached document for one year. Any repairs will be invoiced at Preferred Rates of \$87.00 per hour.

Agreement coverage will begin on:

**June 1<sup>st</sup>, 2020 through May 31<sup>st</sup>, 2021.**

The agreement price is **\$2,000.00** for one year, to be paid **\$500.00** per quarterly inspection.

The coverages included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between Sexson Mechanical Corporation and Carmel Redevelopment Commission. This agreement is the property of Sexson Mechanical Corporation and is provided for the customer's use only. No waivers, changes, or modification of any terms and conditions shall be binding on Sexson Mechanical Corporation unless made in writing and signed by authorized management of Sexson Mechanical Corporation.



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**List of Covered Equipment**

Split Systems:	2
Exhaust Fan:	1

**EXHIBIT  
A (2 of 6)**



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### **Mechanical System Preventative Maintenance Checklist (by Season)**

Our Preventive Maintenance Agreements provide for the following services performed by licensed qualified technicians who are not on sales commissions.

#### **Air Conditioning System PM Checklist (Spring & Summer)**

- Provide and install new air filters
- Clean condenser coils
- Check refrigerant charge
- Check electrical connections and tightened if required
- Check compressor and condenser fan operation
- Test thermostat operation
- Test safeties and switches
- Prepare report for owners on recommended repairs to units

#### **Heating Unit PM Checklist (Fall & Winter)**

- Provide and install new air filters
- Inspect fan motor and check electrical connections
- Blow out condensate drain and clean pan
- Test heat pump operation
- Test electric heat operation
- Test safeties and switches
- Check electrical connections and tighten if required
- Prepare report for owners on recommended repairs to units

#### **Exhaust Fan Checklist (Quarterly)**

- Inspect belt and replace if required
- Inspect fan motor and check electrical connections
- Inspect damper operation
- Test safeties and switches
- Check electrical connections and tighten if required
- Prepare report for owners on recommended repairs to units

<b>EXHIBIT A (3 of 6)</b>
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## Terms and Conditions

### General

1. Sexson Mechanical Corp agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The client agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturer's guidelines of operation
3. The customer will provide reasonable access to all areas and equipment.
4. All tests and inspections and non-emergency repair or replacement will be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday.
5. Emergency repairs outside of normal working hours will be billed at overtime rates.
6. The customer will notify Sexson Mechanical Corporation of any defect in the system promptly when it becomes known to them.
7. If any emergency call is made at the customer's request and no defect is found to be present, Sexson Mechanical Corporation may charge the customer at the preferred customer rate for such services.
6. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Sexson Mechanical Corporation on behalf of the customer whether such tax shall be local, state or federal in nature. **This will include but not be limited to the recovery; recycling, reclamation, handling and disposal of all refrigerants or halons and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**

**EXHIBIT  
A (4 of 6)**



7. Payment for the maintenance agreement will be made in advance of the period during in which the service is provided.
8. Sexson Mechanical Corporation will adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
9. Acceptance of this agreement by Sexson Mechanical Corporation assumes that all systems and equipment covered are in functioning condition. If repairs are found necessary during the new agreement start up inspection or an inspection visit, a repair proposal will be submitted for approval. If repair proposal is declined, the non-functioning items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
10. Repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, structural supports and other non-moving parts are not included in this agreement.
11. If the system(s) or equipment covered is altered, modified, changed or moved this agreement may be adjusted accordingly or terminated.

### **Limitations of Liability and Indemnities**

1. Sexson Mechanical Corp will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, partial or complete failure of the sprinkler system to function, act of God, or any other causes beyond Sexson Mechanical Corp reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Sexson Mechanical Corporation or its suppliers, employees, or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to, loss of profit or revenues loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.



- 
3. No other warranty or other liability is given and no other affirmation of Sexson Mechanical Corporation by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty or merchantability of fitness, and any other obligation on the part of Sexson Mechanical Corporation.
  4. Sexson Mechanical Corporation warrants materials only to the extent and for the time period said materials are warranted to Sexson Mechanical Corporation by the manufacturer of the same. Sexson Mechanical Corporation liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Sexson Mechanical Corporation.

**EXHIBIT  
A (6 of 6)**

## 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

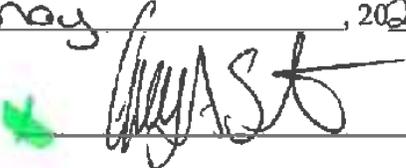
### AFFIDAVIT

Coray Stein, 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 Soxson Mechanical (the "Employer") in the position of Vice President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 28 day of May, 2020

  
Printed: Coray Stein

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: Coray Stein

# 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

**103981**

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
5/12/2020			374136	

<b>SEXSON MECHANICAL CORP</b>	<b>Redevelopment Department</b>
<b>VENDOR 1001 COMMERCE PKWY S DR</b>	<b>SHIP TO 30 W Main Street, Suite 220</b>
<b>SUITE A</b>	<b>Carmel, IN 46032-</b>
<b>GREENWOOD, IN 46143 -</b>	<b>Michael Lee (317) 571-2788</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46606				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1801 Fund: 101 General Fund

Account: 43-509.00

1 Each

Preventative Maintenance

**\$2,000.00**  
Sub Total **\$2,000.00**



Send Invoice To:

**Redevelopment Department**

**Michael Lee**

**30 W Main Street, Suite 220**

**Carmel, IN 46032-**

**(317) 571-2788**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$2,000.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

Henry Mestetsky

TITLE

Director

CONTROL NO. **103981**

CONTROLLER

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Shade Trees Unlimited, Inc., (the "Vendor"), as City Contract dated February 21, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Shade Trees Unlimited, Inc.

By:

By:

James Brainard, Presiding Officer

*Michael S. Hollis G.M*

Date: \_\_\_\_\_

Authorized Signature

Mary Ann Burke, Member

*Michael S. Hollis*

Date: \_\_\_\_\_

Printed Name

Lori S. Watson, Member

*General Manager*

Date: \_\_\_\_\_

Title

ATTEST:

FID/TIN: 35-1850981

Sue Wolfgang, Clerk

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 6/2/2020



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

**QUOTE FOR PURCHASE OF TREES and other plant material      CONTRACT NOT TO EXCEED \$35,800.00**

Quotes are due May 1st, 2020 at 9:00 am. Please submit to:

Department of Community Services  
ATTN: Daren Mindham  
1 Civic Sq  
Carmel, IN 46032

## I. SCOPE OF SERVICES

The quote is for the purchase of trees. The Contractor shall furnish all labor, materials, equipment and services necessary to supply trees to a 'to be determined' location in or within five miles of Carmel.

## II. CITY OF CARMEL REPRESENTATIVE

All questions related to this quote shall be addressed to:

Daren Mindham  
Urban Forester  
1 Civic Square  
Carmel, IN 46032

Phone: 317-571-2283  
Email: [dmindham@carmel.in.gov](mailto:dmindham@carmel.in.gov)

## III. WORK REQUIREMENTS

### Applicable Nursery Standards:

- Contractor must adhere to American National Standards Institute (ANSI Z60.1) current edition.
- Trees shall be subject to field inspection for quality of stock.
- Trees shall be part of the Contractor's current inventory.

### Requirements:

- Ball and burlap tree stock availability.
- Stock to be root pruned every other year.
- Tree canopy is custom trimmed per variety.
- Ball and burlap trees shall have ball sizes that are larger than minimum nursery standard.
- Orders are assembled the day before delivery required.
- Orders are tagged to be uniformly matched, if not personally selected by Carmel Representative.
- Stock received shall be the same as ordered. No change in size, smaller or larger, will be accepted.
- Packaging type received shall be same as ordered. If ball and burlap is ordered containerized trees cannot be substituted unless authorized by the Carmel Representative.

PO # 103990

**EXHIBIT  
A (1 of 2)**



# City of Carmel

DEPARTMENT OF COMMUNITY SERVICES

## IV. LAYOUT OF QUOTE (to the nearest dollar)

Please provide a price for each tree species per caliper size and note if the species is currently in stock. (Actual species may vary):

Tree Species	1.75"	2.00"	2.50"	6'	Able to supply at least (20) at 2.5" (circle)	
American hornbeam	126	145	—		Yes	No
Bald cypress	122	140	175		Yes	No
Elm, hybrid	122	140	175		Yes	No
Hackberry	124	145	—		Yes	No
Ginkgo	148	175	—		Yes	No
Honeylocust	122	140	175		Yes	No
Japanese tree lilac	124	145	—		Yes	No
Japanese zelkova	124	148	—		Yes	No
London planetree	122	140	175		Yes	No
Oak	126	145	175		Yes	No
Redbud, single-stem	122	140	<del>175</del>		Yes	No
River birch, single-stem	100	116	145		Yes	No
Tuliptree	122	140	175		Yes	No
Yellowwood	135	155	—		Yes	No
Norway spruce				150	Yes	No

Delivery cost to holding area (within 5 miles of Carmel):

Price per 75 trees: \$ 375

Other qualifications/notes: \_\_\_\_\_

Company Name: Shade Trees Unlimited

Signature: Michael Holtho

Date: 5/1/2020

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1  
PURCHASE ORDER NUMBER  
**103990**

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
5/18/2020			00352697	Trees to be planted along Keystone Avenue in Fall 2020

**SHADE TREES UNLIMITED INC**  
VENDOR PO BOX 152

Dept of Community Service  
SHIP TO 1 Civic Square  
Carmel, IN 46032-

COLUMBIA CITY, IN 46725 -

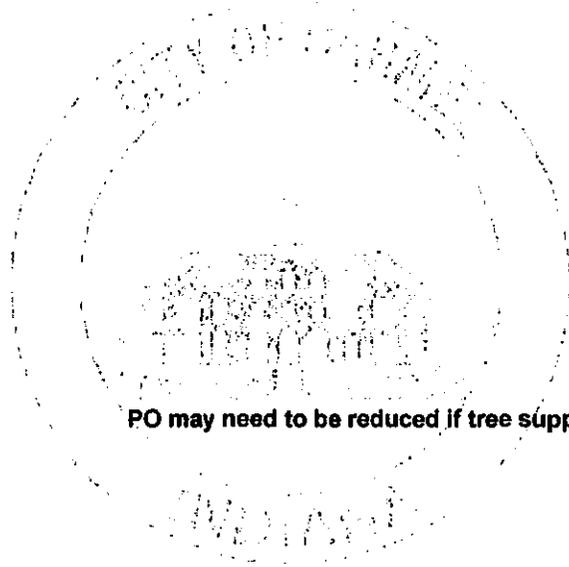
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46728				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: 1192 Fund: 101 General Fund

Account: 44-624.00

1 Each	Trees		\$35,800.00	\$35,800.00
			Sub Total	\$35,800.00



Send Invoice To:  
Dept of Community Service

PO may need to be reduced if tree supply is unavailable

1 Civic Square  
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

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

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

\$35,800.00  
\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

*Mike Hollibaugh*

Mike Hollibaugh  
Director

TITLE

*James Crider*

James Crider  
Director of Administration

CONTROL NO. 103990

CONTROLLER

**RESOLUTION NO. BPW 06-17-20-01**

**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: \_\_\_\_\_

## COVID-19 TESTING SERVICES AGREEMENT

This COVID-19 Testing Services Agreement ("Agreement") is entered into this \_\_\_ day of May, 2020 ("Effective Date") by and between American Health Network of Indiana, LLC ("AHN"), an Indiana limited liability company and the City of Carmel, Indiana, a municipal corporation ("City"). AHN and City are also individually referred to herein as "party" and collectively as "parties".

**WHEREAS**, AHN is a provider of COVID-19 testing services and employs clinical personnel duly authorized to perform the same.

**WHEREAS**, Customer wishes to engage AHN as an independent contractor, and AHN wishes to be so engaged, to provide COVID-19 testing services for certain Participants (as defined below) pursuant to terms and conditions of this Agreement

**WHEREAS**, the parties now desire to enter into this written Agreement in order to provide a complete understanding of their respective duties and obligations.

