

**Board of Public Works and Safety Meeting**  
**Agenda**  
**Wednesday, July 1, 2020 – 10:00 a.m.**  
**Via Videoconference**

**MEETING CALLED TO ORDER**

**1. MINUTES**

- a. **Minutes from the June 17, 2020, Regular Meeting**

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

- a. **Bid Award for Replacement and Rehabilitation of a Bridge in Brookshire Golf Club;**  
Jeremy Kashman, City Engineer
- b. **Bid Opening for Roundabout Improvements Illinois Street & Zotec Drive;** Jeremy  
Kashman, City Engineer

**3. PERFORMANCE RELEASE APPROVAL REQUESTS**

- a. **Resolution BPW-07-01-20-01; Hyatt Place Hotel; Frontage Road ROW/Illinois Street  
ROW; Sohum Hotels Carmel**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; Lykins Contracting, Inc; (\$42,085.63);  
Division A & B West Carmel and Home Place; CO #1; John Duffy, Director of Utilities**
- b. **Request for Second Amendment to Wastewater Service Agreement; TriCo Regional  
Sewer Utility (Formerly Known as Clay Township Regional Waste District); John  
Duffy, Director of Utilities**
- c. **Request for Purchase of Goods and Services; 502 Equipment, LLC; (\$219,426.00);  
2020 Camera Van; Dave Huffman, Street Commissioner**
- d. **Request for Purchase of Goods and Services; Conference Technologies, Inc;  
(\$65,020.97); Council Chambers Upgrade; Timothy Renick, Director of Information and  
Communication Systems**
- e. **Request for Purchase of Goods and Services; CrossRoad Engineers, PC; (\$5,000.00);  
On-Call Consulting Fee; Timothy Renick, Director of Information and Communication  
Systems**
- f. **Request for Purchase of Goods and Services; MetroNet; (\$119.95 Per Month);  
Business Agreement; Timothy Renick, Director of Information and Communication  
Systems**
- g. **Request for Memorandum of Understanding; LexisNexis Coplogic Solutions, Inc;  
Chief James Barlow, Carmel Police Department**
- h. **Request for Purchase of Goods and Services; Everything Ice, Inc; (\$96,703.00);  
Tubing for Ice Rink; Dave Huffman, Street Commissioner**
- i. **Request for Purchase of Goods and Services; NetMotion; (\$72 per year, per license);  
Software Licenses; Timothy Renick, Director of Information and Communication Systems**
- j. **Request for Water Line Easement Agreement; Abby Davis and Edgar Meyer; John  
Duffy, Director of Utilities**

- k. **Request for Purchase of Goods and Services; Greenstreet Ltd, LLC; (\$71,895.00); Updating 31 Corridor;** Mike Hollibaugh, Director of the Department of Community Services

## 5. OTHER

- a. **Request for Right of Way Dedication; Alley Between Lots 13 & 14, Henry Roberts Heirs Addition to Carmel;** Rebecca McGuckin, Old Town Companies
- b. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; Homeplace Area;** Nicole Halbert, Duke Energy
- c. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; 96<sup>th</sup> & Michigan;** CSU, Inc.
- d. **Request for Open Pavement Cut; 430 1<sup>st</sup> Ave SE;** Armica Bash-Gaspar, Vectren
- e. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; Clay Center Elementary School;** John Cox, Duke Energy
- f. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; 96<sup>th</sup> Street Between College Ave and Spring Mill Road;** Verizon/MCI
- g. **Request for Lane Restriction/Open Pavement Cut; 915 Oswego Road;** Jim Gravelie, Gravelie Excavating
- h. **Request for Lane & Path Restriction/Open Pavement Cut; Primetech – 106<sup>th</sup> St, Shelborne Rd, Main St.;** Matt Shoemaker, Primetech
- i. **Request for Stormwater Technical Standards Variance; Bellevue Townhomes – 116<sup>th</sup> Street & College Ave;** Matt Maple, HWC

## 6. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**  
2 **Minutes**  
3 **Wednesday, June 17, 2020 – 10:00 a.m.**  
4 **Via Videoconference**

5  
6 **MEETING CALLED TO ORDER**

7  
8 *Board Member Burke called the meeting to order at 10:12 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 *Board Members Mary Ann Burke and Lori Watson, and Deputy Clerk Jacob Quinn were present.*

16  
17 *Mayor James Brainard was not present.*

18  
19 **MINUTES**

20  
21 *Minutes from the June 3, 2020, Regular Meeting were approved 2-0*

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

24  
25 **Bid Opening for Replacement and Rehabilitation of a Bridge in Brookshire Golf Club; Deputy**  
26 **Clerk Quinn opened the bids and read them aloud:**

<u>Contractor</u>	<u>Quote</u>
HIS Constructors, Inc	\$384,820.82
White Construction	\$355,000.00
Mammoth Construction	\$195,867.55

32  
33 **CONTRACTS**

34  
35 *Request for Purchase of Goods and Services; Sexson Mechanical Corporation; (\$2,000.00);*  
36 *Preventative Maintenance; Board Member Burke moved to approve. Board Member Watson seconded.*  
37 *Request approved 2-0.*

38  
39 *Request for Purchase of Goods and Services; Shade Trees Unlimited, Inc; (\$35,800.00); Trees; Board*  
40 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

41  
42 *Resolution BPW 06-17-20-01; A Resolution of the City of Carmel Board of Public Works and Safety*  
43 *Acknowledging Agreement Between Owner and Contractor; American Health Network of Indiana,*  
44 *LLC; (Not to Exceed \$73,900.00); Covid-19 Testing Services Agreement; Board Member Burke moved*  
45 *to approve. Board Member Watson seconded. Request approved 2-0.*

46  
47 *Request for Purchase of Goods and Services; CrossRoad Engineers, P.C.; (\$88,000.00); Monon Green*  
48 *Boulevard - Design; Additional Services Agreement #9; Board Member Burke moved to approve.*  
49 *Board Member Watson seconded. Request approved 2-0.*

50 *Request for Purchase of Goods and Services; MC Equipment, LLC; (\$157,614.00); Tandem Dump*  
51 *Truck; Board Member Burke moved to approve. Board Member Watson seconded. Request approved*  
52 *2-0.*

53  
54 *Request for Purchase of Goods and Services; American Structurepoint, Inc; (\$17,200.00); Westfield*  
55 *Boulevard Over Carmel Creek; Additional Services Agreement #14a; Board Member Burke moved to*  
56 *approve. Board Member Watson seconded. Request approved 2-0.*

57  
58 *Request for Business Associate Agreement; Wellness IQ; Board Member Burke moved to approve.*  
59 *Board Member Watson seconded. Request approved 2-0.*

60  
61 *Request for Purchase of Goods and Services; Joshua Kirsh; (\$25 Per Hour); Performance Agreement;*  
62 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

63  
64 **OTHER**

65  
66 *Request for Additional Curb Cut – Horseshoe Driveway; 1693 Beaufain Street; Board Member Burke*  
67 *moved to approve. Board Member Watson seconded. Request approved 2-0.*

68  
69 *Request for Lane Restriction; Carmel Drive/City Center; Board Member Burke moved to approve.*  
70 *Board Member Watson seconded. Request approved 2-0.*

71  
72 *Request for Lane Restriction/Sidewalk Closure; 328 West Main Street; Board Member Burke moved to*  
73 *approve. Board Member Watson seconded. Request approved 2-0.*

74  
75 *Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; 96<sup>th</sup> and Springmill Road;*  
76 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

77  
78 *Request for Ratification of Signature - Phase III Distribution Relocation Agreement; Duke Energy*  
79 *Indiana, LLC; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
80 *approved 2-0.*

81  
82 *Request for Replat; Fosters Additions, Lots 9-11; Board Member Burke moved to approve. Board*  
83 *Member Watson seconded. Request approved 2-0.*

84  
85 *Request for Stormwater Technical Standards Variance; Carmel Hotel and Office – 12166 N Meridian;*  
86 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

87  
88 **ADD-ON**

89  
90 *Board Member Burke moved to add-on request for Restricted Parking Space; Java House Coffee Bar –*  
91 *145 Elm Street; Board Member Watson seconded. Motion approved 2-0. Board Member Burke moved*  
92 *to approve. Board Member Watson seconded. Request approved 2-0.*

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94 **ADJOURNMENT**

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96 *Board Member Burke adjourned the meeting at 10:18 a.m.*  
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*Sue Wolfgang – City Clerk*

*Approved*

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

***ATTEST:***

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

To: Board of Public Works and Safety  
City of Carmel, Indiana Date: June 22, 2020  
Resolution No: BPW-07-01-20-01

From: CITY ENGINEER

Principal: **Sohum Hotels Carmel LLC**

Surety: **Platte River Insurance**

Board Members:

I have conducted final inspection at **Hyatt Place Hotel** for the following improvements:

<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Frontage Road ROW	41387948	\$51,811.20
Illinois Street ROW	41387947	\$5,202.00

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

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

<u>ITEM</u>	<u>AMOUNT</u>
ROW	\$5,701.32

APPROVED:

  
Jeremy Kashman, City Engineer

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

Signed: \_\_\_\_\_ (Presiding Officer)

\_\_\_\_\_ (Member)

\_\_\_\_\_ (Member)

Board of Public Works and Safety

*OK*

Change Order No. 1

Date of Issuance: March 27, 2020	Effective Date: <i>(Per Owner Signature)</i>
Owner: City of Carmel Utilities	Owner's Contract No.:
Contractor: Lykins Contracting, Inc.	Contractor's Project No.:
Engineer: Wessler Engineering, Inc.	Engineer's Project No.: 206518.06.001
Project: Division A & B West Carmel and Home Place	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order adds new pay items 80, 81, 82, and 83 for 6" MJ Gate Valve and Box, 1" Dual Service Line (short), 1" Dual Service Line (long), and Lateral Launch Investigation. These will be added to the Contractor's pay items for the Project per direction that was given in FTM No. 1. This change order also includes invoiced work completed by the Contractor for lateral launching by Fluid Waste (\$39,550.98) and also a 2" water service line tap for the fire station at the intersection of 108<sup>th</sup> and Bellefontaine (\$2,534.65).

Attachments: *Email and attachments from Lykins Contracting, Inc.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[Milestone date remains unchanged]</i>
Original Contract Price: \$ <u>7,995,220.00</u>	Original Contract Times: Substantial Completion: <u>570</u> Ready for Final Payment: <u>600</u> days
[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>7,995,220.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>570</u> Ready for Final Payment: <u>600</u> days
Increase of this Change Order: \$ <u>42,085.63</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ <u>8,037,305.63</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>570</u> Ready for Final Payment: <u>600</u> days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Andrew D. Gordon</i></u>	By: _____	By: <u><i>Bl. Smith</i></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager II</u>	Title: _____	Title: <u>GM - Operations</u>
Date: <u>March 27, 2020</u>	Date: _____	Date: <u>4-7-20</u>

*AM*

**Andrew Gordon**

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**From:** Bob Stindt <bstindt@lykinsinc.com>  
**Sent:** Tuesday, March 24, 2020 4:27 PM  
**To:** Monte Gardner  
**Cc:** Andrew Gordon; Jim Bode  
**Subject:** Action Items and Pay Item Pricing  
**Attachments:** Carmel Change Order LC01 Lateral Launch Unit.pdf; Carmel Change Order LC02 Inch Fire Dept Service Connection.pdf

\*\*WARNING: External email, verify sender before opening attachments or clicking on links.\*\*  
Hi Monte,

Sorry for the late offering but today has not been very cooperative with allowing time to get this over to you. Still working on revising the schedule and will have it out before I leave.

**Clarifications Needed:**

- On Sheet 25 18" Valves and their locations are still an open item. Outside of what correspondence has already been shared, per Jeff Carpenter, Steve does not want all of these 18" valves. Location of them needs to be directed as well. On Sheet 26 on this same line it currently shows making a connection to the work on Central that we have been told is now deleted. Does this connection still get installed or is it deleted as well? Please provide this info right away as this work will be starting next week.
- On Sheet 30 at the intersection of Ruckle and Vista Drive there is an obstruction of an 18" steel line. Direction needs to be given on what to do in this area to complete this work.

**Pay Item Additions to be established:**

- See attached support paperwork for lateral launch work provided this far. Based on this info and using standard mark ups I propose that we establish a new Pay Item for Lateral Launch per each at the price of \$288.00. This will allow each of these to be submitted each month like any other pay item.
- See attached support paperwork for added 2" tap for Fire House at the intersection of Bellfountaine and 108<sup>th</sup> Street.
- Establish Pay Item for 1" Dual Service for Carmel and Citizens.  
Short: \$1,570.00/EA  
Long: \$2,330.00/EA
- Establish Pay Item for 6" MJ Valve w/Box: \$1,185/EA

Please contact me with any questions.

Thanks,

Bob Stindt  
GM – Operations



12783 N State Road 101  
Sunman, IN 47041  
Office: 812-623-2244  
Fax: 812-623-4258

*BS*















**SECOND AMENDMENT TO  
WASTEWATER SERVICE AGREEMENT**

The City of Carmel, Indiana (“City”), by and through its Board of Public Works and Safety, and TriCo Regional Sewer Utility, formerly known as the Clay Township Regional Waste District (the “District”), by and through its Board of Trustees, enter into this Second Amendment to Wastewater Service Agreement (the “Amendment”) as follows:

**WHEREAS**, on or about October 18, 2010, Carmel and the District entered into a Wastewater Service Agreement (the “Agreement”) concerning Carmel’s treatment of wastewater, liquid waste, and sewage from the District; and

**WHEREAS**, Carmel and the District entered into an Amendment to the Agreement on or about March 12, 2012. This First Amendment and the original 2020 Agreement hereafter shall be referred to collectively as the “Agreement”: and

**WHEREAS**, in accordance with the Agreement, the District owns and operates a wastewater collection system (the “District’s Collection System”) serving throughout the District’s territorial boundaries and transports a portion of the wastewater collected to Carmel for treatment; and

**WHEREAS**, Carmel owns and operates a wastewater collection and treatment system (the “Carmel System”) serving areas in and around the corporate limits of Carmel; and

**WHEREAS**, for the purposes of the treatment service provided by Carmel to the District pursuant to the Agreement a portion of the District’s Collection System is connected to the Carmel system; and

**WHEREAS**, subsequent to the parties entering into the Agreement, Carmel has commenced construction of a facility’s upgrade and expansion. The upgrade was necessitated as a part of the new NPDES permit issued to Carmel that became effective on December 1, 2018

and required Carmel to make operational improvements to their facility. Carmel's improvements include phosphorous upgrades.

**WHEREAS**, Carmel has proposed that the cost of the phosphorous upgrades be shared between Carmel, Citizens Westfield, and TriCo based upon the capacity allocation of Carmel's treatment facility; and

**WHEREFORE**, TriCo's portion of the phosphorous upgrades in the total amount of \$3,249,000.00 is \$714,780.00 based upon TriCo's allocated plant capacity of 3.08 MGD at Carmel's 14 MGD facility.

**WHEREAS**, Carmel and the District have reached an agreement as to the payment from the District to Carmel for the District's share of the phosphorous upgrades. Now, the parties agree as follows:

1. This Amendment does not alter or otherwise change the Agreement of the parties or the First Amendment and except as otherwise set forth specifically herein all other provisions of the Agreement and First Amendment remain in full force and effect.
2. TriCo's share of the phosphorous upgrades are in the total amount of \$714,780.00.
3. TriCo's share shall be paid in monthly payments based upon Carmel's twenty (20) year loan term.
4. The monthly payments by TriCo to Carmel will be made as follows:
  - a. Monthly Debt Payment for 19 years \$3,702
  - b. Debt Reserved Payment for 5 years \$ 757
  - c. TriCo's Monthly Share of Phosphorous Removal Project Cost Years 1-5 \$4,458
  - d. Years 6-19 \$3,708

5. Carmel agrees that any and all remaining costs and expenses for the upgrade operational improvements capacity expansion and other project costs shall be the sole responsibility of Carmel.
6. Once again, and as set forth in the Agreement, the District and Carmel agree that any future anticipated construction work to be performed or contracted by Carmel with Carmel's expectation of participation by the District or reimbursement from the District must be first approved in writing by the District prior to contracting for the same and prior to construction.
7. This Amendment may be executed in several counterparts, each of which shall be considered an original.

**IN WITNESS WHEREOF**, the District has caused this Amendment to be signed in its name by the Board of Trustees and attested by the Secretary and Carmel has caused this Amendment to the Wastewater Service Agreement to be signed in its name by its Board of Public Works and Safety and attested by the Clerk of the City of Carmel.

**AGREED** to this \_\_\_\_ day of \_\_\_\_\_, 2020.  
 CITY OF CARMEL, INDIANA  
 BY ITS BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_, Presiding Officer  
 Date: \_\_\_\_\_

\_\_\_\_\_, Member  
 Date: \_\_\_\_\_

\_\_\_\_\_, Member  
 Date: \_\_\_\_\_

ATTEST:

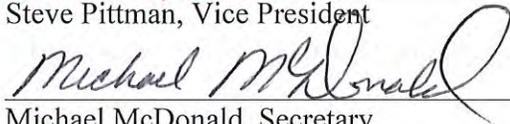
AGREED to this 15 day of JUNE, 2020.  
TRICO REGIONAL SEWER UTILITY



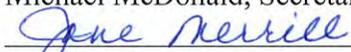
Carl Mills, President



Steve Pittman, Vice President



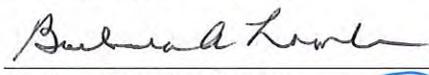
Michael McDonald, Secretary



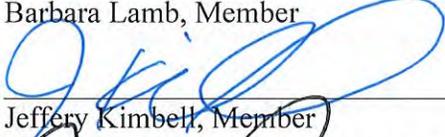
Jane Merrill, Treasurer



Eric Hand, Member



Barbara Lamb, Member



Jeffery Kimbell, Member

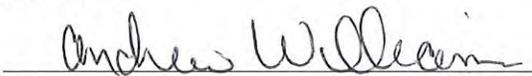


Charles Ryerson, Member



Jeff Hill, Member

ATTEST:



Director

Date: June 16, 2020

## **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 502 Equipment, LLC, an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 44-670.00 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 Hundred Nineteen Thousand Four Hundred Twenty Six Dollars (\$219,426.00) (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 Street Department 3400 W. 131 <sup>st</sup> Street Carmel, Indiana 46074	<u>AND</u>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	--	------------	--

If to Vendor: 502 Equipment, LLC  
PO Box 7304  
Louisville, KY 40257

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

502 Equipment, LLC

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

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

FID/TIN: \_\_\_\_\_

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

ATTEST:

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

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

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

**BID TOTAL FOR 2020 Camera Van**

	<b>TOTAL</b>
<b>2020 Camera Van</b>	\$ 219,426. <sup>00</sup>

Company Name 502 Equipment

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

**EXHIBIT  
A (1 of 5)**

## 2020 Camera Van Specifications

\* These specifications represent the minimum standards for the vehicle and camera system. Any vehicle or system equal to or greater than these specifications will be considered.\*

### ✓ **Ford Transit**

Ford Transit T350 Cargo Van

### ✓ **Van Buildout**

- ✓ PREMIUM PACKAGE INSTALLATION INTO CARGO VAN - Non Slip Flooring
- ✓ - Kemlite Covered & Insulated Walls & Ceiling
- ✓ - Interior Partition Wall W/Observation Window
- ✓ - 62"x11" Utility Shelf Mounted On Partition Wall - Control Room Counter Top Workstation
- ✓ - Rack Mount Storage Drawers (3)
- ✓ - Control Room LED Ceiling Mounted Light
- ✓ - 110V Electrical Receptacle Outlets (2) W/USB - Printer/ Scanner
- ✓ - 34" PBP Monitor
- ✓ - Worksite Viewing Monitor
- ✓ REAR WORK AREA:
- ✓ - LED Ceiling Mounted Lights (2)
- ✓ - 110V Electrical Receptacle Outlets (4). (1) W/USB
- ✓ - 41"x18" 9 Drawer Tool Box- Curbside
- ✓ - 84"x19" Working Counter Top - Curbside
- ✓ - 42"x17" Storage Shelf Suspended Over Wheel Well- Curbside - 45"x25"
- ✓ Cabinet/Counter Holds Inverter, Batteries - Street side - 10 Gallon Wash Down
- ✓ Tank w/Pump & 25' Retractable Reel
- ✓ - 32"x22"x36" Reel Rack W/ 2 Compartment Drawer & Slide Tray
- ✓ - (4) 6' Fiberglass Poles With Camera Hook
- ✓ - Sanitary Station- Sanitizer, Towel & Rubber Glove Holder
- ✓ - Rear Flood Light (1)
- ✓ - Backup Camera for Worksite. Tied To Control Room Monitor - 32" TV for Inspection Viewing- Mounted
- ✓ - LED Directional signals Sub-Roofline Mounted
- ✓ - 14 LED Strobes on Chassis
- ✓ - 3000 Watt Go-Power Inverter
- ✓ - 30 Amp Converter Charger w/Shore Power Plug & Cord
- ✓ **Van Control Unit**
- ✓ **Truck Mounted Cable Link Box**
- ✓ **Pressurization Kit**
- ✓ **CRP140 Crawler**
- ✓ Crawler for 6" - 24" Pipe, Built in Automatic Elevator
- ✓ Crawler must have a built in and permanent, automatic elevator.

