

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

**MEETING CALLED TO ORDER**

**1. MINUTES**

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

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

- a. **Bid Award for Roundabout Improvements Illinois Street & Zotec Drive; Jeremy Kashman, City Engineer**

**3. PERFORMANCE RELEASE APPROVAL REQUESTS**

- a. **Resolution BPW-07-15-20-03; Meijer Outlot C; Erosion Control; DA Contracting**

**4. CONTRACTS**

- a. **Request for Purchase of Goods and Services; Everything Ice, Inc; (\$96,703.00); Tubing for Ice Rink; Dave Huffman, Street Commissioner; TABLED**
- b. **Request for Purchase of Goods and Services; Bowen Engineering Corporation; (\$173,360.00); Wastewater Plant Second Expansion; CO #1; John Duffy, Director of Utilities**
- c. **Request for Purchase of Goods and Services; Studio M Architecture and Planning, LLC; (\$15,000.00); Other Contracted Services; Jim Crider, Director of Administration**
- d. **Resolution BPW-07-15-20-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; Community Data Platforms, Inc; (\$160,000.00); TIF Study; Mayor James Brainard**
- e. **Resolution BPW-07-15-20-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between Owner and Contractor; Community Data Platforms, Inc; (\$120,000.00); Roundabout Study; Mayor James Brainard**
- f. **Request for Purchase of Goods and Services; Rollfast, Inc; (-\$34,000.00); Amendment to Additional Services Agreement – 2020 Bicycle Events Series; John Duffy, Director of Utilities**
- g. **Resolution BPW-07-15-20-04; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement for Sale of Work of Art; Brad Howe, Inc; (\$209,200.00); “Pulpo” Stainless Steel Sculpture; Mayor James Brainard**
- h. **Request for Purchase of Goods and Services; D.&L.S. Inc. d/b/a Office Keepers; (\$295.00 per month); Office Cleaning; Henry Mestetsky, Executive Director of the Carmel Redevelopment Commission**
- i. **Request for Purchase of Goods and Services; Mammoth, Inc.; (\$195,887.55); Replacement & Rehabilitation of Bridges in Brookshire Golf Club - Construction; Jeremy Kashman, City Engineer**

- j. **Request for Purchase of Goods and Services; Schutt-Lookabill; (\$2,381.94); 136<sup>th</sup> Multi-Use Path and Pedestrian Bridge – Project 18-ENG-08; CO #8; Jeremy Kashman, City Engineer**
- k. **Request for Purchase of Goods and Services; Schutt-Lookabill; (\$693.22); 136<sup>th</sup> Multi-Use Path and Pedestrian Bridge – Project 18-ENG-08; CO #9; Jeremy Kashman, City Engineer**
- l. **Request for Purchase of Goods and Services; Schutt-Lookabill; (\$78,709.60); 136<sup>th</sup> Multi-Use Path and Pedestrian Bridge – Project 18-ENG-08; CO #10; Jeremy Kashman, City Engineer**
- m. **Request for Purchase of Goods and Services; Rieth-Riley; (\$1,213,176.86); 96<sup>th</sup> and Keystone Parkway – Project 16-ENG-05; CO #14; Jeremy Kashman, City Engineer**
- n. **Request for Purchase of Goods and Services; Rieth-Riley; (\$216,912.25); 96<sup>th</sup> and Keystone Parkway – Project 16-ENG-05; CO #13; Jeremy Kashman, City Engineer**
- o. **Request for Purchase of Goods and Services; Rieth-Riley; (\$82,097.04); Shelburne Road Multi Use Path – Project 16-ENG-69; CO #3; Jeremy Kashman, City Engineer**
- p. **Request for Purchase of Goods and Services; Rieth-Riley; (\$18,975.33); 96<sup>th</sup> and Gray Road RAB – Project 16-ENG-34; CO #8; Jeremy Kashman, City Engineer**

## **5. REQUEST TO USE CITY STREETS/PROPERTY**

- a. **Request to Use Gazebo; Bridal Shower; August 8, 2020; 1:00 p.m. – 6:00 p.m.; Bev Cummings Agnew**
- b. **Request to Use Garden Outside of the Carmel Arts Council’s Children’s Art Gallery; Art in the Garden; July 11 and 18, August 8 and 15, September 12 and 19, 2020; Donna Tutwiler, Carmel Arts Council**
- c. **Request to Use/Close City Streets; Block Party/Graduation Party; July 18, 2020; 10:00 a.m. – 5:00 p.m.; Kelly Brown**
- d. **Request to Use Center Green/Monon & Main Plaza/Midtown Palaza/Close City Streets; Carmel Marathon; October 17, 2020; 6:30 a.m. – 12:30 p.m.; Todd Oliver, Carmel Marathon/Carmel Road Racing Group**
- e. **Request to Use Japanese Garden; Wedding; July 26, 2020; 3:00 p.m. – 5:00 p.m.; Kristina Cook**
- f. **Request to Use Gazebo; Police Memorial Service; May 5, 2020; 8:00 a.m. – 9:00 p.m.; Ann Gallagher, Carmel Police Department**
- g. **Request to Use Gazebo; National Night Out; October 6, 2020; 11:00 a.m. – 8:30 p.m.; Ann Gallagher, Carmel Police Department**
- h. **Request to Use/Close City Streets; 2020 Donut 5K; December 19, 2020; 8:30 a.m. – 9:40 a.m.; Todd Oliver, Carmel Road Racing Group**
- i. **Request to Acknowledge Approval to Use Gazebo; Palladium Ushers Dinner Group; June 23, 2020; 5:00 p.m. – 8:00 p.m.; Bill Dorsch**
- j. **Request to Acknowledge Approval to Use Gazebo; Baby Shower; July 12, 2020; 12:00 p.m. – 4:00 p.m.; Diane Ebert**
- k. **Request to Use Gazebo; Wedding; August 1, 2020; 8:00 a.m. – 7:00 p.m.; Darren Guetig and Rebecca Kraus**
- l. **Request to Acknowledge Approval to Use/Close City Streets; Hoagy Carmichael; July 9, 2020; 1:00 p.m. – 3:00 a.m.; Melanie Brewer, City of Carmel**
- m. **Request to Close Parking Spaces; Carmel Holiday Trolley; November 27 (5-9 p.m.) and 28 (2-9 p.m.), December 4 (5-9 p.m.), 5 (2-9 p.m.), 11 (5-9 p.m.), 12 (2-9 p.m.), 18 5-9 p.m.), 19 (2-9 p.m.), 2020; Meg Gates Osborne, City of Carmel**
- n. **Request to Acknowledge Approval to Use Gazebo; Wedding; June 20, 2020; 3:00 p.m. – 4:30 p.m.; Beth Larson**

- o. **Request to Acknowledge Approval to Use Gazebo; Wedding; June 13, 2020; 12:00 p.m. – 5:00 p.m.;** Walter Lutz
- p. **Request to Use Center Green; Chinese Mooncake Festival & 5K; August 8, 2020; 2:00 p.m. – 10:00 p.m.;** Meg Gates Osborne, City of Carmel
- q. **Request to Acknowledge Approval to Use Japanese Garden; Sister City Board Meeting; July 12, 2020; 4:00 p.m. – 7:00 p.m.;** Barbara Moshier, Carmel Japanese Sister Cities, Inc.
- r. **Request to Use/Close City Streets and Use Sophia Square; Plein Air Paint Out Competition; September 16-20, 2020; 7:00 a.m. – 5:00 p.m.;** Meg Gates Osborne, City of Carmel
- s. **Request to Use/Close City Streets and Use Coxhall Gardens; RUN(317) Carmel; September 3, 2020; 1:00 p.m. – 9:30 p.m.;** Jim Furuya, Vision Event Management
- t. **Request to Use Gazebo; Wedding; July 31, 2020; 10:00 a.m. – 7:00 p.m.;** Carey Musa and Rosemarie Schneider
- u. **Request to Use Japanese Garden; Wedding; July 25, 2020; 2:00 p.m. – 6:00 p.m.;** Brooke Shoopman
- v. **Request to Use Midtown Plaza; St. Christopher’s Episcopal Church Annual Strawberry Festival; June 12, 2021; 9:00 a.m. – 6:00 p.m.;** Kevin Price
- w. **Request to Use/Close City Streets (Cul-De-Sac); Block Party for a Bat Mitzvah; August 1, 2020; 2:00 p.m. – 10:00 p.m.;** Debbie Tobias-Paul
- x. **Request to Use Center Green; City of Carmel Tree Lighting Ceremony; November 21, 2020; 1:00 p.m. – 9:00 p.m.;** Meg Gates Osborne, City of Carmel
- y. **Request to Use/Close City Streets; Block Party; July 31 – August 2, 2020; 4:00 p.m. – 11:00 p.m.;** Terri Maynard

## 6. OTHER

- a. **Request for Curb Cut/Curb Cut Vacation; 515 & 525 West Main Street;** Paul Owen, Wedgewood
- b. **Request for Waiver of BPW Resolution No. 04-28-18-01; 1031 E Main St. and 11580 Gray Road; Wireless Support Structure;** Stephen Carr, PBM Wireless
- c. **Request for Curb Cut/Curb Cut Vacation; 310 2<sup>nd</sup> Street SW;** Bryan Ragan, Ragan Construction
- d. **Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restrictions; Rhorer Road Substation Project;** Melissa Oeters, Duke Energy
- e. **Request for Pavement Cut/Traffic Restrictions; 211 W Main Street – Savor Restaurant;** Jonathan Benham, Savor Restaurant
- f. **Request for Traffic Restrictions/Open Pavement Cut; Monon Crossing – Rohrer Road;** Kyle Eichhorn, HWC Engineering
- g. **Request for Traffic Restrictions/Open Pavement Cut; Troy Estates – West 141<sup>st</sup> Street;** Kyle Eichhorn, HWC Engineering
- h. **Request for Stormwater Technical Standards Variance; Carmel Self Storage;** Russel Webster, Weihe Engineers
- i. **Request for Stormwater Technical Standards Variance; Monon Crossing;** Kyle Eichhorn
- j. **Request for Replat; Towne Oak Estates Lots 8 and 9;** Ed Fleming, Platinum Properties

## 7. ADJOURNMENT

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

5  
6 **MEETING CALLED TO ORDER**

7  
8 *Mayor Brainard called the meeting to order at 10:03 a.m.*

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

12  
13 **MEMBERS PRESENT**

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

17  
18 **MINUTES**

19  
20 *Minutes from the June 17, 2020, Regular Meeting were approved 3-0*

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

23  
24 *Bid Award for Replacement and Rehabilitation of a Bridge in Brookshire Golf Club; Jeremy Kashman,*  
25 *City Engineer recommended awarding the bid to Mammoth Construction they were the lowest and*  
26 *most responsive bidder. Board Member Burke moved to award the bid to Mammoth Construction in*  
27 *the amount of \$195,867.55. Board Member Watson seconded. Request approved 3-0.*

28  
29 *Bid Opening for Roundabout Improvements Illinois Street & Zotec Drive; Deputy Clerk Quinn opened*  
30 *the bids and read them aloud:*

31  
32 

<u>Contractor</u>	<u>Bid</u>
Morphey Construction	\$1,460,000.00
E&B Paving	\$1,524,779.69
White Construction	\$1,493,000.00
Calumet Civil Contractors	\$1,847,600.00

33  
34  
35  
36  
37  
38 **PERFORMANCE RELEASE APPROVAL REQUESTS**

39  
40 *Resolution BPW-07-01-20-01; Hyatt Place Hotel; Frontage Road ROW/Illinois Street ROW; Board*  
41 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

42  
43 **CONTRACTS**

44  
45 *Request for Second Amendment to Wastewater Service Agreement; TriCo Regional Sewer Utility*  
46 *(Formerly Known as Clay Township Regional Waste District); Board Member Burke moved to*  
47 *approve. Board Member Watson seconded. Request approved 3-0.*  
48

49 *Request for Purchase of Goods and Services; 502 Equipment, LLC; (\$219,426.00); 2020 Camera Van;*  
50 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

51  
52 *Request for Purchase of Goods and Services; Conference Technologies, Inc; (\$65,020.97); Council*  
53 *Chambers Upgrade; Board Member Burke moved to approve. Board Member Watson seconded.*  
54 *Request approved 3-0.*

55  
56 *Request for Purchase of Goods and Services; CrossRoad Engineers, PC; (\$5,000.00); On-Call*  
57 *Consulting Fee; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
58 *approved 3-0.*

59  
60 *Request for Purchase of Goods and Services; MetroNet; (\$119.95 Per Month); Business Agreement;*  
61 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

62  
63 *Request for Memorandum of Understanding; LexisNexis Coplogic Solutions, Inc; Board Member*  
64 *Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

65  
66 *Request for Purchase of Goods and Services; Everything Ice, Inc; (\$96,703.00); Tubing for Ice Rink;*  
67 *Item was Tabled.*

68  
69 *Request for Purchase of Goods and Services; NetMotion; (\$72 per year, per license); Software*  
70 *Licenses; Board Member Burke moved to approve. Board Member Watson seconded. Request*  
71 *approved 3-0.*

72  
73 *Request for Water Line Easement Agreement; Abby Davis and Edgar Meyer; Board Member Burke*  
74 *moved to approve. Board Member Watson seconded. Request approved 3-0.*

75  
76 *Request for Purchase of Goods and Services; Greenstreet Ltd, LLC; (\$71,895.00); Carmel*  
77 *Comprehensive Plan; Board Member Burke moved to approve. Board Member Watson seconded.*  
78 *Request approved 3-0.*

79  
80 **OTHER**

81  
82 *Request for Right of Way Dedication; Alley Between Lots 13 & 14, Henry Roberts Heirs Addition to*  
83 *Carmel; Board Member Burke moved to approve. Board Member Watson seconded. Request approved*  
84 *3-0.*

85  
86 *Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; Homeplace Area; Board*  
87 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

88  
89 *Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; 96<sup>th</sup> & Michigan; Board*  
90 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

91  
92 *Request for Open Pavement Cut; 430 1<sup>st</sup> Ave SE; Board Member Burke moved to approve. Board*  
93 *Member Watson seconded. Request approved 3-0.*

94  
95 *Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; Clay Center Elementary*  
96 *School; Board Member Burke moved to approve. Board Member Watson seconded. Request approved*  
97 *3-0.*

98

99 *Request for Waiver of BPW Resolution No. 04-28-18-01/Lane Restriction; 96<sup>th</sup> Street Between College*  
100 *Ave and Spring Mill Road; Board Member Burke moved to approve. Board Member Watson seconded.*  
101 *Request approved 3-0.*

102  
103 *Request for Lane Restriction/Open Pavement Cut; 915 Oswego Road; Board Member Burke moved to*  
104 *approve. Board Member Watson seconded. Request approved 3-0.*

105  
106 *Request for Lane & Path Restriction/Open Pavement Cut; Primetech – 106<sup>th</sup> St, Shelborne Rd, Main*  
107 *St.; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

108  
109 *Request for Stormwater Technical Standards Variance; Bellevue Townhomes – 116<sup>th</sup> Street & College*  
110 *Ave; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-*  
111 *0.*

112  
113 **ADD-ON**

114  
115 *Request for Wholesale Finished Water Purchase Agreement; Citizens Water of Westfield; Board*  
116 *Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.*

117  
118 **ADJOURNMENT**

119  
120 *Mayor Brainard adjourned the meeting at 10:14 a.m.*

121  
122  
123  
124 \_\_\_\_\_  
125 *Sue Wolfgang – City Clerk*

126 *Approved*

127  
128 \_\_\_\_\_  
129 *Mayor James Brainard*

130  
131 ***ATTEST:***

132  
133  
134 \_\_\_\_\_  
135 *Sue Wolfgang – City Clerk*

136

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

Date: July 7, 2020

Resolution No: BPW-07-15-20-03

From: CITY ENGINEER

Principal: DA CONTRACTING

Surety: UNITED STATES FIRE INSURANCE

Board Members:

I have conducted final inspection at Meijer Outlot C for the following improvements:

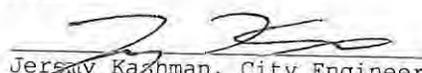
<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Erosion Control	615247847	\$40,430.00

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>
Erosion Control	\$4,043.00

APPROVED:

  
Jersey Kashman, City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 15th day of July, 2020, that the listed Performance Guarantee for the Meijer Outlot C as listed above is hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

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

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

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

Board of Public Works and Safety

## **AGREEMENT FOR PURCHASE OF GOODS AND SERVICES**

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City") 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
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If to Vendor:	Everything Ice, Inc. 115 School Street PO Box 250 Salix, Pennsylvania 15952
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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: 20-8878803

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

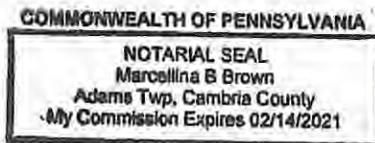
### AFFIDAVIT

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.



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.

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> VENDOR 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 39, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

\$96,703.00  
\* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

*Nancy S Heck*

Nancy Heck  
Director

TITLE

*James Crider*

James Crider  
Director of Administration

CONTROL NO. 104021

CONTROLLER



Approved By *[Signature]*

**CHANGE ORDER**

Change Order No. 1  
Date: 6/8/202  
Contract Date: April 2020  
Name of Project: Secondary Expansion

*OK*  
*15*

Owner: City of Carmel  
Contractor: Bowen Engineering Corporation

The following changes are hereby made to the Agreement:

**Description of Change in Work:** See Attached Description of Changes

**Justification:**

Original Contract Price:	\$9,884,000.00
Previous Changes to Contract Price:	\$0
Current Contract Price adjusted by previous Change Order(s):	\$9,884,000.00
The Contract Price due to this Change Order will be increased by:	\$173,360.00
The new Contract Price including this Change Order will be:	\$10,057,360.00

**Change to Contract Time:**

The Contract Time will be adjusted by 0 calendar days.

The date for completion of all work will be by substantial completion.

Requested by: City of Carmel (Date) 6/08/20  
(Owner) (Date)

Recommended by: *Philip T. [Signature]* (Date) 6/17/2020  
(Consulting Engineer) (Date)

Accepted by: Bowen Engineering Corporation  
(Contractor)

*[Signature]*  
Mark Cvetkovich PM (Date) 6-9-20  
(Name and Title) (Date)

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: \_\_\_\_\_

## Additional Costs to Date

WWTP Secondary Expansion Project – Contract 100

City of Carmel, Indiana

May 29, 2020

PCO	Description	Cost
0	Contract Signing Delay Escalation	\$29,090
1	Relocated Elect Conduit in Beam	\$7,030
2	Concrete Modifications to UV Channel	\$3,980
3	Modifications to the UV Effluent Gates	-\$1,610
4	Final #2 Drive Replacement	\$56,950
5	6" Plant Water Reroute @ Gate #4	Not performed
6	Loading Concrete Rubble	\$2,470
7	Standby Pumps (\$3,770 per Month)	Final Amount Pending
8	Mixed Liquor Conduit Conflict	\$24,450
9	Aeration Tank 10 RAS Feed Pump	Final Amount Pending
10	24" & 30" Pipe Removal Bypass Pumping	\$11,000
11	Reroute 18" RAS Lines Around Structural Column	\$39,660
12	Butterfly Valve Extensions	\$340
	<b>Extra Costs Total to Date (5/29/2020)</b>	<b>\$173,360</b>



12/31/19

Page 1 of 1

(Via Email)

**Mr. Philip Teague, P.E.**  
**Jones and Henry Engineers**  
3103 Executive Parkway, Suite 300  
Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**RFI #004 Relocation of Electrical Conduits in Concrete Beam to be Removed**

Dear Mr. Teague,

Bowen Engineering is submitting the following proposal for performing the temporary operations and relocation of existing power facilities inside the concrete beam to be removed over the UV disinfection channel, per the response to RFI #004.

This estimate includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed in RFI #004. The Lump Sum Adder for these changes is:

**Add: \$7,030.00**  
**Add: Seven Thousand Thirty Dollars**  
**Add: (7) Days**

**Clarifications:**

1. This proposal is based on working regular hours; no overtime is included.
2. This proposal is based on the assumption the wiring to be relocated is for the conveyor, hoist, and sampler. It is believed this is inclusive of all wiring located inside the beam. However, given our best efforts via GPR and investigation this cannot be completely confirmed. If additional facilities are located in the beam the work associated with those items will require a subsequent change order.
3. Terms and conditions of original contract apply.
4. This proposal is valid for (7) days.

Please review this change request and provide written approval. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

**Mark Cvetkovich, P.E.**  
**Project Manager**

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.



**PCO SUMMARY PRICING SHEET**

PROJECT:	Carmel WWTP Improvements	ENGINEER:	Jones & Henry Engineers	PCO #	001
PROJECT NO.:	15-20-014			ORIGINAL DATE:	12/31/19
PRICED BY:	Mark Cvetkovich	DESCRIPTION OF WORK:	Temporary Electrical and Relocation per RFI 004	REVISION 1 DATE:	
CHECKED BY:				REVISION 2 DATE:	
				REVISION 3 DATE:	

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Add Task Subcontractor	1.0	LS	\$ 5,555.00	2		\$ 5,555.00			\$ 5,555.00
Add Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Add Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
Mob & Demob Equipment		EA	\$ 800.00	4				\$ -	\$ -
Subsistence		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables		LS	\$ -	4				\$ -	\$ -
Superintendent	4.0	HR	\$ 153.00	3			\$ 612.00		\$ 612.00
Operations Manager		HR	\$ 185.00	3			\$ -		\$ -
Project Manager	2.0	HR	\$ 155.00	3			\$ 310.00		\$ 310.00
Project Engineer		HR	\$ 106.00	3			\$ -		\$ -
Project Coordinator	1.0	HR	\$ 73.00	3			\$ 73.00		\$ 73.00
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup		LS	\$ -	3			\$ -		\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ 5,555.00	\$ 995.00	\$ -	\$ 6,550.00
Markup	10.0%				\$ -		\$ 99.50	\$ -	\$ 99.50
Markup on Subcontractor	5.0%					\$ 277.75			\$ 277.75
<b>ADDITIONS SUB-TOTAL</b>									\$ 6,927.25
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ -	\$ -	\$ -
<b>DELETIONS SUB-TOTAL</b>									\$ -
<b>NET SUB-TOTAL</b>									\$ 6,927.25
Bonds & Insurance	1.5%								\$ 103.91
<b>TOTAL</b>									\$ 7,031.16
Additional Contract Substantial / Final Completion Time	7	DAY						USE-->	\$ 7,030

The information provided herein is deemed in conformance with the requirements of the EJCDC Standard General Conditions.  
 We reserve the right to correct this document for errors and omissions.  
 This Potential Change order is valid for 7 days.



R & M Electric, Inc.  
 3173 E. Main St., Suite 200  
 Danville, IN 46122  
 O - (317) 718-0487 Fax - (317) 718-8220  
 randmelectricinc.com

**Subcontractor Change Order Cover Sheet**

Subcontractor R & M Electric, Inc.		Project # 451-7504.001					
Project Name		Carmel WWTP Secondary System Expansion					
Description of Change - RFI # 000004							
Labor Breakdown							
Rate Type	Hours (Y)			Hourly Rate (X)			Total Cost (X x Y)
	ST	OT	DT	ST	OT	DT	
F	41.28			\$76.34			\$3,151.32
PM	1.00			\$85.00			\$85.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
(A) Total Labor Cost							\$3,236.32

Material Breakdown				Equipment Breakdown			
Material Item	Qty.	Cost	Total	Equipment	Time	Rate	Total
Lot (Breakout Below)	1	\$1,336.71	\$1,336.71	GR-20 Lift	1	\$525.00	\$525.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
(B) Total Material Cost \$1,336.71				(C) Total Equipment Cost \$525.00			

Subcontractor Work (Provide Back-Up)		
Subcontractor	Description	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
(D) Total Subcontractor Cost		\$0.00

Miscellaneous Costs				Overhead & Profit		
Item	Qty.	Cost	Total	O H & P %	Job Cost	O H & P Cost
			\$0.00	10.0%	Labor	\$323.63
			\$0.00	10.0%	Material	\$133.67
			\$0.00	5.0%	Sub	\$0.00
			\$0.00	(F) O H & P Cost		\$457.30
(E) Total Misc. Cost \$0.00						

Comments:

Signature: Brandon Clapp  
 Name: Brandon Clapp  
 Date: 12/23/19

Grand Total	
(A) Labor	\$3,236.32
(B) Material	\$1,336.71
(C) Equipment	\$525.00
(D) Subs	\$0.00
(E) Misc.	\$0.00
(F) O H & P	\$457.30
TAXES	0.00%
<b>GRAND TOTAL</b>	<b>\$5,555.33</b>

Description	Quan.	Trade Price	P. Unit	Net Cost	Labor	L. Unit	Total Material	Total Hours
1" CONDUIT - RMC - ALUM	110	396.2 C		396.2	6.5 C		435.82	7.15
1" CONN THRD HUB INSUL - RMC - ALUM	1	769.94 C		769.94	31.25 C		7.7	0.31
1" 3-PC UNION (ERICKSON) COUPLING - RMC - ALUM	2	5717.89 C		5717.89	62.5 C		114.36	1.25
3/4" CONDUIT CLAMP - S/S	16	250.63 C		250.63	7.5 C		40.1	1.2
#12 THHN BLACK	1150	251.28 M		251.28	6.44 M		288.97	7.41
#12/2C NM-B	80	683.5 M		683.5	19.75 M		54.68	1.58
#10/3C NM-B	100	1506.3 M		1506.3	28.5 M		150.63	2.85
1/2" CONN 2-SCREW STRAP TYPE DC FOR OVAL NMC	4	78.78 C		78.78	11.25 C		3.15	0.45
1 7/8" DEEP HANDY BOX 1/2" KO	1	1063.95 C		1063.95	27.5 C		10.64	0.28
HANDY BOX DUP REC COVER	1	381.38 C		381.38	3.13 C		3.81	0.03
1" FIELD CUT KO	2	5 E		5	0.5 E		10	1
1/4-20x 1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH - 304 S/S	16	71.54 C		71.54	10 C		11.45	1.6
1/4-20x 3/8 P/H SLOT/PHILLIPS MACHINE SCREW	1	3.82 C		3.82	3.63 C		0.04	0.04
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON CABLE TIE - STD	25	18.6 C		18.6	5 C		4.65	1.25
MALL BEAM CLAMP TO 15/16" FLNG W/ 1/4-20 THRD	1	241.56 C		241.56	10 C		2.42	0.1
20A 125V DUP REC - IVY (SG)	1	2130 C		2130	25 C		21.3	0.25
#12 WIRE POWER TERM	14	1 E		1	0.11 E		14	1.54
#10 WIRE POWER TERM	16	1 E		1	0.14 E		16	2.24
#16 WIRE CONTROL TERM	4	1 E		1	0.09 E		4	0.36
BITS (CARBIDE)	1	15 E		15	0.1 E		15	0.1
BELDEN 8719	100	1280 M		1280	24 M		128	2.4
DEMO # 12 WIRE	1150	0 E		0	6 M		0	6.9
PANEL SHUTDOWN	1	0 E		0	1 E		0	1
Totals	2797						1336.71	41.28

## Project: City of Carmel - Secondary System Expansion Contract 100

**RFI (GC to Engineer) #000004**

Posted by Nate Leestma on 12/18/2019. Closed by Philip Teague on 12/20/2019.

**Due Date:** 12/19/2019

**Description:** Live Power within Existing Beam to be Demo'd

**Contractor Tracking #:** RFI 004

**Specification Section:** 002110 Removal of Structures and Obstructions

**Question:** While preparing for demo of the existing structural beam within the UV building, BEC discovered that an existing conduit(s) with live power are currently running through this structural beam which is to be demo'd. Upon locating the route of the conduit via GPR, BEC determined that this conduit runs from the existing PP-UV within the control room, through the structural concrete beam roughly 7 inches below the top-on-beam, and to the northwest corner of the building in order to feed the existing north conveyor, south conveyor, and hoist disconnects. Please see the attached E-14. This can also be confirmed by the nameplates on these three disconnects (please see attached photos), which state "Feed from PP-UV". Please advise how to proceed.

**Answer:** The three items listed (north conveyor, south conveyor, and hoist disconnects) may be temporarily unpowered without adverse effect.

Due to the imperfect record drawings, there is some concern that additional conduit may be located in the beam. Of particular concern is the effluent sampler and the communications PLC. This seems unlikely, given the layout of the building, but they are important for the plant operations and for the City's peace of mind.

As such, it is requested that BEC's provide a price for the following items to be added to the Contract's scope of work:

- Ensure that the effluent sampler and UV building PLC is not disrupted for more than 8 hours as a result of the work. This may be done by physically verifying the route of power to these items, by providing temporary power to these items, or by being prepared to temporarily power these items in the event of an outage.
- Safely remove the beam as shown on the Contract Drawings.
- Reroute any conduits found to be located in the removed beam.

**Office Notes:**

**Related Plan Sheets:**

138539 - 0910-E-14\_UV DISINFECTION SYSTEM ELECTRICAL PLAN, ONE-LINE & PANEL SCHEDULES.pdf

**Attachments:**

RFI 004 - Live Power Within Existing Beam to be Demo'd.pdf (1.45 MB)



1/15/20

Page 1 of 1

(Via Email)

**Mr. Philip Teague, P.E.**  
**Jones and Henry Engineers**  
3103 Executive Parkway, Suite 300  
Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**RFI #008 UV Channel Modifications**

Dear Mr. Teague,

Bowen Engineering is submitting the following change request for the time and material work completed on the UV Channel modifications. These modifications were performed per discussions and email correspondence from January 9<sup>th</sup>, 2020 thru January 13, 2020.

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Adder for these changes is:

**Add: \$3,980.00**  
**Add: Three Thousand Nine Hundred Eighty Dollars**  
**Add: (5) Days**

**Clarifications:**

1. This proposal is only for the work detailed above and included in EWO – 001 attached to this request.
2. Terms and conditions of original contract apply.
3. This proposal is valid for (7) days.

Please review this change request and provide written approval. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

**Mark Cvetkovich, P.E.**  
**Project Manager**

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.



**PCO SUMMARY PRICING SHEET**

**PROJECT:** Carmel WWTP Improvements      **ENGINEER:** Jones & Henry Engineers      **PCO #** 001  
**PROJECT NO.:** 15-20-014      **ORIGINAL DATE:** 01/15/20  
**PRICED BY:** Nate Leestma      **DESCRIPTION OF WORK:** UV Channel Modification      **REVISION 1 DATE:**  
**CHECKED BY:** Mark Cvetkovich      **REVISION 2 DATE:**  
**REVISION 3 DATE:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ 580.94	1	\$ 580.94				\$ 580.94
Add Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Add Task Labor	1.0	LS	\$ 1,612.72	3			\$ 1,612.72		\$ 1,612.72
Add Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
Mob & Demob Equipment		EA	\$ 600.00	4				\$ -	\$ -
Subsistence		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables	1.0	LS	\$ 80.64	4				\$ 80.64	\$ 80.64
Superintendent	3.0	HR	\$ 153.00	3			\$ 459.00		\$ 459.00
Operations Manager		HR	\$ 165.00	3			\$ -		\$ -
Project Manager	2.0	HR	\$ 155.00	3			\$ 310.00		\$ 310.00
Project Engineer	4.0	HR	\$ 106.00	3			\$ 424.00		\$ 424.00
Project Coordinator	0.5	HR	\$ 73.00	3			\$ 36.50		\$ 36.50
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup	1.00	LS	\$ 64.51	3			\$ 64.51		\$ 64.51
									\$ -
									\$ -
<b>Sub-Total</b>					\$ 580.94	\$ -	\$ 2,906.73	\$ 80.64	\$ 3,568.30
Markup	10.0%				\$ 58.09		\$ 290.67	\$ 8.06	\$ 356.83
Markup on Subcontractor	5.0%					\$ -			\$ -
<b>ADDITIONS SUB-TOTAL</b>									\$ 3,925.13
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ -	\$ -	\$ -
<b>DELETIONS SUB-TOTAL</b>									\$ -
<b>NET SUB-TOTAL</b>									\$ 3,925.13
Bonds & Insurance	1.5%								\$ 58.88
<b>TOTAL</b>									\$ 3,984.01
Additional Contract Substantial / Final Completion Time	5	DAY						USE-->	\$ 3,980

The information provided herein is deemed in conformance with the requirements of the EJCDC Standard General Conditions.  
 We reserve the right to correct this document for errors and omissions.  
 This Potential Change order is valid for 7 days.



## Bowen Engineering - Extra Work Order

JOB NAME: Carmel WWTP Expansion EWO#: 1

PROJECT #: 1520014 1/13/2020

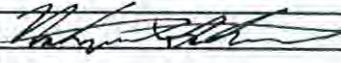
DESCRIPTION: Extend baffle walls per engineer's request in order to match UV Equip. Submittal drawing dims. Remove bulkhead, install additional rebar, and modify formwork for both UV channel baffle walls to extend walls 3' to match 221.46" baffle wall length dimension called out in UV equipment submittal drawings. Top of existing center wall is 3" higher than stated in the project drawings. Per engineer's request, cut already-installed U-bars to provide 2" clearance while keeping new top-of wall elevation at 741.00.

COST CODE	LABOR	RATE	M	T	W	TH	F	SA	SU	TOTAL
	Carpenter FM		8.5							
	Carpenter		17							
	Superintendent		3							
	Project Engineer		4							
Labor Subtotal										

EQUIPMENT	RATE	M	T	W	TH	F	SA	SU	TOTAL
Equipment Subtotal									

QUANTITY	MATERIALS / SUBCONTRACTOR	UNIT PRICE	TOTAL
1 LS	1/2" Coil Rod and Form Ties		
206 LF	#5 Rebar		
2 EA	4' x 8' x 3/4" Plywood		
2 EA	16.9 oz tubes of HY 500 Epoxy		
1 EA	box of 1/2" coil rod drop-in anchors		
Material / Subcontractor Subtotal			

	<b>TOTAL COST</b>
--	-------------------

AUTHORIZED BY:		Company: BEC
APPROVED BY:		Company: Jones & Henry



1/17/20

Page 1 of 1

(Via Email)  
Mr. Philip Teague, P.E.  
Jones and Henry Engineers  
3103 Executive Parkway, Suite 300  
Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
PCO #003 UV Effluent Gate Modifications

Dear Mr. Teague,

Bowen Engineering is pleased to submit the following change request for the UV effluent gate modifications. These modifications were performed per discussions onsite with Jones and Henry and the City of Carmel.

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Deduct for these changes is:

**Deduct: \$1,610.00**  
**Deduct: One Thousand Six Hundred Ten Dollars**

**Clarifications:**

1. The modifications to the scope associated with this change are as follows.
  - a. Existing Gates & Actuator Mounting Plates will be left in place
  - b. Existing actuators will be disconnected electrically and removed.
  - c. Existing operating stems will be removed.
  - d. New stems will be cut & installed with the travel spaced in the center of the threaded portion. No other modifications to the new stem will occur.
  - e. New actuators will be installed, electrically connected, and commissioned.
  - f. Existing stems, actuators, and new gates will be turned over to the owner for their stock.
2. Terms and conditions of original contract apply.
3. This proposal is valid for (7) days.

Please review this change request and provide written approval by January 23, 2020. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

Mark Cvetkovich, P.E.  
Project Manager

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.



**PCO SUMMARY PRICING SHEET**

PROJECT: Carmel WWTP Improvements	ENGINEER: Jones & Henry Engineers	PCO # 003
PROJECT NO.: 15-20-014		ORIGINAL DATE: 01/15/20
PRICED BY: Mark Cvetkovich	DESCRIPTION OF WORK: Leave Existing UV effluent weir gates in place and retro-fit with new actuators	REVISION 1 DATE:
CHECKED BY: Mark Cvetkovich		REVISION 2 DATE:
		REVISION 3 DATE:

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Add Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Add Task Labor	1.0	LS	\$ 398.68	3			\$ 398.68		\$ 398.68
Add Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
Mob & Demob Equipment		EA	\$ 600.00	4				\$ -	\$ -
Subsistence		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables		LS	\$ 19.93	4				\$ -	\$ -
Superintendent		HR	\$ 153.00	3			\$ -		\$ -
Operations Manager		HR	\$ 165.00	3			\$ -		\$ -
Project Manager		HR	\$ 155.00	3			\$ -		\$ -
Project Engineer		HR	\$ 106.00	3			\$ -		\$ -
Project Coordinator		HR	\$ 73.00	3			\$ -		\$ -
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup		LS	\$ 15.95	3			\$ -		\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ 398.68	\$ -	\$ 398.68
Markup					\$ -		\$ -	\$ -	\$ -
Markup on Subcontractor	5.0%					\$ -			\$ -
<b>ADDITIONS SUB-TOTAL</b>									\$ 398.68
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ (100.00)	1	\$ (100.00)				\$ (100.00)
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ (1,888.57)	3			\$ (1,888.57)		\$ (1,888.57)
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ (100.00)	\$ -	\$ (1,888.57)	\$ -	\$ (1,988.57)
<b>DELETIONS SUB-TOTAL</b>									\$ (1,988.57)
<b>NET SUB-TOTAL</b>									\$ (1,589.89)
Bonds & Insurance	1.5%								\$ (23.85)
<b>TOTAL</b>									\$ (1,613.74)
Additional Contract Substantial / Final Completion Time		DAY						USE-->	\$ (1,610)

The information provided herein is deemed in conformance with the requirements of the EJCDC Standard General Conditions.  
 We reserve the right to correct this document for errors and omissions.  
 This Potential Change order is valid for 7 days.





2/4/20

Page 1 of 1

(Via Email)

Mr. Philip Teague, P.E.

Jones and Henry Engineers

3103 Executive Parkway, Suite 300

Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**PCO #004 Clarifier #2 Drive Replacement**

Dear Mr. Teague,

Bowen Engineering is pleased to submit the following change request for an expedited installation of the clarifier #2 drive unit only onto the existing clarifier mechanism. These modifications will be performed per discussions onsite with Evoqua and the City of Carmel.

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Add for these changes is:

**Add: \$56,950.00**

**Add: Fifty Six Thousand Nine Hundred Fifty Dollars**

**Clarifications:**

1. The modifications to the scope associated with this change are as follows.
  - a. Existing bridge and drive unit will be removed
  - b. New drive unit will be installed on existing mechanism.
  - c. Temporary Electrical Feed will be installed
  - d. Unit will be re-planed and commissioned.
  - e. No modifications to existing grout will occur at this time other than removal of broken or loose pieces interfering with plan.
  - f. Bowen will not be liable for damage due to existing tank conditions.
  - g. Manufacturer quoted lead time for delivery of drive shall be 3 weeks from date of release.
  - h. Work is anticipated to be one week in duration.
2. Terms and conditions of original contract apply.
3. This proposal is valid for (7) days.

Please review this change request and provide written approval by February 10, 2020. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

Mark Cvetkovich, P.E.

Project Manager

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.

8802 N Meridian Street • Indianapolis, IN 46260 • P: 317.842.2616 • www.bowenengineering.com



**PCO SUMMARY PRICING SHEET**

<b>PROJECT:</b> Carmel WWTP Improvements		<b>ENGINEER:</b> Jones & Henry Engineers		<b>PCO #</b> 004					
<b>PROJECT NO.:</b> 15-20-014		<b>DESCRIPTION OF WORK:</b> Remove and Replace existing Clarifier Drive #2 prior to new mechanism arriving. Expedite Shipment of new Drive.		<b>ORIGINAL DATE:</b> 01/31/20					
<b>PRICED BY:</b> Mark Cvetkovich				<b>REVISION 1 DATE:</b>					
<b>CHECKED BY:</b>				<b>REVISION 2 DATE:</b>					
				<b>REVISION 3 DATE:</b>					
DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ 23,450.00	1	\$ 23,450.00				\$ 23,450.00
Add Task Subcontractor	1.0	LS	\$ 1,226.00	2		\$ 1,226.00			\$ 1,226.00
Add Task Labor	1.0	LS	\$ 10,689.60	3			\$ 10,689.60		\$ 10,689.60
Add Task Equipment	1.0	LS	\$ 7,848.00	4				\$ 7,848.00	\$ 7,848.00
Mob & Demob Equipment	3.0	EA	\$ 600.00	4				\$ 1,800.00	\$ 1,800.00
Substance		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools	5.0	DAY	\$ 250.00	4				\$ 1,250.00	\$ 1,250.00
Small Tools Consumables	1.0	LS	\$ 534.48	4				\$ 534.48	\$ 534.48
Superintendent	16.0	HR	\$ 153.00	3			\$ 2,448.00		\$ 2,448.00
Operations Manager		HR	\$ 165.00	3			\$ -		\$ -
Project Manager	8.0	HR	\$ 155.00	3			\$ 1,240.00		\$ 1,240.00
Project Engineer		HR	\$ 106.00	3			\$ -		\$ -
Project Coordinator	2.0	HR	\$ 73.00	3			\$ 146.00		\$ 146.00
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup	1.00	LS	\$ 427.58	3			\$ 427.58		\$ 427.58
									\$ -
									\$ -
<b>Sub-Total</b>					\$ 23,450.00	\$ 1,226.00	\$ 14,951.18	\$ 11,432.48	\$ 51,059.66
Markup	10.0%				\$ 2,345.00		\$ 1,495.12	\$ 1,143.25	\$ 4,983.37
Markup on Subcontractor	5.0%					\$ 61.30			\$ 61.30
<b>ADDITIONS SUB-TOTAL</b>									\$ 56,104.33
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ -	\$ -	\$ -
<b>DELETIONS SUB-TOTAL</b>									\$ -
<b>NET SUB-TOTAL</b>									\$ 56,104.33
Bonds & Insurance	1.5%								\$ 841.56
<b>TOTAL</b>									\$ 56,945.90
Additional Contract Substantial / Final Completion Time	5	DAY						USE-->	\$ 56,950

The information provided herein is deemed in conformance with the requirements of the EJCDC Standard General Conditions.  
 We reserve the right to correct this document for errors and omissions.  
 This Potential Change order is valid for 7 days.





Proposal For: CITY OF CARMEL  
Jeff Cooper  
3450 W 131ST ST  
CARMEL, IN 46074  
Phone: 317-571-2634 x 1637  
JCooper@carmel.in.gov

Evoqua Water Technologies  
N19W23993 Ridgeview Pkwy, Suite 200  
Waukesha, WI 53188  
Phone:

## Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	<b>W3T61342</b> DRIVE ASSY-H40ALT,CCW,0.04RPM,EURO Reference #: 603-81657-83	1 EA	\$33,000.00	\$33,000.00
2	<b>W3T6313</b> STARTUP (3 Days Total One Day Onsite)	1 EA	\$3,600.00	\$3,600.00

Item(s) Subtotal: **\$36,600.00**  
Shipping and Handling Charges: **\$600.00**  
**Total Net Price: \$37,200.00**

**Proposal Notes**  
**Lead Time: 2-3 Weeks**

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 225.9 for April 2019.  
If the MMPI exceeds 230.5 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 230.5

**Please provide tax exempt certificate with purchase order.**

Our Manufacturer Rep in your area is:

Representative: Brian Panzer  
Company: The Henry P. Thompson Company  
List Address: 8980 Technology Dr., Suite 102  
Fishers, IN, 46038  
Phone:  
Email: bpanzer@hpthompson.com

## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- Prepaid and Add: Shipping and Handling Charge

### Terms

- This quote is valid until 02-21-2020
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
  - Fax to:
  - or Email to:
- You may also mail this to:
  - Evoqua Water Technologies
  - N19W23993 Ridgeview Pkwy, Suite 200
  - Waukesha, WI 53188

**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: \_\_\_\_\_

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

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



R & M Electric, Inc.  
 3173 E. Main St., Suite 200  
 Danville, IN 46122  
 O - (317) 718-0487 Fax - (317) 718-8220  
 randmelectricinc.com

Subcontractor Change Order Cover Sheet

Subcontractor		R & M Electric, Inc.		Project #		451-7504.001	
Project Name				Carmel WWTP Secondary System Expansion			
Description of Change - Clarifier # 2 Temporary Power							
<b>Labor Breakdown</b>							
Rate Type	Hours (Y)			Hourly Rate (X)			Total Cost (X x Y)
	ST	OT	DT	ST	OT	DT	
F	12.20			\$76.34			\$931.35
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
(A) Total Labor Cost							\$931.35

Material Breakdown				Equipment Breakdown			
Material Item	Qty.	Cost	Total	Equipment	Time	Rate	Total
Lot (Breakout Below)	1	\$183.38	\$183.38				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
(B) Total Material Cost			\$183.38	(C) Total Equipment Cost			\$0.00

Subcontractor Work (Provide Backup)		
Subcontractor	Description	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
(D) Total Subcontractor Cost		\$0.00

Miscellaneous Costs				Overhead & Profit			
Item	Qty.	Cost	Total	O H & P %	Job Cost	O H & P Cost	
			\$0.00	10.0%	Labor	\$931.35	\$93.13
			\$0.00	10.0%	Material	\$183.38	\$18.34
				5.0%	Sub	\$0.00	\$0.00
			\$0.00	(F) O H & P Cost		\$111.47	
(E) Total Misc. Cost			\$0.00				

Comments:

Signature: Brandon Clapp  
 Name: Brandon Clapp  
 Date: 02/03/20

Grand Total	
(A) Labor	\$931.35
(B) Material	\$183.38
(C) Equipment	\$0.00
(D) Subs	\$0.00
(E) Misc.	\$0.00
(F) O H & P	\$111.47
TAXES	0.00%
	\$0.00
<b>Grand Total</b>	<b>\$1,226</b>

Description	Quantity	Trade Price	Price U	Net Cost	Labor	Labor U	Total Material	Total Hours
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	9	417 C		333.6	6.19 C		30.02	0.56
3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	3	621.46 C		497.17	21.25 C		14.92	0.64
3/4" CONN 90 DEG - LIQUIDTIGHT DIECAST	3	1131.02 C		904.82	21.25 C		27.14	0.64
3/4" CONDUIT - PVC40	70	40.29 C		26.19	4.5 C		18.33	3.15
#12 THHN BLACK	500	251.28 M		175.9	6.44 M		87.95	3.22
11.10" Lx 0.140" W - 3.000" BUNDLE NYLON CABLE TIE	20	31.31 C		25.05	6.25 C		5.01	1.25
RESEARCH EXISTING WIRING	1	0 E		0	2 E		0	2
EQUIPMENT TERMINATIONS	3	0 E		0	0.25 E		0	0.75
Totals	609						183.38	12.2



4/17/20

Page 1 of 1

(Via Email)

Mr. Philip Teague, P.E.

Jones and Henry Engineers

3103 Executive Parkway, Suite 300

Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**PCO #006 Concrete Debris in Existing Berm Lost Productivity**

Dear Mr. Teague,

Bowen Engineering is pleased to submit the following change request to excavate and remove the concrete and other debris that was located within the berm at the Clarifier #7 excavation. This change is inclusive of the lost production time while excavating the unsuitable material and loading it into dumpsters supplied by the City of Carmel.

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Add for these changes is:

**Add: \$2,470.00**

**Add: Two Thousand Four Hundred Seventy Dollars**

**Clarifications:**

1. Terms and conditions of original contract apply.
2. This proposal is valid for (7) days.
3. The associated cost reflects regular working hours. No overtime is included.
4. The City of Carmel provided the dumpsters and the removal of debris from site.

Please review this change request and provide written approval by April 24, 2020. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Cvetkovich".

Mark Cvetkovich, P.E.

Project Manager

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.



**PCO SUMMARY PRICING SHEET**

<b>PROJECT:</b> Carmel WWTP Improvements		<b>ENGINEER:</b> Jones & Henry Engineers		<b>PCO #</b> 006					
<b>PROJECT NO.:</b> 15-20-014		<b>DESCRIPTION OF WORK:</b> Excavating unsuitable berm fill and loading into dumpster for Clarifier #7 excavation		<b>ORIGINAL DATE:</b> 03/27/20					
<b>PRICED BY:</b> Jacob Hyde				<b>REVISION 1 DATE:</b>					
<b>CHECKED BY:</b> Mark Cvetkovich				<b>REVISION 2 DATE:</b>					
				<b>REVISION 3 DATE:</b>					
DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Add Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Add Task Labor	1.0	LS	\$ 827.78	3			\$ 827.78		\$ 827.78
Add Task Equipment	1.0	LS	\$ 898.31	4				\$ 898.31	\$ 898.31
Mob & Demob Equipment		EA	\$ 800.00	4				\$ -	\$ -
Subsistence		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables		LS	\$ 41.39	4				\$ -	\$ -
Superintendent	1.0	HR	\$ 153.00	3			\$ 153.00		\$ 153.00
Operations Manager		HR	\$ 165.00	3			\$ -		\$ -
Project Manager	1.0	HR	\$ 155.00	3			\$ 155.00		\$ 155.00
Project Engineer	1.0	HR	\$ 106.00	3			\$ 106.00		\$ 106.00
Project Coordinator	0.5	HR	\$ 73.00	3			\$ 36.50		\$ 36.50
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup	1.00	LS	\$ 33.11	3			\$ 33.11		\$ 33.11
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ 1,311.39	\$ 898.31	\$ 2,209.70
Markup	10.0%				\$ -		\$ 131.14	\$ 89.83	\$ 220.97
Markup on Subcontractor	5.0%					\$ -			\$ -
<b>ADDITIONS SUB-TOTAL</b>									\$ 2,430.67
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ -	\$ -	\$ -
<b>DELETIONS SUB-TOTAL</b>									\$ -
<b>NET SUB-TOTAL</b>									\$ 2,430.67
Bonds & Insurance	1.5%								\$ 36.46
<b>TOTAL</b>									\$ 2,467.13
Additional Contract Substantial / Final Completion Time		DAY						USE-->	\$ 2,470

The information provided herein is deemed in conformance with the requirements of the EJCDC Standard General Conditions.  
 We reserve the right to correct this document for errors and omissions.  
 This Potential Change order is valid for 7 days.



## Bowen Engineering - Extra Work Order

JOB NAME: Carmel WWTP Expansion	EWO#: 2
PROJECT #: 1520014	3/17/2020

**DESCRIPTION:** Lost Productivity in Clarifier 7 Excavation due to Unknown materials in existing berm  
 Due to the large amount of unknown materials that are present in the existing berm at the Final Clarifier 7 location (including existing drying bed foundation concrete, telephone poles, manhole riser sections etc), extra time has had to be spent each day sorting out and setting aside these materials in order to load in a roll off dumpster to be hauled offsite. This in turn has resulted in a loss of production in regards to excavation/demo of berm soil material.

COST CODE	LABOR	RATE	M	T	W	TH	F	SA	SU	TOTAL
	Operator		2	2						
<b>Labor Subtotal</b>										

EQUIPMENT	RATE	M	T	W	TH	F	SA	SU	TOTAL
CAT 326 Excavator		2	2						
<b>Equipment Subtotal</b>									

QUANTITY	MATERIALS / SUBCONTRACTOR	UNIT PRICE	TOTAL
<b>Material / Subcontractor Subtotal</b>			

<b>TOTAL COST</b>	
-------------------	--

AUTHORIZED BY:		Company: BEC
APPROVED BY:		Company: Jones & Henry

## Bowen Engineering - Extra Work Order

JOB NAME: Carmel WWTP Expansion	EWO#: 4
PROJECT #: 1520014	3/27/2020

DESCRIPTION: Load Concrete Fill into Dumpster  
 Per the Town's direction, BEC loaded the concrete scraps/fill that was uncovered during the stripping and clearing for the new clarifier excavation into the Town's dumpster.

COST CODE	LABOR	RATE	M	T	W	TH	F	SA	SU	TOTAL
	Dale Mathis		1	1	1	1	1			\$0.00
	Nate Leestma		1							\$0.00
										\$0.00
										\$0.00
										\$0.00
										\$0.00
										\$0.00
Labor Subtotal										\$0.00

EQUIPMENT	RATE	M	T	W	TH	F	SA	SU	TOTAL
930 Loader		1	1	1	1	1			\$0.00
									\$0.00
									\$0.00
Equipment Subtotal									\$0.00

QUANTITY	MATERIALS / SUBCONTRACTOR	UNIT PRICE	TOTAL
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Material / Subcontractor Subtotal			\$0.00

	<b>TOTAL COST</b>	\$0.00
--	-------------------	--------

AUTHORIZED BY:		Company: BEC
APPROVED BY:		Company: Jones & Henry



4/15/20

Page 1 of 1

(Via Email)

Mr. Philip Teague, P.E.

Jones and Henry Engineers

3103 Executive Parkway, Suite 300

Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**PCO #007 Provide Standby Pumps**

Dear Mr. Teague,

Bowen Engineering is pleased to submit the following change request to provide one 4" and one 8" diesel driven standby pumps and accessories on site. This change is based on discussions onsite to provide pumps on a standby basis for the city to use if the need arose.

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Add for these changes is:

**Add: \$3,770.00 per month**  
**Add: Three Thousand Seven Hundred Seventy Dollars per month**

**Clarifications:**

1. This is a standby monthly rate only allowing for 160 hours of runtime per month.
2. Scope includes
  - a. 1 – 4" diesel driven pump
  - b. 1 – 8" diesel driven pump
  - c. 2 - strainers
  - d. 80' of suction hose
  - e. 400' of lay flat discharge hose
3. Price does not include setup and teardown
4. Price does not include fuel
5. Mobilization in and out will be billed at \$900 for the two pumps and accessories.
6. Terms and conditions of original contract apply.
7. This proposal is valid for (7) days.

Please review this change request and provide written approval by April 17, 2020. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

Mark Cvetkovich, P.E.

Project Manager

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.

8802 N Meridian Street • Indianapolis, IN 46260 • P: 317.842.2616 • www.bowenengineering.com



**PCO SUMMARY PRICING SHEET**

<b>PROJECT:</b>	Carmel WWTP Improvements	<b>ENGINEER:</b> Jones & Henry Engineers	<b>PCO #</b> 007
<b>PROJECT NO.:</b>	15-20-014		<b>ORIGINAL DATE:</b> 04/02/20
<b>PRICED BY:</b>	Nate Leestma	<b>DESCRIPTION OF WORK:</b> Provide 1- 4" & 1-8" standby diesel driven pumps & accessories onsite.	<b>REVISION 1 DATE:</b> 04/15/20
<b>CHECKED BY:</b>	Mark Cvetkovich		<b>REVISION 2 DATE:</b>
			<b>REVISION 3 DATE:</b>

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ 2,845.69	1	\$ 2,845.69				\$ 2,845.69
Add Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Add Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Add Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
Mob & Demob Equipment		EA	\$ 600.00	4				\$ -	\$ -
Subsistence		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables	1.0	LS	\$ -	4				\$ -	\$ -
Superintendent	2.0	HR	\$ 153.00	3			\$ 306.00		\$ 306.00
Operations Manager		HR	\$ 165.00	3			\$ -		\$ -
Project Manager	1.0	HR	\$ 155.00	3			\$ 155.00		\$ 155.00
Project Engineer		HR	\$ 106.00	3			\$ -		\$ -
Project Coordinator	1.0	HR	\$ 73.00	3			\$ 73.00		\$ 73.00
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup	1.00	LS	\$ -	3			\$ -		\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ 2,845.69	\$ -	\$ 534.00	\$ -	\$ 3,379.69
Markup	10.0%				\$ 284.57		\$ 53.40	\$ -	\$ 337.97
Markup on Subcontractor	5.0%					\$ -			\$ -
<b>ADDITIONS SUB-TOTAL</b>									\$ 3,717.66
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ -	\$ -	\$ -
<b>DELETIONS SUB-TOTAL</b>									\$ -
<b>NET SUB-TOTAL</b>									\$ 3,717.66
Bonds & Insurance	1.5%								\$ 55.76
<b>TOTAL</b>									\$ 3,773.42
Additional Contract Substantial / Final Completion Time	5	DAY						USE-->	\$ 3,770

The information provided herein is deemed in conformance with the requirements of the EJCDC Standard General Conditions.  
 We reserve the right to correct this document for errors and omissions.  
 This Potential Change order is valid for 7 days.





PC#: 1387  
 11220 ALLISONVILLE RD  
 FISHERS, IN 46038 1839  
 317-558-7439

**SUNBELT RENTALS, INC.**  
 Salesman: 802501 MCINTOSH, JOE (8025)  
 Typed By: JMCINTOSH1

Job Site:  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

Customer: 231973  
 BOWEN ENGINEERING CORP,  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

**QUOTE**

Contract #.. 100219256  
 Contract dt. 4/06/20  
 Date out.... 4/06/20 12:22 PM  
 Est return.. 4/13/20 12:22 PM  
 Job Loc..... 9609 HAZEL DELL PKWY, INDIANAPOL  
 Job No..... 1 - CARMEL WWTP EXPA  
 P.O. #..... N/A  
 Ordered By.. LASH, MATT  
 NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
4.00	8X8X12 SOLIDS VAC QF PUMP 0410240	448.00	448.00	1128.00	3708.00	4512.00
4.00	8X20 COMPOSITE SUC/DIS FFX FLG HOSE	35.40	35.40	99.00	294.00	396.00
4.00	10X20 ORANGE/CLEAR SUC BAUER HOSE	36.60	36.60	108.00	318.00	432.00
12.00	8X20 PIPE HDPE POLYBARB DR 26 BAUER	10.20	10.20	30.60	84.00	367.20
4.00	8" 90° ELB BAUER	19.00	19.00	43.00	165.00	172.00
4.00	10" STRAINER FLG	18.00	18.00	47.00	145.00	188.00
<p>*** EQP MSG ***            8 Hrs/Day 40 Hrs/Wk = 1.0x Rate            9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate            17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate            DURING COLD WEATHER CUSTOMER IS RESPONSIBLE TO DRAIN            WATER FROM PUMP TO PREVENT FREEZING            EQUIPMENT IN THIS CONTRACT MAY REQUIRE THE USE OF            DIESEL EXHAUST FLUID (DEF). DEF CONSUMPTION RATES ARE DIRECTLY            RELATED TO ENGINE SIZE/ENGINE LOAD AND WILL VARY. DEF IS A CONSUMABLE            ITEM. CUSTOMER IS RESPONSIBLE FOR PROPER DEF LEVEL MAINTENANCE AND            ANY DOWNTIME AND DEF SYSTEM DAMAGES THAT MAY OCCUR IF NOT MAINTAINED.            CONTACT YOUR SALES REPRESENTATIVE WITH ANY QUESITONS.</p>						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL	EA	72.190			72.19

\*\*\*\*\*  
 Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)  
 \*\*\*\*\*

<b>IF THE EQUIPMENT DOES NOT WORK          PROPERLY, NOTIFY THE OFFICE AT ONCE</b>	<b>MULTIPLE SHIFTS OR          OVERTIME RATES MAY APPLY</b>	<b>CUSTOMER IS RESPONSIBLE FOR          REFUELING, DAMAGES AND REPAIRS</b>
<p>1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.          2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.          3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.          4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.          5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.          6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at <a href="http://www.sunbeltrentals.com/rentalcontract">www.sunbeltrentals.com/rentalcontract</a>. *Delivery/Pickup Surcharge fee explanation is available at <a href="http://www.sunbeltrentals.com/surcharge">www.sunbeltrentals.com/surcharge</a>.          7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.          8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.          9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.</p>		
<p>Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)</p>		
Customer Signature	Date	Name Printed
		Delivered By
		Date



PC#: 1387
11220 ALLISONVILLE RD
FISHERS, IN 46038 1839
317-558-7439

SUNBELT RENTALS, INC.

