

Board of Public Works and Safety Meeting
Agenda
Wednesday, April 19, 2023 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the April 5, 2023, Regular Meeting**

2. BID OPENING AND AWARD

- a. **Quote Award for 23-STR-04 Road Preservation at Cherry Creek; Matt Higginbotham, Street Commissioner**

3. CONTRACTS

- a. **Request for Purchase of Goods and Services; Applied Concepts, Inc.; (\$45,670.00); Dual 2 Antenna Radar System; Additional Services Amendment; Chief James Barlow, Carmel Police Department**
- b. **Request for Purchase of Goods and Services; Blunk Safety Systems, Inc.; (\$219,613.86); Vehicle Emergency Lighting Kits/Utility Cabinets/K9 Kennel; Additional Services Amendment; Chief James Barlow, Carmel Police Department**
- c. **Request for Purchase of Goods and Services; CTW, Inc; (\$10,954.67); Multiconductor Wiring for New Patrol Cars; Additional Services Amendment; Chief James Barlow, Carmel Police Department**
- d. **Request for Purchase of Goods and Services; Bayliss & Co., LLC; (\$2,500.00); Consulting for Public Art on Two Roundabouts on Main Street: Education Corridor; Additional Services Amendment; Mayor James Brainard**
- e. **Request for Purchase of Goods and Services; Murray & Trettel, Inc.; (\$7,350.00); Weather Command; Matt Higginbotham, Street Commissioner**
- f. **Request for Purchase of Goods and Services; Redlee/SCS Inc.; (\$35,944.80); Weather Command; Matt Higginbotham, Street Commissioner**
- g. **Request for Purchase of Goods and Services; Tank Industry Consultants, Inc; (\$20,000.00); Evaluation of Water Towers and Water Tanks; John Duffy, Director of the Department of Utilities**
- h. **Request for Purchase of Goods and Services; Tom Wood Ford, Inc.; (\$35,943.00); 2022 Ford Escape; Additional Services Amendment; John Duffy, Director of the Department of Utilities**
- i. **Request for Purchase of Goods and Services; 3D Company, Inc.; (\$21,026.40); 20-ENG-02 Intersection Improvements: 106th Street and College Ave RAB; CO #2; Jeremy Kashman, City Engineer**
- j. **Resolution BPW 04-19-23-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Beam, Longest & Neff, LLC; (\$2,160.00); 560 3rd Ave SW – Buyer’s Agent; Jeremy Kashman, City Engineer**

4. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Caucus Room; HOA Meeting for the Bonbar at Monon Lake Homeowners Association; June 7, 2023; 6:00 PM – 9:00 PM; Jeri Ballantine, Bonbar at Monon Lake HOA**
- b. **Request to Use Midtown Plaza; Carmel on Canvas Plein Air Competition; September 15-17, 2023; 7:00 AM – 6:00 PM; Meg Gates Osborne**

5. OTHER

- a. **Request for Stormwater Technical Standards Waiver; Carmel Midtown Development Parcel A; Conner Strege, Kimley-Horn**
- b. **Request for Consent to Encroach and Variance; 3314 Spruce Wood Ct.; Anthony & Kayla Lazzara, Property Owners**

6. ADJOURNMENT

1 **Board of Public Works and Safety Meeting**
2 **Minutes**
3 **Wednesday, April 5, 2023 – 10:00 a.m.**
4 **Council Chambers City Hall, One Civic Square**
5

6
7 **MEETING CALLED TO ORDER**

8
9 *Board Member Burke called the meeting to order at 10:02 AM*
10

11 **MEMBERS PRESENT**

12
13 *Board Members Lori Watson and Mary Ann Burke, and Deputy Clerk Jacob Quinn were present.*

14
15 *Mayor James Brainard was not present.*
16

17 **MINUTES**

18
19 *Minutes from the March 15, 2023 Regular Meeting. Board Member Burke moved to approve. Board*
20 *Member Watson seconded. Minutes were approved 2-0.*
21

22 **BID OPENING AND AWARD**

23
24 *Bid Opening for Digester Gas Piping Replacement Project; Board Member Burke opened the bids and*
25 *read them aloud:*

<u>Contractor</u>	<u>Bid</u>
Maddox Industrial, LLC	\$4,390,000

26
27
28
29
30
31 *Quote Opening for 23-STR-04 Road Preservation at Cherry Creek; Board Member Burke opened the*
32 *quotes and read them aloud:*

<u>Contractor</u>	<u>Quote</u>
National Pavement Maintenance	\$65,070.00
All Star Paving, Inc	\$72,750.00