**EXHIBIT  
A (2 of 5)**

- ✓ **CAM 028 Pan, Tilt, Zoom, Laser Measurement**
- ✓ **ACR500 1640' Fully Automatic Reel (Includes Cable, Joystick Controller, Roller)**
- ✓ Cable reel must be fully automatic, non-portable.
- ✓ **115MM Rubber Wheel (4)**
- ✓ **140MM Rubber Wheel (4)**
- ✓ **High Grip 115 MM Wheel (4)**
- ✓ **High Grip 140 MM Wheel (4)**
- ✓ **High Grip 90MM Wheel (4)**
- ✓ **Carbide 90 MM Wheel (4)**
- ✓ **Carbide 115 MM Wheel (2)**
- ✓ **Carbide 140 MM Wheel (2)**
- ✓ **Auxiliary Light w/ Backeye Camera**
- ✓ **Cam Top Manhole Roller**
- ✓ **Lower Manhole Roller**
- ✓ **Weight Plate**
- ✓ **Rycom Snaptrack Locator (1)**
- ✓ **Rackmount Computer** Rackmount computer - Intel Core i7 processor, 16GB RAM,
- ✓ **256GB SSD drive for Operating system and programs, 1TB HDD**
- ✓ for data storage, auto power on, Windows 10Pro Operating system, keyboard and mouse.
- ✓ **Cradle for Large Diameter Pipe**
- ✓ Cradle for crawler that allows inspections 24" and up
- ✓ **Cradle Balloon Tires**
- ✓ **PipeLogix Reporting Software**

END OF SPECIFICATIONS

<p><b>EXHIBIT A (3 of 5)</b></p>
--------------------------------------

**502 EQUIPMENT, LLC**

PO Box 7304

Louisville, KY 40257

502-536-9125

info@502equipment.com



**ADDRESS**

City of Carmel Street Department  
3562 W 131st Street  
Carmel, Indiana 46032

**SHIP TO**

City of Carmel Street Department  
3562 W 131st Street  
Carmel, Indiana 46032

**QUOTE 5165**

**DATE 04/13/2020**

**ACTIVITY**

**QTY**

**RATE**

**AMOUNT**

**Ford Transit**

Ford Transit T350 Cargo Van, Raised Roof

1 46,000.00 46,000.00

**Van Buildout**

PREMIUM PACKAGE INSTALLATION INTO CARGO VAN - Non Slip Flooring

- Kernlite Covered & Insulated Walls & Ceiling
- Interior Partition Wall W/Observation Window
- 62"x11" Utility Shelf Mounted On Partition Wall - Control Room Counter Top Workstation
- Rack Mount Storage Drawers (3)
- Control Room LED Ceiling Mounted Light
- 110V Electrical Receptacle Outlets (2) W/USB - Printer/ Scanner
- 34" PBP Monitor
- Worksite Viewing Monitor

1 34,000.00 34,000.00

**REAR WORK AREA:**

- LED Ceiling Mounted Lights (2)
- 110V Electrical Receptacle Outlets (4). (1) W/USB
- 41"x18" 9 Drawer Tool Box- Curbside
- 84"x19" Working Counter Top - Curbside
- 42"x17" Storage Shelf Suspended Over Wheel Well- Curbside - 45"x25" Cabinet/Counter Holds Inverter, Batteries - Streetside - 10 Gallon Wash Down Tank w/Pump & 25' Retractable Reel
- 32"x22"x36" Reel Rack W/ 2 Compartment Drawer & Slide Tray
- (4) 6' Fiberglass Poles With Camera Hook
- Sanitary Station- Sanitizer, Towel & Rubber Glove Holder
- Rear Flood Light (1)
- Backup Camera for Worksite. Tied To Control Room Monitor - 32" TV for Inspection Viewing- Mounted
- LED Directional signals Sub-Roofline Mounted
- 14 LED Strobes on Chassis
- 3000 Watt Go-Power Inverter
- 30 Amp Converter Charger w/Shore Power Plug & Cord

**Van Control Unit**

1 15,780.00 15,780.00

ACTIVITY	QTY	RATE	AMOUNT
Truck Mounted Cable Link Box	1	658.00	658.00
Pressurization Kit	1	750.00	750.00
CRP140 Crawler Crawler for 6" - 24" Pipe, Built in Automatic Elevator	1	19,652.00	19,652.00
CAM 028 Pan, Tilt, Zoom, Lasert Measurement	1	17,858.00	17,858.00
ACR500 1640' Fully Automatic Reel (Includes Cable, Joystick Controller, Roller)	1	41,239.00	41,239.00
115MM Rubber Wheel	4	232.00	928.00
140MM Rubber Wheel	4	253.00	1,012.00
High Grip 115 MM Wheel	4	290.00	1,160.00
High Grip 140 MM Wheel	4	342.00	1,368.00
High Grip 90MM Wheel	4	253.00	1,012.00
Carbide 90 MM Wheel	4	403.00	1,612.00
Carbide 115 MM Wheel	2	461.00	922.00
Carbide 140 MM Wheel	2	511.00	1,022.00
Auxillary Light w/ Backeye Camera	1	2,683.00	2,683.00
Cam Top Manhole Roller	1	658.00	658.00
Lower Manhole Roller	1	658.00	658.00
Weight Plate	1	432.00	432.00
Rycom Snaptrack Locator	1	1,800.00	1,800.00
Rackmount Computer 1U Rackmount computer - Intel Core i7 processor, 16GB RAM, 1 2,900.00 2,900.00T 256GB SSD drive for Operating system and programs, 1TB HDD for data storage, auto power on, Windows 10Pro Operating system, keyboard and mouse.	1	2,900.00	2,900.00
Cradle for Large Diameter Pipe Cradle for crawler that allows inspections 24" and uo	1	8,942.00	8,942.00
Cradle Balloon Tires	1	1,380.00	1,380.00
PipeLogix Reporting Software	1	15,000.00	15,000.00

THIS QUOTE DOES NOT REFLECT FINAL SHIPPING COST.  
FINAL SHIPPING COST WILL BE ADDED TO THE FINAL  
INVOICE ONCE THE ORDER HAS BEEN SHIPPED.

**TOTAL \$219,426.00**

Accepted By

Accepted Date

**EXHIBIT B  
Invoice**

Date: 6-11-20

Name of Company: 502 Equipment

Address & Zip: PO Box 7304, Louisville Ky 40257

Telephone No.: 502-536-9125

Fax No.:

Project Name: \_\_\_\_\_

Invoice No. 2496

Purchase Order No: 104006

Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Goods	Services	Total
			Cost Per Item	Hourly Rate/ Hours Worked	
502 Equipment JC Spalding	6-11-20	Pipe Inspection Camera Van			
		GRAND TOTAL			

\$219,426

  
\_\_\_\_\_  
Signature

JC Spalding  
\_\_\_\_\_  
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

JC Spalding, 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:

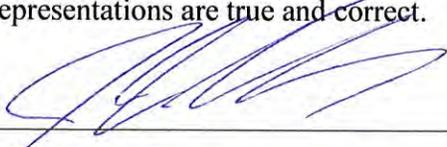
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by 502 Equipment (the "Employer") in the position of Owner.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed: \_\_\_\_\_

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

  
\_\_\_\_\_  
Printed: JC Spalding

# 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

**104006**

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
5/21/2020			373447	2020 Camera Van

**502 EQUIPMENT LLC**  
VENDOR **PO BOX 7304**

**LOUISVILLE, KY 40257 -**

**Street Department**

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

**(317) 733-2001**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46830				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **1206** Fund: **0** Capital Lease Fund

Account: **44-670.00**

1 Each

2020 Camera Van

**\$219,426.00**

**\$219,426.00**

Sub Total

**\$219,426.00**



Send Invoice To:  
**Street Department**

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

**PLEASE INVOICE IN DUPLICATE**

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

**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**

**\$219,426.00**

\* 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

*David Huffman*

Dave Huffman  
Director

TITLE

*James Crider*

James Crider  
Director of Administration

CONTROL NO. **104006**

CONTROLLER

## **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 Conference Technologies, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-421.00, 43-509.00, 43-515.01 and 44-632.01 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Sixty Five Thousand Twenty Dollars and Ninety Seven Cents (\$65,020.97) (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 Information Systems Department 31 1 <sup>st</sup> Avenue NW Carmel, Indiana 46032	<b>AND</b>	Douglas C. Haney, Corporation Counsel Department of Law One Civic Square Carmel, Indiana 46032
-------------	---	------------	--

If to Vendor: Conference Technologies, Inc.  
11653 Adie Road  
Maryland Heights, Missouri 63043

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

Conference Technologies, Inc.

by and through its Board of Public  
Works and Safety

By:

By:

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

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

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

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

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

\_\_\_\_\_  
Title

FID/TIN: \_\_\_\_\_

ATTEST:

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

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

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

# Scope of Work

**Proposal Number:** J20240024

**Proposal Date:** 6/8/2020

**Prepared for:** City of Carmel

**Attn:** Todd Luckoski

**Phone:** 317-571-2400

**Email:** tluckoski@carmel.in.gov

**Prepared by:** Mark Fox

**Phone:** 317-762-0481

**Email:** MFox@conferencetech.com

**Bill to:** City of Carmel

Carmel City Hall  
One Civic Square  
Carmel, Indiana, 46032

**Ship to:** City of Carmel

Carmel City Hall  
One Civic Square  
Carmel, Indiana, 46032

## Council Chambers System Upgrade -

### Ross LCS Video Production System:

CTI to integrate near and far end video and content of new UC Video/Audio Microsoft Teams Conferencing System with the City of Carmel's existing Ross LCS Production System. Providing the ability to show video and content both in the Council Chambers and to the far end of the UC Video/Audio Conferencing System and provide video and content with the Program Feed. Update Kramer wireless Presentation gear.

**Note – Ross Video System Upgrades quoted are required to allow optimal integration with the City of Carmel's existing Ross Video LCS Production System.**

### Display System:

CTI to install 55" Display at rear of Council Chambers as a Program Confidence monitor for Council Members to visually confirm Broadcast of Meeting.

### Audio System:

CTI to integrate audio of the UC Video/Audio Microsoft Teams Conferencing System with the owners existing Audio System. This will allow all mics in the Council Chambers to be heard by the far end as well as allowing people in the Council Chambers to hear people from the far end of the UC Video/Audio Microsoft Teams Conferencing System.

### Control System:

CTI to Update Owners AMX Program – Adding control of audio level and muting of the UC Video/Audio Conferencing System. Update Existing Televic/System PC from Windows 7 OS to Windows 10 Pro OS

**Rack System:**

CTI to install new equipment in new 21RU rack with dedicated UPS, to be located by and near owners existing 44RU system rack.

**System Training:**

Upon installation completion.

# Timeframe

To complete the work outlined in the project scope, we will need approximately 6 weeks from proposal acceptance. A project manager will be assigned to communicate with you at critical milestones. Upon notice to proceed, we will begin your project plan immediately.

Phase	Week
Notice to Proceed & Project Kickoff	1
Engineering	2
Procurement	3-4
Programming & Rack Fabrication	5
Onsite Installation	6
Commissioning & Training	7

# Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

## Proposal Summary

Description	Price
Equipment	\$32,431.65
Implementation Services	\$13,576.55
Freight	\$798.38
Subtotal	\$46,806.58
Tax	\$0.00
<b>Grand Total</b>	<b>\$46,806.58</b>

## Recommended

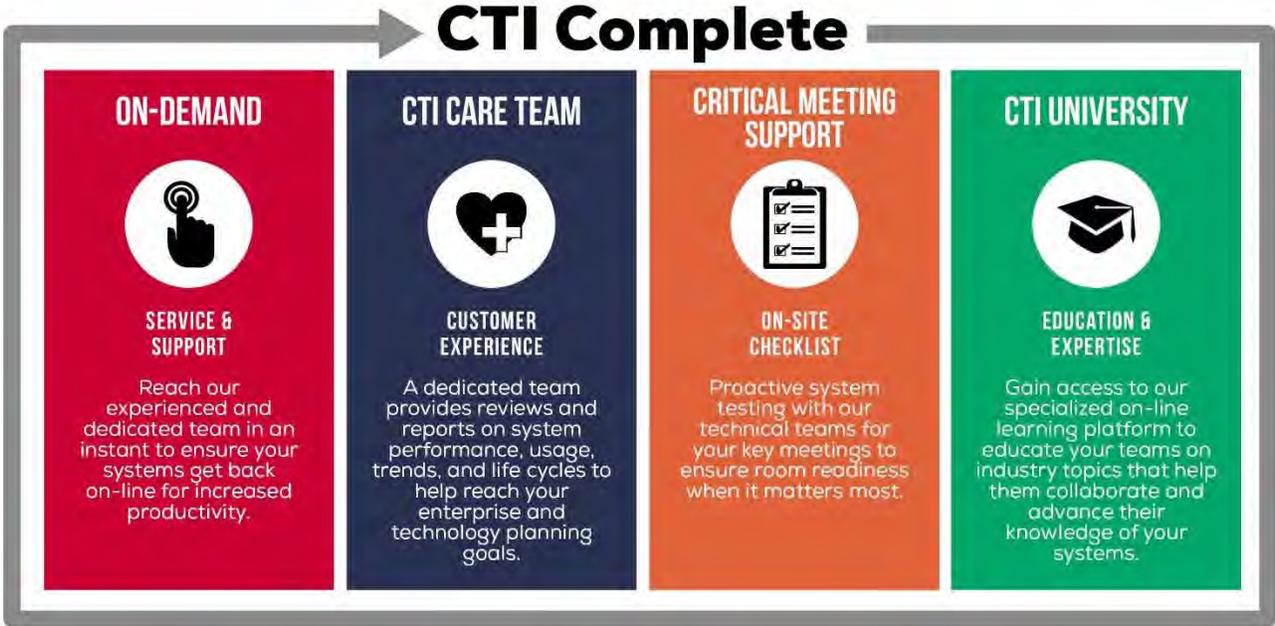
Description	Price
2 Additional Years CTI Complete Service Agreement	\$3,971.21
4 Additional Years CTI Complete Service Agreement	\$7,942.42

## Down Payment Requirements

Terms are with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 2.5% fee.

# Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



# Bill of Materials

## Council Chambers UC Upgrade Rev4

Manufacturer	Description	Qty	Unit Price	Ext. Price	
<b>Display Systems Equipment: \$958.00</b>					
1	Samsung	55"	1	\$442.35	\$442.35
2	AJA	HD/SD SDI to HDMI, includes 1 meter HDMI cable	1	\$304.41	\$304.41
3	Chief	Micro-Adjust Tilt Wall Mount Large	1	\$211.24	\$211.24
<b>Video Systems Equipment: \$12,096.23</b>					
4	Crestron	Crestron Flex UC Video Conference System Integrator Kit for Microsoft Teams Software	1	\$3,647.06	\$3,647.06
5	Extron	MediaPort 200 HDMI and Audio to USB Scaling Bridge	1	\$1,994.12	\$1,994.12
6	Extron	DSC 3G-HD A 3G-SDI to HDMI Scaler with Audio Embedding	2	\$1,052.94	\$2,105.88
7	Extron	DSC HD-3G A HDMI to 3G-SDI Scaler with Audio Embedding	2	\$1,052.94	\$2,105.88
8	Kramer	VIA-CONNECT-PLUS	1	\$768.39	\$768.39
9	Kramer	VIACAST	1	\$91.59	\$91.59
10	BenQ	Wireless, BLACK, 1920x1080,,,	1	\$1,100.00	\$1,100.00
11	Ross Video	Analog Video Utility Distribution Amplifier with 20-Slot frame Rear Module, R2-8705	1	\$283.31	\$283.31
<b>Control Systems Equipment: \$1,978.87</b>					
12	Ross Video	Ross Video Off-site Commissioning, 1 Day	2	\$878.33	\$1,756.66
13	Microsoft	Microsoft Windows 10 Pro   USB Flash Drive	1	\$222.21	\$222.21
<b>Rack Accessories and Furniture: \$1,932.41</b>					
14	Middle Atlantic	21SP/25D STANDALONE RACK	1	\$446.93	\$446.93
15	Middle Atlantic	CASTER BASE FOR ERK 25DP	1	\$139.05	\$139.05
16	Extron	HRB 109 Basic Rack Shelf	3	\$29.41	\$88.23
17	Middle Atlantic	2SP VENTED UTILITY SHELF	1	\$42.34	\$42.34
18	Middle Atlantic	9OUT15ARCKMNT POWER CEN	3	\$86.77	\$260.31

**EXHIBIT  
A (5 of 15)**

19	Middle Atlantic	1000VA/750W UPS W/NIC	1	\$955.55	\$955.55
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# Bill of Materials

## ROSS LCS UPGRADE / SUPPORT RENEWAL -

Manufacturer		Description	Qty	Unit Price	Ext. Price
<b>General: \$9,303.64</b>					
1	Ross Video	Extended warranty for DashBoard Turnkey Client, (Unit Price = 1 Year Term Rate)	2	\$248.24	\$496.48
2	Ross Video	DashBoard Multimedia ViewControl Warranty and Maintenance, (Unit Price = 1 Year Term Rate)	2	\$486.82	\$973.64
3	Ross Video	Annual Update Fee, (Unit Price = 1 Year Term Rate)	2	\$2,414.77	\$4,829.54
4	Ross Video	Annual Maintenance for DB-PTZ-001, (Unit Price = 1 Year Term Rate)	2	\$1,501.99	\$3,003.98

# Bill of Materials

## ROSS XPRESSION UPGRADE / SUPPORT RENEWAL -

Manufacturer		Description	Qty	Unit Price	Ext. Price
<b>General: \$6,162.50</b>					
1	Ross Video	XPression Designer (SW Only) Maintenance, (Unit Price = 1 Year Term Rate)	2	\$289.77	\$579.54
2	Ross Video	DataLinq Server Option - SW Maintenance, (Unit Price = 1 Year Term Rate)	2	\$569.89	\$1,139.78
3	Ross Video	XPression Studio Single Channel - Software Maintenance (SW Only), (Unit Price = 1 Year Term Rate)	2	\$2,221.59	\$4,443.18

**EXHIBIT  
A (6 of 15)**

# Standard Disclaimer

Conference Technologies, Inc. provides for twelve (12) months of **CTI Complete** on all system purchases. Conference Technologies, Inc. warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

## Terms

### Installation Description and Requirements

Provided by Conference Technologies, Inc.: If installation is purchased, Conference Technologies, Inc. will install all A/V components. Conference Technologies, Inc. will also perform all programming, alignments, and end-user training. Conference Technologies, Inc. will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

### Provided by Others

Electrical requirements are to be provided by others unless specifically included in Conference Technologies, Inc. Scope of Work.

### Statement

This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed by management of City of Carmel for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

# Next Steps

1. Upon Notice to Proceed, Conference Technologies, Inc. will begin executing the project plan with an internal handoff of the project to our operations team.
2. If you have questions about the process as we move forward, please contact me at MFox@conferencetech.com or 317-762-0481.
3. You will be contacted by a Conference Technologies, Inc. Project Manager to schedule a project kickoff meeting to review the project scope and schedule.



---

Customer Signature

Timothy Renick

---

Printed Name

Director of ICS

---

Title

6/17/2020

---

Date

---

CTI Signature

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Printed Name

---

Title

---

Date

# Scope of Work

**Proposal Number:** J20240024

**Proposal Date:** 6/8/2020

**Prepared for:** City of Carmel

**Attn:** Todd Luckoski

**Phone:** 317-571-2400

**Email:** tluckoski@carmel.in.gov

**Prepared by:** Mark Fox

**Phone:** 317-762-0481

**Email:** MFox@conferencetech.com

**Bill to:** City of Carmel

Carmel City Hall  
One Civic Square  
Carmel, Indiana, 46032

**Ship to:** City of Carmel

Carmel City Hall  
One Civic Square  
Carmel, Indiana, 46032

## Council Chambers System Upgrade – Zoom Addition

### Ross LCS Video Production System:

CTI to integrate near and far end video and content of new UC Video/Audio Zoom Conferencing System with the City of Carmel's existing Ross LCS Production System. Providing the ability to show video both in the Council Chambers and to the far end of the UC Video/Audio Zoom Conferencing System and provide video and content with the Program Feed.

**Note – Zoom Conferencing System Addition quoted based on expectation that the Microsoft Teams Conferencing System to be installed prior to or at the same time of Zoom Addition installation with the City of Carmel's existing Ross Video LCS Production System.**

### Audio System:

CTI to integrate audio of the UC Video/Audio Zoom Conferencing System with the owners existing Audio System. This will allow all mics in the Council Chambers to be heard by the far end as well as allowing people in the Council Chambers to hear people from the far end of the UC Video/Audio Zoom Conferencing System.

### Control System:

CTI to Update Owners AMX Program – Adding control of audio level and muting of the UC Video/Audio Zoom Conferencing System.

### Rack System:

CTI to install Zoom equipment in 21RU rack quoted with Microsoft Teams Conferencing System.

### System Training:

Upon installation completion.

# Timeframe

To complete the work outlined in the project scope, we will need approximately 6 weeks from proposal acceptance. A project manager will be assigned to communicate with you at critical milestones. Upon notice to proceed, we will begin your project plan immediately.

Phase	Week
Notice to Proceed & Project Kickoff	1
Engineering	2
Procurement	3-4
Programming & Rack Fabrication	5
Onsite Installation	6
Commissioning & Training	7

# Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

## Proposal Summary

Description	Price
Equipment	\$7,850.14
Implementation Services	\$4,947.62
Freight	\$369.42
Subtotal	\$13,167.18
Tax	\$0.00
<b>Grand Total</b>	<b>\$13,167.18</b>

## Recommended

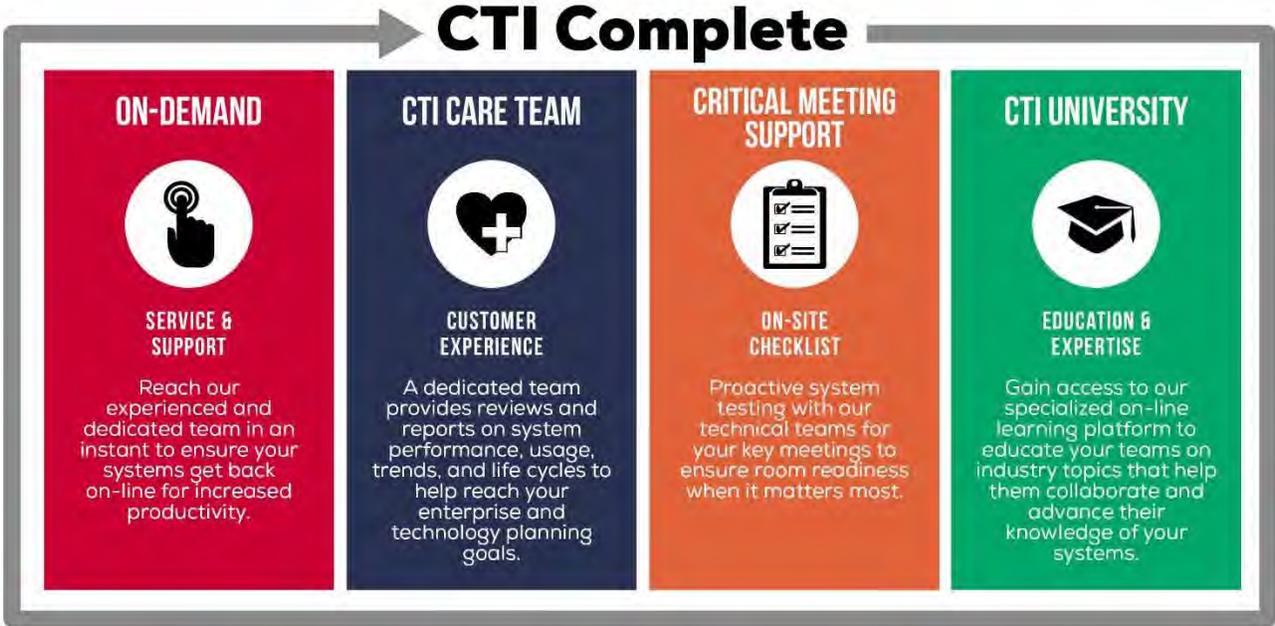
Description	Price
2 Additional Years CTI Complete Service Agreement	\$1,076.00
4 Additional Years CTI Complete Service Agreement	\$2,151.99

## Down Payment Requirements

Terms are with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 2.5% fee.

# Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



# Bill of Materials

## Council Chambers UC Upgrade - Zoom Addition

Manufacturer	Description	Qty	Unit Price	Ext. Price	
<b>Video Systems Equipment: \$6,735.29</b>					
1	Crestron	Crestron Flex UC Video Conference System Integrator Kit for Zoom Rooms Software	1	\$2,635.29	\$2,635.29
2	Extron	MediaPort 200 HDMI and Audio to USB Scaling Bridge	1	\$1,994.12	\$1,994.12
3	Extron	DSC 3G-HD A 3G-SDI to HDMI Scaler with Audio Embedding	1	\$1,052.94	\$1,052.94
4	Extron	DSC HD-3G A HDMI to 3G-SDI Scaler with Audio Embedding	1	\$1,052.94	\$1,052.94
<b>Audio Systems Equipment: \$164.77</b>					
5	Extron	MIX 301	1	\$164.77	\$164.77
<b>Control Systems Equipment: \$878.33</b>					
6	Ross Video	Ross Video Off-site Commissioning, 1 Day	1	\$878.33	\$878.33
<b>Rack Accessories and Furniture: \$71.75</b>					
7	Middle Atlantic	2SP VENTED UTILITY SHELF	1	\$42.34	\$42.34
8	Extron	HRB 109 Basic Rack Shelf	1	\$29.41	\$29.41

# Standard Disclaimer

Conference Technologies, Inc. provides for twelve (12) months of **CTI Complete** on all system purchases. Conference Technologies, Inc. warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

## Terms

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### Provided by Others

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### Statement

This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed by management of City of Carmel for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

# Next Steps

1. Upon Notice to Proceed, Conference Technologies, Inc. will begin executing the project plan with an internal handoff of the project to our operations team.
2. If you have questions about the process as we move forward, please contact me at MFox@conferencetech.com or 317-762-0481.
3. You will be contacted by a Conference Technologies, Inc. Project Manager to schedule a project kickoff meeting to review the project scope and schedule.