Salesman: 802501 MCINTOSH, JOE (8025)
Typed By: JMCINTOSH1

Job Site:

CARMEL WWTP EXPANSION PROJECT
9609 HAZEL DELL PKWY
INDIANAPOLIS, IN 46280 2935

C#: 317-842-2616 J#: 317-716-0325

QUOTE



Contract #.. 100219256
Contract dt. 4/06/20
Date out.... 4/06/20 12:22 PM
Est return.. 4/13/20 12:22 PM
Job Loc..... 9609 HAZEL DELL PKWY, INDIANAPOL
Job No..... 1 - CARMEL WWTP EXPA
P.O. #..... N/A
Ordered By.. LASH, MATT
NET DUE UPON RECEIPT

Customer: 231973
BOWEN ENGINEERING CORP.
PO BOX 40729
PO & JOB # REQUIRED
INDIANAPOLIS, IN 46240

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes SALES ITEMS, ENVIRONMENTAL CHARGE, DELIVERY CHARGE, PICKUP CHARGE, and Sub-total/Tax/Total.

All amounts are in USD

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
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5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
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8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date





Date: 4/02/20

Time: 9:28

# Email

SUNBELT RENTALS, INC.

Contract #.. 100122990

**To:** PAPERLESS SUBMISSION EM ALL  
JOE.MCINTOSH@SUNBELTRENALS.COM

**Company:** BOWEN ENGINEERING CORP.

**Message:**

**From:** JOSEPH MCINTOSH PC13

**Location:** INDIANAPOLIS PUMP SOLUTIONS

**Phone:** 317 572 1177

**Fax #:** 317 572 1178



PC#: 1387  
 11220 ALLISONVILLE RD  
 FISHERS, IN 46038 1839  
 317-558-7439

**SUNBELT RENTALS, INC.**  
 Salesman: 802501 MCINTOSH, JOE (8025)  
 Typed By: JMCINTOSH1

Job Site:  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

Customer: 231973  
 BOWEN ENGINEERING CORP.  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

**QUOTE**



Contract #.. 100122990  
 Contract dt. 4/02/20  
 Date out.... 4/09/20 9:22 AM  
 Est return.. 5/07/20 9:22 AM  
 Job Loc..... 9609 HAZEL DELL PKWY, INDIANAPOL  
 Job No..... 1 - CARMEL WWTP EXPA  
 P.O. #..... N/A  
 Ordered By.. LASH, MATT  
 NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
2.00	4X4X10 SOLIDS VAC 49HP CONTRACTOR PUMP 0410133	80.00	80.00	200.00	600.00	1200.00
4.00	4X20 ORANGE/CLEAR SUC BAUER HOSE	14.50	14.50	31.50	100.00	400.00
8.00	4X50 LAYFLAT NITRILE DIS BAUER HOSE	8.75	8.75	19.95	54.25	434.00
2.00	4" STRAINER	3.00	3.00	7.00	20.00	40.00
*** EQP MSG ***						
	8 Hrs/Day 40 Hrs/Wk = 1.0x Rate					
	9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate					
	17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate					
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL CHARGE 2133	EA	30.000	30.00		
1	INHERS IN 2.25% HEAVY EQUIP RENTAL EXCISE TAX	EA	46.670	46.67		
	DELIVERY CHARGE					65.00
	PICKUP CHARGE					65.00
Sub-total:						2280.67

\*\*\*\*\*  
 \* **Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)** \*\*\*\*\*  
 \* IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE \* MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY \* CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS \*  
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 7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.  
 8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.  
 9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)  
**Continued on the next page...**



PC#: 1387  
 11220 ALLISONVILLE RD  
 FISHERS, IN 46038 1839  
 317-558-7439

**SUNBELT RENTALS, INC.**  
 Salesman: 802501 MCINTOSH, JOE (8025)  
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Job Site:  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

Customer: 231973  
 BOWEN ENGINEERING CORP.  
 PO BOX 40729  
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Contract #.. 100122990  
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 Ordered By.. LASH, MATT  
 NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
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Tax: 156.38  
 Total: 2437.05

All amounts are in USD

\*\*\*\*\*  
 \* **Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)** \*\*\*\*\*  
 \* IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS \*

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Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_ Name Printed \_\_\_\_\_ Delivered By \_\_\_\_\_ Date \_\_\_\_\_

# SUNBELT TERMS AND CONDITIONS

1. **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of its representatives, agents, officers, employees or anyone signing this contract on its behalf. "Environmental Fee" is the charge described in Section 16. "Equipment" is the equipment and/or services identified earlier, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented "Incident" is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered "Lost" when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. "MSLP" is the Equipment manufacturer's suggested retail price on or about the date of the incident relating to the Equipment. "One Shift" means not more than 8 hours per day and 40 hours per week. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt Rentals, Inc. "Sunbelt Entities" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents.

2. **TERMS.** Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein are incorporated into this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from Sunbelt pursuant to this Contract. This Contract is the true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.

3. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety equipment or instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operating or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purpose set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or real other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carrier; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSLP or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of those that do. **SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.**

8. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE, CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.**

9. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for at the time of rental; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10. **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced, provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, wind, storms, earthquakes or other Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THE CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING OR MADE OTHER CONTRACTUAL ARRANGEMENTS.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or

entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and/or weekend rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for: (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys and RPP; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of diesel fuel in on-road Equipment; and (viii) an Environmental Fee (see [www.sunbeltrentals.com/environmentalfee](http://www.sunbeltrentals.com/environmentalfee)) and (ix) Transportation Surcharge (see [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge)). The convenience charge for off-road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Sunbelt approves Customer's executed credit application (credit customers must pay upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$25 for each check returned for lack of sufficient funds to cover the amount Sunbelt is owed for processing missed payment. Deposits will only be refunded after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

13. **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return the Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14. **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15. **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorney and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel efficient equipment, as well as, labor costs, administration costs, etc. To help defray these and other costs, Sunbelt assesses an Environmental Fee, plus applicable taxes thereon in connection with certain rentals. The Environmental Fee is not a tax or governmentally mandated charge, and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

17. **FUEL.** For Equipment that uses fuel, Customer has three options: (a) **Prepay Fuel Option** - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated full capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) **Pay on Return Option** - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons returned to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) **Return Full Option** - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option, however these options each allow for the convenience of not refueling.

18. **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTEMPORARY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

19. **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

20. **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

21. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations, and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to [www.bis.doc.gov](http://www.bis.doc.gov) for information.

22. **GOVERNING LAW.** The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

23. **MISCELLANEOUS.** This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the payee "Sunbelt Rentals Exchange, Inc."

**Additional terms and conditions for E&S Control, Shoring and Bridging can be found at <https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/>**



5/15/20

Page 1 of 1

(Via Email)

**Mr. Philip Teague, P.E.**

**Jones and Henry Engineers**

3103 Executive Parkway, Suite 300

Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**PCO #008 – Raise Existing Conduits for Mixed Liquor Channel Construction**

Dear Mr. Teague,

Bowen Engineering is pleased to submit the following change request to provide pricing for the extra work associated with the relocation/reroute of the existing electrical conduits which are currently interfering with the proposed location of the new Interconnecting Mixed Liquor Channel to be constructed. This change is inclusive of the raising of ten (10) existing conduits ranging in size from 1"-3" per the attached electrical scope of work and the concrete encasement of any/all conduits which will now be at a depth of 18" or less. Also included is the removal and capping of the service water hydrant in conflict with the channel.

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Add for these changes is:

**Add: \$24,450.00**

**Add: Twenty Four Thousand Four Hundred Fifty Dollars**

**Clarifications:**

1. Terms and conditions of original contract apply.
2. This proposal is valid for (7) days.

Please review this change request and provide written approval by May 21, 2020. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Cvetkovich".

**Mark Cvetkovich, P.E.**

**Project Manager**

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.



**PCO SUMMARY PRICING SHEET**

<b>PROJECT:</b>	Carmel WWTP Improvements	<b>ENGINEER:</b> Jones & Henry Engineers	<b>PCO #</b> 008
<b>PROJECT NO.:</b>	15-20-014		<b>ORIGINAL DATE:</b> 05/14/20
<b>PRICED BY:</b>	Nate Leesma	<b>DESCRIPTION OF WORK:</b> Relocation (raising) of existing conduits in road leading to Gate 4 to allow for construction of the Interconnecting Mixed Liquor Channel.	<b>REVISION 1 DATE:</b>
<b>CHECKED BY:</b>	Mark Cvetkovich		<b>REVISION 2 DATE:</b>
			<b>REVISION 3 DATE:</b>

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ 1,059.58	1	\$ 1,059.58				\$ 1,059.58
Add Task Subcontractor	1.0	LS	\$ 14,159.00	2		\$ 14,159.00			\$ 14,159.00
Add Task Labor	1.0	LS	\$ 2,489.92	3			\$ 2,489.92		\$ 2,489.92
Add Task Equipment	1.0	LS	\$ 3,552.25	4				\$ 3,552.25	\$ 3,552.25
Mob & Demob Equipment		EA	\$ 600.00	4				\$ -	\$ -
Subsistance		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables	1.0	LS	\$ 124.50	4				\$ 124.50	\$ 124.50
Superintendent	3.0	HR	\$ 153.00	3			\$ 459.00		\$ 459.00
Operations Manager		HR	\$ 165.00	3			\$ -		\$ -
Project Manager	2.0	HR	\$ 155.00	3			\$ 310.00		\$ 310.00
Project Engineer	2.0	HR	\$ 106.00	3			\$ 212.00		\$ 212.00
Project Coordinator	1.0	HR	\$ 73.00	3			\$ 73.00		\$ 73.00
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup	1.00	LS	\$ 99.60	3			\$ 99.60		\$ 99.60
									\$ -
									\$ -
<b>Sub-Total</b>					\$ 1,059.58	\$ 14,159.00	\$ 3,643.51	\$ 3,676.75	\$ 22,538.83
Markup	10.0%				\$ 105.96		\$ 364.35	\$ 367.67	\$ 837.98
Markup on Subcontractor	5.0%					\$ 707.95			\$ 707.95
<b>ADDITIONS SUB-TOTAL</b>									\$ 24,084.77
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ -	\$ -	\$ -
<b>DELETIONS SUB-TOTAL</b>									\$ -
<b>NET SUB-TOTAL</b>									\$ 24,084.77
Bonds & Insurance	1.5%								\$ 361.27
<b>TOTAL</b>									\$ 24,446.04
Additional Contract Substantial / Final Completion Time		DAY						USE-->	\$ 24,450





R & M Electric, Inc.  
 3173 E. Main St., Suite 200  
 Danville, IN 46122  
 O - (317) 718-0487 Fax - (317) 718-8220  
 randmelectricinc.com

Subcontractor Change Order Cover Sheet

Subcontractor		R & M Electric, Inc.		Project #		451-7504.001	
Project Name				Carmel WWTP Secondary System Expansion			
Description of Change - Raise Existing Conduits for Mixed Liquor Channel Construction							
Labor Breakdown							
Rate Type	Hours (Y)			Hourly Rate (X)			Total Cost (X x Y)
	ST	OT	DT	ST	OT	DT	
F	147.82			\$76.34			\$11,284.58
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
(A) Total Labor Cost							\$11,284.58

Material Breakdown				Equipment Breakdown			
Material Item	Qty.	Cost	Total	Equipment	Time	Rate	Total
Lot (Breakout Below)	1	\$1,168.93	\$1,168.93				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
(B) Total Material Cost			\$1,168.93	(C) Total Equipment Cost			\$0.00

Subcontractor Work (Provide Back-Up)		
Subcontractor	Description	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
(D) Total Subcontractor Cost		\$0.00

Miscellaneous Totals				Overhead & Profit		
Item	Qty.	Cost	Total	O H & P %	Job Cost	O H & P Cost
			\$0.00	10.0%	Labor	\$11,284.58
			\$0.00	10.0%	Material	\$1,168.93
			\$0.00	5.0%	Sub	\$0.00
(E) Total Misc. Cost			\$0.00	(F) O H & P Cost		\$1,245.35

Comments:

Signature: Brandon Clapp  
 Name: Brandon Clapp  
 Date: 04/07/20

Grand Total	
(A) Labor	\$11,284.58
(B) Material	\$1,168.93
(C) Equipment	\$0.00
(D) Subs	\$0.00
(E) Misc.	\$0.00
(F) O H & P	\$1,245.35
TAXES	0.00%
<b>Grand Total</b>	<b>\$13,500</b>

Description	Quantity	Trade Price	Price Unit	Link Price	Net Cost	Labor	Labor Unit	Total Material	Total Hours
1" MEASURE CUT & THREAD LABOR	2	5 E		0	5	22.5 C		10	0.45
1 1/4" MEASURE CUT & THREAD LABOR	2	5 E		0	5	24.6 C		10	0.49
2" MEASURE CUT & THREAD LABOR	3	5 E		0	5	36.4 C		15	1.09
3" MEASURE CUT & THREAD LABOR	2	5 E		0	5	54 C		10	1.08
1" CONDUIT - PVC80	100	120.89 C		48.93	48.93	5 C		48.93	5
1 1/4" CONDUIT - PVC80	100	156.33 C		64.53	64.53	6.1 C		64.53	6.1
2" CONDUIT - PVC80	150	213.39 C		99.35	99.35	8.7 C		149.03	13.05
3" CONDUIT - PVC80	20	497.61 C		177.68	177.68	11.7 C		35.54	2.34
1" ELBOW 90 DEG - PVC80	4	1103.58 C		158.72	158.72	25.4 C		6.35	1.02
1 1/4" ELBOW 90 DEG - PVC80	4	1082.07 C		264.93	264.93	30 C		10.6	1.2
2" ELBOW 90 DEG - PVC80	6	2874.69 C		476.77	476.77	46 C		28.61	2.76
3" ELBOW 90 DEG - PVC80	4	8035.42 C		1387.02	1387.02	78 C		55.48	3.12
1" COUPLING - PVC	8	62.48 C		15.47	15.47	0 C		1.24	0
1 1/4" COUPLING - PVC	8	94.04 C		20.63	20.63	0 C		1.65	0
2" COUPLING - PVC	12	151.24 C		37.46	37.46	0 C		4.5	0
4" COUPLING - PVC	8	616.87 C		168.28	168.28	0 C		13.46	0
1" FIELD BEND NO CUT - PVC	6	0 C		0	0	45 C		0	2.7
1 1/4" FIELD BEND NO CUT - PVC	4	0 C		0	0	50 C		0	2
2" FIELD BEND NO CUT - PVC	6	0 C		0	0	80 C		0	4.8
3" FIELD BEND NO CUT - PVC	4	0 C		0	0	140 C		0	5.6
PVC CEMENT STANDARD (1-QUART)	1	25.47 E		7.58	7.58	1 E		7.58	1
#10 THHN BLACK	5100	384.28 M		133.5	133.5	5.65 M		680.85	28.82
WIRE MARKER	104	15 C		0	15	1 C		15.6	1.04
#10 WIRE POWER TERM	34	0 E		0	0	0.11 E		0	3.74
#16 WIRE CONTROL TERM	46	0 E		0	0	0.07 E		0	3.22
#14 WIRE CONTROL TERM	24	0 E		0	0	0.08 E		0	1.92
DETERMINATE # 10 WIRE	34	0 E		0	0	0.06 E		0	2.04
DEMO 100' - # 10 WIRE	51	0 E		0	0	0.3 E		0	15.3
DEMO 1" PVC	50	0 E		0	0	0.02 E		0	1
DEMO 2" PVC	150	0 E		0	0	0.04 E		0	6
DEMO 1 1/4" PVC	100	0 E		0	0	0.03 E		0	3
DEMO 1 1/2" PVC	50	0 E		0	0	0.03 E		0	1.5
DETERMINATE BELDEN 1118A CABLE	23	0 E		0	0	0.08 E		0	1.84

DETERMINATE # 14 WIRE	24	0 E	0	0	0.04 E	0	0	0.96
DEMO 3" PVC	20	0 E	0	0	0.06 E	0	0	1.2
RESEARCH	1	0 E	0	0	16 E	0	0	16
DEMO 2" PVC COATED GRC	30	0 E	0	0	0.05 E	0	0	1.5
UNCOVER 1" PVC	1	0 E	0	0	0.75 E	0	0	0.75
POUR 1" PVC INTO SLAB	1	0 E	0	0	1 E	0	0	1
DEMO 1 1/4" PVC COATED GRC	20	0 E	0	0	0.03 E	0	0	0.6
DEMO 1" PVC COATED GRC	20	0 E	0	0	0.03 E	0	0	0.6
DEMO 3" PVC COATED GRC	20	0 E	0	0	0.08 E	0	0	1.6
DEMO 3" PVC 90	2	0 E	0	0	0.2 E	0	0	0.4
Totals	6359						1168.93	147.82

## RAISE EXISTING CONDUITS FOR MIXED LIQUOR CHANNEL CONSTRUCTION

- A. ACTUATOR 7
  - 1. UNCOVER EXISTING 1" PVC
  - 2. DEFLECT CONDUIT UP 18"
  - 3. POUR EXISTING CONDUIT INTO 12" TOP SLAB
- B. THREE 2" EMPTY
  - 1. DEMO 3- 2" PVC 50' EACH
  - 2. BEND AND INSTALL (HIGHER ELEVATION) 3- 2" SCH 80. 50' EACH AND 2- 90 EACH
  - 3. REMOVE, CUT AND REINSTALL 3- EXISTING 2" PVC CTD GRC RISERS
- C. TWO 1.25" EMPTY
  - 1. DEMO 2- 1.25" PVC 50' EACH
  - 2. BEND AND INSTALL (HIGHER ELEVATION) 2- 1.25" SCH 80 50' EACH AND 2-90 EACH
  - 3. REMOVE, CUT AND REINSTALL 2- 1.25" EXISTING 1.25" PVC CTD GRC RISERS
- D. 120V CONDUIT
  - 1. DETERM 5- #10 THHN FROM BREAKERS AND PLC
  - 2. DEMO 1,500' #10 THHN
  - 3. DEMO 50'- 1" PVC
  - 4. BEND AND INSTALL 50'- 1" SCH 80 AND 2- 90
  - 5. REMOVE, CUT AND REINSTALL 1" PVC CTD GRC RISER
  - 6. INSTALL NEW WIRE 1,500'- #10 THHN THROUGH 2- EXISTING LB CONDULETES
  - 7. TERMINATE, TEST AND LABEL
- E. 480V CONDUIT
  - 1. DETERM 12- #10 THHN FROM BREAKERS AND JB
  - 2. DEMO 3,600' #10 THHN
  - 3. DEMO 50'- 1.5" PVC
  - 4. BEND AND INSTALL 50'- 1" SCH 80 AND 2-90
  - 5. REMOVE, CUT AND REINSTALL 1" PVC CTD GRC RISER
  - 6. INSTALL 3,600'- #10 THHN THROUGH 2- EXISTING LB CONDULETES
  - 7. TERMINATE, TEST AND LABEL
- F. TWO 3" CONDUITS
  - 1. DETERM 23 BELDEN AND 24- #14 EACH FROM JB SIDE ONLY
  - 2. DEMO 2- 3" EXISTING PVC CTD RISERS AND SLIDE EXISTING WIRE OUT
  - 3. DEMO 2- 3"-90 AND 10'- 3" PVC EACH AND SLIDE EXISTING WIRE OUT
  - 4. DEFLECT 2- 3" PVC (WITH WIRE IN CONDUIT) UP 18" INTO TOP SLAB
  - 5. INSTALL 2- 3" SCH 80 10'- EACH AND 2-3" 90 EACH...SLIDE EXISTING WIRE THROUGH AS WE INSTALL
  - 6. CUT AND REINSTALL 2- 3" PVC CTD GRC RISERS...SLIDE EXISTING WIRE THROUGH AS WE INSTALL
  - 7. TERMINATE 23 BELDEN AND 24- #14 EACH AT JB SIDE ONLY
  - 8. TEST AND LABEL
- G. 16 HOURS OF RESEARCH



4/22/20

Page 1 of 1

(Via Email)

**Mr. Philip Teague, P.E.**

**Jones and Henry Engineers**

3103 Executive Parkway, Suite 300

Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**PCO #010 24" and 30" Bypass**

Dear Mr. Teague,

Bowen Engineering is pleased to submit the following change request to provide pricing for the extra work associated with the 24" and 30" bypass. This change is based on the 24" slide gate out of the RAS being inoperable, the 24" valve downstream of the gate not existing as shown on contract drawings, The 20" valve being inoperable, an additional line coming from Aeration Tank #9 tying into the 20" not shown on the contract drawings, and the additional plugs required in Aeration Tanks #3 and #9. All factors contributed to additional work required to cut and cap the 24" and 30" and complete the bypass.

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Add for these changes is:

**Add: \$14,960.00**

**Add: Fourteen Thousand Nine Hundred Sixty Dollars**

**Clarifications:**

1. Terms and conditions of original contract apply.
2. This proposal is valid for (7) days.

Please review this change request and provide written approval by April 29, 2020. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Cvetkovich".

**Mark Cvetkovich, P.E.**

**Project Manager**

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.



**PCO SUMMARY PRICING SHEET**

PROJECT: Carmel WWTP Improvements ENGINEER: Jones & Henry Engineers PCO # 010  
 PROJECT NO.: 15-20-014 ORIGINAL DATE: 04/22/20  
 PRICED BY: Jacob Hyde DESCRIPTION OF WORK: Extra work associated with cutting and capping of 24" and 30" during bypass. REVISION 1 DATE:  
 CHECKED BY: Mark Cvetkovich REVISION 2 DATE:  
 REVISION 3 DATE:

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ 8,236.69	1	\$ 8,236.69				\$ 8,236.69
Add Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Add Task Labor	1.0	LS	\$ 1,591.23	3			\$ 1,591.23		\$ 1,591.23
Add Task Equipment	1.0	LS	\$ 1,160.00	4				\$ 1,160.00	\$ 1,160.00
Mob & Demob Equipment		EA	\$ 600.00	4				\$ -	\$ -
Subsistence		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables	1.0	LS	\$ 79.56	4				\$ 79.56	\$ 79.56
Superintendent	8.0	HR	\$ 153.00	3			\$ 1,224.00		\$ 1,224.00
Operations Manager		HR	\$ 185.00	3			\$ -		\$ -
Project Manager	1.0	HR	\$ 155.00	3			\$ 155.00		\$ 155.00
Project Engineer	8.0	HR	\$ 106.00	3			\$ 848.00		\$ 848.00
Project Coordinator	0.5	HR	\$ 73.00	3			\$ 36.50		\$ 36.50
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup	1.00	LS	\$ 63.65	3			\$ 63.65		\$ 63.65
									\$ -
									\$ -
<b>Sub-Total</b>					\$ 8,236.69	\$ -	\$ 3,918.38	\$ 1,239.56	\$ 13,394.63
Markup	10.0%				\$ 823.67		\$ 391.84	\$ 123.96	\$ 1,339.46
Markup on Subcontractor	5.0%					\$ -			\$ -
<b>ADDITIONS SUB-TOTAL</b>									\$ 14,734.09
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ -	\$ -	\$ -
<b>DELETIONS SUB-TOTAL</b>									\$ -
<b>NET SUB-TOTAL</b>									\$ 14,734.09
Bonds & Insurance	1.5%								\$ 221.01
<b>TOTAL</b>									\$ 14,955.11
Additional Contract Substantial / Final Completion Time	1	DAY						USE-->	\$ 14,960

The information provided herein is deemed in conformance with the requirements of the EJCDC Standard General Conditions.  
 We reserve the right to correct this document for errors and omissions.  
 This Potential Change order is valid for 7 days.





# INVOICE

SEND ALL PAYMENTS TO:  
**SUNBELT RENTALS, INC**  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NUMBER	100293294-0001
ACCOUNT NUMBER	231973
INVOICE DATE	4/21/20

PAGE 1

**INVOICE TO**  
**BOWEN ENGINEERING CORP.**  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

**JOB ADDRESS**  
 9609 HAZEL DELL PKWY, INDIANAPOLIS  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

RECEIVED BY <b>LASH, MATT</b>	CONTRACT NUMBER <b>100293294</b>
PURCHASE ORDER NUMBER N/A	
JOB NUMBER <b>1 - CARMEL WWTP EXPA</b>	
BRANCH <b>1387 INDIANAPOLIS PUMP SOLUTIONS</b>	
<b>11220 ALLISONVILLE RD FISHERS, IN 46038 1839 317-558-7439</b>	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	30' ROPE AND HOSE KIT Billed from 4/08/20 thru 4/10/20	10.00	10.00	26.00	77.00	20.00
1	30' ROPE AND HOSE KIT	10.00	10.00	26.00	77.00	20.00
1	30' ROPE AND HOSE KIT	10.00	10.00	26.00	77.00	20.00
1	30' ROPE AND HOSE KIT	10.00	10.00	26.00	77.00	20.00
1	12" X 24" SEWER PLUG	120.00	120.00	340.00	1010.00	240.00
1	12" X 24" SEWER PLUG	120.00	120.00	340.00	1010.00	240.00
1	SLEEVE FOR 15"-30"SEWER PLUG	59.00	59.00	155.00	530.00	N/C
1	SLEEVE FOR 12" - 24" SEWER PLUG	51.00	51.00	155.00	460.00	102.00
1	15"X30" SWR PLG W/4"FLOW THRU	55.00	55.00	220.00	660.00	N/C
1	24" X 48" SEWER PLUG	285.00	285.00	780.00	1860.00	570.00
1	SLEEVE FOR 24"-48" SEWER PLUG	120.00	120.00	295.00	765.00	240.00
Rental Sub-total:						1472.00

**SALES ITEMS:**

Qty	Item number	Unit	Price	Amount
1	SLEEVE1530	EA	668.570	668.57
1	SLEEVE FOR 15"-30"SEWER PLUG	EA	2242.290	2242.29
1	PLUGF1530	EA	33.130	33.13
1	15"X30" SWR PLG W/4"FLOW THRU	EA	310.000	310.00
1	INHERS	EA		
1	IN 2.25% HEAVY EQUIP RENTAL EXCISE TAX	EA		
1	SUBLET REPAIRS	EA		

CONTINUED

RENTAL RETURN

NET DUE UPON RECEIPT

SUBTOTAL	
TAX	
INVOICE TOTAL	



# INVOICE

SEND ALL PAYMENTS TO:  
 SUNBELT RENTALS, INC  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NUMBER	100293294-0001
ACCOUNT NUMBER	231973
INVOICE DATE	4/21/20

PAGE 2

INVOICE TO  
 BOWEN ENGINEERING CORP.  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

JOB ADDRESS  
 9609 HAZEL DELL PKWY, INDIANAPOLIS  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

RECEIVED BY LASH, MATT	CONTRACT NUMBER 100293294
PURCHASE ORDER NUMBER N/A	
JOB NUMBER 1 - CARMEL WWTP EXPA	
BRANCH 1387 INDIANAPOLIS PUMP SOLUTIONS 11220 ALLISONVILLE RD FISHERS, IN 46038 1839 317-558-7439	

SALES ITEMS:			
Qty	Item number	Unit	Price
	OUTSIDE REPAIR RENTAL FLEET 2134XXX000		
	One of the 12x24 sewer plugs had a 1" long gouge in it. Needs to be shipped back to manufacturer for repair.		
	DELIVERY CHARGE		350.00
	PICKUP CHARGE		125.00
FINAL BILL: 4/08/20 11:08 AM THRU 4/10/20 11:30 AM.			
			5200.99

SUBTOTAL	5200.99
TAX	361.75
INVOICE TOTAL	5562.74

RENTAL RETURN

NET DUE UPON RECEIPT



# INVOICE

SEND ALL PAYMENTS TO:  
**SUNBELT RENTALS, INC**  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NUMBER	100318436-0001
ACCOUNT NUMBER	231973
INVOICE DATE	4/21/20

PAGE 1

**INVOICE TO**  
**BOWEN ENGINEERING CORP.**  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

**JOB ADDRESS**  
 9609 HAZEL DELL PKWY, INDIANAPOLIS  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

RECEIVED BY LASH, MATT	CONTRACT NUMBER 100318436
PURCHASE ORDER NUMBER N/A	
JOB NUMBER 1 - CARMEL WWTP EXPA	
BRANCH 1387 INDIANAPOLIS PUMP SOLUTIONS  11220 ALLISONVILLE RD FISHERS, IN 46038 1839 317-558-7439	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	6X6X11 SOLIDS VAC QF PUMP 10111301 Make: PIONEER Model: SAPP66S12L71TD9 Ser #: PKG5492 HR OUT: 623.900 HR IN: 631.000 TOTAL: 7.100 Billed from 4/09/20 thru 4/10/20	299.30	299.30	795.40	1968.00	598.60
1	6X10 COMPOSITE SUC/DIS FXF FLG HOSE	20.90	20.90	49.50	148.50	41.80
2	6X10 ORANGE/CLEAR SUC BAUER HOSE	13.20	13.20	31.90	88.00	52.80
6	6X50 LAYFLAT NITRILE DIS BAUER HOSE	21.45	21.45	60.50	112.75	257.40
1	6" STRAINER	10.00	10.00	24.00	70.00	20.00
Rental Sub-total:						970.60

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	INHERS IN 2.25% HEAVY EQUIP RENTAL EXCISE TAX	EA	21.840	21.84
1	ENVIRONMENTAL ENVIRONMENTAL CHARGE 2133	EA	9.570	9.57
21.7	DIESEL 2141XXX000 DIESEL	EA	4.500	97.65
	DELIVERY CHARGE			175.00
	PICKUP CHARGE			175.00

CONTINUED

RENTAL RETURN

NET DUE UPON RECEIPT

SUBTOTAL	
TAX	
INVOICE TOTAL	



# INVOICE

SEND ALL PAYMENTS TO:  
 SUNBELT RENTALS, INC  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NUMBER	100318436-0001
ACCOUNT NUMBER	231973
INVOICE DATE	4/21/20

PAGE 2

INVOICE TO  
 BOWEN ENGINEERING CORP.  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

JOB ADDRESS  
 9609 HAZEL DELL PKWY, INDIANAPOLIS  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

RECEIVED BY LASH, MATT	CONTRACT NUMBER 100318436
---------------------------	------------------------------

PURCHASE ORDER NUMBER  
N/A

JOB NUMBER  
1 - CARMEL WWTP EXPA

BRANCH  
1387 INDIANAPOLIS PUMP SOLUTIONS  
 11220 ALLISONVILLE RD  
 FISHERS, IN 46038 1839  
 317-558-7439

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
<p>A discount of \$288.00 has been applied.</p> <p>FINAL BILL: 4/09/20 08:00 AM THRU 4/10/20 11:30 AM.</p>						
						1449.66

SUBTOTAL	1449.66
TAX	99.96
INVOICE TOTAL	1549.62

RENTAL RETURN

NET DUE UPON RECEIPT



# INVOICE

SEND ALL PAYMENTS TO:  
 SUNBELT RENTALS, INC  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NUMBER	100241468-0002
ACCOUNT NUMBER	231973
INVOICE DATE	4/21/20

PAGE 1

INVOICE TO  
 BOWEN ENGINEERING CORP.  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

JOB ADDRESS  
 9609 HAZEL DELL PKWY, INDIANAPOLIS  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

RECEIVED BY LASH, MATT	CONTRACT NUMBER 100241468
PURCHASE ORDER NUMBER N/A	
JOB NUMBER 1 - CARMEL WWTP EXPA	
BRANCH 1387 INDIANAPOLIS PUMP SOLUTIONS 11220 ALLISONVILLE RD FISHERS, IN 46038 1839 317-558-7439	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	8X8X12 SOLIDS VAC QF PUMP 493382 Make: PIONEER Model: SAPP88S12L7140 Ser #: 19370 HR OUT: 6399.400 HR IN: 6412.000 TOTAL: 12.600 Billed from 4/07/20 thru 4/10/20	448.00	448.00	1128.00	3708.00	1128.00
1	10X8X17 SOLIDS VAC QF PUMP 10198562 Make: PIONEER Model: SAPP108S17L71 Ser #: PKG6256 HR OUT: 1730.300 HR IN: 1730.300	448.00	448.00	1128.00	3708.00	1128.00
1	10X8X17 SOLIDS VAC QF PUMP 10112777 Make: PIONEER Model: SAPP108S17L7117 Ser #: PKG5437 HR OUT: 1016.800 HR IN: 1016.800	448.00	448.00	1128.00	3708.00	1128.00
4	8X20 ORANGE/CLEAR SUC BAUER HOSE	47.00	47.00	120.00	375.00	480.00
4	8X20 ORANGE/CLEAR SUC BAUER HOSE	47.00	47.00	120.00	375.00	480.00
4	8X20 COMPOSITE SUC/DIS FXF FLG HOSE	35.40	35.40	99.00	294.00	396.00
12	8X20 PIPE HDPE POLYBARB DR 26 BAUER	10.20	10.20	30.60	84.00	367.20
2	8" STRAINER	14.00	14.00	31.00	105.00	62.00
4	8" 90° ELB BAUER	19.00	19.00	43.00	165.00	172.00
2	8" 45° ELB BAUER	18.00	18.00	43.00	165.00	86.00
4	10" 45° ELB FLG	22.00	22.00	64.00	170.00	256.00
Rental Sub-total:						5683.20

SALES ITEMS:  
 Qty Item number Unit Price  
 1 INHERS EA 127.880

CONTINUED

127.88

RENTAL RETURN

NET DUE UPON RECEIPT

SUBTOTAL	
TAX	
INVOICE TOTAL	



# INVOICE

SEND ALL PAYMENTS TO:  
 SUNBELT RENTALS, INC  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NUMBER	100241468-0002
ACCOUNT NUMBER	231973
INVOICE DATE	4/21/20

PAGE 2

INVOICE TO  
 BOWEN ENGINEERING CORP.  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

JOB ADDRESS  
 9609 HAZEL DELL PKWY, INDIANAPOLIS  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

RECEIVED BY LASH, MATT	CONTRACT NUMBER 100241468
---------------------------	------------------------------

PURCHASE ORDER NUMBER  
N/A

JOB NUMBER  
1 - CARMEL WWTP EXPA

BRANCH  
1387 INDIANAPOLIS PUMP SOLUTIONS  
 11220 ALLISONVILLE RD  
 FISHERS, IN 46038 1839  
 317-558-7439

SALES ITEMS:

Qty	Item number	Unit	Price	
	IN 2.25% HEAVY EQUIP RENTAL EXCISE TAX			
1	ENVIRONMENTAL ENVIRONMENTAL CHARGE 2133	EA	54.120	54.12

A discount of \$790.80 has been applied.

FINAL BILL: 4/07/20 09:00 AM THRU 4/10/20 11:30 AM.

5865.20

SUBTOTAL	5865.20
TAX	401.61
INVOICE TOTAL	6266.81

RENTAL RETURN

NET DUE UPON RECEIPT



# INVOICE

SEND ALL PAYMENTS TO:  
 SUNBELT RENTALS, INC  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NUMBER	100144330-0002
ACCOUNT NUMBER	231973
INVOICE DATE	4/21/20
PAGE 1	

INVOICE TO  
 BOWEN ENGINEERING CORP.  
 PO BOX 40729  
 PO & JOB # REQUIRED  
 INDIANAPOLIS, IN 46240

JOB ADDRESS  
 9609 HAZEL DELL PKWY, INDIANAPOLIS  
 CARMEL WWTP EXPANSION PROJECT  
 9609 HAZEL DELL PKWY  
 INDIANAPOLIS, IN 46280 2935  
 C#: 317-842-2616 J#: 317-716-0325

RECEIVED BY LASH, MATT	CONTRACT NUMBER 100144330
PURCHASE ORDER NUMBER 9609	
JOB NUMBER 1 - CARMEL WWTP EXPA	
BRANCH 1387 INDIANAPOLIS PUMP SOLUTIONS 11220 ALLISONVILLE RD FISHERS, IN 46038 1839 317-558-7439	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	4X4X10 SOLIDS VAC 49HP CONTRACTOR PUMP 10118769 Make: ATLAS COPC Model: PAS100MFT Ser #: ITH0019511 HR OUT: 327.000 HR IN: 382.000 TOTAL: 55.000 Billed from 4/03/20 thru 4/10/20	120.00	120.00	300.00	900.00	420.00
1	4X4X10 SOLIDS VAC 49HP CONTRACTOR PUMP 10072354 Make: ATLAS COPC Model: PAS100MFT Ser #: ITH0017520 HR OUT: 820.100 HR IN: 820.100 Meter from prior exchange is .300	120.00	120.00	300.00	900.00	420.00
4	4X20 ORANGE/CLEAR SUC BAUER HOSE	15.95	15.95	34.65	110.00	202.40
4	4X50 LAYFLAT NITRILE DIS BAUER HOSE	13.75	13.75	31.35	85.25	180.40
2	4" STRAINER	3.30	3.30	7.70	22.00	22.00
Rental Sub-total:						1244.80
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	INHERS	EA	28.010	28.01		
1	ENVIRONMENTAL	EA	21.000	21.00		
ENVIRONMENTAL CHARGE 2133						
DELIVERY CHARGE						65.00
PICKUP CHARGE						65.00

CONTINUED

RENTAL RETURN

NET DUE UPON RECEIPT

SUBTOTAL	
TAX	
INVOICE TOTAL	



# INVOICE

SEND ALL PAYMENTS TO:  
SUNBELT RENTALS, INC  
PO BOX 409211  
ATLANTA, GA 30384-9211

INVOICE NUMBER	100144330-0002
ACCOUNT NUMBER	231973
INVOICE DATE	4/21/20

PAGE 2

INVOICE TO  
BOWEN ENGINEERING CORP.  
PO BOX 40729  
PO & JOB # REQUIRED  
INDIANAPOLIS, IN 46240

JOB ADDRESS  
9609 HAZEL DELL PKWY, INDIANAPOLIS  
CARMEL WWTP EXPANSION PROJECT  
9609 HAZEL DELL PKWY  
INDIANAPOLIS, IN 46280 2935  
C#: 317-842-2616 J#: 317-716-0325

RECEIVED BY LASH, MATT	CONTRACT NUMBER 100144330
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PURCHASE ORDER NUMBER 9609
-------------------------------

JOB NUMBER 1 - CARMEL WWTP EXPA
------------------------------------

BRANCH 1387 INDIANAPOLIS PUMP SOLUTIONS 11220 ALLISONVILLE RD FISHERS, IN 46038 1839 317-558-7439
---

SALES ITEMS:

Qty	Item number	Unit	Price
-----	-------------	------	-------

A discount of \$471.20 has been applied.

FINAL BILL: 4/03/20 09:00 AM THRU 4/10/20 11:30 AM.

1423.81

SUBTOTAL	1423.81
TAX	97.71
INVOICE TOTAL	1521.52

RENTAL RETURN

NET DUE UPON RECEIPT

## Bowen Engineering - Extra Work Order

JOB NAME: Carmel WWTP Expansion EWO#: 6

PROJECT #: 1520014 4/14/2020

DESCRIPTION: During the bypass and cutting/capping of the 30" and the 24" in the location of the new aeration tanks Bowen attempted to close the gate on the 24" out of the RAS. Bowen was not able to get this gate to close as it was inoperable. The valve downstream of the 24" gate and before the tee does not exist. Bowen then attempted to close the valve on the 20" downstream of the tee and this valve did not close properly and flow was still coming through. Additionally there was a line that came out of aeration tank 9 and tied into the 20". A plug had to be put into aeration tanks 3 and 9 in order to help reduce flow. Due to the described situation above, Bowen required additional bypass pumping and man hours to complete the bypass.

COST CODE	LABOR	RATE	M	T	W	TH	F	SA	SU	TOTAL
	Kevin Miller (CARP)					10				\$0.00
	Kenny Kemmerling (LAB)					10				
	Justin Oakley (OP)					5				
Labor Subtotal										\$0.00

EQUIPMENT	RATE	M	T	W	TH	F	SA	SU	TOTAL
65T Crane					5				\$0.00
Equipment Subtotal									\$0.00

QUANTITY	MATERIALS / SUBCONTRACTOR	UNIT PRICE	TOTAL
4	10" x 8" Diesel Pumps with Accessories		
2	4" Diesel Pump with Accessories		
1	6" Diesel Pump with Accessories		
4	Aeration Tank Plug with Accessories		
Material / Subcontractor Subtotal			

	<b>TOTAL COST</b>	<b>\$0.00</b>
--	-------------------	---------------

AUTHORIZED BY:		Company: BEC
APPROVED BY:		Company: Jones & Henry



4/24/20

Page 1 of 1

(Via Email)

**Mr. Philip Teague, P.E.**  
**Jones and Henry Engineers**  
3103 Executive Parkway, Suite 300  
Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**PCO #011 – Reroute of (3) 18” RAS Lines around Existing Pier Support**

Dear Mr. Teague,

Bowen Engineering is pleased to submit the following change request to provide pricing for the extra work associated with the reroute of the new (3) 18” RAS feed lines running from to new RAS Distribution Structure to Aeration Tanks 7-12 and future tanks. This change is inclusive of the installation of (2) 18” Flanged 45 Bends and an intermediate spool piece on each of the three (3) 18” RAS lines running through the new Aeration Tank 11 and re-routing underground pipe to miss obstructions. As the existing pier support interferes with the original routing of these three lines as detailed in the contract drawings, it is necessary to run the North/South-running underground portion of these lines and penetrate through the South wall of Aeration Tank 11 more to the East than in noted in the drawings in order to eliminate interference between these lines and the existing pier support. Once inside Tank 11, the three (3) double 45 offsets will be used to route the pipes back to the originally designed centerline locations along the existing tank wall dividing Aeration Tanks 11 & 12.

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Add for these changes is:

**Add: \$39,660.00**  
**Add: Thirty Nine Thousand Six Hundred Sixty Dollars**

**Clarifications:**

1. Terms and conditions of original contract apply.
2. This proposal is valid for (7) days.

Please review this change request and provide written approval by April 28, 2020. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

**Mark Cvetkovich, P.E.**  
**Project Manager**

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.



**PCO SUMMARY PRICING SHEET**

<b>PROJECT:</b> Carmel WWTP Improvements		<b>ENGINEER:</b> Jones & Henry Engineers		<b>PCO #</b> 009					
<b>PROJECT NO.:</b> 15-20-014		<b>DESCRIPTION OF WORK:</b> Reroute (3) 18" RAS lines around the east side of an existing pier support that is in the way of the originally proposed route.		<b>ORIGINAL DATE:</b> 04/21/20					
<b>PRICED BY:</b> Nate Leestma				<b>REVISION 1 DATE:</b>					
<b>CHECKED BY:</b> Cvetkovich				<b>REVISION 2 DATE:</b>					
				<b>REVISION 3 DATE:</b>					
DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ 24,417.00	1	\$ 24,417.00				\$ 24,417.00
Add Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Add Task Labor	1.0	LS	\$ 5,959.27	3			\$ 5,959.27		\$ 5,959.27
Add Task Equipment	1.0	LS	\$ 3,534.05	4				\$ 3,534.05	\$ 3,534.05
Mob & Demob Equipment		EA	\$ 600.00	4				\$ -	\$ -
Substance		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables	1.0	LS	\$ 297.96	4				\$ 297.96	\$ 297.96
Superintendent	2.0	HR	\$ 153.00	3			\$ 306.00		\$ 306.00
Operations Manager		HR	\$ 165.00	3			\$ -		\$ -
Project Manager	2.0	HR	\$ 155.00	3			\$ 310.00		\$ 310.00
Project Engineer	4.0	HR	\$ 106.00	3			\$ 424.00		\$ 424.00
Project Coordinator	0.5	HR	\$ 73.00	3			\$ 36.50		\$ 36.50
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup	1.00	LS	\$ 238.37	3			\$ 238.37		\$ 238.37
									\$ -
									\$ -
<b>Sub-Total</b>					\$ 24,417.00	\$ -	\$ 7,274.14	\$ 3,832.01	\$ 35,523.15
Markup	10.0%				\$ 2,441.70		\$ 727.41	\$ 383.20	\$ 3,552.32
Markup on Subcontractor	5.0%					\$ -			\$ -
<b>ADDITIONS SUB-TOTAL</b>									\$ 39,075.47
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ -	1	\$ -				\$ -
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ -	\$ -	\$ -	\$ -	\$ -
<b>DELETIONS SUB-TOTAL</b>									\$ -
<b>NET SUB-TOTAL</b>									\$ 39,075.47
Bonds & Insurance	1.5%								\$ 586.13
<b>TOTAL</b>									\$ 39,661.60
Additional Contract Substantial / Final Completion Time	5	DAY						USE-->	\$ 39,660

The information provided herein is deemed in conformance with the requirements of the EJCDC Standard General Conditions. We reserve the right to correct this document for errors and omissions. This Potential Change order is valid for 7 days.





Ferguson Waterworks INDY #1934  
 6439 EAST 30TH STREET  
 INDIANAPOLIS, IN 46219-0000

Phone: 317-546-2013  
 Fax: 317-546-2318

Deliver To: Nate From: Kris Kieck Comments:
---

20:12:48 APR 20 2020

Page 1 of 1

FERGUSON WATERWORKS #1934  
 Order Confirmation  
 Phone: 317-546-2013  
 Fax: 317-546-2318

Order No: 0198142      Req Date: 04/27/20      Ship Via: OUR TRUCK  
 Order Date: 04/19/20      Terms: NET 10TH PROX  
 Writer: KTK

Sold To: BOWEN ENGINEERING CORP      Ship To: BOWEN ENGINEERING CORP  
 CARMEL WWTP      9609 HAZEL DELL PARKWAY  
 PO BOX 40729      CARMEL WWTP  
 INDIANAPOLIS, IN 46240      INDIANAPOLIS, IN 46280

Cust PO#: 1520014      Job Name: CARMEL WWTP

Item	Description	Quantity	Net Price	UM	Total
DF4PC18	18 FLG 45 C110 BEND PC	6	1962.000	EA	11772.00
SP-E211800DSS4	18" MEGA FLG W/DOM 304SS HW	6	1700.000	EA	10200.00
FBSS4S18	18 SS 304 FLG BLT SET	6	205.000	EA	1230.00
UFTF18S	18 FLG TYTE 1/8 150# FF GSKT SBR	6	20.000	EA	120.00
SP-304SSFRCLMP18DI	18 304 SS FRICTION CLAMP F/ DIP	1	850.000	EA	850.00
SS4ATRH12	1-1/4X12 SS 304 ATR	12	15.000	FT	180.00
S4HNNH	1-1/4 SS 304 HEX NUT	10	5.000	EA	50.00
FSK10115237	FLAT WSHR 1-1/4 SS	10	1.500	EA	15.00

Net Total: \$24417.00  
 Tax: \$1709.19  
 Freight: \$0.00  
 Total: \$26126.19

**WARRANTY PROVISIONS**

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=1934&on=11939>



5/11/20

Page 1 of 1

(Via Email)

Mr. Philip Teague, P.E.  
Jones and Henry Engineers  
3103 Executive Parkway, Suite 300  
Toledo, OH 43606

RE: Carmel WWTP Secondary Expansion  
**PCO #012 – Process Air Butterfly Valve Modifications**

Dear Mr. Teague,

Bowen Engineering is pleased to submit the following change request to provide pricing for the requested modifications to the new process air butterfly valves. This change is inclusive of the following:

- Revision of all process air butterfly valves to be wafer-style valves (25 valves total)
- The furnishing of ENK Torque Tubes where extension stems are called out in the revised valve schedule dated 4.17.20 (6 extensions total)
- Revised Rotork actuators which will be compatible with the new wafer-style valves (B-46, B-51)

This change includes the supervision, labor, equipment and materials necessary to provide the requested changes to the original scope of work as detailed above. The Lump Sum Add for these changes is:

**Add: \$340.00**  
**Add: Three Hundred Forty Dollars**

**Clarifications:**

1. Terms and conditions of original contract apply.
2. This proposal is valid for (7) days.

Please review this change request and provide written approval by May 18, 2020. If you have any questions regarding this proposal, please call me at 317-842-2616.

Respectfully,

Mark Cvetkovich, P.E.  
Project Manager

cc: Chris Manges, Operations Manager, BEC (sent via email)  
File / Field

Bowen Engineering reserves the right to amend this proposal for errors and omissions.



### PCO SUMMARY PRICING SHEET

<b>PROJECT:</b> Carmel WWTP Improvements	<b>ENGINEER:</b> Jones & Henry Engineers	<b>PCO #</b> 012
<b>PROJECT NO.:</b> 15-20-014		<b>ORIGINAL DATE:</b> 04/28/20
<b>PRICED BY:</b> Nate Leestma	<b>DESCRIPTION OF WORK:</b> Butterfly Valve Modifications: All butterfly valves switched to Wafer Style, providing of ENK Torque Tube Extensions, etc.	<b>REVISION 1 DATE:</b> 05/11/20
<b>CHECKED BY:</b> Mark Cvetkovich		<b>REVISION 2 DATE:</b>
		<b>REVISION 3 DATE:</b>

DESCRIPTION	QTY	UNIT	UNIT PRICE	CODE	CODE 1 MATL	CODE 2 SUBC	CODE 3 LABOR	CODE 4 EQUIP	EXTENSION
<b>ADDITIONS</b>									
Add Task Material	1.0	LS	\$ 10,923.00	1	\$ 10,923.00				\$ 10,923.00
Add Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Add Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Add Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
Mob & Demob Equipment		EA	\$ 600.00	4				\$ -	\$ -
Subsistence		DAY	\$ 135.00	4				\$ -	\$ -
Jobsite BEC Office Trailer		DAY	\$ 95.00	4				\$ -	\$ -
Jobsite BEC Crew Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Engineer Office Trailer		DAY	\$ 85.00	4				\$ -	\$ -
Jobsite Tool Trailer		DAY	\$ 75.00	4				\$ -	\$ -
Jobsite Telephones & Utilities		DAY	\$ 55.00	4				\$ -	\$ -
Jobsite Toilets		DAY	\$ 15.00	4				\$ -	\$ -
Medium Tools		DAY	\$ 250.00	4				\$ -	\$ -
Small Tools Consumables	1.0	LS	\$ -	4				\$ -	\$ -
Superintendent		HR	\$ 153.00	3			\$ -		\$ -
Operations Manager		HR	\$ 165.00	3			\$ -		\$ -
Project Manager	5.0	HR	\$ 155.00	3			\$ 775.00		\$ 775.00
Project Engineer	10.0	HR	\$ 106.00	3			\$ 1,060.00		\$ 1,060.00
Project Coordinator	1.0	HR	\$ 73.00	3			\$ 73.00		\$ 73.00
Project Controls		HR	\$ 115.00	3			\$ -		\$ -
Safety & Cleanup	1.00	LS	\$ -	3			\$ -		\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ 10,923.00	\$ -	\$ 1,908.00	\$ -	\$ 12,831.00
Markup	10.0%				\$ 1,092.30		\$ 190.80	\$ -	\$ 1,283.10
Markup on Subcontractor	5.0%					\$ -			\$ -
<b>ADDITIONS SUB-TOTAL</b>									\$ 14,114.10
<b>DELETIONS</b>									
Deduct Task Material	1.0	LS	\$ (13,776.00)	1	\$ (13,776.00)				\$ (13,776.00)
Deduct Task Subcontractor	1.0	LS	\$ -	2		\$ -			\$ -
Deduct Task Labor	1.0	LS	\$ -	3			\$ -		\$ -
Deduct Task Equipment	1.0	LS	\$ -	4				\$ -	\$ -
									\$ -
									\$ -
<b>Sub-Total</b>					\$ (13,776.00)	\$ -	\$ -	\$ -	\$ (13,776.00)
<b>DELETIONS SUB-TOTAL</b>									\$ (13,776.00)
<b>NET SUB-TOTAL</b>									\$ 338.10
Bonds & Insurance	1.5%								\$ 5.07
<b>TOTAL</b>									\$ 343.17
<b>Additional Contract Substantial / Final Completion Time</b>	5	DAY						USE-->	\$ 340

The information provided herein is deemed in conformance with the requirements of the EJDCD Standard General Conditions.  
 We reserve the right to correct this document for errors and omissions.  
 This Potential Change order is valid for 7 days.

PROJ: Central WWT P Improvements  
 PCO #: 012  
 DATE: 04/26/20  
 REV 1: 05/11/20  
 REV 2:  
 ESTIMATOR: Felix Lezama  
 CHECKED: Alex Orosko  
 SCOPE OF WORK: Identify Value Modifications: All identify values for the work items and any associated items. Items identified in blue.

ITEM#	DESCRIPTION	QTY	UNIT	UNIT PRICE W/ S	SUBC W/ S	MATL TOTAL	SUBC TOTAL	LABOR ONLY	EQUIP ONLY	TOTAL LAB & EQ	MAN HRS	CAMP FVN	FITTER FVN	FITTER	OPERATOR R	LABOR FVN	LABOR	CAT 330	DOE Loader	420 Backhoe	CRANE 40T	DOZER	CAT 340	DUMP TRUCK				
<b>ADDITIONS</b>																												
1	Modify Bid Item Values to match the following: 9" Water BSS (SP) w/ Level Operator	10.00	EA	\$50.40		504.00																						
2	10" Water BSS (SP) w/ gen. test & backhoe operator	1.00	EA	\$1,300.00		1,300.00																						
3	10" Water BSS (SP) w/ gen. test & backhoe operator	1.00	EA	\$29.00		29.00																						
4	10" Water BSS (SP) w/ ENH stream extension (2" extension)	2.00	EA	\$823.00		1,646.00																						
5	10" Water BSS (SP) w/ ENH stream extension (2" extension)	3.00	EA	\$1,660.00		4,980.00																						
6	10" Water BSS (SP) w/ ENH stream extension (2" extension)	2.00	EA	\$1,947.00		3,894.00																						
7	10" Water BSS (SP) w/ Remote Electric Actuator	2.00	EA	\$1,284.00		2,568.00																						
<b>SUBTOTALS</b>																												
											70823.00																	
											-CHECK	\$507	\$401	\$508	\$460	\$470	\$437	\$348	2000	9900	\$544	\$1,038	\$1,048	\$2,733	\$600			
											-CHECK																	

ITEM#	DESCRIPTION	QTY	UNIT	UNIT PRICE W/ S	SUBC W/ S	MATL TOTAL	SUBC TOTAL	LABOR ONLY	EQUIP ONLY	TOTAL LAB & EQ	MAN HRS	CAMP FVN	FITTER FVN	FITTER	OPERATOR R	LABOR FVN	LABOR	CAT 330	DOE Loader	420 Backhoe	CRANE 40T	DOZER	CAT 340	DUMP TRUCK			
<b>DELETIONS</b>																											
1	Modify Bid Item Values to match the following: 4" Water BSS (SP) w/ Level Operator	4.00	EA	\$195.00		780.00																					
2	Value Actuator Submittal Changes	1.00	EA	\$10,000.00		10,000.00																					
<b>SUBTOTALS</b>																											
											10780.00																
											-CHECK	\$07	\$401	\$006	\$470	\$437	\$349	2,000	950	\$44	\$1,038	\$1,048	\$2,733	\$600			
											-CHECK																

OPERATOR 476.51  
DOZER 5 - 430.51

## Mark Cvetkovich

---

**From:** tj siple <tj@blanderson.com>  
**Sent:** Thursday, April 30, 2020 11:41 AM  
**To:** Nate Leestma  
**Cc:** Mark Cvetkovich; Jacob Hyde  
**Subject:** RE: Carmel WWTP - Valves

**Importance:** High

Nate – See below updated pricing. Also regarding the retrofit 12" plug valve that we are installing a new Rotork actuator, the valve is close to the ceiling and we need to know if the city prefers that we turn the valve on its side to direct mount the actuator to the valve or if we need to add a gear to bring the actuator over (keeps the valve in the same position as now)?

The below changes carry a total adder of \$20,638.00. **Please send a change order bringing the total DeZURIK PO to \$216,463.00**

**Changing from Flanged to Wafer Butterfly Valves:**

~~(qty 8)~~ (qty 10) 6" Wafer BOS BFV's with Lever Op = total adder of \$604.00

(qty 1) 10" Wafer BOS BFV's with gear & HW op = total adder of \$26.00

(qty 4) 4" Wafer BOS BFV's with Lever Op = total deduct of (\$780.00)

~~(qty 3)~~ (qty 2) 6" Wafer BOS BFV's with Extended ENK neck (56" extension) = total adder of \$1,646.00

~~(qty 3)~~ (qty 2) 8" Wafer BOS BFV's with Extended ENK neck (72" extension) = total adder of \$3,002.00

~~(qty 3)~~ (qty 2) 6" Wafer BOS BFV's with Extended ENK neck (40" extension) = total adder of \$1,560.00

(qty 2) 10" Wafer BOS BFV's with Rotork Electric Actuators = total adder of \$2,576.00

(qty 1) 8" Wafer BOS BFV's with gear & HW op = adder of \$1,509.00

~~**Added qty 1 – 8" B-67 Butterfly Valve with Rotork Actuator – \$10,495.00**~~

B-67 removed from scope per engineer's comments on returned submittal 15250-003 rev. 1 - Electric Actuated Valves.