33
34
35
36
37
38 **PERFORMANCE BOND RELEASE / REDUCTION APPROVAL REQUESTS**

39
40 *Resolution BPW 04-05-23-06; Sunrise on the Monon Phase 5; Storm Sewer; Board Member Burke*
41 *moved to approve. Board Member Watson seconded. Request approved 2-0.*
42

43 *Resolution BPW 04-05-23-07; 4160 E. 96th Street; Erosion Control; Board Member Burke moved to*
44 *approve. Board Member Watson seconded. Request approved 2-0.*
45

46 *Resolution BPW 04-05-23-08; Waterfront at West Clay Section 2C; Street Signs; Board Member*
47 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

48 *Resolution BPW 04-05-23-09; Waterfront at West Clay Section 5A; Right of Way; Board Member*
49 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

50

51 CONTRACTS

52

53 *Request for Purchase of Goods and Services; Howard Asphalt LLC d/b/a Howard Companies;*
54 *(\$3,641,478.16); 2023 Paving Program; Board Member Burke moved to approve. Board Member*
55 *Watson seconded. Request approved 2-0.*

56

57 *Request for Purchase of Goods and Services; D. & L.S., Inc./ d/b/a Office Keepers; (\$17,874.00);*
58 *Cleaning Services; Board Member Burke moved to approve. Board Member Watson seconded.*
59 *Request approved 2-0.*

60

61 *Request for Purchase of Goods and Services; Ellis OD, LLC; (\$4,000.00); Professional Services –*
62 *Department Organizational Workshops; Board Member Burke moved to approve. Board Member*
63 *Watson seconded. Request approved 2-0.*

64

65 *Resolution BPW 04-05-23-01; A Resolution of the City of Carmel Board of Public Works and Safety*
66 *Acknowledging Agreement Between City and Vendor; Indiana Department of Transportation;*
67 *(\$1,000,000.00); Local Roads and Bridges Matching Grant; Board Member Burke moved to*
68 *approve. Board Member Watson seconded. Request approved 2-0.*

69

70 *Request for Purchase of Goods and Services; A Cut Above Catering, LLC; (\$3,074.18); Catering for*
71 *Holocaust Remembrance Ceremony; Board Member Burke moved to approve. Board Member*
72 *Watson seconded. Request approved 2-0.*

73

74 *Request for Purchase of Goods and Services; Pyrotecnico Fireworks, Inc.; (\$79,500.00); Fireworks*
75 *Display; Additional Services Amendment; Board Member Burke moved to approve. Board Member*
76 *Watson seconded. Request approved 2-0.*

77

78 *Request for Purchase of Goods and Services; Mainscape, Inc.; (\$25,335.00); Sod Installation;*
79 *Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson*
80 *seconded. Request approved 2-0.*

81

82 *Request for Purchase of Goods and Services; The Taylor Realty Group, P.C.; (\$2,055.00); 560 3rd*
83 *Ave SW – Appraisal Services; Board Member Burke moved to approve. Board Member Watson*
84 *seconded. Request approved 2-0.*

85

86 *Request for Purchase of Goods and Services; Engledow, Inc.; (\$49,301.00); Sophia Square Topiaries;*
87 *Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson*
88 *seconded. Request approved 2-0.*

89

90 *Resolution BPW 04-05-23-02; A Resolution of the City of Carmel Board of Public Works and Safety*
91 *Acknowledging Agreement Between City and Vendor; Flock Group, Inc; (\$49,000.00); Falcon and*
92 *Falcon Flex Camera/Additional Services Agreement; Board Member Burke moved to approve. Board*
93 *Member Watson seconded. Request approved 2-0.*

94

95 *Request for Purchase of Goods and Services; College Avenue Design, LLC d/b/a Sweet Event*
96 *Planning; (\$15,000.00); Event Planning Services – Brews on the Boulevard; Additional Services*
97 *Amendment; Nancy Heck, Director of Community Relations and Economic Development*