---

Customer Signature

Timothy Renick

---

Printed Name

Director of ICS

---

Title

6/17/2020

---

Date

---

CTI Signature

---

Printed Name

---

Title

---

Date

## 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

Toss Horn, 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 CONFERENCE TECHNOLOGIES, INC. (the "Employer")  
in the position of CONTROLLER.
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 8th day of May, 2019.

[Signature]

Printed: Toss Horn

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

[Signature]

Printed: Toss Horn

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

PURCHASE ORDER NUMBER

**104068**

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
6/16/2020			373286	Council chambers system upgrade

<b>CONFERENCE TECHNOLOGIES INC</b>	<b>ICS</b>
<i>VENDOR</i> 11653 ADIE RD	<i>SHIP TO</i> 31 1st Avenue N.W.
MARYLAND HEIGHTS, MO 63043 -	Carmel, IN 46032- Timothy Renick (317) 571-2576

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47450				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund

Account: 43-421.00

1 Each	Council chambers upgrade freight	\$1,167.80	\$1,167.80
		Sub Total	\$1,167.80

Account: 43-509.00

1 Each	Council chambers upgrade professional services	\$18,524.17	\$18,524.17
		Sub Total	\$18,524.17

Account: 43-515.01

1 Each	Council chambers upgrade Maintenance	\$5,047.21	\$5,047.21
		Sub Total	\$5,047.21

Account: 44-632.01

1 Each	Council Chambers upgrade - equipment	\$40,281.79	\$40,281.79
		Sub Total	\$40,281.79



Quote No. J20240024

Send Invoice To:

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

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$65,020.97</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.

*Timothy Renick*

Timothy Renick  
Director

*James Crider*

James Crider  
Director of Administration

ORDERED BY

TITLE

CONTROLLER

CONTROL NO. **104068**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

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

### RECITALS

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

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

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

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

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

### SECTION 1                    INCORPORATION OF RECITALS

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

### SECTION 2                    SCOPE OF SERVICES

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

SECTION 3                      CITY'S RESPONSIBILITIES

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

SECTION 4                      PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5                      COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Five Thousand Dollars (\$5,000.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6                      TERM

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

SECTION 7                      MISCELLANEOUS

7.1 Termination

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

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

## 7.5 Insurance

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

## 7.6 Liens

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

## 7.7 Default

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

## 7.8 Government Compliance

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

## 7.9 Indemnification

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

## 7.10 Discrimination Prohibition

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

## 7.11 E-Verify

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

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

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

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

## 7.12 Severability

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

### 7.13 Notice

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

#### **CITY:**

City of Carmel  
Information Systems Department  
31 1<sup>st</sup> Avenue NW  
Carmel, Indiana 46032

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

#### **PROFESSIONAL:**

CrossRoad Engineers, P.C.  
3417 S Sherman Dr  
Beech Grove, Indiana 46107

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

### 7.14 Effective Date

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

### 7.15 Governing Law; Lawsuits

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

### 7.16 Waiver

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

### 7.17 Non-Assignment

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

### 7.18 Entire Agreement

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

#### 7.19 Representation and Warranties

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

#### 7.20 Headings

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

#### 7.21 Advice of Counsel

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

#### 7.22 Copyright

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

#### 7.23 Personnel

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

#### 7.24 Records and Inspections

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

#### 7.25 Accomplishment of Project

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

#### 7.26 Debarment And Suspension

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

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

#### 7.27 Access to Public Records Act

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

#### 7.28 IRAN CERTIFICATION.

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

*(remainder of page intentionally left blank)*

CrossRoad Engineers, P.C.  
Information Systems Department - 2020  
Appropriation #43-404.00; P.O.#104056  
Contract Not To Exceed \$5,000.00

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

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

CrossRoad Engineers, P.C.

BY:

BY:

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

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

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

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

Title: \_\_\_\_\_

FID/TIN: \_\_\_\_\_

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

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

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

ATTEST

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

February 24, 2020

Mr. Timothy Renick  
Director  
City of Carmel Information and Communications Systems  
Three Civic Square (3<sup>rd</sup> Floor)  
Carmel, IN 46032



RE: Scope and Fee Proposal  
City of Carmel Information and Communications Systems  
On-Call Consulting Services

Dear Timothy:

As we discussed, CrossRoad Engineers is pleased to present this proposal to provide professional on-call consulting services for the City of Carmel Information and Communications Systems (Carmel ICS). Crossroad Engineers, P.C. will provide these services as an extension of the Carmel ICS staff on an hourly basis.

It is anticipated that these consulting services may include, but not limited to: representation at the ongoing City of Carmel monthly utility coordination meetings, new facility planning and existing facility documentation, and project specific utility coordination services. These utility coordination services may include, but not limited to: initial utility verification response; review of Preliminary Field Check Plans (PFC) and attendance at PFC meetings; coordination with designers for conflict resolution; coordination with your department for new facility or relocation needs; and final work plan response, which may include preparing final work plan documents and relocation agreements, construction drawings, and cost estimates, etc. All work tasks shall be completed at the direction of Carmel ICS staff.

Attached are our 2020 Hourly Billing Rates which we will be using for the remainder of this year for this work.

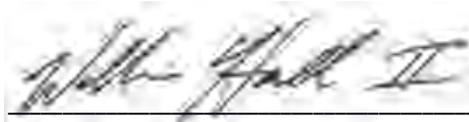
For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate.

During the course of this work, progress invoices will be prepared for the portions of the work done to date. These invoices will be submitted by the 5<sup>th</sup> of each month and will become due by the 30<sup>th</sup> of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month. Acceptance of this proposal is inclusive of the Terms and Conditions included herein.

We are ready to begin and appreciate you allowing CrossRoad Engineers to provide consulting services for the City of Carmel Information and Communications Systems department. We value your confidence in our ability and appreciate the opportunity to continue our partnership with you. If you have any questions, please call me at 780-1555 ext. 140.

Sincerely,

CrossRoad Engineers, PC



William Hall II, P. E.  
Vice President

02/24/2020

Date

Please signify your acceptance by signing below:



City of Carmel ICS

6/15/2020

Date

# TERMS AND CONDITIONS

## 1. SCOPE OF WORK

CrossRoad Engineers, PC. (CRE) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). CRE will provide additional services at a mutually agreed price. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

## 2. RIGHT OF ENTRY

Client grants to CRE the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to CRE that it has the authority and permission of the owner and occupant of the site to grant right of entry to CRE.

## 3. PAYMENT TERMS

CRE will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to CRE. Payment is due within thirty (30) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

## 4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, CRE makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by CRE to Client. Client agrees to give CRE *written* notice of any breach or default under this section and to give CRE a reasonable opportunity to cure such breach or default, without the payment of additional fees to CRE, as condition precedent to any claim for damages.

## 5. INSURANCE AND GENERAL LIABILITY

CRE maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. CRE has insurance coverage under general liability, property damage, and professional liability, which CRE deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. CRE may provide additional insurance coverage beyond stated limits at the Client's request and expense.

## 6. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event CRE determines there may be a significant risk that CRE'S fees may not be paid on a timely basis, CRE may suspend performance and/or retain any reports, work products, or other information until Client provides CRE with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

## 7. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated because of contracted services pursuant to this proposal without written consent of CRE.

## 8. SAFETY

CRE'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with CRE'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of CRE, nor the

presence of CRE'S employees and its subcontractors shall be construed to imply that CRE has any responsibility for any activities on the site, which are performed by personnel other than CRE'S employees or subcontractors.

**9. CONFLICTS**

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against CRE arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless CRE shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in CRE'S performance or other breach.

**10. CONSEQUENTIAL DAMAGES**

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

**11. DISPUTE RESOLUTION**

Any claim or dispute made against CRE for inadequate, negligent, or improper performance of services by CRE pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. If the dispute is not resolved through negotiation or mediation, the parties shall then have any and all remedies available to them under the law of the state of Indiana.

**12. FAILURE TO FOLLOW RECOMMENDATIONS**

Client will not hold CRE or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from CRE'S or its subcontractors' recommendations that are not followed. Client waives any claim against CRE and

agrees to defend, indemnify, and hold CRE harmless from any claim, liability for injury, or business loss that results from CRE'S recommendations that are not followed.

**13. FORCE MAJEURE**

Neither Client nor CRE shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

**14. RIGHT TO STOP OR DIRECT WORK**

Since CRE'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, CRE shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to CRE personnel or its subcontractors' personnel. Neither shall CRE be responsible for the possible consequences of not issuing a stop-work order. CRE will only report to Client regarding the quality of the work CRE has performed, or been contracted to observe and monitor.

**15. CONSTRUCTION ADMINISTRATION**

CRE shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. CRE shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. CRE'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. CRE'S proposed services are limited to its proposed and contracted scope of work and does not imply or warrant that CRE is responsible for observing all activities and personnel at the project site.

The words "administration", "supervision", "inspection", or "control", if used about CRE's work, are only intended to mean periodic observation or monitoring of the project work as outlined in CRE'S proposed and contracted scope of work.

**16. SITE WORK**

CRE will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by CRE'S negligence will be restored at CRE'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

**17. UTILITIES**

In the execution of any subsurface exploration, CRE will take reasonable precautions to avoid damage to subterranean structures or utilities of which CRE has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless CRE from and against any claims, losses, or damages incurred or asserted against CRE related to Client's failure to mark, protect, inform, or advise CRE of underground structures or utilities, unless stated in our contracted scope of services

**18. OWNERSHIP OF DOCUMENTS**

Client agrees that all original documents and drawings produced by CRE in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of CRE. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by CRE, and waives liability against CRE for their use. Further, client agrees to waive any claim against CRE and to indemnify, defend, and hold harmless CRE from all claims arising out of any use, not authorized in writing by CRE, of these documents by third Parties not related to this agreement.

**19. PUBLIC RESPONSIBILITY**

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards CRE'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against CRE and its subcontracts and agrees to defend, indemnify, and hold harmless CRE and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding CRE'S or its subcontractors' recommendations of reporting.

**20. NON-SOLICITATION**

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of CRE to terminate their relationship to CRE.



# HOURLY BILLING RATES

## PERSONNEL CLASSIFICATION

## HOURLY RATE

### DESIGN

Director	\$	160.00
Senior Project Manager		140.00
Project Manager		120.00
Project Engineer		105.00
Assistant Project Engineer		90.00
CADD Manager		105.00
CADD Technician		90.00
Assistant CADD Technician		75.00
R/W Manager		155.00
R/W Appraiser		155.00
R/W Buyer		155.00

### INSPECTION

Director	\$	160.00
Resident Project Representative		125.00
Asst Resident Project Representative		115.00
Project Inspector		105.00
Assistant Project Inspector		85.00

### SURVEY

Survey Manager	\$	130.00
Assistant Survey Manager		95.00
Survey Crew – 1 Man		115.00
Crew Chief		95.00
Field Man		70.00
Researcher		85.00
Survey Technician		90.00

### MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2020

# CROSSROAD ENGINEERS, PC

3417 SHERMAN DR, BEECH GROVE, IN 46107 // 317.780.1555 // CROSSROADENGINEERS.COM

PAGE 6 of 6

**EXHIBIT**  
**A**

## 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

Trent E. Newport \_\_\_\_\_, 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 CrossRoad Engineers, PC (the "Employer")  
in the position of 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 18th day of January, 2018.



Printed: Trent E. Newport

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: Trent E. Newport

# City of Carmel

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

INDIANA RETAIL TAX EXEMPT  
 CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
 35-6000972

PURCHASE ORDER NUMBER

**104056**

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
6/15/2020			068025	On-Call consulting services

<b>CROSSROAD ENGINEERS, PC</b>	<b>ICS</b>
<b>VENDOR 3417 S SHERMAN DR</b>	<b>SHIP TO 31 1st Avenue N.W.</b>
<b>BEECH GROVE, IN 46107 -</b>	<b>Carmel, IN 46032-</b>
	<b>Timothy Renick (317) 571-2576</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47381				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
----------	-----------------	-------------	------------	-----------

Department: 1115 Fund: 101 General Fund

Account: 43-404.00

1 Each	On-Call consulting fee	\$5,000.00	\$5,000.00
		Sub Total	\$5,000.00



Quote dated 2/24/20

**PLEASE INVOICE IN DUPLICATE**

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

**PAYMENT \$5,000.00**

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

*Timothy Renick*

ORDERED BY  
 Timothy Renick  
 Director

TITLE  
 CONTROLLER

**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.

CONTROL NO. **104056**

## Business Agreement

Date: 7/1/2020

If Agreement is not executed, pricing will expire on: 7/11/2020

Paperwork Prepared By: Chris DeVine

<b>Customer Name</b>	City of Carmel	<b>Subscriber ID</b>	
<b>Physical Address</b>	1 Civic Square Carmel, IN 46032	<b>Billing Address</b>	City of Carmel 1 Civic Square Carmel, IN 46032
<b>Primary Contact:</b> Timothy Renick		<b>Contact to Receive Metronet Text Alerts:</b>	
<b>Primary Contact Number:</b> (317) 571-2567		<b>Contact Phone Number:</b>	
<b>Primary Contact Email:</b> trenick@carmel.in.gov		<b>Contact Email Address:</b>	

<b>Referring Customer:</b>	<b>Referring Customer Subscriber ID:</b>
----------------------------	--

<b>Service Agreement Term:</b> 36 month(s)
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### Internet

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	NET TOTAL
1	100Mb/100Mb Business Fiber	Business Fiber Internet: 100Mb/100Mb	\$99.95	\$99.95

### Static IP

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	NET TOTAL
1	Static IP: 5	5 Additional IP Addresses	\$20.00	\$20.00

<b>Monthly Net Total:</b> \$119.95
------------------------------------

### Letter of Authorization

I appoint MetroNet as my agent to request my private Customer Service Records in anticipation of converting to MetroNet for the provision of local telephone service. I am requesting that my current phone provider interface directly with the contact person mentioned above in providing my records and responding to requests for changes in my phone service. This letter of authorization is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions to the Business Order Form. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.

### Terms & Conditions

By signing this Services Agreement, Customer ("you") acknowledges that Customer has had an opportunity to read and review the terms and conditions of this Services Agreement, our Business Terms and Conditions, our tariff, our Acceptable Use and Privacy Policy ("AUPP"), our Additional Terms of Service Addendum (Business), our Managed Wi-Fi Terms of Service, any Statement of Work ("SOW") and Letters of Authorization (all such documents relating to Customer's Services are collectively the "Agreement"). Customer agrees to abide by the Agreement's terms and conditions as amended or updated from time to time. The Agreement can be found at <https://www.metroNetinc.com/terms-conditions/> and constitute the entire agreement between Customer and MetroNet with respect to the Services.

<b>Signature:</b>
<b>Title:</b>
<b>Date:</b>

<b>Customer Name</b>	City of Carmel
<b>Subscriber ID</b>	
<b>Physical Address</b>	1 Civic Square, Carmel, IN 46032

**Explanation Of Work To Be Done**

**Note:** If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for **Complex Orders** and first engage Sales Engineering.

**Day of Service Installation**

MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases, this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable but, we will use commercially reasonable efforts to minimize the inconvenience to you.

**DMARC (ONT)**

When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the **business owner's financial responsibility** to contact an IT vendor for support and/or repairs.

**Customer Phone Vendor / Cut Sheet**

Phone Vendor Name: \_\_\_\_\_

Customer designates the above mentioned Phone Vendor to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. **Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor.** MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet")

**Changes**

Customer understand that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by Company at its standard intervals or otherwise delay the provisioning of the Fiber Services to you.

**This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date	7/1/2020
Sales Associate	Chris DeVine
Customer	City of Carmel
Subscriber ID	
Address	1 Civic Square, Carmel IN 46032

*The Primary Contact and Additional Authorized Contacts listed below, have authorization to act on this account (e.g. make billing changes, request changes and upgrades in service/equipment, cancel service, make address changes, request and provide account information, give and accept notices, etc.) whether such action is taken by telephone, electronically or other manner. In the event the Primary Contact or an Additional Authorized Contact ceases to be authorized or a new individual becomes authorized, it is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to provide MetroNet written notice of such change. MetroNet may, but shall have no obligation to, verify authorizations or the identity of the authorizer.*

<b>Primary Contact</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
Timothy Renick	Director of Information and Communication Systems	(317) 571-2567	trenick@carmel.in.gov
<b>Onsite Contact</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
<b>Accounts Payable</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
<b>Additional Authorized Contacts</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>

The undersigned represents and warrants to MetroNet that he/she is authorized to sign this Authorization form on behalf of the Customer

**Name:**

**Signature**

**Date**

<b>Customer Name</b>	City of Carmel	<b>Contact Name</b>	Timothy Renick
<b>Subscriber ID</b>		<b>Contact Number</b>	(317) 571-2567
<b>Physical Address</b>	1 Civic Square Carmel, IN 46032	<b>Contact Email</b>	trenick@carmel.in.gov
<b>IT Vendor Name</b>		<b>Web Hosting Vendor Name</b>	
<b>IT Vendor Phone</b>		<b>Web Hosting Vendor Phone</b>	
<b>Number of Static IP addresses requested:</b>		<i>If more than 3 are being requested, please fill out form in it's entirety</i>	

Static IP Checklist: Please pass along the following guidelines to your preferred vendor

**ONLY CUSTOMERS WITH STATIC IP ADDRESSES CAN HOST AN EMAIL SERVER ON OUR NETWORK**

- Email server must have a reverse lookup named as "mail.example.com, mx1.example.com, or smtp.example.com"
- Forward DNS records must have an MX record with a TTL greater than 43200 (seconds)
- To prevent infected workstations from getting the IP listed, add firewall rules that allow egress from only the email server to port 25 of another, allow ingress connections to port 25 of their email server.
- DNS "A" records should also be TTL greater than 43200 seconds or they may get Blacklisted. The IP should be checked on blacklists prior to activation; the customer domain - if known - should also be checked prior to turn up.

**The customer should notify MetroNet if they intend to operate a mail server so we can modify reverse DNS for them. They must add MX records using their hosting company.**

<b>Domain Name and/or PTR Record</b>	
--------------------------------------	--

**Requested Allocation**

How many hosts on your network immediately need public addresses?	
How many public subnets are immediately needed on your network?	
How many hosts on your network will need public addresses within 3 months?	
How many public subnets are will be needed on your network within 3 months?	
How many hosts on your network will need public addresses within 1 year?	
How many public subnets will be needed on your network within 1 year?	

**Issues of Portability**

*All network space allocated to MetroNet customers is non-portable. This means that if a customer should ever cancel services with MetroNet, these addresses must be returned to MetroNet within 30 days of the actual service termination date. All registered hosts on MetroNet address space will also be removed from the ARIN WHOIS database and all foot name servers. MetroNet recommends that a customer take steps to transition these hosts prior to service termination.*

IP Address Count	Brief Description	For Immediate Use?	For Future Use?
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

*Note: This represents on /24 (Class C) using Variable Length Subnet masking (VLSM)*

**Requirements**

- The customer must have used at least 80% of current address space prior to any additional network allocation
- The customer must have "SWIPed" all networks currently allocated to them with the ARIN (this only applies to ISPs who reassign networks to their own customers).
- Consistent with ARIN, MetroNet will grant an amount of address space only large enough to serve a customer's 3-month projected needs

**Usage of Networks**

MetroNet recommends a policy of strict subnetting to all of its customers. Subnetting ensures the most efficient use of address space and secures a valid justification for additional address space when the time comes. This is especially important for ISPs, as they are responsible for assigning their customers an appropriate amount of address space.

<b>Customer Name:</b>	<b>Signature:</b>
-----------------------	-------------------

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: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”), dated April 27, 2020, is by and between LexisNexis Coplogic Solutions Inc., with offices at 1000 Alderman Drive, Alpharetta, Georgia, 30005 (“**LN Coplogic**”), and Carmel Police Department with offices at 3 Civic Square, Carmel, IN, 46032 (“**Agency**”). This MOU shall be effective on the date of execution of the last party signing (“**Effective Date**”). Each Party shall be individually referred to herein as “**Party**” or collectively as “**Parties.**”

**PURPOSE.** Agency acknowledges that the Indiana State Police (ISP) is the central repository for crash reports in the State of Indiana pursuant to Ind. Code §9-26-2-2. Pursuant to a separate agreement between LN Coplogic ISP to which Agency is not a party (the “**Agreement**”), ISP has contracted with LN Coplogic to operate the Automated Report and Information Exchange System (**ARIES**) (“**ARIES Reports**”) to fulfill this purpose. The Agreement also provides for LN Coplogic to operate buycrash.com for the public to obtain accident reports prepared by a law enforcement agency pursuant to Ind. Code §9-26-2-1 and submitted into ARIES. LN Coplogic shall provide ARIES Reports to legal entities and individuals permitted to obtain a copy of ARIES Reports and/or specific data extracted from the ARIES Report in accordance with the Agreement and Ind. Code §5-14-3 et seq. (“**Authorized Requestors**”).

**SCOPE OF SERVICES.** LN Coplogic shall not charge any fee to Agency for the services described herein. LN Coplogic shall charge no more than the amount permitted by ISP pursuant to Ind. Code §9-29-11(c) for each ARIES Report (“**ARIES Report Fee**”) sold to an Authorized Requestor via LN Coplogic’s eCommerce web portal, BuyCrash.com (and its successor(s) the “**LN Portal**”). Of this ARIES Report Fee, LN Coplogic agrees to remit Eight Dollars and 00/100 (\$8.00) to Agency for each crash report submitted by Agency to ARIES and subsequently sold as an ARIES Report via the LN Portal (“**Agency Fee**”). No Agency Fee will be paid with respect to the following: (1) When an Affiliate (as defined below) has paid an Agency Fee to acquire a ARIES Report for an Authorized Requestor (including ARIES Reports purchased before the Effective Date) and such Affiliate later resells that ARIES Report from its inventory of previously purchased ARIES Reports to another Authorized Requestor; or (2) When one or more components of an ARIES Report (e.g., VIN number), rather than the ARIES Report in its entirety, is provided by LN Coplogic to an Authorized Requestor or an Affiliate of LN Coplogic; or (3) When a fee is not charged to an Authorized Requestor for the ARIES Report; or (4) When an ARIES Report is acquired by an Affiliate of LN Coplogic from a source other than a web portal, product and/or service which is offered, owned and/or operated by LN Coplogic or its Affiliate. Nothing in this MOU shall require LN Coplogic or its Affiliate (as defined below) to pay an Agency Fee to the Agency when an Authorized Requestor provides an ARIES Report and/or specific data extracted from the ARIES Report to a third party after the Authorized Requestor has purchased such ARIES Report from the Affiliate’s inventory of previously purchased reports. Agency acknowledges that all ARIES Reports requested by authorized law enforcement entities (“**Agency Requestors**”) shall be provided free of charge.

Nothing in this MOU shall prohibit LN Coplogic’s Affiliates from purchasing ARIES Reports via the LN Portal, or from distributing previously purchased ARIES Reports and/or specific data extracted from the ARIES Report, to Authorized Requestors or Agency Requestors in accordance with the terms of this MOU and applicable laws and regulations. Nothing in this MOU shall prohibit Affiliates from acquiring ARIES Reports from a source other than the LN Portal.