Give me a call if you want to discuss. Once the change order is received, I'll send a revised submittal with all of the changes so the engineer can sign off on everything.

TJ Siple – B.L. Anderson Co.

**APPROVED**  
By Jon Oberlander at 1:44 pm, Jun 29, 2020

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and Studio M Architecture and Planning, LLC. (the "Professional"), as City Contract dated May 4, 2016 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Studio M Architecture and Planning, LLC

By:

By:



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

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

\_\_\_\_\_  
Daniel Moriarity  
Printed Name

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

\_\_\_\_\_  
Principal  
Title

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

FID/TIN: 46-3813609

ATTEST:

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

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

Date: June 29, 2020

June 25, 2020

Mr. Jim Crider  
Chief of Staff  
City of Carmel  
Third Floor  
One Civic Square  
Carmel, IN 46032

Re: Relocation of the Court

Dear Mr. Crider:

Studio M Architecture and Planning is pleased to present this proposal for architectural design services for a potential temporary relocation of the court to a lease space.

Scope of Work:

- Meet with you and Judge Poindexter to determine planning parameters for the development.
- Field measure proposed space and document existing condition.
- Provide space planning and interior finish selections of temporary location.
- Provide Mechanical, Electrical and Plumbing design of improvements.
- Inventory items from the existing space to be relocated to the new space.
- Review space to be vacated in City Hall and propose internal departmental moves.
- Visit the project during construction to ensure improvements comply with the intent of the project documents.

I understand this letter will be added as an amendment to the standard City professional service contract.

Compensation:

Our fee for the scope of services described above will be billed hourly according to the attached price list with a not to exceed amount of \$15,000.

Thank you for the opportunity to assist the City of Carmel. If you have questions, please feel free to call my cell anytime at 317.496.0486.

Regards,



Dan Moriarity

cc: File

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

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**104081**

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
6/26/2020			370303	

**STUDIO M ARCHITECTURE AND PLANNING,**  
VENDOR 2 WEST MAIN STREET

**General Administration**  
SHIP TO 1 Civic Square  
Carmel, IN 46032-

CARMEL, IN 46032 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47665				

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

Department: 1205 Fund: 101 General Fund

Account: 43-501.00

1 Each	Other Contracted Services	\$15,000.00	\$15,000.00
		Sub Total	\$15,000.00



Send Invoice To:  
Dept of Administration

1 Civic Square  
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$15,000.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

James Crider  
Director of Administration

TITLE

James Crider  
Director of Administration

CONTROL NO. **104081**

CONTROLLER

**RESOLUTION NO. BPW 07-15-20-01**

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

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

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

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

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

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

1. The foregoing Recitals are incorporated herein by this reference.
2. The receipt of the Contract is hereby acknowledged.
3. The Contract shall be promptly filed in the office of the Clerk and thereafter made available to the public for review.

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

BY:

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

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

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

ATTEST:

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

## 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 Community Data Platforms, Inc. (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 902 902 43-419.99, 1160 101 43-403.03 and 1801 903 43-419.99 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 As consideration for furnishing the Services set forth in Exhibit A, \$240,000 shall be paid to Professional in three (3) separate payments as follows:
  - Installment #1 of \$100,000 – due as soon as possible after Effective Date of contract - all of which is paid by the City– to cover upfront data costs, consultation and development of scope of work for the study
  - Installment #2 of \$100,000 - due after delivery of Progress Report #1- \$60,000 of which is paid by the City and \$40,000 of which is paid by Schmidt Futures
  - Installment #3 of \$40,000 – due after delivery of Final Deliverables – all of which is paid by Schmidt Futures
- 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 B. 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 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.

#### 7.12 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 Relations  
One Civic Square  
Carmel, Indiana 46032

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

**PROFESSIONAL:**

Community Data Platforms, Inc.  
PO Box 487  
Geneva, Illinois 60134

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.

#### 7.13 Effective Date

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

#### 7.14 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.

#### 7.15 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.

#### 7.16 Non-Assignment

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

#### 7.17 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.

#### 7.18 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.

#### 7.19 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.

#### 7.20 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.

#### 7.21 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.

#### 7.22 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.

#### 7.23 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.

#### 7.24 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.

#### 7.25 Debarment And Suspension

7.25.1 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.

7.25.2 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.

Community Data Platforms, Inc.  
Department of Community Relations - 2020  
Appropriation #902 902 43-419.99, 1160 101 43-403.03, 1801 903 43-419.99; P.O.#104064, 104060, 104061  
Contract Not To Exceed \$160,000.00

7.26 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.

7.27 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)*

Community Data Platforms, Inc.  
Department of Community Relations - 2020  
Appropriation #902 902 43-419.99, 1160 101 43-403.03, 1801 903 43-419.99; P.O.#104064, 104060, 104061  
Contract Not To Exceed \$160,000.00

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

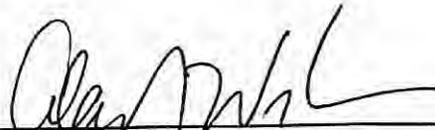
CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

Community Data Platforms, Inc.

BY:

BY:





James Brainard, Presiding Officer

Authorized Signature

Date: 6-30-2020

Printed Name: ALAN WORDEN

Mary Ann Burke, Member

Title: CEO

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

FID/TIN: 832691344

Lori S. Watson, Member

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

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

Date: 6/30/2020

ATTEST:

Sue Wolfgang, Clerk

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

## EXHIBIT A: STATEMENT OF WORK

**PROJECT NAME:** *Tax Increment Financing ("TIF") Analysis*

**PROJECT MANAGER:** *Ash Ashtiani*

**DELIVERY DATE:** *170 days after the Effective Date, with adjustments as needed as outlined in Section 2 below.*

**COST:** *Total cost is \$240,000 of which \$80,000 of the total cost shall be funded by Schmidt Futures*

This Statement of Work ("SOW") adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**Agreement**"), which was entered into on June [REDACTED], 2020, between Community Data Platforms, Inc. ("**CDP**"), a Delaware corporation, and the City of Carmel, Indiana ("**Client**" or "**City**").

This SOW is effective beginning on June [REDACTED], 2020 ("**Effective Date**") and will remain in effect until 170 days after the Effective Date ("**Expiration Date**"), unless earlier terminated in accordance with the Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Agreement.

<i><b>SOW Effective Date</b></i>	<i>June [REDACTED], 2020</i>
<i><b>Expiration Date</b></i>	<i>170 days after Effective Date</i>
<i><b>CDP Project Manager</b></i>	<i>Ash Ashtiani</i>
<i><b>Client Project Manager</b></i>	<i>Daniel McFeely</i>

### 1. SCOPE OF WORK

CDP will aggregate multiple data points from the Client to understand the impact of the City's development strategy for current and future generations. CDP will utilize data to help the City answer these types of questions:

- What new revenue has been realized as a result of TIF to date?
- What is the Return on Investment ("ROI") of TIF, in dollars, accounting for secondary effects of the TIF development that is happening across the City?
- How can the City best communicate the benefits/ ROI of urban redevelopment to the business owners, workers, and the general public while addressing their concerns?

To answer these questions, CDP will do the following using high-quality data, advanced analytics, and illustrative visualizations that enable productive and immediate communication among stakeholders:

#### **Quantify the Return on Investment for TIF**

- Quantify and compare the costs and revenues associated with TIF, including secondary effects like workforce and business revenues and the cost of city services
- Identify which “ripple effects” are the largest
- Map the costs and benefits over time

#### **Describe and Quantify Community Perceptions**

- Capture public sentiments using social media analyses
- Understand the impact of TIF on business owners and workers through a community survey
- Create insights that will inform public outreach and a communications strategy

CDP’s approach will take the following steps:

#### **Step 1: Quantify the Return on Investment for TIF**

Understanding the impact of the TIF begins with quantifying the ROI using high quality data. CDP will measure costs using potential data sources such as but not limited to:

- The amount of new tax revenue that is projected to go to general tax rolls at the end of the repayment period
- The principal and interest paid and owed
- The amount of public services that needed additional funding inside the development district and were not covered by TIF
- Other costs identified by the City

#### Potential Data Sources:

- City of Carmel
- City of Carmel local data partners

CDP will measure revenue using potential sources such as but not limited to:

- City wide property tax revenue increases outside the TIF district
  - New development attributable to TIF development
  - Property value increases attributable to TIF development
- Number of new jobs and their associated industries, including temporary jobs
- Number of new workers and their aggregate spending power
- Number of new businesses and their aggregate revenue
- Special events revenue made possible by TIF infrastructure
- Other new revenue streams identified by the City

Potential Data Sources:

- Consumer data files
- Commercially sourced business data files
- Public job postings (i.e. Indeed)
- U.S. Census Bureau
- U.S. Bureau of Labor Statistics
- U.S. Bureau of Economic Analysis
- U.S. Department of Labor
- Hamilton County Assessor
- Hamilton County GIS
- City of Carmel
- City of Carmel local data partners

**Step 2: Describe and Quantify Community Perceptions**

CDP will provide two products - a Social Media Tracker and a Business and Workforce Manager - to quantify and characterize perceptions of both key stakeholders and the community at large.

The Social Media Tracker focuses on public opinion, including:

- Positive v. negative sentiment analysis
- Top concerns and areas of praise surrounding the City's urban redevelopment strategy
- Quantify the impact of media influencers

The Business and Workforce Manager focuses on the "ripple effects" or externalities of TIF on business owners and workers. CDP's signature surveys will fuel this tool with insights, including:

- If Carmel's urban redevelopment strategy was a significant pull or staying factor
- The difference in opinion on the ROI of the development, by key demographic groups
- What are the most and least popular TIF projects/outcomes
- What was missing from TIF development that has high value to the business community and workers
- A comprehensive understanding of the positive and negative externalities of TIF
- Quotes/testimonials from business leaders and workers that can be used in public outreach

Potential Data Sources:

- Facebook
- Twitter
- CDP Survey

## 2. DEADLINES AND DELIVERY REQUIREMENTS

CDP will deliver:

1. An online interactive tool to educate the public on TIF ROI
2. Two tools for the City to track public sentiment
3. A user guide for leveraging the tools for key decision-making processes
4. Accompanying visualizations for community education and outreach
5. Accompanying infographics for community education and outreach

The core output will be online, interactive tools that portray CDP's analytics and insights in a simple and compelling manner. It will include data points and metrics mentioned above and will be a critical resource for city leaders educating all stakeholders in the ROI and general impact of TIF.

The user guide will include instructions for use and suggestions for leveraging the tool. CDP will present use cases and scenarios on how leveraging the data analytics will enhance decision making on a variety of topics.

CDP will also deliver a suite of visualizations and infographics that can be widely distributed to promote evidence-based storytelling. Both will be easily shareable via social media, newsletters, emails, and other platforms. CDP will work with the Client to schedule a presentation of its findings after the final deliverables are sent. This presentation will be conducted either virtually or in-person at a mutually agreed-upon venue and date.

<i>60 days after Effective Date:</i>	Progress report #1: Summary of the work done to date and explanation of next steps
<i>140 days after Effective Date:</i>	Progress report #2: Summary of the work done to date and explanation of next steps to conclude the project
<i>170 days after Effective Date:</i>	Final Deliverables: A series of visualizations with accompanying key insights

*\*These dates rely on the timely receipt of all City data as well as the timely responses from the Client when CDP requests specific Client feedback. Data and feedback requested by CDP should be delivered by City within five (5) business days of the request. If data is not delivered within this timeframe, the timeline outlined above will be extended on a day-for-day basis according to the date that the data and responses were delivered by the Client.*

*\*\* All Timeline Dates are contingent upon a Kick-Off meeting between CDP and Client within eight (8) business days of the Effective Date.*

### 3. COMPENSATION FOR SERVICES

For the execution of this work, \$240,000 shall be paid to CDP and shall be divided into three (3) separate payments:

- Payment #1 of \$100,000 – due as soon as possible after Effective Date of contract - all of which is paid by the City– to cover upfront data costs, consultation and development of scope of work for the study
- Payment #2 of \$100,000 - due after delivery of Progress Report #1- \$60,000 of which is paid by the City and \$40,000 of which is paid by Schmidt Futures
- Payment #3 of \$40,000 – due after delivery of Final Deliverables – all of which is paid by Schmidt Futures

### 4. CLIENT REPRESENTATIVE NAME AND EMAIL ADDRESS:

Daniel McFeely – [dmcfeely@carmel.in.gov](mailto:dmcfeely@carmel.in.gov)

### 5. CDP REPRESENTATIVE NAME AND EMAIL ADDRESS:

Ash Ashtiani – [ashtiani@communitydataplatfoms.com](mailto:ashtiani@communitydataplatfoms.com)

**Community Data Platforms, Inc.**

**City of Carmel, Indiana**

Signed: 

Signed:

Name: Alan Worden

Name: James Brainard

Title: CEO

Title: Mayor of Carmel, IN

Date: June     , 2020

Date: June     , 2020

**EXHIBIT  
A (5 of 5)**

## EXHIBIT B 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
Umbrella Excess Liability	
Each occurrence and aggregate:	\$500,000
Maximum deductible:	\$ 10,000

# Community Data Platforms

SMARTER AND STRONGER COMMUNITIES

Community Data Platforms, Inc.  
9117 Burdette Rd.  
Bethesda, MD 20817  
[worden@communitydataplatforms.com](mailto:worden@communitydataplatforms.com)

June 9, 2020

Mayor Jim Brainard  
City of Carmel  
One Civic Square  
Carmel, IN 46032

Dear Mayor Brainard,

In response to your query, currently Community Data Platforms, Inc. does not have any W2 employees. Community Data Platforms, Inc.'s team is comprised of individuals who work for the company on a contractual relationship basis. Therefore, I do not believe the E-Verify program administered by the Department of Homeland Security and USCIS is relevant to Community Data Platforms, Inc.

Please do not hesitate to contact me if you have any further questions.

Sincerely,



Alan J. Worden  
Founder / CEO

# 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

**104064**

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			374144	

<b>COMMUNITY DATA PLATFORMS INC</b>	<b>Redevelopment Commission</b>
<b>VENDOR PO BOX 487</b>	<b>SHIP TO 30 W Main Street, Suite 220</b>
<b>GENEVA, IL 60134 -</b>	<b>Carmel, IN 46032-</b>
	<b>Micheal Lee (317) 571-2788</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47452				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	TIF Study	\$35,000.00	\$35,000.00
			Sub Total	\$35,000.00

Department: 902 Fund: 902 Carmel Redevelopment Fund

Account: 43-419.99

1 Each

TIF Study

\$35,000.00

\$35,000.00

Sub Total

\$35,000.00



Send Invoice To:

Redevelopment Commission

Michael Lee

30 W Main Street, Suite 220

Carmel, IN 46032-

(317) 571-2788

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$35,000.00</b>

**SHIPPING INSTRUCTIONS**

\*SHIP PREPAID.

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

\*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS

\*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

**PAYMENT**

**\$35,000.00**

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

ORDERED BY

Henry Mestetsky

TITLE

Director

CONTROL NO. **104064**

CONTROLLER

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**104060**

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
6/15/2020			374144	TIF STUDY

**COMMUNITY DATA PLATFORMS INC**  
VENDOR PO BOX 487

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

GENEVA, IL 60134 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47393				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
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Department: 1160 Fund: 101 General Fund

Account: 43-403.03

1 Each		TIF STUDY	\$50,000.00	\$50,000.00
			Sub Total	\$50,000.00



Send Invoice To:  
Mayor's Office

1 Civic Square  
Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

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

**PAYMENT**

**\$50,000.00**

\* 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.

**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.

ORDERED BY

Sharon Kibbe  
Executive Office Manager

James Crider  
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **104060**

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**104061**

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
6/16/2020			374144	TIF STUDY

**COMMUNITY DATA PLATFORMS INC**  
VENDOR PO BOX 487

**Redevelopment Department**

SHIP  
TO

30 W Main Street, Suite 220  
Carmel, IN 46032-

GENEVA, IL 60134 -

Micheal Lee

(317) 571-2788

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47406				

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

Department: 1801 Fund: 903 Carmel Economic Fund

Account: 43-419.99

1	Each	TIF STUDY	\$75,000.00	\$75,000.00
			Sub Total	\$75,000.00



Send Invoice To:

**Redevelopment Department**

**Michael Lee**

**30 W Main Street, Suite 220**

**Carmel, IN 46032-**

**(317) 571-2788**

**PLEASE INVOICE IN DUPLICATE**

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

**PAYMENT**

**\$75,000.00**

\* 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.

**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.

ORDERED BY

*Sharon Kibbe*

Sharon Kibbe

Executive Office Manager

*Henry Mestetsky*

Henry Mestetsky

Director

TITLE

CONTROLLER

CONTROL NO. **104061**

**RESOLUTION NO. BPW 07-15-20-02**

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

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

BY:

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

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

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

ATTEST:

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

**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 Community Data Platforms, Inc. (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 43-403.03 and 43-419.99 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 As consideration for furnishing the Services set forth in Exhibit A, \$180,000 shall be paid to Professional in three (3) separate payments as follows:
  - Installment #1 of \$75,000 – due as soon as possible after Effective Date of contract – all of which is paid by the City– to cover upfront data costs, consultation and development of scope of work for the study
  - Installment #2 of \$75,000 - due after delivery of Progress Report #1- \$45,000 of which is paid by the City and \$30,000 of which is paid by Schmidt Futures
  - Installment #3 of \$30,000 – due after delivery of Final Deliverables – all of which is paid by Schmidt Futures
- 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 B. 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 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.

#### 7.12 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:**

Community Data Platforms, Inc.  
PO Box 487  
Geneva, Illinois 60134

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.

#### 7.13 Effective Date

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

#### 7.14 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.

#### 7.15 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.

#### 7.16 Non-Assignment

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

#### 7.17 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.

#### 7.18 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.

#### 7.19 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.

#### 7.20 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.

#### 7.21 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.

#### 7.22 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.

#### 7.23 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.

#### 7.24 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.

#### 7.25 Debarment And Suspension

7.25.1 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.

7.25.2 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.

Community Data Platforms, Inc.  
Department of Community Services - 2020  
Appropriation #43-403.03, 43-419.99; P.O.#104058  
Contract Not To Exceed \$120,000.00

7.26 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.

7.27 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)*

Community Data Platforms, Inc.  
Department of Community Services - 2020  
Appropriation #43-403.03, 43-419.99; P.O.#104058  
Contract Not To Exceed \$120,000.00

**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

Community Data Platforms, Inc.

BY:

BY:

*James Brainard*

*Alan J. Worden*

James Brainard, Presiding Officer  
Date: 6-30-2020

Authorized Signature

Printed Name: ALAN J. WORDEN

Mary Ann Burke, Member  
Date:

Title: CEO

FID/TIN: 832691344

Lori S. Watson, Member  
Date:

Last Four of SSN if Sole Proprietor:

Date: 6/30/2020

ATTEST:

Sue Wolfgang, Clerk  
Date:

## EXHIBIT A: STATEMENT OF WORK

**PROJECT NAME:** *Roundabouts Analysis*

**PROJECT MANAGER:** *Benjamin Maskell*

**DELIVERY DATE:** *170 days after the Effective Date, with adjustments as needed as outlined in Section 2 below.*

**COST:** *Total cost is \$180,000 of which \$60,000 of the total cost shall be funded by Schmidt Futures*

This Statement of Work ("SOW") adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**Agreement**"), which was entered into on June [REDACTED], 2020, between Community Data Platforms, Inc. ("**CDP**"), a Delaware corporation, and the City of Carmel, Indiana ("**Client**" or "**City**").

This SOW is effective beginning on June [REDACTED], 2020 ("**Effective Date**") and will remain in effect until 170 days after the Effective Date ("**Expiration Date**"), unless earlier terminated in accordance with the Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Agreement.

<i><b>SOW Effective Date</b></i>	<i>June [REDACTED], 2020</i>
<i><b>Expiration Date</b></i>	<i>170 days after Effective Date</i>
<i><b>CDP Project Manager</b></i>	<i>Benjamin Maskell</i>
<i><b>Client Project Manager</b></i>	<i>Daniel McFeely</i>

### 1. SCOPE OF WORK

CDP will aggregate multiple data points from the Client to understand the impact of the City's roundabouts system and traffic patterns. CDP will utilize data to help the City answer these types of questions:

- What are the cost and benefits of Carmel's roundabouts when taking into account social, environmental and economic factors?
- What is the greatest overall impact of roundabouts on the community at large?

CDP's approach and methodology will take the following steps:

**Step 1: Quantify the Capital Costs of Installing Roundabouts**

**EXHIBIT  
A (1 of 4)**

CDP will aggregate the historical costs of converting traditional traffic signal intersections to roundabouts, including but not limited to:

- Feasibility studies
- Data collection and forecasting
- Capacity analyses
- Design plans
- Cost of land and eminent domain (if applicable)
- Construction labor and materials
- Other costs tracked by CDP, the City, and/or local data partners

Potential Data Sources:

- Indiana Department of Transportation
- Hamilton County Highway Department
- City of Carmel
- City of Carmel local data partners

**Step 2: Quantify the Benefits of Roundabouts**

CDP can measure the impact of the installation of roundabouts across Carmel including, but not limited to:

- Annual dollar savings v. depreciation of investment
  - Traffic signal energy annual costs v. roundabout lighting annual costs
  - Maintenance costs of traffic signal v. roundabout intersections
  - Fuel savings to the community by reducing idling
  - Increased productivity through faster commutes
- Local business revenue changes due to efficient traffic flow
- Emissions decrease
- Traffic safety
- Current flow volume through roundabouts and traffic signal stops
- Other metrics tracked by CDP, the City, and/or local data partners

Potential Data Sources:

- Business data files
- Consumer data files
- Mobility data pings from smartphone apps
- Private job postings (ex. Indeed.com)
- American Automobile Association
- U.S. Bureau of Labor Statistics
- U.S. Bureau of Economic Analysis
- U.S. Department of Labor
- Indiana Department of Transportation
- OneZone
- Carmel Fire Department
- Carmel Police Department
- Carmel Green Initiative
- Other Carmel Local Data Partners

## 2. DEADLINES AND DELIVERY REQUIREMENTS

CDP will deliver:

1. An online interactive Roundabout Manager tool to educate stakeholders on the benefits of roundabouts and the ROI in dollars
2. A user guide for leveraging the Roundabout Manager
3. Accompanying visualizations for community education and outreach
4. Accompanying infographics for community education and outreach

The core output will be an online, interactive tool that portrays CDP's analytics and insights in a simple and compelling manner. It will include data points and metrics mentioned above and will be a critical resource for city leaders educating all stakeholders in the ROI and general impact of Roundabouts.

The user guide will include instructions for use and suggestions for leveraging the tool. CDP will present use cases and scenarios on how leveraging the data analytics will enhance decision making on a variety of topics.

CDP will also deliver a suite of visualizations and infographics that can be widely distributed to promote evidence-based storytelling. Both will be easily shareable via social media, newsletters, emails, and other platforms. CDP will work with the Client to schedule a presentation of its findings after the final deliverables are sent. This presentation will be conducted either virtually or in-person at a mutually agreed-upon venue and date.

<i>60 days after Effective Date:</i>	Progress report #1: Summary of the work done to date and explanation of next steps
<i>140 days after Effective Date:</i>	Progress report #2: Summary of the work done to date and explanation of next steps to conclude the project
<i>170 days after Effective Date:</i>	Final Deliverables: A series of visualizations with accompanying key insights

*\*These dates rely on the timely receipt of all City data as well as the timely responses from the Client when CDP requests specific Client feedback. Data and feedback requested by CDP should be delivered by City within five (5) business days of the request. If data is not delivered within this timeframe, the timeline outlined above will be extended on a day-for-day basis according to the date that the data and responses were delivered by the Client.*

*\*\* All Timeline Dates are contingent upon a Kick-Off meeting between CDP and Client within eight (8) business days of the Effective Date.*

### 3. COMPENSATION FOR SERVICES

For the execution of this work, \$180,000 shall be paid to CDP and shall be divided into three (3) separate payments:

- Installment #1 of \$75,000 – due as soon as possible after Effective Date of contract – all of which is paid by the City– to cover upfront data costs, consultation and development of scope of work for the study
- Installment #2 of \$75,000 - due after delivery of Progress Report #1- \$45,000 of which is paid by the City and \$30,000 of which is paid by Schmidt Futures
- Installment #3 of \$30,000 – due after delivery of Final Deliverables – all of which is paid by Schmidt Futures

### 4. CLIENT REPRESENTATIVE NAME AND EMAIL ADDRESS:

Daniel McFeely – [dmcfeely@carmel.in.gov](mailto:dmcfeely@carmel.in.gov)

### 5. CDP REPRESENTATIVE NAME AND EMAIL ADDRESS:

Benjamin Maskell – [maskell@communitydataplatfoms.com](mailto:maskell@communitydataplatfoms.com)

**Community Data Platforms, Inc.**

**City of Carmel, Indiana**

Signed: 

Signed:

Name: Alan Worden

Name: James Brainard

Title: CEO

Title: Mayor of Carmel, IN

Date: June     , 2020

Date: June     , 2020

**EXHIBIT  
A (4 of 4)**

## EXHIBIT B 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

#### Umbrella Excess Liability

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

# Community Data Platforms

SMARTER AND STRONGER COMMUNITIES

Community Data Platforms, Inc.  
9117 Burdette Rd.  
Bethesda, MD 20817  
[worden@communitydataplatforms.com](mailto:worden@communitydataplatforms.com)

June 9, 2020

Mayor Jim Brainard  
City of Carmel  
One Civic Square  
Carmel, IN 46032

Dear Mayor Brainard,

In response to your query, currently Community Data Platforms, Inc. does not have any W2 employees. Community Data Platforms, Inc.'s team is comprised of individuals who work for the company on a contractual relationship basis. Therefore, I do not believe the E-Verify program administered by the Department of Homeland Security and USCIS is relevant to Community Data Platforms, Inc.

Please do not hesitate to contact me if you have any further questions.

Sincerely,



Alan J. Worden  
Founder / CEO

# City of Carmel

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

PURCHASE ORDER NUMBER

**104058**

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

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
6/15/2020			374144	ROUNABOUT STUDY

COMMUNITY DATA PLATFORMS INC

VENDOR PO BOX 487

GENEVA, IL 60134 -

Mayor's Office

SHIP TO  
1 Civic Square  
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47392				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
<i>Department: 1160 Fund: 101 General Fund</i>				
<i>Account: 43-403.03</i>				
1	Each	ROUNABOUT STUDY	\$40,000.00	\$40,000.00
			Sub Total	\$40,000.00
<i>Account: 43-419.99</i>				
1	Each	ROUNABOUT STUDY	\$80,000.00	\$80,000.00
			Sub Total	\$80,000.00



Send Invoice To:

Mayor's Office

1 Civic Square

Carmel, IN 46032-

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$120,000.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

*Sharon Kibbe*

Sharon Kibbe  
Executive Office Manager

TITLE

*James Crider*

James Crider  
Director of Administration

CONTROLLER

CONTROL NO. **104058**

**APPROVED**  
By Jon Oberlander at 9:08 am, Jul 08, 2020

Rollfast, Inc.

Community Relations Department - 2020

Appropriation #43-590.38, 43-593.00 Fund; P.O. #103702, 103703

City of Carmel, Indiana

Amendment to Additional Services Amendment

This Amendment is entered into by and between the City of Carmel, Indiana acting by and through its Board of Public Works and Safety ("Customer") and Rollfast, Inc. ("Vendor") pursuant to the Additional Services Amendment between Customer and Vendor, dated February 5, 2020.

The Parties agree to the following that due to the COVID-19 Health Emergency, the scope of work for the February 5, 2020 Additional Services Amendment will be amended as set forth in the attached Exhibit A, which is attached hereto and incorporated herein by this reference. This Amendment reduces the total amount payable to Rollfast to \$34,000.00.

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

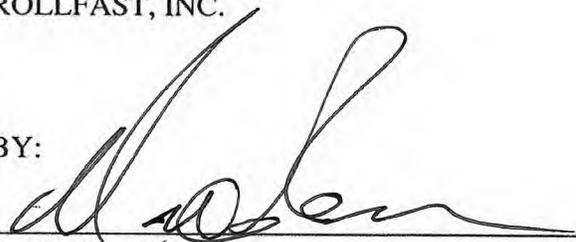
CITY OF CARMEL, INDIANA  
by and through its Board of Public  
Works and Safety

ROLLFAST, INC.

BY:

BY:

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

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

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

Printed Name: MATT TANNER

Title: FOUNDER, CEO

Date: 7/7/2020

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

ATTEST:

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



Proposal for the City of Carmel

# 2020 Bicycle Events Services

## Deliverables

Rollfast proposes the following deliverables:

- Oversee bicycle events, providing guidance and advice based on experience
- Create routes and cue sheets with Ride with GPS as needed
- Some events will use multiple routes (distances)
- Assist with marking routes as needed
- Manage web-based registration (wufoo) and promote with social media
- Promote events on Rollfast Cycling website and social media
- Offer advice with:
  - Route plan
    - Rider logistics / Staging
    - Support vehicles
    - Rest area locations
    - Permits
    - Police and traffic plan
  - Rental equipment
  - Volunteer needs
  - Safety waivers
  - Registration

Exhibit

A  
1 of 2

Fees

4 Family Fun - Approximately 2 Miles Routes \$10,000

- May 16, Location TBD
- June 13, Location TBD
- July 11, Location TBD
- August 8, Location TBD

5 Slow Roll (Conquer the CAB) - Ranging 7-13 Mile Routes \$19,000

- May 12, City Center Loop
- June 9, White River Loop
- July 14, West Loop
- August 11, Village Loop
- September 8, Cool Creek Loop

~~1 "Big Ride Weekend" with 3 routes (Ride Round About Carmel)~~

~~\$15,000~~ \$5,000

~~\*\*Ride cancelled due to COVID-19~~

*\*This amount is in consideration of pre-race planning already completed*

- ~~• September 19, Midtown~~
- ~~• 5-mile route~~
- ~~• 25-mile route~~
- ~~• 50-mile route~~

Total

\$34,000

~~\$44,000~~

Payment Schedule

Initial payment, January 2020 \$9,000

April 1, 2020 \$7000

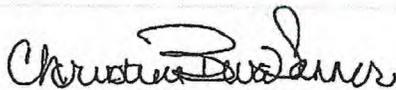
May 1, 2020 \$7000

June 1, 2020 \$7000

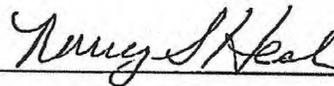
July 1, 2020 ~~\$7000~~ \$4000

August 1, 2020 ~~\$7000~~ \$0

Signature of Commitment *pending BPW approval (WSH 11-27-19)*



Chris Tanner, Director  
Rollfast



Nancy Heck  
City of Carmel

**RESOLUTION NO. BPW 07-15-20-04**

**RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY  
ACKNOWLEDGING AGREEMENT FOR SALE OF WORK OF ART**

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

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

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

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

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

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

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

ATTEST:

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

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

### **AGREEMENT FOR SALE OF WORK OF ART**

THIS AGREEMENT FOR SALE OF WORK OF ART ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (the "Collector"), and Brad Howe, Inc.

WHEREAS, Brad Howe, Inc. is the exclusive representative for the works of Brad Howe (the "Artist"), for the purpose of exhibition and sale of the Artist's works.

WHEREAS, the Artist has created (or will create) the Work of Art entitled "Pulpo" (the "Work"). The Work is described in greater detail in Exhibit A, which is attached hereto and is incorporated herein by this reference.

NOW THEREFORE the parties agree as follows:

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Brad Howe, Inc. 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:**  
Brad Howe, Inc. agrees to sell and the Collector agrees to purchase the Work for a total purchase price of Two Hundred Nine Thousand Two Hundred Dollars (\$209,200.00) (the "Purchase Price"). The Purchase Price includes the Work and shipping costs. Brad Howe, Inc. shall pack and arrange pickup and delivery of the completed Work to the Installation Site (the "Site") as specified by the Collector. The Collector shall assume ownership and liability for the Work once it is packed aboard its transport vehicle. The Collector shall be responsible for the cost of delivery and installation of the Work. The Artist shall coordinate with the Collector to prepare the Site for installation. The Collector shall use its best efforts to secure the Site and protect the public during installation of the Work. The Collector will use City of Carmel budget appropriation number 2017 LOIT Bond funds to pay the Purchase Price.
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Brad Howe, Inc. shall submit an invoice for the Purchase Price of the Work to Collector. Collector shall pay Brad Howe, Inc. the 50% of the Purchase Price of the Work as soon as possible after execution of this Agreement. The remaining 50% of the Purchase Price shall be paid upon shipment of the Work, so long as and to the extent such Work is not disputed, is in conformance with the specifications set forth in Exhibit A, and Brad Howe has otherwise performed and satisfied all the terms and conditions of this Agreement.
  - 3.2 Brad Howe, Inc. agrees not to provide any goods and services to Collector that would cause the total cost of the Work provided by Brad Howe, Inc. to Collector hereunder to exceed the Purchase Price, unless Collector has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**  
Brad Howe, Inc. expressly warrants that the Work will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Brad Howe, Inc. by Collector and/or by Brad Howe, Inc. to and accepted by Collector, all of which documents are incorporated herein by reference, and that the Work will be delivered in a timely, good and workmanlike manner and free from defect. Brad Howe, Inc. acknowledges that it knows of Collector's intended use and expressly warrants that the Work provided to Collector pursuant to this Agreement has been selected by Brad Howe, Inc. based upon Collector'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. COPYRIGHT:

The Artist, Brad Howe, Inc., and/or their successor(s), heir(s), and or assign(s) is/are the copyright owner(s) of the Work and shall retain all copyright ownership in the Work. The Collector agrees to never contest the copyrights of the Artist, Brad Howe, Inc., and/or their successor(s), heir(s), and/or assign(s) in the Work. It is understood that any photographic or other image, including any derivative, of the Work may not be used for commercial purposes. If the Collector desires to use a two-dimensional image of the Work for a commercial or non-commercial purpose, the Collector must submit a written request to Brad Howe, Inc. for approval prior to any such use. Non-commercial two-dimensional images of the Work for media and promotional purposes will generally be permitted.

7. DEFAULT:

In the event Brad Howe, Inc.: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Brad Howe, Inc.'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 Collector 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, Collector shall have the right to (1) terminate all or any parts of this Agreement, without liability to Brad Howe, Inc.; and (2) exercise all other rights and remedies available to Collector at law and/or in equity.

8. INDEMNIFICATION:

Brad Howe, Inc. shall indemnify and hold harmless Collector 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 the sale and/or exhibition of the Work under this Agreement.

Brad Howe, Inc. further agrees to indemnify, defend and hold harmless Collector 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 Artist and/or of any of Artist's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

9. GOVERNMENT COMPLIANCE:

Artist agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Artist's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Artist agrees to indemnify and hold harmless Collector 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.

10. 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.

11. RELATIONSHIP OF PARTIES:

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

12. 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.

13. 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.

14. 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 Collector: Collector of Carmel  
One Civic Square  
Carmel, Indiana 46032

**AND**

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

If to Brad Howe, Inc.: Brad Howe, Inc.  
1718 Albion Street  
Los Angeles, CA 90031  
ATTENTION: Brad Howe

Notwithstanding the above, notice of termination under paragraph 15 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.

15. TERMINATION:

Notwithstanding anything to the contrary contained in this Agreement, Collector may, upon notice to Brad Howe, Inc., immediately terminate this Agreement for cause, in the event of a default hereunder by Brad Howe, Inc. 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, Brad Howe, Inc. shall be entitled to receive only payment for work completed as of the date of termination, except that such payment amount shall not exceed the Purchase Price, unless the parties have previously agreed in writing to a greater amount.

16. UNAUTHORIZED ALIENS:

By signing this agreement, Brad Howe, Inc. certifies and represents that it does not knowingly employ unauthorized aliens.

17. 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.

18. 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.

19. 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.

20. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Collector and Brad Howe, Inc.

21. IRAN CERTIFICATION:

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

22. 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.

23. DEBARMENT AND SUSPENSION

23.1 Brad Howe, Inc. 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 Brad Howe, Inc.

23.2 Brad Howe, Inc. 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. Brad Howe, Inc. 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.

Brad Howe, Inc.  
Engineering Department - 2020  
Appropriation # 2017 LOIT Bond Fund P.O. #: 104090  
Contract Not To Exceed \$209,200.00

24. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Brad Howe, Inc. and Collector 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 12 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:

"COLLECTOR"  
CITY OF CARMEL, INDIANA

"ARTIST"  
BRAD HOWE, INC.

by and through its Board of Public  
Works and Safety

By:



James Brainard, Presiding Officer

Date: July 7, 2020

Mary Ann Burke, Member

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

Lori S. Watson, Member

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

ATTEST:

Sue Wolfgang, Clerk

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

By:



Authorized Signature

William Bradford Howe

Printed Name

President

Title

Date: July 6, 2020

Brad Howe, Inc.  
Engineering Department - 2020  
Appropriation # 2017 LOIT Bond Fund P.O. #: 104090  
Contract Not To Exceed \$209,200.00

EXHIBIT A  
BRAD H O W E

June 9, 2020

Invoice #1224

City of Carmel, Indiana  
1 Civic Square  
Carmel, IN 46032

STATEMENT

**Brad Howe** \$200,000  
***Pulpo***  
Stainless Steel, Urethane  
16 x 8 x 3ft

*50% due upon receipt of invoice*

*50% remaining due prior to shipment of sculpture to Carmel, Indiana*

Amount Due: \$100,000

*Note: Preparation, Packing, Shipping Estimate: \$9,200*

Please make payment to Brad Howe Inc. if paying by check.



1718 Albion Street, Los Angeles, CA, 90031, U.S.A  
TEL: 323-576-2480 FAX: 323-576-2475  
[BradHowe@BradHowe.com](mailto:BradHowe@BradHowe.com)

# 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

**104090**

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
6/30/2020			372797	18-ENG-06 6th Street and Range Line Road RAB

**BRAD HOWE INC**  
VENDOR 1718 ALBION STREET

SHIP TO  
City Engineering's Office  
1 Civic Square  
Carmel, IN 46032-  
Laurie Slick

LOS ANGELES, CA 90031 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47781				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	'Pulpo" Stainless Steel Sculpture	\$209,200.00	\$209,200.00
			Sub Total	\$209,200.00

Department: 2200 Fund: 0 2017 LOIT Bond Fund

Account: 44-628.71

1 Each

'Pulpo" Stainless Steel Sculpture

\$209,200.00

\$209,200.00

Sub Total



Send Invoice To:

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$209,200.00

**SHIPPING INSTRUCTIONS**

- \*SHIP PREPAID
- \*C.O.D. SHIPMENT CANNOT BE ACCEPTED
- \*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- \*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 154 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THEREFO

**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. HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

Jeremy Kashman  
Director

James Crider  
Director of Administration

TITLE

CONTROLLER

CONTROL NO 104090

**APPROVED**  
By Jon Oberlander at 3:42 pm, Jul 08, 2020

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

THIS AMENDMENT TO THE GOODS AND SERVICES AGREEMENT ("Agreement") entered into by and between the City of Carmel and D.&L.S., Inc. d/b/a Office Keepers (the "Vendor"), as City Contract dated February 7, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

CITY OF CARMEL, INDIANA

D.&L.S., Inc. d/b/a Office Keepers

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: 35-2011709

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

ATTEST:

Date: 7-8-2020

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

OFFICE KEEPERS

8537 BASH ST, SUITE 5  
INDIANAPOLIS, IN 46250  
(317) 577-6877  
fax (317)577-2594

**SERVICE CONTRACT**

**COMPANY: Carmel Redevelopment Commission**  
**ADDRESS: 580 Veterans Way, Suite 100**  
**CITY: Carmel STATE: IN ZIP: 46032**

**GENERAL SERVICE SPECIFICATION:** We propose to provide supervised janitorial service per attached job specification. All work to be performed in a workmanlike manner. Any deletions/additions to be reflected in price change.

- ❖ Service to be completed includes janitorial services according to attached office specs. The specs are to be posted in the janitorial closet of the building.
- ❖ CRC will supply useable supplies such as paper towels, trash liners etc.
- ❖ Office Keepers to supply cleaning supplies such as toilet bowl cleaner, window cleaner etc. Office Keepers to supply vacuum.
- ❖ Service is to be completed after business hours generally Wednesday and Friday.
- ❖ Service will generally start after 6:00 pm on each day.
- ❖ Service pricing \$295/month for 2x/wk cleaning
- ❖ Other services available upon request: carpet cleaning, window cleaning, floor care, project cleaning, construction cleaning

- 
- A. Office Keepers hereby agrees to provide labor and supervision necessary to maintain the described building as indicated.
  - B. This contract may be terminated by either party with a 30 day written notice.
  - C. Our company is bonded, our employees are fully covered by Workman's Compensation and our equipment by full liability and property damages (\$3,000,000.00 coverage).
  - D. Upon termination of this agreement, you will not employ or contact any persons employed by Office Keepers during this agreement to perform any services herein, within six months of termination.
  - E. In the event of customer default to pay said price, in accordance with the terms indicated and whether a lawsuit is instituted or not, the customer agrees to pay all collection expenses, attorney fees, and court costs.

**EXHIBIT A**  
**Page 1 of 1**

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

PURCHASE ORDER NUMBER

**103959**

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/29/2020			372218	

<b>OFFICE KEEPERS</b>	<b>Redevelopment Department</b>
<b>VENDOR 8537 BASH STREET</b>	<b>SHIP TO 30 W Main Street, Suite 220</b>
<b>SUITE 5</b>	<b>Carmel, IN 46032-</b>
<b>INDIANAPOLIS, IN 46250 -</b>	<b>Michael Lee (317) 571-2788</b>

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
46253				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1801 Fund: 101 General Fund

Account: 43-509.00

1 Each	Office Cleaning	\$2,400.00	\$2,400.00
		Sub Total	\$2,400.00



Send Invoice To:

**Redevelopment Department**  
**Michael Lee**  
**30 W Main Street, Suite 220**  
**Carmel, IN 46032-**  
**(317) 571-2788**

**PLEASE INVOICE IN DUPLICATE**

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				<b>\$2,400.00</b>

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

Henry Mestetsky

TITLE

Director

CONTROL NO. **103959**

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

### TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**  
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
  
2. **PERFORMANCE:**  
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 44-628.71 2010 Bond Fund funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards. Vendor will not perform any of the Services detailed in Exhibit A prior to obtaining a written Notice to Proceed from the City. Upon receiving a Notice to Proceed, the Vendor shall perform only those Services specifically detailed in the Notice. If the Vendor desires clarification of the scope of any Notice to Proceed, the Vendor shall obtain such clarification from the City in writing, prior to performing the service set forth in the Notice to Proceed. Any services performed without the City's prior express written authorization will not be compensated.
  
3. **PRICE AND PAYMENT TERMS:**
  - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Ninety Five Thousand Eight Hundred Eighty Seven Dollars and Fifty Five Cents (\$195,887.55) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
  
  - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
  
4. **WARRANTY:**  
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City pursuant to or as part of that certain City of Carmel Engineering Department Bid Proposal Package for "Project 19-02; Replacement and Rehabilitation of a Bridge in Brookshire Golf Club" received by the City of Carmel Board of Public Works and Safety on or about July 1, 2020, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. TIME AND PERFORMANCE:

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

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

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

14. NON-ASSIGNMENT:

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

15. RELATIONSHIP OF PARTIES:

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

16. GOVERNING LAW; LAWSUITS:

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

17. SEVERABILITY:

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

18. NOTICE:

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

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

If to Vendor:	Mammoth, Inc. 1000 W Broadway Street Fortville, Indiana 46040
---------------	---

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

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

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. ADVICE OF COUNSEL:

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

27. IC 5-16-13.

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

28. DEBARMENT AND SUSPENSION

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

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

29. IRAN CERTIFICATION.

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

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

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

CITY OF CARMEL, INDIANA

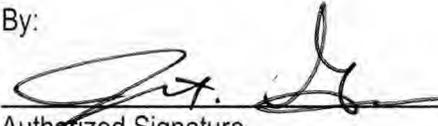
Mammoth, Inc.

by and through its Board of Public Works and Safety

By:

By:

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

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

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

\_\_\_\_\_  
Joseph T. Gaw  
Printed Name

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

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

ATTEST:

FID/TIN: 81-4197821

Last Four of SSN if Sole Proprietor: 3577

Date: 7-8-20

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

**BIDDER'S ITEMIZED PROPOSAL**  
**AND DECLARATIONS**  
City of Carmel

*Instructions To Bidders:*

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

Project: **Replacement and Rehabilitation of a Bridge in  
Brookshire Golf Club**

Proposal For Construction of :  
**Construction of 1 Pedestrian Bridge; Associated  
Approach Work**

Date: June 14th 2020

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

**PART 1**  
**BIDDER INFORMATION**  
**(Print)**

1.1 Bidder Name: Mammoth, Inc.

1.2 Bidder Address: Street Address: 1000 W Broadway St.  
City: Fortville State: IN Zip: 46040  
Phone: 317-983-3224 Fax: 317-560-4558

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

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

.1 Corporation Name: \_\_\_\_\_

.2 Address: \_\_\_\_\_

.3 Date registered with State of Indiana: \_\_\_\_\_

.4 Indiana Registered Agent:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**Slick, Laurie**

---

**From:** patrick.dull@mammothgroup.net  
**Sent:** Thursday, June 25, 2020 1:28 PM  
**To:** Slick, Laurie  
**Subject:** Bid Submission Error

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Good afternoon Laurie. To confirm with our earlier conversation, Mammoth, Inc acknowledges the (\$20.00) math error with our bid submission and agrees upon the final contract amount of \$195,887.55. Thank you and we apologize for the confusion.

Patrick Dull  
Onsite Project Manager  
Mammoth, Inc.  
317-629-8140 Mobile  
317-863-1260 Fax  
[www.MammothGroup.net](http://www.MammothGroup.net)



**EXHIBIT  
A (3 of 5)**

**PART 2**  
**BID PROPOSAL**

2.1 Base Bid

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total ONE HUNDRED NINETY FIVE THOUSAND, EIGHT HUNDRED SIXTY SEVEN Dollars (\$ 195,867.57 ). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the OWNER and ENGINEER cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.

**PART 3**  
**CONTRACT ITEMS AND UNIT PRICES**

Contract Item No.	Description	Estimated Quantity	Units	Unit Price	Total Price
105-06845	Construction Engineering	1	LS	1826	1826. <sup>00</sup>
110-01001	Mobilization and Demobilization	1	LS	11,500	11,500
202-51330	Present Structure, Remove	1	LS	8558	8558. <sup>00</sup>
203-02000	Excavation, Common	8.00	CYS	445.50	3,564. <sup>00</sup>
203-51223	Excavation, Waterway	20.96	CYS	197.33	4,136. <sup>03</sup>
205-08594	Filter Sock	148.00	LFT	7.58	<del>1112.24</del>
205-03371	Sediment Remove	4.00	CYS	220. <sup>00</sup>	880. <sup>00</sup>
206-51230	Excavation, Foundation, Unclassified	86.00	CYS	80.58	6929.88
211-09265	Structure Backfill, Type 2	41.56	CYS	85.04	3534.26
303-01180	Compacted Aggregate No. 53	17.83	TON	116.79	2,082.37
	HMA Intermediate, Type B, 12.5mm	16.79	TON	327.58	5,500.07
406-05521	Asphalt for Tack Coat	76.32	SYS	21.62	1,650.04
616-05688	Riprap, Class 1	73.12	TON	84.62	6,187.41
616-12246	Geotextile for Riprap Type 1A	80.11	SYS	10.44	836.35
702-51015	Concrete, B, Footings	13.60	CYS	590.44	8,029.98
702-92857	Concrete, C, Substructure	17.40	CYS	1,144.25	19,910. <sup>00</sup>
703-06029	Reinforcing Bars, Epoxy Coated	2892.00	LBS	1.58	4,569.36
	Dewatering (See TS51)	1.0	LS	7,172	7,172. <sup>00</sup>
	Pre-Engineered Pedestrian Bridge (See TS49)	1.0	LS	90,200	90,200
	Temp Construction Access (See TS53)	1.0	LS	7,700	7,700
				TOTAL	\$195,867.55

1,121.84

**EXHIBIT**  
**A (5 of 5)**

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

Commercial General Liability:

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

Personal & Advertising Injury  
Each Occurrence Limit:

\$5,000,000

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

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

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

Joseph T. Gaw, 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:

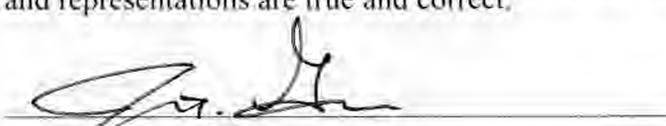
1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Mammoth, Inc. (the "Employer") in the position of President
3. I am familiar with the employment policies, practices, and procedures of 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 8<sup>th</sup> day of July, 2020

  
Printed: Joseph T. Gaw

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: Joseph T. Gaw

# City of Carmel

ONE CIVIC SQUARE  
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT  
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

**104080**

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
6/25/2020			374808	Project 19-02: Brookshire Golf Course
<b>MAMMOTH INC</b> VENDOR 1000 W BROADWAY ST  FORTVILLE, IN 46040 -		City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Kate Lustig		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
47652				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: Fund:

Account:

Each

Sub Total

Department: **2200** Fund: **0** **2010 Bond Fund**

Account: **44-628.71**

1 Each

Replacement & Rehabilitation of Bridges in Brookshire Golf Club - Construction **\$195,887.55** **\$195,887.55**

Sub Total **\$195,887.55**



Send Invoice To:

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

**PLEASE INVOICE IN DUPLICATE**

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

**SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

**\$195,887.55**

ORDERED BY

*[Signature]*

Jeremy Kashman  
Director

TITLE

CONTROLLER

*[Signature]*

James Crider  
Director of Administration

CONTROL NO. **104080**

# City of Carmel Project 18-ENG-08 136<sup>th</sup> Multi-Use Path and Pedestrian Bridge

## CHANGE ORDER #8

Change in Contract to include removal, replacement, and additions of pavement message markings and transverse pavement markings required for the installation of the new crosswalk at Wall #4 to Carmel High School parking lot, as well as replacing transverse pavement markings and pavement message markings at Stadium Dr. that were not included in the original Contract.

Contract Price prior to this Change Order	\$1,803,258.17
Contract Price will be increased by this Change Order	\$2,381.94
New Contract Price including this Change Order	\$1,805,640.11

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$1,775,981.08	N/A	N/A
CO 001	(\$15,099.91)	\$1,760,881.17	-0.85%
CO 002	\$2,563.14	\$1,763,444.31	-0.71%
CO 003	\$22,025.00	\$1,785,469.31	0.39%
CO 004	\$3,290.97	\$1,788,760.28	0.72%
CO 005	\$290.95	\$1,789,051.23	0.74%
CO 006	\$1,858.46	\$1,790,909.69	0.84%
CO 007	\$12,348.48	\$1,803,258.17	1.54%
CO 008	\$2,381.94	\$1,805,640.11	1.67%



**Project No.:** 18-ENG-008  
**Description:** Multi-Use Path - 136th Street from Range Line Road to Stadium Drive  
**Type:** Design Change  
**Summary:** Change in Contract to include installation of additional pavement markings.

**Change Order Description:** Change in Contract to include removal, replacement, and additions of pavement message markings and transverse pavement markings required for the installation of the new crosswalk at Wall #4 to Carmel High School parking lot, as well as replacing transverse pavement markings and pavement message markings at Stadium Dr. that were not included in the original Contract.

**Awarded Project Amount:** \$1,775,981.08  
**Authorized Project Amount:** \$1,803,258.17  
**Change Order Amount:** \$2,381.94  
**Revised Project Amount:** \$1,805,640.11

**Quantity Changes:**

Item No.	Description	Unit	Unit Price	Quantity	Amount
117*	Pavement Message Marking, Paint, Lane Indication Arrow	EA	\$ 165.00	4.00	\$660.00
118*	Pavement Message Marking, Paint, Only	EA	\$ 165.00	3.00	\$495.00
119*	Transverse Marking, Remove	LFT	\$ 3.30	151.00	\$498.30
120*	Pavement Message Marking, Remove	SYS	\$ 44.00	16.56	\$728.64
					<b>\$2,381.94</b>

**NOTES:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

CITY OF CARMEL

OK  
8

TO:

CONTRACT CHANGE ORDER NO.: 8  
DATE: 03/31/2020

PROJECT NAME: 18-ENG-08 MULTI-USE PATH ALONG 136<sup>TH</sup> ST.  
FROM RANGELINE RD. TO STADIUM DR.

CITY REQ. NO.: \_\_\_\_\_

CITY PO NO.: 102757

CITY PO DATE: 03/27/2019

I. You are directed to make the following changes in this Contract:

a. See Page 2 for all changes to contract

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
------	--------	---

\*See Page 2 for all changes to contract

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: \_\_\_\_\_ W.D.C. No.: \_\_\_\_\_  
Other: Change Order 8

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order	\$ 1,803,258.17
Contract Price will be increased/decreased by this Change Order	\$ 2,381.94
New Contract Price including this Change Order	\$ 1,805,640.11

Contract Time Prior to this Change Order N/A Days N/A Completion Date

Net increased/decreased resulting from this Change Order N/A Days

Current Contract Time including this Change Order N/A Days N/A Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended

The Above Changes Are Accepted:

Approved:

Clark Dietz, Inc.  
ENGINEER  
8900 Keystone Crossing  
Address  
Suite 475

SCHUTT-LOUKAZAN Co, Inc.  
CONTRACTOR  
4020 ROCKVILLE ROAD  
Address

James Brainard, Mayor  
Mary Ann Burke, Member  
Lori Watson, Member

Indianapolis, IN 46240  
City/State/Zip

INDIANAPOLIS, IN 46222  
City/State/Zip

Jeremy Kashman, PE, City Engineer

By:

By:

ATTEST

Phone: 219 - 775 - 1427

Phone: \_\_\_\_\_

Date: 3-31-20

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

SUE WOLFGANG, CITY CLERK



**INVOICE**

Invoice No: 3956  
 Date: 12/31/2019  
 Due Date: 01/30/2020

Contract No: 18-ENG-08  
 Description: 18-ENG-08  
 Job No: 1908  
 F.A.P. No:  
 Location: Marion County  
 PO No:  
 Our Job No: 2019066  
 Period Ending: 12/04/2019

Bill To:  
 Schutt-Lookabill Company Inc.  
 4050 Rockville Road  
 Indianapolis, IN 46222

Customer No: SCHUTT

ITEM NO	QUANTITIES		UNIT	DESCRIPTION OF ITEMS	UNIT PRICE	AMOUNTS	
	CURRENT	TO DATE				CURRENT	TO DATE
103		333.00	LFT	Line, Paint Solid Yellow, 4"	2.00		666.00
104	524.00	781.00	LFT	Line, Removal	2.00	1,048.00	1,562.00
105	362.00	362.00	LFT	TM, Paint Crosswalk, 24"	7.00	2,534.00	2,534.00
106	110.00	110.00	LFT	TM, Paint Crosshatch Yellow, 12"	5.00	550.00	550.00
EWA-1-1	2.00	3.00	EA	PMM, Paint Lane Indication Arrow	150.00	300.00	450.00
EWA-1-2	1.00	2.00	EA	PMM, Paint Word "ONLY"	150.00	150.00	300.00
Change Orc		100.00	LSUM	Credit for Sign Damage - Tort Claim	-320.03		-320.03
EWA-2-1	151.00	151.00	LFT	TM, Removal	3.00	453.00	453.00
EWA-2-2	5.90	5.90	SYS	Pmm, Removal	40.00	236.00	236.00

Gross Amt This Estimate: 6,778.50  
 Less 10.00000% Retainage: 677.85  
 Amt Due This Estimate: 6,100.65  
 Comments:

Total Work To Date: 36,687.97  
 Less 10.00000% Retainage: 3,700.80  
 Total Amount To Date: 32,987.17  
 Less Previous Payments: 18,996.66  
 Net Amount Due: 13,990.51

Terms: Net 30 Days

# City of Carmel Project 18-ENG-08

## 136<sup>th</sup> Multi-Use Path and Pedestrian Bridge

### CHANGE ORDER #9

Change in Contract to include the installation of added mulching material at the tree mitigation area to meet City of Carmel tree planting standards.

Contract Price prior to this Change Order	\$1,805,640.11
Contract Price will be increased by this Change Order	\$693.22
New Contract Price including this Change Order	\$1,806,333.33

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$1,775,981.08	N/A	N/A
CO 001	(\$15,099.91)	\$1,760,881.17	-0.85%
CO 002	\$2,563.14	\$1,763,444.31	-0.71%
CO 003	\$22,025.00	\$1,785,469.31	0.39%
CO 004	\$3,290.97	\$1,788,760.28	0.72%
CO 005	\$290.95	\$1,789,051.23	0.74%
CO 006	\$1,858.46	\$1,790,909.69	0.84%
CO 007	\$12,348.48	\$1,803,258.17	1.54%
CO 008	\$2,381.94	\$1,805,640.11	1.67%
CO 009	\$693.22	\$1,806,333.33	1.71%



**Project No.:** 18-ENG-008  
**Description:** Multi-Use Path - 136th Street from Range Line Road to Stadium Drive  
**Type:** Design Change  
**Summary:** Change in Contract to include added mulching material at tree mitigation area

**Change Order Description:** Change in Contract to include the installation of added mulching material at the tree mitigation area to meet City of Carmel tree planting standards.