**NOW, THEREFORE**, in consideration of the mutual promises and representations herein contained, the parties hereto agree as follows:

- 1. Term of Agreement.** This Agreement shall commence as of the Effective Date and continue for a term of one (1) year, unless otherwise agreed upon in a writing signed by both parties. Either party may terminate this Agreement upon sixty (60) days advance written notice to the other party.
- 2. Services.** During the term of this Agreement, AHN shall provide COVID-19 serology testing services as more fully described in Exhibit A, attached hereto and incorporated herein by reference ("Services"), to officers, officials, employees, contractors, and agents of the City, as well as to household members of City employees who have previously tested positive for the COVID-19 virus (collectively "Participants").
- 3. City Obligations.** City will be responsible for arranging and reporting to AHN the eligible Participants who are to receive the Services. City shall provide AHN with access to the testing location(s) and on-site workspace(s) for the performance of the Services, as well as restroom access, highspeed internet service, tables, chairs, separate rooms for testing and separate space for staff breaks. City will designate a City representative as a point of contact prior to commencement of the Services, who will coordinate the services on behalf of City. AHN staff will be afforded restroom and lunch breaks per federal and state regulations and AHN internal policies and procedures.
- 4. Fees and Payment Terms.** City shall compensate AHN for Services rendered pursuant to this Agreement as specified in Exhibit A.
- 5. Medical Records;HIPAA.** All medical records relating to testing and Services performed by AHN personnel under this Agreement, if any, shall be maintained by AHN. To the extent possible, all medical records will be part of the Electronic Medical Record ("EMR") owned and maintained by AHN; otherwise, AHN shall

maintain paper records. Portions of the medical records may constitute Protected Health Information ("PHI") pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). AHN is a "Covered Entity" as that term is defined in HIPAA. In compliance with HIPAA and similar state privacy laws, AHN shall only report the results of any testing performed as part of the Services (a) to the individual for whom the testing was performed, (b) to any public health authorities as required by law, (c) pursuant to a HIPAA compliant authorization signed by an individual, and (d) as otherwise permitted or required by applicable law. AHN shall, in connection with performing the Services, offer each Participant utilizing the Services a HIPAA compliant authorization form for signature, which such HIPAA compliant authorization, if properly executed by the Participant, will allow AHN to share with City the results of any testing performed as part of the Services. Further, the parties agree that they will enter into a business associate agreement for the Services hereunder.

**6. Insurance; Indemnification.**

a. Each party shall maintain such insurance as is adequate to insure against their respective risks hereunder, including general liability insurance of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, workers' compensation insurance as statutorily required which shall include employer's liability with limits of not less than \$1,000,000 per claim, and errors and omissions insurance of not less than \$2,000,000 per claim. Each party shall provide to the other party proof of coverage, which may include self-insurance, and proof of qualified provider status as required hereunder, upon request. Further, AHN shall maintain, at its sole cost and expense, professional malpractice liability insurance for itself and for all of its providers involved in providing services in connection with this Agreement in the type and amount required under the Indiana Medical Malpractice Act, as amended from time to time, Indiana Code §§ 34-18-1-1 et seq., (the "Act") for acts or omissions related to the provision of health care services performed in connection with this Agreement during the term of this Agreement. Each party shall make policies or certificates of the above insurance available for inspection by the other party upon reasonable notice.

b. AHN agrees to defend, indemnify and hold harmless City, as well as its officers, officials, employees, contractors, and agents from any and all suits, claims, fines, injuries, and/or damages arising, relating, and/or resulting from the negligent or intentional actions or inactions of AHN personnel in rendering Services or otherwise performing under this Agreement. City agrees to defend, indemnify and hold harmless AHN, its affiliates and related entities, as well as their agents, servants, employees, contractors, owners, officers, and directors from any and all suits, claims, fines, injuries, and/or damages arising, related, and/or resulting from the from the negligent or intentional actions or inactions of City personnel in the performance of this Agreement.

**7. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Indiana, without regard to conflicts of law provisions.

**8. Limitation of Liability.** The parties hereby agree that neither shall be entitled to consequential damages in the event of breach of this Agreement, unless otherwise expressly set forth in this Agreement or any exhibit thereto.

**9. Independent Contractors.** AHN and any personnel provided by it under this Agreement stand as independent contractors to City for all purposes and, therefore, shall not for any purpose be considered employees, agents, or subcontractors of City.

**10. Amendment.** The parties may amend this Agreement and any exhibit(s) thereof from time-to-time upon mutual consent, in writing, signed by both parties, which expressly references and identifies this Agreement.

**11. Assignment.** This Agreement shall inure to the benefit of, shall be binding upon, the parties, their successors, and permitted assigns. Neither party may assign this Agreement or any rights hereunder without the prior written consent of the other party hereto.

**12. Severability.** If any portion of this Agreement is found to be invalid or unenforceable to any extent, then the invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other provisions of this Agreement shall be unaffected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**13. Waiver.** No waiver of any provision of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of the party waiving such provision.

**14. Force Majeure.** Neither party shall be liable to the other for default if caused by war, fire, strike, act of God, extreme weather conditions, governmental order or regulation, complete or substantial shutdown of Facilities, unavailability of equipment or supplies from a vendor, and/or similar circumstances beyond the reasonable control of said party. Non-payment of the fees required under this Agreement will not be subject to this provision.

**15. Entire Agreement.** This Agreement, sets forth the entire Agreement between the parties, superseding all previous agreements, representations, negotiations, and understandings, written or oral.

**16. Counterparts and Signatures.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. Authorized facsimile signatures shall be effective to bind the parties to this Agreement.

**17. Notices.** All notices or demands, required or permitted herein, shall be sent via U.S. certified mail, return receipt requested, if mailed, as well as contemporaneously by facsimile or e-mail transmission to the other party and its counsel. Notices are to be directed to the following, unless a substitute is designated in writing by the respective party:

**To City:**

Mayor James Brainard  
1 Civic Square  
City Hall  
Carmel, Indiana 46032  
Fax: (317) XXX-XXXX  
Email: jbrainard@carmel.in.gov

**To AHN:**

Jennifer Gleckman  
Director, Employer Health  
10689 N. Pennsylvania, St. Ste. 200  
Indianapolis, IN 46280  
FAX: (317) XXX-XXXX  
Email: Jennifer\_Gleckman@ahni.com

**With copy to:**

Douglas C. Haney  
Corporation Counsel  
1 Civic Square, City Hall  
Carmel, Indiana 46032  
dhaney@carmel.in.gov

**With Copy to:**

Jeremy Overmyer  
General Counsel  
10689 N. Pennsylvania St. Ste. 200  
Indianapolis, IN 46280  
Email: Jeremy\_Overmyer@ahni.com

**18. Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and is not intended to, and shall not be construed to, create any right or confer any benefit on or against any third party, except as expressly provided in this Agreement.

**19. Confidentiality.** The parties hereby agree and understand that the City will make this Agreement available to the public as permitted by Indiana's Access to Public Records Act or any other applicable law, rule, order, or directive, and that the parties will otherwise keep this Agreement confidential, with disclosure only to representatives of the parties with a "need to know" basis.

**20. Non-Discrimination.**

AHN 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 the 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.

**21. 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"), AHN 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 B, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, AHN shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify

program. Should AHN 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 AHN 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.

**22. Debarment and Suspension.**

22.1 AHN 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 AHN.

22.2 AHN 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. AHN 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.

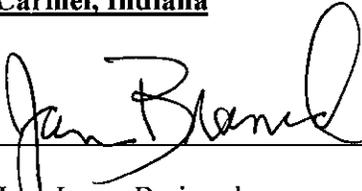
**23. Iran Certification.**

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

**24. Survival.** The provisions of this Agreement set forth in Paragraphs 4, 5, 6, 7, 8, 12, 13, 14, 15, 17, 18, and 19 shall survive expiration and/or termination of this Agreement for any reason.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**City of Carmel, Indiana**

By:  \_\_\_\_\_  
Name: Hon. James Brainard

Title: Mayor

**American Health Network of Indiana, LLC**

By:  \_\_\_\_\_  
Name: Ben H. Park, MD

Title: President and CEO

*[Signature page to COVID 19 Testing Services Agreement]*

Exhibit A

**1. Services**

AHN will provide properly trained and qualified personnel for specimen collection, and testing for SARS CoV-2 Antibody, IgG serology testing (or functional equivalent) to all eligible Participants at the following locations and dates (the "Initial Service Dates"):

<b>Location</b>	<b>Date(s) (each a "Service Date")</b>	<b>Maximum Number of Tests</b>
Carmel Middle School	June 4, 5, 9, 10, 12, 16, 17, 18, 19, 23, 24, 29, 30	100 per day for all dates; 50 per day on June 30

**Participant Eligibility.** City will provide name, date of birth, address, daytime phone, and any additional required information (according to eligibility file specifications provided by AHN) for the Participants to be tested to AHN at least seven (7) calendar days prior to the initial Service date. City shall be solely responsible for determining the eligibility of these Participants prior to sending such individual's information to AHN. City will utilize the online scheduling tool provided by AHN to assign testing times and share the link with employees and family members to self-schedule their appointments based on a pre-established timeline determined by City.

**2. Fees**

<b>Service</b>	<b>Service Fee</b>
COVID-19 collection and testing for Initial Service Dates	\$66,250 (Includes 13 Service Dates, up to 1,250 tests including retesting of positive tests (\$53 per test); tests above 1,250 also \$53 each)
Additional Testing Team on June 30 <sup>th</sup>	\$2,650 (Adds 50 more appts/tests)
Additional Service Dates	\$3,000 per day (includes all tests for such day, up to a maximum of 50 tests per day)
Set-up Fee	\$1,500
Custom Report Setup (by division)	\$500

**Total Not to Exceed \$73,900 for Services Listed Above**

**Payment Terms.** The Service Fee for initial Service dates shall be due within thirty-five (35) days from the date on which the Services are provided and invoiced to the City. Additional Service dates as requested by City shall be billed at \$3,000 per day (which is inclusive of all tests performed by AHN on such day), and payable within thirty-five (35) days from the date on which the Services are provided and invoiced to the City. City agrees that additional Service dates shall be requested not less than two (2) weeks prior to the intended testing date.

**Cancellation Policy:** The Service Fee for the initial Service dates shall be nonrefundable. In the event City cancels an additional Service date, City shall pay the amount of \$2,000 as a cancellation fee for each additional Service date cancelled less than fifteen (15) days prior.

**3. Reporting:**

AHN will report testing results to state and federal health authorities as applicable and permissible for all Participants. AHN will report test results in Excel format to City for all Participants who have signed an authorization/consent form for AHN (AHN will NOT providing test if a Participant refuses to sign the authorization/consent of information form) to share the testing results with City.

EXHIBIT B

AFFIDAVIT

CHRIS PALMERI, 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 American Health Network of Indiana LLC / Optum (the "Employer")  
in the position of EMPLOYEE RELATIONS 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 6th day of JUNE, 2020.

Chris Palmeri  
Printed: CHRIS PALMERI

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.

Chris Palmeri  
Printed: CHRIS PALMERI

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

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

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

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

CrossRoad Engineers, P.C.

By:

By:

James Brainard, Presiding Officer  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Authorized Signature

Mary Ann Burke, Member  
Date: \_\_\_\_\_

Trent E. Newport  
\_\_\_\_\_  
Printed Name

Lori S. Watson, Member  
Date: \_\_\_\_\_

President  
\_\_\_\_\_  
Title

ATTEST:

FID/TIN: 35-1963331

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Date: 6/8/2020

# ATTACHMENT "A"



May 18, 2020

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

Re: Monon Green Boulevard  
Engineering Services Fee Proposal

Dear Jeremy:

Based on our conversations with you, our current knowledge of the project areas, and communications with various other involved entities, we have prepared this scope and fee proposal for your review.