For purposes of this Agreement, “Affiliate” means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with LN Coplogic. LN Coplogic Affiliates shall not be bound by the terms and conditions of this MOU with respect to the provision of their applicable services hereunder.

To the extent permitted under applicable law, LN Coplogic’s entire liability to Agency under this MOU shall not exceed One-Hundred (\$100.00) Dollars. In no event shall LN Coplogic be liable for any indirect, special, incidental, or consequential damages in connection with this MOU.

This MOU will automatically renew on the anniversary of the Effective Date for an additional year, and on each subsequent anniversary, unless either Party gives the other Party 60 days written notice of termination prior to the renewal.

**IN WITNESS WHEREOF**, The Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

**Carmel Police Department**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**LexisNexis Coplogix Solutions Inc.**

By:  \_\_\_\_\_

Print Name: William S. Madison

Title: Executive Vice President

Date: 06/04/2020

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: \_\_\_\_\_

## **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") Everything Ice, Inc., and, an entity duly authorized to do business in the State of Indiana ("Vendor").

### **TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

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

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 43-509.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Ninety Six Thousand Seven Hundred Three Dollars (\$96,703.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

4. **WARRANTY:**

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

5. **TIME AND PERFORMANCE:**

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

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

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

If to Vendor:	Everything Ice, Inc. 115 School Street PO Box 250 Salix, Pennsylvania 15952
---------------	--

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

Everything Ice, Inc.

by and through its Board of Public Works and Safety

By:

By:

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

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

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

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

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

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

ATTEST:

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

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

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

Ian Bennett

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

Sales Manager

\_\_\_\_\_  
Title

FID/TIN: 20-8876803

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

Date: 6/3/2020

  
**Everything Ice.**  
**SALES AGREEMENT**

- 1) Everything Ice, Inc. a Pennsylvania corporation, with offices located at 115 School Street, PO Box 250, Salix, PA 15952, Seller, hereby sells the goods described in Paragraph 2 to customer: Carmel Street Department 3400 W 131<sup>st</sup> Street, Carmel, IN 46074, (Buyer).
- 2) The goods being sold under this Agreement are: Supply only of Instant Ice Rink Piping and Headers as more fully described in attached **Exhibit A**.
- 3) The full purchase price for the system above described is: Ninety-Six Thousand Seven Hundred Three and zero cents: **Dollars (\$96,703.00)** exclusive of shipping, any state, sales taxes payable as follows:
  - A) 50% Payment due at Agreement (\$48,351.50).
  - B) 50% Payment due prior to Shipping (\$48,351.50).
  - C) Late payments shall be subject to interest at the rate of 1.5% per month.
  - D) Any additions or deductions from the sum above listed must be made by written Change Order(s).
  - E) Any Sales and/or Use Tax, Import Duties, and Shipping as applicable to the product and/or services are the responsibility of Buyer.
- 4) Everything Ice, Inc. shall ship system to Buyer at: 3400 W 131<sup>st</sup> Street, Carmel, IN 46074 All materials shipped F.O.B. Stock Location. Upon shipment of System, risk of loss is assumed by Buyer. Shipping quotes are estimated. True shipping costs will be invoiced separately.
- 5) Estimated shipping schedule of product will be approximately **4-6 Weeks** after receipt of the deposit, and the signature date by Everything Ice representative accepting the order, whichever is later. All materials shipped to the job site, to be stored, will be paid for as previously indicated.
- 6) Everything Ice, Inc. is the legal owner of said materials and/or systems and certifies that it is free and clear of all liens and encumbrances.
- 7) Title to goods is retained by Everything Ice, Inc. until payment of full purchase price. Buyer agrees to keep the goods safely and free from any and all liens and encumbrances. The full balance shall become due on default, with the Buyer paying all reasonable attorney fees and costs of collection. Upon default, Everything Ice, Inc. shall have the right to retake the goods hold and dispose of them and collect expenses, together with any deficiency due from Buyer; but subject to the Everything Ice, Inc. right to redeem pursuant to law.
- 8) This Agreement constitutes the entire Agreement between the parties, except for modifications issued after the execution of this Agreement.
- 9) This Agreement shall not be amended, except in writing, signed by both parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Pennsylvania in the event of any litigation here under.
- 10) Buyer hereby authorizes any attorney at law to appear in any court of record in the State of Pennsylvania, or in any other state of the United States, on default in payment of any installment due on the above obligation, and waives the issuance and service of process and confess a judgment against the undersigned in favor of Everything Ice, Inc. for the amount of the Agreement, together with costs of suit and attorneys' fees; and to release all errors and waive all right of appeal.
- 11) This agreement supersedes any and all other Contracts and/or Agreements heretofore existing between the parties.
- 12) This Agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

Buyers Signature \_\_\_\_\_ Date \_\_\_\_\_

Everything Ice, Inc. \_\_\_\_\_ Date \_\_\_\_\_

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

John S. Burley, President \_\_\_\_\_

**EXHIBIT**  
**A (1 of 2)**





## EXHIBIT B Invoice

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

*Name of Company:* \_\_\_\_\_

*Address & Zip:* \_\_\_\_\_

*Telephone No.:* \_\_\_\_\_

*Fax No.:* \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

## EXHIBIT C INSURANCE COVERAGES

### Worker's Compensation & Disability

### Statutory Limits

#### Employer's Liability:

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

#### Property damage, contractual liability, products-completed operations:

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

#### Personal & Advertising Injury

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

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

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

#### Umbrella Excess Liability

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

EXHIBIT D

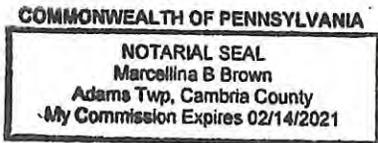
AFFIDAVIT

Ian Bennett \_\_\_\_\_, 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  
Everything Ice, Inc. (the "Employer")  
in the position of Sales Manager.
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 3 day of June, 2020.



*Marcellina B Brown*

Printed: Marcellina B Brown

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.

*Ian Bennett*

Printed: Ian Bennett

# 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

104021

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
5/29/2020			372079	
<b>EVERYTHING ICE, INC</b> <i>VENDOR</i> 115 SCHOOL STREET P.O.BOX 250 SALIX, PA 15952 -		<b>Human Resources</b> SHIP TO 1 Civic Square Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46977				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 922 Fund: 922 Ice Rink Fund  
 Account: 43-509.00  
 1 Each TUBING FOR ICE RINK

\$96,703.00      \$96,703.00  
 Sub Total      \$96,703.00



Send Invoice To:  
Human Resources

1 Civic Square  
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$96,703.00

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

*Nancy S Heck*

Nancy Heck  
Director

TITLE

*James Crider*

James Crider  
Director of Administration

CONTROL NO. 104021

CONTROLLER



APPROVED

By Jon Oberlander at 1:54 pm, Jun 24, 2020

<b>Customer:</b> Current license holder	Account:	City of Carmel	
	Address:	1 Civic SQ	
	City, State Zip Code:	Carmel, IN 46033	
	Contact Name:	Timothy Renick	
	Email:	trenick@carmel.in.gov	
	Phone Number:	Land: 317.571.2567	Mobile:
	License Group#:	0023536	

<b>Mobility Licenses:</b> Perpetual Licenses to be converted to Subscription Licenses	Product(s)	Mobility		
	No. of Devices	350		
	No of Add'l Servers:	1		
	Maintenance Period:	31 January 2021		
	Modules (Yes/No)	Policy: <input checked="" type="checkbox"/>	NAC: <input type="checkbox"/>	Analytics: <input checked="" type="checkbox"/>

Customer agrees to discontinue use of the Perpetual Based Software and to transition licenses of the Perpetual Based Software to a Subscription License of NetMotion Complete. License term will commence starting (31 January 2021) and ending on (30-Jan-24), (the "Term"), paid annually.

Customer agrees that all 350 licenses will be renewed on or before 1/31/2021 at the \$72 per year, per licenses rate and that rate of \$72 per year, per device will be locked in for the 350 licenses until 1/30/2024 Future subscription orders above 10 licenses will be offered at \$72 per year, per device for the duration of the contract with a minimum order quantity of 10 licenses.

All software and licenses will be converted from Perpetual to Subscription thirty (30) days from effective date. By signing this document, Customer agrees to all terms and conditions as outlined in the appropriate End User License Agreement that can be found at:

<https://www.netmotionsoftware.com/legal-and-copyright/>

Customer Signature	Printed Name and Title: Timothy Renick IT Director
	Signature:
	Date: Click or tap to enter a date.

NetMotion Approval Signature	Printed Name and Title: Dan Pagel Chief Revenue Officer
	Signature:
	Date: Click or tap to enter a date.

Returned signed form to: [customerservice@netmotionsoftware.com](mailto:customerservice@netmotionsoftware.com)

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: \_\_\_\_\_

Approved By 

Prior Deed References: Instrument No  
2018000137 in the Recorder's Office for  
Hamilton County, Indiana

## WATER LINE EASEMENT AGREEMENT

5<sup>th</sup> This Water Line Easement Agreement (the "Agreement") is made and entered into this day of June, 2020, by and between Abby Davis and Edgar Meyer, ("Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

### RECITALS:

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

B. Grantee, in connection with Grantee's improvement/construction of the Water System Improvements: Division A & B, Unserved Areas Carmel West and Home Place (the "Project") requires a permanent, non-exclusive easement over, through, under, upon and across that portion of Grantor's Property more particularly described and depicted on Exhibit A and Exhibit B attached hereto and incorporated herein, (the "Easement Property") to provide for the laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, hydrants, fittings, accessories, and equipment on, over, and across the Easement Property.

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

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, its agents, employees, contractors and sub-contractors a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing water utility lines, and all associated valves, pumps, fittings, meters, accessories and equipment (the "Improvements") on, over, through, under, upon and across the Easement Property. Grantee shall have the right to: (a) remove from the Easement Property, without liability for replacement or repair, any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement; and (b) make such alterations and improvements to the Easement Property as Grantee deems may be necessary or useful in the exercise of Grantee's rights hereunder. If the Improvements are installed in good faith in a location other than the location that is described and depicted in Exhibit A and Exhibit B then, and in that event, the Easement Property defined herein shall be revised to include that strip of land that is centered on the line or equipment as installed, and in such an event, Grantor and Grantee, shall join in the execution and acceptance of an appropriate substitute easement instrument if either Grantor or Grantee shall deliver to the other a written request for such a substitute easement instrument. Grantee shall also have the right of ingress and egress over, under, upon and across

the Grantor's Property for purposes of access to the Easement Property. The easement also includes the rights and privileges to temporarily use, from time to time, additional space on the Grantors Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements located in, under, upon, over, and/or across the Easement Property, to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, and for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by service pipes to the Improvements installed by Grantee within the Easement Property, provided such nearby property owners, their grantees, successors, agents, or employees restore the portion of the Grantor's Property disturbed by their work to a condition that is as near the condition that existed just prior to the time the portion was disturbed by them as is practicable.

2. Obligations of Grantee. The Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall restore the Easement Property, to the extent practicable, to the condition as existed prior to the commencement of the Project.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement. Notwithstanding the foregoing, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall keep the Easement Property free of any fence, structure, asphalt, gravel, plants, concrete or other improvements (other than those installed by Grantee). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

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

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



Carmel, Indiana 46032  
Attn: Director of Utilities

If to Grantor:

Abby Davis and Edgar Meyer  
1504 E. 106<sup>th</sup> Street  
Indianapolis, IN 46280

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

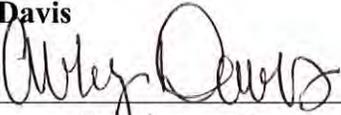
13. Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or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

14. Authority. The persons executing this instrument on behalf of Grantor hereby represent that he/she has the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; that Grantor guarantees the quiet possession of the Easement Property to the Grantee; that the Easement Property is free of any liens or encumbrances, except the lien of current taxes and any other lien or encumbrance that, as of the date of execution hereof, appears of public record; no approval of any other party is necessary for the granting of this Agreement or to the extent necessary has been obtained by Grantor; and that, subject to the foregoing, Grantor will warrant and defend Grantee's title to the easement granted hereby against all claims thereon.

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

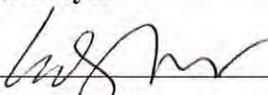
**GRANTOR:**

**Abby Davis**

By: 

Printed: Abby Davis

**Edgar Meyer**

By: 

Printed: Edgar Meyer Jr

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: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF INDIANA                    )  
  )  
COUNTY OF \_\_\_\_\_            )

SS:

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, Mary Ann Burke, and Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfgang, Clerk of the City of Carmel, who acknowledged the execution of the foregoing "Agreement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

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

My County of Residence: \_\_\_\_\_

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

STATE OF INDIANA )  
 )  
COUNTY OF Hamilton ) SS:

Before me, a Notary Public in and for the State of Indiana, appeared ABBY DAVIS Edgar DAVIS, who acknowledged the execution of the foregoing Water Line Easement Agreement as his/her voluntary act and deed.

Witness my hand and Notarial seal this 5 day of June, 2020.

My Commission Expires:  
7/19/2023

My County of Residence:  
Marion

Jennifer Landis  
Notary Public  
Jennifer Landis  
[Printed]



This instrument was prepared by and after recording return to: Douglas C. Haney, City of Carmel, One Civic Square, Carmel, IN 46032.

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

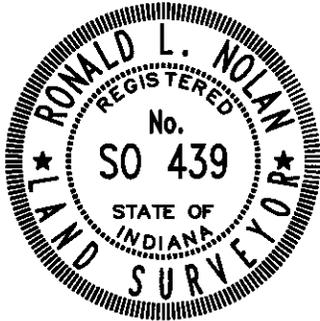
# EXHIBIT "A"

## EASEMENT

**FIFTEEN FEET BY PARALLEL LINES OFF OF THE ENTIRE SOUTH SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:**

**LOT 8 IN BAILEY'S HAMILTON HIGHLANDS, FIRST SECTION, AS RECORDED DECEMBER 30, 1949 IN DEED BOOK 134, PAGES 547-548 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA. CONTAINING 0.036 ACRES (1,575 SQUARE FEET), MORE OR LESS.**

I, RONALD L. NOLAN, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2018000137 AND DEED BOOK 134, PAGES 547-548, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.



*Ronald L. Nolan*

RONALD L. NOLAN  
INDIANA LAND SURVEYOR  
NO. LS SO 439



**WESSLER**  
ENGINEERING

*More than a Project™*

ROAD: 106TH ST  
 PROJECT: WATER MAIN  
 COUNTY: HAMILTON  
 SECTION: 1  
 TOWNSHIP: 17 NORTH  
 RANGE: 3 WEST

# EXHIBIT "B"

DRAWN BY: JRW 03-15-2019  
 CHECKED BY: JAB  
 SCALE: 1"=60'

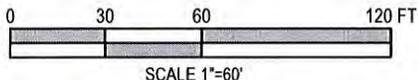
## EASEMENT EXHIBIT

OWNER: ABBY DAVIS AND EDGAR MEYER

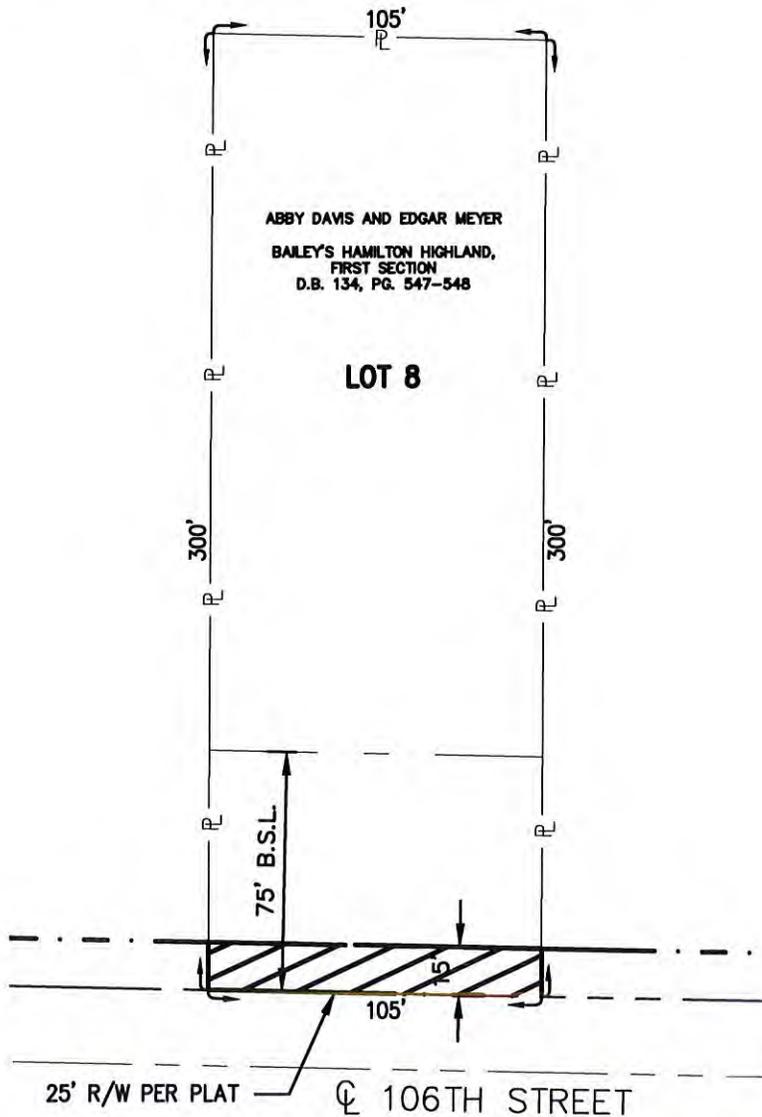
RECORD DOCUMENT: INSTRUMENT NUMBER 2018000137



NORTH



HATCHED AREA IS THE APPROXIMATE EASEMENT



Drawing: J:\Carmel\Projects\206518 Carmel - Water System Imp\CAD 04-002\DWG\Exhibit\Easements\206518-EA.dwg | Layout: LOT 8-2 | Plotted: 03/22/19 @ 09:41:23 | User: Jason Walker



NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL. THIS PLOT WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 2018000137 AND DEED BOOK 134 PAGES 547-548, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE.

*Ronald L. Nolan*

RONALD L. NOLAN  
 REG. LAND SURVEYOR NO. SO 439  
 STATE OF INDIANA

DATE 03/15/2019



More than a Project™

## AGREEMENT FOR PROFESSIONAL SERVICES

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

### RECITALS

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

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

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

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

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

### SECTION 1                    INCORPORATION OF RECITALS

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

### SECTION 2                    SCOPE OF SERVICES

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

SECTION 3                      CITY'S RESPONSIBILITIES

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

SECTION 4                      PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5                      COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Seventy One Thousand Eight Hundred Ninety Five Dollars (\$71,895.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

## SECTION 6            TERM

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

## SECTION 7            MISCELLANEOUS

### 7.1 Termination

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

### 7.2 Binding Effect

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

### 7.3 No Third Party Beneficiaries

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

### 7.4 Relationship

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

## 7.5 Insurance

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

## 7.6 Liens

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

## 7.7 Default

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

## 7.8 Government Compliance

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

## 7.9 Indemnification

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

#### 7.10 Discrimination Prohibition

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

#### 7.11 E-Verify

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

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

he duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

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

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

#### 7.12 Severability

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

7.13 Notice

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

**CITY:**

City of Carmel  
Department of Community Services  
One Civic Square  
Carmel, Indiana 46032

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

**PROFESSIONAL:**

Greenstreet Ltd., LLC  
212 West 10<sup>th</sup> Street  
Suite A-310  
Indianapolis, Indiana 46202

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

#### 7.18 Entire Agreement

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

#### 7.19 Representation and Warranties

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

#### 7.20 Headings

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

#### 7.21 Advice of Counsel

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

#### 7.22 Copyright

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

#### 7.23 Personnel

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

#### 7.24 Records and Inspections

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

#### 7.25 Accomplishment of Project

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

#### 7.26 Debarment And Suspension

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

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

#### 7.27 Access to Public Records Act

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

#### 7.28 IRAN CERTIFICATION.

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

*(remainder of page intentionally left blank)*

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

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

Greenstreet Ltd., LLC

BY:

BY:

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

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

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

Printed Name: Jeff Kingsbury

Title: Managing Principal

FID/TIN: 04-3825907

Last Four of SSN if Sole Proprietor: 7645

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

Date: 6/9/2020

ATTEST:

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

To: Mike Hollibaugh, City of Carmel  
From: Mark O'Neill, Greenstreet  
Date: 15 May 2020  
Re: Carmel Clay Comprehensive Plan Update  
CC: Adrienne Keeling, City of Carmel  
Joe Nickol, YARD & Co  
Kevin Wright, YARD & Co

---

Mike and Adrienne,

We have prepared this proposal agreement for updating the Carmel Clay Comprehensive (C3) Plan. The three listed steps reflect our understanding of what you are looking to accomplish, based on our recent conversations. The first two steps will be completed in 2020, within your budget for this year. Step 3 will be completed in 2021, including a digital deliverable suitable for smartphone use. We would deliver the Community Profile, Policies, Land Classifications, and Transportation chapters in a standard graphic style, as discussed. Enhanced online engagement through People Speak will be left to you, with content support from us. Subarea plans are not included in the scope. Greenstreet is supported in this proposal by YARD & Company, an urban growth and planning firm.

#### **Client Team Responsibilities**

This scope of work assumes the City of Carmel ("the City") will be responsible for providing the most recent geographic information system (GIS) mapping data for all properties within the study area limits, as well as lessons learned. The City will provide contact information for relevant staff of key institutional or private property owners. During stakeholder outreach, the City will also vet and organize stakeholder feedback before sending it on to us, "the Consultant." The City will utilize an existing subscription to People Speak to management public engagement, with content support from the Consultant. City staff will coordinate other necessary data delivery and production in a timely manner, including lessons learned from previous plans. In addition to data provided by the client, the Consultant will access a variety of unrestricted and proprietary data sources which may include but are not limited to: Smart Growth America, US Census, IRS, Esri, MetroStudy data, and others as needed.

#### **Overview**

The City of Carmel, Indiana and the Department of Community Services (DOCS), need to update many aspects of its Comprehensive Plan to achieve its goals over the next ten years. Since its previous drafting in 2008, we have seen the near universal adoption of smartphones, the rise of apps for deliveries and mobility, a spike in the boomer population and two significant economic recessions, the most recent of which brought on by the COVID-19 outbreak that we are currently experiencing. Amidst this, Carmel has made a significant impact in its physical environment that has made it attractive to employers and residents. The growth of City Center and improvement of the Monon Trail through a new Midtown has established an urban core with its own "center of gravity." With most large greenfield sites developed, the City already growing up instead of out. This emerging pattern of redevelopment requires a refreshed look at mobility, public spaces, mix of uses, urban densities and resilience, both economically and environmentally. These are some of the primary objectives inherent to this Comprehensive Plan update.

**EXHIBIT  
A (1 of 8)**

## Deliverables

### Summary of Understanding

The Summary of Understanding will include headline observations from the Community Profile Update coupled with insights gained from review of the current Comprehensive Plan; relevant plans, policy documents and development proposals; stakeholder engagement; physical characteristic observations; and other relevant data points. More than capturing information, it will establish the problems to be solved and goals to be accomplished in the creation and implementation of the Comprehensive Plan Update.

*Format: 30-45 illustrative slides and supporting Word document*

### Citywide and Subarea Policy Review

We will review the existing policies (currently referred to as the Comprehensive Plan Essence) relative to the updated goals and objectives from the Summary of Understanding. Policies will either be removed, amended and/or new ones added to better align with the stated objectives.