**Awarded Project Amount:** \$1,775,981.08  
**Authorized Project Amount:** \$1,805,640.11  
**Change Order Amount:** \$693.22  
**Revised Project Amount:** \$1,806,333.33

**Quantity Changes:**

Item No.	Description	Unit	Unit Price	Quantity	Amount
121*	Mulching Material, Added	LS	\$ 693.22	1.00	\$693.22
					<b>\$693.22</b>

**NOTES:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

CITY OF CARMEL

TO:

CONTRACT CHANGE ORDER NO.: 9

DATE: 03/31/2020

PROJECT NAME: 18-ENG-08 MULTI-USE PATH ALONG 136<sup>TH</sup> ST.  
FROM RANGELINE RD. TO STADIUM DR.

CITY REQ. NO.: \_\_\_\_\_

CITY PO NO.: 102757

CITY PO DATE: 03/27/2019

- I. You are directed to make the following changes in this Contract:
  - a. See Page 2 for all changes to contract

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
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\*See Page 2 for all changes to contract

- II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: \_\_\_\_\_ W.D.C. No. \_\_\_\_\_  
Other: Change Order 9

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order	\$ 1,805,640.11
Contract Price will be increased/decreased by this Change Order	\$ 693.22
New Contract Price including this Change Order	\$ 1,806,333.33

Contract Time Prior to this Change Order N/A Days N/A Completion Date  
 Net increased/decreased resulting from this Change Order N/A Days  
 Current Contract Time including this Change Order N/A Days N/A Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended

Clark Dietz, Inc.  
 ENGINEER  
 8900 Keystone Crossing  
 Address  
 Suite 475  
 Indianapolis, IN 46240  
 City/State/Zip

The Above Changes Are Accepted:

SCUTT-LOOKABILL Co, Inc  
 CONTRACTOR  
4050 RANGELINE RD  
 Address  
 Indianapolis IN 46222  
 City/State/Zip

Approved:

James Brainard, Mayor  
 Mary Ann Burke, Member  
 Lori Watson, Member  
Jeremy Kashman, PE, City Engineer

By: [Signature]

By: [Signature]

ATTEST:

Phone: 219 - 775 - 1427

Phone: \_\_\_\_\_

Date: 3-31-20

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

SUE WOLFGANG, CITY CLERK

We bid the 96<sup>th</sup> & Gray roundabout to be constructed in 2017 at the same time as the 96<sup>th</sup> & Delegates Row roundabout. However, due to the City of Indianapolis' injunction against the City of Carmel to begin the construction of these roundabouts, we had to halt the land acquisition process. This delay contributed to us not having land acquired in time to begin construction in either 2017 or 2018. This delay in land acquisition resulted in us not having closed all of the parcels until January, 2019. The land acquisition delay resulted in the affected utilities not getting relocated until August, 2019 at 96<sup>th</sup> & Gray and even later at 96<sup>th</sup> & Delegates Row. Early 2019 we began the construction of 96<sup>th</sup> & Gray knowing there were risks with the utilities but we needed to mitigate the risk pushing the project into 2020. We could not start the Delegates Row roundabout due to several utilities not getting relocated until later in 2019. However, starting the Gray Road roundabout before the Delegates Row roundabout meant that had to add more complicated maintenance of traffic (MOT) phasing.

The major increases in project costs are three-fold:

1. Our contractor bid the project based on construction in 2017. Since then, material, (especially asphalt), labor, and equipment costs has inflated. We felt it fair and reasonable to adjust the contract unit costs based on the contractors realized costs increases from 2017 to 2019.
2. Separating the construction of the Gray and Delegates Row roundabouts added costs to adjust the MOT. Originally, the 96<sup>th</sup> & Delegates Row roundabout was to be constructed simultaneously with the 96<sup>th</sup> & Gray roundabout, sharing the same MOT phasing. Part of this adjustment was adding the temporary signal at Brandt.
3. The discovery of an underground petroleum/diesel fuel tank within the project limits that required the expertise of a specialty sub-contractor to mitigate environmental damage as well as remove and dispose of the tank. This third point is the cost of this particular change order.

# City of Carmel Project 16-ENG-34

## 96<sup>th</sup> Street and Gray Road RAB

### CHANGE ORDER #8 – UNDERGROUND STORAGE TANK REMOVAL

Contract Price prior to this Change Order	\$1,928,390.89
Contract Price will be increased /decreased by this Change Order	\$18,975.33
New Contract Price including this Change Order	\$1,947,366.22

On 8/1/19 during the storm sewer pipe installation operation, an underground storage tank (UST) was discovered on the SE corner of the intersection of 96<sup>th</sup> St. and Gray Rd.



The UST was approx. 15' in length by 9' diameter and appeared to have been filled in with concrete, but there was evidence of liquid still in the tank. Due to the environmental concerns with the removal of the UST, Rieth-Riley and Gradex decided to hire a professional company that deals with environment remediation to submit a quote for the tank removal. There was time involved with the process of finding a company that was able to review the work and meet the immediate scheduling needs. Blue River Environmental, INC., submitted a quote, but due to the unknown conditions involved with the removal during price negotiations, it was agreed upon by all parties to track this work under time and materials. Approval was given to proceed with the work on 8/19/19 by the City of Carmel. Blue River Environmental scheduled the work and begin on 8/29/19 and was completed on 9/4/19. Reith-Riley will not be held accountable for the 34 day delay associated with this work towards the completion of the project. This Change Order 8 is an increase of \$18,975.33 to this project.

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$1,597,055.37	\$1,597,055.37	N/A
CO1 – MM Add Insured <b>General Oblig. Bond</b>	\$0.00	\$1,597,055.37	(0.0%)
CO 2 – In-Line BMP <b>Storm Water Bond</b>	\$2,580.00	\$1,599,635.37	0.16%
CO3 – Const. Change 1 <b>Storm Water Bond</b>	\$1,009.85	\$1,600,645.22	0.22%
CO 4 – Const. Change 2 <b>General Oblig. Bond</b>	\$25,702.57	\$1,626,347.79	1.83%
CO 5 – Item Numb. Correction CC 2 <b>Storm Water Bond</b>	\$0.00	\$1,626,347.79	1.83%
CO 6 – Const. Chang 6 – Brandt Rd. <b>Awaiting Assigned Bond</b>	\$155,590.16	\$1,781,937.95	11.6%
CO 7 – 2018 & 2019 Escalation Costs <b>General Oblig. Bond</b>	\$146,452.94	\$1,928,390.89	20.7%
CO 8 – Underground Storage Tank <b>General Oblig. Bond</b>	\$18,975.33	\$1,947,366.22	22.0%

# City of Carmel Project 18-ENG-08

## 136<sup>th</sup> Multi-Use Path and Pedestrian Bridge

### CHANGE ORDER #10

Change in Contract to include the installation of added mulching material at the tree mitigation area to meet City of Carmel tree planting standards.

Contract Price prior to this Change Order	\$1,806,333.33
Contract Price will be increased by this Change Order	(\$78,709.60)
New Contract Price including this Change Order	\$1,727,623.73

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$1,775,981.08	N/A	N/A
CO 001	(\$15,099.91)	\$1,760,881.17	-0.85%
CO 002	\$2,563.14	\$1,763,444.31	-0.71%
CO 003	\$22,025.00	\$1,785,469.31	0.39%
CO 004	\$3,290.97	\$1,788,760.28	0.72%
CO 005	\$290.95	\$1,789,051.23	0.74%
CO 006	\$1,858.46	\$1,790,909.69	0.84%
CO 007	\$12,348.48	\$1,803,258.17	1.54%
CO 008	\$2,381.94	\$1,805,640.11	1.67%
CO 009	\$693.22	\$1,806,333.33	1.71%
CO 010	(\$78,709.60)	\$1,727,623.73	-2.72%



**Project No.:** 18-ENG-008  
**Description:** Multi-Use Path - 136th Street from Range Line Road to Stadium Drive  
**Type:** Final Change Order  
**Summary:** Final Change Order to close out PO

**Change Order Description:** Final Change Order to close out PO

**Awarded Project Amount:** \$1,775,981.08  
**Authorized Project Amount:** \$1,806,333.33  
**Change Order Amount:** (\$78,709.60)  
**Revised Project Amount:** \$1,727,623.73

**Quantity Changes:**

Item No	Description	Unit	Unit Price	Quantity	Amount
3	INSPECTION HOLE, 3 FT DEEP OR LESS	EACH	\$ 500.63	3.00	\$1,501.89
6	PAVEMENT REMOVAL	SYS	\$ 23.36	-46.00	(\$1,074.56)
8	CURB AND GUTTER, REMOVE	LFT	\$ 11.81	-16.00	(\$188.96)
9	SIDEWALK CONCRETE, REMOVE	SYS	\$ 12.77	36.20	\$462.27
12	EXCAVATION, COMMON	CYS	\$ 62.94	10.00	\$629.40
13	STORM WATER MANAGEMENT BUDGET	DOL	\$ 1.00	-15,910.00	(\$15,910.00)
15	TEMPORARY SHEET PILING	SFT	\$ 10.00	-1,570.00	(\$15,700.00)
16	SUBGRADE TREATMENT (UNDISTRIBUTED)	CYS	\$ 47.90	-500.00	(\$23,950.00)
17	SUBGRADE TREATMENT, TYPE II	SYS	\$ 18.13	-38.39	(\$698.01)
19	SUBGRADE TREATMENT, TYPE IC	SYS	\$ 29.12	-123.89	(\$3,607.68)
20	B BORROW	CYS	\$ 50.37	-123.89	(\$6,240.34)
21	AGGREGATE FOR END BENT BACKFILL	CYS	\$ 66.35	-0.80	(\$53.08)
22	STRUCTURAL BACKFILL, TYPE 1	CYS	\$ 49.29	-64.98	(\$3,202.86)
23	STRUCTURAL BACKFILL, TYPE 3	CYS	\$ 62.99	168.67	\$10,624.52
24	COMPACTED AGGREGATE, NO. 53	CYS	\$ 53.83	158.33	\$8,522.90
25	COMPACTED AGGREGATE, NO. 53 TEMPORARY FOR DRIVEWAYS	TON	\$ 42.35	-13.01	(\$550.97)
26	WIDENING WITH HMA, TYPE C	TON	\$ 319.99	7.00	\$2,239.93
28	LIQUID ASPHALT SEALANT	LFT	\$ 0.53	-775.00	(\$410.75)
30	PCCP (CONCRETE CAP FOR CURB INSTALLED ADJACENT TO EX. PAVEMENT)	SYS	\$ 27.93	-77.56	(\$2,188.25)
31	FENCE, WOOD, RESET	LFT	\$ 47.25	23.00	\$1,085.75
32	HMA FOR SIDEWALK	TON	\$ 92.40	-14.43	(\$1,333.33)
33	CURB RAMP, CONCRETE	SYS	\$ 93.71	27.59	\$2,585.46
34	DETECTABLE WARNING SURFACES	SYS	\$ 224.48	1.33	\$298.56
35	HAND RAIL, PEDESTRIAN	LFT	\$ 184.80	-5.25	(\$970.20)
36	CURB, CONCRETE	LFT	\$ 35.13	-4.00	(\$140.52)
37	CURB AND GUTTER, CONCRETE, MODIFIED	LFT	\$ 36.26	36.91	\$1,338.36
38	PCCP FOR APPROACHES, 8 IN.	SYS	\$ 59.70	-15.13	(\$903.28)
39	PCCP FOR APPROACHES, 6 IN.	SYS	\$ 54.30	-4.26	(\$231.32)
41	RIPRAP, REVETMENT	TON	\$ 41.51	42.30	\$1,755.87
42	RIPRAP, UNIFORM	TON	\$ 47.64	-26.00	(\$1,238.64)
43	GEOTEXTILE FOR RIPRAP TYPE 1A	SYS	\$ 2.89	-49.00	(\$141.61)
47	WATER	KGAL	\$ 1.05	-13.00	(\$13.65)
48	TOPSOIL	CYS	\$ 62.33	-137.00	(\$8,539.21)
49	SODDING, NURSERY	SYS	\$ 3.15	91.20	\$287.28
52	FIELD OFFICE, B	MOS	\$ 2,967.94	-6.00	(\$17,807.64)
53	TEST PILE, INDICATOR PRODUCTION	LFT	\$ 97.04	-16.50	(\$1,601.16)
55	PILE, STEEL PIPE, 0.312 IN., 14	LFT	\$ 102.79	-3.10	(\$318.65)
60	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	\$ 55.01	-106.50	(\$5,858.57)
61	PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	\$ 74.06	-16.00	(\$1,184.96)
62	PIPE END BENT DRAIN, 6 IN.	LFT	\$ 8.65	15.72	\$135.98
63	HMA FOR STRUCTURE INSTALLATION, TYPE C	TON	\$ 341.25	2.00	\$682.50
64	VIDEO INSPECTION FOR PIPE	LFT	\$ 3.05	-143.00	(\$436.15)
70	INLET, M10	EACH	\$ 2,683.74	1.00	\$2,683.74
73	MANHOLE, C4	EACH	\$ 3,633.07	1.00	\$3,633.07
79	TEMPORARY PAVEMENT MESSAGE MARKING, LANE INDICATION ARROW	EACH	\$ 73.50	-3.00	(\$220.50)
81	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	LFT	\$ 1.58	-265.00	(\$418.70)
82	DETOUR ROUTE MARKER ASSEMBLY	EACH	\$ 73.50	1.00	\$73.50
83	CONSTRUCTION SIGN, A	EACH	\$ 178.50	3.00	\$535.50
84	CONSTRUCTION SIGN, B	EACH	\$ 105.00	-2.00	(\$210.00)
86	BARRICADE, III-B	LFT	\$ 10.50	-168.00	(\$1,764.00)
95	SIGNAL CABLE, COPPER, 2C/8GA	LFT	\$ 3.15	-2.50	(\$7.88)
96	SIGNAL CABLE, COPPER, 5C/14GA	LFT	\$ 2.42	-3.50	(\$8.47)
100	LINE, PAINT, SOLID, YELLOW, 8 IN.	LFT	\$ 3.68	-23.00	(\$84.64)
101	LINE, PAINT, BROKEN, WHITE, 4 IN.	LFT	\$ 2.10	-10.00	(\$21.00)
102	LINE, PAINT, SOLID, WHITE, 4 IN.	LFT	\$ 2.10	153.00	\$321.30

103	LINE, PAINT, SOLID, YELLOW, 4IN.	LFT	\$ 2.10	-7.00	(\$14.70)
104	LINE, REMOVE	LFT	\$ 2.10	611.00	\$1,283.10
105	TRANSVERSE MAKRING, PAINT, CROSSWALK LINE, WHITE, 24 IN.	LFT	\$ 7.35	82.00	\$602.70
106	TRANSVERSE MARKING, PAINT, CROSSHATCH LINE, YELLOW, 12 IN.	LFT	\$ 5.25	-6.00	(\$31.50)
107	BORROW	CYS	\$ 29.79	-113.00	(\$3,366.27)
108	STRUCTURE, MANHOLE, RECONSTRUCT	LFT	\$ 624.75	1.00	\$624.75
122*	ENGINEER'S CORRECTION (ROUNDING)	DOL	\$ 1.00	-1.05	(\$0.95)
					<b>(\$78,709.60)</b>

Contractor \_\_\_\_\_

Date \_\_\_\_\_

CITY OF CARMEL

TO:

CONTRACT CHANGE ORDER NO.: 10

DATE: 03/31/2020

PROJECT NAME: 18-ENG-08 MULTI-USE PATH ALONG 136<sup>TH</sup> ST. FROM RANGELINE RD. TO STADIUM DR.

CITY REQ. NO.: \_\_\_\_\_

CITY PO NO.: 102757

CITY PO DATE: 03/27/2019

- I. You are directed to make the following changes in this Contract:
  - a. See Page 2 for all changes to contract

ITEM

AMOUNT

SCHEDULED ADJUSTMENT  
(-) OR (-) DAYS

\*Sec Page 2 for all changes to contract

- II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order; R.F.P.: \_\_\_\_\_ W.D.C. No.: \_\_\_\_\_  
Other: Change Order - 10

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order \$ 1,806,333.33

Contract Price will be increased/decreased by this Change Order (\$ 78,709.60)

New Contract Price including this Change Order \$ 1,727,623.73

Contract Time Prior to this Change Order N/A Days N/A Completion Date

Net increased/decreased resulting from this Change Order N/A Days

Current Contract Time including this Change Order N/A Days N/A Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are  
Recommended

The Above Changes Are  
Accepted

Approved:

Clark Dietz, Inc.  
ENGINEER  
8900 Keystone Crossing  
Address  
Suite 475

Schutt-Lawrence Co, Inc  
CONTRACTOR  
4050 Rockville Rd  
Address

James Brainard, Mayor

Mary Ann Burke, Member

Indianapolis, IN 46240  
City/State/Zip

Indianapolis, IN 46222  
City/State/Zip

Lori Watson, Member

Jeremy Kashman, PE, City Engineer

By: [Signature]

By: [Signature]

ATTEST:

Phone: 219-775-1427

Phone: 317-484-1500

Date: 3-31-20

Date: 4/6/2020

**SUE WOLFGANG, CITY CLERK**

# City of Carmel Project 16-ENG-05 96th Street and Keystone Parkway

## CHANGE ORDER # 14

The purpose of this change order is to address additional costs to the contract due to Construction Changes #8/#13/#14 and additional work to close the median at 96th Street and Randall Bypass. Construction Changes #8/#13/#14 involve construction of the multi-use path and concrete sidewalk along 96th Street from Priority Way to Hazel Dell. See the attachments for more information.

Contract Price prior to this Change Order \$30,763,165.17

Contract Price will be increased/decreased by this Change Order \$1,213,176.86

New Contract Price including this Change Order \$31,976,342.03

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$28,793,000.00	\$28,793,000.00	N/A
CO 01	\$25,843.67	\$28,818,843.67	0.09%
CO 02	\$3,481.80	\$28,822,325.47	0.10%
CO 03	\$0.00	\$28,822,325.47	0.10%
CO 04	\$46,996.32	\$28,869,321.79	0.27%
CO 05	(\$172,023.87)	\$28,697,297.92	-0.33%
CO 06	\$68,110.98	\$28,765,408.90	-0.10%
CO 07	\$164,830.51	\$28,930,239.41	0.48%
CO 08	\$1,300,000.00	\$30,230,239.41	4.99%
CO 09	\$235,881.10	\$30,466,120.51	5.81%
CO 10	\$251,434.21	\$30,717,554.72	6.68%
CO 11	(\$404,170.92)	\$30,313,383.80	5.28%
CO 12	\$232,862.12	\$30,546,245.92	6.09%
CO 13	\$216,919.25	\$30,763,165.17	6.84%
CO 14	\$1,213,176.86	\$31,976,342.03	11.06%

TO: CITY OF CARMEL  
 CONTRACT CHANGE ORDER NO.: 14  
 DATE: 6/2/2020  
 PROJECT NAME: 16-ENG-05  
 CITY REQ. NO.: \_\_\_\_\_  
 CITY PO NO.: \_\_\_\_\_  
 CITY PO DATE: \_\_\_\_\_



I. You are directed to make the following changes in this Contract:  
 The purpose of this change order is to address additional costs to the contract due to Construction Changes #8/#13/#14 and additional work to close the median at 96th Street and Randall Bypass. Construction Changes #8/#13/#14 involve construction of the multi-use path and concrete sidewalk along 96th Street from Priority Way to Hazel Delf. See the attachments for more information.

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
*See the attachment	\$1,213,176.86	

II. The following referenced Documents further describe the changes outlined in Paragraph I. and are to be considered a part of this Change Order: R.F.P.: \_\_\_\_\_ W.D.C. No.: \_\_\_\_\_  
 Other: \_\_\_\_\_

The changes result in the following adjustment of Contract Price and Contract Time:  
 Contract Price prior to this Change Order \$ 30,763,165.17  
 Contract Price will be increased/decreased by this Change Order \$ 1,213,176.86  
 New Contract Price including this Change Order \$ 31,976,342.03  
 Contract Time Prior to this Change Order \_\_\_\_\_ Days \_\_\_\_\_ Completion Date  
 Net increased/decreased resulting from this Change Order \_\_\_\_\_ Days  
 Current Contract Time including this Change Order \_\_\_\_\_ Days \_\_\_\_\_ Completion Date  
 This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
<u>American Structurepoint Inc.</u>	<u>Rieth-Riley Construction Co, Inc</u>	<u>James Brainard, Mayor</u>
<u>ENGINEER</u>	<u>CONTRACTOR</u>	<u>Mary Ann Burke, Member</u>
<u>9025 River Road, Suite 200</u>	<u>1751 W. Minnesota Street</u>	<u>Lori Watson, Member</u>
<u>Address</u>	<u>Address</u>	<u>Jeremy Kashman, PE, City Engineer</u>
<u>Indianapolis, IN 4626</u>	<u>Indianapolis, IN 46221</u>	<u>ATTEST:</u>
<u>City/State/Zip</u>	<u>City/State/Zip</u>	<u>Sue Wolfgang, Clerk</u>
By: <u>Timothy P. Conarroe, PE</u> <small>Digitally signed by Timothy P. Conarroe, PE Date: 2020.06.10 11:58:42 -0400</small>	By: <u>[Signature]</u>	
<u>Phone: (317) 401-0263</u>	<u>Phone: (317) 518-2500</u>	
Date: _____	Date: <u>6-9-2020</u>	Date: _____



# American Structurepoint, Inc.

## Change Order Details

### 96th Street and Keystone Parkway

**Description:**

16-ENG-05

Construction of a roundabout interchange at the intersection of 96th Street and Keystone Parkway, including the reconstruction of Keystone Parkway from I-465 to 98th Street, and reconstruction of 96th Street from Haverstick Road to Enterprise Drive. The Project includes new construction of a twospan bridge over 96th Street.

**Change Order:**

14

**Date Created:**

06/02/2020

**Status:**

Pending Approval

**Date Approved:**

**Type:**

Changed Conditions

**Summary:**

Construction Change 8 (Path/Sidewalk) and Randall Drive Median

**Change Order Description:**

Change Order #14 has been created to cover the additional costs necessitated by Construction Changes #8/#13/#14 and additional work to close the median at 96th Street and Randall Bypass. Construction Change #8 was issued on November 21, 2018 and included revisions to the multi-use path on the north side of 96th Street from Priority Way to Hazel Dell plus the addition of a sidewalk on the south side of 96th Street from Priority Way to Gray Road. Construction Change #8 also includes curb ramps, pavement markings, and signage for the multi-use path and sidewalk as well as intersection improvements at 96th Street and the Martin Marietta entrance. Concrete curb and railing improvements on the Carmel Creek Bridge are also included. Construction Changes #13 (October 11, 2019) and #14 (April 29, 2020) included minor revisions to the path/sidewalk and the addition of Erosion Control items.

On April 7, 2020, City of Carmel requested that Rieth-Riley remove the traffic signal at 96th Street and Randall Bypass. (This work will be paid utilizing existing contract items.) City of Carmel proposed adding concrete curb to close up the median at 96th Street and Randall Bypass on April 22, 2020. Rieth-Riley Construction included this work with the proposal to complete the multi-use path and sidewalk from Priority Way to Hazel Dell. A revised proposal was submitted by Rieth-Riley on May 5, 2020.

A portion of the work to construct the multi-use path and sidewalk will be completed using existing contract pay items. The escalation delta for these pay items that was introduced in 2019 will apply to these items of work. An increase to the 2019 Escalation line item is included in this Change Order to cover this additional cost. The remaining portion of the construction will be addressed by the addition of new line items (Items #373-404) to the contract.

We do not anticipate changes to the project timeline as a result of the added work at this time.

**Awarded Project Amount:** \$28,793,000.00

**Authorized Project Amount:** ~~\$30,546,245.91~~ \$30,763,145.<sup>17</sup> (Incl. C.O. #13)

Change Order Amount: \$1,213,176.86

Revised Project Amount: ~~-\$31,759,422.77~~

\$ 31,976,342.<sup>03</sup> (INCL. C.O. #13)

### Increases/Decreases

Line Number	Item	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - 801-08400</b>									
0180	18	CYS	\$15.000	33,505.00	\$502,575.00	309.00	\$4,635.00	33,814.00	\$507,210.00
	BORROW								
0230	23	LFT	\$1.250	2,866.00	\$3,582.50	3,177.00	\$3,971.25	6,043.00	\$7,553.75
	TEMPORARY SILT FENCE								
0280	28	SYS	\$14.750	2,383.00	\$35,149.25	12.00	\$177.00	2,395.00	\$35,326.25
	SUBGRADE TREATMENT, TYPE II								
0290	29	SYS	\$1.750	10,818.00	\$18,931.50	4,180.00	\$7,315.00	14,998.00	\$26,246.50
	SUBGRADE TREATMENT, TYPE III								
0330	33	CYS	\$0.010	9,312.00	\$93.12	281.00	\$2.81	9,593.00	\$95.93
	STRUCTURE BACKFILL, TYPE 1								
0370	37	TON	\$18.000	5,635.00	\$101,430.00	1,446.00	\$26,028.00	7,081.00	\$127,458.00
	COMPACTED AGGREGATE NO. 53 BASE								
0430	43	TON	\$77.880	2,195.00	\$170,946.60	45.00	\$3,504.60	2,240.00	\$174,451.20
	HMA, 4, 76, SURFACE, 9.5 mm								
0750	75	TON	\$79.440	1,440.00	\$114,393.60	684.00	\$54,336.96	2,124.00	\$168,730.56
	HMA FOR SIDEWALK								
0780	78	SYS	\$151.720	1,055.00	\$160,064.60	678.00	\$102,866.16	1,733.00	\$262,930.76
	CURB RAMP, CONCRETE (ALL TYPES)								
0790	79	SYS	\$174.280	135.00	\$23,527.80	101.00	\$17,602.28	236.00	\$41,130.08
	DETECTABLE WARNING SURFACES								
0800	80	LFT	\$166.000	365.00	\$60,590.00	48.00	\$7,968.00	413.00	\$68,558.00
	HAND RAIL, PEDESTRIAN								
0860	86	LFT	\$50.530	93.00	\$4,699.29	72.00	\$3,638.16	165.00	\$8,337.45
	CURB AND GUTTER, COMBINED, TYPE II								
0990	99	SYS	\$1.500	4,132.00	\$6,198.00	20.00	\$30.00	4,152.00	\$6,228.00
	GEOTEXTILES								
1000	100	TON	\$28.000	1,870.00	\$52,360.00	10.00	\$280.00	1,880.00	\$52,640.00
	RIPRAP, REVETMENT								
1050	105	LBS	\$5.250	864.00	\$4,536.00	246.00	\$1,291.50	1,110.00	\$5,827.50
	SEED MIXTURE U								
1070	107	TON	\$350.000	9.00	\$3,150.00	3.00	\$1,050.00	12.00	\$4,200.00
	MULCHING MATERIAL								

Line Number	Item	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1080	108	kGAL	\$1.000	24.00	\$24.00	8.00	\$8.00	32.00	\$32.00
	WATER								
1090	109	CYS	\$30.000	3,095.00	\$92,850.00	417.00	\$12,510.00	3,512.00	\$105,360.00
	TOPSOIL								
1100	110	SYS	\$3.500	6,606.00	\$23,121.00	2,954.00	\$10,339.00	9,560.00	\$33,460.00
	SODDING, NURSERY								
1440	144	LFT	\$39.000	3,782.00	\$147,498.00	25.00	\$975.00	3,807.00	\$148,473.00
	PIPE, TYPE 2, CIRCULAR, 12 IN.								
1460	146	LFT	\$46.000	2,859.00	\$131,514.00	634.00	\$29,164.00	3,493.00	\$160,678.00
	PIPE, TYPE 2, CIRCULAR, 18 IN.								
1470	147	LFT	\$54.000	1,259.00	\$67,986.00	77.00	\$4,158.00	1,336.00	\$72,144.00
	PIPE, TYPE 2, CIRCULAR, 24 IN.								
1570	157	LFT	\$1.280	13,622.00	\$17,436.16	35.00	\$44.80	13,657.00	\$17,480.96
	VIDEO INSPECTION FOR PIPE								
1770	177	EACH	\$2,000.000	7.00	\$14,000.00	3.00	\$6,000.00	10.00	\$20,000.00
	INLET, F7								
2300	230	LFT	\$20.500	1,027.00	\$21,053.50	161.00	\$3,300.50	1,188.00	\$24,354.00
	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE								
2400	240	SFT	\$22.000	529.00	\$11,638.00	146.00	\$3,212.00	675.00	\$14,850.00
	SIGN, SHEET, WITH LEGEND, 0.080 IN.								
2530	253	EACH	\$171.000	2.00	\$342.00	14.00	\$2,394.00	16.00	\$2,736.00
	SIGN GROUND MOUNTED RESET								
2740	274	LFT	\$19.000	8,555.30	\$162,550.70	35.00	\$665.00	8,590.30	\$163,215.70
	CONDUIT, STEEL, GALVANIZED, 2 IN.								
2880	288	LFT	\$6.000	1,412.00	\$8,472.00	1,884.00	\$11,304.00	3,296.00	\$19,776.00
	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.								
2900	290	LFT	\$0.750	6,809.00	\$5,106.75	3,478.00	\$2,608.50	10,287.00	\$7,715.25
	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.								
2920	292	LFT	\$6.000	141.00	\$846.00	89.00	\$534.00	230.00	\$1,380.00
	LINE, THERMOPLASTIC, SOLID, WHITE, 24 IN.								
2950	295	LFT	\$1.000	8,042.00	\$8,042.00	158.00	\$158.00	8,200.00	\$8,200.00
	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.								
3520	105-09356	DOL	\$1.000	1,300,000.00	\$1,300,000.00	16,257.22	\$16,257.22	1,316,257.22	\$1,316,257.22
	COST ADJUSTMENT FOR CLAIM RESOLUTION								
<b>(33 Items)</b>			<b>Totals</b>		<b>\$3,274,707.37</b>		<b>\$338,328.74</b>		<b>\$3,613,036.11</b>

## New Items

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
<b>Section: 1 - 801-08400</b>					
3730	203-02000	CYS	1,145.00	\$85.870	\$98,321.15
	EXCAVATION, COMMON				
	Reason: Construction Change 8/Randall Drive Median				
3740	205-06933	EACH	114.00	\$107.920	\$12,302.88
	TEMPORARY INLET PROTECTION				
	Reason: Construction Change 8				
3750	604-06070	SYS	3,206.00	\$50.130	\$160,716.78
	SIDEWALK, CONCRETE				
	Reason: Construction Change 8				
3760	605-06125	LFT	3,376.00	\$24.840	\$83,859.84
	CURB, CONCRETE, MODIFIED				
	Reason: Construction Change 8/Randall Bypass Median				
3770	703-06029	LBS	1,117.00	\$4.170	\$4,657.89
	REINFORCING BARS, EPOXY COATED				
	Reason: Construction Change 8				
3780	502-08204	SYS	524.00	\$128.750	\$67,465.00
	PCCP, 12.5 IN				
	Reason: Construction Change 8/Randall Bypass Median				
3790	506-06333	SYS	12.00	\$314.000	\$3,768.00
	PCCP PATCHING, FULL DEPTH				
	Reason: Construction Change 8				
3800	604-92237	LFT	135.00	\$116.320	\$15,703.20
	HAND RAIL, STEEL				
	Reason: Construction Change 8				
3810	604-92237	LFT	136.00	\$82.150	\$11,172.40
	HAND RAIL, STEEL				
	Reason: REMOVE AND RESET, Construction Change 8				
3820	605-06120	LFT	337.00	\$62.370	\$21,018.69
	CURB, CONCRETE				
	Reason: CARMEL CREEK BRIDGE, Construction Change 8				
3830	702-51863	EACH	485.00	\$21.530	\$10,442.05
	FIELD DRILLED HOLE IN CONCRETE				
	Reason: Construction Change 8				
3840	715-46020	EACH	1.00	\$2,192.570	\$2,192.57
	PIPE END SECTION, DIA 24"				
	Reason: Construction Change 8				
3850	720-07309	LFT	608.00	\$376.650	\$229,003.20
	TRENCH DRAIN				
	Reason: Construction Change 8				
3860	720-44000	EACH	4.00	\$659.230	\$2,636.92
	CASTING, ADJUST TO GRADE				
	Reason: Construction Change 8				
3870	720-45010	EACH	1.00	\$2,481.870	\$2,481.87
	INLET, A3				
	Reason: Construction Change 8				

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
3880	720-45260 PIPE CATCH BASIN, 12 IN Reason: Construction Change 8	EACH	1.00	\$2,450.630	\$2,450.63
3890	805-02150 PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN Reason: Construction Change 8	EACH	2.00	\$958.350	\$1,916.70
3900	805-02645 SIGNAL PEDESTAL FOUNDATION, A Reason: Construction Change 8	EACH	3.00	\$1,131.070	\$3,393.21
3910	805-04133 SIGNAL POLE, PEDESTAL, 12FT Reason: Construction Change 8	EACH	1.00	\$1,124.290	\$1,124.29
3920	805-05405 SIGNAL POLE, PEDESTAL, 4FT Reason: Construction Change 8	EACH	2.00	\$706.580	\$1,413.16
3930	805-92504 LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL Reason: Construction Change 8	EACH	1.00	\$325.160	\$325.16
3940	805-11799 RECTANGULAR RAPID FLASHING BEACON Reason: Construction Change 8	EACH	1.00	\$7,973.750	\$7,973.75
3950	805-11817 PEDESTRIAN PUSH BUTTON, APS Reason: Construction Change 8	EACH	2.00	\$1,129.920	\$2,259.84
3960	805-78480 SIGNAL CABLE, CONTROL, COPPER 3C/14GA Reason: Construction Change 8	LFT	418.00	\$2.270	\$948.86
3970	805-78485 SIGNAL CABLE, CONTROL, COPPER 5C/14GA Reason: Construction Change 8	LFT	594.00	\$2.490	\$1,479.06
3980	807-02780 LUMINAIRE, MAST ARM, 8 FT Reason: Construction Change 8	EACH	2.00	\$1,859.870	\$3,719.74
3990	807-11970 LUMINAIRE, ROADWAY, LED, 200 WATT Reason: Construction Change 8	EACH	2.00	\$1,482.050	\$2,964.10
4000	807-86843 WIRE, NO 4 COPPER, 1/C Reason: Construction Change 8	LFT	1,188.00	\$4.170	\$4,953.96
4010	801-06775 MAINTAINING TRAFFIC Reason: Additional, Construction Change 8	LS	1.00	\$38,956.660	\$38,956.66
4020	110-01001 MOBILIZATION AND DEMOBILIZATION Reason: Construction Change 8	LS	1.00	\$53,434.870	\$53,434.87
4030	105-06845 CONSTRUCTION ENGINEERING Reason: Construction Change 8	LS	1.00	\$10,270.790	\$10,270.79

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount	
4040	605-06255 CENTER CURB, D CONCRETE Reason: Randail Bypass Median	SYS	45.00	\$256.020	\$11,520.90	
(32 Items)					Total:	+5874,848.12

Recommended for Processing:



Resident Project Representative

4/10/2020

Date



Contractor

6-9-2020

Date

Owner

Date

**Change Order No.14 – Construction Changes 8/13/14 and Randall Bypass Median**

**Existing Contract Pay Items:**

0018	Borrow	\$15.00	309.00	CYS	\$4,635.00	\$0.98	\$302.82
0023	Temporary Silt Fence	\$1.25	3,177.00	LFT	\$3,971.25	\$0.00	\$0.00
0028	Subgrade Treatment, Type II	\$14.75	12.00	SYS	\$177.00	\$0.59	\$7.08
0029	Subgrade Treatment, Type III	\$1.75	4,180.00	SYS	\$7,315.00	\$0.09	\$376.20
0033	Structure Backfill, Type I	\$0.01	281.00	CYS	\$2.81	\$0.45	\$126.45
0037	Compacted Aggregate No. 53 Base	\$18.00	1,446.00	TON	\$26,028.00	\$0.37	\$535.02
0043	HMA, 4, 76, Surface, 9.5mm	\$77.88	45.00	TON	\$3,504.60	\$12.96	\$583.20
0075	HMA for Sidewalk	\$79.44	684.00	TON	\$54,336.96	\$10.63	\$7,270.92
0078	Curb Ramp, Concrete (All Types)	\$151.72	678.00	SYS	\$102,866.16	\$5.71	\$3,871.38
0079	Detectable Warning Surfaces	\$174.28	101.00	SYS	\$17,602.28	\$5.32	\$537.32
0080	Hand Rail, Pedestrian	\$166.00	48.00	LFT	\$7,968.00	\$2.51	\$120.48
0086	Curb and Gutter, Combined, Type II	\$50.53	72.00	LFT	\$3,638.16	\$2.52	\$181.44
0099	Geotextiles	\$1.50	20.00	SYS	\$30.00	\$0.08	\$1.60
0100	Riprap, Revetment	\$28.00	10.00	TON	\$280.00	\$0.49	\$4.90
0105	Seed Mixture, U	\$5.25	246.00	LBS	\$1,291.50	\$0.00	\$0.00
0107	Mulching Material	\$350.00	3.00	Ton	\$1,050.00	\$0.00	\$0.00
0108	Water	\$1.00	8.00	kgal	\$8.00	\$0.00	\$0.00
0109	Topsoil	\$30.00	417.00	CYS	\$12,510.00	\$0.34	\$141.78
0110	Sodding, Nursery	\$3.50	2,954.00	SYS	\$10,339.00	\$0.00	\$0.00
0144	Pipe, Type 2, Circular, 12 IN.	\$39.00	25.00	LFT	\$975.00	\$2.03	\$50.75
0146	Pipe, Type 2, Circular, 18 IN.	\$46.00	634.00	LFT	\$29,164.00	\$2.39	\$1,515.26
0147	Pipe, Type 2, Circular, 24 IN.	\$54.00	77.00	LFT	\$4,158.00	\$2.82	\$217.14
0157	Video Inspection for Pipe	\$1.28	35.00	LFT	\$44.80	\$0.03	\$1.05
0177	Inlet, F7	\$2,000.00	3.00	EA	\$6,000.00	\$96.84	\$290.52
0230	Sign Post, Square Type 1 Reinforced Anchor Base	\$20.50	161.00	LFT	\$3,300.50	\$0.14	\$22.54
0240	Sign, Sheet, with Legend, 0.080 IN.	\$22.00	146.00	SFT	\$3,212.00	\$0.17	\$24.82
0253	Sign Ground Mounted Reset	\$171.00	14.00	EA	\$2,394.00	\$1.50	\$21.00
0274	Conduit, Steel, Galvanized, 2 IN.	\$19.00	35.00	LFT	\$665.00	\$1.53	\$53.55
0288	Trans. Mkg., Thermo, Crosswalk Line, White, 24 IN.	\$6.00	1,884.00	LFT	\$11,304.00	\$0.00	\$0.00
0290	Line, Thermoplastic, Solid, White, 4 IN.	\$0.75	3,478.00	LFT	\$2,608.50	\$0.00	\$0.00
0292	Line, Thermoplastic, Solid, White, 24 IN.	\$6.00	89.00	LFT	\$534.00	\$0.00	\$0.00
0295	Line, Multi-Component, Solid, White, 4 IN.	\$1.00	158.00	LFT	\$158.00	\$0.00	\$0.00
<b>Subtotal Existing Pay Items:</b>					<b>\$322,071.52</b>		

**Subtotal Escalation:**

**\$16,257.22**

**New Contract Pay Items:**

0373	Excavation, Common, Const. Change 8	\$85.87	1,145.00	CYS	\$98,321.15		
0374	Temporary Inlet Protection, Const. Change 8	\$107.92	114.00	EA	\$12,302.88		
0375	Sidewalk, Concrete, Const. Change 8	\$50.13	3,206.00	SYS	\$160,716.78		
0376	Curb, Concrete, Modified, Const. Change 8	\$24.84	3,376.00	LFT	\$83,859.84		
0377	Reinforcing Bars, Epoxy Coated, Const. Change 8	\$4.17	1,117.00	LBS	\$4,657.89		
0378	PCCP, 12.5 IN	\$128.75	524.00	SYS	\$67,465.00		
0379	PCCP Patching, Full Depth	\$314.00	12.00	SYS	\$3,768.00		
0380	Hand Rail, Steel	\$116.32	135.00	LFT	\$19,703.20		
0381	Hand Rail, Steel, Remove and Reset	\$82.15	135.00	TON	\$11,172.40		
0382	Curb, Concrete, Carmel Creek Bridge	\$62.37	337.00	LFT	\$21,018.69		
0383	Field Drilled Hole in Concrete	\$21.53	485.00	EA	\$10,442.05		
0384	Pipe End Section, Diameter 24 IN.	\$2,192.57	1.00	EA	\$2,192.57		
0385	Trench Drain	\$376.65	608.00	LFT	\$229,003.20		
0386	Castings, Adjust to Grade	\$659.23	4.00	EA	\$2,636.92		
0387	Inlet, A3	\$2,481.87	1.00	EA	\$2,481.87		
0388	Pipe Catch Basin, 12 IN.	\$2,450.63	1.00	EA	\$2,450.63		
0389	Pedestrian Signal Head, Countdown, 18 IN.	\$958.35	2.00	EA	\$1,916.70		
0390	Signal Pole Foundation, 24 IN. x 24 IN. x 36 IN.	\$1,331.07	3.00	EA	\$3,393.21		
0391	Signal Pole, Pedestal, 12 FT	\$1,124.29	1.00	EA	\$1,124.29		
0392	Signal Pole, Pedestal, 1 FT	\$705.68	2.00	EA	\$1,411.36		
0393	Loop Detector Delay Amplifier, 2 Channel	\$325.16	1.00	EA	\$325.16		
0394	Rectangular Rapid Flashing Beacon	\$7,973.75	1.00	EA	\$7,973.75		
0395	Pedestrian Push Button, APS	\$1,259.92	2.00	EA	\$2,519.84		
0396	Signal Cable, Control, Copper, 3C/14 Ga	\$2.27	418.00	LFT	\$948.86		
0397	Signal Cable, Control, Copper, 5C/14 Ga	\$2.49	594.00	LFT	\$1,479.06		
0398	Luminaire, Mast Arm, 8 FT	\$1,858.87	2.00	EA	\$3,717.74		
0399	Luminaire, Roadway, LED, 194 Watt	\$1,482.05	2.00	EA	\$2,964.10		
0400	Wire, No. 4 Copper, 1/C	\$4.17	1,188.00	LFT	\$4,953.96		
0401	Maintaining Traffic, Additional, Const. Change 8	\$38,956.66	1.00	LS	\$38,956.66		
0402	Mobilization and Demobilization, Const. Change 8	\$53,434.87	1.00	LS	\$53,434.87		
0403	Construction Engineering, Const. Change 8	\$10,270.79	1.00	LS	\$10,270.79		
0404	Concrete Center Curb, Type D, Randall Bypass	\$256.02	45.00	SYS	\$11,520.90		
<b>Subtotal New Pay Items:</b>					<b>\$874,848.12</b>		

**TOTAL for Change Order No.14 = \$1,213,176.86**



November 21, 2018

Mr. Chris Ogg  
Assistant City Engineer  
City of Carmel  
One Civil Square  
Carmel, IN 46032

**RE: 96<sup>th</sup> Street at Keystone Parkway – Construction Change No. 8  
Project No. 16-ENG-05**

Chris:

Attached is proposed Construction Change No. 8 for your review and approval. Once approved, please provide Construction Change No. 8 to Rieth Riley.

The changes are to revise the multi-use path on the north side of 96<sup>th</sup> street from Priority Way to Hazel Dell and add a sidewalk on the south side of 96<sup>th</sup> street from Priority Way to Gray Rd. Curb ramps, pavement markings and signage has been added for the multi-use path and sidewalk. Intersection improvements were made at the 96<sup>th</sup> Street and Martin Mariette entrance. Concrete curb and railing improvements have been made at the Carmel Creek Bridge along 96<sup>th</sup> Street.

Using Rieth Riley's bid prices, the estimated construction cost for Construction Change No. 8 is an increase of \$662,280.63.

Please contact me if there are questions or comments at 317-780-7178 or [ssstroebel@chacompanies.com](mailto:ssstroebel@chacompanies.com).

Sincerely,

**CHA Consulting, Inc.**

A handwritten signature in black ink that reads 'Samantha Stroebel'. The signature is written in a cursive, flowing style.

Samantha J. Stroebel, P.E.

Attachments:

- Construction Change No. 8 Response to Comments
- Construction Change No. 8 Cost Estimate
- Construction Change No. 8 Technical Specification
- Construction Change No. 8 Revised Roadway Plans



October 11<sup>th</sup>, 2019

Mr. Chris Ogg  
Assistant City Engineer  
City of Carmel  
One Civil Square  
Carmel, IN 46032

**RE: 96<sup>th</sup> Street at Keystone Parkway – Construction Change No. 13  
Project No. 16-ENG-05**

Chris:

Attached is proposed Construction Change No. 13 for your review and approval. Once approved, please provide Construction Change No. 13 to Rieth Riley.

The changes are to adjust the width of the trench drain under the multi-use path on the north side of 96th street from Priority Way to Hazel Dell and sidewalk on the south side of 96th street from Priority Way to Gray Rd. The width of the trench drain has changed from 3' wide to 2' wide and additional trench drains have been added.

Using Rieth Riley's bid prices, the estimated construction cost for Construction Change No. 13 is an increase of \$40,623.25.

Please contact me if there are questions or comments at 317-780-7178 or [ssstroebel@chacompanies.com](mailto:ssstroebel@chacompanies.com).

Sincerely,

**CHA Consulting, Inc.**

A handwritten signature in black ink that reads "Samantha Stroebel". The signature is written in a cursive, flowing style.

Samantha J. Stroebel, P.E.

Attachments:

- Construction Change No. 13 Cost Estimate
- Construction Change No. 13 Revised Roadway Plans



April 29th, 2020

Mr. Chris Ogg  
Assistant City Engineer  
City of Carmel  
One Civil Square  
Carmel, IN 46032

**RE: 96<sup>th</sup> Street at Keystone Parkway – Construction Change No. 14  
Project No. 16-ENG-05**

Chris:

Attached is proposed Construction Change No. 14 for your review and approval. Once approved, please provide Construction Change No. 14 to Rieth Riley.

The changes are to add temporary erosion control to the multi-use path on the north side of 96th street from Priority Way to Hazel Dell and sidewalk on the south side of 96th street from Priority Way to Gray Rd.

Using Rieth Riley's bid prices, the estimated construction cost for Construction Change No. 14 is an increase of \$10,811.25.

Please contact me if there are questions or comments at 317-780-7178 or [ssstroebel@chacompanies.com](mailto:ssstroebel@chacompanies.com).

Sincerely,

**CHA Consulting, Inc.**

A handwritten signature in black ink that reads 'Samantha Stroebel'.

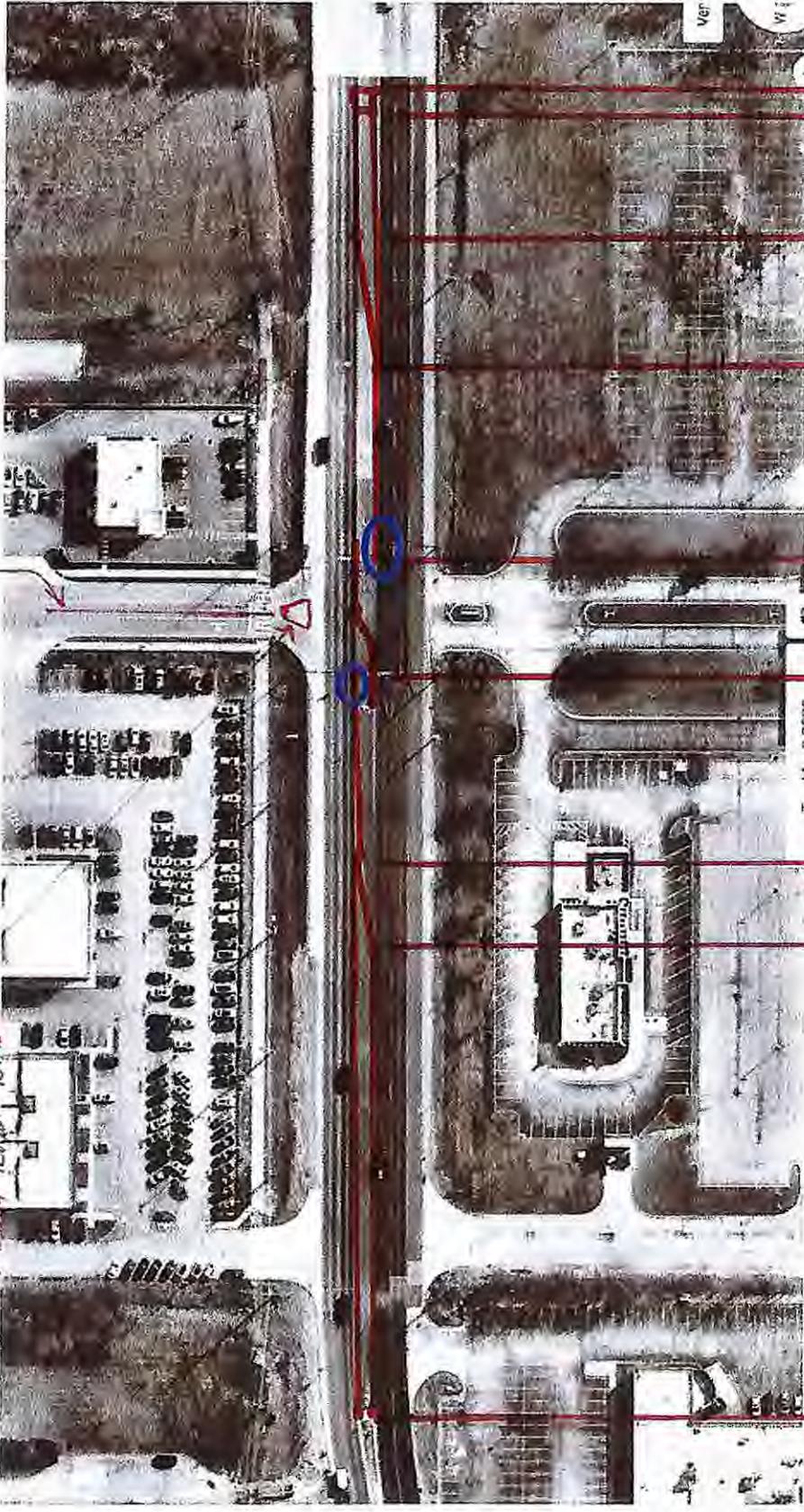
Samantha J. Stroebel, P.E.

Attachments:

- Construction Change No. 14 Cost Estimate
- Construction Change No. 14 Revised Roadway Plans

Raised rolled curb  
similar to the private road  
on Great Royal Road

Restripe with single yellow solid line.



Remove Sloped  
Curb

300'  
6" tall Standoff curb  
& Sudding

100'  
Taper

140'  
~~145'~~  
12" median  
curb

85'  
Gap

145'  
~~145'~~  
12" median  
curb

100'  
Taper

90'  
6" tall  
Sudding

6'-6"  
Sloped curb

# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

May 5<sup>th</sup>, 2020

Tim Conarro  
 Project Engineer  
 American Structurepoint Inc.  
 7260 Shadeland Station  
 Indianapolis, IN 46256

Sent Via Email: TConarro@structurepoint.com

**Contract: 16-ENG-05,96<sup>th</sup> St. and Keystone Parkway**

**RE: Construction Change No.8 and Randall Dr. Proposal**

Tim,

The following is the proposal pricing for construction change no. 8 and 96<sup>th</sup>/Randall Dr. median.  
 The proposal pricing is based on the construction change documents that were provided.

**Total = \$1,205,086.95**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
17	Excavation, Common	1145	CYS	\$ 85.87	\$ 98,321.85
18	Borrow	309	CYS	\$ 15.98	\$ 4,937.82
21	Temporary Inlet Protection	114	EACH	\$ 107.92	\$ 12,303.34
23	Temporary Silt Fence	3177	LFT	\$ 1.25	\$ 3,971.25
28	Subgrade Treatment, Type II	12	SYS	\$ 15.34	\$ 184.08
29	Subgrade Treatment, Type III	4180.00	SYS	\$ 1.84	\$ 7,691.20
33	Structure Backfill, Type 1	281	CYS	\$ 0.46	\$ 129.26
37	Compacted Agg. No.53 Base	1446	TON	\$ 18.37	\$ 26,563.02
43	HMA, 4, 76, Surface, 9.5 mm	45	TON	\$ 90.84	\$ 4,087.80
75	HMA for Sidewalk	684	TON	\$ 90.07	\$ 61,607.88
76	Sidewalk, Concrete	3206	SYS	\$ 50.13	\$ 160,716.78
78	Curb Ramp, Concrete (All Types)	678	SYS	\$ 157.43	\$ 106,737.54
79	Detectable Warning Surfaces	101	SYS	\$ 179.60	\$ 18,139.60
82	Curb, Concrete, Modified	3376	LFT	\$ 24.84	\$ 83,859.84
86	Curb and Gutter, Combined, Type II	72	LFT	\$ 53.05	\$ 3,819.60
99	Geotextiles	20	SYS	\$ 1.58	\$ 31.60
100	Riprap, Revetment	10	TON	\$ 28.49	\$ 284.90
105	Seed Mixture U	246	LBS	\$ 5.25	\$ 1,291.50
107	Mulching Material	3	TON	\$ 350.00	\$ 1,050.00
108	Water	8	Kgal	\$ 1.00	\$ 8.00
109	Topsoil	417	CYS	\$ 30.34	\$ 12,651.78
110	Sodding, Nursery	2954	SYS	\$ 3.50	\$ 10,339.00
122	Install Reinforcing Steel	1117	LBS	\$ 4.17	\$ 4,659.76
144	Pipe, Type 2, Circular, 12 IN.	25	LFT	\$ 41.03	\$ 1,025.75
146	Pipe, Type 2, Circular, 18 IN.	634	LFT	\$ 48.39	\$ 30,679.26
147	Pipe, Type 2, Circular, 24 IN.	77	LFT	\$ 56.82	\$ 4,375.14
157	Video Inspection for Pipe	35	LFT	\$ 1.31	\$ 45.85
177	Inlet, F7	3	EACH	\$ 2,096.84	\$ 6,290.52
230	Sign Post, Square Type 1 Reinforced Anchor Base	161	LFT	\$ 20.64	\$ 3,323.04
240	Sign, Sheet with Legend, 0.080 IN.	146	SFT	\$ 22.17	\$ 3,236.82
253	Sign Ground Mounted Reset	14	EACH	\$ 172.50	\$ 2,415.00
274	Conduit, Steel, Galvanized, 2 IN.	35	LFT	\$ 20.53	\$ 718.55
288	Transverse Marking, Thermoplastic, Crosswalk Line, White, 24 IN.	1884	LFT	\$ 6.00	\$ 11,304.00
290	Line, Thermoplastic, Solid, White, 4 IN.	3478	LFT	\$ 0.75	\$ 2,608.50
292	Line, Thermoplastic, Solid, White, 24 IN.	89	LFT	\$ 6.00	\$ 534.00
295	Line, Component, Solid, White, 4 IN.	158	LFT	\$ 1.00	\$ 158.00
338	PCCP, 12.5 IN.	524	SYS	\$ 128.75	\$ 67,465.00



# RIETH-RILEY CONSTRUCTION Co., Inc.

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339	PCCP Patching, Full Depth	12	SYS	\$	314.00	\$	3,768.03	
340	Hand Rail, Steel	135	LFT	\$	116.32	\$	15,703.82	
341	Hand Rail, Steel, Remove and Reset	136	LFT	\$	82.15	\$	11,171.79	
342	Curb, Concrete, Camel Creek Bridge	337	LFT	\$	62.37	\$	21,019.00	
343	Field Drilled Hole in Concrete	485	EA	\$	21.53	\$	10,440.67	
344	Pipe End Section, Diameter 24 IN.	1	EA	\$	2,192.57	\$	2,192.57	
345	Trench Drain	608	LFT	\$	376.65	\$	229,003.45	
346	Casting, Adjust to Grade (EX. STRS)	4	EA	\$	659.23	\$	2,636.91	
347	Inlet, A3	1	EA	\$	2,481.87	\$	2,481.87	
348	Pipe Catch Basin, 12 IN.	1	EA	\$	2,450.63	\$	2,450.63	
349	Pedestrian Signal Head, Countdown, 18 IN.	2	EA	\$	958.35	\$	1,916.70	
350	Signal Pole Foundation 24 IN. X 24 IN. X 36 IN.	3	EA	\$	1,131.07	\$	3,393.21	
351	Signal Pole, Pedestal, 12FT	1	EA	\$	1,124.29	\$	1,124.29	
352	Signal Pole, Pedestal, 4FT	2	EA	\$	706.58	\$	1,413.16	
353	Loop Detector Delay Amplifier, 2 Channel	1	EA	\$	325.16	\$	325.16	
354	Rectangular Rapid Flashing Beacon	1	EA	\$	7,973.75	\$	7,973.75	
355	Pedestrian Push Button, APS	2	EA	\$	1,129.92	\$	2,259.84	
356	Signal Cable, Control, Copper, 3C/14 GA	418	LFT	\$	2.27	\$	948.22	
357	Signal Cable, Control, Copper, 5C/14 GA	594	LFT	\$	2.49	\$	1,477.89	
358	Luminaire, Mast Arm, 8FT	2	EA	\$	1,859.87	\$	3,719.73	
359	Luminaire Roadway LED 194 Watt	2	EA	\$	1,482.05	\$	2,964.10	
360	Wire, No. 4 Copper, 1/C	1188	LFT	\$	4.17	\$	4,952.11	
	Maintenance of Traffic (Additional)	1	LS	\$	38,956.66	\$	38,956.66	
	Mobilization	1	LS	\$	53,434.87	\$	53,434.87	
	Construction Engineering	1	LS	\$	10,270.79	\$	10,270.79	
	Concrete Center Curb, Type D (Randall Dr.)	45	SYS	\$	256.02	\$	11,520.90	
<b>TOTAL</b>							<b>\$</b>	<b>1,205,086.95</b>

\*Quantities are approximate and may vary.