98

99 Resolution BPW 04-05-23-03; A Resolution of the City of Carmel Board of Public Works and Safety
100 Acknowledging Agreement Between City and Vendor; Knauss Property Services, LLC;
101 (\$212,500.00); Reflecting Pool Painting; Additional Services Amendment; Matt Higginbotham,
102 Street Commissioner
103
104 Resolution BPW 04-05-23-04; A Resolution of the City of Carmel Board of Public Works and Safety
105 Acknowledging Agreement Between City and Vendor; Marathon Pipe Line, LLC; Encroachment
106 Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request
107 approved 2-0.
108
109 Resolution BPW 04-05-23-05; A Resolution of the City of Carmel Board of Public Works and Safety
110 Acknowledging Agreement Between City and Vendor; Shepherd Insurance, LLC; (\$6,000.00);
111 Consulting Fees; Board Member Burke moved to approve. Board Member Watson seconded. Request
112 approved 2-0.
113
114 Request for Purchase of Goods and Services; Berrnath, LLC; (\$48,875.00); Falcon Asphalt Repair
115 Hotbox; Board Member Burke moved to approve. Board Member Watson seconded. Request approved
116 2-0.
117
118 Request for Purchase of Goods and Services; Rollfast, Inc.; (\$37,700.00); Professional Services for
119 Bike Carmel Events; Additional Services Amendment; Board Member Burke moved to approve.
120 Board Member Watson seconded. Request approved 2-0.
121
122 Request for Purchase of Goods and Services; Comcast Business; (\$2,377.55); Monthly Service;
123 Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.
124
125 Request for Purchase of Goods and Services; St. Vincent Health, Wellness and Preventive Care
126 Institute, Inc.; (\$75,432.00); Firefighter Physicals; Additional Services Amendment; Board Member
127 Burke moved to approve. Board Member Watson seconded. Request approved 2-0.
128
129 Request for Purchase of Goods and Services; St. Vincent Health, Wellness and Preventive Care
130 Institute, Inc.; (\$31,430.00); Firefighter Physicals; Additional Services Amendment; Board Member
131 Burke moved to approve. Board Member Watson seconded. Request approved 2-0.
132
133 Request for Purchase of Goods and Services; Stryker Sales, LLC; (\$31,407.00); LifePak 15
134 Preventative Maintenance; Additional Services Amendment; Chief David Haboush, Carmel Fire
135 Department
136
137 Request for Materials Transfer Agreement; Verily Viral Pathogen Testing Services; Board Member
138 Burke moved to approve. Board Member Watson seconded. Request approved 2-0.
139
140 Request for Purchase of Goods and Services; Rieth-Riley Construction Inc.; (\$201,137.72); 20-ENG-
141 01 Smoky Row Road Reconstruction from Old Meridian Road to Rangeline Road; CO #7; Board
142 Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.
143

144 **REQUEST TO USE CITY STREETS/PROPERTY**

145
146 Request to Acknowledge Approval to Use the Japanese Garden; Wedding; April 3, 2023; 1:00 PM –
147 4:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request
148 approved 2-0.

149 *Request to Use/Close City Streets and Carter Green; Bolt for the Heart 5K; November 23, 2023; 5:00*
150 *AM – 11:00 AM; Board Member Burke moved to approve. Board Member Watson seconded. Request*
151 *approved 2-0.*

152
153 *Request to Use Carter Green; Equity Event; July 16, 2023; 10:00 AM – 10:00 PM; Carmella Sparrow,*
154 *Communities Allied for Racial Equity*

155
156 *Request to Use/Close City Streets/Carter Green/Civic Square Fountain Area, Gazebo and Lawn;*
157 *CarmelFest; July 2-4, 2023; 1:00 PM – 10:00 PM; Board Member Burke moved to approve. Board*
158 *Member Watson seconded. Request approved 2-0.*

159
160 *Request to Use City Hall Parking Lot/City of Carmel Stage; CarmelFest Kids Zone; July 3-4, 2023;*
161 *5:00 AM – 11:00 PM; Board Member Burke moved to approve. Board Member Watson seconded.*
162 *Request approved 2-0.*

163
164 *Request to Use Civic Square Gazebo/Lawn; Indianapolis-Carmel Children’s Festival; April 29, 2023;*
165 *7:30 AM – 4:00 PM; Board Member Burke moved to approve. Board Member Watson seconded.*
166 *Request approved 2-0.*

167
168 *Request to Use Carter Green; Cheftacular; May 1, 2023; 11:00 AM – 9:30 PM; Board Member Burke*
169 *moved to approve. Board Member Watson seconded. Request approved 2-0.*

170
171 *Request to Use Midtown Plaza; Grads on the Grass; May 26, 2023; 11:00 AM – 4:00 PM; Board*
172 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

173
174 *Request to Use Carter Green and Use/Close City Streets (Updated); Religious Procession/Public*
175 *Prayer; June 11, 2023; 9:00 AM – 7:00 PM; Board Member Burke moved to approve. Board Member*
176 *Watson seconded. Request approved 2-0.*

177
178 *Request to Add Temporary No Parking Signs; Tour Bus Parking; April 14, 2023; 12:00 PM – 1:30*
179 *PM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-*
180 *0.*

181
182 *Request to Use Civic Square Gazebo/Lawn; Police Memorial; May 3, 2023; 8:00 AM – 8:00 PM;*
183 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