The following information has been prepared and is included herein:

- I. Project Description
- II. Scope of Professional Services
- III. Proposed Fees

We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel through this project. If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

  
Trent E. Newport, P. E.  
President

# MONON GREEN BOULEVARD

CrossRoad Engineers, PC

## I. PROJECT DESCRIPTION

This project involves the extension and reconstruction of Monon Green Boulevard from the west edge of the City Center Parking Garage drive approach to the west end of the project (east of existing Monon Trail). See conceptual layout on Exhibit "A". The road design will not include any work outside the proposed back of curb, except for street lighting with associated conduit and wiring, and communications conduit for City of Carmel ICS.

Included in this proposal is a description of the engineering services necessary for the complete development of the proposed improvements. These services include road design, lighting design, utility coordination, contract documents / permitting and bidding phase, and coordination with other entities.

Also included in this proposal is an explanation of the communication and coordination with several entities that will have a significant involvement in this project:

- Carmel Redevelopment Commission
- Onyx+East / Woolpert, Inc.
- Pedcor Companies / Circle Design Group
- Duke Energy

## II. SCOPE OF PROFESSIONAL SERVICES

### 1. Road Design

Design of the Monon Green Boulevard extension from the east side of the existing Monon Trail to, and including, the intersection of Veterans Way (west edge of the City Center Parking Garage drive approach) will be included in this task. The road design will only include improvements within the back or curb of the roadway and on-street parking areas. Design and construction plans will be prepared in accordance with the City of Carmel's standards, guidelines and directions, and using INDOT standards where applicable. CrossRoad Engineers will submit plans to the City Engineer for review at the following milestones:

- Preliminary Plans (Approximately 35% complete)
- Field Check Plans (Approximately 70% complete)

Neither holding a public information meeting nor preparing landscaping design plans is included, but maintenance of traffic plans are included.

Also included within this phase is the verification of existing topographic information that was previously surveyed. We will spot check and field measure existing features to confirm horizontal locations and vertical elevations to confirm

that there have not been any substantial revisions due to ongoing construction in the area.

**2. Lighting Design**

Preparation of lighting plans for **the Monon Green Boulevard extension within the project limits will be included in this task.** These plans will document the roadway geometry, the location of the service points (indicating voltage being supplied), location of the poles, the orientation of the luminaires, the light source type and luminaire wattage, as well as any underground wiring, conduit, handholes, and cable duct markers that are needed.

**3. Utility Coordination**

Coordination with representatives from each of the utility companies having facilities within the project area will be included in this task. CrossRoad Engineers will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utility companies and coordinate as necessary. This work will be in general accordance with INDOT policy and procedures currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis.

Coordination with Duke Energy to account for the currently planned underground relocation of the Duke Distribution facility will be completed. CrossRoad Engineers will also coordinate with City of Carmel ICS for the installation of conduits for future camera installations.

**4. Permitting / Bidding Phase**

The project will likely not require the disturbance of more than one acre of land; therefore, Hamilton County Soils and Water approval and an IDEM Rule 5 permit is not anticipated for this project. However, it is anticipated that CRE will submit plans to HCSWD as a notification of the project. It is assumed that there will be no other regulatory permits or coordination required for this project.

Following the City Engineer's approval of Field Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate. Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

**5. Coordination / Communication with Other Entities**

During the development of this project a large amount of coordination and communication will be required between multiple entities.

- Carmel Redevelopment Commission (CRC) - The CRC is heavily involved with the ongoing redevelopment of the parcels to the north and south of Monon Green Boulevard. The CRC also owns property adjacent to the project. Therefore, it is anticipated that ongoing meetings and coordination efforts will be necessary to receive feedback and comments on the project from the CRC and to facilitate coordination with the adjacent developers.
- Onyx+East (O+E) / Woolpert, Inc. - O+E and Woolpert is the development team for the Firehouse Townhome (FHT) project on the south side of Monon Green Boulevard. The proposed FHT project is connected to Monon Green Boulevard and will require coordination to ensure that their private development will mesh with our public development in regard to horizontal layout, vertical elevations, utilities, ADA facilities, etc. To facilitate this, we anticipate numerous conversations and meetings to communicate and coordinate the proposed improvements.
- Pedcor / Circle Design - Pedcor and Circle Design is the development team for the ongoing City Center development project (specifically the Holland / Playfair building portions) on the north side of Monon Green Boulevard. The development of the Holland and Playfair buildings are directly connected to Monon Green Boulevard and will require coordination to ensure that their private development will mesh with our public development in regard to horizontal layout, vertical elevations, utilities, ADA facilities, etc. To facilitate this, we anticipate numerous conversations and meetings to communicate and coordinate the proposed improvements.
- Duke Energy - The City of Carmel and Duke Energy are currently working on the relocation of the existing overhead Duke Distribution facilities that are adjacent to the project. A portion of the underground relocation will take place within Monon Green Boulevard, so it is anticipated that numerous conversations and meetings will be necessary to communicate and coordinate the proposed improvements.

## 6. **Construction Staking, Inspection and As-Built Plans**

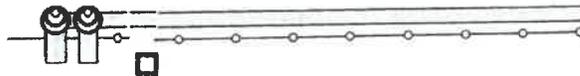
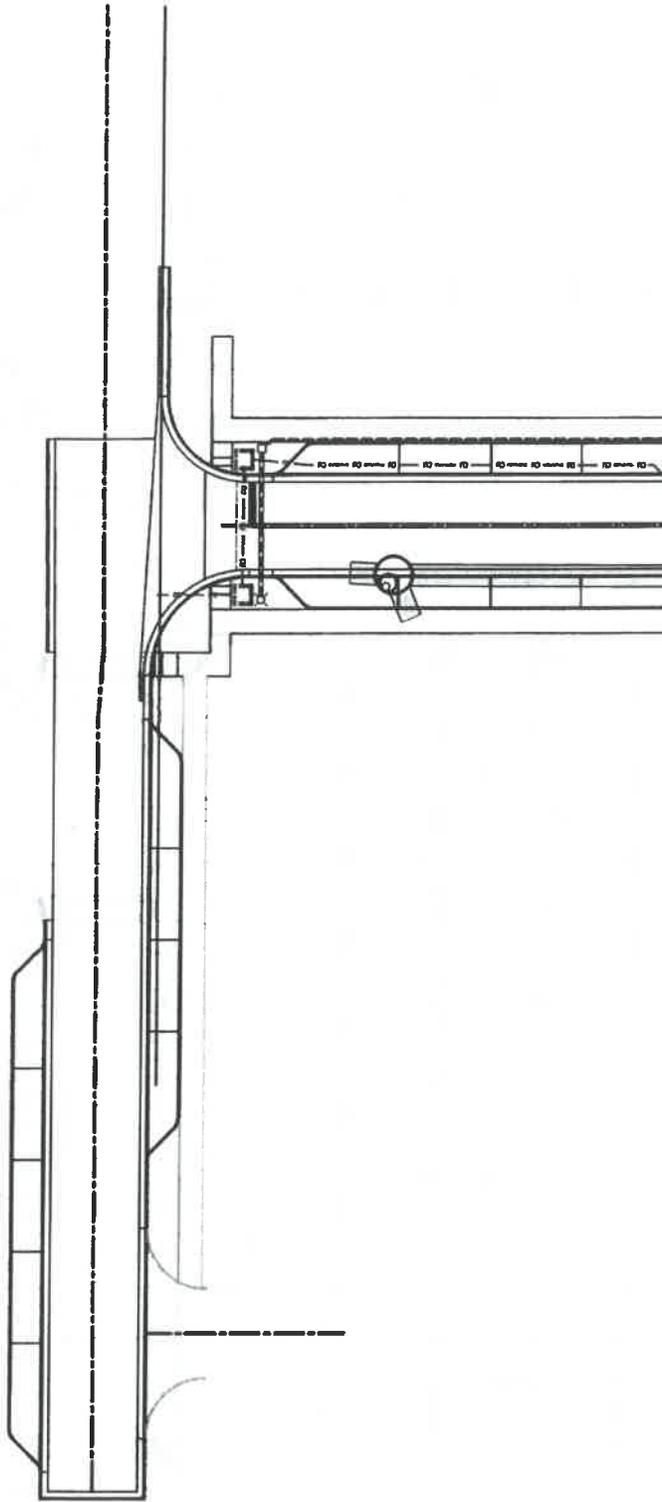
Once design is complete, CrossRoad Engineers will perform construction staking, inspection and as-built plans for this project as directed by the City. This work will be provided on an hourly basis per the attached Hourly Billing Rates included as Attachment "B"

**II. PROPOSED FEES**

<b>TASK DESCRIPTION</b>	<b>TASK FEE</b>
1. Road Design	21,500
2. Lighting Design	5,500
3. Utility Coordination	2,500
4. Permitting / Bidding Phase	8,500
5. Coord/Comm w/ Other Entities	5,000
6. Construction Staking, Inspection and As-Built Plans (Hourly - Not To Exceed)	45,000
<b>CONTRACT TOTAL</b>	<b>\$88,000</b>



EXHIBIT "A"



**EXHIBIT**  
**A (6 of 6)**

# 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

**104028**

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
6/1/2020			068025	Project 20-08; Contract Date 02/07/2018
<b>CROSSROAD ENGINEERS, PC</b> <b>VENDOR 3417 S SHERMAN DR</b> <b>BEECH GROVE, IN 46107 -</b>		<b>City Engineering's Office</b> <b>SHIP TO 1 Civic Square</b> <b>Carmel, IN 46032-</b> <b>Kate Lustig</b>		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47042				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 2200 Motor Vehicle Highway

Account: 43-401.00

1 Each

ASA 9 - Monon Green Boulevard - Design

\$88,000.00	\$88,000.00
Sub Total	\$88,000.00



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

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$88,000.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

*Jeremy Kashman*

Jeremy Kashman  
Director

TITLE

CLERK-TREASURER

CONTROL NO. **104028**

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and MC Equipment, LLC, (the "Vendor"), as City Contract dated November 20, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

MC Equipment, LLC

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

Lyndon Callahan  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

Lyndon Callahan  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

Municipal Specialist  
\_\_\_\_\_  
Title

ATTEST:

**FID/TIN:** 35-2074364

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Date: 27 May 20

Greg Hollander  
City of Carmel Water Department  
3450 W. 131st Street  
Carmel, IN 46074

July 23, 2019

Greg,

Following is the quote for a tandem dump truck as per the INDOT bid with the revisions you requested.

One (1) new Freightliner 108SD tandem axle chassis with standard spring rear suspension and chain conveyor dump body per INDOT bid # 800-16-110 QPA Year # 4 contract cost of \$154,421.00.

Revisions/Additions/Deletions:

Chassis to be painted red ILO yellow  
Revise front suspension to be 9,500 lb driver side and 10,500 lb passenger side  
Delete chipper hitch  
Delete trailer brake system  
Revise pintle hitch plate to be receiver style  
Delete 50 ton pintle hitch  
Relocate body access ladder to driver side ILO curb side  
Delete liquid pre-wet tank assembly and pump  
Add Aero electric tarp assembly with asphalt tarp  
Delete Muncie Power central hydraulic system  
Add Certified Power central hydraulic system  
Delete truck half snow plow hitch  
Delete rear spinner assembly

Original INDOT contract price Base Bid Tandem Axle Dump Truck	\$154,421.00
Revisions/Additions/Deletions listed above, deduct	(\$2,121.00)
Upgrade rear suspension to HaulMaxx, add	\$ 3,167.00
Option # 10 – Addition of rear view camera and spreader light, add	\$ 2,147.00
<b>Total package cost</b> FOB                      Carmel, IN	<b>\$157,614.00</b>

Thank you for the opportunity to quote this equipment for your needs. Please feel free to contact me at 317-371-8802 if you have any questions or need further information.