## EXCLUSIONS/INCLUSIONS:

- Pricing is based on closing the curb lane on 96<sup>th</sup> St. eastbound and westbound for 60 days. Maintaining one lane of traffic in each direction.
- Proposal includes construction change no. 8, 13, 14 and 96<sup>th</sup> St./Randall Dr. median.
- Randall Dr. items and quantities included in this proposal are based on sketch provided by Chris Ogg in 4/27/20 email.
- Lane Closures on 96<sup>th</sup> St. will be required for Randall Dr. work; cost is included in proposal.

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*

Tyler Joseph

Project Manager

Rieth-Riley Construction Co., Inc.

Cc: Eric Holmes

Mike Ruth

Chris Ogg

Nicole Klass



## Conarroe, Tim

---

**From:** Ogg, Chris <cogg@carmel.in.gov>  
**Sent:** Wednesday, May 13, 2020 9:05 AM  
**To:** Conarroe, Tim  
**Cc:** Klass, Nicole  
**Subject:** RE: Construction Change No.8 & Randall Dr. Proposal

Tim,

Let's move forward with this. If you can get me the CO by this afternoon, I can probably get this on the 5/20 BPW; if not, then it will be on the 6/3 agenda.

Thanks.

### Chris Ogg, PE

Assistant City Engineer  
Carmel Engineering Department  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

**From:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Sent:** Tuesday, May 12, 2020 3:27 PM  
**To:** Ogg, Chris <cogg@carmel.in.gov>  
**Cc:** Klass, Nicole <nklass@structurepoint.com>  
**Subject:** FW: Construction Change No.8 & Randall Dr. Proposal

**\*\*\*\* This is an EXTERNAL email. Please exercise caution and Do Not open attachments or click links from unknown senders or unexpected email. \*\*\*\***

Chris,

With the addition of the Erosion Control Items (Const. Change 14) and the median work at 96<sup>th</sup> Street/Randall Bypass, the total cost of the proposal has increased by \$119,387.42 to a **Total Cost of \$1,205,086.95**.

The items that I flagged during my initial review are all higher in price due to lower production, need to use smaller equipment, low quantity, hand work and so on. Based on the explanation from Rieth-Riley (below) regarding the reason for some of the higher than normal unit prices, I would say that this is probably the best we are going to do. I don't see anything else that sticks out as being obviously out of line. If you and Jeremy are OK moving forward with the \$1.2 Million, I will let Tyler know that they can proceed and I will begin work on the Change Order document.

**Rieth-Riley 4/21/2020 -- As discussed today, Rieth-Riley will not be providing backup documentation on the below referenced items. In general, the unit prices for the below referenced items are higher than the contract unit prices because the scope of work is much different from the original contract.**

Timothy P. Conarro, PE  
Project Engineer, Construction Solutions

**From:** Tyler Joseph <tjoseph@rieth-riley.com>  
**Sent:** Friday, May 8, 2020 4:04 PM  
**To:** Conarro, Tim <TConarro@structurepoint.com>  
**Cc:** Chris Ogg <cogg@carmel.in.gov>; Klass, Nicole <nklass@structurepoint.com>; Eric Holmes <eholmes@rieth-riley.com>; Mike Ruth <mruth@rieth-riley.com>  
**Subject:** Construction Change No.8 & Randall Dr. Proposal

Tim,

Please see attached proposal. Let me know if you have any questions.

Thanks,



This e-mail and any attachments thereto, are intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

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# Memo

**To:** Doug Haney, Corporation Counsel  
**From:** Lisa Scott  
**CC:** Jeremy Kashman  
**Date:** 06/10/20  
**Re:** C.O. #14 - 96<sup>th</sup> Street and Keystone Parkway Project #16-ENG-05

---

Doug, please find attached 1 original of same change order for project #16-ENG-05 96<sup>th</sup> & Keystone Parkway. Please review & initial for the next BPW Meeting.

Change Order #14- Original Contract Amount: \$28,793,000.00 Increase: \$1,213,176.88 New Contract Amount \$31,976,342.03

Thank you,

Lisa Scott

# City of Carmel Project 16-ENG-05 96th Street and Keystone Parkway

## CHANGE ORDER # 13

The purpose of this change order is to address additional costs to the contract due to lane closures required for 2020 construction activities, additional overhead/supervision costs for 2020 construction, and additional costs to Thomas Industrial Coatings for work in 2020. Also included in this change order is the Time Extension extending the Substantial and Final Completion dates into 2020. See the attachments for more information.

Contract Price prior to this Change Order \$30,546,245.92

---

Contract Price will be increased/decreased by this Change Order \$216,919.25

---

New Contract Price including this Change Order \$30,763,165.17

---

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$28,793,000.00	\$28,793,000.00	N/A
CO 01	\$25,843.67	\$28,818,843.67	0.09%
CO 02	\$3,481.80	\$28,822,325.47	0.10%
CO 03	\$0.00	\$28,822,325.47	0.10%
CO 04	\$46,996.32	\$28,869,321.79	0.27%
CO 05	(\$172,023.87)	\$28,697,297.92	-0.33%
CO 06	\$68,110.98	\$28,765,408.90	-0.10%
CO 07	\$164,830.51	\$28,930,239.41	0.48%
CO 08	\$1,300,000.00	\$30,230,239.41	4.99%
CO 09	\$235,881.10	\$30,466,120.51	5.81%
CO 10	\$251,434.21	\$30,717,554.72	6.68%
CO 11	(\$404,170.92)	\$30,313,383.80	5.28%
CO 12	\$232,862.12	\$30,546,245.92	6.09%
CO 13	\$216,919.25	\$30,763,165.17	6.84%

TO: CITY OF CARMEL  
 CONTRACT CHANGE ORDER NO.: 13  
 DATE: 4/30/2020  
 PROJECT NAME: 16-ENG-05  
 CITY REQ. NO.: \_\_\_\_\_  
 CITY PO NO.: \_\_\_\_\_  
 CITY PO DATE: \_\_\_\_\_

I. You are directed to make the following changes in this Contract:  
 The purpose of this change order is to address additional costs to the contract due to lane closures required for 2020 construction activities, additional overhead/supervision costs for 2020 construction, and additional costs to Thomas Industrial Coatings for work in 2020. Also included in this change order is the Time Extension extending the Substantial and Final Completion dates into 2020. See the attachments for more information.

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
*See the attachment	\$216,919.25	(+) 461 DAYS

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: \_\_\_\_\_ W.D.C. No.: \_\_\_\_\_  
 Other: \_\_\_\_\_

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order	\$	<u>30,546,245.92</u>
Contract Price will be increased/decreased by this Change Order	\$	<u>216,919.25</u>
New Contract Price including this Change Order	\$	<u>30,763,165.17</u>
Contract Time Prior to this Change Order	Days	<u>5/31/2019</u> Completion Date
Net increased/decreased resulting from this Change Order	Days	<u>461</u> Days
Current Contract Time including this Change Order	Days	<u>9/3/2020</u> Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended	The Above Changes Are Accepted:	Approved:
<u>American Structurepoint Inc.</u> ENGINEER	<u>Rieth-Riley Construction Co, Inc</u> CONTRACTOR	<u>James Brainard, Mayor</u>
<u>9025 River Road, Suite 200</u> Address	<u>1751 W. Minnesota Street</u> Address	<u>Mary Ann Burke, Member</u>
<u>Indianapolis, IN 4626</u> City/State/Zip	<u>Indianapolis, IN 46221</u> City/State/Zip	<u>Lori Watson, Member</u>
By: <u>Timothy P. Conroy, PE</u> <small>008337211-1-11-11 01/24/2018 10:00 AM 01/24/2018 10:00 AM 01/24/2018 10:00 AM</small>	By: <u>[Signature]</u>	<u>Jeremy Kashman, PE, City Engineer</u>
Phone: <u>(317) 401-0263</u>	Phone: <u>(317) 518-2500</u>	ATTEST: <u>Sue Wolfgang, Clerk</u>
Date: _____	Date: <u>5-6-2020</u>	Date: _____



# American Structurepoint, Inc.

## Change Order Details

### 96th Street and Keystone Parkway

**Description:** 16-ENG-05  
 Construction of a roundabout interchange at the intersection of 96th Street and Keystone Parkway, including the reconstruction of Keystone Parkway from I-465 to 98th Street, and reconstruction of 96th Street from Haverstick Road to Enterprise Drive. The Project includes new construction of a twospan bridge over 96th Street.

**Change Order:** 13 **Date Created:** 04/30/2020

**Status:** Pending Approval **Date Approved:**

**Type:**

**Summary:** 2020 Additional Costs

**Change Order Description:** In March of 2020, Rieth-Riley requested compensation for lane closures required to complete remaining work on Keystone Parkway and 96th Street. This additional maintenance of traffic (MOT) would cover the costs for construction signs, channelizing devices, plus labor and equipment required to install and pick up the lane closures. Costs were submitted for both Single and Double lane closures. New pay items 369 and 370 will be created to cover the cost of this additional work.

Rieth-Riley has requested compensation for additional overhead/supervision costs for construction in 2020. They are claiming this additional cost as a result of multiple project delays, out of the Contractor's control, that has pushed the project completion well into the 2020 construction season. The costs claimed represent (1) Superintendent and (1) Project Manager during the time period from April 1, 2020 through August 3, 2020 (proposed substantial completion date). New pay item 371 will be created to cover these additional costs.

Thomas Industrial Coatings, subcontractor performing masonry coating and anti-graffiti coating, has requested compensation for increased material and labor costs to perform their work during the 2020 construction season. Per the original contract documents, this work would have been performed during the 2018 construction season. Thomas Industrial Coatings did not claim any escalation costs for the 2019 construction season. Based on these factors, City of Carmel has agreed to pay these additional costs incurred by Thomas Industrial Coatings. New pay item 372 will be created to cover these additional costs.

**Awarded Project Amount:** \$28,793,000.00

**Authorized Project Amount:** \$30,546,245.91

**Change Order Amount:** \$216,919.25

**Revised Project Amount:** \$30,763,165.16

## New Items

Line Number	Item	Unit	Pending Quantity	Unit Price	Dollar Amount
<b>Section: 1 - 801-08400</b>					
3690	CO-EACH	EACH	25.00	\$2,923.520	\$73,088.00
Change Order Item "EACH" 2020 Single Lane Closure					
3700	CO-EACH	EACH	4.00	\$4,158.570	\$16,634.28
Change Order Item "EACH" 2020 Double Lane Closure					
3710	105-09356	DOL	117,704.97	\$1.000	\$117,704.97
COST ADJUSTMENT FOR CLAIM RESOLUTION					
Reason: 2020 Supervision Overhead (Rieth-Riley)					
3720	105-09356	DOL	9,492.00	\$1.000	\$9,492.00
COST ADJUSTMENT FOR CLAIM RESOLUTION					
Reason: 2020 Escalation Costs (Thomas Industrial Coatings)					
<b>(4 Items)</b>				<b>Total:</b>	<b>+\$216,919.25</b>

## Time Limits

Type	Original Deadline	Authorized Deadline	Pending Extension	Pending Deadline
Completion Date	12/31/2018	12/31/2018	581 Days	08/03/2020
Substantial Completion				
Reason: ROW/Utility Delays				
Completion Date	05/31/2019	05/31/2019	461 Days	09/03/2020
Final Project Completion				
Reason: ROW/Utility Delays				
<b>(2 Time Limits)</b>				

Recommended for Processing:

Timothy P. Conarroe, PE

Digitally signed by Timothy P. Conarroe, PE  
DN: c=US, e=timconarroe@structurepoint.com, o="American Structurepoint, Inc."  
ou=Construction Solutions, cn="Timothy P. Conarroe, PE"  
Date: 2020.05.07 11:14:29-0400

**Resident Project Representative**

**Date**

*Debra* - RIETH RILEY CONSULTING CO., INC.

MAY 6<sup>th</sup> 2020

**Contractor**

**Date**

**Owner**

**Date**

# RIETH-RILEY CONSTRUCTION Co., Inc.

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March 9<sup>th</sup>, 2020

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarroe@structurepoint.com

**Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway**

**RE: 2020 Lane Closures Proposal REVISED (3.9.20)**

Tim,

The following proposal is for lane closures required to complete the remaining work on Keystone & 96<sup>th</sup> St. This includes the following: slotted drain installs, HMA surface, temp pavement removal, MSE/Pier/Railing coatings, HMA path, sidewalk, fine grading, seed/sod and permanent striping. The items shown in the summary include install and removal for **one** event only.

ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE
Single Lane Closure	1	EA	\$ 2,923.52
Double Lane Closure	1	EA	\$ 4,158.57

Not included in this proposal is any lane closures required for Construction Change No.8.

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 3/9/20 Work Performed: 2020 MOT  
 CONTRACT: 16-ENG-05 PROJECT: 96th & Keystone  
 FORCE ACCOUNT/EXTRA WORK FOR: Single Lane Closure for 96th St. and Keystone Work.

**LABOR 109.05 (b)(1)**

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN	4.00			4.00	\$37.80	\$151.20
LABORER	16.00			16.00	\$25.77	\$412.32
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER	4.00			4.00	\$29.96	\$119.84

TOTAL LABOR \$683.36 (2)

FICA 7.50 % x LINE (2) \$51.25 (3)

**FRINGES**

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$16.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	4.00	X	\$18.71	=	\$74.84
LABORER	16.00	X	\$15.86	=	\$253.76
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$18.71	=	\$0.00
TEAMSTER	4.00	X	\$15.62	=	\$62.48

TOTAL FRINGES \$391.08 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$39.09 (5)

BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$39.63 (6)

STATE UNEMPLOYMENT 3.85 % x LINE (2) \$26.31 (7)

FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$2.73 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)

TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$1,233.46 (10)

20 % x LINE (10) \$246.69 (11)

GRAND TOTAL LABOR LINES (10) + (11) \$1,480.15 (12)

3/9/2020

2020 MOT

**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
P	Sign Rental	4.00	EA	\$ 25.00	\$ 100.00
P	Grabber Cone Rental	300.00	EA	\$ 3.00	\$ 900.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED \$1,000.00 (18)

MATERIALS MANUFACTURED \$0.00 (19)

TOTAL LINE (18) + (19) \$1,000.00 (20)

12 % x LINE (20) \$120.00 (21)

GRAND TOTAL FOR MATERIALS LINE (20) + (21) \$1,120.00 (22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
	3/4 Ton Pickup Truck	\$28.14	4.00	\$112.56
	Barrel Truck (F-650)	\$32.04	4.00	\$128.16
	Barrel Trailer	\$4.20	4.00	\$16.80
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT \$257.52 (23)

TOTAL TRUCKING \$0.00 (24)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)

TOTAL LINES (23) + (24) + (25) \$257.52 (26)

12 % x LINE (26) \$30.90 (27)

GRAND TOTAL FOR EQUIPMENT LINES (26) + (27) \$288.42 (28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT

TOTAL SUBCONTRACT WEEK ENDING \$0.00 (29)

10 % x LINE (30) \$3,000.00 OR LESS \$0.00 (31)

7 % x LINE (30) OVER \$3,000.00 \$0.00 (32)

GRAND TOTAL FOR SUBCONTRACTORS LINES (30) + (31) + (32) \$0.00 (33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (33) \$2,888.57 (34)

1.1 % OF BOND RATE BASED UPON LINE (34) \$31.77 (35)

10 % x LINE (35) \$3.18 (36)

TOTAL EXTRA WORK LINES (34) + (35) + (36) \$2,923.52 (37)

# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 3/9/20 Work Performed: 2020 MOT  
 CONTRACT: 16-ENG-05 PROJECT: 96th & Keystone  
 FORCE ACCOUNT/EXTRA WORK FOR: Double Lane Closure for 96th St. and Keystone Work.

**LABOR 109.05 (b)(1)**

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN	6.00			6.00	\$37.80	\$226.80
LABORER	24.00			24.00	\$25.77	\$618.48
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$46.80	\$0.00
TEAMSTER	6.00			6.00	\$29.96	\$179.76

TOTAL LABOR \$1,025.04 (2)  
 FICA 7.50 % x LINE (2) \$76.88 (3)

**FRINGES**

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$16.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	6.00	X	\$18.71	=	\$112.26
LABORER	24.00	X	\$15.86	=	\$380.64
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$18.71	=	\$0.00
TEAMSTER	6.00	X	\$15.62	=	\$93.72

TOTAL FRINGES \$586.62 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$58.63 (5)  
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$59.45 (6)  
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$39.46 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$4.10 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$1,850.19 (10)  
 20 % x LINE (10) \$370.04 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$2,220.22 (12)

3/9/2020

2020 MOT

**MATERIAL 109.05 (b)(3)**

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
P	Sign Rental	4.00	EA	\$ 25.00	\$ 100.00
P	Grabber Cone Rental	400.00	EA	\$ 3.00	\$ 1,200.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED \$1,300.00 (18)

MATERIALS MANUFACTURED \$0.00 (19)

TOTAL LINE (18) + (19) \$1,300.00 (20)

12 % x LINE (20) \$156.00 (21)

GRAND TOTAL FOR MATERIALS: LINE (20) + (21) \$1,456.00 (22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
	3/4 Ton Pickup Truck	\$28.14	6.00	\$168.84
	Barrel Truck (F-650)	\$32.04	6.00	\$192.24
	Barrel Trailer	\$4.20	6.00	\$25.20
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT \$386.28 (23)

TOTAL TRUCKING \$0.00 (24)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)

TOTAL LINES (23) + (24) + (25) \$386.28 (26)

12 % x LINE (26) \$46.35 (27)

GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27) \$432.63 (28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT

TOTAL SUBCONTRACT WEEK ENDING \$0.00 (29)

10 % x LINE (30) \$3,000.00 OR LESS \$0.00 (31)

7 % x LINE (30) OVER \$3,000.00 \$0.00 (32)

GRAND TOTAL FOR SUBCONTRACTORS LINES (30) + (31) + (32) \$0.00 (33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (28) & (33) \$4,108.86 (34)

1.1 % OF BOND RATE BASED UPON LINE (34) \$45.20 (35)

10 % x LINE (35) \$4.52 (36)

TOTAL EXTRA WORK LINES: (34) + (35) + (36) \$4,158.57 (37)

### 2020 Lane Closure Estimate

Location	Activity	QTY	Lane Closure Type
NB Keystone	HMA Surface	1	Double
NB Keystone	HMA Surface	1	Single
SB Keystone	HMA Surface	3	Single
SER	HMA Surface	1	Double
SER	HMA Surface	1	Single
SWR	HMA Surface	2	Single
NER	HMA Surface	2	Single
NWR	HMA Surface	2	Single
96th St. WB	HMA Surface/HMA Path	2	Single
96th St. EB	HMA Surface	2	Single
96th St. EB	Sidewalk	1	Single
NB Keystone	Rail Coatings	1	Single
SB Keystone	Rail Coatings	1	Single
NER	Rail Coatings	1	Single
NWR	Rail Coatings	1	Single
SER	Rail Coatings	1	Single
SWR	Rail Coatings	1	Single
SWR	Moment Slab/Railing	1	Single
Pier	Coatings	2	Single
<b>TOTAL</b>			

<b>\$/EA</b>	<b>Total</b>
\$ 4,158.57	\$ 4,158.57
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 8,770.56
\$ 4,158.57	\$ 4,158.57
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 5,847.04
\$ 2,923.52	\$ 5,847.04
\$ 2,923.52	\$ 5,847.04
\$ 2,923.52	\$ 5,847.04
\$ 2,923.52	\$ 5,847.04
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 2,923.52
\$ 2,923.52	\$ 5,847.04
	<b>\$ 81,405.14</b>

## Conarroe, Tim

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**From:** Ogg, Chris <cogg@carmel.in.gov>  
**Sent:** Monday, March 30, 2020 8:58 AM  
**To:** Conarroe, Tim; Klass, Nicole  
**Subject:** FW: 2020 Lane Closures Proposal  
**Attachments:** Tyler Joseph.vcf

Tim, go ahead and let them know their MOT proposal is approved. I'll get back with you regarding your proposed letter on their other requested up-charges.

Thanks.

### Chris Ogg, PE

Assistant City Engineer  
Carmel Engineering Department  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

 Please consider the environment before printing this e-mail

**From:** Tyler Joseph <tjoseph@rieth-riley.com>  
**Sent:** Monday, March 30, 2020 8:31 AM  
**To:** Conarroe, Tim <TConarroe@structurepoint.com>; nklass@structurepoint.com  
**Cc:** Ogg, Chris <cogg@carmel.in.gov>; Mike Ruth <mruth@rieth-riley.com>; Eric Holmes <eholmes@rieth-riley.com>; Dubyel, Joe <JDubyel@structurepoint.com>  
**Subject:** RE: 2020 Lane Closures Proposal

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Tim/Nicole,

Is everyone agreeable to the proposal pricing? Thomas Coating is planning to begin work next week and lane closures will be required for their operations.

**RIETH-RILEY CONSTRUCTION Co., Inc.**  
Tyler Joseph  
Project Manager

1751 W. Minnesota St.  
Indianapolis, IN 46221  
Fax: (317) 634-5561 EXT. 21214  
Mobile: (419) 966-4890  
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[www.rieth-riley.com](http://www.rieth-riley.com)



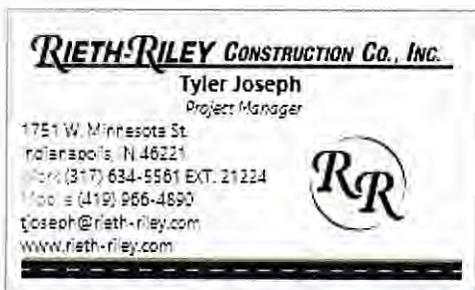
**From:** Tyler Joseph  
**Sent:** Wednesday, March 25, 2020 3:13 PM

**To:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
**Cc:** Chris Ogg <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>; Mike Ruth <[mruth@rieth-riley.com](mailto:mruth@rieth-riley.com)>; Eric Holmes <[eholmes@rieth-riley.com](mailto:eholmes@rieth-riley.com)>;  
[nklass@structurepoint.com](mailto:nklass@structurepoint.com); DUBYEL, Joe <[JDUBYEL@structurepoint.com](mailto:JDUBYEL@structurepoint.com)>  
**Subject:** RE: 2020 Lane Closures Proposal

Tim,

In your breakdown below, are you considering that there is a replacement cost for the devices in each setup and a rental for all the devices in each setup. These two components are representative of the cost values shown in the proposal. It appears that you are only considering the approximate replacement value and not accounting for rental of any of the devices.

Thanks,



**From:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
**Sent:** Wednesday, March 25, 2020 11:47 AM  
**To:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Cc:** Chris Ogg <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>; Mike Ruth <[mruth@rieth-riley.com](mailto:mruth@rieth-riley.com)>; Eric Holmes <[eholmes@rieth-riley.com](mailto:eholmes@rieth-riley.com)>;  
[nklass@structurepoint.com](mailto:nklass@structurepoint.com); DUBYEL, Joe <[JDUBYEL@structurepoint.com](mailto:JDUBYEL@structurepoint.com)>  
**Subject:** RE: 2020 Lane Closures Proposal

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Tyler,

This schedule of lane closures is helpful and takes much of the uncertainty out of the equation. I have one additional question...

If I did my math correctly, based on your schedule of planned lane closures, I believe that a rental cost of \$20/sign (versus \$25/sign) and \$2/cone (versus \$3/cone) would still allow for replacement cost of these devices based on the backup information from Gridlock that you provided. Would you be willing to consider this revision to the cost breakdown provided?

Thanks,

Timothy P. Conarroe, PE  
Project Engineer, Construction Solutions

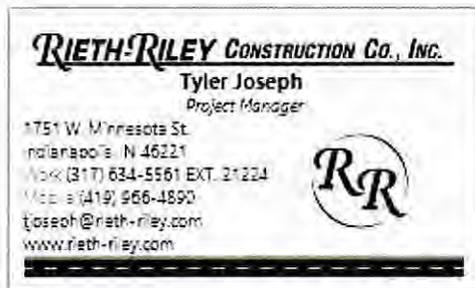
**From:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Sent:** Friday, March 20, 2020 10:19 AM  
**To:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
**Cc:** Chris Ogg <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>; Mike Ruth <[mruth@rieth-riley.com](mailto:mruth@rieth-riley.com)>; Eric Holmes <[eholmes@rieth-riley.com](mailto:eholmes@rieth-riley.com)>;  
Klass, Nicole <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>; Dubyel, Joe <[JDubyel@structurepoint.com](mailto:JDubyel@structurepoint.com)>  
**Subject:** RE: 2020 Lane Closures Proposal

Tim,

As discussed during the progress meeting on Tuesday, see attached lane closure summary. Rieth-Riley based this estimate on the condition that lane closures may stay in place for multiple days.

Also attached is the cost justification for the sign rental shown in the lane closure proposal. Gridlock's purchase price is for one setup only. Therefore, the proposed \$100 sign rental for each setup is very conservative considering we will have concurrent setups for 5 months.

Let me know if you have any questions.



**From:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Sent:** Friday, March 13, 2020 1:17 PM  
**To:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
**Cc:** Chris Ogg <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>; Mike Ruth <[mruth@rieth-riley.com](mailto:mruth@rieth-riley.com)>; Eric Holmes <[eholmes@rieth-riley.com](mailto:eholmes@rieth-riley.com)>;  
[nklass@structurepoint.com](mailto:nklass@structurepoint.com); Dubyel, Joe <[JDubyel@structurepoint.com](mailto:JDubyel@structurepoint.com)>  
**Subject:** Re: 2020 Lane Closures Proposal

Tim,

The proposal pricing shown in the summary is for each individual lane restriction.

Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: 419-966-4890

---

**From:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
**Sent:** Friday, March 13, 2020 11:05:26 AM  
**To:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Cc:** Chris Ogg <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>; Mike Ruth <[mruth@rieth-riley.com](mailto:mruth@rieth-riley.com)>; Eric Holmes <[eholmes@rieth-riley.com](mailto:eholmes@rieth-riley.com)>;  
[nklass@structurepoint.com](mailto:nklass@structurepoint.com) <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>; Dubyel, Joe <[JDubyel@structurepoint.com](mailto:JDubyel@structurepoint.com)>  
**Subject:** RE: 2020 Lane Closures Proposal

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Tyler,

For clarification, what is the exact definition of **ONE** event only? Does this mean per **EACH** individual lane restriction?

**Timothy P. Conarroe, PE**  
**Project Engineer, Construction Solutions**

**From:** Tyler Joseph <tjoseph@rieth-riley.com>  
**Sent:** Monday, March 9, 2020 10:04 AM  
**To:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Cc:** Chris Ogg <cogg@carmel.in.gov>; Mike Ruth <mruth@rieth-riley.com>; Eric Holmes <eholmes@rieth-riley.com>;  
Klass, Nicole <nklass@structurepoint.com>; DUBYEL, Joe <JDUBYEL@structurepoint.com>  
**Subject:** RE: 2020 Lane Closures Proposal

Tim,

See attached revised proposal. As requested, the arrow board has been removed with the understanding that this will be paid at the contract unit price.

Please let me know if you are agreeable to the revised proposal.

Thanks,



**From:** Tyler Joseph  
**Sent:** Wednesday, March 4, 2020 5:00 PM  
**To:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Cc:** Chris Ogg <cogg@carmel.in.gov>; Mike Ruth <mruth@rieth-riley.com>; Eric Holmes <eholmes@rieth-riley.com>;  
nkclass@structurepoint.com; DUBYEL, Joe <JDUBYEL@structurepoint.com>  
**Subject:** RE: 2020 Lane Closures Proposal

Tim,

See below in **RED**.

**From:** Conarro, Tim <[TConarro@structurepoint.com](mailto:TConarro@structurepoint.com)>  
**Sent:** Wednesday, March 4, 2020 12:06 PM  
**To:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Cc:** Chris Ogg <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>; Mike Ruth <[mruth@rieth-riley.com](mailto:mruth@rieth-riley.com)>; Eric Holmes <[eholmes@rieth-riley.com](mailto:eholmes@rieth-riley.com)>; [nklass@structurepoint.com](mailto:nklass@structurepoint.com); Dubyel, Joe <[JDubyel@structurepoint.com](mailto:JDubyel@structurepoint.com)>  
**Subject:** FW: 2020 Lane Closures Proposal

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Tyler,

I looked through the lane closure proposal that you submitted and have the following observations.....

- 1) I did not see any backup documentation to substantiate the rental prices that you quoted for the signs, cones, and arrow board. **These are internal rental rates. The cones are \$52.50/EA to purchase (see attached), \$3.00/EA covers rental/replacing damage cones.**
- 2) We have existing pay items for Construction Signs and Flashing Arrow Signs. We should be able to utilize these existing items for work in 2020. The character of the work has not changed since the project was bid. **See below.**
- 3) I agree that some additional MOT may be warranted, but feel that the costs submitted are excessive. My feeling is that any proposal for additional MOT should include Labor/Equipment (Setup and Removal) and rental of channelization devices (cones/barrels). Signs and Arrow Boards can be paid under existing items. **I am agreeable to paying the arrow board at the contract unit price. We are planning to use breakaway standards for these signs, so we elected to include this in the proposed lane closure items.**

**Timothy P. Conarro, PE**  
**Project Engineer, Construction Solutions**

**From:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Sent:** Wednesday, March 4, 2020 10:53 AM  
**To:** Conarro, Tim <[TConarro@structurepoint.com](mailto:TConarro@structurepoint.com)>  
**Cc:** Ogg, Chris <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>; Mike Ruth <[mruth@rieth-riley.com](mailto:mruth@rieth-riley.com)>; Eric Holmes <[eholmes@rieth-riley.com](mailto:eholmes@rieth-riley.com)>  
**Subject:** 2020 Lane Closures Proposal

Tim,

See attached. Let me know if you have any questions.



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# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

March 23<sup>rd</sup>, 2020

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: [TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)

**Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway**

**RE: 2020 Additional Supervision REVISED (3.23.20)**

Tim,

Rieth-Riley will be incurring additional overhead/supervision cost for construction in 2020. The additional cost is a result of multiple project delays that were outside of the contractor's control, therefore, extending the substantial completion date into Aug. of 2020. The cost breakdown shown in the "EWA" sheet is representative of a superintendent and a project manager starting April 1<sup>st</sup>, 2020 through August 3<sup>rd</sup>, 2020 (substantial completion).

ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE
2020 Supervision	1	LS	\$ 117,704.97

Please let me know if you have any questions.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 3/3/20 Work Performed: 2020 Additional Supervision  
 CONTRACT: 16-ENG-05 PROJECT: 96th & Keystone  
 FORCE ACCOUNT/EXTRA WORK FOR: 4 Months. 1 Superintendent (688 Hrs.), 1/2 Project Manager (344 Hrs.)

**LABOR 109.05 (b)(1)**

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER	1032.00			1032.00	\$46.80	\$48,297.60
TEAMSTER				0.00	\$29.96	\$0.00

TOTAL LABOR \_\_\_\_\_ \$48,297.60 (2)

FICA 7.50 % x LINE (2) \_\_\_\_\_ \$3,622.32 (3)

**FRINGES**

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$16.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	0.00	X	\$18.71	=	\$0.00
LABORER	0.00	X	\$15.86	=	\$0.00
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	1032.00	X	\$18.71	=	\$19,308.72
TEAMSTER	0.00	X	\$15.62	=	\$0.00

TOTAL FRINGES \_\_\_\_\_ \$19,308.72 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \_\_\_\_\_ \$2,762.62 (5)

BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \_\_\_\_\_ \$2,801.26 (6)

STATE UNEMPLOYMENT 3.85 % x LINE (2) \_\_\_\_\_ \$1,859.46 (7)

FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \_\_\_\_\_ \$193.19 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \_\_\_\_\_ \$0.00 (9)

TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \_\_\_\_\_ \$78,845.17 (10)

20 % x LINE (10) \_\_\_\_\_ \$15,769.03 (11)

GRAND TOTAL LABOR LINES (10) + (11) \_\_\_\_\_ \$94,614.21 (12)

2/17/2020

**MATERIAL 109.05 (b)(3)**

4 Months. 1 Superintendent (688 Hrs.), 1/2 Project Manager (344 Hrs.)

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

MATERIALS PURCHASED \$0.00 (18)

MATERIALS MANUFACTURED \$0.00 (19)

TOTAL LINE (18) + (19) \$0.00 (20)

12 % x LINE (20) \$0.00 (21)

GRAND TOTAL FOR MATERIALS: LINE (20) + (21) \$0.00 (22)

**EQUIPMENT 109.05 (b)(4)**

Equipment #	CONTRACTOR OWNED EQUIPMENT	1032	HOURS	EXTENSION
	3/4 Ton Pickup Truck	\$28.14	688.00	\$19,360.32
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Trucking - Straight Time	\$0.00		\$0.00
	Trucking - Over Time	\$0.00		\$0.00
	Trucking - Double Time	\$0.00		\$0.00

TOTAL EQUIPMENT \$19,360.32 (23)

TOTAL TRUCKING \$0.00 (24)

FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)

TOTAL LINES (23) + (24) + (25) \$19,360.32 (26)

12 % x LINE (26) \$2,323.24 (27)

GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27) \$21,683.56 (28)

**SUBCONTRACTORS 109.05 (b)(6)**

DESCRIPTION	AMOUNT
	\$0.00

TOTAL SUBCONTRACT WEEK ENDING \$0.00 (29)

10 % x LINE (30) \$3,000.00 OR LESS \$0.00 (31)

7 % x LINE (30) OVER \$3,000.00 \$0.00 (32)

GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32) \$0.00 (33)

**TOTAL OF WORK COMPLETED FOR THE WEEK**

TOTAL LINES (12), (17), (22), (26) & (33) \$116,297.76 (34)

1.1 % OF BOND RATE BASED UPON LINE (34) \$1,279.28 (35)

10 % x LINE (35) \$127.93 (36)

TOTAL EXTRA WORK LINES (34) + (35) + (36) \$117,704.97 (37)

## Klass, Nicole

---

**From:** Ogg, Chris <cogg@carmel.in.gov>  
**Sent:** Tuesday, April 21, 2020 3:20 PM  
**To:** Conarro, Tim  
**Cc:** Klass, Nicole; Tyler Joseph  
**Subject:** RE: Thomas Coatings 2020 Increases

Tim,

Go ahead and approve the overhead request and make a CO.

Thanks.

**Chris Ogg, PE**

Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

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**From:** Tyler Joseph <tjoseph@rieth-riley.com>  
**Sent:** Friday, April 17, 2020 10:09 AM  
**To:** Conarro, Tim <TConarro@structurepoint.com>; Ogg, Chris <cogg@carmel.in.gov>  
**Cc:** nklass@structurepoint.com  
**Subject:** RE: Thomas Coatings 2020 Increases

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Tim,

Thanks for the confirmation.

Chris,

Where do we stand with the 2020 additional overhead proposal? Based on last Friday's (4.10.20) discussion you were going to discuss with Jeremy and get back to us, have you had the chance to do so?

Thanks,



**From:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>  
**Sent:** Friday, April 17, 2020 9:34 AM  
**To:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>; Ogg, Chris <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>  
**Cc:** [nklass@structurepoint.com](mailto:nklass@structurepoint.com)  
**Subject:** RE: Thomas Coatings 2020 Increases

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Tyler,

I have reviewed the proposal from TIC for additional costs in 2020 and discussed with City of Carmel. We are in agreement with the amount described in the email below of **\$9492.00**. I will add this to a future Change Order.

Please let me know if you have any questions.

Thanks.

**Timothy P. Conarroe, PE**  
**Project Engineer, Construction Solutions**

**From:** Tyler Joseph <[tjoseph@rieth-riley.com](mailto:tjoseph@rieth-riley.com)>  
**Sent:** Wednesday, April 15, 2020 1:58 PM  
**To:** Conarroe, Tim <[TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)>; Ogg, Chris <[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)>  
**Cc:** Klass, Nicole <[nklass@structurepoint.com](mailto:nklass@structurepoint.com)>  
**Subject:** RE: Thomas Coatings 2020 Increases

Tim/Chris,

See below in **RED**.



**From:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Sent:** Tuesday, April 14, 2020 2:31 PM  
**To:** Tyler Joseph <tjoseph@rieth-riley.com>; Ogg, Chris <cogg@carmel.in.gov>  
**Cc:** nklass@structurepoint.com  
**Subject:** RE: Thomas Coatings 2020 Increases

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Tyler,

I'm going to need some backup documentation to verify these price increases.

- 1) I need some type of invoice showing the material costs at the time the project was bid (something showing their original quotes for materials). **TIC is only seeking compensation from the difference in the 1/19 quote to the 11/19 quote. Their material supplier is holding prices from the 11/19 quote.**
- 2) I need documentation showing how the difference in Labor Rate was calculated. **See attached painter wage document which details the \$1.10 increase.**

Thanks.

Timothy P. Conarroe, PE  
Project Engineer, Construction Solutions

**From:** Tyler Joseph <tjoseph@rieth-riley.com>  
**Sent:** Tuesday, April 14, 2020 1:36 PM  
**To:** Ogg, Chris <cogg@carmel.in.gov>  
**Cc:** Conarroe, Tim <TConarroe@structurepoint.com>; Klass, Nicole <nklass@structurepoint.com>  
**Subject:** Thomas Coatings 2020 Increases

Chris,

Per Fridays discussion, see below breakdown for our coating subcontractors increases:

**Materials increase:**

Concrete texture Coating: 550gallons x \$1.55/gal increase = \$852.50  
Anti-Graffiti Coatings: 700gallons x \$7.00/gal increase = \$4,900.00

**TOTAL material increase for 2020= \$5752.50**

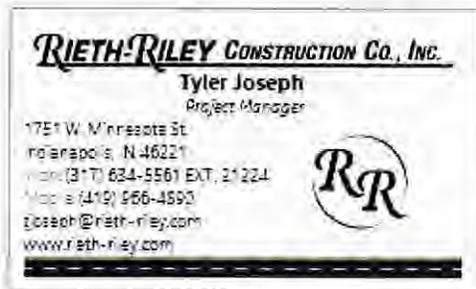
**Labor Increase:**

Masonry Coating: 1800hrs bid x \$1.10/hr increase = \$1980.00  
Anti-Graffiti: 1600hrs bid x \$1.10/hr increase = \$1760.00

**TOTAL labor increase on remaining work = \$3,740.00**

Total Thomas Coatings Increase: **\$9492.00**

Let me know if you have any questions.



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## Conarroe, Tim

---

**From:** Ogg, Chris <cogg@carmel.in.gov>  
**Sent:** Friday, April 17, 2020 8:56 AM  
**To:** Conarroe, Tim  
**Cc:** Klass, Nicole  
**Subject:** RE: Thomas Coatings 2020 Increases

Tim, go ahead and approve it. Thanks.

**Chris Ogg, PE**  
Assistant City Engineer  
[Carmel Engineering Department](#)  
One Civic Square  
Carmel IN, 46032  
O: 317.571.2436  
C: 317.945.7777  
[cogg@carmel.in.gov](mailto:cogg@carmel.in.gov)

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**From:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Sent:** Thursday, April 16, 2020 3:17 PM  
**To:** Ogg, Chris <cogg@carmel.in.gov>  
**Cc:** Klass, Nicole <nklass@structurepoint.com>  
**Subject:** FW: Thomas Coatings 2020 Increases

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Chris,

Based on the information received from Thomas Industrial Coatings and the answers to my questions below, I believe that the additional costs requested are reasonable. I also went back and looked at the 2019 Escalation numbers. TIC **did not** claim any escalation last year.

If you are in agreement, I will add this to a future Change Order.

**Timothy P. Conarroe, PE**  
**Project Engineer, Construction Solutions**

**From:** Tyler Joseph <tjoseph@rieth-riley.com>  
**Sent:** Wednesday, April 15, 2020 1:58 PM  
**To:** Conarroe, Tim <TConarroe@structurepoint.com>; Ogg, Chris <cogg@carmel.in.gov>  
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**Subject:** RE: Thomas Coatings 2020 Increases

Tim/Chris,

See below in **RED**.



**From:** Conarroe, Tim <TConarroe@structurepoint.com>  
**Sent:** Tuesday, April 14, 2020 2:31 PM  
**To:** Tyler Joseph <tjoseph@rieth-riley.com>; Ogg, Chris <cogg@carmel.in.gov>  
**Cc:** nklass@structurepoint.com  
**Subject:** RE: Thomas Coatings 2020 Increases

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Timothy P. Conarroe, PE  
Project Engineer, Construction Solutions

**From:** Tyler Joseph <tjoseph@rieth-riley.com>  
**Sent:** Tuesday, April 14, 2020 1:36 PM  
**To:** Ogg, Chris <cogg@carmel.in.gov>  
**Cc:** Conarroe, Tim <TConarroe@structurepoint.com>; Klass, Nicole <nklass@structurepoint.com>  
**Subject:** Thomas Coatings 2020 Increases

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**TOTAL material increase for 2020= \$5752.50**

**Labor Increase:**

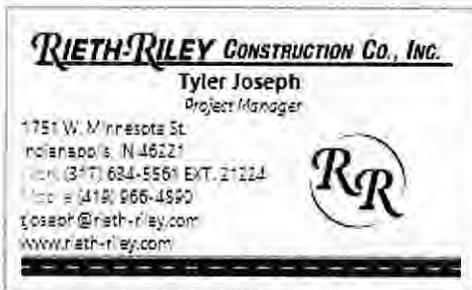
Masonry Coating: 1800hrs bid x \$1.10/hr increase = \$1980.00

Anti-Graffiti: 1600hrs bid x \$1.10/hr increase = \$1760.00

TOTAL labor increase on remaining work = \$3,740.00

Total Thomas Coatings Increase: \$9492.00

Let me know if you have any questions.



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**SHERWIN-WILLIAMS®**  
**Protective & Marine Coatings**

Thomas Industrial Coatings

January 8, 2019

Project: DOT Concrete Products

Thank you for the opportunity to quote these products for the above project. If you have any questions please call me anytime. Thank You Again!

Product Description	Part No.	Size	Qty	Price/Gallon	
H&C Concrete Solvent Based Sealer				\$27.50	
H&C Concrete Water Based Sealer				\$27.50	
Concrete Texture Coating Smooth	B97-160			\$17.45	
Concrete Texture Coating Fine	B97-155			\$17.45	
Concrete Texture Coating Medium	B97-170			\$17.45	
Concrete Texture Coating Coarse	B97-180			\$17.45	
DOT Acrylic Texture Coating	B42W801			\$17.45	
ProInd Anti-Graffiti Clear (non-sacrificial)	B97C150			\$92.00	
ProSoCo Siloxane PD (MoDot)	113-6092			\$35.00	
ProSoCo Blok Guard Graffiti Control II ( MoDot )	991-6404			\$39.00	
Weatherseal Siloxane WB Concentrate	122-5432			\$280.00 / 5	

**The Sherwin-Williams Company**

By: Mark Jelinek  
1608 S. Broadway  
St. Louis, Mo. 63104  
  
314-456-4101

**Terms of Sale**

Terms: SW Charge Account  
Quantity of Shipment: As Needed  
F.O.B. Location: Any Store  
Quotation Expires: 12-31-19



# International Union of Painters and Allied Trades District Council #58



940 California Ave. Collinsville, IL 62234  
Phone: (618) 345-6646 Fax: (618) 345-5962  
www.dc58iupat.net

August 19, 2019

**Gregg A. Smith**  
Business Manager  
Secretary Treasurer

Dear Contractor:

Representing the  
members of:

Enclosed is the updated wage allocation sheet effective September 1, 2019.

Local 32

Commercial and Industrial is \$1.10 increase

Local 85

H&W \$.25

Local 90

Pension \$.20

Local 115

Wages \$.65

Local 120

Residential is \$.90 increase

Local 124

H&W \$.25

Local 288

Pension \$.20

Local 363

Wages \$.45

Local 471

If you have any questions please do not hesitate to contact me at (314) 647-3327.

Local 513

Sincerely,

Local 774

Local 910

Local 1156

  
GREGG SMITH  
BUSINESS MANAGER  
SECRETARY TREASURER  
INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES  
DISTRICT COUNCIL #58

Local 1168

Local 1185

Local 1199

Local 1292

Local 1705

Local 2007

Local 2341

Enclosures

GS/rr



**District Council #58  
(St. Louis)  
COMMERCIAL AND INDUSTRIAL**

**Beginning 9/1/2019**

**JOURNEYMAN WAGE**

Journeyman Rate: \$33.54 + \$1.06 Vacation = \$34.60  
(see note below)

**FRINGES:**

Vacation: \$1.06 – added to check then subtracted and sent in on contribution form  
(see note below)

Welfare: \$7.06

Pension: \$7.66

A/J Training Fund: \$ .59

LMCF: \$ .10

(Labor Management Cooperation Fund)

Industry Fund \$ .23

Drywall (ONLY) \$ .26

Admin. Dues 4% of gross wage plus \$.05 per hour

**Commercial & Industrial**

Base Pay: \$33.54

Fringes: \$16.70

\$50.24

**Commercial Drywall**

Base Pay: \$33.54

Fringes: \$16.73

\$50.27

**Tool Pay**

\$2.00 per hour

**Overtime Rates for Journeyman:**

Time and one-half \$50.31

+ Vacation \$1.06

\$51.37

Double Time \$67.08

(Sundays & Holidays) \$1.06

\$68.14

**SHIFT RATES FOR JOURNEYMAN**

2nd Shift – 2:00 P.M - \$1.00

3<sup>rd</sup> Shift – 8:00 P.M - \$2.00

**APPRENTICE WAGES**

- (A1) (50%) 1<sup>ST</sup> Year Apprentice (1<sup>st</sup> 6 mo's) \$16.77 + \$1.06 Vacation = \$17.83 – No Pension
- (55%) 1<sup>st</sup> year Apprentice (2<sup>nd</sup> 6 mo's) \$18.45 + \$1.06 Vacation = \$19.51 - No Pension
- (A2) (60%) 2<sup>nd</sup> Year Apprentice (1<sup>st</sup> 6 mo's) \$20.12 + \$1.06 Vacation = \$21.18 – No Pension
- (65%) 2<sup>nd</sup> Year Apprentice (2<sup>nd</sup> 6 mo's) \$21.80 + \$1.06 Vacation = \$22.86 –No Pension
- (A3) (70%) 3<sup>rd</sup> Year Apprentice (1<sup>st</sup> 6 mo's) \$23.48 + \$1.06 Vacation = \$24.54 – All Fringes
- (75%) 3<sup>rd</sup> Year Apprentice (2<sup>nd</sup> 6 mo's) \$25.16 + \$1.06 Vacation = \$26.22 – All Fringes
- (A4) (80%) 4<sup>th</sup> Year Apprentice (1<sup>st</sup> 6 mo's) \$26.83 + \$1.06 Vacation = \$27.89 – All Fringes
- (90%) 4<sup>th</sup> Year Apprentice (2<sup>nd</sup> 6 mo's) \$30.19 + \$1.06 Vacation = \$31.25 – All Fringes

*NOTE: The employer shall add to the employee's base pay vacation amount mentioned above and after all Federal, State and City Taxes have been deducted from the gross wages of the employee, the vacation sum of \$1.06 shall be deducted and remitted to the Vacation fund per Section 39 of the Collective Bargaining Agreement.*

District Council #58

(St. Louis)

RESIDENTIAL

Beginning 9/1/2019

**JOURNEYMAN WAGE**

Journeyman Rate: \$32.74 + \$1.06 Vacation = \$33.80

(see note below)

FRINGES:

Vacation: \$1.06 – added to check then subtracted and sent in on contribution form (see note below)

Welfare: \$7.06

Pension: \$7.66

A/J Training Fund: \$ .59

LMCF: \$ .10

(Labor Management Cooperation Fund)

Industry Fund \$ .23

Drywall (ONLY) \$ .26

Admin. Dues 4% of gross wage plus \$.05 per hour

Residential

Base Pay: \$32.74

Fringes: \$16.70

\$49.44

Residential Drywall

Base Pay: \$32.74

Fringes: \$16.73

\$49.47

Tool Pay

\$2.00 per hour

**Overtime Rates for Journeyman:**

Time and one-half \$49.11

+ Vacation \$1.06

\$50.17

Double Time \$65.48

(Sundays & Holidays) \$1.06

\$66.54

SHIFT RATES FOR JOURNEYMAN

2nd Shift – 2:00 P.M - \$1.00

3<sup>rd</sup> Shift – 8:00 P.M - \$2.00

APPRENTICE WAGES

- (A1) (50%) 1<sup>ST</sup> Year Apprentice(1<sup>st</sup> 6 mo's) \$16.37 + \$1.06 Vacation = \$17.43 – No Pension  
(55%) 1<sup>st</sup> year Apprentice (2<sup>nd</sup> 6 mo's) \$18.07 + \$1.06 Vacation = \$19.07 - No Pension
- (A2) (60%) 2<sup>nd</sup> Year Apprentice (1<sup>st</sup> 6 mo's) \$19.64 + \$1.06 Vacation = \$20.70 – No Pension  
(65%) 2<sup>nd</sup> Year Apprentice (2<sup>nd</sup> 6 mo's) \$21.28 + \$1.06 Vacation = \$22.34 –No Pension
- (A3) (70%) 3<sup>rd</sup> Year Apprentice (1<sup>st</sup> 6 mo's) \$22.92 + \$1.06 Vacation = \$23.98 – All Fringes  
(75%) 3<sup>rd</sup> Year Apprentice (2<sup>nd</sup> 6 mo's) \$24.56 + \$1.06 Vacation = \$25.62 – All Fringes
- (A4) (80%) 4<sup>th</sup> Year Apprentice (1<sup>st</sup> 6 mo's) \$26.19 + \$1.06 Vacation = \$27.25 – All Fringes  
(90%) 4<sup>th</sup> Year Apprentice (2<sup>nd</sup> 6 mo's) \$29.47 + \$1.06 Vacation = \$30.53 – All Fringes

*NOTE: The employer shall add to the employee's base pay vacation amount mentioned above and after all Federal, State and City Taxes have been deducted from the gross wages of the employee, the vacation sum of \$1.06 shall be deducted and remitted to the Vacation fund per Section 39 of the Collective Bargaining Agreement.*

## TECHNICAL SPECIFICATIONS

### TS 1 GOVERNING DOCUMENTS

The applicable sections of the following documents shall apply except as modified elsewhere herein:

- 1) Indiana Department of Transportation (INDOT) Standard Drawings and Standard Specifications – Latest Edition.
- 2) INDOT Supplemental Specifications
- 3) City of Carmel - Standards for Construction of Required Improvements

Unless otherwise specified within the Contract Documents, whenever any specification, standard, reference material, manual or other similar document is incorporated by reference into any of the contract documents, it shall be deemed to be the latest edition of said item including any and all supplemental addendum, which was in effect on the date of the bid opening for this project.

### TS 2 COMPLETION DATES AND LIQUIDATED DAMAGES

Anticipated Notice to Proceed:	<b>July 14, 2017</b>
Substantial Completion:	<b>August 28, 2018</b>
96 <sup>th</sup> Street Restriction at Keystone Parkway:	<b>60 calendar days</b>
Final Project Completion:	<b>October 12, 2018</b>

The Substantial Project Completion Date for **Keystone Parkway from I-465 to 98<sup>th</sup> Street including the Bridge over 96<sup>th</sup> Street and ramps to 96<sup>th</sup> Street** is based on a Notice to Proceed by the OWNER given on or before **July 14, 2017** for the construction of Specified work. All road closures must meet the requirements of TS 13.

The **96<sup>th</sup> Street Restriction at Keystone Parkway** shall include only restrictions of through-traffic along 96<sup>th</sup> Street at Keystone Parkway. Detour route marker signs shall be in place prior to the restriction.

All contracts shall be calendar day contracts and shall include all days in the number of days provided for completion including weekend days and holidays, even if these days are identified as non-work days within the contract documents.

Substantial Completion is defined as set forth in Article 1 of the Standard General Conditions. Substantial Completion is further defined to include the completion of the HMA Surface and permanent pavement markings.

Liquidated damages of **\$10,000** per calendar day shall be assessed for every day beyond the agreed upon **Substantial Completion** date that the project does not meet the completion requirements.

Liquidated damages of **\$5,000** per calendar day shall be assessed for every day beyond the agreed upon **96<sup>th</sup> Street Restriction at Keystone Parkway** date that the project does not meet the completion requirements.

Liquidated damages of **\$5,000** per calendar day shall be assessed for every day beyond the agreed upon **Final Completion** date that the project does not meet the completion requirements.

Incentives, if available, shall be **\$5,000** per calendar day for every day prior to the **96<sup>th</sup> Street Restriction at Keystone Parkway** that the project meets the Completion requirements. This Incentive will be for no more than **30 days** in addition to being no more than **1%** of the contract bid price.

### **TS 3 HOLIDAYS WHEN WORK IS NOT PERMITTED**

The CONTRACTOR may not perform work on the following days unless requested and approved or permitted by the ENGINEER or OWNER:

- Sundays (unless otherwise approved by City Engineer)
- Saturdays in residential areas (check with City Engineer for pre-approval)
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

### **TS 4 WORK SCHEDULE SUBMITTAL**

The CONTRACTOR shall provide a critical path work schedule for the entire project with the Post-Bid documents. This schedule shall be submitted to and approved by the ENGINEER prior to the start of construction and shall be updated as necessary. No work will be allowed until this schedule is submitted and approved; however, the CONTRACTOR will not be granted any time extension due to this delay.

### **TS 5 CONSTRUCTION WORK HOURS**

The CONTRACTOR shall perform all construction activities between the hours of 7:00 A.M. and 7:00 P.M. unless receiving prior approval from the ENGINEER.

**REVISE INSTRUCTIONS TO BIDDERS, SECTION 1.5:**

1.5. The Unit Cost Schedule included as “Part 3” in Section 5.3.1 hereof is to be completed for the Project Bid. The construction completion time is shown in Technical Specification paragraph TS 2 and is as follows:

Project Start Date:	<b>July 14, 2017</b>
Substantial Completion:	<b><del>August 28, 2018</del> December 31, 2018</b>
96 <sup>th</sup> Street Restriction at Keystone Parkway:	<b>60 calendar days</b>
Final Project Completion:	<b><del>October 12, 2018</del> May 31, 2019</b>

**TS 2 COMPLETION DATES AND LIQUIDATED DAMAGES**

Anticipated Notice to Proceed:	<b>July 14, 2017</b>
Substantial Completion:	<b><del>August 28, 2018</del> December 31, 2018</b>
96 <sup>th</sup> Street Restriction at Keystone Parkway:	<b>60 calendar days</b>
Final Project Completion:	<b><del>October 12, 2018</del> May 31, 2019</b>

The Substantial Project Completion Date **applies to Keystone Parkway from I-465 to 98<sup>th</sup> Street, the Bridge over 96<sup>th</sup> Street, all ramps to 96<sup>th</sup> Street, all of 96<sup>th</sup> Street from Haverstick Road to Enterprise Drive, the Haverstick Road Roundabout, and all roadway paving** and is based on a Notice to Proceed by the OWNER given on or before **July 14, 2017** for the construction of Specified work. All road closures must meet the requirements of TS 13.

The **96<sup>th</sup> Street Restriction at Keystone Parkway** shall include only restrictions of through-traffic along 96<sup>th</sup> Street at Keystone Parkway. Detour route marker signs shall be in place prior to the restriction.

All contracts shall be calendar day contracts and shall include all days in the number of days provided for completion including weekend days and holidays, even if these days are identified as non-work days within the contract documents.

Substantial Completion is defined as set forth in Article 1 of the Standard General Conditions. Substantial Completion is further defined to include the completion of the HMA Surface and permanent pavement markings.

Liquidated damages of **\$10,000** per calendar day shall be assessed for every day beyond the agreed upon **Substantial Completion** date that the project does not meet the completion requirements.

Liquidated damages of **\$5,000** per calendar day shall be assessed for every day beyond the agreed upon **96<sup>th</sup> Street Restriction at Keystone Parkway** date that the project does not meet the completion requirements.

Liquidated damages of **\$5,000** per calendar day shall be assessed for every day beyond the agreed upon **Final Completion** date that the project does not meet the completion requirements.

Incentives, if available, shall be \$5,000 per calendar day for every day prior to the 96<sup>th</sup> Street Restriction at Keystone Parkway that the project meets the Completion requirements. This Incentive will be for no more than 30 days in addition to being no more than 1% of the contract bid price.

### TS 3 HOLIDAYS WHEN WORK IS NOT PERMITTED

The CONTRACTOR may ~~not~~ perform work on the following days with a 2 week advance written notice to the OWNER and ENGINEER ~~unless requested and approved or permitted by the ENGINEER or OWNER:~~

- Sundays ~~(unless otherwise approved by City Engineer)~~
- Saturdays ~~in residential areas (check with City Engineer for pre-approval)~~
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

### TS 5 CONSTRUCTION WORK HOURS

~~The CONTRACTOR shall perform all construction activities between the hours of 7:00 A.M. and 7:00 P.M. unless receiving prior approval from the ENGINEER.~~

The CONTRACTOR may perform construction activities outside the hours of 7:00 A.M. and 7:00 P.M. with a 2 week advance written notice to the OWNER and ENGINEER.