184
185 *Request to Use Caucus Room; Retirement Outreach Program; May 31 and June 1, 2023; 11:00 AM –*
186 *1:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request*
187 *approved 2-0.*

188
189 *Request to Use/Close City Streets; Carmel 5K for Haiti; July 29, 2023; 4:00 AM – 12:00 PM; Board*
190 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*

191
192 *Request to Use City of Carmel Stage; Carmel International Arts Festival; September 23-24, 2023;*
193 *6:00 AM – 6:00 PM; Board Member Burke moved to approve. Board Member Watson seconded.*
194 *Request approved 2-0.*

195
196 *Request to Use City Sidewalks/Monon Greenway; Fundraiser for Brain Cancer Research; May 20,*
197 *2023; 7:00 AM – 5:00 PM; Board Member Burke moved to approve. Board Member Watson*
198 *seconded. Request approved 2-0.*

199

200 *Request to Use Palladium East Courtyard; Event for Lake Forest Ferrari; May 5, 2023; 3:00 PM –*
201 *10:00 PM; Board Member Burke moved to approve. Board Member Watson seconded. Request*
202 *approved 2-0.*

203
204 *Request to Use Midtown Plaza (Updated); Group Fitness Class; April 22, 2023; 8:00 AM – 11:00 AM;*
205 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
206

207 *Request to Use Monon & Main Plaza; Placing a Giant Floor Piano for the American Pianists Awards;*
208 *April 20, 2023; 3:30 PM – 6:30 PM; Board Member Burke moved to approve. Board Member Watson*
209 *seconded. Request approved 2-0.*
210

211 **OTHER**

212
213 *Request for Additional Arts Grant Program Agreement; (\$2,670.00 Increase); Central Indiana Dance*
214 *Ensemble; Board Member Burke moved to approve. Board Member Watson seconded. Request*
215 *approved 2-0.*
216

217 *Uniform Conflict of Interest Disclosure Statement; Board Member Burke moved to approve. Board*
218 *Member Watson seconded. Request approved 2-0.*
219

220 *Request for Petition to Vacate a Public Right of Way; LOR/1933 Lounge Redevelopment Project;*
221 *Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
222

223 *Request for Curb Cut Vacation/ Curb Cut; 912 Auman Drive East; Board Member Burke moved to*
224 *approve. Board Member Watson seconded. Request approved 2-0.*
225

226 *Request for Lane Restrictions/ Road Closure/Open Pavement Cut; 401 1st Ave NE; Board Member*
227 *Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
228

229 *Request for Stormwater Technical Standards Waiver; 1701 E 116th Street; Board Member Burke*
230 *moved to approve. Board Member Watson seconded. Request approved 2-0.*
231

232 *Request for Stormwater Technical Standards Waiver; 11841 Pebblebrook Lane; Board Member Burke*
233 *moved to approve. Board Member Watson seconded. Request approved 2-0.*
234

235 *Request for Stormwater Technical Standards Waiver; Carmel Clay History Museum, 211 1st Street*
236 *SW; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
237

238 *Request for Stormwater Technical Standards Waiver; Range Line Road Mixed-Use Development, 175*
239 *S Range Line Road; Board Member Burke moved to approve. Board Member Watson seconded.*
240 *Request approved 2-0.*
241

242 *Request for Stormwater Technical Standards Waiver; Chick-Fil-A, 9965 N Michigan Road; Board*
243 *Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0.*
244

245 *Request for Consent to Encroach and Variance; 9650 Prairiewood Way; Board Member Burke moved*
246 *to approve. Board Member Watson seconded. Request approved 2-0.*
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248 **ADJOURNMENT**

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250 *Board Member Burke adjourned the meeting at 10:08 a.m.*

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APPROVED:

Sue Wolfgang – City Clerk

Mayor James Brainard

ATTEST:

Sue Wolfgang – City Clerk

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Applied Concepts, Inc., (the "Vendor"), as City Contract dated August 7, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Applied Concepts, Inc.