Sincerely,

  
Lyndon Callahan

Municipal Specialist

**EXHIBIT  
A (1 of 2)**

**W. A. Jones**  
 1171 S. Williams Drive  
 Columbia City, IN 46725

Phone: (260) 244-7661  
 Fax: (260) 244-7662

# Invoice

Date	Invoice #
5/18/2020	115684

<b>Bill To</b>	
CARMEL WATER DEPARTMENT GREG HOLLANDER 3450 W. 131ST STREET CARMEL, IN 46074	
Customer Fax	

<b>Ship To</b>	
Customer Phone	317-733-2855

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	VIN
W10056	Net 30	LWC	5/18/2020	Delivery		1FVHG5FE8MHME1302

Quantity	Item Code	Description	U/M	Price Each	Amount
		BODY SERIAL#: 19-12-7978 HOIST SERIAL#: SC012619-0797 PLOW SERIAL#: 19-12-1422 PUMP SERIAL#: A200360536			
1	00180910	MAIN COMPONENTS FFDS-156-86-36,RR,IN-DOT 2.25, DUAL WHELEN		148,854.00	148,854.00
1	00069542	PLOW,MP41R11-ISCT,10GA,HHL		0.00	0.00
1	00012324	HITCH,TP,HH34,HH34T,CO,TAPERED FOR HOOD CLEARANCE		0.00	0.00
146	LABOR WEST S...	SHOP LABOR		60.00	8,760.00

FINANCE CHARGE: Invoices that remain unpaid 30 days after invoice date will be assessed a finance charge of 18% per annum or approximately 1.5% per month. Minimum monthly finance charge is \$2. Additionally, purchaser agrees to pay all of the seller's cost of collection, including, but not limited to, reasonable attorneys' fees.  
 RESTOCKING FEE: 25% on all returned items  
 CREDIT CARD HANDLING FEE: 3% on any purchase over \$1000.00

**Sales Tax (7.0%)** \$0.00

**Total** \$157,614.00

**EXHIBIT  
A (2 of 2)**

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032

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

PAGE 1  
PURCHASE ORDER NUMBER  
**W10056**  
THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE.

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
8/1/2019			357422	

**VENDOR** w a jones truck equipment  
1171 S WILLIAMS DR  
COLUMBIA CITY IN 46725

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

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	TANDEM DUMP TRUCK BID NUMBER 800-16-110 QPA Yr 4	157,614.00	157,614.00
			DEPRN 02-2308-00	

**PLEASE INVOICE IN DUPLICATE**

Credit 0.00

Department	Account	Project	Project Account	AMOUNT

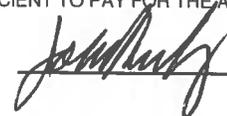
**PAYMENT** 157,614.00

**SHIPPING INSTRUCTIONS**

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

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

ORDERED BY



TITLE

CLERK-TREASURER

**DOCUMENT CONTROL NO. W10056**

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and American Structurepoint, Inc. (the "Professional"), as City Contract dated April 6, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

American Structurepoint, Inc.

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

*David A. Day*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

*DAVID A. DAY*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

*SENIOR PROJECT MANAGER*  
\_\_\_\_\_  
Title

ATTEST:

FID/TIN: *35-1127317*

Last Four of SSN if Sole Proprietor: \_\_\_\_\_

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_

Date: *4/8/2020*

## **Exhibit A**

### **I. Items Excluded**

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

## AMERICAN STRUCTUREPOINT, INC.

### MANHOOR JUSTIFICATION

PROJECT: Westfield Boulevard over Carmel Creek  
 BRIDGE FILE NUMBER: N/A  
 DES. NO.: N/A  
 LOCATION: Westfield Boulevard over Carmel Creek

Scope of Work: Update Bridge Plans for 2020 Letting, Add MOT  
 Sheets for Traffic and Pedestrians, Complete Contract Documents,  
 Assist with Bidding

Date: 5/20/2020

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Project Manager	Project Engineer	Staff Engineer	Designer	Senior Technician	Technician	
Project Research and Setup							
Field Check							
Meeting Minutes							
Title Sheet	0.5					0.5	
Index Sheet	0.5					0.5	
Maintenance of Traffic	2	2		4	16	8	
Prelim General Plans							
Level One for MOT							
QA/QC							
<b>PRELIMINARY PLAN DETAILS</b>							
Revise Plans per Markup							1
Final Title/Index Sheet							
Final Maintenance of Traffic	0.6	0.5			2		2
Final General Plans	0.5	0.5	2		2		2
Misc. Details and Pym't Markings	0.5	1			2		2
Terminal Joint Repair Details							
Final Quantity Computations	1	2	4				
Special Provisions	4	4					
Engineer's Estimate	1	1					
Bridge Summary		1					1
QA/QC	2						
<b>FINAL DETAIL PLANS</b>							
Final FC & Revise Plans per Comments	1		2				4
Update Qtys/Estimate	2		4				
Final Special Provisions	1	2					
Bid Documents	4	4					
<b>TRACING SUBMITTAL</b>							
Pre-Bid Meeting	2		4				
Construction Phase Questions	4		4				
<b>TOTAL HOURS</b>	<b>26.5</b>	<b>18</b>	<b>20</b>	<b>4</b>	<b>22</b>	<b>21</b>	
Hourly Rates	\$ 240.00	\$ 150.00	\$ 105.00	\$ 160.00	\$ 145.00	\$ 105.00	
<b>SALARY COST</b>	<b>\$ 6,360.00</b>	<b>\$ 2,700.00</b>	<b>\$ 2,100.00</b>	<b>\$ 640.00</b>	<b>\$ 3,190.00</b>	<b>\$ 2,205.00</b>	<b>\$ 17,195.00</b>
<b>DIRECT COSTS</b>							<b>\$16.80</b>
<b>TOTAL FEE</b>							<b>\$ 17,212</b>

Direct Costs	Unit Cost	Units	Cost
Mileage	\$0.56	30	\$16.80
			\$0.00
<b>Total</b>			<b>\$16.80</b>

## EXHIBIT A (2 of 4)

**AMERICAN STRUCTUREPOINT, INC.  
TRANSPORTATION GROUP  
2020-2021 STANDARD HOURLY RATES SCHEDULE**

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from July 1, 2020, to June 30, 2021 are:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$300
Project Manager	\$240
Senior Engineer	\$190
Project Engineer	\$150
*Staff Engineer	\$105
Senior Planner	\$150
Project Planner	\$135
*Staff Planner	\$75
Senior Environmental Specialist	\$200
Environmental Specialist	\$140
*Staff Scientist	\$90
Senior Designer	\$190
*Designer	\$160
*Senior Technician	\$145
*Technician	\$105
*Researcher	\$110
Senior Registered Land Surveyor	\$185
Registered Land Surveyor	\$150
Staff Land Surveyor	\$110
*Senior Survey Crew Chief	\$175
*Survey Crew Chief	\$125
*Survey Crew Member (1)	\$85
*Resident Project Representative	\$145
*Construction Inspector	\$110
*Interns and Co-ops	\$65
Landscape Architect	\$130

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

## **REIMBURSABLE EXPENSES**

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

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

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

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

# 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  
35-8000972

Page 1 of 1

PURCHASE ORDER NUMBER

**34008**

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
6/13/2016			00360562	Project 16-SW-85; Contract Date 04.06.16
VENDOR		AMERICAN STRUCTURE POINT, INC 7260 SHADELAND STATION INDIANAPOLIS, IN 46256--3957		City Engineering's Office 1 Civic Square Carmel, IN 46032- Kate Lustig
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
5620				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2016 Storm Water Bond

Account: 44-628.71

1 Each	ASA #14a - Westfield Boulevard over Carmel Creek	\$17,200.00	\$17,200.00
		Sub Total	\$17,200.00

Account: 94-650.04

1 Each	ASA 14 - Westfield Boulevard over Carmel Creek Bridge Plan Development	\$38,000.00	\$38,000.00
		Sub Total	\$38,000.00

Send Invoice To:

Jill Newport  
CrossRoad Engineers, P.C.  
3417 Sherman Drive  
Beech Grove, IN 46107  
jnewport@crossroadengineers.com

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$55,200.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY



Jeremy Kashman  
Director



James Crider  
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **34008**

This Business Associate Agreement (the “**Agreement**”), dated 05/19/2020 (same as above date), is entered into by and between City of Carmel. (“**Covered Entity**”) and Wellness IQ (the “**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”).

**Recitals**

**WHEREAS**, the purpose of this Agreement is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the “HIPAA Rules”) issued by the Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. §1320d (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C.A. prec. § 17901 (“HITECH”), enacted as part of the American Recovery and Reinvestment Act (“ARRA”); and

**WHEREAS**, Covered Entity has engaged Business Associate, via its agreement with Virgin Pulse, to perform services on its behalf;

**WHEREAS**, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations and the HITECH Standards and is permitted to use or disclose such information only in accordance with such laws and regulations;

**WHEREAS**, Business Associate may receive such information from Covered Entity or create and receive such information on behalf of Covered Entity;

**WHEREAS**, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

**1. Definitions**

1.1 **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or HITECH: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 **Specific definitions:**

- (a) **Breach.** “Breach” shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the “HIPAA Privacy Regulations”) which compromises the security or privacy of the Protected Health Information. “Breach” shall not include:
  - (i) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or
  - (ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or



- (iii) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (b) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the person/entity named above.
- (c) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the entity named above.
- (d) **Electronic Protected Health Information.** "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.
- (e) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (f) **HITECH Standards.** "HITECH Standards" shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.
- (g) **Individually Identifiable Information.** "Individually Identifiable Information" means information that is a subset of health information, including demographic information collected from an individual, and:
  - (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and
  - (ii) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
    - a. that identifies the individual; or
    - b. with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

## 2. Obligations and Activities of Business Associate

- 2.1 **Limited Use or Disclosure of PHI.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate further agrees not use or disclose Protected Health Information other than as permitted or required by the Agreement, in furtherance of the services provided by Business Associate for Covered Entity, or as required by law. Business Associate will not sell Protected Health Information and Electronic Health Records or use or disclose Protected Health Information for marketing or fundraising purposes as set forth in 42 U.S.C. § 17935(d) or 42 U.S.C. § 17936(a), respectively. The Business Associate shall secure Protected Health Information in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 CFR Part 164, subpart D, as well as any guidance issued by the Secretary that specifies secure technologies and methodologies such that Unsecured Protected Health Information is not maintained by the Business Associate.
- 2.2 **Safeguards.** The Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. The Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Rules.

Business Associate acknowledges and agrees that the administrative, physical and technical safeguards requirements of 45 CFR Sections 164.308, 164.310 and 164.312 shall apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate shall comply with the provisions of 45 CFR Part 164, Subpart C of the HIPAA Rules with respect to Electronic PHI to prevent any use or disclosure of PHI other than as permitted by this Agreement, and shall implement and maintain in written form reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Rules, in accordance with 45 CFR. Section 164.316.

### 2.3 Notice of Use, Disclosure, Security Incident or Breach

- (a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of Protected Health Information by Business Associate not provided for by the Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware without unreasonable delay, but in no case more than thirty (30) days following discovery of breach, including instances in which an agent or subcontractor has improperly used or disclosed PHI. For purposes of this Agreement, a Breach shall be treated as discovered as of the first day that the Business Associate knows of, or should reasonably have known of such Breach. Business Associate further agrees to provide the following information in such notice to Covered Entity:
- (i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
  - (ii) a description of the nature of the Breach including the types of Unsecured Protected Health Information that were involved, the date of the Breach and the date of discovery;
  - (iii) a description of the type of Unsecured Protected Health Information acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);
  - (iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;
  - (v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and
  - (vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose Unsecured Protected Health Information has been Breached and steps such Individuals should take to protect themselves.
- (b) Covered Entity will be responsible for providing notification to Individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary and the media, as required by the HITECH Standards.
- (c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
- (d) The Parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Business Associate's firewall, port

scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic Protected Health Information.