### TS 6 COOPERATION WITH UTILITIES

It shall be the CONTRACTOR'S responsibility to have all utilities located before construction in a particular area. The CONTRACTOR shall coordinate with all utilities in the adjustment of these facilities and in order to avoid damage to any facilities. Damage to any of the existing public utility facilities during the project caused by the CONTRACTOR'S operations or equipment, shall be repaired by the CONTRACTOR at no expense to the Contract. This includes sewer, water, gas, electric, telephone, cable, etc. and includes facilities within proposed storm sewer trenches. However, if any utilities are exposed and *must be* relocated for construction to continue, this work shall be performed by the utility, or the CONTRACTOR shall be reimbursed at an agreed upon price to perform such work. If the utility performs the work, the CONTRACTOR shall coordinate with the utility in order to expedite said work.

*The contractor's operations shall not impact the utilities' ability to access their existing facilities and area of relocation as described below and in the utility work plans.*

*The facilities of AT&T Indiana exist within the project limits. ~~The workplan for this utility will be received and approved prior to the bid.~~ The utility will be able to complete its involvement with the contract when the Contractor has completed ROW Staking ~~in the~~*

# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

April 10, 2019

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: [TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)

**Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway**

**RE: Extension of Contract Time and Recovery of Overhead Cost**

Tim,

Rieth-Riley is requesting a contract time extension on the above referenced project. Due to delays beyond Rieth-Riley's control, the substantial completion date specified in the contract (December 31, 2018) was not attainable. Therefore, Rieth-Riley is proposing the following:

- Intermediate Completion: December 31, 2019
- Substantial Completion: May 31, 2020
- Final Completion: July 1, 2020

In this case, the intermediate completion is defined as having the interchange operational per the contract plans by 12/31/19. All the above referenced dates are contingent upon IPL/AT&T being complete with their relocation by May 1, 2019 to allow for Phase 3 traffic switch.

As previously discussed, Rieth-Riley incurred unforeseen overhead costs because of the delay. I have attached the original "Additional Supervision Cost" proposal to be included in the Time Extension Change Order.

I have also attached the 2019 Construction Schedule and cover letter which correlates to the above referenced items.

Please let me know if you have any questions.

Thanks,



Tyler Joseph

Project Manager

Rieth-Riley Construction Co., Inc.

Cell: (419)-966-4890



# **RIETH-RILEY CONSTRUCTION Co., Inc.**

100% Quality • 100% Employee Owned • Over 100 Years

February 6<sup>th</sup>, 2019

Tim Conarroe

Area Supervisor, Construction Solutions      Sent Via Email: [TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)

American Structurepoint Inc.

7260 Shadeland Station

Indianapolis, IN 46256

**Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway**

**RE: 2019 Construction Schedule**

Tim,

The attached schedule is based upon IPL and AT&T being complete with their relocation no later than May 1<sup>st</sup>, 2019. The "IPL Conflict" activity on the schedule shows a couple additional weeks of relocation, because Rieth-Riley will need a couple weeks for any incidental items after IPL's relocation. If IPL/AT&T do not have everything relocated by May 1<sup>st</sup>, the traffic switch into Phase 3B will be delayed.

The following phases have been amended from the original contract phasing:

- **Phase 2: Intermediate MOT Phase:**
  - This phase was added to complete the pavement reconstruction at the far east end of the project on 96<sup>th</sup> St. This location is where the tapers are located for EB & WB 96<sup>th</sup> St. traffic from Priority Way. During this phase, traffic will be pushed to the outsides of 96<sup>th</sup> St.
  
- **Phase 3B:**
  - This work will consist of working on mainline Keystone, with Keystone traffic (NB & SB) on the ramps. Traffic on 96<sup>th</sup> St. will be pushed to the southside of 96<sup>th</sup> maintaining 1 lane of traffic in each direction. Through doing so, there will be 2 additional signals added on each side of Keystone. There will be additional traffic barrier added around the pier. This will allow Walls 1 & 2 to be constructed and the bridge to be substantially completed while maintaining through traffic on 96<sup>th</sup> St. Also, this will significantly decrease the closure period on 96<sup>th</sup> St.



# **RIETH-RILEY CONSTRUCTION Co., INC.**

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- **Phase 3A:**

- This phase will follow "Phase 3B" and consist of a 30-day closure of 96<sup>th</sup> St. During this period, the only traffic restriction will be on 96<sup>th</sup> St, the Keystone bridge will be open to traffic. 96<sup>th</sup> St. traffic will be pushed to the outsides and there will be no through traffic from EB 96<sup>th</sup> through keystone and vice versa (as shown on original MOT drawings) Also, any ramp traffic will not be able to go through the interchange on 96<sup>th</sup>.

As noted, Phase 3B will require 2 additional signals and some additional MOT. Rieth-Riley will send over pricing for this work.

Please let me know if you have any questions regarding this schedule.

Thanks,



Tyler Joseph

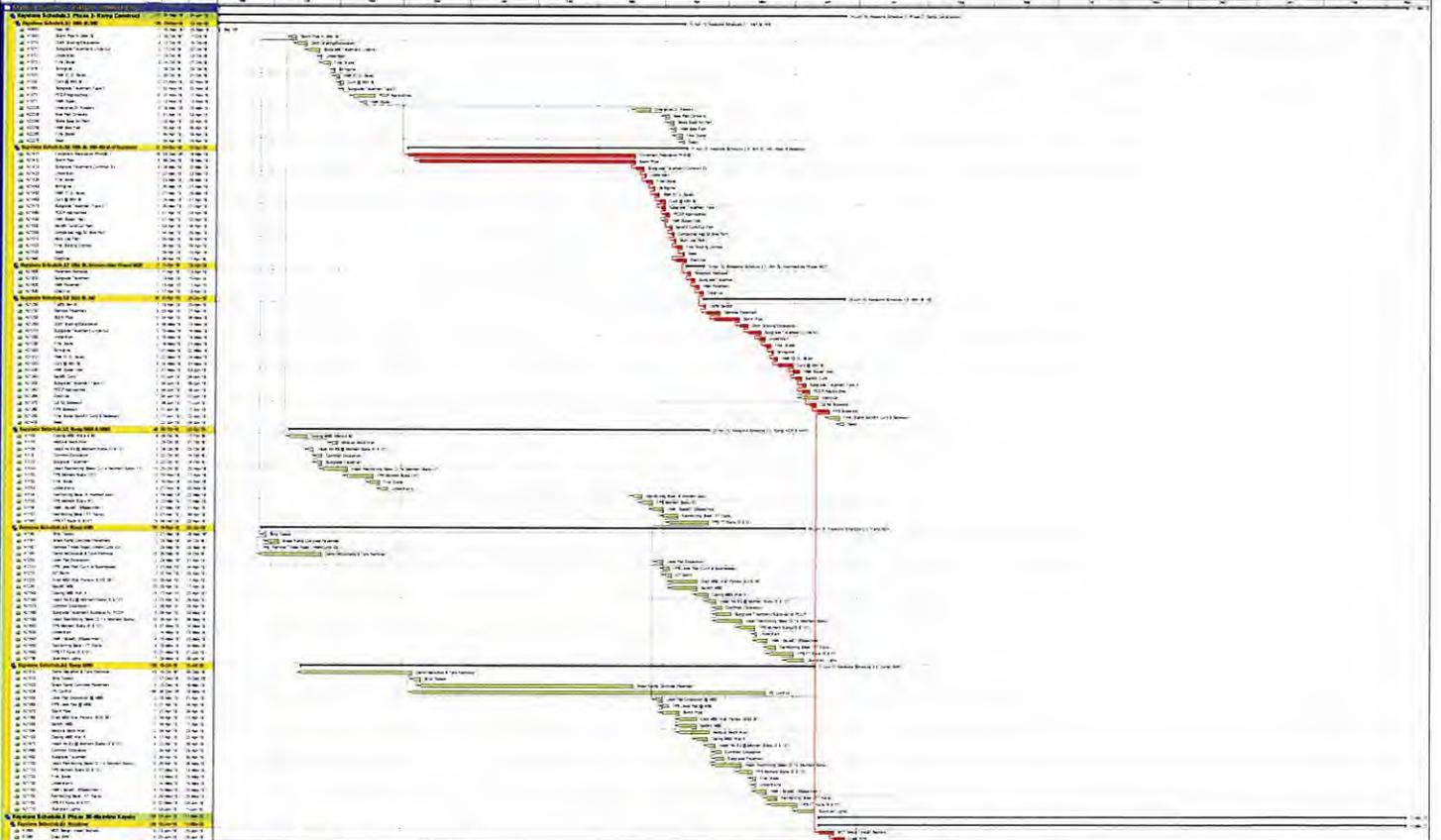
Project Manager

Rieth-Riley Construction Co., Inc.

Cell: (419)-966-4890

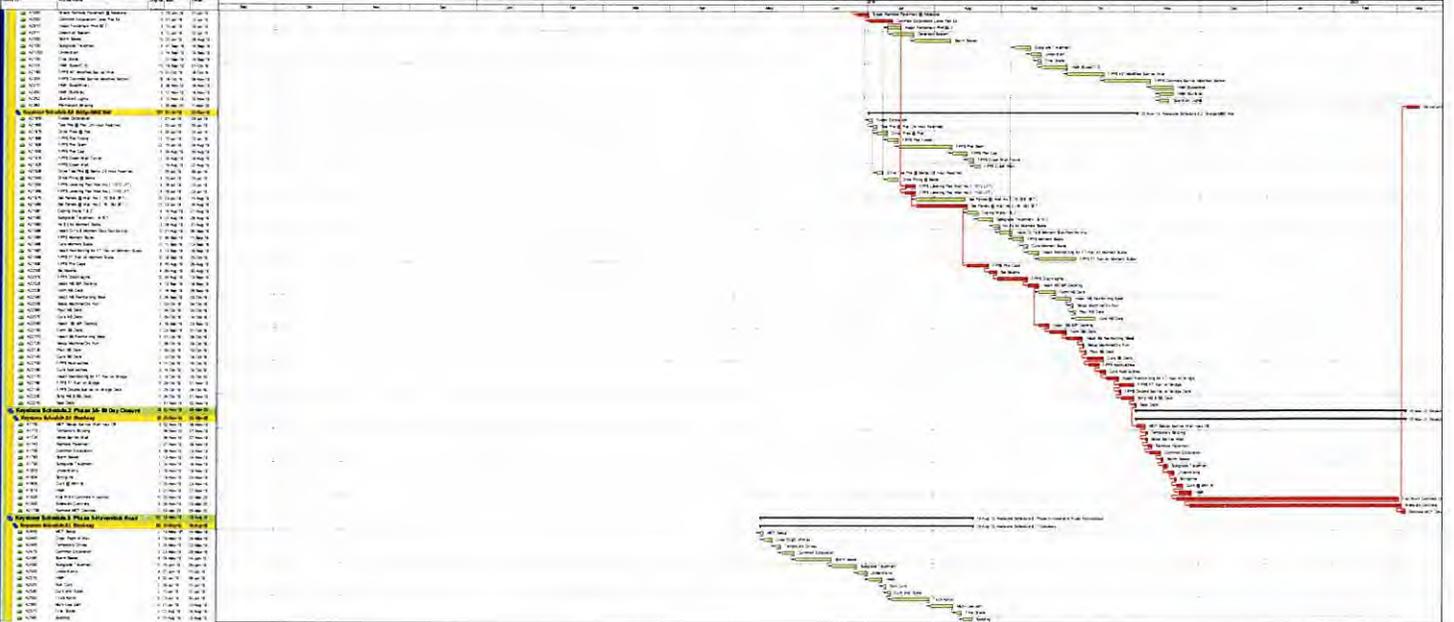
Cc: Chris Ogg- City of Carmel





Legend for bar colors and symbols:

- Actual Work (Blue bar)
- Critical Remaining Work (Red bar)
- Remaining Work (Green bar)
- Milestone (Black diamond)
- Summary (Black triangle)



Actual Work    Critical Remaining Work    Summary  
Remaining Work    Milestone

# **RIETH-RILEY CONSTRUCTION Co., Inc.**

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February 26<sup>th</sup>, 2019

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: [TConarroe@structurepoint.com](mailto:TConarroe@structurepoint.com)

Project: 16-ENG-05; 96<sup>th</sup> and Keystone Parkway

**RE: Additional Supervision Cost**

Tim,

Due to delays in property acquisition and utility relocation on the above referenced project, Rieth-Riley has incurred additional Supervision cost that was not expected. Rieth-Riley is seeking payment for +/- \$160,000 in additional overhead cost that was incurred because of the delay. The following "EWA" sheet is representative of 2080 hours or 12 Months of additional supervision/project management cost.

If you have any questions regarding this proposal, please let me know.

Thanks,

*Tyler Joseph*  
Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890



# RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 2/25/19 Work Performed: Keystone Escalation  
 CONTRACT: 16-ENG-05 PROJECT: 96th St. & Keystone Parkway  
 FORGE ACCOUNT/EXTRA WORK FOR: Added Supervision for project due to delays.

**LABOR 109.05 (b)(1)**

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$27.51	\$0.00
CARPENTER FOREMAN				0.00	\$29.01	\$0.00
COMBINATION				0.00	\$31.26	\$0.00
FINISHER				0.00	\$26.77	\$0.00
FOREMAN				0.00	\$37.80	\$0.00
LABORER				0.00	\$25.77	\$0.00
MECHANIC				0.00	\$37.80	\$0.00
OPERATOR (103)				0.00	\$36.80	\$0.00
OPERATOR (841)				0.00	\$34.00	\$0.00
OPERATOR OILER (103)				0.00	\$31.91	\$0.00
QA TECH				0.00	\$25.77	\$0.00
SUPERINTENDENT/PROJECT MANAGER	2080.00			2080.00	\$46.80	\$97,344.00
TEAMSTER				0.00	\$29.96	\$0.00

TOTAL LABOR \$97,344.00 (2)  
 FICA 7.50 % x LINE (2) \$7,300.80 (3)

**FRINGES**

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$22.32	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$22.32	=	\$0.00
COMBINATION	0.00	X	\$16.14	=	\$0.00
FINISHER	0.00	X	\$15.86	=	\$0.00
FOREMAN	0.00	X	\$18.71	=	\$0.00
LABORER	0.00	X	\$15.86	=	\$0.00
MECHANIC	0.00	X	\$18.71	=	\$0.00
OPERATOR (103)	0.00	X	\$18.71	=	\$0.00
OPERATOR (841)	0.00	X	\$21.36	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$18.71	=	\$0.00
QA TECH	0.00	X	\$15.86	=	\$0.00
SUPERINTENDENT/PROJECT MAN	2080.00	X	\$18.71	=	\$38,916.80
TEAMSTER	0.00	X	\$15.62	=	\$0.00

TOTAL FRINGES \$38,916.80 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$5,568.08 (5)  
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$5,645.95 (6)  
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$3,747.74 (7)  
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$389.38 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)  
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$158,912.75 (10)  
 20 % x LINE (10) \$0.00 (11)  
 GRAND TOTAL LABOR LINES (10) + (11) \$158,912.75 (12)



# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

March 17<sup>th</sup>, 2020

Tim Conarroe  
Project Engineer  
American Structurepoint Inc.  
7260 Shadeland Station  
Indianapolis, IN 46256

Sent Via Email: TConarroe@structurepoint.com

**Contract: 16-ENG-05; 96<sup>th</sup> St. and Keystone Parkway**

**RE: 2020 Construction Schedule REVISED (3.17.20)**

Tim,

The attached schedule is based on the premise that all utilities will be out of conflict no later than April 1<sup>st</sup>, 2020. Rieth-Riley currently has scheduled 90 calendar days to complete Haverstick RAB. Since the proposed closure schedule is significantly reduced from the allotted duration shown in TS 13, Rieth-Riley shall not be charged liquidated damages for any closure days up to 184 calendar days.

The following items are key milestone dates referenced in the 2020 Construction Schedule:

- Begin Construction/Close Haverstick: April 1<sup>st</sup>, 2020
- Open Haverstick RAB: June 30<sup>th</sup>, 2020
- Substantial Completion: August 3<sup>rd</sup>, 2020
- Final Completion: September 3<sup>rd</sup>, 2020

Construction change 8 is not included in the attached schedule. Please let me know if you have any questions regarding this schedule.

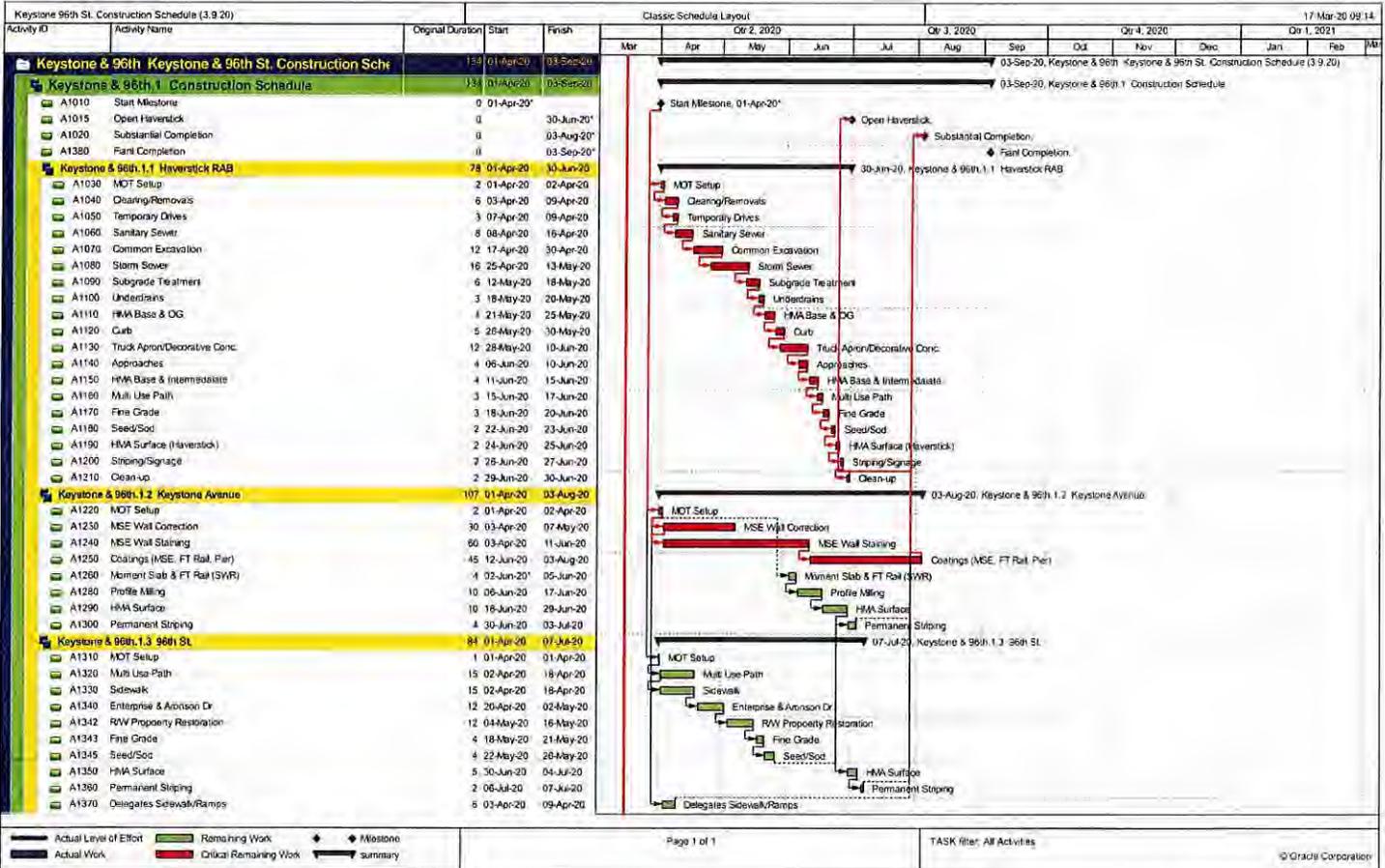
Thanks,



Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.  
Cell: (419)-966-4890

Cc: Chris Ogg- City of Carmel  
Eric Holmes – Rieth-Riley  
Mike Ruth – Rieth-Riley







AMERICAN  
**STRUCTUREPOINT**  
INC.

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

March 31, 2020

Mr. Tyler Joseph  
Project Manager  
Rieth-Riley Construction Co., Inc.

**Contract: 16-ENG-05; 96<sup>th</sup> Street and Keystone Parkway**

**RE: Time Extension Request (April 11, 2019)**  
**2020 Lane Closures Proposal REVISED (March 9, 2020)**  
**2020 Supervision Cost REVISED (March 23, 2020)**  
**2020 Escalation Costs (Verbally Proposed; Awaiting Written Proposal)**

Dear Mr. Joseph:

The City of Carmel (Owner) and American Structurepoint, Inc. (Engineer) fully acknowledge the challenges faced throughout the course of this project; challenges faced primarily due to delays in R/W acquisition and utility relocation. The Owner/Engineer also fully acknowledge the extraordinary efforts by Rieth-Riley Construction Co., Inc. (Contractor) to continually find ways to keep the project moving, culminating with the opening of a fully functional interchange by December 31, 2019. Even so, there has also been some level of unmet expectations on the part of the Owner/Engineer. The Contractor has proposed a closure of 96<sup>th</sup> Street and Haverstick Road (+/- 90 Days) to complete construction of the planned RAB, the project site was left unsightly over the winter (2019/2020) even after public complaint and multiple requests by the Owner/Engineer to comply, and the failure to restore the Tom Wood Ford property after many months of requests by the Owner/Engineer are a few examples.

Through construction of the project to date, the Owner and Engineer believe that we have acted in fairness toward and in consideration of the financial, logistical, and scheduling hardships incurred by the Contractor as a result of the aforementioned delays. To date, the Owner has administered this project minus an agreed upon completion date and allowed a complete closure of 96<sup>th</sup> Street (150+ Days) which far exceeded the closure time stipulated in the contract (60 Days). The Owner has also, to date, agreed upon substantial financial remedies benefitting the Contractor in the form of 2017/2018 Additional Supervision Costs, 2019 Escalation Costs, and Phase 3 Maintenance of Traffic Costs.

Mr. Tyler Joseph  
March 31, 2020  
Page 2

On April 11, 2019, the Owner/Engineer received a request for Time Extension in conjunction with a request for Additional Supervision Costs. This proposed Time Extension included the following dates...

Intermediate Completion Date: December 31, 2019

Substantial Completion Date: May 31, 2020

Final Completion Date: July 1, 2020

Considering the proposed 2020 Construction Schedule submitted by the Contractor in March 2020, the Owner/Engineer would be agreeable to establishing the following contract completion dates...

Intermediate Completion Date: December 31, 2019 (Milestone Met)

Substantial Completion Date: August 3, 2020 (Per Contractor Schedule)

Final Completion Date: September 3, 2020 (Per Contractor Schedule)

The Owner/Engineer will retain the right to assess liquidated damages based on the agreed upon completion dates, however, we do not foresee a need for this eventuality at this time.

On March 9, 2020, the Owner/Engineer received a request for compensation of additional costs incurred during the use of lane closures necessary to complete work in 2020 (2020 Lane Closures Proposal). This request has been reviewed by the Owner/Engineer with consideration given to the items of work to be completed in 2020. Consideration was also given to the construction phasing for this work, the challenges encountered in 2018/2019, and where these items of work were included in past and current construction schedules. Based on this review, the Owner/Engineer is agreeable with payment of the amount proposed in the 2020 Lane Closures Proposal REVISED (3/9/2020).

On March 23, 2020, the Owner/Engineer received a request for reimbursement of overhead in the form of hours for (1) Superintendent and (1/2) Project Manager for the period beginning April 1, 2020 and ending August 3, 2020. The Contractor has also verbally stated intent to submit additional escalation costs for 2020 over and above the escalation costs approved in 2019. (A written proposal has not yet been received.) The Owner/Engineer is not agreeable to payment of the additional costs proposed in 2020 Supervisor Cost (3/23/2020) and 2020 Escalation (verbally implied). After review of information in hand, consideration of similar costs approved in 2019, and language included in Section 11.6 of the General Conditions of the Contract, the Owner/Engineer feels that these costs are part of the risk borne by the Contractor due to the delays previously mentioned. The Owner/Engineer considers this risk to be remedied by the agreed upon Time Extension, also as described in Section 11.6 of the General Conditions of the Contract.

If you have any questions regarding this correspondence, please let me know.

Timothy P. Conarroe, PE

Design Agency: Timothy P. Conarroe, PE  
201 South E. Main Street, Suite 200  
Orem, UT 84058-1000  
Phone: (435) 225-1000  
Fax: (435) 225-1001

Timothy P. Conarroe  
Project Engineer  
American Structurepoint, Inc.



# City of Carmel Project 16-ENG-69 Shelborne Road Multi-Use Path

## CHANGE ORDER #3

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Additional change order items:

- Item 61 – Modify Str. 25
- Item 62 – New crosswalk at Weston Drive

Balancing final quantities

Contract Price prior to this Change Order	\$606,210.65
Contract Price will be increased/decreased by this Change Order	\$82,097.04
New Contract Price including this Change Order	\$688,307.69

	Amount	Adjusted Contract Price	Cumulative % Change from Original Contract
Original Contract	\$563,174.84	\$563,174.84	N/A
CO1	\$25,747.36	\$588,922.20	4.57%
CO2	\$17,288.45	\$606,210.65	7.64%
CO3	\$82,097.04	\$688,307.69	22.22%

CITY OF CARMEL

TO

Rieth-Riley Construction Co  
1751 W Minnesota St  
Indianapolis, IN 46206  
ATTN: Jeff Mattix

CONTRACT CHANGE ORDER NO. 3  
DATE: 3/20/2020  
PROJECT NAME: Shelborne Road Multi-Use Path  
CITY REQ. NO.: \_\_\_\_\_  
CITY PO NO.: \_\_\_\_\_  
CITY PO DATE: \_\_\_\_\_

I. You are directed to make the following changes in this Contract:

1. This change order will add two new items for this contract for extra work

- Item 61 - A modification of Structure 25 was needed due to the existing side slopes in the ditch being too steep. Structure 25 was raised approximately two feet to allow for an extension of the existing 18" pipe that crosses Shelborne Road and an extension of the existing 12" pipe under the driveway to tie into Structure 25. Erosion control blanket was placed on the finished grade around the structure once completed. This work was added per the request of the City of Carmel after discussions with the property owner (Jim Snyder)
- Item 62 - A pedestrian crosswalk with signals, curb ramps, and sidewalk was added to cross Shelborne Road just north of Weston Drive per the City of Carmel. Per the City of Carmel, the crosswalk was originally intended to be included on this project, but was not added to the construction plans or items

2. All items are balanced on this change order to match the final quantities agreed between the Rieth-Riley (Jeff Mattix) and USI Consultants (Kevin Harris)

ITEM	AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
61 New Item	\$5,973.20	0 Days
62 New Item	\$57,407.11	0 Days
Balanced Items for Final Quantities	\$18,716.73	0 Days

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P. \_\_\_\_\_ W.D.C. No. \_\_\_\_\_

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order	\$ 606,210.65
Contract Price will be increased/decreased by this Change Order	\$ 82,097.04
New Contract Price including this Change Order	\$ 688,307.69
Contract Time Prior to this Change Order <u>408</u> Days <u>5/13/2019</u> Substantial Completion Date	
Contract Time Prior to this Change Order <u>439</u> Days <u>6/13/2019</u> Final Completion Date	
Net increased/decreased resulting from this Change Order <u>0</u> Days	
Current Contract Time including this Change Order <u>408</u> Days <u>5/13/2019</u> Substantial Completion Date	
Current Contract Time including this Change Order <u>439</u> Days <u>6/13/2019</u> Final Completion Date	

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended:

The Above Changes Are Accepted:

Approved

USI Consultants, Inc

Rieth-Riley Construction Co., Inc

  
Jeremy M. Kashman, City Engineer

ENGINEER

CONTRACTOR

James Brainard, Mayor

8415 East 56<sup>th</sup> Street  
Indianapolis, IN 46216

1751 W. Minnesota St.  
Indianapolis, IN 46206

Mary Ann Burke, Member

City/State/Zip

City/State/Zip

Lori Watson, Member  
ATTEST

By: Kevin Harris  
Phone: 317-363-9360

By:   
David Dankert, Area Manager  
Phone: 317-634-5561

Sue Wolfgang, City Clerk

Date: 3/31/2020

Date: 3.31.20

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



**USI Consultants, Inc**  
**Change Order Details**  
Carmel Shelbourne Path

**Description**  
City of Carmel Project 16-ENG-69 - Shelbourne Road Path from 106th Street to 116th Street  
**Prime Contractor**  
Riehl-Riley Construction Co.  
1751 W. Minnesota St.  
Indianapolis, IN 46206

**Change Order**  
3

**Status**  
Pending

**Date Created**  
03/20/2020

**Type**  
Changed Conditions

**Summary**

**Change Order Description**

Work for added crosswalk and structure modification as well as balancing all items for final quantities.  
Additional change order items based on time and material:

- Item 61 - A modification of Structure 25 was needed due to the existing side slopes in the ditch being too steep. Structure 25 was raised approximately two feet to allow for an extension of the existing 18" pipe that crosses Shelbourne Road and an extension of the existing 12" pipe under the driveway to tie into Structure 25. Erosion control blanket was placed on the finished grade around the structure once completed. This work was added per the request of the City of Carmel after discussions with the property owner (Jim Snyder)
- Item 62 - A pedestrian crosswalk with signals, curb ramps, and sidewalk was added to cross Shelbourne Road just north of Weston Drive per the City of Carmel. Per the City of Carmel, the crosswalk was originally intended to be included on this project, but was not added to the construction plans or items.

All items are balanced on this change order to match the final quantities agreed between the Riehl-Riley (Jeff Martin) and USI Consultants (Kevin Harris).

A time extension does not need to be added due to the work being added outside the original scope of work at the request of the City of Carmel.

Change Order Details:  
Carmel Shelbourne Path

Awarded Project Amount \$563,174.84  
 Authorized Project Amount \$606,210.65  
 Change Order Amount \$82,097.04  
 Revised Project Amount \$688,307.69

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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**Section: 1 - Description**

0047 Shelbourne Path Item 47 TON \$2,400 1,349,000 \$3,237.60 0.430 \$1.03 1,349,430 \$3,238.63  
 HMA FOR MULTI-USE PATH: Price Increase

Reason: Balancing Change Order

0048 Shelbourne Path Item 48 TON \$2,850 240,000 \$684.00 98.290 \$280.13 338,290 \$964.13  
 HMA FOR APPROACHES, TYPE C: Price Increase

Reason: Balancing Change Order

0049 HDPE, 10 IN Shelbourne Path Item 49 LFT \$34,090 216,000 \$7,363.44 22,000 \$749.98 238,000 \$8,113.42

Reason: Balancing Change Order

0050 Geogrid Shelbourne Path Item 50 SYS \$5,460 1,400,000 \$7,644.00 77,820 \$424.90 1,477,820 \$8,068.90

Change Order Details:  
 Carmel Shelbourne Path

Line Number	Item ID	Unit	Unit Price	Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
<b>Reason: Balancing Change Order</b>									
0058	Shelbourne Path Item 58	SYS	\$1,390	1,044,000	\$1,451.16	-360,000	-\$500.40	684,000	\$950.76
EROSION CONTROL BLANKET									
<b>Reason: Balancing Change Order</b>									
<b>Section: 2 - Description</b>									
0005	Shelbourne Path Item 5	LFT	\$1,910	3,646,000	\$6,963.86	-1,709,000	-\$3,264.19	1,937,000	\$3,699.67
TEMPORARY SILT FENCE									
<b>Reason: Balancing Change Order</b>									
0006	Shelbourne Path Item 6	EACH	\$100,000	9,000	\$900.00	-9,000	-\$900.00	0,000	\$0.00
TEMPORARY INLET PROTECTION									
<b>Reason: Balancing Change Order</b>									
0007	Shelbourne Path Item 7	SYS	\$23,330	122,000	\$2,846.26	245,700	\$5,732.18	367,700	\$8,578.44
SUBGRADE TREATMENT, TYPE II									
<b>Reason: Balancing Change Order</b>									
0008	Shelbourne Path Item 8	SYS	\$1,680	8,182,000	\$13,745.76	-474,440	-\$797.06	7,707,560	\$12,948.70
SUBGRADE TREATMENT, TYPE III									

Change Order Details:  
Carmel Shelbourne Path

Line Number	Item ID	Unit	Unit Price	Quantity	Current	Amount	Quantity	Change	Amount	Quantity	Revised	Amount
Reason: Balancing Change Order												
0010	Shelbourne Path Item 10	CYS	\$99.220	100.000		\$9,922.00	48.370	\$4,799.27		148.370		\$14,721.27
	SUBGRADE TREATMENT (Undistributed)											
Reason: Balancing Change Order												
0011	Shelbourne Path Item 11	CYS	\$32.940	130.000		\$4,282.20	15.200	\$500.69		145.200		\$4,782.89
	STRUCTURE BACKFILL, TYPE I											
Reason: Balancing Change Order												
0012	Shelbourne Path Item 12	TON	\$80.720	70.000		\$5,650.40	8.370	\$675.63		78.370		\$6,326.03
	COMPACTED AGGREGATE NO. 53 BASE											
Reason: Balancing Change Order												
0013	Shelbourne Path Item 13	TON	\$34.040	2,326.000		\$79,177.04	-354.880	-\$12,080.12		1,971.120		\$67,096.92
	COMPACTED AGGREGATE NO. 53											
Reason: Balancing Change Order												
0014	Shelbourne Path Item 14	TON	\$508.940	1.000		\$508.94	-1.000	-\$508.94		0.000		\$0.00
	ASPHALT FOR TACK COAT											
Reason: Balancing Change Order												

Change Order Details:  
 Cammel Shelbourne Path

Line Number	Item ID	Unit	Unit Price	Quantity	Current Amount	Change Quantity	Change Amount	Quantity	Revised Amount	
0015	Shelbourne Path Item 15 HMA FOR MULTI-USE PATH	TON	\$74,760	1,349,000	\$100,851.24	44,430	\$3,321.59	1,393,430	\$104,172.83	
<b>Reason: Balancing Change Order</b>										
0016	Shelbourne Path Item 16 HMA FOR APPROACHES, TYPE C	TON	\$113,460	215,000	\$24,393.90	123,290	\$13,988.48	338,290	\$38,382.38	
<b>Reason: Balancing Change Order</b>										
0017	Shelbourne Path Item 17 CURB AND GUTTER, CONCRETE, TYPE II	LFT	\$25,080	810,000	\$20,314.80	112,000	\$2,808.96	922,000	\$23,123.76	
<b>Reason: Balancing Change Order</b>										
0018	Shelbourne Path Item 18 CURB RAMP, CONCRETE	SYS	\$173,380	102,000	\$17,684.76	49,800	\$8,634.32	151,800	\$26,319.08	
<b>Reason: Balancing Change Order</b>										
0019	Shelbourne Path Item 19 DETECTABLE WARNING ELEMENT	LFT	\$2,430	72,000	\$174.96	52,000	\$126.36	124,000	\$301.32	
<b>Reason: Balancing Change Order</b>										
0020	Shelbourne Path Item 20 GEOTEXTILES	SYS	\$53,410	16,000	\$854.56	-2,000	-\$106.82	14,000	\$747.74	

Change Order Details:  
Carmel Shelbourne Path

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
<b>Reason: Balancing Change Order</b>									
0021	Shelbourne Path Item 21 RTTRAP, REVEITEMT	TONS	\$111.330	20.000	\$2,226.60	-2.800	-\$311.72	17.200	\$1,914.88
<b>Reason: Balancing Change Order</b>									
0023	Shelbourne Path Item 23 MULCHED SEEDING	SYS	\$2.000	3,820.000	\$7,640.00	2,334.000	\$4,668.00	6,154.000	\$12,308.00
<b>Reason: Balancing Change Order</b>									
0025	Shelbourne Path Item 25 OFFICE EQUIPMENT	LS	\$1,094.500	1.000	\$1,094.50	-1.000	-\$1,094.50	0.000	\$0.00
<b>Reason: Balancing Change Order</b>									
0026	Shelbourne Path Item 26 FIELD OFFICE, A	MOS	\$2,736.240	3.000	\$8,208.72	-3.000	-\$8,208.72	0.000	\$0.00
<b>Reason: Balancing Change Order</b>									
0028	Shelbourne Path Item 28 HDPE, 8 IN END SECTION	EACH	\$516.240	4.000	\$2,064.96	-4.000	-\$2,064.96	0.000	\$0.00
<b>Reason: Balancing Change Order</b>									

Change Order Details:  
Carmel Shelbourne Path

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
0029	Shelbourne Path Item 29	LFT	\$53,320	111,000	\$5,918.52	-12,500	-\$666.50	98,500	\$5,252.02
RCP, 12 IN									
Reason: Balancing Change Order									
0031	Shelbourne Path Item 31	LFT	\$63,380	62,000	\$3,929.56	-4,000	-\$253.52	58,000	\$3,676.04
RCP, 15 IN									
Reason: Balancing Change Order									
0032	Shelbourne Path Item 32	LFT	\$77,040	40,000	\$3,081.60	38,000	\$2,927.52	78,000	\$6,009.12
RCP, 18 IN									
Reason: Balancing Change Order									
0035	Shelbourne Path Item 35	EACH	\$2,432,890	5,000	\$12,164.45	1,000	\$2,432.89	6,000	\$14,597.34
INLET, E7									
Reason: Balancing Change Order									
0037	Shelbourne Path Item 37	EACH	\$188,000	12,000	\$2,256.00	-1,000	-\$188.00	11,000	\$2,068.00
CONSTRUCTION SIGN, A									
Reason: Balancing Change Order									
0039	Shelbourne Path Item 39	LFT	\$6,750	\$10,000	\$3,442.50	-241,000	-\$1,626.75	269,000	\$1,815.75
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN									

Change Order Details:  
Carmel Shelbourne Path

Line Number	Item ID	Unit	Unit Price	Current Quantity	Change Quantity	Revised Quantity	Current Amount	Change Amount	Revised Amount
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Reason: Balancing Change Order

0040	Shelbourne Path Item 40	LFT	\$6,750	126,000			\$850,500	-116,000	\$783,000
	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN					10,000			\$67,500

Reason: Balancing Change Order

32 Items	Totals			\$361,528.79			\$18,716.73		\$380,245.52
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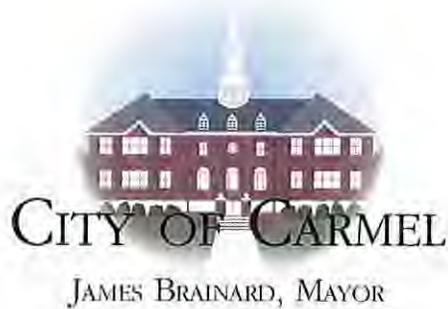
New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Section: 1 - Description

0061	Shelbourne Path Item 61	LS	1,000	\$5,973.200	\$5,973.20
	STRUCTURE 25 MODIFICATION				
0062	Shelbourne Path Item 62	LS	1,000	\$57,407.110	\$57,407.11
	WESTON DR. AND SHELBORNE RD. CROSSWALK				
	2 Items				Total: \$63,380.31

Change Order Details:  
Carmel Shelbourne Path



# MEMO

## CITY OF CARMEL ENGINEERING DEPARTMENT

**To:** Doug Haney, Corporation Counsel  
**From:** Laurie Slick  
**Cc:** Jeremy Kashman  
**Date:** 07/08/2020

**RE:** Change Order #3: Project 16-ENG-69; Shelborne Road Path from 106<sup>th</sup> Street to 116<sup>th</sup> Street

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### Additional information provided by Jeremy Kashman:

With an original project cost of \$563,174.84 and a final project cost of \$688,307.69, this project incurred a 22.22% overrun as shown on Change Order No. 3. Most of this overrun were caused by adding an ADA accessible crosswalk that was to be included as part of the original bid documents and then also because of unforeseen circumstances. The Engineering department requested the construction plans include an ADA accessible crosswalk with flashing beacons. The original bid documents were missing the crosswalk therefore, this cost was not included in the original bid. The cost of the crosswalk was 10.2% of the original contract amount.

After the additional crosswalk had already been added to the construction contract the project encountered soil conditions that were much wetter and softer than were to be reasonably expected. This wet and soft condition precipitated the need modify the subgrade treatment. It was determined the most cost-effective way to successfully modify the subgrade was to add geogrid, a geotechnical soil reinforcement product which was unforeseen at the time of project bidding. This added 1.4% to the original contract price. The final additional cost that was unforeseen was due to a storm structure that needed to be reconstructed because the roadway was caving in causing a roadside safety issue. This cost was incurred after the project was open to the public.

May 5, 2020

Jeremy Kashman  
City Engineer  
Department of Engineering  
City of Carmel  
One Civic Square  
Carmel, IN 46032

RE: City of Carmel Project 16-ENG-69 Shelborne Road Multi Use Path, PO 101423  
Final Project Cost, Explanation of Overrun

Jeremy,

With an original project cost of \$563,174.84 and a final project cost of \$688,307.69, this project incurred a 22.22% overrun as shown on Change Order No. 3. The most substantial reasons for this overrun were due to a need to modify structure No. 25, add a pedestrian crosswalk to cross Shelborne Road, add curb ramps to Callowell Court, increase the drive approach limits at Sedgemoor Circle, add geogrid to help stabilize soil below the path, remove dead/dying trees in front of the Bridlebourne Subdivision, and add two drive approaches at Mr. Snyder's property. See below for an explanation and cost increase for each of these items.

- Item 61 - A modification of Structure 25 was needed due to the existing side slopes in the ditch being too steep. Structure 25 was raised approximately two feet to allow for an extension of the existing 18" pipe that crosses Shelborne Road and an extension of the existing 12" pipe under the driveway to tie into Structure 25. Erosion control blanket was placed on the finished grade around the structure once completed. This work was added per the request of the City of Carmel after discussions with the property owner (Jim Snyder). Total cost of work was \$5,973.20 (1.06% increase to original contract).
- Item 62 - A pedestrian crosswalk with signals, curb ramps, and sidewalk was added to cross Shelborne Road just north of Weston Drive per the City of Carmel. Per the City of Carmel, the crosswalk was originally intended to be included on this project, but was not added to the construction plans or items. Total cost of work was \$57,407.11 (10.19% increase to original contract).
- Curb ramps were added to Callowell Court per the City of Carmel. Per the City of Carmel, the curb ramps were originally intended to be included on this project, but were not added to the construction plans or items. Total cost of work was \$4,338.70 (0.77% increase to original contract).

- An increase to the drive approach limits at Sedgemoor Circle was added to the contract per agreement with the City of Carmel and Bridlebourne Subdivision in order to resolve an unforeseen drainage conflict. The increase to the drive approach limits caused an increase to the HMA for Approaches Item and a need for existing bricks to be removed. Two residential drives were also added by change order per the right-of-way agreement with the City of Carmel and property owner Jim Snyder. Total cost of the additional asphalt for the drives and drive approach and removal of the bricks was \$20,068.40 (3.56% increase to original contract).
- Geogrid was needed to help stabilize the existing soil in various areas were needed below the path. Total cost of the geogrid was \$8,068.90 (1.43% increase to original contract).
- Dead/dying trees were agreed to be removed from in front of the Bridlebourne Subdivision per an agreement with the City of Carmel and the Bridlebourne Subdivision. Total cost of the work was \$19,394 (3.44% increase to original contract).

Sincerely,

USI CONSULTANTS INC.

A handwritten signature in black ink that reads 'Kevin Harris'.

Kevin Harris

Construction Project Manager

# City of Carmel Project 16-ENG-34 96<sup>th</sup> Street and Gray Road RAB



*unforeseen circumstances noted*

## CHANGE ORDER #8 – UNDERGROUND STORAGE TANK REMOVAL

Contract Price prior to this Change Order	\$1,928,390.89
Contract Price will be increased /decreased by this Change Order	\$18,975.33
New Contract Price including this Change Order	\$1,947,366.22

On 8/1/19 during the storm sewer pipe installation operation, an underground storage tank (UST) was discovered on the SE corner of the intersection of 96<sup>th</sup> St. and Gray Rd.



The UST was approx. 15' in length by 9' diameter and appeared to have been filled in with concrete, but there was evidence of liquid still in the tank. Due to the environmental concerns with the removal of the UST, Rieth-Riley and Gradex decided to hire a professional company that deals with environment remediation to submit a quote for the tank removal. There was time involved with the process of finding a company that was able to review the work and meet the immediate scheduling needs. Blue River Environmental, INC., submitted a quote, but due to the unknown conditions involved with the removal during price negotiations, it was agreed upon by all parties to track this work under time and materials. Approval was given to proceed with the work on 8/19/19 by the City of Carmel. Blue River Environmental scheduled the work and begin on 8/29/19 and was completed on 9/4/19. Reith-Riley will not be held accountable for the 34 day delay associated with this work towards the completion of the project. This Change Order 8 is an increase of \$18,975.33 to this project.

	<b>Amount</b>	<b>Adjusted Contract Price</b>	<b>Cumulative % Change from Original Contract</b>
Original Contract	\$1,597,055.37	\$1,597,055.37	N/A
CO1 – MM Add Insured <b>General Oblig. Bond</b>	\$0.00	\$1,597,055.37	(0.0%)
CO 2 – In-Line BMP <b>Storm Water Bond</b>	\$2,580.00	\$1,599,635.37	0.16%
CO3 – Const. Change 1 <b>Storm Water Bond</b>	\$1,009.85	\$1,600,645.22	0.22%
CO 4 – Const. Change 2 <b>General Oblig. Bond</b>	\$25,702.57	\$1,626,347.79	1.83%
CO 5 – Item Numb. Correction CC 2 <b>Storm Water Bond</b>	\$0.00	\$1,626,347.79	1.83%
CO 6 – Const. Chang 6 – Brandt Rd. <b>Awaiting Assigned Bond</b>	\$155,590.16	\$1,781,937.95	11.6%
CO 7 – 2018 & 2019 Escalation Costs <b>General Oblig. Bond</b>	\$146,452.94	\$1,928,390.89	20.7%
CO 8 – Underground Storage Tank <b>General Oblig. Bond</b>	\$18,975.33	\$1,947,366.22	22.0%

CITY OF CARMEL

TO:  
Chris Ogg  
One Civic Square  
Carmel, IN 46032

CONTRACT CHANGE ORDER NO.: 8  
DATE: 1/15/2020  
PROJECT NAME: 16-ENG-34  
CITY REQ. NO.: N/A  
CITY PO NO.: 100520 – General Obligation Bond  
CITY PO DATE: 6/22/2017

I. You are directed to make the following changes in this Contract:  
(Brief Description)

On 8/1/19 during the storm sewer pipe installation operation, an underground storage tank (UST) was discovered on the SE corner of the intersection of 96<sup>th</sup> St. and Gray Rd.



The UST was approx. 15' in length by 9' diameter and appeared to have been filled in with concrete, but there was evidence of liquid still in the tank. Due to the environmental concerns with the removal of the UST. Rieth-Riley and Gradex decided to hire a professional company that deals with environment remediation to submit a quote for the tank removal. There was time involved with the process of finding a company that was able to review the work and meet the immediate scheduling needs. Blue River Environmental, INC., submitted a quote, but due to the unknown conditions involved with the removal during price negotiations, it was agreed upon by all parties to track this work under time and materials. Approval was given to proceed with the work on 8/19/19 by the City of Carmel. Blue River Environmental scheduled the work and begin on 8/29/19 and was completed on 9/4/19. Reith-Riley will not be held accountable for the 34 day delay associated with this work towards the completion of the project. This Change Order 8 is an increase of \$18,975.33 to this project.

ITEM	UNIT / AMOUNT	SCHEDULED ADJUSTMENT (+) OR (-) DAYS
129 - Underground Storage Tank Removal	1.0 LS = \$18,975.33	0

II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: N/A W.D.C. No.: N/A  
 Other: \_\_\_\_\_

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order \$ 1,928,390.89

Contract Price will be increased/decreased by this Change Order \$ 18,975.33

New Contract Price including this Change Order \$ 1,947,366.22

Contract Time Prior to this Change Order 81 Days 10/31/17 Completion Date

Net increased/decreased resulting from this Change Order \_\_\_\_\_ Days

Current Contract Time including this Change Order 81 Days 10/31/17 Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended  
 CHA  
 ENGINEER  
 300 S. Meridian Street  
 Address  
 Indianapolis, IN 46225

City/State/Zip

The Above Changes Are Accepted:  
 Rieth-Riley Construction  
 CONTRACTOR  
 1751 W. Minnesota Street  
 Address  
 Indianapolis, IN 46221

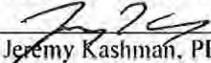
City/State/Zip

Approved:

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member

  
 Jeremy Kashman, PE, City Engineer

By: *Brian Andres*

Phone: 317-407-3760

Date: 1/31/20

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

Phone: \_\_\_\_\_

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

ATTEST:

Sue Wolfgang, Clerk

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



# MEMO

## CITY OF CARMEL ENGINEERING DEPARTMENT

**To:** Doug Haney, Corporation Counsel  
**From:** Laurie Slick  
**Cc:** Jeremy Kashman  
**Date:** 07/08/2020

**RE:** Change Order #8 – 96<sup>th</sup> Street and Gray Road - Underground Storage Tank Removal

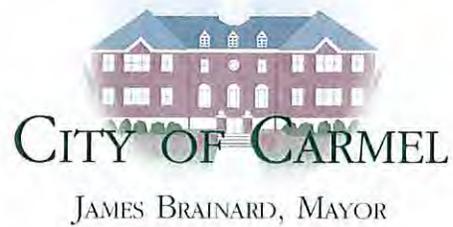
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### **Additional information provided by Jeremy Kashman:**

We bid the 96<sup>th</sup> & Gray roundabout to be constructed in 2017 at the same time as the 96<sup>th</sup> & Delegates Row roundabout. However, due to the City of Indianapolis' injunction against the City of Carmel to begin the construction of these roundabouts, we had to halt the land acquisition process. This delay contributed to us not having land acquired in time to begin construction in either 2017 or 2018. This delay in land acquisition resulted in us not having closed all of the parcels until January, 2019. The land acquisition delay resulted in the affected utilities not getting relocated until August, 2019 at 96<sup>th</sup> & Gray and even later at 96<sup>th</sup> & Delegates Row. Early 2019 we began the construction of 96<sup>th</sup> & Gray knowing there were risks with the utilities but we needed to mitigate the risk pushing the project into 2020. We could not start the Delegates Row roundabout due to several utilities not getting relocated until later in 2019. However, starting the Gray Road roundabout before the Delegates Row roundabout meant that had to add more complicated maintenance of traffic (MOT) phasing.

The major increases in project costs are three-fold:

1. Our contractor bid the project based on construction in 2017. Since then, material, (especially asphalt), labor, and equipment costs has inflated. We felt it fair and reasonable to adjust the contract unit costs based on the contractors realized costs increases from 2017 to 2019.
2. Separating the construction of the Gray and Delegates Row roundabouts added costs to adjust the MOT. Originally, the 96<sup>th</sup> & Delegates Row roundabout was to be constructed



simultaneously with the 96<sup>th</sup> & Gray roundabout, sharing the same MOT phasing. Part of this adjustment was adding the temporary signal at Brandt.

3. The discovery of an underground petroleum/diesel fuel tank within the project limits that required the expertise of a specialty sub-contractor to mitigate environmental damage as well as remove and dispose of the tank. This third point is the cost of this particular change order.



REVIEWED VIA EMAIL

CRED *Conner 7-1-20*  
CFD *OK Sgt Ham*  
CPD *Smith*  
ENG *all*

(only if needed for street use)

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION:

Contact Person: Bev Cummings Agnew  
Email: bev.c.agnew@gmail.com  
Phone Number: 7194335236  
Cell Number: 7194335236

Address: Street Address  
513B Hunters Drive East  
Address Line 2  
City: Carmel State / Province / Region: IN  
Postal / Zip Code: 46032 Country: United States

Name/Organization: Ms

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Bridal Shower

Event Date: 8/8/2020 End Date: 8/8/2020

Number of People Expected: 20

Set-Up Start time: 01:00:00 PM

Tear Down End Time: 06:00:00 PM

Event Start time:  
03:00:00 PM

Event end time:  
05:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Bridal Shower: In person 3-5 pm, Virtual 4-5 pm.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES  
NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

### EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

### SECURITY DEPOSIT AND FEE:

**A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at [www.govpaynow.com](http://www.govpaynow.com) PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

#### DISCLAIMER:

**The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.**

# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Bev Agnew  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Bev Agnew  
Printed Name and Title (If applicable)

513B HUNTERS DRIVE EAST  
Carmel IN 46032  
Address of Organization/Applicant

6/26/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



111 0730-18

Mayor Approved  
REVIEWED VIA EMAIL

JACOB 7-8  
BPW 7-1

CRED Purcell 0  
CFD Scotton X  
CPD Keith 0  
ENG NA

(only if needed for street use)

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

Contact Person Donna Tutwiler

Email mamatut03@aol.com

Phone Number: 3172581352

Cell Number:

Address  
Street Address  
3526 East Carmel Dr  
Address Line 2  
City carmel State / Province / Region US  
Postal / Zip Code 46033 Country

Name/Organization: Carmel Arts Council

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 **Yes**  
 **No**

Event/Use Purpose: "Art in the Garden" is a program designed by the CAC to enable local artists to showcase and demonstrate their art, help children create art and bring awareness to the CAC, the Children's Art Gallery and the CAC programs.

Event Date \_\_\_\_\_ End Date \_\_\_\_\_

Number of People Expected: 100

Set-Up Start time

Tear Down End Time

*2nd & 3rd  
Saturdays  
July, Aug, Sept.  
(May add an occasional  
Sundays)  
7-11, 7-18  
8-8, 8-15  
9-12, 9-19 } Saturdays*

Event Start time:

Event end time:

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

The CAC is proposing a 2 step program for selected local artists and all K-12 student artists. The first phase will enable the artists to showcase their talents by demonstrating and sharing their art in the CAC's Children's Art Gallery Garden which is located next to the Children's Art Gallery at 40 West Main Street.

The second phase of this program will be to invite all Kingergarten through 12th grade students who are interested and/or walking through the Arts and Design District to create their own art alongside the artists.

Attach additional pages if needed-SEE BELOW

CARMEL ARTS COUNCIL PROPOSAL FOR ART IN THE GARDEN.docx 29.96KB  
ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other Garden Outside of the Carmel Arts Council's Children's Art Main

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

**CITY SERVICES NEEDED: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed: No streets should need to be closed off - we are only using the garden area at the Carmel Arts Council's Children's Art Gallery located at 40 West Main Street. Include addresses as appropriate

UPLOAD MAP: An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure

#### SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

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#### DISCLAIMER:

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# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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Carmel Arts Council/Donna Tutwiler, Co-President and CAC Children's Art Gallery  
Coordinator  
Name of Organization/Applicant

\*

*Donna Tutwiler*

Signature of Authorized Agent/Applicant

Donna Tutwiler, CAC Co-President and CAC  
Children's Art Gallery Coordinator  
Printed Name and Title (If applicable)

3526 East Carmel Drive, Carmel, Indiana 46033  
Address of Organization/Applicant

6/2/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

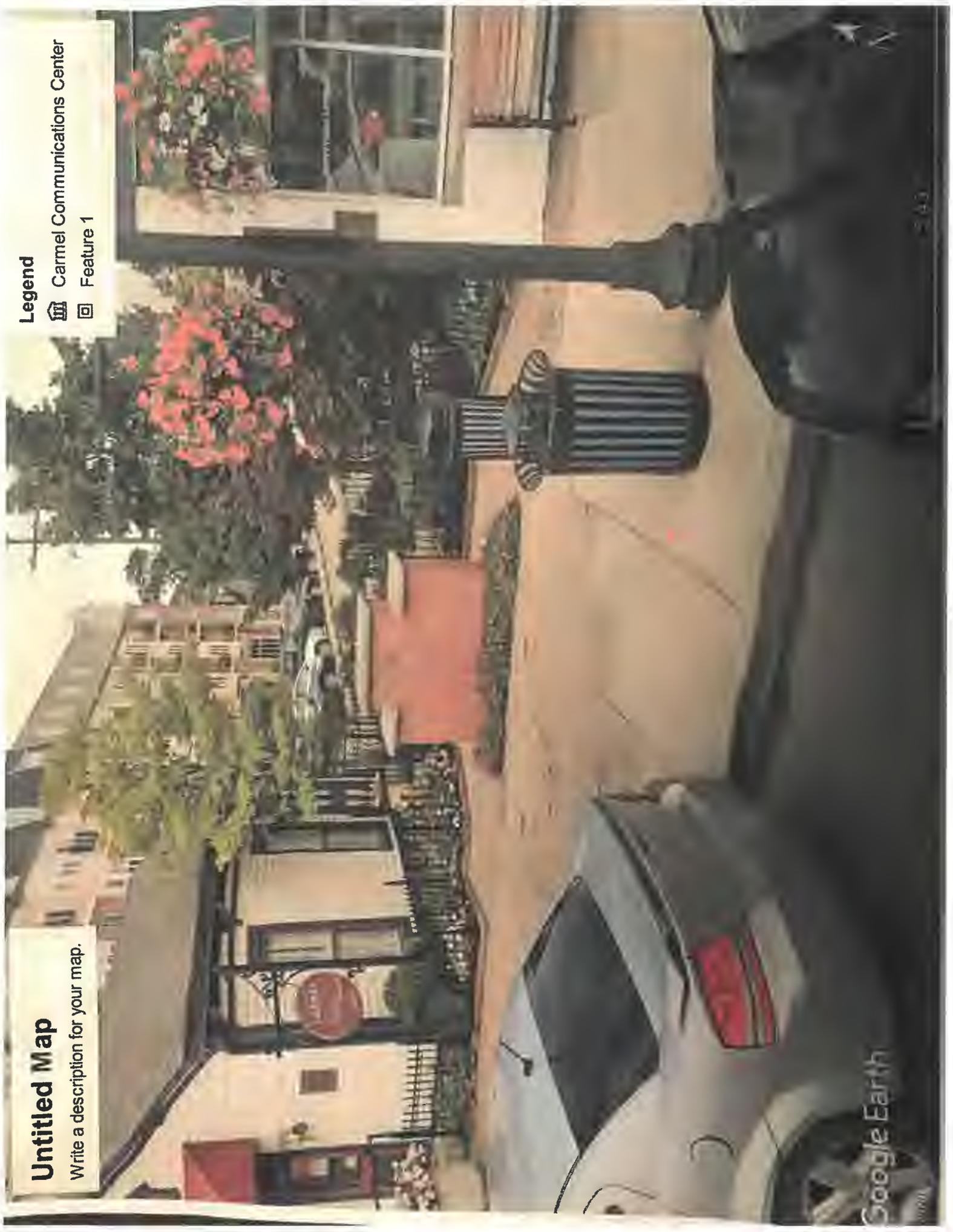
Special Conditions: \_\_\_\_\_

# Untitled Map

Write a description for your map.