By:

Authorized Signature

BART D HOGUE

Printed Name

INSIDE SALES PARTNER

Title

FID/TIN: _____

Date: APRIL 4, 2023



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

Exhibit A

National Toll Free: 1-800- STALKER

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

QUOTE
#2070729

Page 1 of 1

Date: 02/10/23

Reg Sales Mgr: Dewey Gatts
972-398-3780
dewey@stalkerradar.com

Effective From : 02/10/2023

Valid Through: 05/11/2023

Lead Time: 45 working days

Bill To: Carmel Police Dept 3 Civic Sq Carmel, IN 46032-2584	Customer ID: 022193 Accounts Payable	Ship To: Carmel Police Dept 3400 W 131st St Carmel, IN 46074-8267	<i>FedEx Ground</i> City Mechanic Jason Ogle
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	20	805-0022-00	Dual - 2 Antenna Radar System	36	\$2,261.00	\$45,220.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	20	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered			\$0.00
2	20	200-0996-40	Dual SL Modular Display			\$0.00
3	40	200-1468-00	Dual DSR Ka Antenna			\$0.00
4	20	200-0920-00	Dual SL Remote Control w/Screw Latch			\$0.00
5	20	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
6	20	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
7	20	200-0243-00	Counting/Display Tall Mount			\$0.00
8	20	200-0244-00	Antenna Dash Mount			\$0.00
9	20	200-0245-00	Antenna Tall Deck Mount			\$0.00
10	20	200-0648-00	Display Sun Shield			\$0.00
11	20	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
12	20	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
13	20	200-0622-00	VSS Cable Kit			\$0.00
14	20	200-0820-00	Dual Manual Kit			\$0.00
15	20	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
16	20	005-1468-00	Dual Certified Package			\$0.00
17	20	060-1000-36	36 Month Warranty			\$0.00
Group Total						\$45,220.00

Product	\$45,220.00	Sub-Total:	\$45,220.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$450.00
		Total: USD	\$45,670.00

Vehicle Information:
2023 Ford Interceptor SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



Search

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SHOPPING CART

IMAGE	PRODUCT NAME	UNIT PRICE	QUANTITY	TOTAL
	Stalker DSR-2X Police Radar	\$4,579.95	20	\$91,599.00

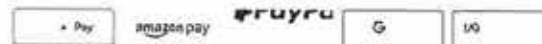
CONTINUE SHOPPING

EDIT CART CLEAR CART

Add a note to your order

Total **\$91,599.00**

PROCEED TO CHECKOUT



YOU MIGHT ALSO LIKE



Stalker QVAL Police Radar
\$3,324.95



Stalker X-Series LIDAR Handheld Police Laser
\$5,999.95



SoundOff Signal nERGY™ 400 Series Handheld Siren 200 Watt
\$478.00



SoundOff Signal nERGY™ 400 Series Handheld Siren 400 Watt
\$411.00

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SUBMIT



5431 Davison Road
Lapeer, MI 48446
Text : 877-557-9495
Email : sales@sirenworld.com



MAIN MENU

- HOME
- SPENDING LEVELS
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- VEHICLE EQUIPMENT
- TOOLS & SAFETY
- THE PURGE

CUSTOMER CARE

- SEARCH
- RETURN POLICY
- SHIPPING POLICY
- TERMS OF SERVICE
- PRIVACY





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Ok, 20 items were added to your cart. What's next?



Proceed to checkout

Order subtotal
\$124,613.60

Your cart contains 20 items

Continue Shopping

View or edit your cart



Stalker 2X Law Enforcement Radar, includes Both Direction Sensing

Stalker

70 x 66 720.60

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
108641

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
3/27/2023			368978	

APPLIED CONCEPTS INC
VENDOR PO BOX 972943

Police Department
SHIP TO 3 Civic Square
Carmel, IN 46032-

DALLAS, TX 75397--2943

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75285				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 1110 Fund: 0 Capital Lease Fund				
Account: 44-670.99				
20	Each	805-0022-00 Dual - 2 Antenna Radar System	\$2,261.00	\$45,220.00
1	Each	shipping	\$450.00	\$450.00
			Sub Total	\$45,670.00



Send Invoice To:
Police Department

3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$45,670.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY

Jim Barlow

Jim Barlow
Chief

James Crider

James Crider
Director of Administration

TITLE

CONTROLLER

CONTROL NO. 108641

APPROVED
By Sergey Gromovkin at 12:12 pm, Apr 05, 2023

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Blunk Safety Systems, Inc., (the "Vendor"), as City Contract dated August 7, 2019 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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


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

Blunk Safety Systems, Inc.