*Format: 10-15 Page Word document and/or Excel File*

### Land Classification Review and Calibration

We will review the current set of Land Classifications and provide a draft set of modifications. With a revised set of draft classifications in place, we will examine the current geographic distribution of Land Classifications within the city and provide mapping recommendations. Once a final set of policies and classification assignments have been reached, we will prepare a revised Land Classification Map and Adjacency Table.

*Format: 15-20 slides describing and mapping proposed classifications*

### Transportation Policy, Framework Review and Implementation

Working alongside the Department of Community Services and the Department of Engineering, we will review policies, street classifications and mapping relative to the stated objectives. As warranted, we will provide written and graphic feedback on the policies, thoroughfare standards and mapping for consideration by the Department of Community Services. This may include but not be limited to bike/ped planning, transit accommodation, streets-as-places retrofits and designs and street closure policies. Once a final set of policies and mapping has reached consensus, we will prepare a revised Thoroughfare Plan Map, Bicycle and Pedestrian Plan and Transit Plan.

*Format: 20-30 slides formatting of policies and map design with content primarily authored by the City.*

### Final Document and Adoption (2021)

We will prepare a Carmel-specific 8.5x11 print document and digital version (suitable for viewing and interacting with the comprehensive plan online, or a tablet, or smartphone) to format the above content into a single Comprehensive Plan that will be used and refined for public comment and adoption.

*Format: Print and digital deliverables in native files suited for web and mobile viewing and interface.*

**EXHIBIT  
A (2 of 8)**

## **Unincluded Scope Deliverables**

### Subarea Plans

Seven subareas exist in the current Comprehensive Plan. New ones may be identified throughout the process as well. These will be considered subsequent to the completion of this scope.

## **Process**

### **Step 1: Explore [6 weeks, 2020]**

#### Tasks

- Develop list of targeted stakeholders
- Expand base mapping from US 31
- Community Profile and trendspotting update
- Collect relevant reports, development proposals, lessons from PUDs/variances, etc from Client team
- Launch engagement/marketing, if desired
- Prepare and launch on-line survey
- Develop an amended set of problems, goals and objectives

#### Meetings

- Bi-weekly staff check-ins
- Stakeholder interviews (assumes 12-15)
- Trip 1 (2.5 days):
  - City tour and documentation
  - Planning Commission working session
  - Engineering and Redevelopment Departments working session and walk/bike tour

#### Deliverables

- Summary of Understanding that includes the Community Profile updated content

### **Step 2: Test: Policies, Land Classifications, Transportation [8 weeks, 2020]**

#### Tasks

- Review policies relative to goals and objectives
- Update and draft new policies
- Assess and recalibrate Land Classifications
- Assess and update Land Classification Map
- Review and provide recommendations on transportation policies/plans
- Finalize outline and format of Plan

#### Meetings

- Bi-weekly staff check-ins
- Stakeholder check-ins (assumes 4)
- Trip 2 (1 day):
  - DOCS/Department of Engineering/Redevelopment Working Sessions (assumes 2)
  - Planning Commission briefing

#### Deliverables

**EXHIBIT  
A (3 of 8)**

- Policy Review Document
- Land Classification Review and Calibration Document
  - New Draft Classifications and Draft Map
- Transportation Policy, Framework Review and Implementation Document

### **Step 3: Finalize [8 weeks, 2021]**

#### Tasks

- Refine and mockup Comprehensive Plan document and digital deliverable
- Format and formalize recommendations, pending final direction on format: print or digital/interactive

#### Meetings\*

- Bi-weekly staff check-ins
- Stakeholders, as necessary
- Planning Commission workshop
- Adoption hearing(s)

\*Trips and meetings outside of Client check-ins will be on an hourly, as needed basis

#### Deliverables

- Final exhibits
- Draft and final Comprehensive Plan, native files included
  - Community Profile
  - Policies
  - Land Classifications
  - Transportation Plan
  - Digital format suitable for viewing on a computer, tablet, smartphone, in addition to print
- Summary presentation

### **Professional Fees, Timing, and Other Considerations**

This scope of work assumes a nine-month work plan assuming a June 1<sup>st</sup>, 2020 start date. If the professional services contract is executed by June 30<sup>th</sup>, 2020 the first and second steps of the project should be complete by December 31<sup>st</sup>, 2020. The third step would be completed by March 1<sup>st</sup>, 2021. This scope also assumes comment from the public and stakeholders engaged as part of this process are consolidated by the client, with conflicts resolved.

Professional fees for this assignment are based on estimated time to complete the scope of work and the following hourly rates:

Greenstreet:

Managing Principal: \$235

Senior Associate: \$185

Associate: \$165

YARD & Co:

Principal: \$200

Staff: \$125

**EXHIBIT  
A (4 of 8)**

Professional fees and expenses for this scope of work will not exceed \$123,465, or \$71,895 in CY 2020, and \$51,580 in CY 2021, as outlined below:

Step 1:	\$38,235
Step 2:	\$31,660
Expenses:	\$2,000
2020 subtotal:	\$71,895 *
Step 3:	\$51,080
Expenses:	\$500
2021 subtotal:	\$51,580
Total:	\$123,475

Thank you for the opportunity to present this proposal for your review and consideration. Please don't hesitate to contact me with any questions. If the scope and terms are acceptable, please sign as indicated and return a copy to me.

Sincerely,



Mark O'Neill  
Senior Associate

**EXHIBIT  
A (5 of 8)**

**Standard Addendum to Professional Services Proposal-Agreement**

Section 1: Payment Terms

An initial payment of \$5,000 shall be sent upon execution of this proposal-agreement, which amount will be credited to the outstanding balance on the final invoice(s) submitted to Client. Payment of the retainer should be sent, along with one executed copy of this proposal-agreement, to:

Managing Principal  
GREENSTREET LTD.  
212 West Tenth Street  
Suite A-310  
Indianapolis, Indiana 46202

For each monthly billing period ("Billing Period"), GREENSTREET LTD. will submit invoices to Client for services and reimbursable expenses. Amounts invoiced will be in proportion to the services performed during the preceding billing period. Amounts invoiced for reimbursable expenses, consultants' fees and additional services will be based on amounts incurred and services performed through the invoice date.

Invoices are due and payable within 15 days of receipt. Interest, at the highest rate permitted under applicable law, will accrue on all accounts not paid within 45 days of the invoice receipt date and, in addition, Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by GREENSTREET in connection with the collection of the overdue accounts of Client. GREENSTREET retains the right to halt work and the right to withhold delivery of the final report pending receipt of any overdue payments.

Section 2: Reimbursable Expenses

The following costs, if applicable, will be billed at direct cost, subject to approval by Client:

Delivery charges (air freight, messenger service, postage, etc.);

Long-distance telephone charges;

Outside secondary data required for the completion of this engagement, such as on-line database charges if billed separately, other publications, reports, maps and other miscellaneous out-of-pocket charges;

Additional report copies; and

Travel expenses.

Section 3: Acceptance

Acceptance of this proposal-agreement is completed upon receipt of one executed copy of the proposal-agreement. If GREENSTREET is not in receipt of a fully executed copy within thirty (30) days from the date thereof, this proposal-agreement shall be of no further force and effect and shall be deemed withdrawn

Section 4: Additional Services

In addition to the scope of work covered in this proposal-agreement, GREENSTREET will be available for work, including team meetings; planning and design review; presentations to stakeholders, investors, lenders and/or public

**EXHIBIT  
A (6 of 8)**

agencies; periodic updating of reports; financial analysis; brokerage; strategic planning; and other activities related to this engagement.

Additional meetings and presentations will be billed for professional time and expense based on the current hourly or per diem rate. Proposals for other services, indicating scope of work and time and fee schedule, will be submitted upon request. Professional time for court appearances, depositions and public hearings will be billed at 150% of the prevailing hourly rates.

**Section 5: Client's Responsibilities**

Client agrees to provide complete, reliable information about its requirements for the engagement and, at its expense, shall furnish the information, surveys and reports, if any. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the engagement as may be required from time to time, to be provided by Client for the performance of GREENSTREET's works. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this proposal-agreement and agrees to render any decisions promptly to avoid unreasonable delay to the engagement and the performance of GREENSTREET's work.

**Section 6: Termination**

The proposal-agreement may be terminated by either Client or GREENSTREET by giving written notice at least seven (7) days prior to the date of termination. Upon receiving a written termination notice from Client, GREENSTREET shall immediately suspend work on the engagement pending the effectiveness or withdrawal of Client's notice of termination. In the event of such termination, Client shall pay GREENSTREET for services and reimbursable expenses performed or incurred to the termination date.

**Section 7: Use of Documents and Use of Name**

It is understood by GREENSTREET that the findings from this engagement ("Report") are the proprietary property of the Client and will not be made available to any other organization or individual without consent of the Client. GREENSTREET shall not reference or use the Client name, logo or otherwise in any public document, marketing or the like unless agreed to in writing by Client.

**Section 8: General Limiting Conditions**

It is understood by the Client that GREENSTREET can make no guarantees about the recommendations which will result from the proposed engagement, because these recommendations must be based upon facts discovered by GREENSTREET while the study and those conditions existing as of the date of the Report.

If applicable, the final Report furnished by GREENSTREET may contain a statement of General Limiting Conditions, as follows:

"Every reasonable effort has been made to ensure that the data contained in this study reflect the most accurate and timely information possible and it is believed to be reliable. This study is based on estimates, assumptions, and other information developed by GREENSTREET from its independent research efforts, general knowledge of the industry and consultations with the Client and its representatives. No responsibility is assumed for inaccuracies in reporting by the Client, its agent and representatives or any other data source used in preparing or presenting this study.

"This report is based on information that was current as of the date of the report and GREENSTREET has not undertaken any update of its research effort since such date.

**EXHIBIT  
A (7 of 8)**

“The report may contain prospective financial information, estimates or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or assurances that a particular level of revenue or profit will be achieved, that events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis may vary from those described in our report and the variations may be material. Therefore, no warranty or representation is made by GREENSTREET that any of the projected values or results contained in this study will actually be achieved.

“Possession of this study does not carry with it the right of publication thereof or to use the name “GREENSTREET” in any manner without first obtaining the prior written consent of GREENSTREET. This report is not to be used in conjunction with any public or private offering of securities or other similar purpose where it may be relied upon to any degree by any person other than the Client without first obtaining the prior written consent of GREENSTREET.”

Section 9: Arbitration JK

~~Any disputes, claims or other matters arising out of or relating to this proposal-agreement or the breach hereof shall be settled by arbitration in Indiana in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered into any court having jurisdiction hereof. In the event of any arbitration or other legal proceedings pertaining to this proposal-agreement, including the enforcement of any arbitration award, the prevailing party shall be entitled to recover all legal expenses, including reasonable attorney's fees.~~

Section 10: Miscellaneous

By executing the proposal-agreement for this engagement, Client and GREENSTREET each bind themselves and their successors and assigns to this proposal-agreement. Neither Client nor GREENSTREET shall assign or transfer their interest in this proposal-agreement without the written consent of the other.

This proposal-agreement represents the entire agreement between Client and GREENSTREET. This proposal-agreement may be amended only in writing, signed by both Client and GREENSTREET.

This proposal-agreement shall be governed under Indiana law.

  
Client \_\_\_\_\_



By Michael Hollibaugh

**EXHIBIT  
A (8 of 8)**

## 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

\_Jeff Kingsbury\_\_\_\_\_, 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 \_\_Greenstreet Ltd\_\_ (the "Employer") in the position of \_\_Managing Principal\_\_\_\_\_.
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 \_9th\_\_\_\_\_ day of \_\_June\_\_\_\_\_, 2020\_.



Printed: \_Jeff Kingsbury\_\_\_\_\_

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: \_\_Jeff Kingsbury\_\_\_\_\_

# City of Carmel

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

INDIANA RETAIL TAX EXEMPT  
 CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
 35-6000972

PURCHASE ORDER NUMBER

**104043**

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
6/9/2020			366695	Professional services for CY 2020 not to exceed \$71,895.00 including \$2,000.00 in expenses

<b>GREENSTREET LTD</b>	<b>Dept of Community Service</b>
<b>VENDOR 212 WEST 10TH STREET</b>	<b>SHIP TO 1 Civic Square</b>
<b>SUITE A-310</b>	<b>Carmel, IN 46032-</b>
<b>INDIANAPOLIS, IN 46202 -</b>	

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47237				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1192 Fund: 101 General Fund

Account: 43-404.00

1 Each

Updating 31 Corridor

**\$71,895.00**      **\$71,895.00**  
 Sub Total      **\$71,895.00**



Send Invoice To:

Dept of Community Service

1 Civic Square

Carmel, IN 46032-

Services for CY 2021 not to exceed \$51,580.00 including \$500.00 in expenses. Total project over 2 years \$123,475.00.

**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**

**\$71,895.00**

\* 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

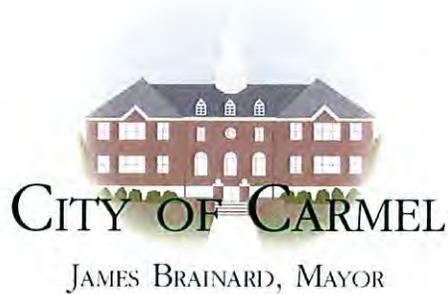
Mike Hollibaugh  
 Director

James Crider  
 Director of Administration

TITLE

CONTROLLER

CONTROL NO. **104043**



June 2, 2020

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

**RE: RIGHT OF WAY DEDICATION-ALLEY BETWEEN LOTS 13 & 14, HENRY ROBERTS HEIRS ADDITION TO CARMEL**

Dear Board Members:

Rebecca McGuckin, Community Collaborator with Old Town Companies, LLC, has requested the Board provide a favorable recommendation for the vacation of dedicated Right of Way for the platted alley located between lots 13 & 14 of the Henry Roberts Heirs Addition (120 and 126 1<sup>st</sup> Ave NW). The alley currently serves as a shared driveway for the adjacent parcels. Both parcels are planned to be redeveloped to include removing the shared driveway and replacing it with driveways accessible from the west.

Per the current City procedure for vacating public right-of-way, the City Engineer is responsible for validating the accuracy of the legal description provided by the surveyor and completeness of the vacation package. Based on the information provided to the Department of Engineering by the Petitioner, the petition, legal description and exhibit appears to be accurate.

Upon approval by the Board, the petitioner will provide appropriate documentation to the Clerk-Treasurer's office that will be presented to the Carmel City Council for final resolution.

The Department of Engineering recommends the Board provide a favorable recommendation for the vacation of the Right-of-Way as shown on the attached exhibit.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: VACATION PETITION AND EXHIBITS

S:\shared\NEW SHARED DRIVE\BPW\2020\ROW DEDICATIONS & VACATIONS\ALLEY VACATION-126 1<sup>ST</sup> AVE NW.docx

DEPARTMENT OF ENGINEERING  
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439  
EMAIL: [engineering@carmel.in.gov](mailto:engineering@carmel.in.gov)

**PETITION TO VACATE A PUBLIC WAY**  
**LOCATED ENTIRELY WITHIN**  
**THE CORPORATE BOUNDARIES OF CARMEL, INDIANA**

1. Rebecca McGuckin ("Petitioner"), pursuant to Indiana Code §36-7-3-12, does hereby respectfully petition the Common Council of the City of Carmel, Indiana, for the vacation of those portions of the existing Public Way of a 10 feet alley between lots 13 and 14 in Henry Robert's Heirs addition, addressed as 120 and 126 1<sup>st</sup> Ave NW located entirely within the corporate boundaries of Carmel, Indiana, as is more particularly described below and in the exhibit attached hereto and made a part hereof.
2. The portion of the Public Way being vacated is more particularly described in Exhibit "A" and depicted in Exhibit "B" hereto, which are incorporated herein by this reference.
3. In support of this petition, the Petitioners submits the following:

With the newly, brick paved alley in the back, entry from behind (west) of the homes and vacation of the existing alley between the lots will utilize existing improvements and enhance the streetscape in front of both homes, 120 and 126 1<sup>st</sup> Ave NW.
4. The following are the names and addresses of the owners of land which abut the property proposed to be vacated:
  1. Old Town Companies LLC, 1132 S Rangeline Rd., Suite 200, Carmel, IN 46032

WHEREFORE, the Petitioner respectfully requests the vacation of the above described Public Way.



Signature

Rebecca McGuckin  
Printed Name

June 18, 2020  
Date

Before me, a Notary Public in and for said County and State, personally appeared Rebecca McGuckin and acknowledged the execution of the foregoing "Petition to Vacate a Public Way" as his/her voluntary act and deed.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of June, 2020



Casey J Shinauer  
Notary Public

Casey J Shinauer  
(Printed Signature)

My Commission Expires:  
July 23, 2026

My County of Residence:  
Hamilton

State of Indiana        )  
                                  )SS:  
County of Hamilton    )

This instrument was prepared by Rebecca McGuckin, Community Collaborator, Old Town Companies, 1132 S Rangeline Rd, Carmel, IN, 46032

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Rebecca McGuckin

Recommended for Approval to the Common Council of the City of Carmel, Indiana,  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***CITY OF CARMEL, INDIANA***  
***Board of Public Works and Safety***

By:

\_\_\_\_\_  
James Brainard, Mayor

\_\_\_\_\_  
Lori Watson, Member

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

Attest:

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

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

# VACATION EXHIBIT A

ALLEY BETWEEN LOTS 13-14, HENRY ROBERTS HEIRS ADDITION  
CARMEL, INDIANA

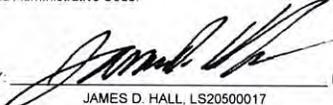
LAND DESCRIPTIONS

A 10 FEET ALLEY BETWEEN LOTS 13 AND 14 IN HENRY ROBERTS HEIRS ADDITION TO THE TOWN OF CARMEL, INDIANA AS PER PLAT THEREOF RECORDED IN DEED RECORD 97, PAGE 12 IN THE RECORDERS OFFICE OF HAMILTON COUNTY INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 14 RUN THENCE SOUTH 89° 41' 22" WEST, 155.18 FEET, ALONG THE NORTH LINE OF SAID LOT, TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE EAST RIGHT OF WAY OF AN EXISTING 10 FOOT ALLEY, NORTH 00° 18' 14" WEST, 10.00 FEET TO THE SOUTHWEST CORNER OF LOT 13 IN SAID ADDITION; THENCE ALONG THE SOUTH LINE THEREOF, NORTH 89° 41' 22" EAST, 155.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE ALONG THE WEST RIGHT OF WAY LINE OF 1ST AVENUE NORTHWEST, SOUTH 00° 18' 37" EAST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15,518 SQUARE FEET (0.036 AC) MORE OR LESS.

LAND SURVEYOR'S CERTIFICATE

The undersigned, a Registered Land Surveyor of the State of Indiana does hereby certify that the attached plat and above legal description were prepared under his direct supervision, and to the best of his knowledge and belief was executed in accordance with the requirements of the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code.

CERTIFIED BY:  DATE: 6/17/2020  
JAMES D. HALL, LS20500017



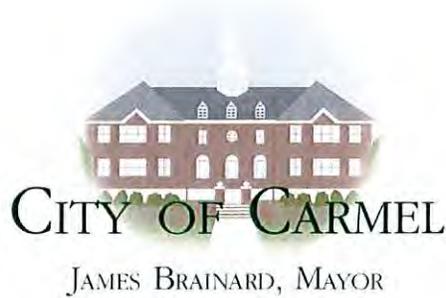
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. JAMES D. HALL

Prepared by: JAMES D. HALL

Filename: C:\Civl 3D Projects\2020\20-013 CARMEL REPLAT\20-013 vac exhibit.dwg -- User: JD HALL -- Jun 17, 2020 -- 1:31pm copyright © by J.D Hall Land Surveying, 2020

<b>JD HALL LAND SURVEYING</b> <small>A VETERAN OWNED SMALL BUSINESS</small>					
OFFICE: 803 S. OHIO ST SHERIDAN, IN 46069 Ph. 317-696-3564 alandsurveyor@ yahoo.com	DWG: JDH CHK: JDH DATE: DATE FB: 8/11 FIELDWORK	CARMEL  CLAY TOWNSHIP HAMILTON COUNTY, INDIANA			
6/6/2020					
			NO.	DATE	DESCRIPTION
					BY





June 23, 2020

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

**RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – DUKE ENERGY– AERIAL FACILITY MAINTENANCE**

Dear Board Members:

Ms. Nicole Halbert with Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to replace existing equipment on existing utility poles in various locations (exhibits attached). This maintenance work is scheduled to begin upon board approval.