## Legend

-  Carmel Communications Center
-  Feature 1



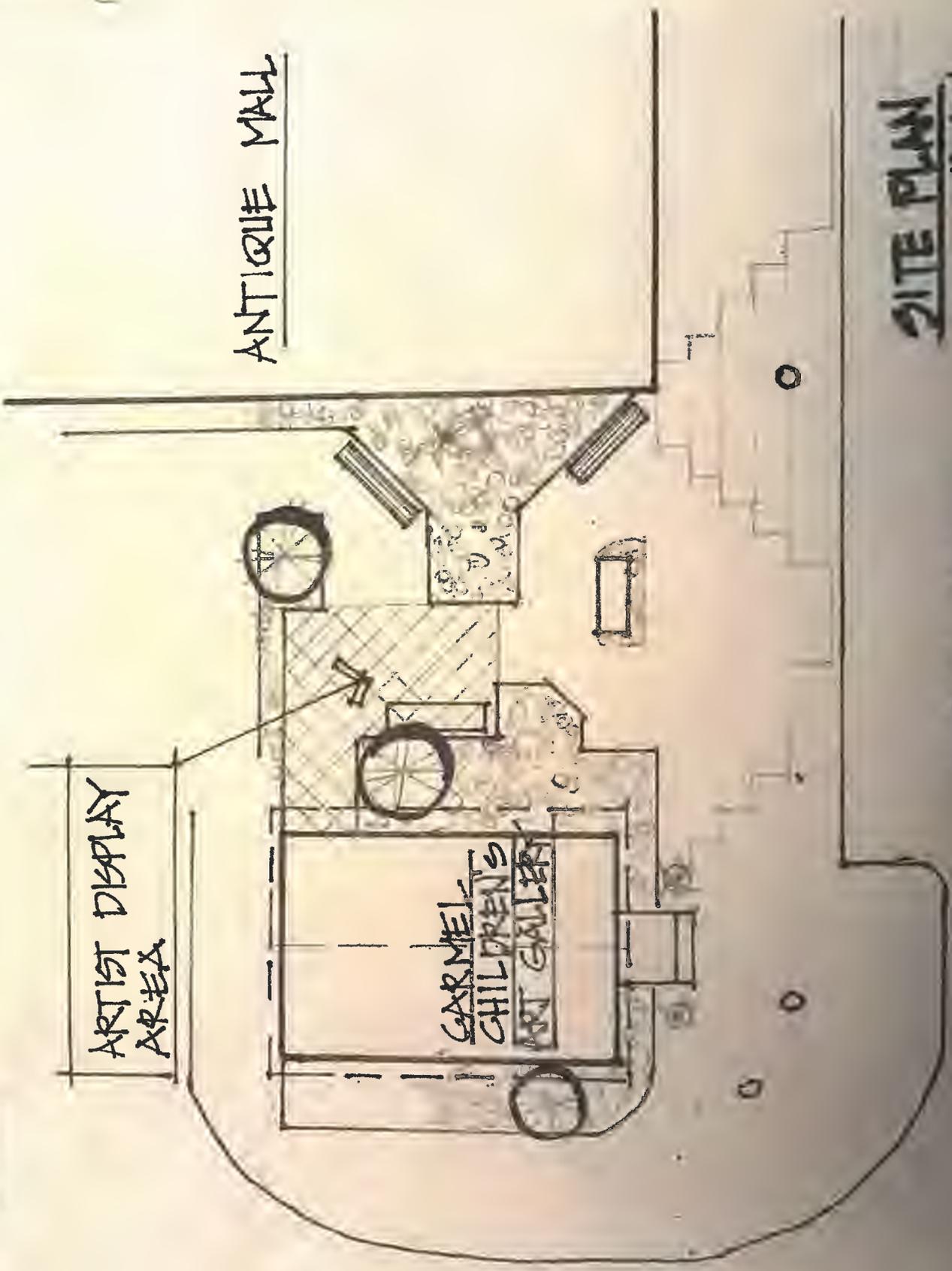
ARTIST DISPLAY  
AREA

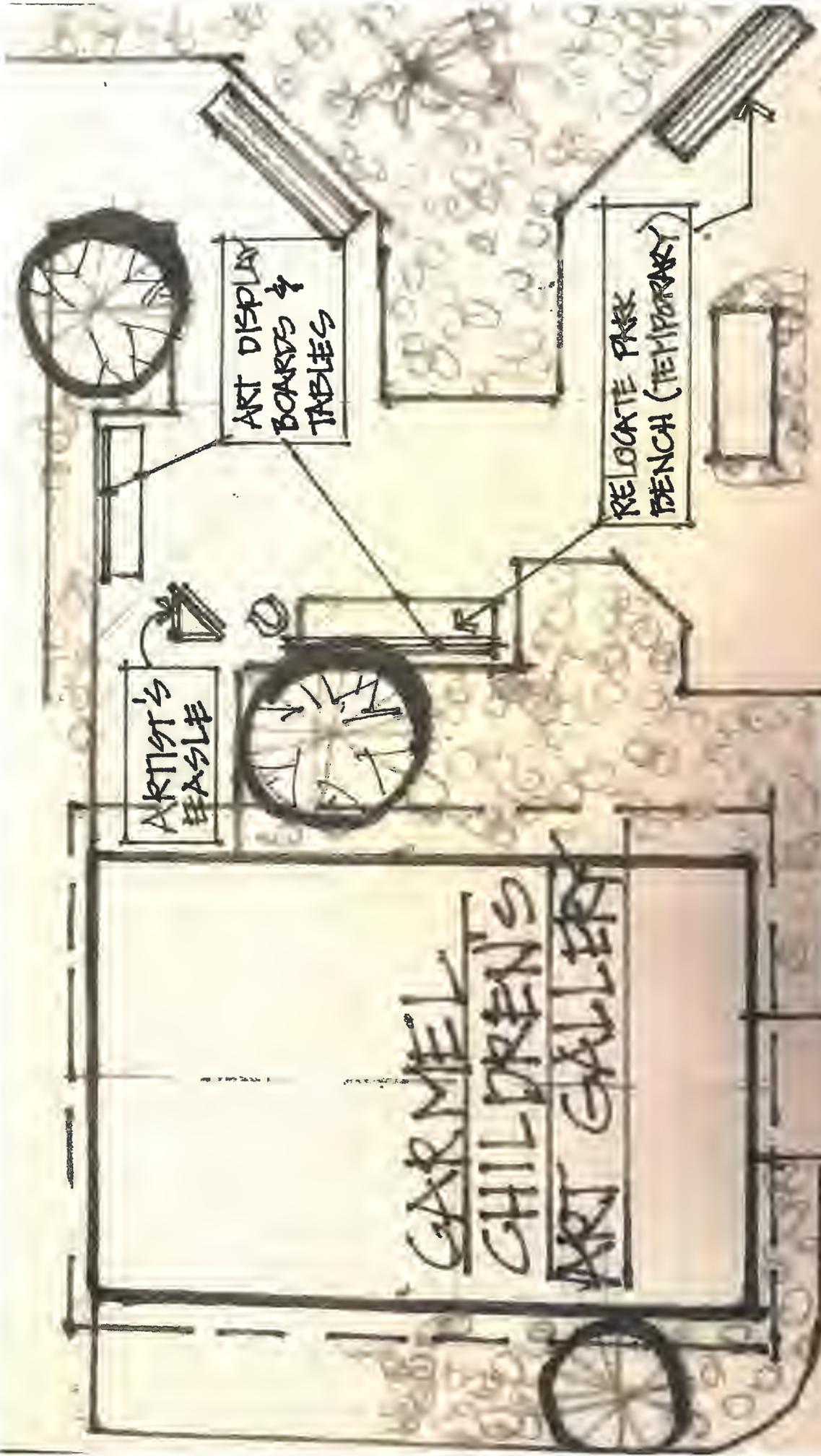
ANTIQUUE MALL

GARMEL  
CHILDREN'S  
ART GALLERY

SITE PLAN  
1" = 10'

W. MAIN STREET





ARTIST'S  
EASLE

ART DISPLAY  
BOARDS &  
TABLES

RELOCATE PARK  
BENCH (TEMPORARY)

CARMEL  
CHILDREN'S  
ART GALLERY

SITE PLAN  
1" = 5'





Mayor OK'd

JACOB 7-8  
BPW 7-15

REVIEWED VIA EMAIL

CRED OK Parcell  
CFD OK  
CPD OK Keith  
ENG A

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Kelly

Email kellybrown811@gmail.com

Phone Number: 3133783136

Cell Number:

Address Street Address  
10851 Independence Way  
Address Line 2  
City Carmel State / Province / Region IN  
Postal / Zip Code 46032 Country United States

Name/Organization:

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Graduation Party Block Party

Event Date 7/18/2020 End Date 7/18/2020

Number of People Expected: 100

Set-Up Start time 10:00:00 AM

Tear Down End Time 05:00:00 AM

Event Start time:  
11:00:00 AM

Event end time:  
03:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.  
 YES  
 NO

Description of Event: Provide a brief description of event  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)  CENTER GREEN  
 CIVIC SQUARE FOUNTAIN AREA  
 CIVIC SQUARE GAZEBO  
 JAPANESE GARDEN  
 MONON & MAIN PLAZA  
 MIDTOWN PLAZA - Events must be free and open to the public.  
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.  
 SOPHIA SQUARE  
 Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:  ELECTRICITY  
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO  
 JAMES BUILDING RESTROOMS (CENTER GREEN)  
 N/A  
 Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:  VENDORS PRESENT  
 FOOD SERVED  
 ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.  
 N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

### EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

#### Stage

Size of Stage

- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

#### Bounce House

N/A

Other

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Independence Way - not the entire street, just on the side of our house...10851  
Independence Way (The Weston's)  
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.  
map.png 1.88MB

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure We will have little kids running around and want to make sure they stay safe!

### SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Kelly Brown  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

10851 Independence Way  
Address of Organization/Applicant

6/5/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

Brigade Cir

Vanguard Cir

Independence Way

Constitution Dr

Dr

Shelborne Ct

Shelborne Ct

Putnam Pl

Independence Way

Weston Dr

Independence Way

Independence Way





Independence

Independence Way

Weston Dr

Weston Dr

Weston Dr

Vanguard Cir  
Vanguard Cir

en Dr

Dr

Midtown Stage

CITY OF CARMEL, INDIANA
SPECIAL EVENT/FACILITY USE REQUEST FORM

Please read the City of Carmel Special Event/Facility Use Public Policy thoroughly.

City of Carmel Use Only

Approvals via email

CRED [Signature] 7-1-20

CFD Sutton O

CPD Keith O

ENGR NA-OK

(Engr only if required for street use)

CONTACT INFORMATION:

Contact Person: Todd Oliver

Email Address: todd@carmelmarathon.com

Home Phone:

Cell Phone: 317.407.8489

Address: 3575 Inverness Blvd

City, State, Zip: Carmel, IN 46032

Name/Organization: Carmel Marathon / Carmel Road Racing Group

For-Profit Organization: XXX

Non-Profit Organization:

Individual:

Do you reside or are you located within the Carmel city limits? Yes XX No

Event/Use Purpose: 10th Anniversary Carmel Marathon (NEW DATE BECAUSE OF COVID-19)

Date(s) Requested: Saturday, October 17th

Number of people expected? 3200

Total time needed (including set up and tear down) FROM 6:30 AM a.m./p.m. TO 12:30 PM a.m./p.m.

Event start time: 8:00 AM a.m./p.m. Event end time: 12:00 PM a.m./p.m.

Rehearsal Date: N/A FROM: a.m./p.m. TO: a.m./p.m.

Will a fee be charged for the event? Yes X No (If yes, please describe in narrative below.)

PROVIDE A BRIEF DESCRIPTION OF THE EVENT: (Attach additional pages if needed.)

The 10th anniversary event needed to be postponed due to COVID-19. The proposed October date is our last ditch effort to stage the event in 2020. Because of industry challenges of multiple marathon events in the fall, the Carmel Marathon event will be downsized for October. Currently the event stages four event distances attracting 4,600 participants. For the October event, the event will only stage three event distances attracting 3,200 participants. The distance dropped will be the marathon distance. The reason for this is the October 17th lands between the Chicago and the Indianapolis marathons (the 3rd and 17th largest in the US). We will offer special packages for the marathoners for our 2021 date. The revised format will open the streets 3 hours faster and will require less resources than normal. This allows the event to stay active and memorable for the running community

CITY FACILITY(S) REQUESTED:

X Center Green

Civic Square Fountain Area

Civic Square Gazebo

Japanese Garden

X Monon & Main Plaza

X Midtown Plaza (Available June 1, 2019)

Reflecting Pool (Please note that Veteran's Plaza is not available for rent.)

Sophia Square

**SPECIAL REQUESTS:**

- Electricity
- Fountain Restroom (Fountain/Gazebo)
- James Building Restrooms (Center Green)
- Other \_\_\_\_\_

**VENDORS:** (See City of Carmel Facility Use Policy)

- Vendors present
- Food served
- Alcohol served

**CITY SERVICES NEEDED:** (See City of Carmel Facility Use Policy)

- Emergency Medical Services (EMS)
- Traffic Control
- Onsite Security
- Barricades
- Extra Trash Receptacles

**EVENT SET UP:** (See City of Carmel Facility Use Policy)

- Stage; Size \_\_\_\_\_
- Tent(s); Size \_\_\_\_\_
- Bounce House
- Other The City's mobile stage for the Awards Ceremonies. Stage would be parked by Carter Green

**Name and phone number of merchant(s) doing set up:**

\_\_\_\_\_

**STREET(S) REQUESTED:** (See City of Carmel Facility Use Policy) **An easy to read, color map of the area is required with submission.**

**Neighborhood Name/Streets to be Closed** (include addresses as appropriate)

See course maps attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Type of Closure:**

- Rolling closure
- Total closure
- Lane restrictions Most lanes the participants will be sharing the road with traffic protected by cones
- Other \_\_\_\_\_

**SECURITY DEPOSIT AND FEE:** (See City of Carmel Facility Use Policy)

**A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at [www.govpaynow](http://www.govpaynow), PLC # A0026j, calling the GovPay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City Hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

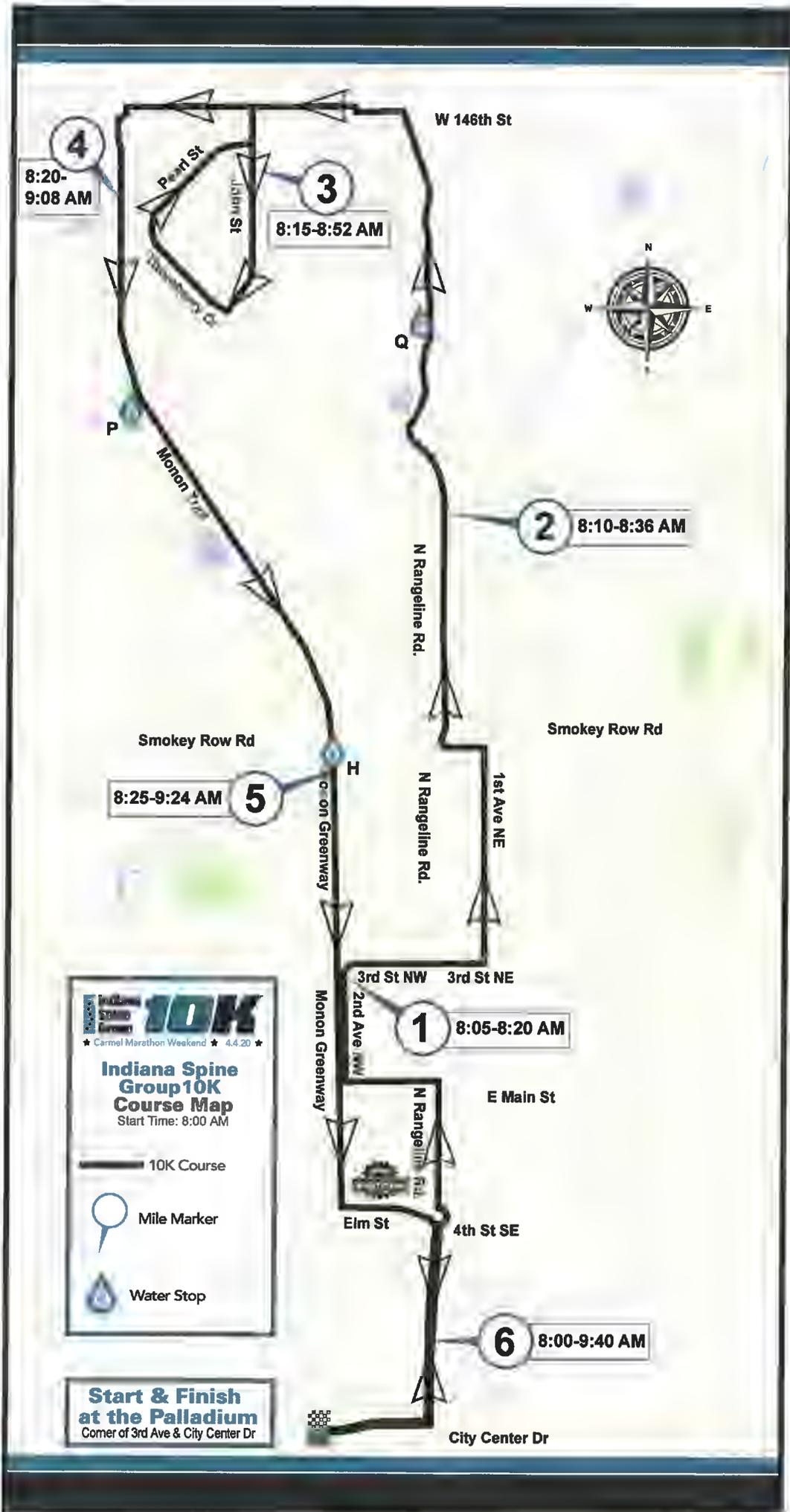
**DISCLAIMER:**

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**Application Checklist (for use by City of Carmel):**

- Application completed in full.
- Event narrative description included.
- Maps attached, if applicable.
- Vendor list attached, if applicable.
- Security deposit or event fee received.
- Certificate of Insurance received.
- Communication plan to residents and/or businesses and/or copy of email correspondence to affected parties received.
- HOA approval received.
- Applicable permit or approval copies received:
  - Hamilton County Health Department
  - Hamilton County Sheriff
  - City of Carmel Fire Marshal
  - City of Carmel Police Department
  - Carmel Clay Parks & Recreation

10-17-20  
Carmel  
Marathon



Smokey Row Rd

Smokey Row Rd

8:10-8:42 AM

2

H

Monon Greenway

1st Ave NE



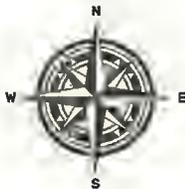
3rd St NW

3rd St NE

2nd Ave NW

1

8:05-8:20 AM



W Main St

E Main St

Monon Greenway

N Rangeline Rd.

Elm St

4th St SE

MIDTOWN

**Indiana Members Credit Union 5K Course Map**

Start Time: 8:00 AM

 5K Course

 Mile Marker

 Water Stop

8:16-9:04 AM

3

**Start & Finish at the Palladium**

Corner of 3rd Ave & City Center Dr

City Center Dr



**Start & Finish at the Palladium**  
 Corner of 3rd Ave & City Center Dr

**MAP KEY**

Half Marathon Course & First Half of the Marathon Course

Mile Markers

**Carmel Half Marathon Course Map**  
 New Start Time: 8:00 AM

# Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Carmel Road Racing Group / Todd Oliver  
Name of Organization/Applicant



Signature of Authorized Agent/  
Applicant

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

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

Todd Oliver / President  
Printed Name and Title (If applicable)

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

3575 Inverness Blvd, Carmel IN 46032  
Address of Organization/Applicant

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

Date: 4/29/2020

ATTEST:

Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

Special Conditions: \_\_\_\_\_

Deposit

JACOB 7-8  
BPW 7-15



**CITY OF CARMEL** REVIEWED VIA EMAIL

CRED OK with OK w social distancing  
CFD \_\_\_\_\_  
CPD OK Keith  
ENG A

INFORMATION

(only if needed for street use)

### SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

Contact Person Kristina Cook

Email bedachou@gmail.com

Phone Number: 3175077126

Cell Number:

Address Street Address  
5545 Bertha Street  
Address Line 2

City Indianapolis State / Province / Region IN  
Postal / Zip Code 46241 Country United States

Name/Organization: Private Event

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Small wedding ceremony. (Either July 25 or 26.)

Event Date 7/25/2020 7-26-20 End Date 7/26/2020

Number of People Expected: 40

Set-Up Start time 03:00:00 PM

Tear Down End Time 05:00:00 PM

Event Start time:  
04:00:00 PM

Event end time:  
04:45:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Small family gathering for a wedding ceremony.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES  
NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

### EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

### SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Kristina Cook  
Name of Organization/Applicant

\*

*Kristina Cook*

Signature of Authorized Agent/Applicant

Kristina Cook  
Printed Name and Title (If applicable)

5545 Bertha Street, Indianapolis, IN 46241  
Address of Organization/Applicant

7/7/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED P  
CFD Sutton OK  
CPD OK Keith E-30-20  
ENG A

(only if needed for street use)

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

Contact Person Ann Gallagher

Email agallagher@carmel.in.gov

Phone Number: 3175712720

Cell Number: 3176959708

Address Street Address  
3 Civic Square  
Address Line 2  
City Carmel State / Province / Region Indiana  
Postal / Zip Code 46032 Country United States

Name/Organization: Carmel Police Dept

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Police Memorial Service

Event Date 5/5/2021 End Date 5/5/2021

Number of People Expected: 300

Set-Up Start time 08:00:00 AM

Tear Down End Time 09:00:00 PM

Event Start time:  
07:00:00 PM

Event end time:  
09:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.  
 YES  
 NO

Description of Event: Provide a brief description of event  
Police Memorial Service  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)  CENTER GREEN  
 CIVIC SQUARE FOUNTAIN AREA  
 CIVIC SQUARE GAZEBO  
 JAPANESE GARDEN  
 MONON & MAIN PLAZA  
 MIDTOWN PLAZA - Events must be free and open to the public.  
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.  
 SOPHIA SQUARE  
 Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:  ELECTRICITY  
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO  
 JAMES BUILDING RESTROOMS (CENTER GREEN)  
 N/A  
 Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:  VENDORS PRESENT  
 FOOD SERVED  
 ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.  
 N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure

**SECURITY DEPOSIT AND FEE:**

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Carmel Police Dept  
Name of Organization/Applicant

\*

*Ann Gallagher*

Signature of Authorized Agent/Applicant

Ann Gallagher  
Printed Name and Title (If applicable)

3 Civic Square  
Carmel, In 46032  
Address of Organization/Applicant

3/19/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



Mayor Approved

JACOB -8  
BPW 7-15

REVIEWED VIA EMAIL

CRED Purcell  
CFD OK  
CPD OK  
ENG A

(only if needed for street use)

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

### CONTACT INFORMATION:



**Contact Person** Ann Gallagher

**Email** agallagher@carmel.in.gov

**Phone Number:** 3175712720

**Cell Number:** 317 6959708

**Address**

Street Address	3 CIVIC SQ	
Address Line 2		
City	Carmel	State / Province / Region
		Indiana
Postal / Zip Code	46032	Country
		United States

**Name/Organization:** Carmel Police Department

**Organization Type:** Non-Profit Organization

**Residency/Location:** Do you reside or are you located within the Carmel city limits?  
 **Yes**  
 **No**

**Event/Job Purpose:** National Night Out moved from August 4th to Tuesday October 6th,

<b>Event Date</b>	<b>End Date</b>
10/6/2020	10/6/2020

**Number of People Expected:** 200

**Set-Up Start time** 11:00:00 AM

**Tear Down End Time** 08:30:00 PM

Event Start time:  
04:00:00 PM

Event end time:  
08:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police, fire and neighbors together under positive circumstances. The state of Texas and select areas celebrate the first Tuesday in October. Due to the COVID-19 pandemic, we are strongly recommending that all National Night Out 2020 areas celebrate on October 6th, the first Tuesday in October.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

**CITY SERVICES NEEDED: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

n/a

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

- Bounce House** *OK without bounce house*
- N/A**
- Other**

Party Time rental

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED**



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure
  - Total closure
  - Lane restrictions - explain below
  - Other - explain below
  - N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

#### SECURITY DEPOSIT AND FEE:



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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Carmel Police Department  
Name of Organization/Applicant

\*

*Ann Gallagher*

Signature of Authorized Agent/Applicant

Ann Gallagher Community Resource  
Specialist  
Printed Name and Title (If applicable)

3 CIVIC SQ  
Address of Organization/Applicant

4/30/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

# CITY OF CARMEL, INDIANA SPECIAL EVENT/FACILITY USE REQUEST FORM

Please read the City of Carmel Special Event/Facility Use Public Policy thoroughly.

City of Carmel Use Only - ac 3/11  
 Approvals via email BPD 3/18  
 CRED K Purcell --1-20  
 CFD K ut --1-20  
 CPD OK 2-2-20  
 ENGR r K 2-24-20  
 (Engr only if required for street use)

## CONTACT INFORMATION:

Contact Person: Todd Oliver Email Address: todd@carmelmarathon.com  
 Home Phone: \_\_\_\_\_ Cell Phone: 317.407.8489  
 Address: 3575 Inverness Blvd  
 City, State, Zip: Carmel, IN 46032

Name/Organization: Carmel Road Racing Group

For-Profit Organization:  Non-Profit Organization: \_\_\_\_\_ Individual: \_\_\_\_\_

Do you reside or are you located within the Carmel city limits? Yes  No \_\_\_\_\_

Event/Use Purpose: 2020 Donut 5K - street closures

Date(s) Requested: December 19, 2020

Number of people expected? 2,200

Total time needed (including set up and tear down) FROM 8:30 9:00 AM a.m./p.m. TO 9:40 10:15 AM a.m./p.m.

Event start time: 8:30 9:00 AM a.m./p.m. Event end time: 9:40 10:15 AM a.m./p.m.

Rehearsal Date: N/A FROM: \_\_\_\_\_ a.m./p.m. TO \_\_\_\_\_ a.m./p.m.

Will a fee be charged for the event? Yes  No \_\_\_\_\_ (If yes, please describe in narrative below.)

**PROVIDE A BRIEF DESCRIPTION OF THE EVENT:** (Attach additional pages if needed.)  
The Donut 5K has become Carmel's third largest running event of the year as a holiday tradition for runners and walkers. The 2019 event sold out at 2,500 and attracted participants from 21 states as they chose to fit fitness in during the Holidays. Event benefits local animal rescues and dogs are allowed to join on a 4ft leash. Carmel Racquet Club will again serve as the Host Venue as all participants are welcome inside over six indoor tennis courts for the fun.

## CITY FACILITY(S) REQUESTED:

- Center Green
- Civic Square Fountain Area
- Civic Square Gazebo
- Japanese Garden
- Monon & Main Plaza
- Midtown Plaza (Available June 1, 2019)
- Reflecting Pool (Please note that Veteran's Plaza is not available for rent.)
- Sophia Square

**SPECIAL REQUESTS:**

- Electricity
- Fountain Restroom (Fountain/Gazebo)
- James Building Restrooms (Center Green)
- Other \_\_\_\_\_

**VENDORS:** (See City of Carmel Facility Use Policy)

- Vendors present
- Food served
- Alcohol served

**CITY SERVICES NEEDED:** (See City of Carmel Facility Use Policy)

- Emergency Medical Services (EMS)
- Traffic Control
- Onsite Security
- Barricades
- Extra Trash Receptacles

**EVENT SET UP:** (See City of Carmel Facility Use Policy)

- Stage; Size \_\_\_\_\_
- Tent(s); Size \_\_\_\_\_
- Bounce House
- Other \_\_\_\_\_

**Name and phone number of merchant(s) doing set up:**

\_\_\_\_\_

**STREET(S) REQUESTED:** (See City of Carmel Facility Use Policy) **An easy to read, color map of the area is required with submission.**

**Neighborhood Name/Streets to be Closed** (include addresses as appropriate)

See attached \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Type of Closure:**

- Rolling closure
- Total closure
- Lane restrictions \_\_\_\_\_
- Other \_\_\_\_\_

**SECURITY DEPOSIT AND FEE:** (See City of Carmel Facility Use Policy)

**A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at [www.govpaynow](http://www.govpaynow), PLC # A0026j, calling the GovPay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City Hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)



# Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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Approved this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

**Carmel Road Racing Group**  
Name of Organization/Applicant

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

  
Signature of Authorized Agent/  
Applicant

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

**Todd Oliver / President**  
Printed Name and Title (If applicable)

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

**3575 Inverness Blvd, Carmel 46032**  
Address of Organization/Applicant

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

Date: January 15, 2020

ATTEST:  
  
Christine S. Pauley, Clerk-Treasurer  
Date: \_\_\_\_\_

Special Conditions: \_\_\_\_\_



Gazebo

Mayor Approved  
REVIEWED VIA EMAIL

JACOB 7-8  
BPW -1

CRED Lurcell OK  
CFD 0  
CPD Keith OK  
ENG A

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact: Bill Dorsch  
Email: mbdorsch@sbcglobal.net  
Phone Number: 3178431247  
Cell Number: 317-9199993  
Address: Street Address  
11931 Rolling Springs Drive  
Address Line 2  
City: Carmel State / Province / Region: IN  
Postal / Zip Code: 46033 Country: US

Name/Organization: Palladium Ushers Dinner Group  
Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Dinner under the Gazebo roof in case of rain.

Event Date: 6/23/2020 End Date: 6/23/2020

Number of People Expected: 16

Set-Up Start time: 05:00:00 PM

Tear Down End Time: 08:00:00 PM

Event Start time:  
05:30:00 PM

Event end time:  
08:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

16 present and former Palladium ushers get together once a month for dinner, normally at a restaurant. But with the current COVID 19 situation we decided to have a dinner picnic out in the open and we're hoping to have it at the Gazebo in Carmel. Everyone will bring their own food, drink, tables, chairs, and protective devices with social distancing practiced. We will all chip in to clean up the area when finished.

Note: If the 23rd of June is not available, how about Tuesday, July 21, 2020.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

**CITY SERVICES NEEDED: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed      Include addresses as appropriate

UPLOAD MAP      An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure
  - Total closure
  - Lane restrictions - explain below
  - Other - explain below
  - N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

#### SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Palladium Ushers Group  
Name of Organization/Applicant

\*

*William J. Dorsch*

Signature of Authorized Agent/Applicant

William J. Dorsch  
Printed Name and Title (If applicable)

11831 Rolling Springs Drive  
Carmel, IN 46033  
Address of Organization/Applicant

6/2/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

## APPLICATION CHECKLIST (for use by City of Carmel)

---

- |   |   |
|---|---|
| Checklist                                     | <input type="checkbox"/> Application completed in full  |
|   | <input type="checkbox"/> Event narrative description included   |
|   | <input type="checkbox"/> Maps attached, if applicable   |
|   | <input type="checkbox"/> Vendor list attached, if applicable  |
|   | <input type="checkbox"/> Security deposit or event fee received   |
|   | <input type="checkbox"/> Certificate of Insurance received  |
|   | <input type="checkbox"/> Communication plan to residents and/or businesses and/or copy of email correspondence to affected parties received |
|   | <input type="checkbox"/> HOA approval received  |
| Applicable permit or approval copies received | <input type="checkbox"/> Hamilton County Health Department  |
|   | <input type="checkbox"/> Hamilton County Sheriff  |
|   | <input type="checkbox"/> City of Carmel Fire Marshal  |
|   | <input type="checkbox"/> City of Carmel Police Department   |
|   | <input type="checkbox"/> Carmel Clay Parks & Recreation   |



Deposit

Mayor OK

JACOB -8  
BPW 7-15

CITY OF CARMEL

Gazebo

REVIEWED VIA EMAIL

CRED OK Purcell  
CFD OK Sutton  
CPD OK ei  
ENG NA

(only if needed for street use)

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

### CONTACT INFORMATION:



Contact Person: Diane Ebert

Email: ebert7514@yahoo.com

Phone Number: 5708156321

Cell Number:

Address	Street Address	State / Province / Region
	105 east adams street	
	Address Line 2	
	City	In
	Kirclin	
	Postal / Zip Code	Country
	46050	Clinton

Name/Organization:

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: Baby shower

Event Date

7/12/2020

End Date

7/12/2020

Number of People Expected: 50

Set-Up Start time: 12:00:00 PM

Tear Down End Time: 04:00:00 PM

Event Start time:  
12:00:00 PM

Event end time:  
02:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YE

NO

Description of Event:

Provide a brief description of event

Baby shower

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

### EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

#### Stage

Size of Stage

- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

#### Bounce House

N/A

#### Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

#### UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below.

Further Info for type of  
closure

### SECURITY DEPOSIT AND FEE:



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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Diane Ebert  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Diane Ebert  
Printed Name and Title (If applicable)

Address of Organization/Applicant

5/27/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



CITY OF CARMEL

Gazebo

REVIEWED VIA EMAIL

JACOB ~~48~~ 7-8  
BPW ~~475~~ 7-15

CRED O'connor OK 7-1-20  
CFD Sutton OK 3-7-20  
CPD 3-17-20 Keith OK  
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Darren Guetig | Rebecca Kraus

Email: guetigdarren@gmail.com

Phone Number: 8126207607

Cell Number: 8126207607

Address: Street Address  
6306 Peacemaker Lane  
Address Line 2  
City: Noblesville State / Province / Region: IN  
Postal / Zip Code: 46062 Country: United States

Name/Organization: Wedding Ceremony

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: We would love to have our wedding ceremony at the gazebo in Carmel.

Event Date: 8/1/2020 End Date: 8/1/2020

Number of People Expected: 200

Set-Up Start time: ~~04:00:00 PM~~ 8:00 am

Tear Down End Time: 07:00:00 PM

Event Start time:  
05:00:00 PM

Event end time:  
06:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

My fiance and I would love to get married under the gazebo in Carmel for a nice outdoor setting. Thanks so much

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

**CITY SERVICES NEEDED: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

- Stage**  
Size of Stage
- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

- Bounce House**
- N/A**
- Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure

## SECURITY DEPOSIT AND FEE:

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Darren Guetig  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Darren Guetig  
Printed Name and Title (if applicable)

6306 Peacemaker Lane Noblesville Indiana 46062  
Address of Organization/Applicant

3/16/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



Street close

Mayor OK

JACOB 7-8  
BPW 7-15

REVIEWED VIA EMAIL

CRED Purcell-O'Connor O  
CFD Sutton OK  
CPD Keitt  
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Mark Brewer

Email: mbrewer@carmel.in.gov

Phone Number:

Cell Number: 3174603498

Address: Street Address  
One Civic Square  
Address Line 2  
City: Carmel State / Province / Region: Indiana  
Postal / Zip Code: 46032 Country: United States

Name/Organization: City of Carmel

Organization Type: Non-Profit Organization

Residency/Location: Do you  or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Hoagy Carmichael sculpture unveiling

Event Date: 7/9/2020 End Date: 7/9/2020

Number of People Expected:

Set-Up Start time: 01:00:00 PM

Tear Down End Time: 03:00:00 AM

Event Start time:  
02:00:00 PM

Event end time:  
02:30:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Unveiling of the Hoagy Carmichael sculpture located at City Center and 3rd Ave.  
We will need to close the north and south bound traffic on 3rd Avenue just south of  
the roundabout at City Center so that we can close the arms that come down on  
3rd Avenue.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

**CITY SERVICES NEEDED:** Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP:** Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

- Tent(s)** – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

**Bounce House**

N/A

**Other**

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed: North and south bound lanes of traffic on 3rd Avenue just south of the roundabout at City Center to Carter Green drive. Include addresses as appropriate

UPLOAD MAP: An easy to read, color map of the area is required with submission.  
Hoagy Carmichael event closure.png 891.6KB

- Type of Closure:
- Rolling closure
  - Total closure
  - Lane restrictions - explain below
  - Other - explain below
  - N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure We will need to close the north and south bound lanes of traffic on 3rd Avenue just south of the roundabout at City Center to the Carter Green drive, so that we can close the arms that come down on 3rd Avenue.

## SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT

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City of Carmel  
Name of Organization/Applicant

\*

*Melanie Brewer*

Signature of Authorized Agent/Applicant

Melanie Brewer  
Printed Name and Title (if applicable)

One Civic Square  
Address of Organization/Applicant

6/23/2020  
Date

GO TO SUBMIT TAB AND CLICK ON SUBMIT

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_





# CITY OF CARMEL

Holiday Trolley 11/27

REVIEWED VIA EMAIL

CRED Purcell OK 3-24-20  
CFD Sutton OK 2-19-20  
CPD Keith 3-20-20 JL  
ENG NA

C (only if needed for street use)

## INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

Contact Person City of Carmel - Meg Gates Osborne

Email Meg@MegPromo.com

Phone Number: 3175907522

Cell Number: 3175907522

Address Street Address  
1 Civic Square  
Address Line 2  
City Carmel State / Province / Region IN  
Postal / Zip Code 46032 Country

Name/Organization: The City of Carmel

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Carmel Holiday Trolley

Event Date 11/27/2020

End Date 12/19/2020

Nov. Dates  
11-27 5-9 pm  
11-28 2-9 pm

Number of People Expected: 7,000

Dec. Dates  
12-4 5-9 pm  
12-5 2-9 pm  
12-11 5-9 pm  
12-12 2-9 pm  
12-18 5-9 pm  
12-19 2-9 pm

Set-Up Start time

Tear Down End Time

Event Start time: 5 pm  
2 pm

Event end time: 9 pm Friday  
9 pm Saturday

Rehearsal  NA

Rehearsal Date:

Rehearsal Start Time:

Rehearsal End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

- YES  
 NO

Description of Event: Provide a brief description of event  
Carmel Holiday Trolley

Friday - 5-9 pm  
Saturday 2-9 pm

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN  
 CIVIC SQUARE FOUNTAIN AREA  
 CIVIC SQUARE GAZEBO  
 JAPANESE GARDEN  
 MONON & MAIN PLAZA  
 MIDTOWN PLAZA - Events must be free and open to the public.  
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.  
 SOPHIA SQUARE  
 Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY  
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO  
 JAMES BUILDING RESTROOMS (CENTER GREEN)  
 N/A  
 Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed  
20

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

10 x 10

Size of Tent (s)

Bounce House

N/A

Other

Party Time

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed  
Include addresses as appropriate

UPLOAD MAP  
An easy to read, color map of the area is required with submission.



# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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City of Carmel - Meg Gates Osborne  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Meg Gates Osborne  
Printed Name and Title (if applicable)

1 Civic Square  
Carmel IN 46032  
Address of Organization/Applicant

2/18/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



CITY OF CARMEL

Gazebo

PD

Mayor Approved

REVIEWED VIA EMAIL Retro BPW

JACOB 7-8  
BPW -15

CRED Purcell OK  
CFD Sutton OK  
CPD Veith OK  
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Beth Larson

Email balarson94@gmail.com

Phone Number: 3175046942

Cell Number:

Address Street Address  
4618 Brookshire Pkwy  
Address Line 2  
City Carmel State / Province / Region IN  
Postal / Zip Code 46033 Country US

Name/Organization: Beth Larson

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Wedding ceremony with immediate family present due to having to postpone wedding due to COVID-19.

Event Date 6/20/2020 End Date 6/20/2020

Number of People Expected: 18

Set-Up Start time 03:00:00 PM

Tear Down End Time 04:30:00 PM

Event Start time:  
03:30:00 PM

Event end time:  
04:00:00 PM

Rehearsal  NA

Rehearsal Date: 6/19/2020

Rehearsal Start Time: 04:00:00 PM

Rehearsal End Time: 05:00:00 PM

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.  
 YES  
 NO

Description of Event: Provide a brief description of event  
Wedding ceremony with immediate family only.  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)  CENTER GREEN  
 CIVIC SQUARE FOUNTAIN AREA  
 CIVIC SQUARE GAZEBO  
 JAPANESE GARDEN  
 MONON & MAIN PLAZA  
 MIDTOWN PLAZA - Events must be free and open to the public.  
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.  
 SOPHIA SQUARE  
 Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:  ELECTRICITY  
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO  
 JAMES BUILDING RESTROOMS (CENTER GREEN)  
 N/A  
 Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:  VENDORS PRESENT  
 FOOD SERVED  
 ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.  
 N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES  
NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

### EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

N/A

**Other**

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

### SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Beth Larson  
Name of Organization/Applicant

\*

*Beth Larson*

Signature of Authorized Agent/Applicant

Dr. Beth Larson  
Printed Name and Title (If applicable)

4618 Brookshire Pkwy Carmel, IN 46033  
Address of Organization/Applicant

5/4/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

Mayor  
Approved

Jacob 7-8  
BPW 7-15



## CITY OF CARMEL, INDIANA

CRED - OK Parcell  
CFD - OK Sutton  
CPP - OK Keith

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

### CONTACT INFORMATION:

Contact Person: Walter Lutz

Email: walt333@gmail.com

Phone Number: 3175014713

Cell Number: 3175014713

Address: Street Address  
111 East 106th Street  
Address Line 2  
City: Indianapolis  
State / Province / Region: Indiana  
Postal / Zip Code: 46280  
Country

Name/Organization: Walter & Jaema

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: Wedding Ceremony for 20 people. We had our wedding canceled just this weekend due to the threat of COVID-19 and we are trying to still get married on the date that we printed all of our information on. We are out of options and are trying to have a small ceremony just with our immediate families, dropping our wedding guest list from 175 to 20. We don't need the space for very long, a quick set-up and quick tear down for about a 30 min ceremony. If you could help us in any way possible we would be forever indebted.

Event Date:

6/13/2020

End Date:

6/13/2020

Number of People Expected: 20

Set-Up Start time 12:00:00 PM

Tear Down End Time 05:00:00 PM

Event Start time:

Event end time:

Rehearsal  NA

Rehearsal Date: 6/12/2020

Rehearsal Start Time: 06:00:00 PM

Rehearsal End Time: 07:00:00 PM

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Wedding Ceremony for 20 people. We had our wedding canceled just this weekend due to the threat of COVID-19 and we are trying to still get married on the date that we printed all of our information on. We are out of options and are trying to have a small ceremony just with our immediate families, dropping our wedding guest list from 175 to 20. We don't need the space for very long, a quick set-up and quick tear down for about a 30 min ceremony. If you could help us in any way possible we would be forever indebted.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

**CITY SERVICES NEEDED: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure
  - Total closure
  - Lane restrictions - explain below
  - Other - explain below
  - N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

#### SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

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Walter Lutz  
Name of Organization/Applicant

\*

*Walter Lutz*

Signature of Authorized Agent/Applicant

Walter Lutz  
Printed Name and Title (If applicable)

111 East 106th Street  
Address of Organization/Applicant

5/11/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



CITY OF CARMEL

REVIEWED VIA EMAIL

JACOB 7-8  
BPW 7-15

8/8 Chinese Mooncake Fest.

CRED Parrell OK 3-9-20  
CFD Sutton OK 2-19-20  
CPD Keith 2-20-20  
ENG KA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person: Meg Gates Osborne  
Email: Meg@MegPromo.com  
Phone Number: 3175907522  
Cell Number: 3175907522  
Address: Street Address: 1 Civic Square, Address Line 2: Carmel, City: Carmel, State / Province / Region: IN, Postal / Zip Code: 46032, Country: IN

Name/Organization: City of Carmel Chinese Mooncake Festival

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Celebrate the Chinese Mooncake Legend

Event Date: 8/8/2020, End Date: 8/8/2020

Number of People Expected: 2,000

Set-Up Start time: 02:00:00 PM

Tear Down End Time: 10:00:00 PM

Event Start time:  
06:30:00 PM

Event end time:  
08:30:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.  
 YES  
 NO

Description of Event: Provide a brief description of event  
Celebrate Chinese Mooncake Legend  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

#### CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S)
- CENTER GREEN
  - CIVIC SQUARE FOUNTAIN AREA
  - CIVIC SQUARE GAZEBO
  - JAPANESE GARDEN
  - MONON & MAIN PLAZA
  - MIDTOWN PLAZA - Events must be free and open to the public.
  - REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
  - SOPHIA SQUARE
  - Other

#### SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ELECTRICITY
  - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
  - JAMES BUILDING RESTROOMS (CENTER GREEN)
  - N/A
  - Other

#### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

#### CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

30

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

To Be Determined

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

10 x 10

Size of Tent (s)

**Bounce House**

**N/A**

**Other** Carmel Mobile Libray

Party Time

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below.

Further Info for type of closure To be added at later date

## SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

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# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

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City of Carmel - Meg Gates Osborne  
Name of Organization/Applicant

\*

*Meg Gates Osborne*

Signature of Authorized Agent/Applicant

Meg Gates Osborne  
Printed Name and Title (If applicable)

1 Civic Square  
Carmel, IN 46032  
Address of Organization/Applicant

2/18/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



# Spotlight map showing start and finish location and runner direction





1000 JACOBS BLVD

Mayor OK'd Retro BW

JACOBS 7-8  
BPW 7-15

REVIEWED VIA EMAIL

CRED OK Purcell  
CFD OK Sullivan  
CPD OK With  
ENG NA

(only if needed for street use)

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

Contact Person: Barbara Moshier  
Email: barbmoshier@att.net  
Phone Number: 3178455797  
Cell Number:

Address: Street Address  
12064 Clubhouse Drive  
Address Line 2  
City: FISHERS State / Province / Region: IN  
Postal / Zip Code: 46038 Country: 1

Name/Organization: Carmel Japanese Sister Cities, Inc.  
Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: A meeting of the Sister City Board which we're calling a "masked picnic!"

Event Date: 7/12/2020 End Date: 7/12/2020

Number of People Expected: 15

Set-Up Start time: 04:00:00 PM

Tear Down End Time: 07:00:00 PM

Event Start time:  
05:00:00 PM

Event end time:  
07:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Our Sister City group would like to have a "masked Japanese Garden picnic" where everyone brings their own food, and we observe social distance by bringing our own lawn chairs and spreading out around the picnic table area and sit the roof over the large picnic table ("tea house" area). We feel this will be a relatively quiet area free of distraction. Masks will be required. We hope to take some photos of the existing garden, with our members, to send to Kawachinagano.

Rain date? Sunday, July 19, same time.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

**CITY SERVICES NEEDED: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

**UPLOAD MAP**

An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure

#### SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Barbara Moshier  
Name of Organization/Applicant

\*

*Barbara Moshier*

Signature of Authorized Agent/Applicant

President  
Printed Name and Title (If applicable)

12064 Clubhouse Drive  
Fishers, IN 46038  
Address of Organization/Applicant

6/17/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

## APPLICATION CHECKLIST (for use by City of Carmel)

---

Checklist

- Application completed in full
- Event narrative description included
- Maps attached, if applicable
- Vendor list attached, if applicable
- Security deposit or event fee received
- Certificate of Insurance received
- Communication plan to residents and/or businesses and/or copy of email correspondence to affected parties received
- HOA approval received

Applicable permit or approval copies received

- Hamilton County Health Department
- Hamilton County Sheriff
- City of Carmel Fire Marshal
- City of Carmel Police Department
- Carmel Clay Parks & Recreation



# CITY OF CARMEL

REVIEWED VIA EMAIL

9/1  
Plein Air  
Paint Competition

CRED Purple OC 3-2-20  
CFD Summer 2K 2-19-20  
CPD 1-15-20 2-2-20  
ENG N

(only if needed for street use)

## INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

~~Midtown Plaza~~ \* Sophia Square  
Midtown area

Contact Person: City of Carmel - Meg Gates Osborne

Email: Meg@MegPromo.com

Phone Number: 3175907522

Cell Number: 3175907522

Address: Street Address  
1 Civic Square  
Address Line 2  
City: Carmel State / Province / Region: IN  
Postal / Zip Code: 46032 Country:

Name/Organization: City of Carmel

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Plein Air Paint Out Competition

Event Date	End Date
9/18/2020	9/20/2020

Number of People Expected: 1,000

Set-Up Start time	07:00:00 AM
Tear Down End Time	05:00:00 PM

Event Start time:

Event end time:

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Artist will pay a fee to participate but spectators are free

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.

N/A

### CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed  
30

### EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

#### Stage

Size of Stage

#### Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

60 x 20

Size of Tent (s)

#### Bounce House

#### N/A

#### Other

Party Time

Name of Merchants(s) doing the setup

3175362022

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

2nd Ave NW - Main Street North to 1st Street - next to Monon

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

## SECURITY DEPOSIT AND FEE:



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City of Carmel - Meg Gates Osborne  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Meg Gates Osbore  
Printed Name and Title (If applicable)

1 Civic Square  
Carmel, IN 46032  
Address of Organization/Applicant

2/18/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

## Dixon, Carol

**From:** Meg Gates Osborne <meg@megpromo.com>  
**Sent:** Wednesday, February 19, 2020 3:00 PM  
**To:** Dixon, Carol  
**Subject:** Re: Plein Air Paint Competition

\*\*\*\* This is an **EXTERNAL** email. Please exercise caution and **Do Not** open attachments or click links from unknown senders or unexpected email. \*\*\*\*

Sure

In our 7th year for Carmel on Canvas.

Artist from all over US come to Carmel for a Plein Air Competition.

Here is the itinerary from last year - this years is not ready yet.

I have the 2020 Save the Date card? Do you want it?

CARMEL ON CANVAS PLEIN AIR PAINT OUT - SEPTEMBER 13, 14 & 15  
Carmel on Canvas Plein Air Paint Out provides artists with two days of plein air painting in the Carmel Arts & Design District. There are 4 divisions; professional, non-professional, teen and children. There will be more than \$11,500 in total prizes

### **Friday, September 13th**

> **8:30 a.m. – 5 p.m.** - All Day Plein Air Paint Registration & Canvas Stamping  
Indiana Design Center, 200 S. Range Line Road, Carmel, IN 46032

### **Saturday, September 14th**

QUICK PAINT – Carmel Farmers Market

Registration & Check-in at Carmel Farmers Market, 5 Center Green, Carmel, IN 46032

> **8 – 9 a.m.** – Quick Paint Registration & Canvas Stamping

Carmel Farmers Market, 5 Center Green, Carmel, IN 46032

> **9 a.m.** – Quick Paint Starts

> **10:30 a.m.** – Quick Paint painting must be turned in at judging tent

> **10:30 – 11 a.m.** – Quick Paint “Community Choice” Judging, Awards to Follow

### **ALL DAY PLEIN AIR PAINT**

> **8:30 a.m. – noon** – Registration & Canvas Stamping

Indiana Design Center, 200 S. Range Line Road, Carmel, IN 46032

> **4 – 5 p.m.** – Plein Air Painting must be turned in at judging tent

Artists’ Lane – Main & 2nd Ave. NW

ARTWORK WILL **ONLY** BE ACCEPTED BETWEEN 4 & 5 p.m.

> **5 p.m.** – All Day Plein Air Reception and Public Viewing

- > **6 p.m.** – Tents Closed for Judging
- > **6:30 p.m.** – All Day Plein Air Award Ceremony
- > **8 p.m.** – Tent Closed (all paintings must be picked up)

---

**Sunday, September 15th**

CARMEL ON CANVAS ART FAIR\*

> **noon – 4 p.m.**

Artists' Lane – Main & 2nd Ave. NW

Free – Bring own 10 x 10 Tent

\*Registered Carmel on Canvas All Day Plein Air artists are eligible to sell their art at the Carmel on Canvas Art Fair. There are a limited number of spots available – first come, first served.

*PLEASE NOTE:* Artists may show only their own art. Please provide your own 10' x 10' tent, easels and displays for your art. Artists may begin set-up on Sunday at 10 a.m.; however, artists are responsible for their own items.

Please see Entry Fees & Awards page for more information and to register for the Carmel on Canvas Art Fair.

---

Meg Gates Osborne  
MEG & Associates  
(317) 590-7522  
Meg@MegPromo.com  
www.Megpromo.com  
(Please excuse typing mistakes as this is coming from a hand held device)

On Feb 19, 2020, at 2:15 PM, Dixon, Carol <cdixon@carmel.in.gov> wrote:

Meg,  
Can you please give me a description of this event? Fire and Police want to know. Thanks!

Carol Dixon  
Carmel City Hall  
1 Civic Square  
Carmel, IN 46032  
317.571.2400  
[cdixon@carmel.in.gov](mailto:cdixon@carmel.in.gov)

<image003.png>

4/27 zach

JACOB 7-8  
BPW 7-15



REVIEWED VIA EMAIL  
CRED OK Purcell - 11-20  
CFD 11-20  
CPD 0 - 11-20  
ENG 11-20

Run 317  
9/3

(only if needed for street use)

### INFORMATION

## SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION: Run 317

Contact Person ~~Zach Campton~~ Jim Furuya

Email ~~Zach@visioneventmanagement.com~~ Jim@eventfuel.net

Phone Number: ~~3173642529~~ 317-201-9511

Cell Number:

Address

Street Address  
16851 Southpark Dr Suite 100

Address Line 2

City  
Westfield

State / Province / Region  
Indiana

Postal / Zip Code  
46074

Country  
United States

Name/Organization: Vision Event Management

Organization Type: For-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

→ Event/Use Purpose: RUN(317) Carmel

→ Event Date: 9/3/2020 End Date: 9/3/2020

Number of People Expected: 2,000

Set-Up Start time: 01:00:00 PM

Tear Down End Time: 09:30:00 PM

Set up time

Event Start time:  
07:00:00 PM

Event end time:  
08:00:00 PM

Run time  
7-8pm

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

RUN(317) is a 3.17 mile walk/run that will go through the city of Carmel. A portion of the event proceeds will go to Kids Voice of Indiana.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other Cuxhali Gardens

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

**CITY SERVICES NEEDED: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)**
- TRAFFIC CONTROL**
- ONSITE SECURITY**
- BARRICADES**
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)**
- N/A**

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**



SEE CITY OF CARMEL FACILITY USE POLICY

*See map*

Neighborhood  
Name/Streets to be  
closed

- W. New Market Street Between Glebe St. and Meeting House Road (4:00 – 9:30 p.m.)
  - Meeting House Road from W. New Market Street to Rhettisbury Street (4:00-9:30 p.m.)
  - Meeting House Road from Rhettisbury Street to Hoover Road (7:00-7:20 p.m.- All Lanes)
  - Hoover Road from Meeting House Road to 116th (7:00-7:30 p.m. All Lanes)
  - Coxhall Gardens road- from Hoover Rd. to Towne Rd (7:05-7:35 All Lanes)
  - Towne Road from Coxhall Gardens entrance to Glebe St.: (7:05-8:00 p.m. One Northbound Lane)
  - Glebe St. from Towne Road to W. New Market (7:10-8:10 All Eastbound Lanes)
- Include addresses as appropriate

*116th st is not used. see map*

UPLOAD MAP

An easy to read, color map of the area is required with submission.

RUN317\_2020\_Map\_Carmel-WestClay\_1 (1).pdf 368.74KB

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below.

Further Info for type of closure

## SECURITY DEPOSIT AND FEE:

**A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at [www.govpaynow.com](http://www.govpaynow.com) PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

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# RUN (317)

## COURSE MAP



SEPTEMBER 3, 2020

Benefitting



**Kids' Voice of Indiana**  
Advocate. Educate. Protect.

### LEGEND

= Mile Marker

= 5K Marker

= Water Station

West Park

W 126th St

Towne Rd

Coxhall Gardens

W 116th St

W 116th St

START  
FINISH

Indiana Montessori Academy

Glebe St

5K

3

2

Hoover Rd

Meeting House Rd.