- 2.4 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this Agreement.
- 2.5 **Subcontractors.** Business Associate agrees to act in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- 2.6 **Access.** Within ten (10) business days of a request by the Covered Entity for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any Individual requests access to PHI directly from such Business Associate, the Business Associate shall notify Covered Entity and respond to the request for PHI within fifteen (15) business days. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in providing such access.
- 2.7 **Security of Electronic Protected Health Information.** Business Associate agrees to implement administrative, physical and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with Section 2.3.
- 2.8 **Minimum Necessary.** Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b) and 42 U.S.C. § 17935(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.
- 2.9 **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity, upon request of Covered Entity or an Individual, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 within thirty (30) days.
- 2.10 **Accounting.** The Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI made by Business Associate as would be required for the Covered Entity to respond to a request by an Individual made in accordance with 45 CFR 164.528. At a minimum, the accounting of disclosures shall include the following information:
- (a) Date of disclosure;
  - (b) The name of the person or entity who received the PHI, and if known, the address of such entity or person;
  - (c) A brief description of the PHI disclosed; and

- (d) A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall notify the Covered Entity and respond to the request within fifteen (15) business days. Any denials of a request for an accounting shall be the responsibility of Covered Entity. The Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this Agreement or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes; (v) for national security or intelligence purposes; (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization.

- 2.11 **Disclosure of Practices, Books and Records.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time or manner designated by the Covered Entity or Secretary, for purposes of determining compliance with the HIPAA Rules.

### 3 Permitted Uses and Disclosures by Business Associate

- 3.1 **Permitted Use and Disclosure.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules.

- (a) Business Associate may use or disclose Protected Health Information as necessary to perform and in furtherance of the services to Covered Entity, which may include use and disclosure in databases, software and aggregation services available to Business Associate.
- (b) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (c) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall disclose the minimum amount necessary to satisfy the requirement and shall make reasonable efforts to obtain assurances that confidential treatment be accorded to Protected Health Information.
- (d) Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

- 3.2 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate

### 4 Obligations of Covered Entity

- 4.1 **Notice of Privacy Practices of Covered Entity.** Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use

or disclosure of Protected Health Information.

- 4.2 **Restrictions in Use of Protected Health Information.** Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 4.3 **Changes in the Use of Protected Health Information.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- 4.4 **Permissible Requests by Covered Entity.** Except as otherwise provided in this Agreement, Covered Entity will not ask Business Associate to use or disclose Protected Health Information in any manner that would violate the HIPAA Rules or the HITECH Standard if done by Covered Entity

## 5 Term and Termination

- 5.1 **Term.** The initial term of this Agreement shall begin on the Effective Date and continue for one year from the Effective Date. Thereafter this Agreement shall continue until either party provides the other ninety (90) days written notice to terminate or on the date either party terminates for cause as authorized in Section 5.2, whichever is sooner.
- 5.2 **Termination for Cause.** Upon either Party's reasonable determination that the other Party has committed a violation or material breach of this Agreement, the non-breaching Party may take one of the following steps:
- (a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within thirty (30) days, terminate this Agreement;
  - (b) Immediately terminate this Agreement if the other Party has committed a material breach of this Agreement and cure of the material breach is not possible as acknowledged by both parties; or
  - (c) If neither cure nor termination is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HIPAA Rules.
- 5.3 **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
- (a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (b) Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
  - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- (d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3.1 which applied prior to termination; and
- (e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (f) Notwithstanding anything to the contrary herein, Covered Entity authorizes Business Associate to transmit Protected Health Information to another business associate of Covered Entity.

5.4 **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement

**6 Miscellaneous**

- 6.1 **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- 6.4 **Prior Agreement.** This Agreement shall replace and supersede any prior Business Associate Agreement between the Parties.
- 6.5 **Indemnification.** Each Party shall indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys’ fees, and all other costs, fees, expenses, and charges (collectively, “Claims”) to the extent that such Claims arise out of or were caused by the negligence or willful misconduct of the indemnifying Party or from any material breach of the Agreement by the indemnifying Party, unless such Claims arose from or were caused by the negligence or willful misconduct of the party seeking indemnification hereunder.

**Accepted and Agreed**

The parties hereby execute this Agreement to be effective as of the date first written above.

	<b>COVERED ENTITY</b>	<b>BUSINESS ASSOCIATE</b>
Company:	City of Carmel	Wellness IQ, Inc.
Representative Printed Name:	_____	Barbara Moore
Representative Title:	_____	Client Services Manager
Signature:	_____	<i>Barbara Moore</i>
Date of Signature:	_____	6/10/2020



Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

BY:

\_\_\_\_\_  
James Brainard, Presiding Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Ann Burke, Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori S. Watson, Member  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk  
Date: \_\_\_\_\_



## PERFORMANCE AGREEMENT

**APPROVED**

By Jon Oberlander at 2:43 pm, Jun 04, 2020

**This Performance Agreement** (the “Agreement”), which shall be effective as of the date it is last signed by a party hereto (the “Effective Date”), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the “City”), and Joshua Kirsh, an individual or entity authorized to do business in the State of Indiana (the “Performer”).

**1. Performance.** The Performer shall provide the following live entertainment: performing as the mascot “Spokes” (“the Performance”) as requested at various City of Carmel events. The City shall provide the Performer with the “Spokes” mascot costume.

**2. Payment.** The City agrees to compensate the Performer at a rate of Twenty Five Dollars (\$25) per hour. The Performer shall be compensated for time spent in full costume at City of Carmel events. Payment will be made by the City within 35 days of each Performance.

**3. Sales.** Neither the City nor the Performer shall sell tickets or charge admission to the Performance.

**4. Relationship.** For the purposes of this Agreement, the Performer is not, and not considered to be, an employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City’s officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer’s agents, employees, or contractors at or regarding the Performance.

**5. License.** The Performer hereby grants to the City a license (the “License”) to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

**6. Indemnity.** The Performer hereby agrees to indemnify and hold harmless the City and the City’s officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

**7. Assignment.** The Performer shall not assign this Agreement or any of its obligations hereunder.

**8. Copyright Permission.** The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City’s officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and court costs) that result from the Performer’s failure to obtain such permissions.

**10. Compliance with Law; Lawful Orders.** The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer’s performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

**11. Nondiscrimination.** The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer’s obligations under 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. Iran Certification.** Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

**13. 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 Performer hereby certifies that, to the extent the Performer has any employees, the

Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

**14. 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 the same.

**15. Miscellaneous.** The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. 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. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

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

THE CITY OF CARMEL, INDIANA,  
by and through its Board of Public Works  
and Safety ("City")

JOSHUA KIRSH  
("Performer")

By:

By:

\_\_\_\_\_  
James Brainard, Presiding Officer

\_\_\_\_\_  
Authorized Signature *Joshua A Kirsh*

Date: \_\_\_\_\_

\_\_\_\_\_  
Joshua A. Kirsh

Printed Name

\_\_\_\_\_  
Mary Ann Burke, Member

Date: \_\_\_\_\_

\_\_\_\_\_  
"Spokes"

Title

\_\_\_\_\_  
Lori S. Watson, Member

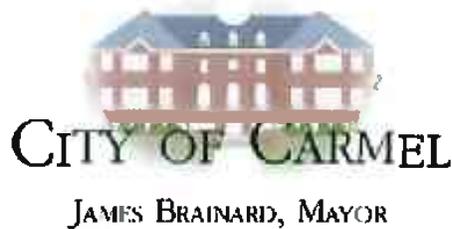
Date: \_\_\_\_\_

Date: \_\_\_\_\_ 5/29/2020

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Date: \_\_\_\_\_



June 9, 2020

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

**RE: ADDITIONAL CURB CUT REQUEST – 1693 BEAUFAIN STREET**

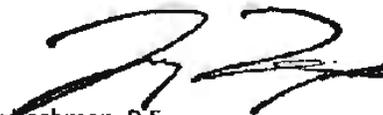
Dear Board Members:

The property owner at 1693 Beaufain St. has requested approval for an additional curb cut at the private residence. The proposed additional curb cut will create a horseshoe driveway allowing access to the front door of the home (Exhibits attached).

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).
- The portion of the proposed entrance within the right-of-way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6). The driveway shall meet the requirements of City of Carmel Standard drawing 10-21B (Residential Driveway)
- Apron within right-of-way shall not exceed maximum width indicated on the City Standard Detail.
- The aprons within the right-of-way shall be 6" minimum thickness concrete.
- 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.

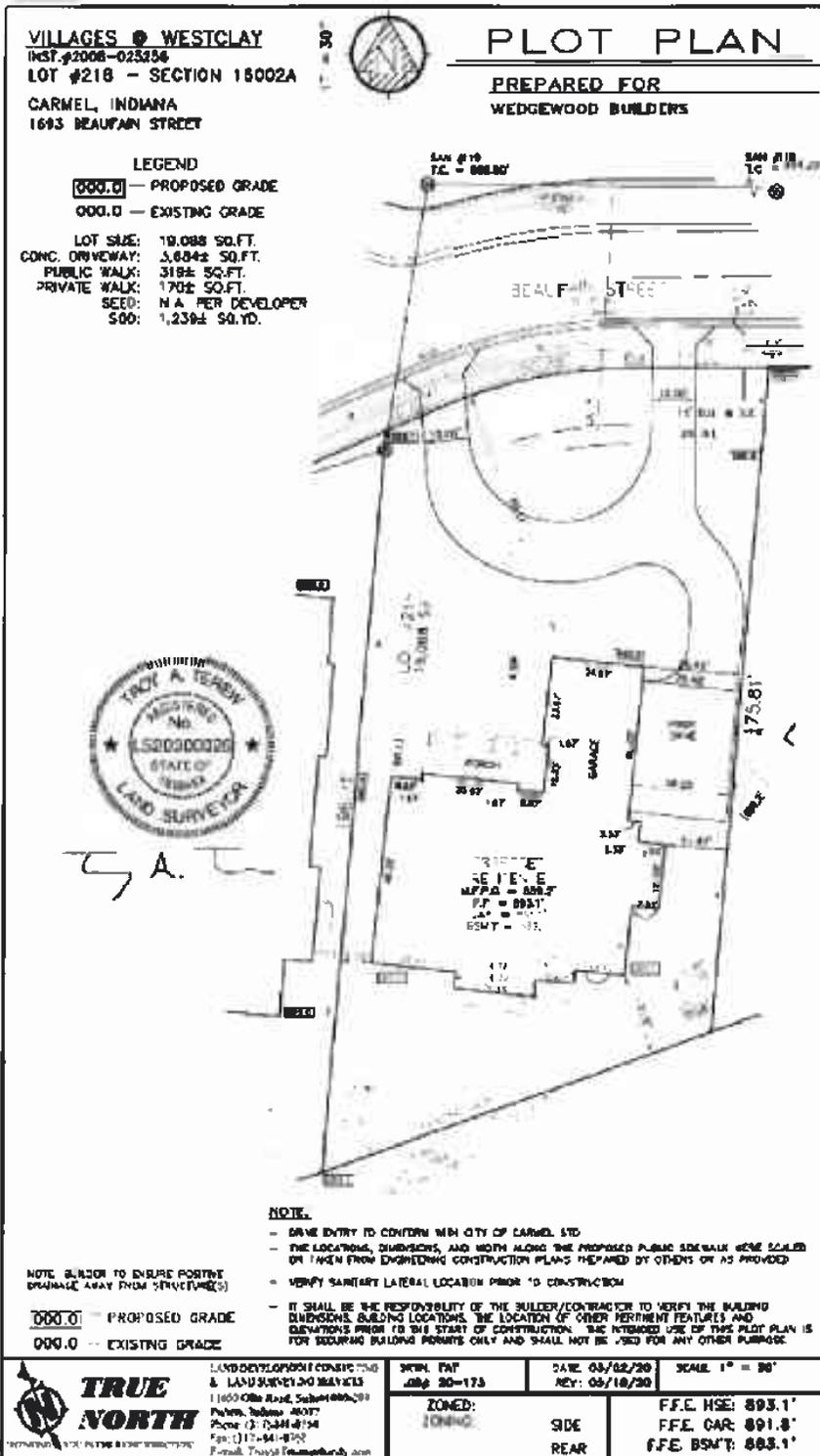
Sincerely,



Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\8PW\2019\CURB CUTS & CONST. ENTRANCES\SECOND CURB CUT- 1693 BEAUFAIN.docx

Exhibit A





Village of West Clay Lot 218

1693 Beaufain Street

Carmel, IN 46032

Dear Alex,

On behalf of our client, this letter serves to request two curb cuts (see Exhibit A) to allow for a horse-shoe driveway. The Village of West Clay ARB has approved this layout and all necessary approvals have been submitted on the building permit application. Receiving approval from Carmel Engineering will allow the building permit to be finalized and released. Thanks for your partnership.