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

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

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



USP: SUBSTATION, CARMEL SPRINGMILL (547)  
 USP: 626 W MAIN ST  
 USP:  
 USP:  
 USP:



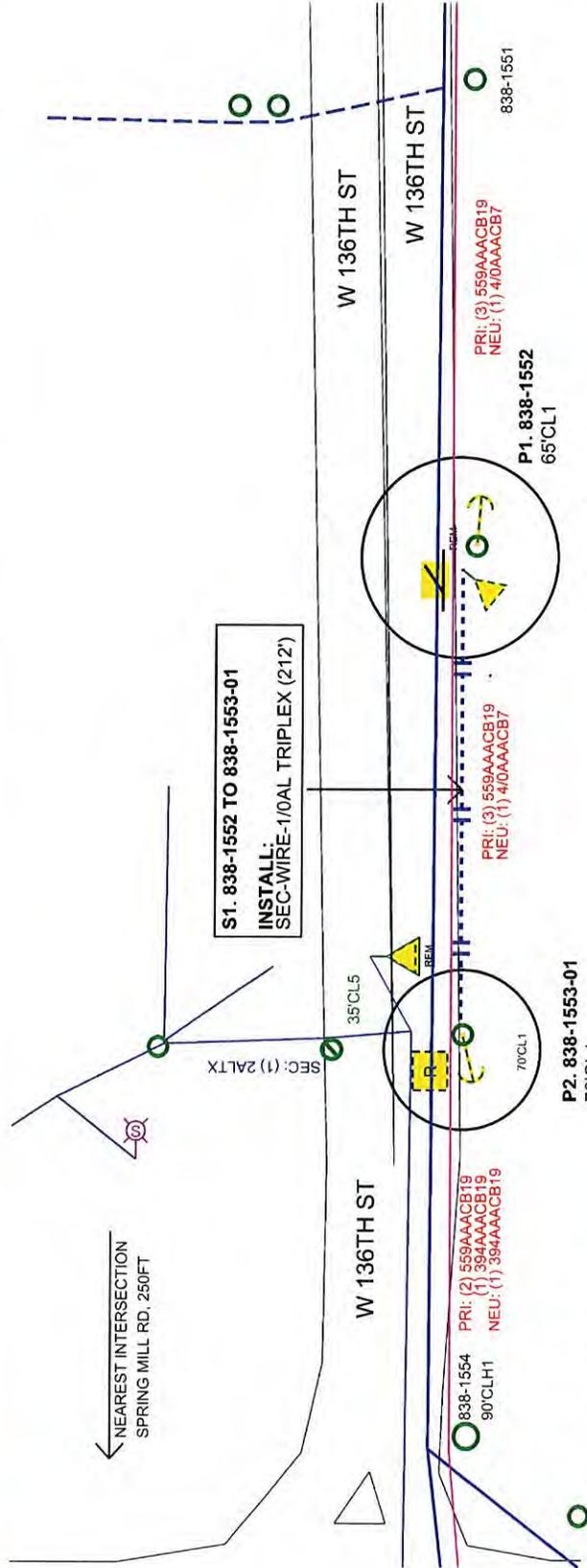
?:  
?:  
?:  
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Safety Reminders / Adverse Conditions



**Work Zone General Comments:**  
**REMEMBER "YOUR CIRCLE OF SAFETY"**  
**TRAFFIC FLAGGING - 16 HRS**

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



**P2. 838-1553-01 70'CL1**

**REMOVE:**  
 26140DUK(TFMR 15KVA PH C)  
 (MX8883711)

**INSTALL:**  
 23541ELADUK(3P ELECTRONIC RECLOSER)  
 1KVA TRANSFORMER PH B  
 02.04-102(SEC GUY)  
 02.04-126(ANCHOR)  
 (MX8883711)

**NOTES:**  
 CADD-FLAGGING-M(8 HOURS)  
 -MOVE TRANSFORMER TO  
 CREATE ROOM FOR RECLOSER  
 AND INSTALL SWITCHES

**ADDRESS:**  
 SOUTH OF 13603 SPRING MILL RD,  
 CARMEL, IN 46032  
 LAT: 39.984898, LNG: -86.163800

**P2. 838-1553-01 70'CL1**

**838-1554**  
 90'CLH1  
 PRI: (2) 559AAAACB19  
 (1) 394AAAACB19  
 NEU: (1) 394AAAACB19

**S1. 838-1552 TO 838-1553-01**  
**INSTALL:**  
 SEC-WIRE-1/0AL TRIPLEX (212')

**838-1552**  
 65'CL1  
 PRI: (3) 559AAAACB19  
 NEU: (1) 40AAAACB7

**P1. 838-1552 65'CL1**

**REMOVE:**  
 03.11-120(3PH DBL DE)  
 08.00-105(3PH SWITCH)  
 (MX8883711)

**INSTALL:**  
 03.11-120(3PH DBL DE)  
 26140DUK(TFMR 25KVA PH C)  
 02.04-102(SEC GUY)  
 02.04-126(ANCHOR)  
 (MX8883711)

**NOTES:**  
 CADD-FLAGGING-M(8 HOURS)  
 -REPLACE SWITCH WITH 3PH  
 DDE AND MOVE TRANSFORMER  
 TO RESTORE SERVICE

**ADDRESS:**  
 SOUTH OF 13603 SPRING MILL RD,  
 CARMEL, IN 46032  
 LAT: 39.984883, LNG: -86.163005

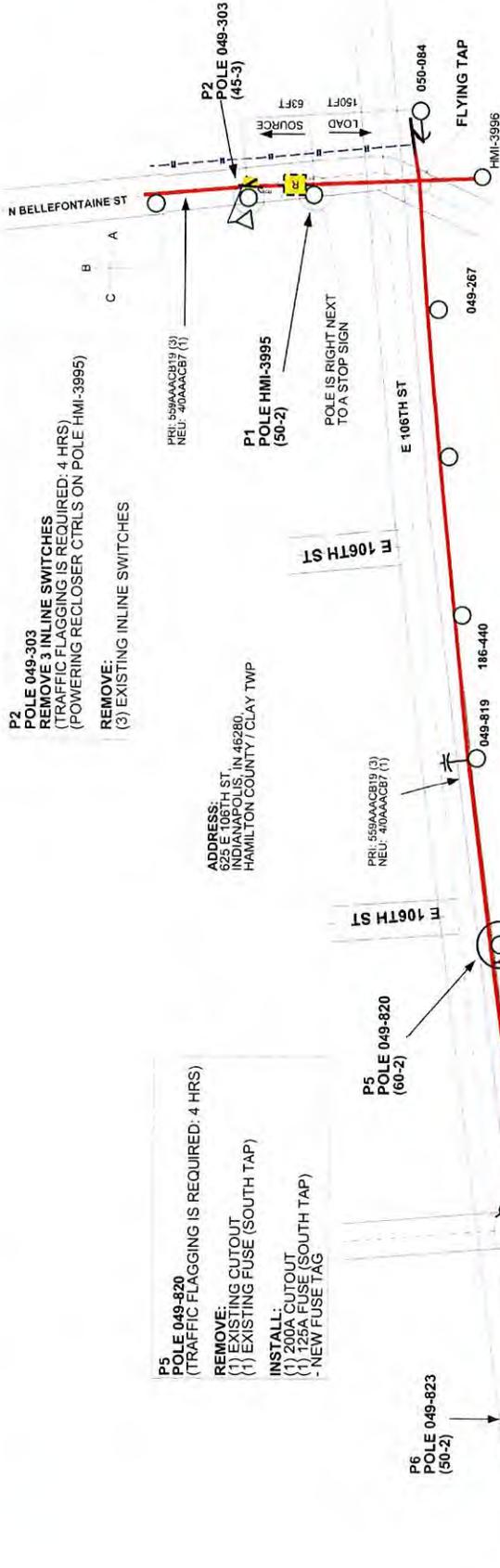
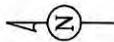
Work Order Number	8883711
Customer/Contact	STEVEN WINKLE
Contact Phone	812-337-3055
Job Site Address	SOUTH OF 13603 SPRING MILL RD
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Maxx Day
Designer Phone	513-918-2252 EXT 3037
Circuit ID	NI1325471283
Primary Voltage	12.47 / 7.2 KV
Permit Required	Yes - No, X
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Sheet 1 OF 9  
 Scale = 1"=75'



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



**P2 POLE 049-303**  
 REMOVE 3 INLINE SWITCHES  
 (TRAFFIC FLAGGING IS REQUIRED: 4 HRS)  
 (POWERING RECLOSER CTRLS ON POLE HMI-3995)  
**REMOVE:**  
 (3) EXISTING INLINE SWITCHES

**P5 POLE 049-820**  
 (TRAFFIC FLAGGING IS REQUIRED: 4 HRS)  
**REMOVE:**  
 (1) EXISTING CUTOUT  
 (1) EXISTING FUSE (SOUTH TAP)  
**INSTALL:**  
 (1) 200A CUTOUT  
 (1) 125A FUSE (SOUTH TAP)  
 - NEW FUSE TAG

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

**P5 POLE 049-820**  
 (60-2)  
 PRI: 559AAAACB19 (3)  
 NEU: 40AAAACB7 (1)

**P6 POLE 049-823**  
 (TRAFFIC FLAGGING IS REQUIRED: 4 HRS)  
**REMOVE:**  
 (1) EXISTING CUTOUT  
 (1) EXISTING FUSE (SOUTH TAP)  
**INSTALL:**  
 (1) 200A CUTOUT  
 (1) 125 A FUSE (SOUTH TAP)  
 - NEW FUSE TAG

**P1 POLE HMI-3995**  
 INSTALL ELASTIMOLD RECLOSER  
 (TRAFFIC FLAGGING IS REQUIRED: 10 HRS)  
 (A PLUS FLAGGING LIGHT POSITION)  
 (SECONDARY POWER FROM BACK POLE 049-303)  
**INSTALL:**  
 (1) 3PH ELASTIMOLD RECLOSER (08.06-220)  
 (1) DOUBLE DEADEND OPTION (08.08-105)  
**NOTES:**  
 \*IMPORTANT: THERE IS A DOWNSTREAM FLYING TAP IN  
 THE INTERSECTION JUST SOUTH OF POLE HMI-3995  
**TRANSFERS:**  
 (5) 559AAAACB19 (PRI)  
 (2) 40AAAACB7 (NEU)

Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	625 E 106TH ST
City	HOMEPLACE
County	HAMILTON / CLAY TWP
State, Zip	IN, 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Circuit ID	HOMEPLACE (430) CIR 1247
Primary Voltage	12.4717.2 KV
Permit Required	Yes - NX
Permit Type/No	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



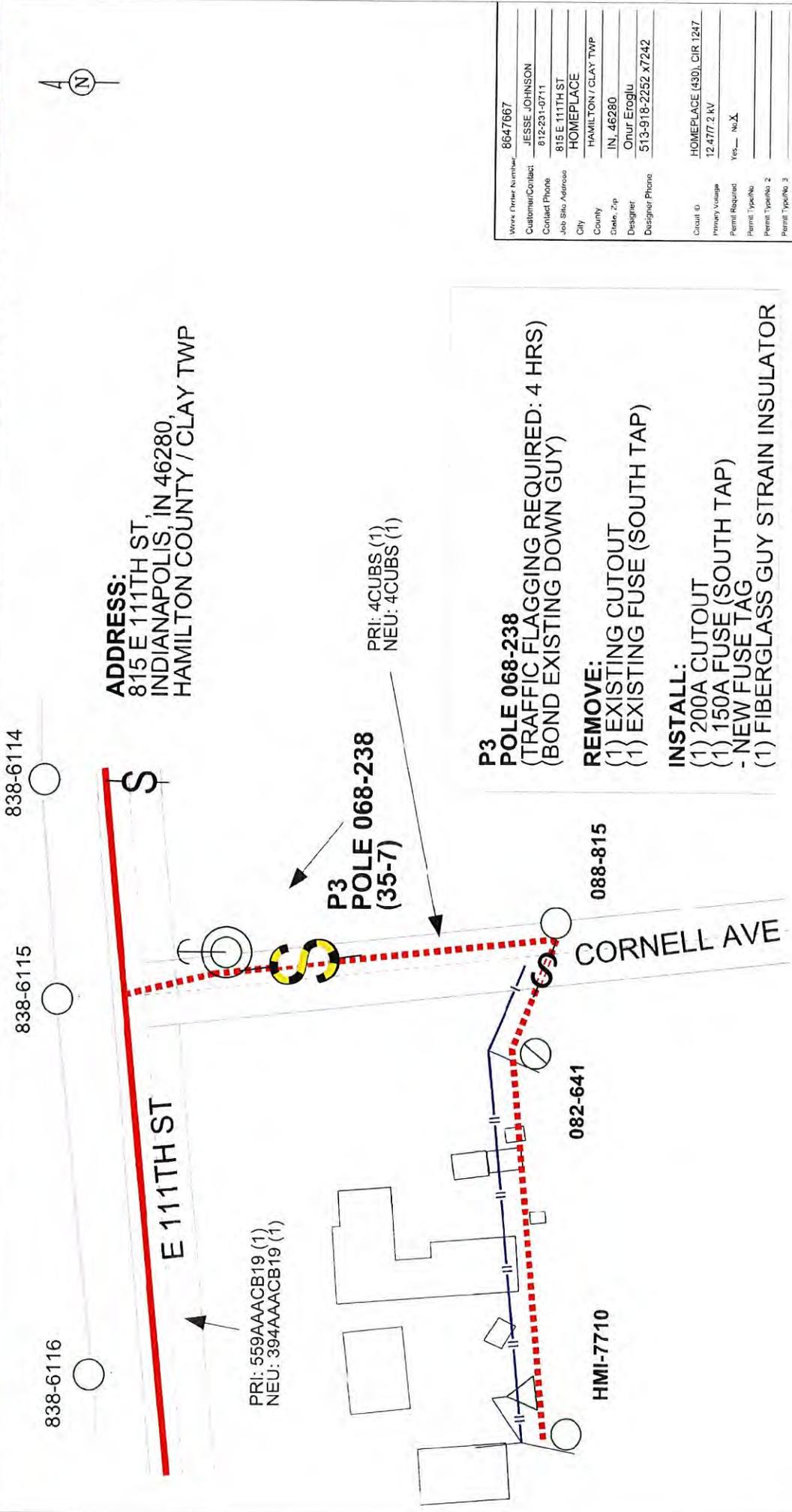
USP: HOMEPLACE (430), CIRCUIT 1247 (12.4777.2 KV)  
 1) HOMEPLACE (430) SUBSTATION, 1328 S 11TH ST, INDIANAPOLIS, IN



Safety Reminders / Adverse Conditions

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

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



Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-0711
Job Site Address	815 E 111TH ST
City	HOMEPLACE
County	HAMILTON / CLAY TWP
Circle Zip	IN, 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Circuit ID	HOMEPLACE (430), CIR 1247
Primary Voltage	12.4777.2 KV
Permit Required	Yes No X
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	





USP: HOMEPLACE (430), CIRCUIT 1247 (12.47/17.2 KV)  
 1) HOMEPLACE (430) SUBSTATION, 1328 S 11TH ST, INDIANAPOLIS, IN



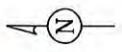
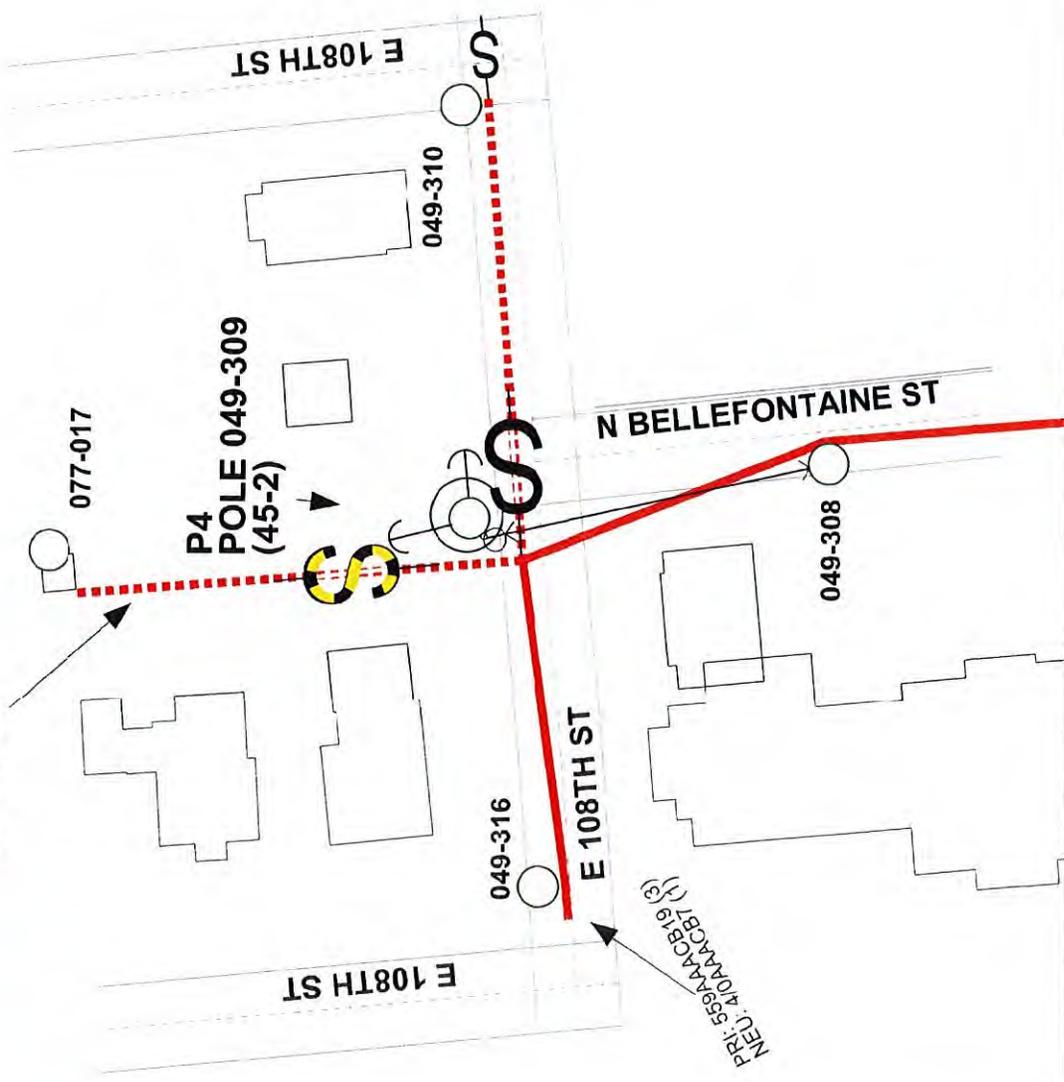
Safety Reminders / Adverse Conditions



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

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

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



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

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

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

Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	802 E 108TH ST
City	HOMEPLACE
County	HAMILTON / CLAY TWP
State / Zip	IN, 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 x7242
Circuit ID	HOMEPLACE (430), CIR 1247
Primary Voltage	(12.47/17.2KV)
Permit Required	Yes No <input checked="" type="checkbox"/>
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



Sheet 3 OF 7  
 Scale = NTS



WZS: REMEMBER "YOUR CIRCLE OF SAFETY"



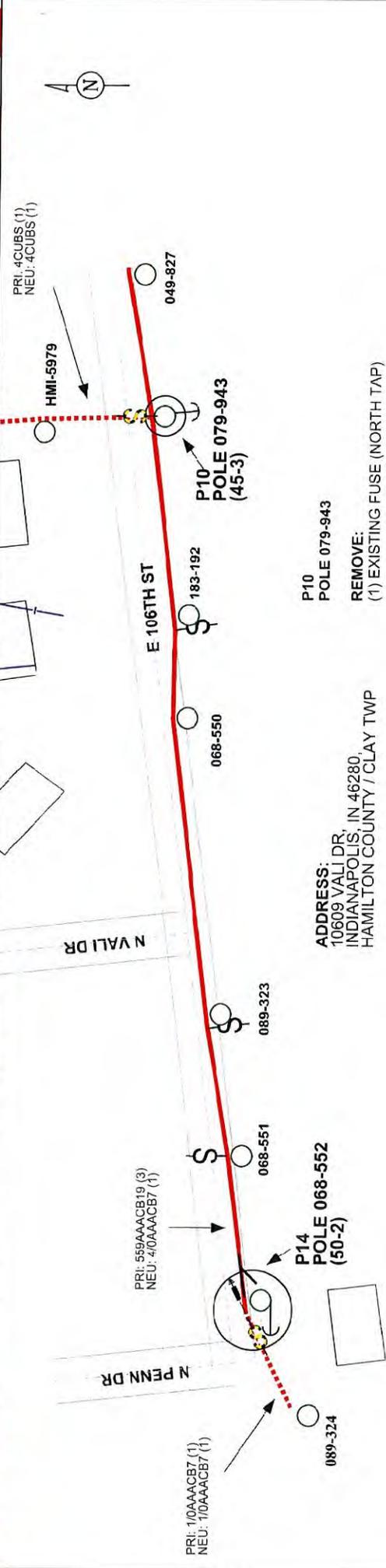
Safety Reminders / Adverse Conditions



USP: HOMEPLACE (430), CIRCUIT 1247 (12.47/2 KV)  
 USP: 1) RECLOSER, 800 EAST HWY 2500, 10609 VALI DR, INDIANAPOLIS, IN  
 USP: 1) HOMEPLACE (430), SUBSTATION, 1328 3 11TH ST, INDIANAPOLIS, IN

**SAFETY First**  
 PERSONAL ACCOUNTABILITY  
 ACTIVE CHANGING  
 INDIAN ACCOUNTABILITY

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



**P10**  
 POLE 079-943  
 REMOVE:  
 (1) EXISTING FUSE (NORTH TAP)  
 INSTALL:  
 (1) 80A FUSE (NORTH TAP)  
 - NEW FUSE TAG

**P14**  
 POLE 068-552  
 REMOVE:  
 (1) EXISTING FUSE (SW TAP)  
 INSTALL:  
 (1) 80A FUSE (SW TAP)  
 - NEW FUSE TAG

Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	10609 VALI DR
City	HOMEPLACE
County	HAMILTON / CLAY / WIP
Grade / Zip	IN, 46280
Designer	ONUR EROGLU
Designer Phone	513-916-2252 X / 242
Circuit ID	HOMEPLACE (430), CIRCUIT 1247
Primary Voltage	12.47/12.47 KV
Permit Required	Yes No X
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	





USP: HOMEPLACE (430), CIRCUIT 1247 / 7.2KV  
 1) FUSE UNKNOWN TYPE AND SIZE FOR 1247 / 7.2KV  
 2) RECLOSER 800 EMST, POLE HMI-5995 @ 3002 E 106TH ST, INDIANAPOLIS, IN  
 3) HOMEPLACE (430) SUBSTATION, 1328 3 11TH ST, INDIANAPOLIS, IN



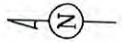
Safety Reminders / Adverse Conditions

? LIMITED ACCESS  
 ?  
 ?  
 ?