Hoover Rd

1

WS

# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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Vision Event Management  
Name of Organization/Applicant

\*

*Zach Campton*

Signature of Authorized Agent/Applicant

Zach Campton  
Printed Name and Title (If applicable)

16851 Southpark Dr. Suite 100. Westfield, In. 46074  
Address of Organization/Applicant

2/17/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



*CITY OF CARMEL*

REVIEWED VIA EMAIL

CRED \_\_\_\_\_  
CFD \_\_\_\_\_  
CPD \_\_\_\_\_  
ENG \_\_\_\_\_

(only if needed for street use)

## INFORMATION

# SPECIAL EVENT / FACILITY USE REQUEST FORM

### CONTACT INFORMATION:

Contact Person Carey Musa - Rosemarie Schneider

Email rose.schneider37@gmail.com

Phone Number: 2627483142

Cell Number: 2627483142

Address

Street Address	
3005 Warren Way Apt G	
Address Line 2	
City	State / Province / Region
Carmel	IN
Postal / Zip Code	Country
46033	USA

Name/Organization: Carey Musa - Rosemarie Schneider

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Wedding Ceremony

Event Date	End Date
7/31/2020	7/31/2020

Number of People Expected: 25

Set-Up Start time 10:00:00 AM

Tear Down End Time 07:00:00 PM

Event Start time:  
02:00:00 PM

Event end time:  
05:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event: Provide a brief description of event  
A small wedding ceremony  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES  
NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchant(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood                      None  
Name/Streets to be                Include addresses as appropriate  
closed

UPLOAD MAP                        An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

**SECURITY DEPOSIT AND FEE:**

**A refundable Security Deposit in the amount of \$100 for any applicant located or residing *within* Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing *outside* of Carmel city limits must be received prior to application review or processing.**

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# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Carey Musa  
Name of Organization/Applicant

\*

*Carey Musa*

Signature of Authorized Agent/Applicant

Carey Musa  
Printed Name and Title (if applicable)

3005 Warren Way Apt G  
Carmel, IN 46033  
Address of Organization/Applicant

6/30/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

Deposit

JACOB 78  
BPW -F



CITY OF CARMEL

REVIEWED VIA EMAIL

CRED social distancing  
CFD 0  
CPD ith 76-  
ENG all

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Carey Musa - Rosemarie Schneider

Email rose.schneider37@gmail.com

Phone Number: 2627483142

Cell Number: 2627483142

Address Street Address  
3005 Warren Way Apt G  
Address Line 2  
City Carmel State / Province / Region IN  
Postal / Zip Code 46033 Country USA

Name/Organization: Carey Musa - Rosemarie Schneider

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Wedding Ceremony

Event Date 7/31/2020 End Date 7/31/2020

Number of People Expected: 25

Set-Up Start time 10:00:00 AM

Tear Down End Time 07:00:00 PM

Event Start time:  
02:00:00 PM

Event end time:  
05:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.  
 YES  
 NO

Description of Event: Provide a brief description of event  
A small wedding ceremony  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)  CENTER GREEN  
 CIVIC SQUARE FOUNTAIN AREA  
 CIVIC SQUARE GAZEBO  
 JAPANESE GARDEN  
 MONON & MAIN PLAZA  
 MIDTOWN PLAZA - Events must be free and open to the public.  
 REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.  
 SOPHIA SQUARE  
 Other

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:  ELECTRICITY  
 FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO  
 JAMES BUILDING RESTROOMS (CENTER GREEN)  
 N/A  
 Other

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:  VENDORS PRESENT  
 FOOD SERVED  
 ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.  
 N/A

### CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

### EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

N/A

**Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

None

Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure**
- Total closure**
- Lane restrictions - explain below**
- Other - explain below**
- N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

### SECURITY DEPOSIT AND FEE:

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT

### TO COMPLY WITH CITY FACILITY USE POLICY

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Carey Musa  
Name of Organization/Applicant

\*

*Carey Musa*

Signature of Authorized Agent/Applicant

Carey Musa  
Printed Name and Title (if applicable)

3005 Warren Way Apt G  
Carmel, IN 46033  
Address of Organization/Applicant

6/30/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



REVIEWED VIA EMAIL

CRED O'Conor OK 7-1-20  
CFD \_\_\_\_\_  
CPD OK  
ENG \_\_\_\_\_

(only if needed for street use)

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION:

Contact Person: Brooke Shoopman  
Email: brookeshoopman@gmail.com  
Phone Number: 3173321054  
Cell Number: 3173321054  
Address: Street Address  
8314 Glenwillow Ln  
Address Line 2  
Unit 101  
City: Indianapolis State / Province / Region: IN  
Postal / Zip Code: 46278 Country: USA

Name/Organization: Shoopman-Kocher Vow Ceremony

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Small wedding ceremony consisting of bride, groom, officiant, photographer, and 6 guests (direct family)

Event Date: 7/25/2020 End Date: 7/25/2020

Number of People Expected: 12

Set-Up Start time: 02:00:00 PM

Tear Down End Time: 06:00:00 PM

Event Start time:  
03:00:00 PM

Event end time:  
05:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Small wedding ceremony with 10-12 people in attendance, photographer and videographer will be on site for the ceremony but using minimal equipment (tripods and cameras), may use a small pop-up canopy in case of rain

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

**CITY SERVICES NEEDED: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed

**EVENT SET UP: Mark all that apply**

SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

- Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

**UPLOAD MAP**

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure**
- Total closure**
- Lane restrictions - explain below**
- Other - explain below**
- N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

**SECURITY DEPOSIT AND FEE:**

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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Brooke Shoopman  
Name of Organization/Applicant

\*

*Brooke Shoopman*

Signature of Authorized Agent/Applicant

Brooke Shoopman  
Printed Name and Title (If applicable)

8314 Glenwillow Ln  
Unit 101  
Indianapolis, IN 46278  
Address of Organization/Applicant

6/18/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_

2021

JACOB 8  
BPW 7-15



CITY OF CARMEL

Midtown Plaza

REVIEWED VIA EMAIL

CRED Purcell OK  
CFD OK Sutton  
CPD OK Keith  
ENG NA

(only if needed for street use)

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Price

Email: kprice242420@yahoo.com

Phone Number: 5132224740

Cell Number:

Address: Street Address: 9058 Carnation Drive  
Address Line 2:  
City: Noblesville State / Province / Region: Indiana  
Postal / Zip Code: 46060 Country: United States

Name/Organization: St. Christopher Episcopal Church

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 Yes  
 No

Event/Use Purpose: Christopher's Episcopal Church Annual Strawberry Festival

Event Date: 6/12/2021 End Date: 6/12/2021

Number of People Expected: 1,200

Set-Up Start time: 09:00:00 AM

Tear Down End Time: 06:00:00 PM

Event Start time:  
11:00:00 AM

Event end time:  
05:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

The event is open to the general public and is a fund raiser for our churches outreach program. We will be making and selling Strawberry Shortcakes. The Shortcake is pre-baked and we assemble the ice cream, strawberries and whip cream onto the pro-baked shortcake. The event is meant as an outreach for our church. We sell the shortcakes for somewhere around \$5.00 to \$6.00.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other

### SPECIAL REQUESTS: Mark all that apply



REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

### VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

**CITY SERVICES NEEDED: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

3

**EVENT SET UP: Mark all that apply**



SEE CITY OF CARMEL FACILITY USE POLICY

**Stage**

Size of Stage

**Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).**

TBD but have used A-Classic in the past.

Size of Tent (s)

**Bounce House**

**N/A**

**Other**

A - Classic

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

**STREET(S) REQUESTED:**



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.

- Type of Closure:
- Rolling closure
  - Total closure
  - Lane restrictions - explain below
  - Other - explain below
  - N/A

Explain lane restrictions needed and other needed below.

Further Info for type of closure We will just need a few parking spots to park a refrigerated truck!

## SECURITY DEPOSIT AND FEE:



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# ACKNOWLEDGEMENT AND AGREEMENT

---

Mayor's Office

## ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

St. Christopher's Episcopal Church/Kevin Price  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Kevin Price  
Printed Name and Title (if applicable)

1402 W. Main Street  
Carmel, IN 46032  
Address of Organization/Applicant

4/27/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

# CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



Block Party

CITY OF CARMEL REVIEWED VIA EMAIL

CRED K He  
CFD OK  
CPD OK  
ENG NA

(only if needed for street use)

INFORMATION

**SPECIAL EVENT / FACILITY USE REQUEST FORM**

CONTACT INFORMATION:

Contact Person Debbie Tobias-Paul

Email mightymomtobias@gmail.com

Phone Number: 5135499571

Cell Number: 5135499571

Address Street Address  
9748 Sawgrass Court Cul-de-sac  
Address Line 2  
City State / Province / Region  
Carmel IN  
Postal / Zip Code Country  
46032 Hamilton

Name/Organization:

Organization Type:

Residency Location: Do you reside or are you located within the Carmel city limits?

- Yes
- No

Event/Use Purpose: Want to have a party for my daughters Bat Mitzvah party on Aug 1, 2020 from 7-10pm on my cul-de-sac. With a Kona Ice truck, and tables set up for food under a tent. Will only use cul-de-sac.

Event Date 8/1/2020 End Date

Number of People Expected: 40

Set-Up Start time 02:00:00 PM

Tear Down End Time 10:00:00 PM

Event Start time:  
07:00:00 PM

Event end time:  
10:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees?

Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event:

Provide a brief description of event

Same as above. Due to a lot of changes, we had to reschedule our daughters Bat Mitzvah and it's now on zoom on August 1. We'd like to have a party for her that evening with close friends and family. It would be held Aug 1 from 7-10 pm on my Cul-de-sac with Kona ice truck, DJ, and a tent set up with food. We'd probably need to block off the street for that short time. I will notify all neighbors prior to the event.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

### CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

CENTER GREEN

CIVIC SQUARE FOUNTAIN AREA

CIVIC SQUARE GAZEBO

JAPANESE GARDEN

MONON & MAIN PLAZA

MIDTOWN PLAZA - Events must be free and open to the public.

REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.

SOPHIA SQUARE

Other Just my cup of tea on Sawgrass Court.

### SPECIAL REQUESTS: Mark all that apply

REQUESTS:

ELECTRICITY

FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO

JAMES BUILDING RESTROOMS (CENTER GREEN)

N/A

Other

### VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- CITY SERVICES NEEDED:
- EMERGENCY MEDICAL SERVICES (EMS)
  - TRAFFIC CONTROL
  - ONSITE SECURITY
  - BARRICADES
  - NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
  - N/A

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

10x10

Size of Tent (s)

Bounce House

N/A

Other

Kona Ice truck

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood Sawgrass Court 46032  
Name/Streets to be closed include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.  
Google Maps.webarchive 3.29MB

- Type of Closure:
- Rolling closure**
  - Total closure**
  - Lane restrictions - explain below**
  - Other - explain below**
  - N/A**

Explain lane restrictions needed and other needed below:

Further Info for type of closure

#### SECURITY DEPOSIT AND FEE:

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Google Maps 9748 Sawgrass Ct



### 9748 Sawgrass Ct

Carmel, IN 46032

 Directions

 Save

 Nearby

 Send to your phone

 Share

### Photos

# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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Debbie Tobias-Pail  
Name of Organization/Applicant

\*

*Debbie Tobias-Pail*

Signature of Authorized Agent/Applicant

Debbie Tobias-Paul  
Printed Name and Title (If applicable)

9748 Sawgrass Court  
Address of Organization/Applicant

6/29/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



# CITY OF CARMEL

REVIEWED VIA EMAIL

Tree Lighting 11/21

CRED O'Connor ok 7-1-20  
CFD Sutton ok 2-19-20  
CPD Kei ok 2-20-20  
ENG N

(only if needed for street use)

## INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:

Contact Person **Meg Gates Osborne**

Email **Meg@MegPromo.com**

Phone Number: **3175907522**

Cell Number: **3175907522**

Address  
Street Address  
**1 Civic Square**  
Address Line 2  
City **Carmel** State / Province / Region **IN**  
Postal / Zip Code **46032** Country

Name/Organization: **City of Carmel Holiday at Center Green**

Organization Type: **Non-Profit Organization**

Residency/Location: Do you reside or are you located within the Carmel city limits?  
 **Yes**  
 **No**

Event/Use Purpose: **City of Carmel Tree Lighting Ceremony**

Event Date **11/21/2020** End Date **11/21/2020**

Number of People Expected: **2,500**

Set-Up Start time **01:00:00 PM**

Tear Down End Time **09:00:00 PM**

Event Start time:  
03:30:00 PM

Event end time:  
06:30:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event: Provide a brief description of event  
City of Carmel Tree Lightning and Santa Arrival  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

- FACILITY (S)
- CENTER GREEN
  - CIVIC SQUARE FOUNTAIN AREA
  - CIVIC SQUARE GAZEBO
  - JAPANESE GARDEN
  - MONON & MAIN PLAZA
  - MIDTOWN PLAZA - Events must be free and open to the public.
  - REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
  - SOPHIA SQUARE
  - Other

SPECIAL REQUESTS: Mark all that apply

- REQUESTS:
- ELECTRICITY For tents in Santa's area
  - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
  - JAMES BUILDING RESTROOMS (CENTER GREEN)
  - N/A
  - Other

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT
  - FOOD SERVED
  - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
  - N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed  
10

### EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

#### Stage

Size of Stage

#### Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

10 x 10

Size of Tent (s)

#### Bounce House

#### N/A

#### Other

MEG & Associates

Name of Merchants(s) doing the setup

3175907522

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- Rolling closure
- Total closure
- Lane restrictions - explain below
- Other - explain below
- N/A

Explain lane restrictions needed and other needed below:

Further Info for type of  
closure

Help facilitate Antique Firetruck for Santa's Arrival on 3rd Ave adjacent to the Ice at Center Green and Christkindlmarkt

## SECURITY DEPOSIT AND FEE:



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# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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City of Carmel Meg Gates Osborne  
Name of Organization/Applicant

\*



Signature of Authorized Agent/Applicant

Meg Gates Osborne  
Printed Name and Title (If applicable)

1 Civic Square  
Carmel, IN 46032  
Address of Organization/Applicant

2/18/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



# CITY OF CARMEL

*Block Party*

REVIEWED VIA EMAIL

CRED CONDR OK  
CFD SUTTON OF  
CPD LEIGH MC  
ENG NI

(only if needed for street use)

## INFORMATION

### SPECIAL EVENT / FACILITY USE REQUEST FORM

#### CONTACT INFORMATION:



Contact Person: Terri Maynard

Email: hillismeister@gmail.com

Phone Number:

Cell Number: 3174132545

Address	Street Address	State / Province / Region
	905 Pawnee Drive	IN
	Address Line 2	
	City	Country
	Carmel	Hamilton
	Postal / Zip Code	
	46032	

Name/Organization: Block Party

Organization Type: Individual

Residency/Location: Do you reside or are you located within the Carmel city limits?

Yes

No

Event/Use Purpose: Neighborhood block party

Event Date	End Date
7/31/2020	8/2/2020

Number of People Expected: 50

Set-Up Start time: 04:00:00 PM

Tear Down End Time: 11:00:00 PM

Event Start time:  
06:00:00 PM

Event end time:  
11:00:00 PM

Rehearsal  NA

Rehearsal Date:

Rehearsal  
Start Time:

Rehearsal  
End Time:

Fees? Will a Fee be charged for this event? If yes please describe in narrative below.

YES

NO

Description of Event: Provide a brief description of event  
Neighborhood block party  
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



FACILITY (S)

- CENTER GREEN
- CIVIC SQUARE FOUNTAIN AREA
- CIVIC SQUARE GAZEBO
- JAPANESE GARDEN
- MONON & MAIN PLAZA
- MIDTOWN PLAZA - Events must be free and open to the public.
- REFLECTING POOL - Please note that Veteran's Plaza is NOT available for rent.
- SOPHIA SQUARE
- Other

SPECIAL REQUESTS: Mark all that apply



REQUESTS:

- ELECTRICITY
- FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO
- JAMES BUILDING RESTROOMS (CENTER GREEN)
- N/A
- Other

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

- VENDORS PRESENT
- FOOD SERVED
- ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the special event policy handbook.
- N/A

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES  
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS)
- TRAFFIC CONTROL
- ONSITE SECURITY
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A

Please note the number of NO PARKING SIGNS needed  
2

### EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

#### Stage

Size of Stage

#### Tent(s) – If you are requesting Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368).

Size of Tent (s)

#### Bounce House

#### N/A

#### Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

### STREET(S) REQUESTED:



SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood  
Name/Streets to be  
closed

Ute Drive  
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.  
UteDrive.JPG 53.56KB

Type of Closure

- Rolling closure
- Total closure
  - Lane restrictions - explain below
  - Other - explain below
  - N/A

Explain lane restrictions needed and other needed below.

Further Info for type of  
closure

**SECURITY DEPOSIT AND FEE:**



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Elia Bardo &  
The Imperial Spa

Dr

S Rangeline Rd  
S Rangeline Rd

Dr

Dr

Rd

Sherwin-Williams  
Paint Store

Blvd

Oswego Rd

Stewart &  
Stewart Attorneys

PJ's College Of  
Cosmetology

N

Dr

Oswego Rd

Rangeline KinderCare

# ACKNOWLEDGEMENT AND AGREEMENT

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Mayor's Office

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I have read and understand the City of Carmel, Indiana ("City") Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Neighborhood Block Party  
Name of Organization/Applicant

\*

*Terri Maynard*

Signature of Authorized Agent/Applicant

Terri Maynard  
Printed Name and Title (if applicable)

905 Pawnee Drive, Carmel, IN 46032  
Address of Organization/Applicant

6/24/2020  
Date

**GO TO SUBMIT TAB AND CLICK ON SUBMIT**

CITY OF CARMEL USE ONLY

---

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

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

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

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

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

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

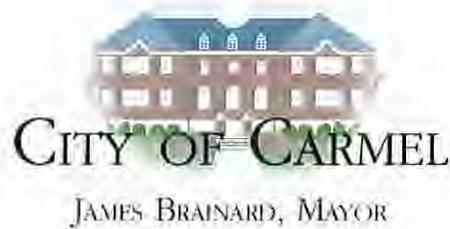
Date: \_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Date

Special Conditions: \_\_\_\_\_



July 7, 2020

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

**RE: CURB CUT REQUEST, CURB CUT VACATION– 515 & 525 WEST MAIN STREET**

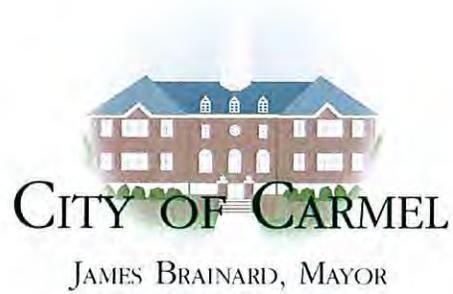
Dear Board Members:

Paul Owen with Wedgewood Building Company has requested approval for vacation of 2 existing curb cuts and installation of one new curb cut to serve a proposed new residential development (Exhibit attached). A new driveway accessible from York Dr. is proposed along the south property lines and will be shared by both parcels. The existing horseshoe driveway with approaches on Main St. and York Dr. will be used as a temporary construction entrance during the project and removed once the new driveway has been installed.

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

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

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The portion of the proposed entrance within the right of way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6).
- Apron within right of way shall not exceed maximum width indicated on City Standard Details and shall be minimum 6" thickness concrete. (City of Carmel Standard Drawing 10-21A) No portion of the proposed drive aprons within the City right of way shall encroach past the extension of the property line to the center of the street.
- Public streets and alleys shall be kept clean of dirt and debris at all times.
- The portion of the existing drive within the right of way is to be abandoned in accordance with Carmel City Code 6-227(h)(10).
- Petitioner understands that approval is granted for the items described above only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as a part of a separate process.
- Access to surrounding properties shall be maintained at all times.
- The petitioner acknowledges that the vacation of the existing curb cut as shown on the attached exhibit terminates the approval and use of the curb cut immediately upon the demolition of the existing curb cut or construction of the new curb cut, whichever occurs first.



- Any damage to improvements within the public right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\shared\NEW SHARED DRIVE\BPW\2020\CURB CUT & DRIVE VACATION-525 West Main.docx



# STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505  
phone: 317.849.5935 fax: 317.849.5942

JOB ID 83741

CONTROL# 83741 WEDGE

(PIN)

THE FOOTINGS FOR THIS HOUSE SHOULD BE PINNED SINCE THERE IS LITTLE OR NO TOLERANCE ON THE BUILDING LINE SETBACK AND SIDE EASEMENT. CALL US WHEN FOOTING IS IN SO WE CAN SCHEDULE PINNING.

LOT 3A  
525 MAIN STREET  
CARMEL, INDIANA



1" = 30'

LOT AREA: 11,849 Sq. Ft.

LOT COVERAGE=33.8%

IMPERVIOUS AREA=4,006

LOT 3B  
515 MAIN STREET  
CARMEL, INDIANA



1" = 30'

LOT AREA: 8,407 Sq. Ft.

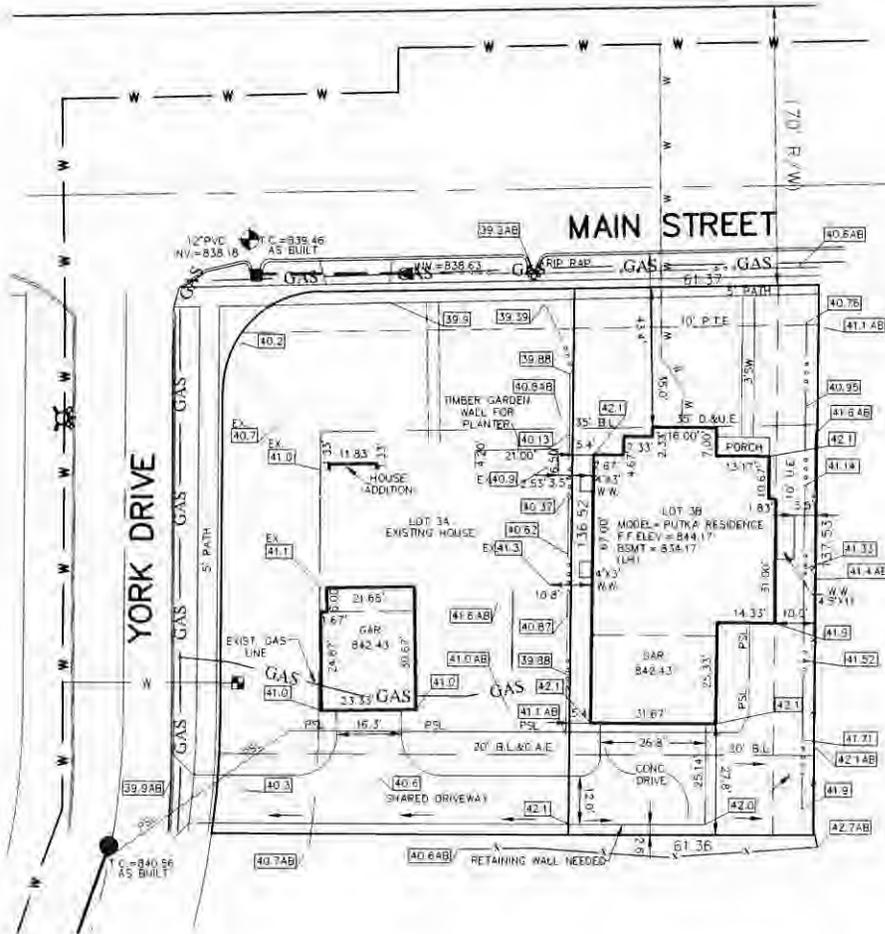
LOT COVERAGE=45.1%

IMPERVIOUS AREA=3,788

BENCHMARK

TOP OF CASTING=839.46

WEDGEWOOD BUILDING COMPANY  
32 FIRST STREET NE  
CARMEL, IN 46032



### LEGEND

- XX.X PROPOSED GRADE PER PLAN
- XX.XAB AS BUILT GRADE
- X EXISTING FENCE
- S.S.D. SUB-SURFACE DRAIN
- AS SANITARY SEWER
- PSL 5" AS BUILT SANITARY LATERAL
- PSL 6" PROPOSED SANITARY LATERAL
- SS STORM SEWER
- W 1/4" WATER CONNECTION
- WM WATER MAIN
- SW SWALE
- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- ⊗ FIRE HYDRANT
- D.O.U.E DRAINAGE & UTILITY EASEMENT
- P.T.E PUBLIC TRANSPORTATION EASEMENT
- U.E UTILITY EASEMENT
- B.L. BUILDING LINE

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER

## LOT 3A AND 3B RE-PLAT OF LOT 3 JOHNSON ADDITION

INST. #2020027991  
P.C. #5, Slide #1130  
ZONING: R2

5' MINIMUM SIDE YARD  
35' MINIMUM FRONT YARD  
20' MINIMUM REAR YARD  
MAXIMUM LOT COVERAGE: 45.1%  
VARIANCE GRANTED: JULY 31, 2018

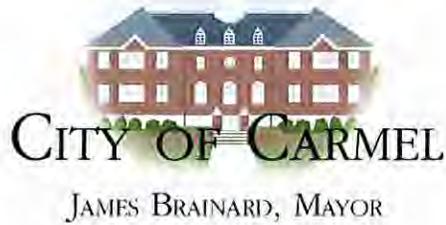


*David J. Stoepfelwerth*

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY & ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

08/29/20 LAF





July 7, 2020

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

**RE: AT&T – WAIVER OF BPW RESOLUTION NO. 04-28-17-01-WIRELESS SUPPORT STRUCTURE**

Dear Board Members:

Mr. Stephen Carr, Project Director for PBM Wireless, is requesting a waiver from BPW Resolution No. 04-28-17-01 on the behalf of AT&T Mobility for installation of small cell equipment on wireless support structures within the Carmel Buried Utilities District (exhibits attached). Two locations are proposed:

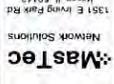
- 1031 E Main Street (Main St. & Maplecrest Dr.)
- 11580 Gray Road (116<sup>th</sup> St. & Gray Rd.)

The Department of Engineering has reviewed the waiver requests and determined it to be valid. The department recommends approval of the waiver conditioned upon the following:

- 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,

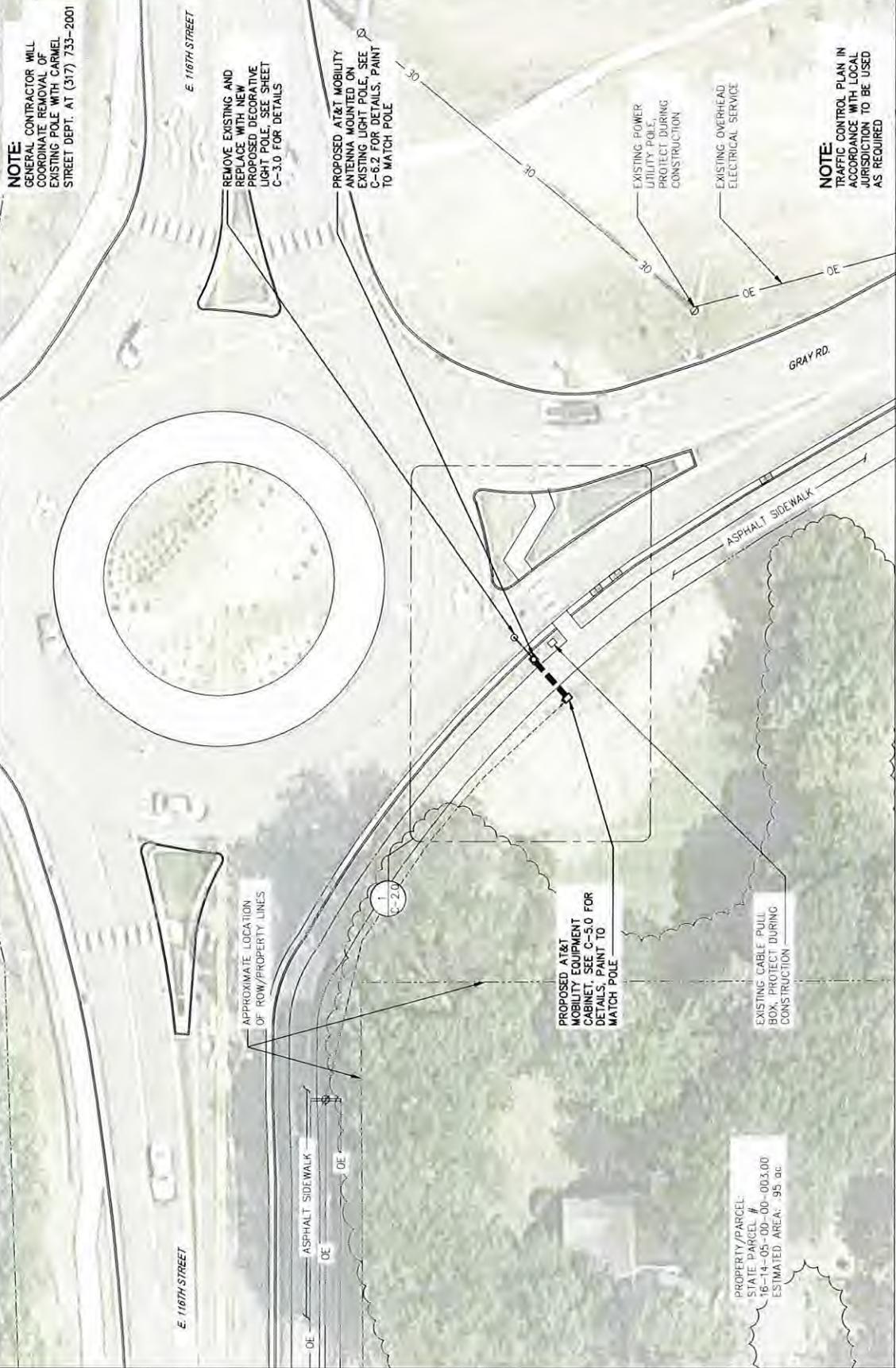
Jeremy Kashman, P.E.  
City Engineer



A	11/13/18	ZONING DRAWINGS
B	03/26/19	CITY ENG. NOTES
C	01/09/20	REV. POLE/EQUIP
D	05/22/20	REV. CITY NOTES

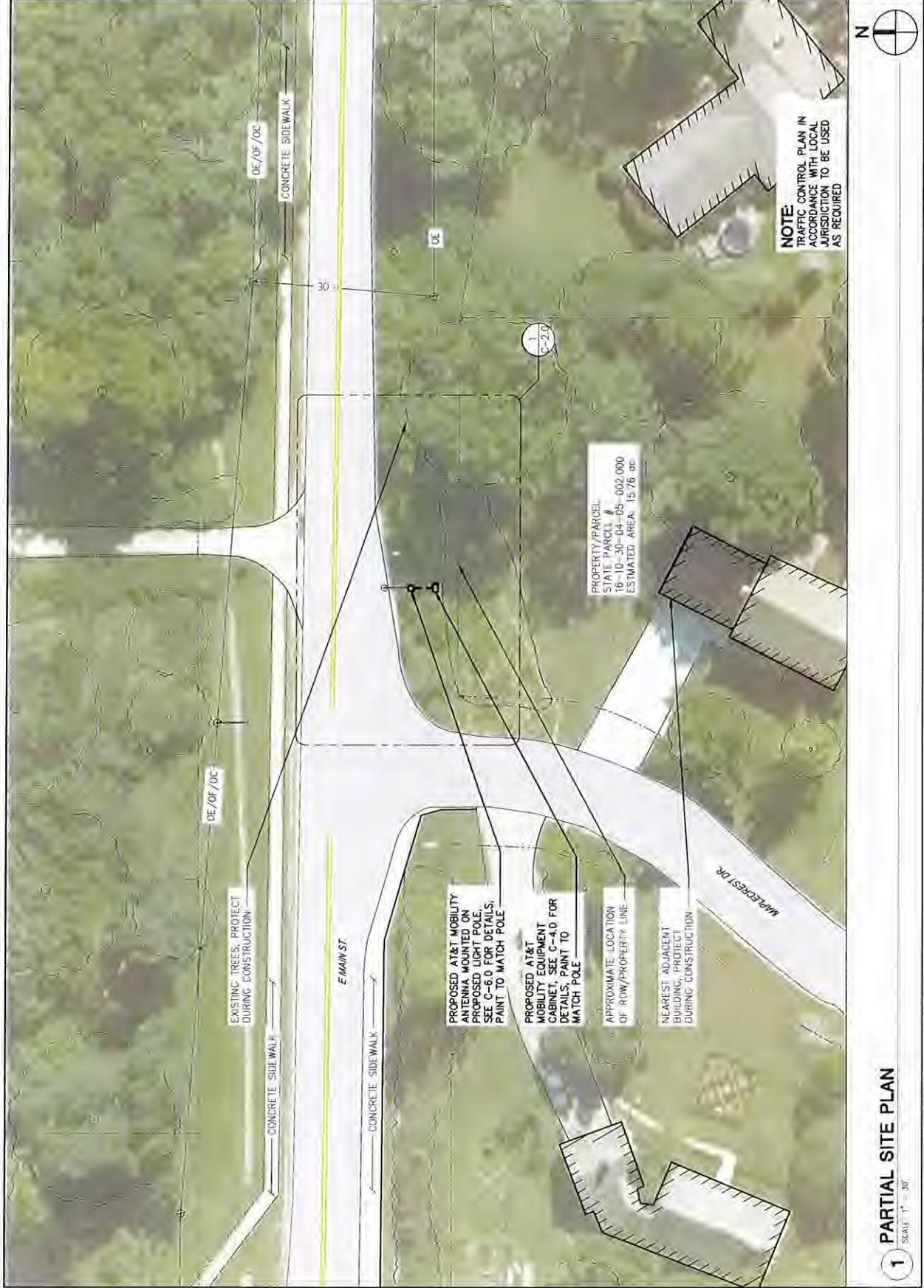
CRAN\_PND靳D09\_NODE #10  
 INL06668F\_R02  
 11580 GRAY RD. (E911 ADDRESS)  
 CARMEL, IN 46033 HAMILTON COUNTY  
 EXISTING METAL LIGHT POLE  
 DWG BY: JMG [CHKD BY: JMD]  
 PROJ # 18-18-10-10

SHEET TITLE  
 PARTIAL  
 SITE PLAN  
 SHEET NUMBER  
 C-10



1 PARTIAL SITE PLAN  
 SCALE: 1" = 30'

 		A 05/08/19 ZONING DRAWINGS B 01/07/20 REV. POLE/EQUIP C 05/22/20 REV. CITY NOTES	PROJ # 18-18-10-01 DWG BY: OPA CHKD BY: JMD	SHEET TITLE PARTIAL SITE PLAN
				SHEET NUMBER <b>C-10</b>



PROPOSED AT&T MOBILITY ANTENNA MOUNTED ON PROPOSED LIGHT POLE, SEE C-6.0 FOR DETAILS, PAINT TO MATCH POLE

PROPOSED AT&T MOBILITY EQUIPMENT CABINET, SEE C-4.0 FOR DETAILS, PAINT TO MATCH POLE

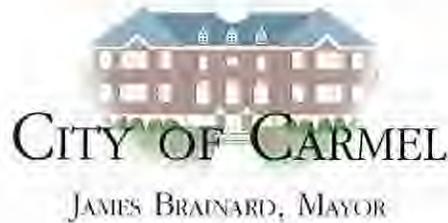
APPROXIMATE LOCATION OF ROW/PROPERTY LINE

NEAREST ADJACENT BUILDING, PROTECT DURING CONSTRUCTION

PROPERTY/PARCEL STATE PARCEL # 18-10-30-04-05-002,000 ESTIMATED AREA 15,76 ac

**NOTE:**  
TRAFFIC CONTROL PLAN IN ACCORDANCE WITH LOCAL JURISDICTION TO BE USED AS REQUIRED

**1 PARTIAL SITE PLAN**  
SCALE 1" = 30'



July 7, 2020

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

**RE: CURB CUT REQUEST, CURB CUT VACATION– 310 2<sup>nd</sup> Street SW**

Dear Board Members:

Bryan Ragan with Ragan Construction has requested approval for a vacation of an existing curb cut and one new curb cut to serve a proposed new residential structure at 310 2<sup>nd</sup> Street SW (Exhibit attached). The existing driveway will be used as a temporary construction entrance during the project and removed once the new driveway has been installed.

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

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

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The portion of the proposed entrance within the right of way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6).
- Apron within right of way shall not exceed maximum width indicated on City Standard Details and shall be minimum 6" thickness concrete. (City of Carmel Standard Drawing 10-21A) No portion of the proposed drive aprons within the City right of way shall encroach past the extension of the property line to the center of the street.
- Public streets and alleys shall be kept clean of dirt and debris at all times.
- The portion of the existing drive within the right of way is to be abandoned in accordance with Carmel City Code 6-227(h)(10).
- Petitioner understands that approval is granted for the items described above only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as a part of a separate process.
- Access to surrounding properties shall be maintained at all times.
- The petitioner acknowledges that the vacation of the existing curb cut as shown on the attached exhibit terminates the approval and use of the curb cut immediately upon the demolition of the existing curb cut or construction of the new curb cut, whichever occurs first.



JAMES BRAINARD, MAYOR

- Any damage to improvements within the public right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENTS

S:\shared\NEW SHARED DRIVE\BPW\2020\CURB CUT & DRIVE VACATION-310 2<sup>nd</sup> ST SWdocx



July 2, 2020

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

**RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01-LANE RESTRICTIONS– DUKE ENERGY– NEW UTILITY POLE-RHORER ROAD SUBSTATION**

Dear Board Members:

Melisa Oeters 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 8 utility poles in the right of way for the upcoming Rhorer Road substation project (exhibits attached). Of the 8 proposed poles, 6 are replacements of existing poles and 2 are new mid-span poles in line with the existing cables.

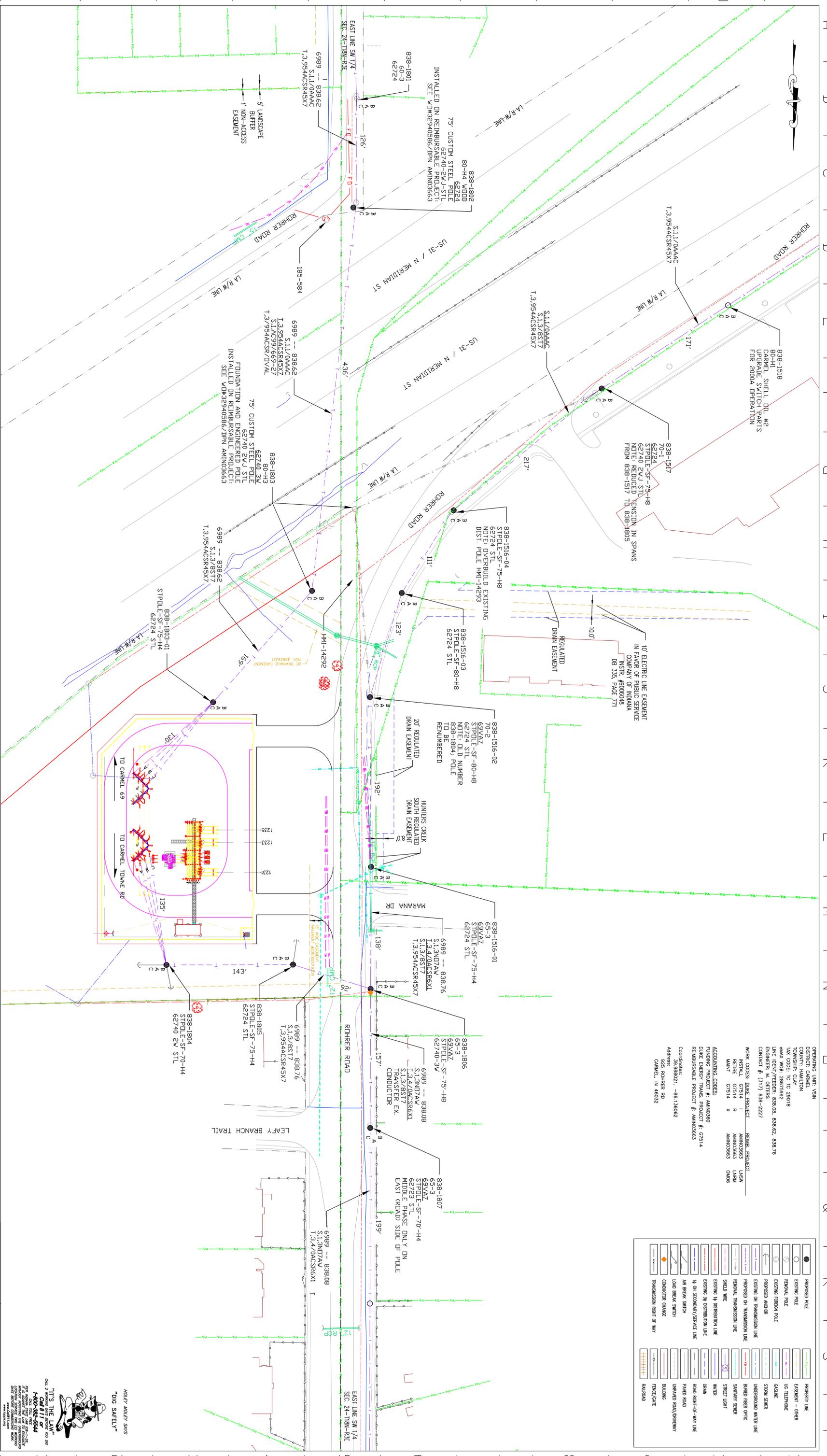
The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- 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-RHORER ROAD SUBSTATION.docx



OPERATING UNIT: VSIN  
 PROJECT: AMIND063  
 COUNTY: HAMMOND  
 TOWNSHIP: CLAY  
 TAX CODE: TC TC 28018  
 MAXX W/F: 28675992  
 LINE IDENT/FEEDER: 838.08, 838.62, 838.76  
 ENGINEER: M. OLFERS  
 PROJECT NUMBER:  
 CONTRACT #: (317) 838-2227

WORK COOPER: DUKE PROJECT: GENUS PROJECT  
 INSTALL: 6/21/14  
 RETIRE: 6/21/14  
 MAINT: 6/21/14

ACQUISITION CODES: AMIND063  
 REMEDIATION PROJECT #:  
 DUKE ENERGY TRANS. PROJECT #:  
 REPAIRABLE PROJECT #:  
 AMIND063

Coordinates:  
 39.888021, -86.138082  
 925 ROHRER RD  
 CARMEL, IN 46032

	PROPOSED POLE		PROPERTY LINE
	EXISTING POLE		EASEMENT - OTHER
	REMOVAL POLE		UIC TELEPHONE
	EXISTING FOREIGN POLE		GASLINE
	PROPOSED ANCHOR		STORM SEWER
	EXISTING ON TRANSMISSION LINE		UNDERGROUND WATER LINE
	PROPOSED ON TRANSMISSION LINE		BURIED FIBER OPTIC
	REMOVAL TRANSMISSION LINE		SANITARY SEWER
	SHIELD WIRE		STREET LIGHT
	EXISTING 14 DISTRIBUTION LINE		WATER
	EXISTING 34 DISTRIBUTION LINE		DRAIN
	14 ON SECONDARY/SERVICE LINE		ROAD RIGHT-OF-WAY LINE
	AIR BREAK SWITCH		PAVED ROAD
	LOAD BREAK SWITCH		UNPAVED ROAD/DRIVEWAY
	CONDUCTOR CHANGE		BUILDING
	FENCE/GATE		RAILROAD

HOLEY MOLEY SAYS  
 "DIG SAFELY!"

IT'S THE LAST  
 CALL YOU  
 WANT TO  
 MAKE!

Call 811 or  
 1-800-4-A-SAFE

FOR A COMPLETE LIST OF STATE  
 AND LOCAL 811 SERVICES,  
 VISIT WWW.CALL811.ORG



**DUKE ENERGY**

DATE: 4/17/2020  
 DRAWN BY: MELISSA DETERS  
 TRANSMISSION LINE ENGINEERING

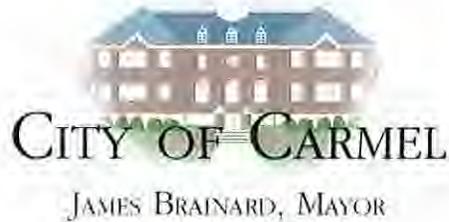
LOCATION: CARMEL, IN

INDEX: 838.08, 838.62, 838.76

DESCRIPTION: CONSTRUCT LOOP INTO NEW CARMEL ROHRER RD SUBSTATION

ENGINEER: MELISSA DETERS

PAGE: 1 OF 1  
 SCALE: 1"=50'  
 DWG NO: N/A



July 7, 2020

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

**RE: PAVEMENT CUT, TRAFFIC RESTRICTIONS – SAVOR RESTAURANT -211 W MAIN STREET**

Dear Board Members:

Mr. Jonathan Benham, owner of Savor Restaurant, is requesting approval to cut pavement and restrict traffic to facilitate installation of a patio for outdoor dining (Exhibit Attached). The work will take place along the 3<sup>rd</sup> Ave SW frontage of the building, removing an existing on-street parking space and adjacent sidewalk.

The Department of Engineering recommends that the Board approve the requested sidewalk restrictions 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).
- Improvements within the public right of way shall comply with the City's standard details and specifications.
- 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 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 of any Carmel right-of-way shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining commercial sites and residential areas shall be maintained at all times.
- The petitioner understands that approval by the Board is for the parking space restrictions only.

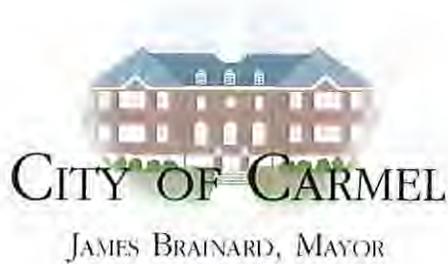
Sincerely,

Jeremy Kashman, P.E.  
City Engineer

S:\shared\NEW SHARED DRIVE\BPWA2020\MISC\SAVOR-OUTDOOR SEATING.docx







July 7, 2020

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

**RE: TRAFFIC RESTRICTIONS & OPEN PAVEMENT CUT – MONON CROSSING– ROHRER ROAD**

Dear Board Members:

Kyle Eichhorn with HWC Engineering is requesting approval for lane closures and open pavement cuts on Rohrer Road between Nevelle Ln. and Marana Dr. to install utilities and widen the road as needed for the new Monon Crossing subdivision (exhibit attached). Traffic will be maintained through the work zone by flaggers.

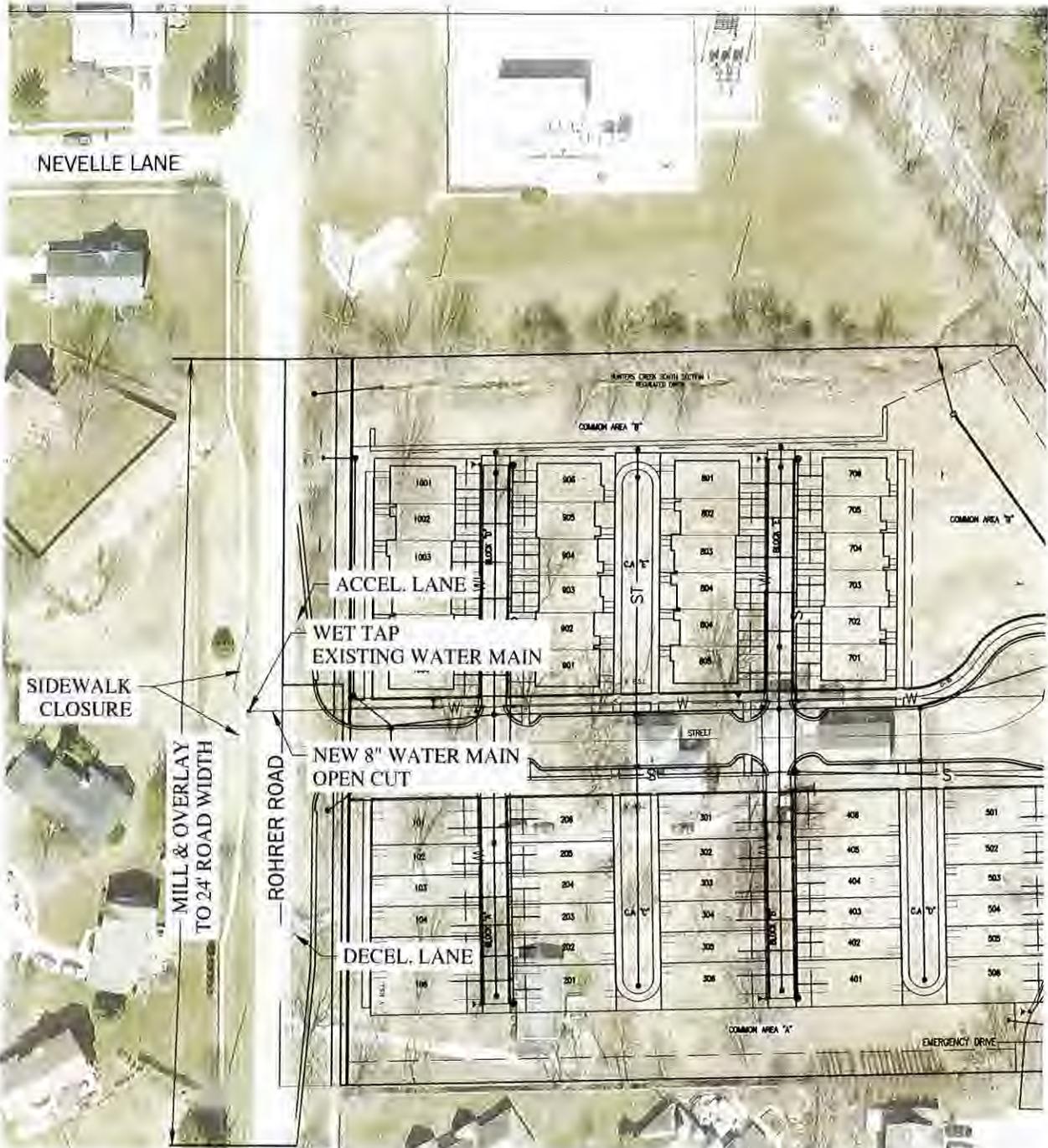
The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- 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 work.
- 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\2020\STREET CUTS AND CLOSURES\MONON CROSSING- LANE RESTRICTION & STREET CUT – ROHRER ROAD.docx



NEVELLE LANE

SIDEWALK CLOSURE

MILL & OVERLAY TO 24' ROAD WIDTH

ROHRER ROAD

ACCEL. LANE

WET TAP EXISTING WATER MAIN

NEW 8" WATER MAIN OPEN CUT

DECBL. LANE

BARBERS CREEK SOUTH SOUTH REGULATED DRAIN

COMMON AREA "B"

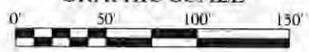
COMMON AREA "B"

COMMON AREA "A"

EMERGENCY DRIVE



GRAPHIC SCALE



(IN FEET)

**OPEN CUT WATER MAIN**

NOTE:  
OPEN CUT OF ROHRER ROAD WILL HAVE PARTIAL ROAD CLOSURE MANAGED BY FLAGGERS.

ANTICIPATED START DATE: AUGUST 2020  
DURATION: 2 DAYS

**ACCEL/DECBL & MILL/OVERLAY**

NOTE:  
MILL & OVERLAY AND ACCEL/DECBL WILL HAVE PARTIAL ROAD CLOSURE MANAGED BY FLAGGERS.

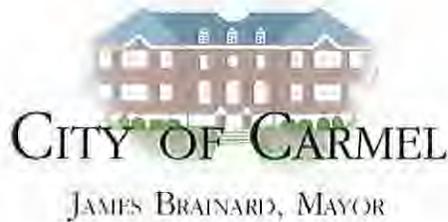
ANTICIPATED START DATE: SEPTEMBER 2020  
DURATION: 3 DAYS

**HWC ENGINEERING**  
INDIANAPOLIS - TERRE HAUTE  
LAFAYETTE - MUNCIE - NEW ALBANY  
www.hwcengineering.com

**MONON CROSSING TOWNHOMES  
ROHRER ROAD IMPROVEMENTS  
CARMEL, INDIANA**

JOB NUMBER: 2018-169    DRAWN/CHECK BY: KE    SCALE: 1"=100'

DATE: 7/7/2020



July 7, 2020

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

**RE: TRAFFIC RESTRICTIONS & OPEN PAVEMENT CUT – TROY ESTATES – WEST 141<sup>ST</sup> STREET**

Dear Board Members:

Kyle Eichhorn with HWC Engineering is requesting approval for lane closures and open pavement cuts on west 141<sup>st</sup> street between West Road and Overbrook Drive to install utilities and widen the road as needed for the new Troy Estates subdivision (exhibit attached). Traffic along 141<sup>st</sup> street will be maintained through the work zone by flaggers.

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 work.
- 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 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
- 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\TROY ESTATES- LANE RESTRICTION & STREET CUT -141<sup>ST</sup> STREET.docx



GRAPHIC SCALE



(IN FEET)

**OPEN CUT STORM/SANITARY/WATER**

NOTE:  
OPEN CUTS OF 141ST STREET WILL HAVE  
PARTIAL ROAD CLOSURE MANAGED BY FLAGGERS

ANTICIPATED START DATE: AUGUST 2020  
DURATION: 2 DAYS EACH

**ACCEL/DECEL & MILL/OVERLAY**

NOTE:  
MILL & OVERLAY AND ACCEL/DECEL WILL HAVE  
PARTIAL ROAD CLOSURE MANAGED BY FLAGGERS

ANTICIPATED START DATE: SEPTEMBER 2020  
DURATION: 3 DAYS



**TROY ESTATES**  
**141ST STREET IMPROVEMENTS**  
**CARMEL, INDIANA**

DATE: 7/7/2020

JOB NUMBER: 2019-305 | DRAWN/CHECK BY: ME | SCALE: 1"=150'



July 7, 2020

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

**RE: CARMEL SELF STORAGE – STORMWATER TECHNICAL STANDARDS VARIANCE**

Dear Board Members:

Russel Webster, P.E., with Weihe Engineers is requesting a variance from the Stormwater Technical Standards Manual in association with the proposed new building for Carmel Self Storage at 155 West Carmel Drive. The following variances are requested:

**SECTION 104.02 – “For areas outside a FEMA or IDNR designated floodplain, the Lowest Adjacent Grade (including walkout basement floor elevation) for all residential, commercial, or industrial buildings adjacent to ponds shall be 100-13 set a minimum of 2 feet above the 100-year pond elevation or 2 feet above the emergency overflow weir elevation, whichever is higher.”**

The petitioner indicates that existing site constraints prevent compliance. The proposed building FFE has been raised from the existing grade and flood routing will allow water to spill over in a clogged inlet condition, preventing flooding of the building.

**SECTION 302.08 - “Provisions shall be incorporated into facilities for complete interior drainage of dry bottom facilities, including a minimum 1% bottom slope in all directions if tile underdrains are provided and a minimum of 2% if no underdrains are provided. A positive/gravity outlet is required for the underdrains in all dry-bottom detention facilities.”**

The existing outlet for the dry detention basin is only 3’ deep, limiting the ability to install the required underdrain while maintaining the 2% slope requirement. The bottom slope has been designed with a 1.25% slope.

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

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June 4, 2020

Jeremy Kashman  
City of Carmel  
1 Civic Square  
Carmel, IN 46032  
317-571-2441

Cc:  
Mr. William Hall II  
Crossroad Engineers PC  
3417 Sherman Dr.  
Beech Grove, IN 46107  
317-780-1555 ext. 140

RE: Carmel Self Storage Waiver Request

Mr. Kashman,

Weihe Engineers requests a waiver from standards for Minimum Flood Protection Grade and for Minimum Lowest Adjacent Grade, as defined in Section 104.02 of the Technical Standards Manual. The proposed building raises the finished floor from the existing grade, and flood routing shows that a clogged inlet condition will not result in flood waters entering the doors or windows of the proposed building, as there is a break over point south of the building which will allow water to spill over in an emergency situation.

If you have any further questions or requests for additional information pertaining to this project review, please contact me at 317-846-6611.

Thank you,



Russell L. Webster II, P.E.  
Project Engineer, Commercial Development



*Build with confidence*

June 4, 2020

Jeremy Kashman  
City of Carmel  
1 Civic Square  
Carmel, IN 46032  
317-571-2441

Cc:  
Mr. William Hall II  
Crossroad Engineers PC  
3417 Sherman Dr.  
Beech Grove, IN 46107  
317-780-1555 ext. 140

RE: Carmel Self Storage Waiver Request

Mr. Kashman,

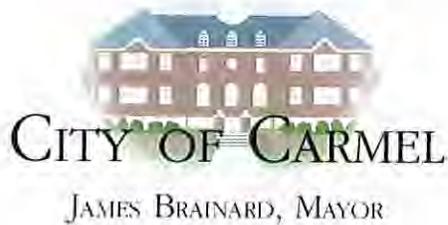
Weihe Engineers requests a waiver from standards for under drains in a Dry-Bottom Detention Facility, as defined in Section 302.08 of the Technical Standards Manual. The proposed dry detention has been provided to detain runoff from the proposed building. Unfortunately, the existing outlet for this site is only 3 feet deep, and while we are able to provide detention, we are unable to provide an underdrain due to limited depth. Additionally, we have been asked to use native plantings in the dry-bottom facility as a BMP, and an underdrain could be more easily clogged due to these plantings. We do have a bottom slope greater than 1% of 1.25%, but this is less than the required 2%.

If you have any further questions or requests for additional information pertaining to this project review, please contact me at 317-846-6611.

Thank you,

A handwritten signature in black ink that reads 'Russell L. Webster II'.

Russell L. Webster II, P.E.  
Project Engineer, Commercial Development



July 7, 2020

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

**RE: MONON CROSSING– STORMWATER TECHNICAL STANDARDS VARIANCE**

Dear Board Members:

Kyle Eichhorn with HWC Engineers is requesting a variance from the Stormwater Technical Standards Manual in association with the proposed Monon Crossing Subdivision on Rohrer Road. The following variance is requested:

**SECTION 302.03 – “Control devices shall limit the discharge to a rate such that the post-developed release rate from the site is no greater than 0.1 cfs per acre of development for 0-10 year return interval storms and 0.3 cfs per acre of developed area for 11 - 100 year return interval storms.”**

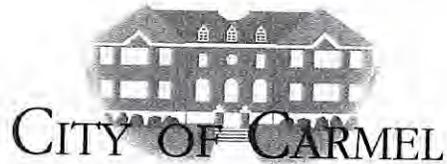
The petitioner indicates that existing site constraints prevent compliance due to 2 existing outlets and direct discharge areas that can't be accounted for when calculating the rates. The petitioner has proposed rates of 0.52 cfs for 10 year events and 1.50 cfs in 100 year events.

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

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JAMES BRAINARD, MAYOR

June 2, 2020

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

**RE: REPLAT- TOWNE OAK ESTATES LOTS 8 AND 9**

Dear Board Members:

Mr. Gordan Kritz with Stoepfelwerth & Associates has requested the replat of Towne Oak Estates Lots 8 and 9 be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,

Jeremy Kashman, P.E.  
City Engineer

ATTACHMENT: MYLAR PLAT

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