By:

By:

James Brainard, Presiding Officer



Authorized Signature

Date: _____

Corey Blunk

Printed Name

Mary Ann Burke, Member

Vice President

Title

Date: _____

Lori S. Watson, Member

FID/TIN: 20289038410

Date: _____

ATTEST:

Date: April 4, 2023

Sue Wolfgang, Clerk

Date: _____

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

Exhibit A

QUOTATION

Quote Number: Havis
 Quote Date: Feb 21, 2023
 Page: 1

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
Camel Police Department 3 Civic Square ATTN: Becky Feltz Camel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Camel P.D.	3/23/23	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
2.00	PKG-VSX-1800-INUT-1	Havis Package - VSX Console For Laptop Docking Stations For 2020-2023 Ford Interceptor Utility	1,033.00	2,066.00
1.00	Shipping	Shipping **TBD**		
			Subtotal	2,066.00
			Sales Tax	
			TOTAL	2,066.00

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

QUOTATION

Quote Number: 2023
 Quote Date: Feb 13, 2023
 Page: 1

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
 Carmel Police Department
 3 Civic Square
 ATTN: Becky Feltz
 Carmel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Carmel P.D.	3/15/23	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
10.00	INT-PFR-ES	51" Federal Integrity Lightbar Package (Includes Lightbar/Pathfinder Siren and Switch Control/ ES100C Siren Speaker and Mount)	2,275.00	22,750.00
10.00	ILS-PFR-ES	Federal Signal Front and Rear ILS, PathFinder Siren/Switch Control, and ES100C with Bracket	2,175.00	21,750.00
30.00	RBKIT2	Federal RUMBLER Woofer (Pair) to be used with Pathfinder. Includes	342.00	10,260.00
4.00	ILS Low Pro w/ Flood	Federal ILS Low Pro Dual Color with Flood Light (2023 Chevy Tahoe) (Red/White - Driver's Side and Blue/White - Passenger's Side)	695.00	2,780.00
4.00	ILS Low Pro (Rear)	Federal Low Profile ILS Rear Hatch Interior Light (2023 Chevy Tahoe) (Red/Amber - Driver's Side and Blue/Amber - Passenger's Side)	695.00	2,780.00
20.00	ES100C	Federal Signal 100 Watt Speaker includes Bracket	175.00	3,500.00
4.00	MPSM6-GRL2	Federal MicroPulse Grill Mounts for 2021+ Tahoe	31.80	127.20
20.00	MPS122U-RW	Federal MicroPulse Ultra 12, Dual Color (Red/White), Clear lens, surface mount	99.00	1,980.00
20.00	MPS122U-BW	Federal MicroPulse Ultra 12, Dual Color (Blue/White), Clear lens, surface mount	99.00	1,980.00
20.00	IPX-LPV2	Federal MicroPulse License Plate Bracket	46.00	920.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

QUOTATION

Quote Number: 2023
 Quote Date: Feb 13, 2023
 Page: 2

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
Carmel Police Department 3 Civic Square ATTN: Becky Feltz Carmel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Carmel P.D.	3/15/23	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
100.00	MPS62U-RW	Federal MicroPulse Ultra 6, Dual Color (Red/White), Clear lens, surface mount	89.00	8,900.00
100.00	MPS62U-BW	Federal MicroPulse Ultra 6, Dual Color (Blue/White), Clear lens, surface mount	89.00	8,900.00
60.00	MPSM6-DL	Federal L-Bracket for (2) MPS6U Lights Side-By-Side	13.62	817.20
25.00	MPSW9X-RW	MicroPulse Wide Angle 9, Dual Color (Red/White), Clear lens, steady burn, surface mount	112.00	2,800.00
25.00	MPSW9X-BW	MicroPulse Wide Angle 9, Dual Color (Blue/White), Clear lens, steady burn, surface mount	112.00	2,800.00
25.00	MPSMW9-FPIU20MIR	Federal Side Mirror Brackets for 2020+ Ford Utility (Pair)	22.50	562.50
20.00	OBDCABLE25-2	Federal 25 ft. OBDII Cable 2020+ Ford Interceptor Utility	101.72	2,034.40
4.00	OBDCABLE20-GMCAN	Federal 20-ft OBDII interface cable, for use on 2021+ Chevrolet Tahoe	101.72	406.88
20.00	EXPMOD24	Federal 24-Channel Expansion Module	207.75	4,155.00
20.00	EXPMOD-2	Federal Rear Expansion Module, (18) solid-state programmable relay outputs, (16) 7.5 A flashing outputs and (2) 20 A control outputs	335.98	6,719.60
20.00	EXPHARN03	Federal Rear taillight connection wire harness for use with rear expansion module, Ford Police Interceptor Utility,	95.71	1,914.20
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