WZS: REMEMBER "YOUR CIRCLE OF SAFETY"



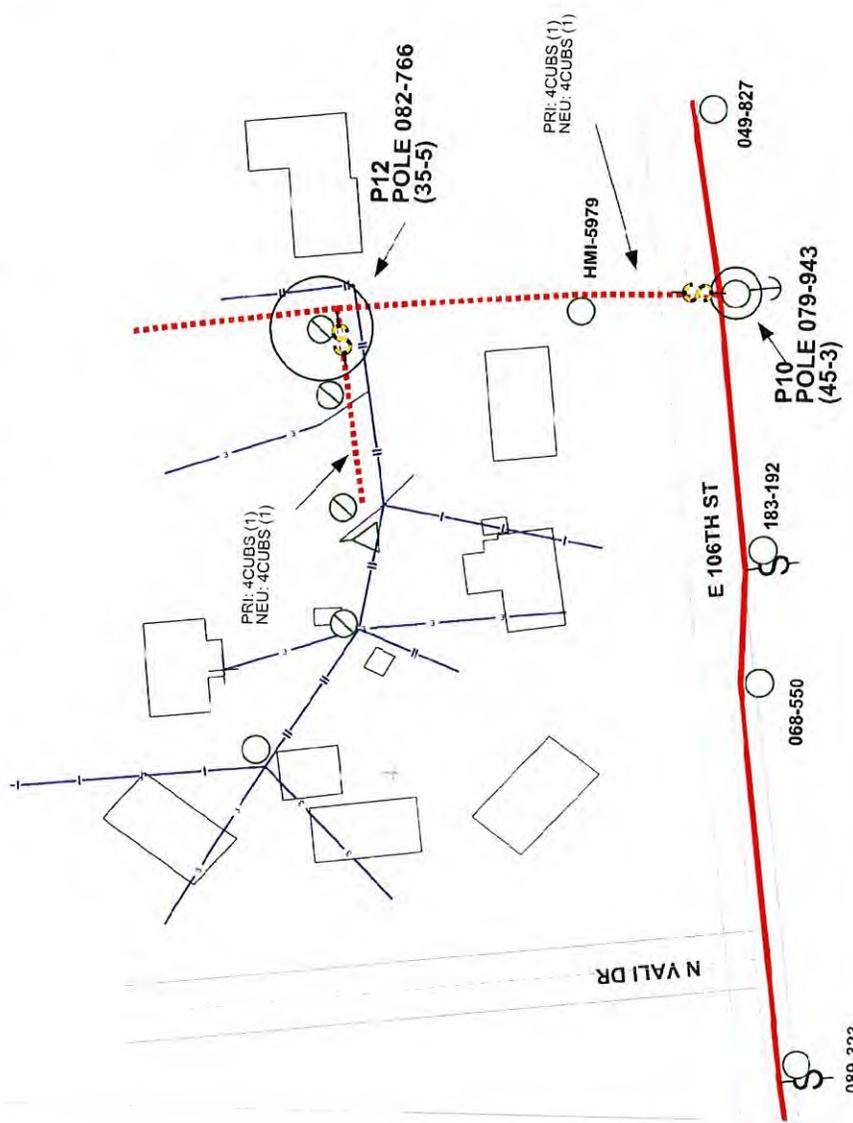
REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



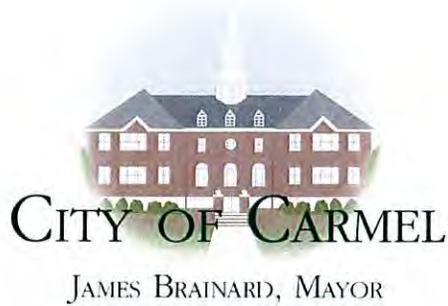
ADDRESS:  
 350 E 106TH ST,  
 INDIANAPOLIS, IN 46280  
 HAMILTON COUNTY/ CLAY TWP

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

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



Work Order Number	8647667
Customer/Contact	JESSE JOHNSON
Contact Phone	812-231-6711
Job Site Address	350 E 106TH ST
City	HOMEPLACE
County	HAMILTON / CLAY / WIP
State, Zip	IN, 46280
Designer	Onur Eroglu
Designer Phone	513-918-2252 X7242
Circuit ID	HOMEPLACE (430), CIRCUIT 1247
Primary Voltage	12.47 / 7.2KV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No	
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



June 23, 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 – CSU– AERIAL CABLE**

Dear Board Members:

CSU Inc is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and approval of related lane restrictions in order to place aerial fiber optic cable along 96<sup>th</sup> Street and Michigan Road (exhibit 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-CSU-96<sup>th</sup> & Michigan.docx

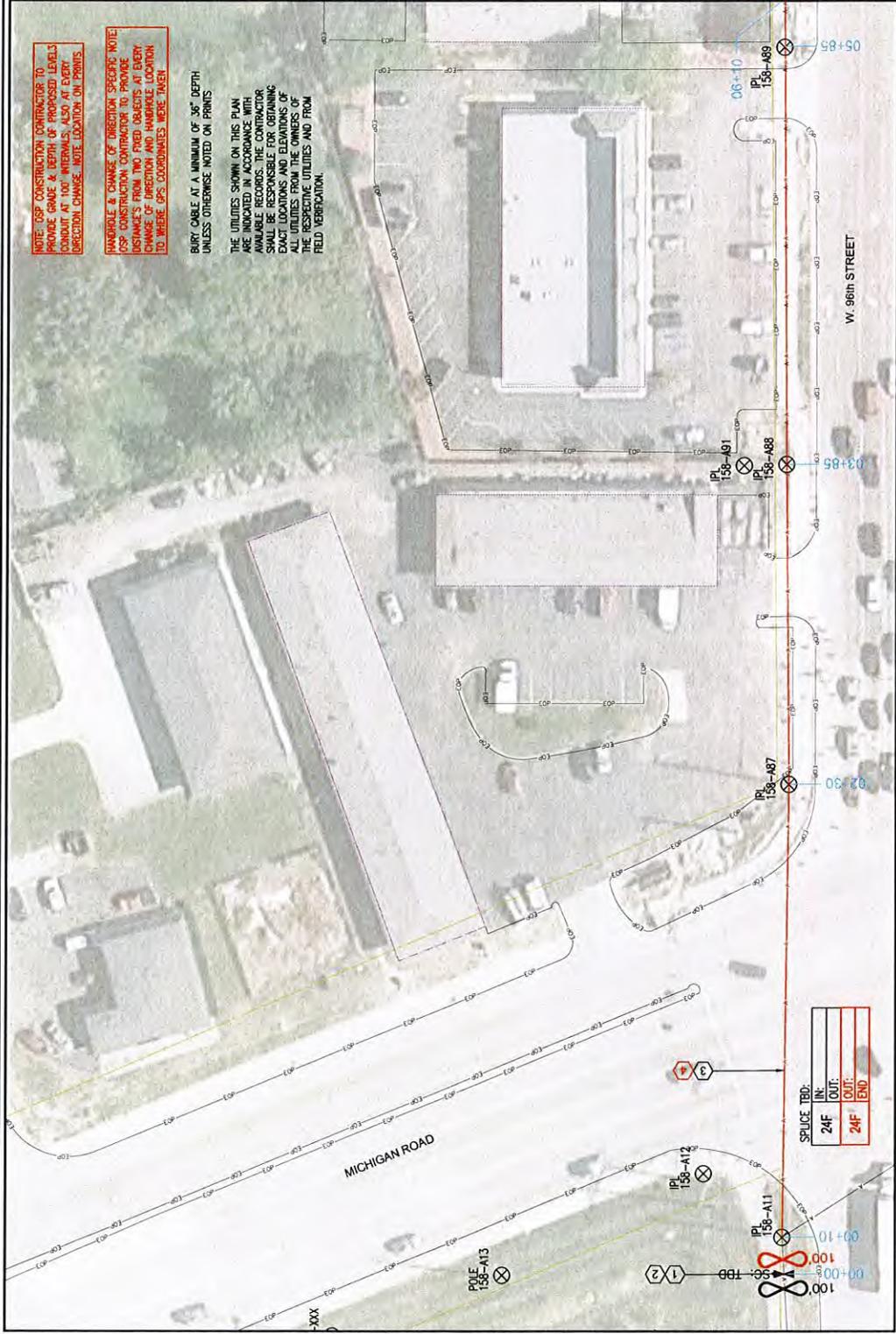
CONSTRUCTION NOTES

- 1 STRAND TYPE: 6/6  
STRAND LENGTH: CONT.  
NOTES:
- 2 CABLE FIBERS: 24F  
CABLE OWNER: LEVEL 3  
CABLE LENGTH: CONT.
- 3 EXISTING MID-SHEATH SPLICE CASE  
SLICE CASE # 180  
NOTES: INSTALL 100'(FT) SLACK LOOP
- 4 STRAND TYPE: 6/6  
STRAND LENGTH: 10'  
NOTES: OVERLAP
- 5 CABLE FIBERS: 24F  
CABLE OWNER: LEVEL 3  
CABLE LENGTH: 710'
- 6 SEE OSP SHEET # 6

NOTE: OSP CONSTRUCTION CONTRACTORS TO PROVIDE ADEQUATE PROTECTION OF ALL UTILITIES AND STRUCTURES AT ALL INTERVALS, ALSO AT EVERY DIRECTION CHANGE. NOTE LOCATION ON PRINTS.

ADJUSTABLE & CHANGE OF DIRECTION SPECIFIC NOTE: OSP CONSTRUCTION CONTRACTOR TO PROVIDE ADEQUATE PROTECTION OF ALL UTILITIES AND STRUCTURES AT ALL INTERVALS, ALSO AT EVERY DIRECTION CHANGE. NOTE LOCATION ON PRINTS. TO THESE GPS COORDINATES WERE TAKEN.

BURY CABLE AT A MINIMUM OF 36" DEPTH UNLESS OTHERWISE NOTED ON PRINTS. THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED BY COLOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.



NETBUILD - N592487  
FW PROJECT - N.712964  
CONTRACTOR - CSU  
PERMIT REQUIRED  
City of Indianapolis



Construction Plans

OCM GROUP  
OCM ENGINEERING  
1728 CHURCHMAN AVE.  
INDIANAPOLIS, INDIANA 46203  
CELL: (317) 844-9949

NO.	DATE	ENG. DESIGN	DRAFTING	COMMENT
1	4/10/2020	NOM		ORIGINAL
2				AS-BUILT
3				REVISION # 0



LEVEL 3 ENGINEER, Mark Dechant  
ENGINEERING FIRM, OCM Engineering, 317-444-0949  
PROJECT NUMBER, N592487, (20-07D-0006)  
LOCATION, 3905 W 96th Street, Indianapolis, IN 46288

DRAWING NAME: CONSTRUCTION PLANS  
DRAWING NUMBER: N592487  
SHEET: 5 OF 14

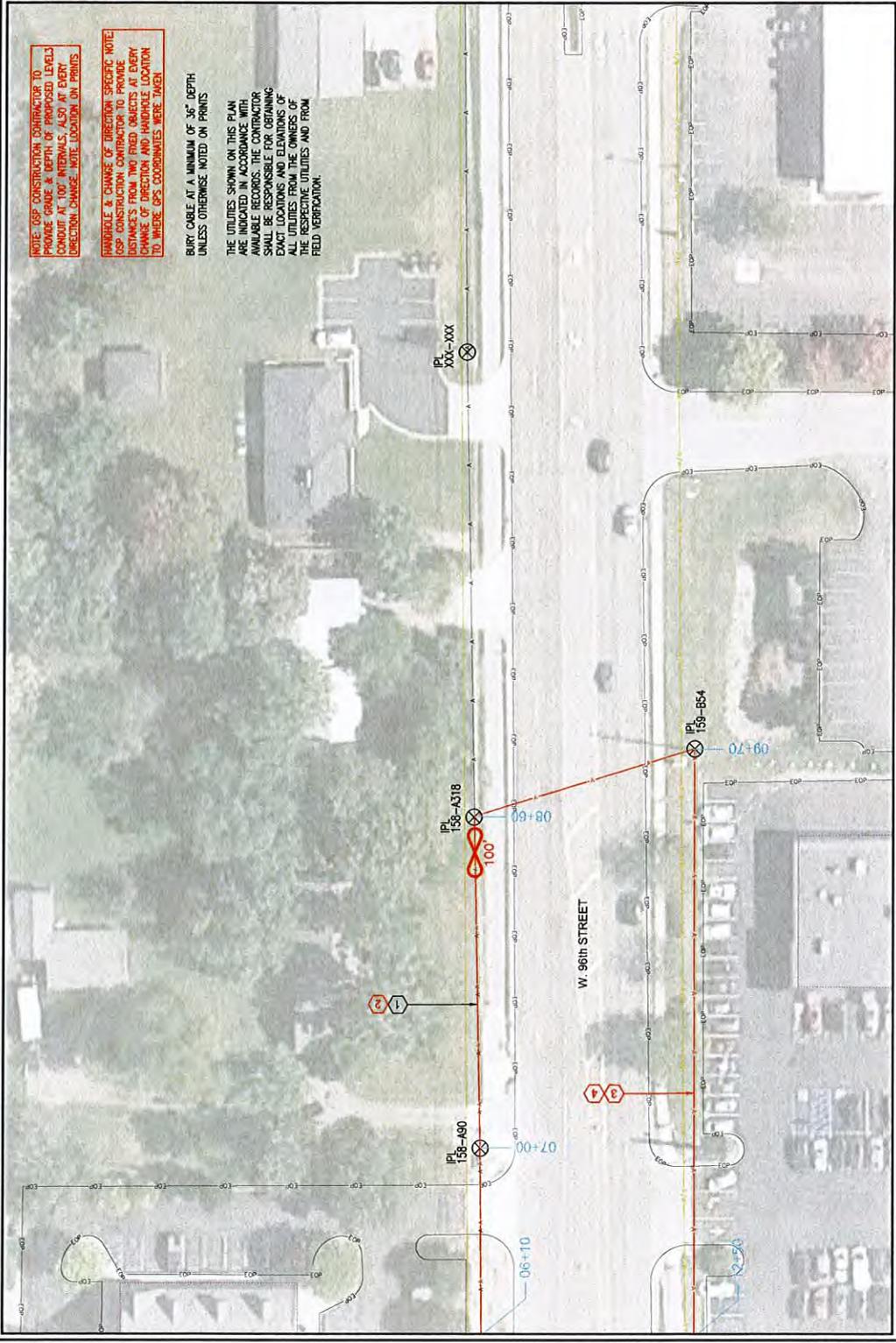
CONSTRUCTION NOTES

- ① STRAND TYPE 6 BM  
STRAND LENGTH 250'  
NOTES: OVERLAP
- ② CABLE FIBERS: 24F  
CABLE OWNER LEVEL 3  
CABLE LENGTH: 250'
- ③ STRAND TYPE 6 BM  
LENGTH: 360'  
NOTES: INSTALL STORAGE LOOP
- ④ CABLE FIBERS: 24F  
CABLE OWNER LEVEL 3  
CABLE LENGTH: 400'
- ⑤ SEE OSP SHEET # 7

NOTE: OSP CONSTRUCTION CONTRACTOR TO PROVIDE GRADE & DEPTH OF PROPOSED LEVELS CONDUIT AT 100' INTERVALS, ALSO AT EVERY DIRECTION CHANGE. NOTE LOCATION ON PRINTS.

REMARK: A CHANGE OF DIRECTION SPORES NOTE: OSP CONSTRUCTION CONTRACTOR TO PROVIDE DISTANCE'S FROM TWO FIXED OBJECTS AT EVERY CHANGE OF DIRECTION AND HANDHOLE LOCATION TO WHERE GPS COORDINATES WERE TAKEN.

BURY CABLE AT A MINIMUM OF 36" DEPTH UNLESS OTHERWISE NOTED ON PRINTS. THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.



**811**  
 Know what's below.  
 Call before you dig.

NETBUILD - N592487  
 FW PROJECT - N.712964  
 CONTRACTOR - CSU  
 PERMIT REQUIRED  
 City of Indianapolis

SCALE: 1"=50'

**OCM GROUP**  
 OCM ENGINEERING  
 1728 CHURCHMAN AVE  
 INDIANAPOLIS, INDIANA 46203  
 CELL: (317) 944-6948

NO.	DATE	ENG.	DESIGN	DWGTG.	COMMENT
1	4/10/2020	NON			ORIGINAL
2					AS-BUILT

**Level 3**  
 COMMUNICATIONS

LEVEL 3 ENGINEER: Mark Dechant  
 ENGINEERING FIRM: OCM Engineering, 317-944-0948  
 PROJECT NUMBER: N592487 (20-070-0000)  
 LOCATION: 3905 W. 96th Street, Indianapolis, IN 46208  
 DRAWING NAME: 3905 W 96TH ST INDIANAPOLIS, IN 46208 - N592487  
 CONFIDENTIAL/PROPRIETARY  
 SHEET 6 OF 14

**Construction Plans**

CONSTRUCTION NOTES

- 1 STRAND TYPE: 6.6M  
CABLE LENGTH: 90'
- 2 CABLE FIBERS: 24F  
CABLE OWNER: LEVEL 3  
CABLE LENGTH: 90'
- 3 INSTALL RISER ON  
PI. POLE # 158-8258  
AND DOWN GUARD
- 4 CONDUIT OWNER: LEVEL 3  
CONDUIT LENGTH: 10'  
CONDUIT QTY: 3  
CONDUIT SIZE: 1 1/4"  
CONDUIT TYPE: HOPE
- 5 CABLE FIBERS: 24F  
CABLE OWNER: LEVEL 3  
CABLE LENGTH: 30'
- 6 INSTALL LEVEL 3 HANGHOLE  
NOTE: INSTALL 100'(FT) STORAGE LOOP;
- 7 CONDUIT OWNER: CUSTOMER  
CONDUIT LENGTH: 370'  
CONDUIT QTY: 3  
CONDUIT SIZE: 1 1/4"  
CONDUIT TYPE: HOPE
- 8 CABLE FIBERS: 24F  
CABLE OWNER: LEVEL 3  
CABLE LENGTH: 360'
- 9 SEE OSP SHEET # 8

**CCM GROUP**  
OCM ENGINEERING  
1728 CHURCHMAN AVE  
INDIANAPOLIS, INDIANA 46203  
CELL: (317) 944-9486

NO.	DATE	ENG. DESIGN	DRAWING	COMMENT
3				AS-BUILT
2	14/10/2020	NDM		REVISION # 0
1				ORIGINAL

**Level 3**  
COMMUNICATIONS

LEVEL 3 ENGINEER: Mark Dechant  
ENGINEERING FIRM: OCM Engineering, 317-944-9949  
PROJECT NUMBER: N592487 (20-070-0000)  
LOCATION: 3905 W 96th Street, Indianapolis, IN 46208  
DRAWING NAME: 3905 W 96th Street, Indianapolis, IN 46208 - IND2487  
CONSTRUCTION PLANS.dwg  
SHEET: 7 OF 14



**NOTE: OSP CONSTRUCTION CONTRACTOR TO PROVIDE GRADE & DEPTH OF PROPOSED LEVELS CONDUIT AT INTERVALS, ALSO AT EVERY CHANGE OF DIRECTION AND HANDHOLE LOCATION TO THESE UTS COORDINATES HAVE TAKEN**

**HANDHOLE & CHANGE OF DIRECTION SPECIFIC NOTE:**  
OSP CONSTRUCTION CONTRACTOR TO PROVIDE DISTANCES FROM TWO-TWO OBJECTS AT EVERY CHANGE OF DIRECTION AND HANDHOLE LOCATION TO THESE UTS COORDINATES HAVE TAKEN

**BURY CABLE AT A MINIMUM OF 36" DEPTH UNLESS OTHERWISE NOTED ON PRINTS**

**THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH THE RECORD DRAWINGS AND FIELD SURVEYING SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.**

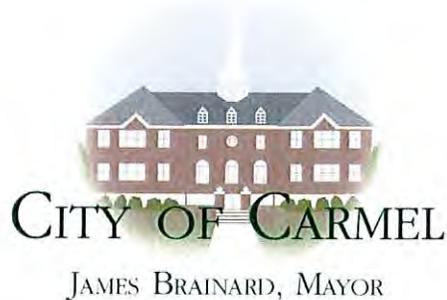
**811**  
Know what's below.  
Call before you dig.

**NETBUILD - N592487**  
**FW PROJECT - N.712964**  
**CONTRACTOR - CSU**  
**PERMIT REQUIRED**  
City of Indianapolis

SCALE: 1"=50'



**Construction Plans**



June 23, 2020

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

**RE: OPEN PAVEMENT CUT – VECTREN – 430 1<sup>ST</sup> AVE SE**

Dear Board Members:

Mrs. Armica Bash Gaspar, Engineering Technician for Vectren Energy Delivery, is requesting approval for an open pavement cut at 430 1<sup>ST</sup> Ave SE to retire an existing gas service line (exhibit attached). Work is scheduled to begin upon Board approval.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

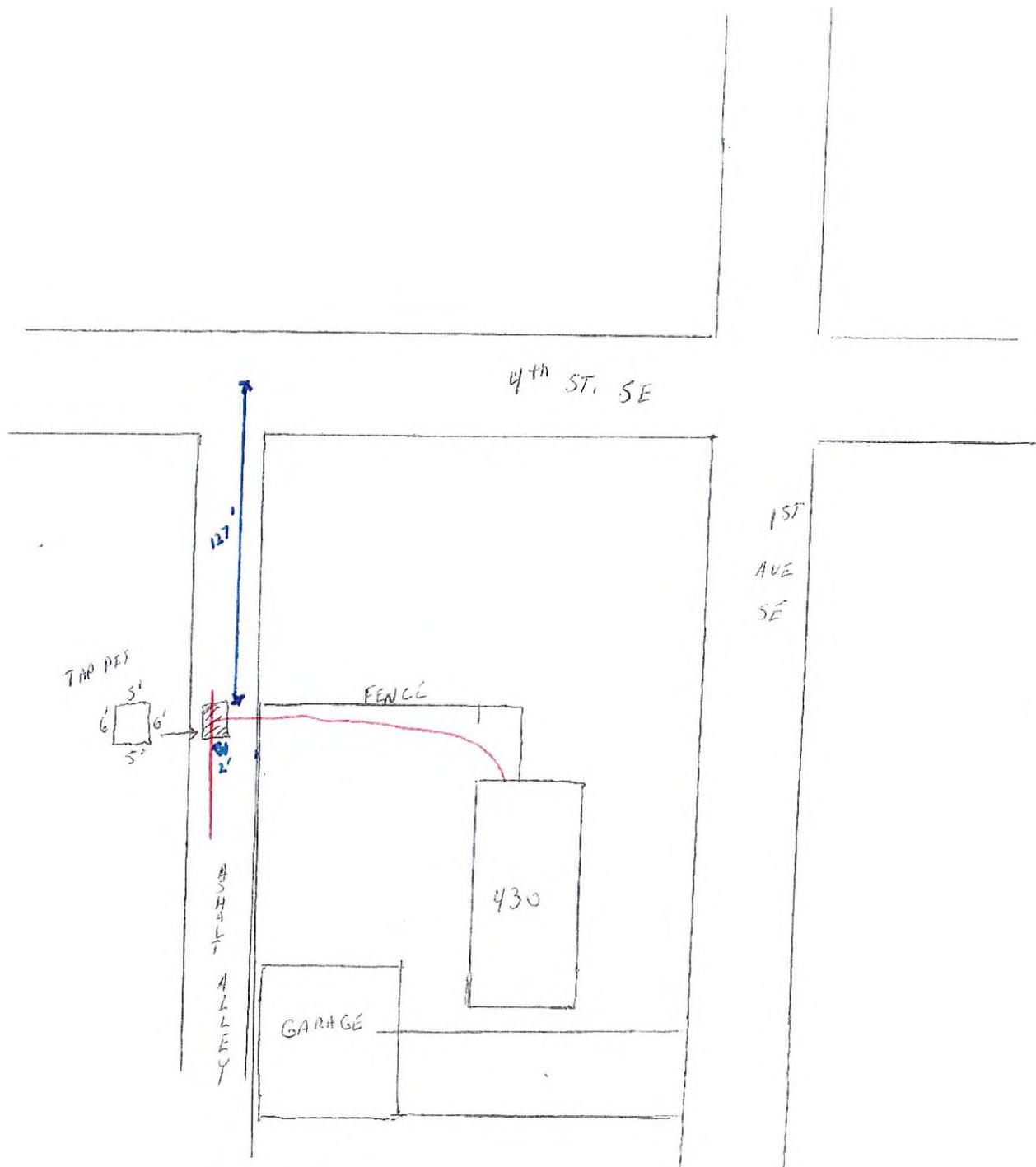
Jeremy Kashman, P.E.  
City Engineer

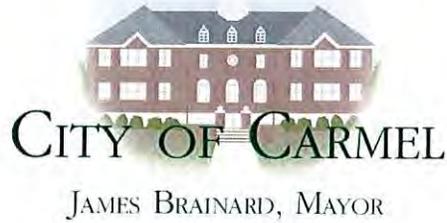
S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CUTS AND CLOSURES\VECTREN-STREET CUT -430 1<sup>ST</sup> Ave SE.docx

PERMIT REQUEST SHEET

DATE 6.22.20

X	REQUIRED INFORMATION	NOTES
	Estimated Start Date: 6/24/20 End Date:	
	Site Location / Address: 430 1 <sup>ST</sup> AVE SE City: CARMEL	
	Subdivision Name:	
	Maximo #: 17849631	
	Account #: 5830 32001 406	
	Prepared by: S. PADGETT	
	Contact for questions on permit:	
	Crew: Company / Miller	
	Project: New Service / <u>Retire Service</u> / Leak Repair / Replace Service / Other	
	Other:	
X	MUNICIPALITY	NOTES
	City/Town of: <u>Carmel</u> Fishers / Noblesville / Westfield / Indy / County	
	INDOT / Other	
	Other:	
X	DESCRIPTION OF PROJECT / WORK	NOTES
	Type of work: Road bores / Street Cut / Road Closure / Lane Closure / Bores or Pushes under the roadway / <u>Tap pit</u> / Other	
	Other:	
	Excavation Details:	
	Street / <u>Alley</u> / Sidewalk / Easement / City ROW	
	Concrete / <u>Asphalt</u> / Brick / Gravel, Dirt, Grass / Other	
	<u>1</u> hole(s) in public R/W <u>6 x 5 x 5</u> (L,W,D) ___ bore(s) under (St, Rd, Ave) _____ SF of ROW to ROW [ ___ ]	
	These excavations will be located <u>127' S c/L 4<sup>TH</sup> ST SE</u> and <u>2' W c/L OF ALLEY</u> (project location must be described with reference to centerline of street)	
	<u>ALLEY</u> Road closure: <u>Yes</u> / No Number of traffic lanes affected: _____	
	Total width of traffic portion of street or road affected by permit (in feet) ___ x ___	
	Use of Heavy Equipment: Yes / <u>No</u>	
	New Construction / <u>Existing Construction</u>	





June 23, 2020

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

**RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTION – DUKE ENERGY– NEW UTILITY POLE-CLAY CENTER ROAD**

Dear Board Members:

John Cox with Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions in order to install a new utility pole (exhibits attached). The pole is needed to provide electricity service to the new Clay Center Elementary School.