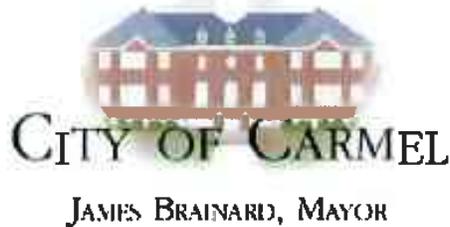
Sincerely,

*Paul Owen*

Paul Owen

Wedgewood Building Company

Operations Manager



June 8, 2020

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

**RE: LANE RESTRICTIONS – CARMEL DRIVE AND CITY CENTER**

Dear Board Members:

Ms. Stefanie Straub with CSU Inc. is requesting approval for lane restrictions for placement of new fiber optic cable in existing ducts. The project requires access to a manhole located in the truck apron of the roundabout at Carmel Drive and City Center. Restrictions are only needed to allow movement of equipment and supplies to the work area in the truck apron (exhibit attached). Work is scheduled to begin upon Board approval.

The Department of Engineering recommends that the Board approve the requested lane restrictions and open pavement cuts conditioned upon the following requirements:

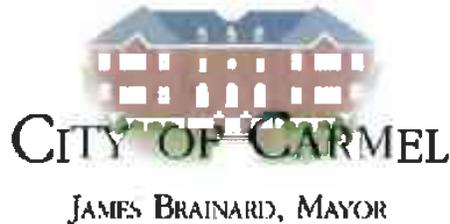
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Traffic shall be maintained at all times during the work. A minimum 10' lane shall be provided at all times within the work area
- Access to all adjoining properties shall be maintained at all times.
- Any damage to the existing improvements within any City of Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- The petitioner understands that approval by the Board is for lane restrictions and open pavement cuts only.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CLOSURES & CUTS\CSU-STREET CUT & RESTRICTIONS-CARMEL DRIVE & CITY CENTER





June 9, 2020

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

**RE: LANE AND SIDEWALK CLOSURE –328 WEST MAIN STREET**

Dear Board Members:

Ms. Kristen McAfee, Project Manager for SignCraft Industries, is requesting approval for restrictions of 2 on street parking spaces and a sidewalk closure to facilitate a business sign installation at 328 West Main Street (Exhibits attached). The work is scheduled to take place between 9am and 12pm on July 6<sup>th</sup>, 2020.

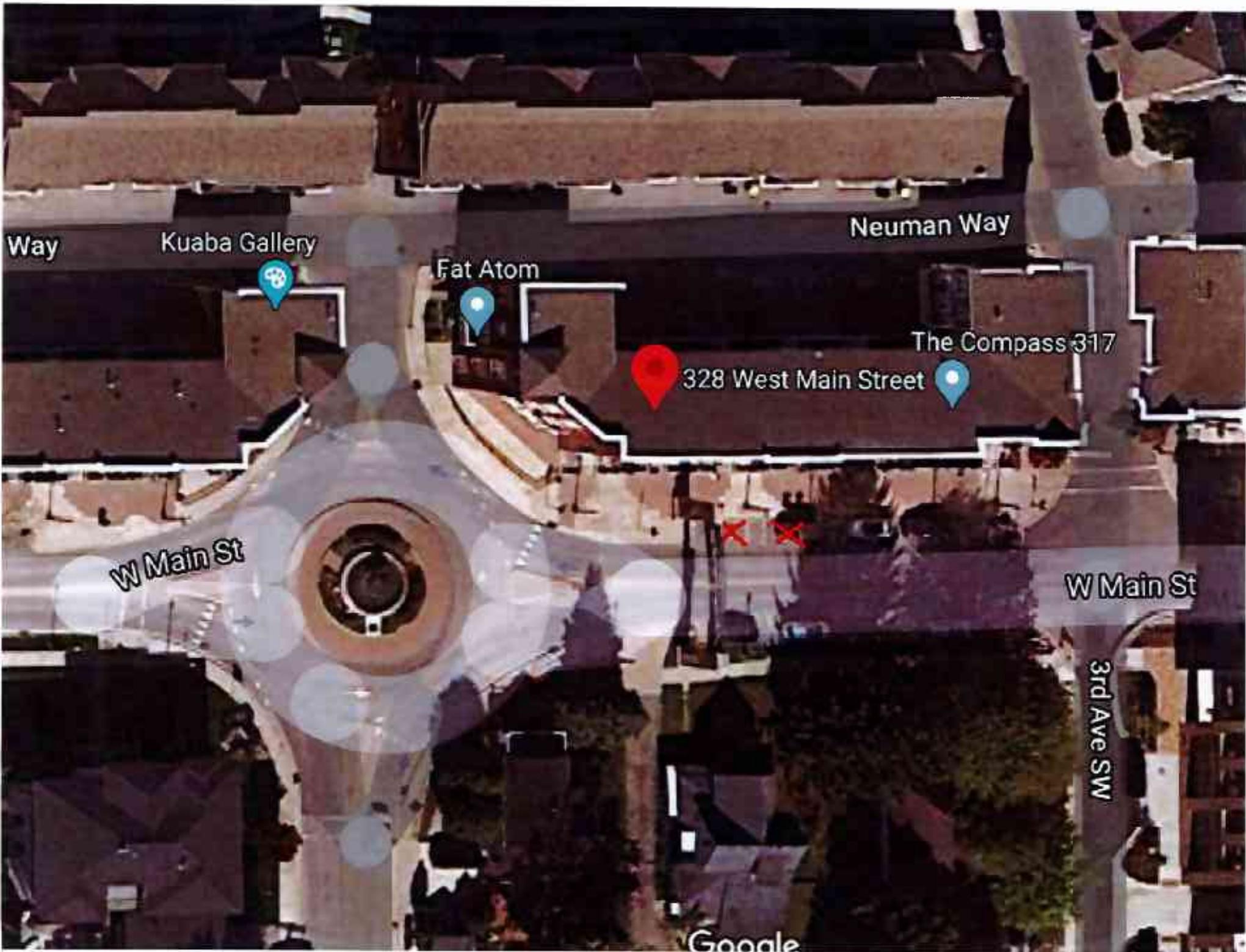
The Department of Engineering recommends that the Board approve the requested road closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work. Signage for the sidewalk closure, measuring at least 12" x 18", stating "SIDEWALK CLOSED" shall be placed prior to closure of the sidewalk.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining commercial businesses shall be maintained at all time, other than within the work danger area. All adjoining businesses shall be provided notification of proposed work 48 hours prior to commencement of work activities.
- Emergency access to adjoining properties of the work site shall remain in place at all times.
- The petitioner understands that approval by the Board is for southbound lane closure and sidewalk closure only. All other work associated with the project is to be approved by other departments of the city.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\SIGN CRAFT-ROAD & WALK CLOSURE-328 WEST MAIN STREET.docx



Way

Kuaba Gallery

Fat Atom

Neuman Way

The Compass 317

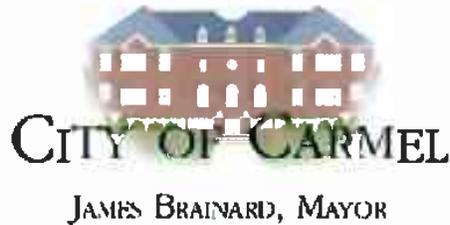
328 West Main Street

W Main St

W Main St

3rd Ave SW

Google



June 9, 2020

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

**RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – VERIZON/MCI– AERIAL CABLE**

Dear Board Members:

Verizon/MCI is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to place 766' of aerial fiber optic cable along 96<sup>th</sup> Street west of Springmill Road (exhibits attached). The proposed cable will be overlashed to existing aerial facilities and will not require installation of new utility poles. Work is scheduled to begin upon board approval.

The Department of Engineering has determined that the waiver is valid and recommends approval conditioned upon the following:

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-VERIZON-96th & SPRINGMILL.docx

DATE: 06/05/2020  
 TIME: 10:00 AM  
 PROJECT: 074663-001  
 DRAWING: 1710AIMJ.20

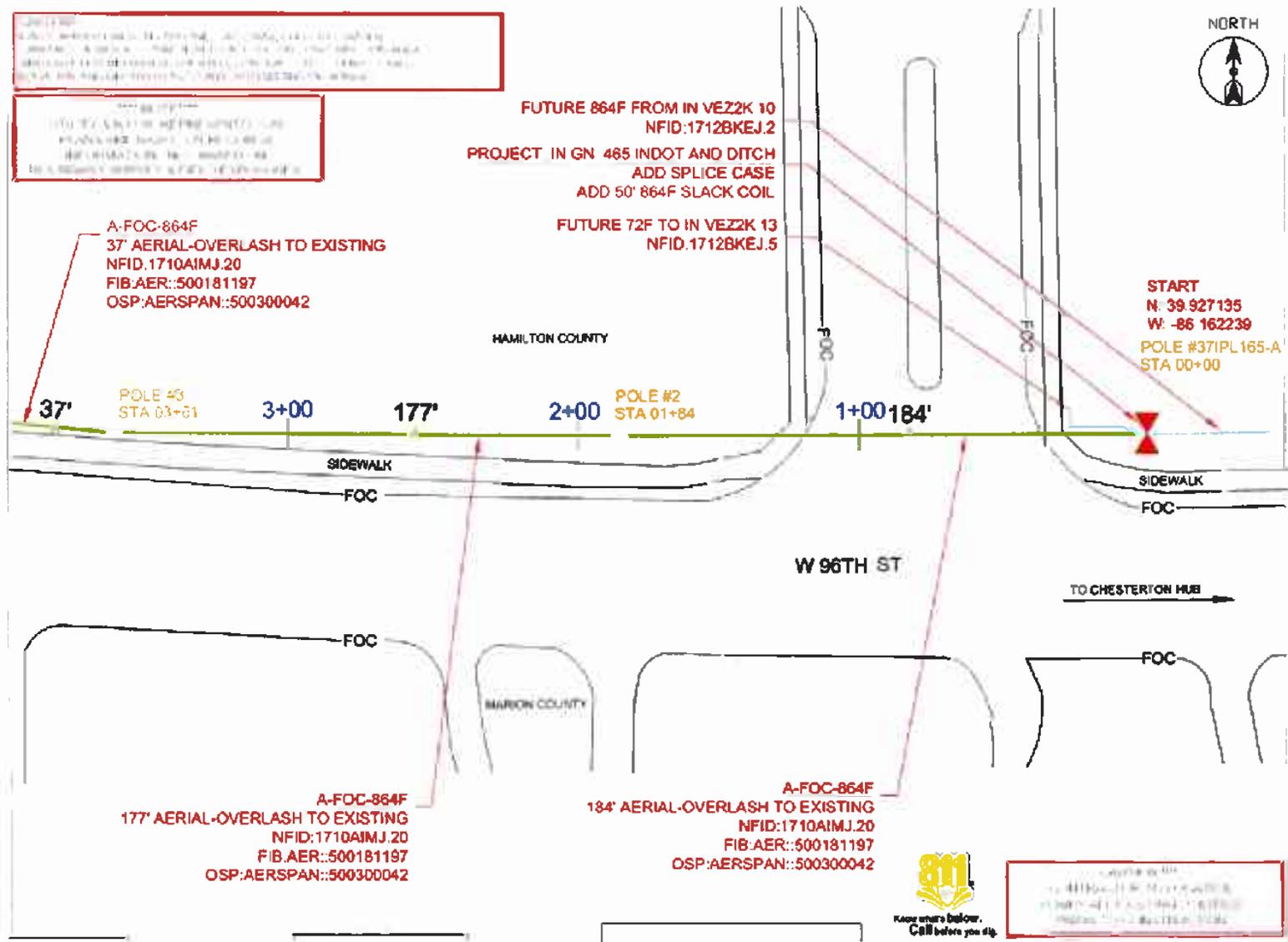
PROJECT IN GN 485 IN DOT AND DITCH  
 ADD SPLICE CASE  
 ADD 50' 864F SLACK COIL