QUOTATION

Quote Number: 2023
 Quote Date: Feb 13, 2023
 Page: 3

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
Camel Police Department 3 Civic Square ATTN: Becky Feltz Camel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Camel P.D.	3/15/23	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
3.00	EXPHARN05	2020+ Federal rear taillight connection wire harness for use with rear expansion module, Chevy Tahoe, 2021+	123.84	371.52
20.00	MPSC2X-RW	Federal MicroPulce C Series Dual Color (Red/White), Clear lens, steady burn, surface and stud mount	81.00	1,620.00
20.00	MPSC2X-BW	Federal MicroPulce C Series Dual Color (Blue/White), Clear lens, steady burn, surface and stud mount	81.00	1,620.00
20.00	416900XZ-RW	Federal Dual Color (Red/White), single-head in-line Corner LED Systems, (1) LED head with in-line flasher, cables and Black bezel	53.60	1,072.00
40.00	416900XZ-BW	Federal Dual Color (Blue/White), single-head in-line Corner LED Systems, (1) LED head with in-line flasher, cables and Black bezel	53.60	2,144.00
6.00	PF200H	Federal PathFinder Siren/Switch Control (Hand Held)	850.00	5,100.00
20.00	P1300UINT20AOSB-R	Pro-Gard 1/3 Cage Single Prisoner Transport System with Retractable	2,182.32	43,646.40
15.00	CSC47UINT20	Outboard Seat Belts (2020+ Ford Utility) Pro-Gard Steel Cargo Security Cover (for use w/ Pro-gard cargo barrier only)	397.80	5,967.00
6.00	CSC47UINT20S	Pro-Gard Steel Cargo Security Cover (for	563.22	3,379.32
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

QUOTATION

Quote Number: 2023
 Quote Date: Feb 13, 2023
 Page: 4

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
Carmel Police Department 3 Civic Square ATTN: Becky Feltz Carmel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Carmel P.D.	3/15/23	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
3.00	CSC57T21S	use w/o a cargo barrier, includes lower panel enclosures) Pro-Gard Steel Cargo Security Cover (for use w/o a cargo barrier, includes lower panel enclosures) 2021+ Chevy Tahoe	580.86	1,742.58
30.00	PTL4213	Pro-Gard Prisoner Transport Lighting Two 3" Round LED's (Red/White)	148.50	4,455.00
10.00	B4705UJINT20	Pro-Gard 2020+ Ford Utility Rear Cargo Barrier with Steel Wire	383.80	3,838.00
50.00	C-SW-1	Havis Rocker Switch	18.20	910.00
25.00	C-PM-124	Havis PocketJet Printer Mount for Ford Interceptor Utility	167.70	4,192.50
25.00	C-PM-124-RFK	Havis Retrofit Kit For Brother PocketJet 8 Printer Mount For Ford Interceptor Utility	31.20	780.00
20.00	C-VS-1012-INUT	Havis 2020+ Ford Interceptor Utility Specific Angled Console	391.30	7,826.00
20.00	C-ARM-103	Havis Flip-Up Arm Rest	118.30	2,366.00
20.00	CUP2-1001	Havis Self-Adjusting Double Cup Holder	43.55	871.00
20.00	C-MCB	Havis Mic Clip Bracket	12.35	247.00
2.00	CM009785-1	Havis HVAC Relocation Bracket Kit (2020+ Ford Utility)	39.41	78.82
4.00	650003	Federal PA650 Hand Held Siren/Switch Control	412.30	1,649.20
1.00	HP-5020	Ace K9 Hot-N-Pop Pro (Door Popper and Heat Alarm)	1,499.00	1,499.00
1.00	AWD-7040	AceWatchDog for use with Pro Alarm	899.00	899.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

Safety Systems
 4113 Turner Road
 Richmond, IN 47374

QUOTATION

Quote Number: 2023
 Quote Date: Feb 13, 2023
 Page: 5

Voice: 765-935-3566
 Fax: 765-935-9713

Quoted To:
Carmel Police Department 3 Civic Square ATTN: Becky Feltz Carmel, IN 46032

Customer ID	Good Thru	Payment Terms	Sales Rep
Carmel P.D.	3/15/23	Net 30 Days	Corey S. Blunk

Quantity	Item	Description	Unit Price	Amount
30.00	GVM4720S-H	Systems. AceWatchDog Server Service is \$168.00 Per Year and the First Year is Included with New Unit.		
		Pro-Gard Tri-Lock Gun Rack Self Supporting (2020+ Ford Utility) Single AR15 Mount	386.75	11,602.50
1.00	Shipping	Shipping (Ace K9)	48.21	48.21
1.00	Shipping	Shipping (Pro-Gaard)	421.23	421.23
1.00	Shipping	Shipping (Havis)	364.60	364.60
			Subtotal	217,547.86
			Sales Tax	
			TOTAL	217,547.86

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
108640

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
3/27/2023			359261	

SAFETY SYSTEMS
VENDOR 4113 TURNER ROAD

Police Department
SHIP TO 3 Civic Square
Carmel, IN 46032-

RICHMOND, IN 47374 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75284				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 1110 Fund: 0 Capital Lease Fund				
Account: 44-670.99				
2	Each	Havis Package	\$1,033.00	\$2,066.00
1	Each	vehicle emergency lighting kits, utility cabinets, K9 Kennel	\$217,547.86	\$217,547.86
			Sub Total	\$219,613.86