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

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-DUKE-CLAY CENTER SCHOOL.docx



USP: FUSE: W 131ST ST & CLAY CENTER RD N SIDE OF RD  
 USP: ADDITIONAL UPSTREAM PROTECTION AT SUBSTATION  
 USP:  
 USP:  
 USP:



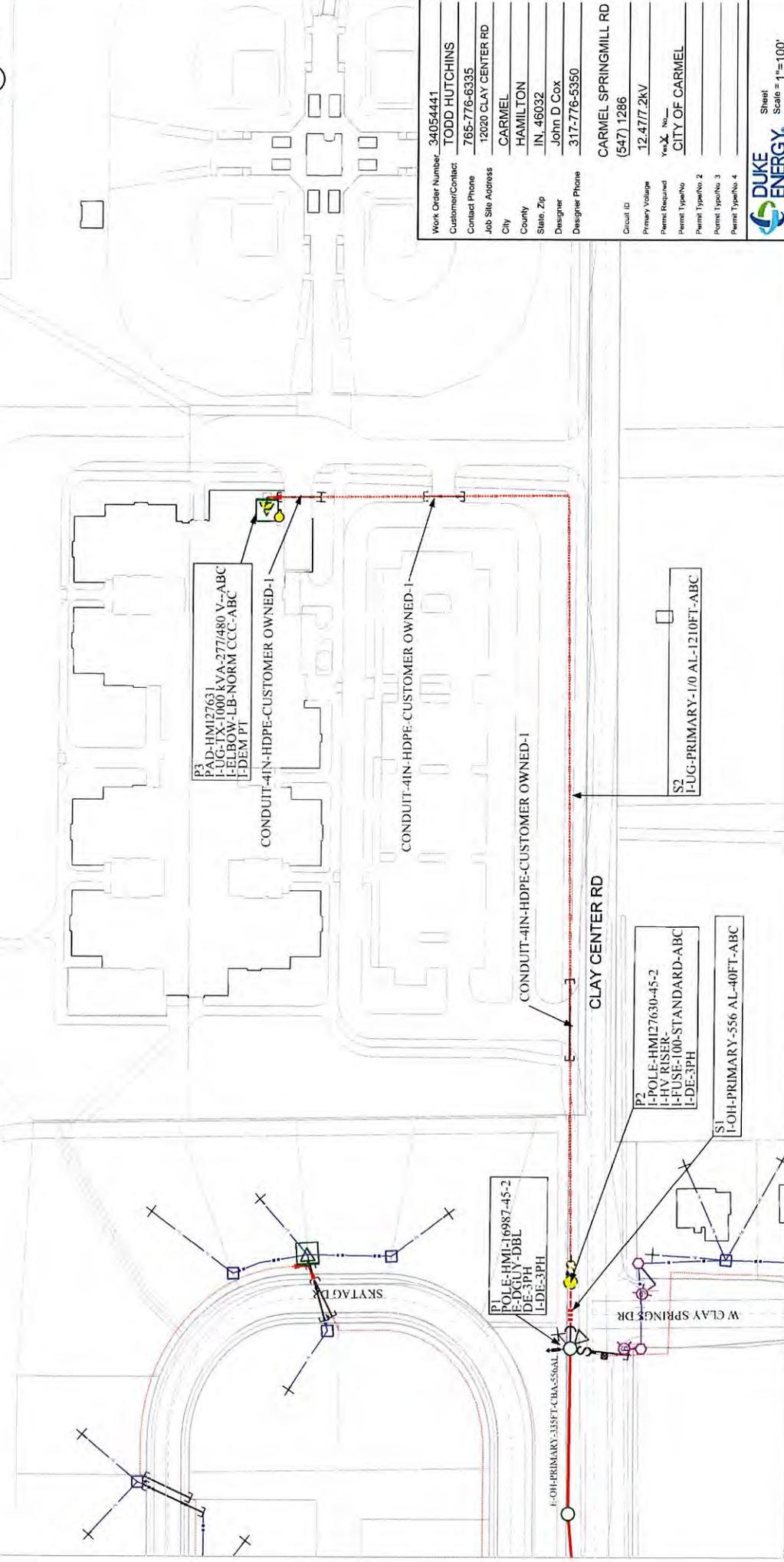
7:  
7:  
7:  
7:

Safety Reminders / Adverse Conditions

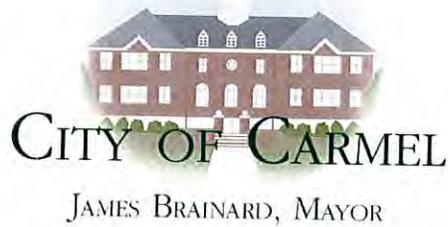


**EXTEND 3PH PRIMARY 1 SPAN AND TRENCH  
 UG PRIMARY TO NEW XFR TO SERVE  
 SCHOOL**

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



Work Order Number	34054441
Customer/Contact	TODD HUTCHINS
Contact Phone	765-776-6335
Job Site Address	12020 CLAY CENTER RD
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	John D Cox
Designer Phone	317-776-5350
Circuit ID	CARMEL SPRINGMILL RD (547) 1286
Primary Voltage	12.4777 2KV
Permit Required	Yes X
Permit Type/No	CITY OF CARMEL
Permit Type/No 2	
Permit Type/No 3	
Permit Type/No 4	



June 23, 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 aerial fiber optic cable along 96<sup>th</sup> Street between College Ave. and 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.

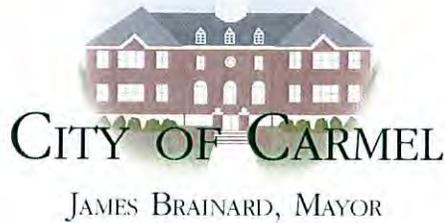
Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\AERIAL UTILITY WAIVER\AERIAL WAIVER-VERIZON-96<sup>th</sup> overlash.docx







June 23, 2020

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

**RE: LANE RESTRICTION & OPEN PAVEMENT CUT – GRAVELIE EXCAVATING – 915 OSWEGO ROAD**

Dear Board Members:

Mr. Jim Gravelie with Gravelie Excavating is requesting approval for a lane restriction and open pavement cut at 915 Oswego Road in order to retire the existing water service line (Location exhibit attached). Work is scheduled to begin upon Board approval.

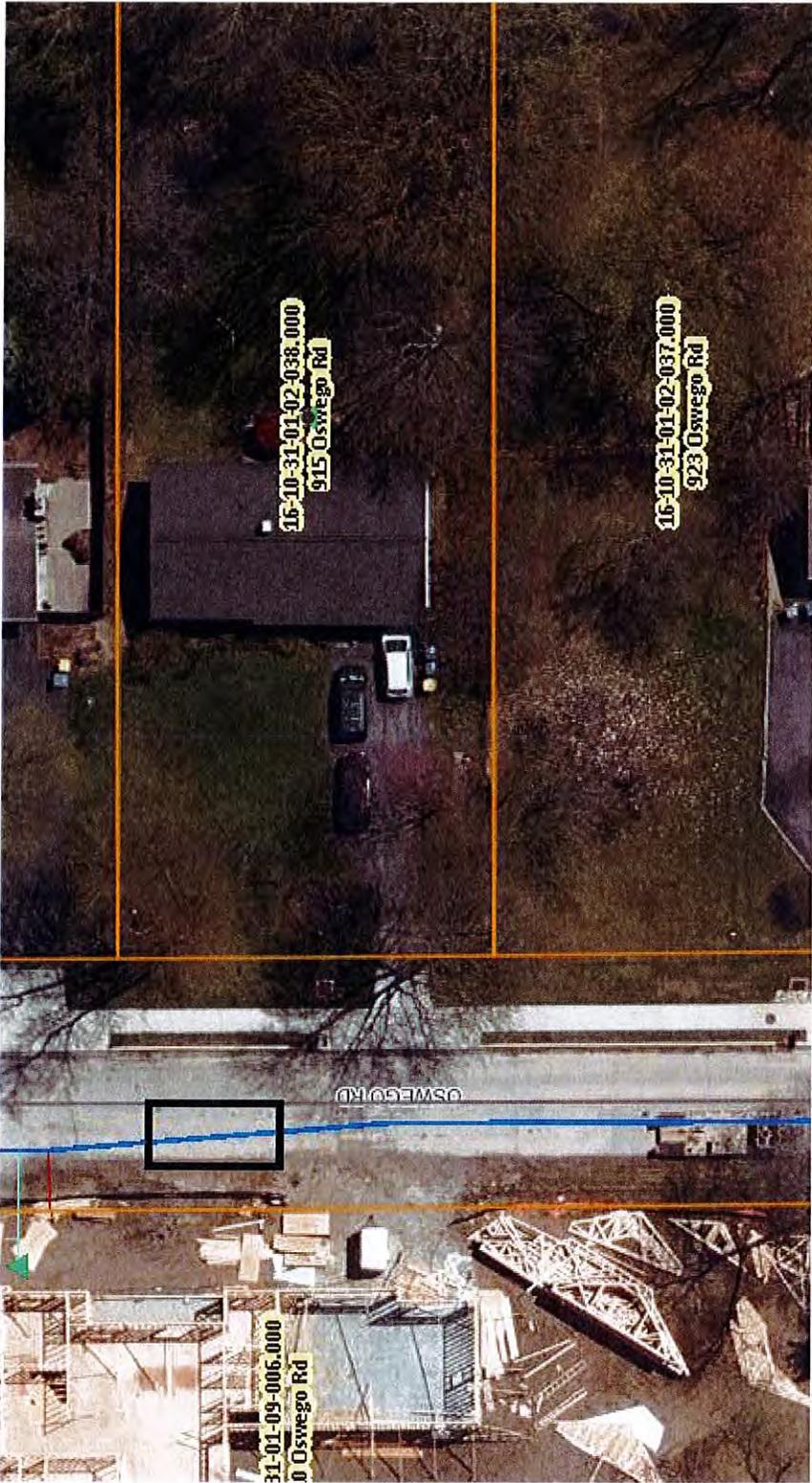
The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2019\STREET CLOSURES & CUTS\GRAVELIE EXCAVATING-STREET CUT & RESTRICTION-915 OSWEGO.docx

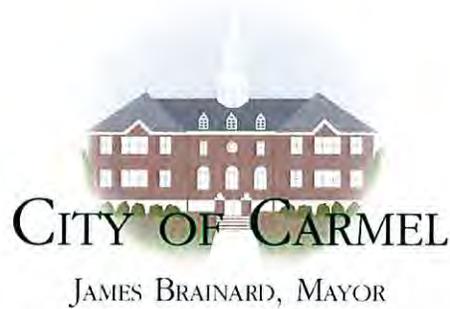


16-10-31-01-02-038.000  
915 Oswego Rd

16-10-31-01-02-037.000  
923 Oswego Rd

OSWEGO RD

31-01-09-006.000  
0 Oswego Rd



June 24, 2020

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

**RE: LANE & PATH RESTRICTION, OPEN PAVEMENT CUT – PRIMETECH – 106<sup>TH</sup> ST, SHELBORNE RD, MAIN ST**

Dear Board Members:

Matt Shoemaker with Primetech is requesting approval for open pavement cuts and related lane and path restrictions associated installation of new fiber optic facilities for Everstream (exhibit attached). Pavement cuts and associated traffic restrictions are needed to expose existing utilities that will be crossed during the installation of new conduit. Work is scheduled to begin upon board approval.

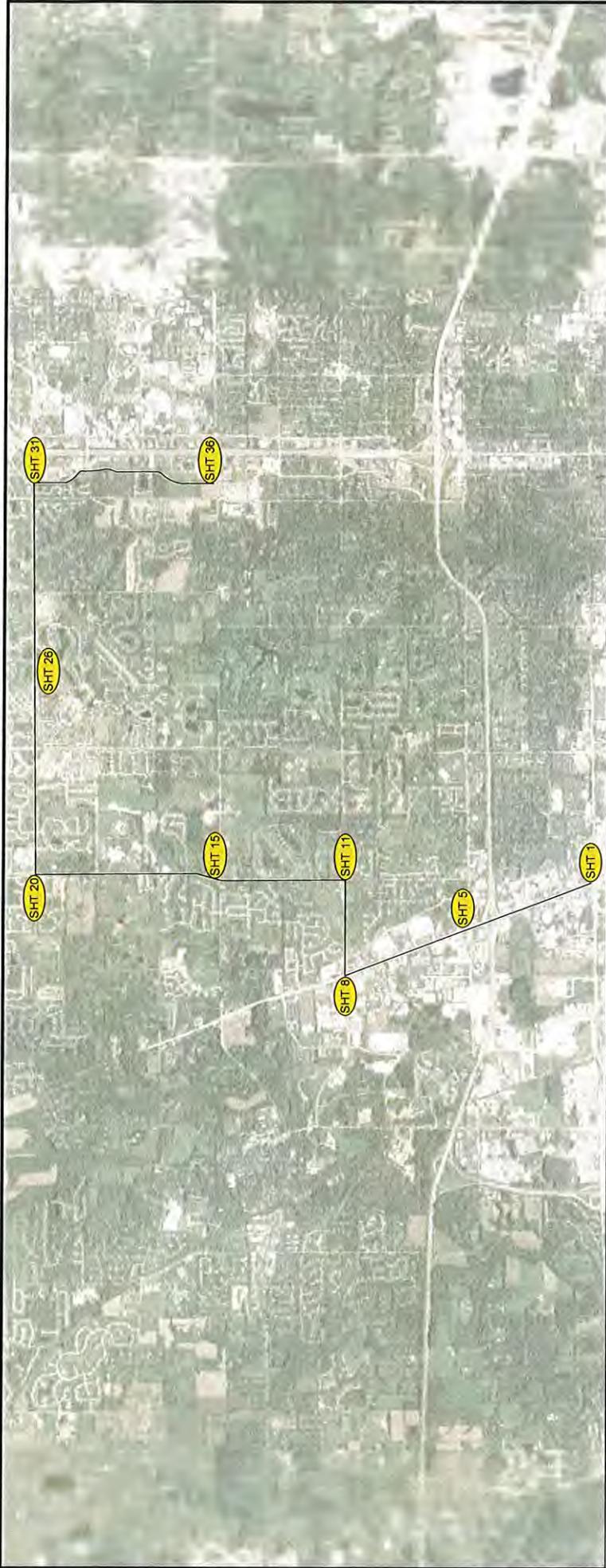
The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for in the event of a full walkway closure. Signage identifying the sidewalk/pathway closure and detour route shall be posted prior to the closure and a sign, measuring at least 18" x 12", shall be posted on each side of the closure reading "SIDEWALK CLOSED".
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPW\2020\STREET CLOSURES & CUTS\PRIMETECH- PATH & STREET CUT - VARIOUS LOCATIONS.docx



**LEGEND**

- OH - FOC
- OVERLASH - FOC
- UG - FOC
- PROPOSED - FOC
- EXISTING AERIAL FIBER CABLE
- NEW AERIAL FIBER CABLE
- NEW OVERLASH AERIAL FIBER CABLE
- NEW UNDERGROUND FIBER CABLE
- PROPOSED FIBER CABLE
- EXISTING UNDERGROUND FIBER CABLE
- EXISTING O.H. FOC (TO BE RETIRED IN PLACE)
- EXISTING U.G. FOC (TO BE RETIRED IN PLACE)
- RIGHT-OF-WAY (SEE NOTE 1)
- RAILROAD TRACKS
- STORAGE LOOP
- OVERHEAD GUY
- HANDHOLE
- BORE AND RECEIVE PIT
- UTILITY POLE
- ◆ SMALL CELL STRUCTURE
- △ TRANSFORMER POLE
- DOWN GUY ANCHOR
- PERMIT LOCATION
- SITE

**NOTES:**

1. ALL RIGHT-OF-WAYS ARE FROM COUNTY AND STATE GIS MAPS AND RECORDS, INFORMATION SHOWN ON PRINTS PROVIDED BY THAT GOVERNMENT OFFICE THROUGH THEIR PUBLIC RECORDS SYSTEM. TESCO IS NOT RESPONSIBLE FOR ANY MISTAKES MADE BY THOSE ENTITIES.

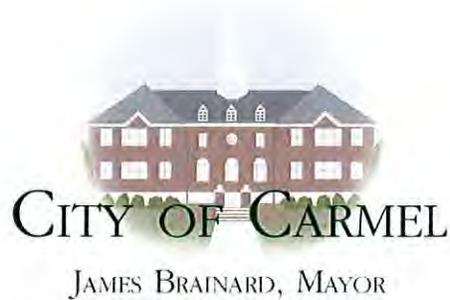
**CONSTRUCTION NOTES**

1. CONTRACTOR MUST RESTORE CONSTRUCTION AREA TO ORIGINAL OR BETTER CONDITION.
2. ANY DEVIATION FROM WORK PRINTS MUST BE APPROVED BY ENGINEER OR CONSTRUCTION MANAGER.
3. FOC CABLE TO BE INSTALLED 12" BELOW THE LOWEST EXISTING COMMUNICATION CABLE, UNLESS OTHERWISE SPECIFIED

**CONDUIT PLACEMENT NOTES**

1. ALL CONDUIT/INNERDUCT SHALL BE BURIED AT A DEPTH OF 60"(IN) WITH A MINIMUM DEPTH OF 48"(IN)
2. ALL CONDUIT SHALL BE INSTALLED WITHIN THE APPROPRIATE PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAYS

DRAWN BY: Max Disman		DATE DRAWN: 06/10/2020	CLIENT
APPROVED BY: John Pendleton			EVERSTREAM
REV	DATE	DESCRIPTION	TITLE
			IMP # 13395 : INDY RING - 1000 C
			Michigan Rd to E 116th St.
			CARMEL , INDIANA
			SCALE: NOT TO SCALE SITE LOCATION / LEGEND



June 22, 2020

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

**RE: BELLEVUE TOWNHOMES–116<sup>TH</sup> STREET & COLLEGE AVE.- STORMWATER TECHNICAL STANDARDS VARIANCE**

Dear Board Members:

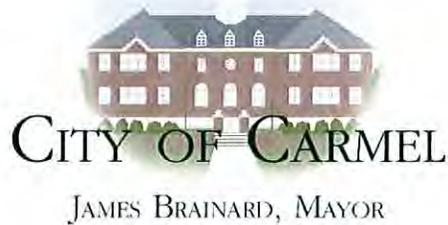
Mr. Matt Maple with HWC Engineering is request a variance from the Stormwater Technical Standards Manual in association with the proposed Bellevue Townhomes project located at the southwest corner of 116<sup>th</sup> St. and College Ave.

The following variance is requested:

A Waiver Request to the City of Carmel Stormwater Technical Standard Section **302.06.10** which requires there should be a minimum of 15 feet from the top of bank or 100-year elevation of stormwater detention facilities for a dedicated permanent stormwater easement. The design has pushed the buildings up an around the stormwater detention pond and leaves 8 feet from the 100 year elevation for a perimeter easement around the pond. The sidewalk around the perimeter of the pond is at 853.00 elevation, while the emergency spillway is at 852.00. Additionally, the FFE for each of the buildings around the pond is at a minimum of 855.00. The stormwater detention pond will be privately owned and maintained by the development. It will have landscaping features and barriers to prevent entry.

A Waiver Request to the City of Carmel Stormwater Technical Standard Section **302.06.02** which requires there should be a minimum of 25 feet from buildings to the 100-year elevation of stormwater detention facilities for the buildings adjacent to the underground detention area. There is a limited amount of room in the pavement areas and a separation of 25 feet would put prohibit the required landscaping from being installed as a buffer to the south therefore the underground detention area has been configured to provide a minimum of 10 feet from the buildings to the edge of the stone.

A Waiver Request to the City of Carmel Stormwater Technical Standard Section **302.12** to allow a small area of the landscaping buffer around the perimeter of the site to drain in the same direction as the existing flow. The areas along the south and west ends of the site currently drain to the adjoining properties. This site cannot capture the entire flow. The design will reduce the flows to those properties by reducing the drainage areas that flow in those directions down to a minimal amount. The design will



maintain the flow to only for the pervious buffer yards. Additionally, the Emergency Overflows have been adjusted so that no Emergency Overflow is directed to the adjoiner's property.

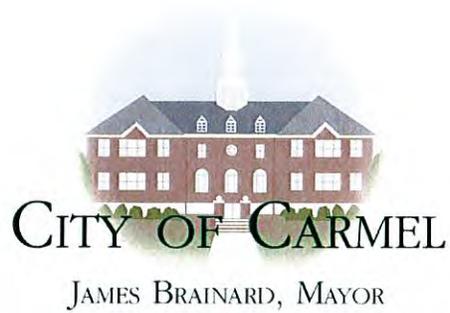
A Waiver Request to the City of Carmel Stormwater Technical Standard Section **302.06.11** which requires there to be an additional 10% of the available capacity for the proposed sediment accumulation for the wet detention pond. Additional stone will be included with the pervious pavers per the ordinance. Additionally, the underdrain for the pervious pavers has been enlarged for better flow. The proposed pond has been designed in the available area and does not have the capability to expand for this requirement. The pervious pavers and water quality unit will prevent sediment from entering the pond. The pond will be inspected regularly per the O&M Manual requirements. Sedimentation will be monitored and cleaned as required.

A Waiver Request to the City of Carmel Stormwater Technical Standard Section **302.07.01** which requires ponds with permanent pools to have a minimum of 0.5 acres surface. This amenity to the development is being constructed with the allowable area in the location coordinated with input from the City. The aerator is designed to properly treat wet detention ponds up to ½ acre in size. The pond will be inspected regularly per the O&M Manual requirements to ensure functionality.

A Waiver Request to the City of Carmel Stormwater Technical Standard Section **302.07.01** which requires wet ponds to have a minimum depth of 8 feet. The constraints of this area allow a 7 foot depth for the pond. This amenity to the development is being constructed with the allowable area in the location coordinated with input from the City. The aerator is designed to properly treat wet detention ponds in depths of 4 to 12 feet. The pervious pavers and water quality unit will prevent sediment from entering the pond. The pond will be inspected regularly per the O&M Manual requirements to ensure functionality.

A Waiver Request to the City of Carmel Stormwater Technical Standard Section **302.07.01** which requires wet ponds to have a cross section matching the County detail. The constraints of this area do not allow a matching cross section detail. This amenity to the development is being constructed with the allowable area in the location coordinated with input from the City. The pond has been designed with many safety features to make the construction safe. The stormwater detention pond will be privately owned and maintained by the development. It will have landscaping features and barriers to prevent entry. The Native Banks around the entire pond will prohibit people from approaching the water. A sign is included with the site to protect the Native Vegetation. Additionally, a safety ledge of a flat 4' landing has been placed below the normal pool at a depth of 24". Vehicle Barrier posts are provided along College Avenue to prohibit vehicle entry.

A Waiver Request to the City of Carmel Stormwater Technical Standard Section **501.03.04** which requires there should be a minimum of 0.1 foot drop through manholes and inlet structures. The tie-in invert for the pond has an elevation that controls elevations for the entire site. In order to catch all the



impervious areas in some locations, and route flows to the detention area the individual 0.1 foot drops have been reduced or removed where necessary. The structures that do not meet this standard are structure numbers 113, 118, 120, 121, 213, 219, & 220.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Kashman", is positioned above the typed name.

Jeremy Kashman, P.E.  
City Engineer