FUTURE 864F FROM IN VEZ2K 10  
 NFID:1712BKEJ.2  
 PROJECT IN GN 485 IN DOT AND DITCH  
 ADD SPLICE CASE  
 ADD 50' 864F SLACK COIL  
 FUTURE 72F TO IN VEZ2K 13  
 NFID:1712BKEJ.5

A-FOC-864F  
 37' AERIAL-OVERLASH TO EXISTING  
 NFID:1710AIMJ.20  
 FIB:AER::500181197  
 OSP:AERSPAN::500300042

START  
 N: 39 927135  
 W: -86 162239  
 POLE #37IPL165-A  
 STA 00+00

SEE SHEET #9 TO MATCH STA. 03+98



A-FOC-864F  
 177' AERIAL-OVERLASH TO EXISTING  
 NFID:1710AIMJ.20  
 FIB:AER::500181197  
 OSP:AERSPAN::500300042

A-FOC-864F  
 184' AERIAL-OVERLASH TO EXISTING  
 NFID:1710AIMJ.20  
 FIB:AER::500181197  
 OSP:AERSPAN::500300042



DATE: 06/05/2020  
 TIME: 10:00 AM  
 PROJECT: 074663-001  
 DRAWING: 1710AIMJ.20



**MCI**

PROJECT 074663-001  
 1710AIMJ.20  
 HAMILTON CO, IN

CLASSIFICATION NO

MCI  
 ACCESS TRANSMISSION SERVICES, LLC  
 OUTSIDE PLANT CONSTRUCTION  
 TITLE FIBER OPTIC CABLE ROUTE  
 074663-001

DATE 06/05/2020  
 ENGINEER VLM  
 DRAWN BY TARD ERGG

**TARO ENGINEERING**  
 15505 STONY CREEK WAY,  
 NILES, IN, 46060

REVISIONS		
NO.	DESCRIPTION	DATE

SCALE  
 HORIZONTAL 1"=40'  
 VERTICAL 1"=40'  
 MP TO MP  
 SHEET 8 OF 2



**PHASE III DISTRIBUTION RELOCATION AGREEMENT- 69k Underground**

THIS PHASE III DISTRIBUTION RELOCATION AGREEMENT (the "Agreement") is entered into and effective this 20 day of May 2020, by and between DUKE ENERGY INDIANA, LLC ("DEI") an Indiana limited liability company, with an address of 1000 East Main Street, Plainfield, Indiana 46168, and the CITY OF CARMEL, INDIANA ("Carmel" or the "City") with an address of One Civic Square, Carmel, Indiana 46032.

**WHEREAS**, Carmel and DEI (individually, a "Party" and collectively, the "Parties") entered into a Memorandum of Understanding (MOU) (attached and incorporated herein as **Exhibit 1**) effective November 29, 2016, by which they agreed to terms under which DEI would relocate certain overhead electric transmission and distribution facilities, including poles, wires and other equipment necessary for the transmission and distribution of electricity (the "Facilities"), currently located in a transmission corridor comprised of written and prescriptive easements owned by DEI and extending, for purposes of the description of the project, from the north right of way line of 1<sup>st</sup> Street Northwest, then south to the south right of way line of East Carmel Drive (the "Easements"); and

**WHEREAS**, DEI is willing to relocate the Facilities provided that the City will (a) pay for all costs related to the relocation of the Facilities; and (b) provide exclusive underground transmission easements and non-exclusive distribution easements or suitable road right of way that the City will obtain for or grant as a replacement for the Easements; and (c) provide certain protections and assurances for any portion of the newly granted easements which are or will become public road right of way, all as more particularly described in the MOU and in this Agreement; and

**WHEREAS**, relocation for the Facilities is to be done in proposed Phases I through IV (collectively, the "Project"); and

**WHEREAS** a preliminary aerial depiction of the Project and its proposed Phases is attached as Exhibit A to the MOU; and

**WHEREAS**, the Parties desire to document their agreement with respect to the terms and conditions for the initiation and completion of the relocation of the Phase III Distribution Facilities which are more specifically depicted or described in Exhibit A-1 attached hereto (the "Phase III Distribution Facilities") in accordance with the terms of this Agreement.

**NOW THEREFORE**, IN CONSIDERATION of the mutual promises contained herein, the Parties agree as follows:

**SECTION 1- Order of Precedence.**

This Agreement shall consist of the following documents, listed in their order of priority in the event of a conflict: a) any Amendment to this Agreement signed by both Parties; b) this Agreement; c) Exhibits to this Agreement; d) the MOU and e) Exhibits to the MOU, as applicable. Any capitalized terms used in this Agreement and not defined herein shall have the meaning ascribed to such terms in the MOU.

**Section 2- Phase III Distribution Relocation Area**

The description of Phase III Distribution relocation area, as set forth in Section 3(b) of the MOU, is hereby revised as follows: Phase III Distribution Relocation is to commence on the south side of Veterans Way and the northern extents of the Facilities relocated under Phase I and will proceed underground in the City's Right of Way along the east side of Veteran's Way. The Phase III Distribution Facilities will then proceed north in a City-granted underground easement and will turn west into an existing DEI easement to tie into the existing underground line along the south side of Monon Green Boulevard at the Monon Trail. Distribution surface facilities and underground service feeds will require easements that are sufficient to meet all NESC codes and are at least 10 feet in width (5 feet on both sides of the centerline of final engineering designs), all as depicted in the attached Exhibit A-1, Exhibit A-2 and Exhibit A-3 (hereinafter, the "Phase III Distribution Relocation Area").

**Section 3- Conditions Precedent to Commencement of Phase III Distribution Relocation Area Services.**

The City agrees that the following are conditions precedent (the "Conditions Precedent") to DEI's obligation to perform the Phase III Distribution Relocation Services (as defined in Section 4 below):

- A. This Agreement has been approved by the City, through its Board of Public Works or other authorized representative; and
- B. This Agreement and the MOU serve as authorization for DEI to proceed with performing the Phase III Distribution Services in the Phase III Distribution Relocation Area; and
- C. All necessary easements and public road right of way ("ROW"), as applicable have been acquired in the Phase III Distribution Relocation Area;
- D. The City has denoted the ROW line in the Phase III Distribution Relocation Area, by staked survey at not more than 100 foot intervals with station markings;
- E. The City has trimmed/removed all vegetation away from the ROW in the Phase III Distribution Relocation Area, as reasonably determined by DEI and/or the MOU; and
- F. The City and DEI have executed this Agreement.

**Section 4- Phase III Distribution Relocation Services.**

DEI, with its regular construction or maintenance crew and personnel, at its standard schedule of wages and working hours, or by a DEI approved contractor, and at the sole expense of the City, shall relocate the Phase III Distribution Facilities to the Phase III Distribution Relocation Area as depicted on **Exhibit A-1, Exhibit A-2 and Exhibit A-3** attached to and incorporated herein, and as contemplated under the MOU (the "Phase III Distribution Relocation Services").

**Section 5- Payment by the City for Phase III Distribution Relocation Services.**

The City shall reimburse DEI for the actual costs incurred by DEI to perform the Phase III Distribution Relocation Services. The City and DEI acknowledge the preliminary estimated cost thereof is **\$681,376.81**, as shown on the attached and incorporated **Exhibit B** (the "Estimated Cost"). DEI agrees to advise the City, in writing, if costs are anticipated to exceed the Estimated Cost by more than 10%. Notwithstanding any provision to the contrary set forth herein, the City agrees to reimburse DEI for the actual costs incurred by DEI to perform the Phase III Distribution Relocation Services within forty-five (45) days after receiving DEI's itemized invoice. The itemized invoice shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as the City may reasonably deem to be necessary to support such invoice. If the actual costs incurred by DEI to perform the Phase III Distribution Relocation Services exceed the Estimated Cost, the City shall pay the amount due, up to the Estimated Costs within the timeline described above and shall submit the additional costs in excess of the Estimated Costs (the "True Up Amount") for approval by the Board of Public Works at next meeting after its receipt of DEI's invoice which include the True Up Amount and shall reimburse DEI for the True Up Amount within thirty (30) days after approval by the Board of Public Works. DEI shall have the right to submit such statements for progress payments as the Phase III Distribution Relocation Services proceed.

**Section 6- Future Relocations.**

In the event the Phase III Distribution Facilities need to be further adjusted, removed, supported, altered, and/or relocated at any time or times in the future as a result of: (a) another City highway improvement project; and/or (b) any other project of the City or other governmental entity, the City hereby agrees to also reimburse DEI for any such costs actually incurred by DEI in the future to the extent resulting from the City or governmental project. DEI shall not object to the City seeking reimbursement for such future relocation costs from such third party governmental entity or entities whose project

necessitated the Phase III Distribution Facilities to be further adjusted, removed, supported, altered, and/or relocated.

**Section 7- Non-Discrimination.**

DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

**Section 8- Indemnification.**

DEI shall indemnify and hold harmless the City from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Phase III Distribution Relocation Services (hereafter "Claim"); provided, however, that where the City is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the City.

**Section 9 -- Tax Gross Up Payments and Representation By Carmel Regarding Master Development Plan and Indemnification of DEI.**

On the following basis, DEI agrees to forego collection of tax gross-up charges from Carmel, which would be due if the reimbursements for actual costs (or any part thereof) were deemed to be contributions in aid of construction taxable to DEI:

- A. Carmel represents and warrants that the Project and all reimbursements to DEI for the Distribution Relocation Services under this Agreement are made pursuant to a "master development plan," as such term is used in Pub. Law 115-97, Section 13312(b)(2) (12/22/2017), which master development plan was approved by a governmental entity prior to December 22, 2017, and that payments to DEI made under this Agreement qualify

for the exception specified in Pub. Law 115-97, Section 13312(b)(2) (12/22/2017), which exempts the reimbursements from being deemed to be contributions in aid of construction, taxable to DEI under 26 U.S.C. Section 118(b)(2);

- B. DEI agrees to accept Carmel's representations hereunder and shall take no actions contrary to those representations or that would cause those representations to be challenged except to the extent required by applicable law or regulation; and
- C. As an inducement to DEI's agreement to forego collection of tax gross-up charges from Carmel, which would be due if the reimbursements for actual costs (or any part thereof) were deemed to be contributions in aid of construction taxable to DEI, Carmel hereby covenants and agrees to indemnify and to hold harmless DEI from and against any claim, liability, damages or loss, including any tax, penalties, or interest resulting from or arising out of or relating to DEI's reliance on the representations and warranties made by the Carmel under this Section or any finding that any representation or warranty under this Section is false or inaccurate in whole or in part.

*[Remainder of page left blank]*

In **WITNESS WHEREOF**, the Parties hereto have cause this Agreement to be executed by and through their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC



By:

(Signature)

Name: Donald A. McDuffy  
Title: Director, Asset Design

Approved and Adopted this 20 day of May 2020.

**CITY OF CARMEL, INDIANA**

**By and through its Board of Public Works and Safety**

**BY:**

**S://The Honorable James Brainard, Mayor, City of Carmel, Indiana by, Ashley M. Ulbricht, City Attorney, Carmel, Indiana.**

---

**James Brainard, Presiding Officer**

**Date: 5-21-2020**

---

**Mary Ann Burke, Member**

**Date:** \_\_\_\_\_

---

**Lori S. Watson, Member**

**Date:** \_\_\_\_\_

**ATTEST:**

---

**Sue Wolfgang, Clerk**

**Date:** \_\_\_\_\_

EXHIBIT B

ESTIMATED COST

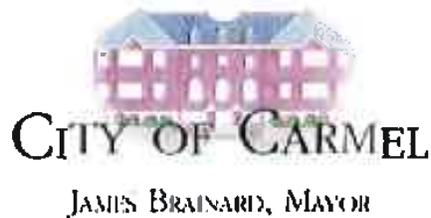
The Estimated Costs are itemized on the next page

## CU Estimate Job Cost Summary Sorted by: Site, Employee Name

Estimate Request:	2193433	Design 27511874 - A for Work Request 275118740	Request Type:	JOB
Work Site:	TD-IN			
Master WO:	27511874	City of Carmel - Phase 3 OH to UG relocation - Reimbursable		
Estimate Version:	4	Design 27511874 - A for Work Request 275118740	Estimate Type:	COSTONLY
Estimated On:	03/25/2019	At: 09:39:34 AM	By:	MAXADMIN

**Labor Hours**

	Labor Hours - On Site:	2020.34		2020.34
	Labor Hours - Off Site:	0	0	0
	<b>Total Labor Hours:</b>	<b>2020.34</b>	<b>0</b>	<b>2020.34</b>
<b>Costs</b>	Labor Cost:	176463.66	0	176463.66
	Services Cost:		94640	94640
	Tools Cost:	0	0	0
	<b>Total Labor, Services, &amp; Tools Cost:</b>	<b>176463.66</b>	<b>94640</b>	<b>271103.66</b>
	New Material Cost:	177568.87	0	177568.87
	Less Salvage:	0		0
	<b>Total Material Cost:</b>	<b>177568.87</b>	<b>0</b>	<b>177568.87</b>
	<b>Total Overheads:</b>			<b>138036.46</b>
	<b>Total Gross Cost:</b>			<b>586710.99</b>
	Less Applied Contributions:			0
	<b>Total Net Cost:</b>			<b>586710.99</b>
	Plus Total Deferred Cost:			0
	CIAC Tax Gross Up 16.135%:			94665.82
	<b>Total Estimated Cost:</b>			<b>681376.81</b>



May 22, 2020

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

**RE: FOSTERS ADDITIONS, LOTS 9-11 – REPLAT**

Dear Board Members:

Mr. Sam Milligan with Northridge Construction has requested the replat of for Fosters Addition, Lots 9 - 11, be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT

S:\shared\NEW SHARED DRIVE\BPW\2020\PLATS\FOSTERS LOTS 9-11 REPLAT.docx



JAMES BRAINARD, MAYOR

June 9, 2020

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

**RE: CARMEL HOTEL AND OFFICE- 12166 N MERIDIAN - STORMWATER TECHNICAL STANDARDS VARIANCE**

Dear Board Members:

Mr. Brad Schrage, P.E. with American Structurepoint is requesting a variance from the Stormwater Technical Standards Manual in association with the proposed Carmel Hotel and Office project located at 12166 N Meridian.

The following variances are requested:

**SECTION 501.01 STORMWATER STANDARDS – “.....there shall be no less than 2.5 feet of cover along any part of the pipe from final pavement elevation or final ground surface elevation to the top of the pipe.”**

**SECTION 501.03 STORMWATER STANDARDS – “.....a minimum drop of 0.1 foot through manholes and inlet structures should be provided.”**

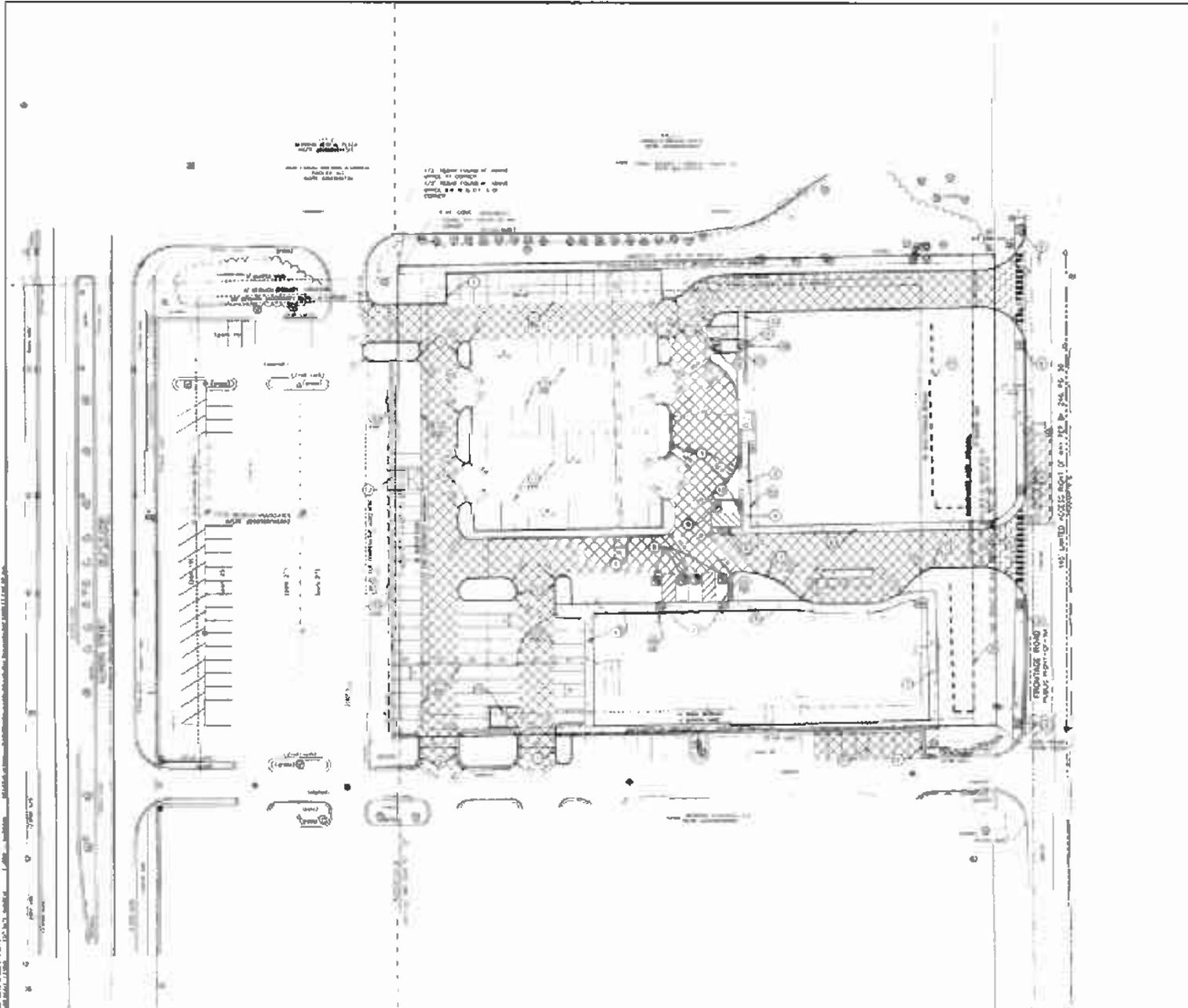
The proposed storm sewer on this site is limited by the elevations of the existing structures that will receive the stormwater from this proposed development. The proposed design, which includes eliminating the 0.1' drop in the structures, is able to maintain around 2' of cover over the pipes. This reduced cover still exceeds the pipe materials minimum allowable coverage of 1.25'.

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STORMWATER VARIANCES & EASEMENTS\LAUTH CARMEL OFFICE -SW VARIANCE.docx



**EXISTING LEGEND**

1. AIR CONDITIONING	11. SIGN
2. ASBESTOS	12. SLOPE
3. BRICK	13. TERRAZZO
4. CONCRETE	14. TYPING
5. CONCRETE ON GRAVEL	15. UNFINISHED FLOORING
6. CONCRETE ON SAND	16. UNFINISHED WALLS
7. CONCRETE ON SLAB	17. WALL
8. CONCRETE ON GRAVEL	18. WINDOW
9. CONCRETE ON SAND	19. WINDOW
10. CONCRETE ON SLAB	20. WINDOW

**SITE LEGEND**

[Hatched Pattern]	EXISTING CURB
[Hatched Pattern]	EXISTING DRIVEWAY
[Hatched Pattern]	EXISTING SIDEWALK

**SITE DATA TABLE**

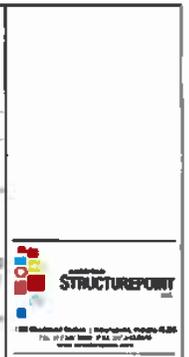
PROJECT NO.	17-0000
PROJECT NAME	CARMELO HOTEL, OFFICE AND GARAGE DEVELOPMENT
CLIENT	MR. JAMES J. CARMELO
DESIGNED BY	STRUCTUREPOINT
DATE	10/15/2013

**KEYNOTES**

1. 4" CONCRETE SLAB
2. 4" CONCRETE ON CURB & GUTTER
3. CONCRETE ON GRAVEL
4. CONCRETE ON SAND & GRAVEL
5. CONCRETE ON SAND
6. CONCRETE ON SLAB
7. CONCRETE ON SAND
8. CONCRETE ON SAND
9. CONCRETE ON SAND
10. CONCRETE ON SAND
11. CONCRETE ON SAND
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16. CONCRETE ON SAND
17. CONCRETE ON SAND
18. CONCRETE ON SAND
19. CONCRETE ON SAND
20. CONCRETE ON SAND

**GENERAL NOTES**

1. CONSULT WITH ALL AGENCIES AND AGENCIES FOR ALL PERMITS AND REGULATIONS.
2. CONSTRUCTION IS TO BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.



**CARMELO HOTEL, OFFICE AND GARAGE DEVELOPMENT**  
 12166 N. MERIDIAN ST  
 CARMELO, INDIANA

**CERTIFIED BY**

DATE: 10/15/2013  
 PROJECT PHASE:

**REVISION SCHEDULE**

NO.	DESCRIPTION	DATE

Project Number: 2017.0288

**SITE PLAN**

**C200**



AMERICAN  
**STRUCTUREPOINT**  
INC.

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

April 17, 2020

Mr. Alex Jordan  
Engineering Department  
City of Carmel  
One Civic Square  
Carmel, Indiana 46032

Re: Request for Variance,  
Lauth Carmel Office

Dear Mr. Jordan:

American Structurepoint, Inc., on behalf of our client, Lauth Group, LLC., respectfully requests the following variance from the City of Carmel Technical Standards.

We are requesting a variance from standard 501.01 which requires a minimum drop of 2.5' of cover over all storm sewer piping and structures and 501.03 which requires 0.1' drops through all storm structures. The areas where 2.5' of cover are not maintained are at a minimum cover due to the existing drainage facilities in these areas and the tie ins located at the site's western property line to the existing parking lot. The cover over these pipes is approximately 2' and the pipe material provided has a minimum allowable cover closer to 1.25' so there will be no maintenance or performance issues as current designed. Due to the minimum cover, providing a 0.1' drop would even further reduce the cover over these structures.

We appreciate your time and consideration of our request. Please call me at (317) 547-5580 if you have any questions.

Very truly yours,  
American Structurepoint, Inc.

Bradley Schrage, LEED AP  
Project Engineer