Send Invoice To:
Police Department

3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				PAYMENT \$219,613.86

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 THERE TO

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

Jim Barlow

Jim Barlow
Chief

James Crider

James Crider
Director of Administration

TITLE

CONTROLLER

CONTROL NO. 108640

APPROVED
By Sergey Grishchenko at 12:12 pm, Apr 16, 2023

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and CTW, Inc., (the "Vendor"), as City Contract dated May 18, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

James Brainard; Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

CTW, Inc.

By:

Authorized Signature

RUBEN FIORENZA
Printed Name

PAES
Title

FID/TIN: _____

35-1400031

Date: _____

2/5/23



Exhibit A

749 Commerce Parkway West Dr
 Greenwood, IN 46143
 USA
 Phone: (317) 881-3785
 Fax: (800) 833-7134
 www.ctwinc.com

QUOTE

DATE	QUOTE NO.	PAGE
02-09-23	1225543	1 of 2
RFQ # PD UPFITTING		

BILL TO: #3350
 Carmel Street Dept.
 3400 West 131st St.
 Carmel, IN 46074

SHIP TO:
 Carmel Street Dept.
 3400 West 131st St.
 Carmel, IN 46074

CUSTOMER RFQ #	SHIP VIA	SALESPERSON	PAYMENT TERMS	SHIP DATE		
PD UPFITTING	Delivered	Evan - Indy	Net 30 Days	02-09-23		
PRODUCT / DESCRIPTION		QTY ORD	UNIT	PRICE	PER	TOTAL
MCS-183-6 Multiconductor, Foil;Shield - 18 Ga./3 Cond.		3,000	EA	\$0.77187	EA	\$2,315.61
CL-012PS-BK7 Loom - Polyethylene -;Black - 1100 ft. - Box		1,100	EA	\$0.24252	EA	\$266.77
76-18-25 Fully Nylon Insulated -;Female Quick-Slide - Red		1,000	EA	\$0.28094	EA	\$280.94
77-18-25 Fully Nylon Insulated -;Male Quick-Slide - Red		1,000	EA	\$0.30535	EA	\$305.35
76-14-25 Fully Nylon Insulated -;Female Quick-Slide - BL		1,000	EA	\$0.28094	EA	\$280.94
77-14-25 Fully Nylon Insulated -;Male Quick-Slide - Blue		1,000	EA	\$0.30032	EA	\$300.32
76-10-25 Fully Nylon Insulated -;Female Quick-Slide - YW		1,000	EA	\$0.36137	EA	\$361.37
77-10-25 Fully Nylon Insulated -;Male Quick-Slide -Yellow		1,000	EA	\$0.44449	EA	\$444.49
60-10-16 Nylon Insulation - Ring;Terminal - Yellow		500	EA	\$0.39745	EA	\$198.73
60-10-38 Nylon Insulation - Ring;Terminal - Yellow		500	EA	\$0.59195	EA	\$295.98
60-14-14 Nylon Insulation - Ring;Terminal - Blue		500	EA	\$0.33826	EA	\$169.13
60-14-16 Nylon Insulation - Ring;Terminal - Blue		500	EA	\$0.42282	EA	\$211.41
2-18-7-9 Vinyl Butt Connector -;Red - Bulk 1000		5,000	EA	\$0.18477	EA	\$923.85
2-14-7-9 Vinyl Butt Connector -;Blue - Bulk 1000		5,000	EA	\$0.21319	EA	\$1,065.95

Continued...



749 Commerce Parkway West Dr
 Greenwood, IN 46143
 USA
 Phone: (317) 881-3785
 Fax: (800) 833-7134
 www.ctwinc.com

QUOTE

DATE	QUOTE NO.	PAGE
02-09-23	1225543	2 of 2
RFQ # PD UPFITTING		

BILL TO: #3350
 Carmel Street Dept.
 3400 West 131st St.
 Carmel, IN 46074

SHIP TO:
 Carmel Street Dept.
 3400 West 131st St.
 Carmel, IN 46074

CUSTOMER RFQ #	SHIP VIA	SALESPERSON	PAYMENT TERMS	SHIP DATE	
PD UPFITTING	Delivered	Evan - Indy	Net 30 Days	02-09-23	
PRODUCT / DESCRIPTION	QTY ORD	UNIT	PRICE	PER	TOTAL
PPW-142-6 Parallel Primary Wire -;14 Ga. - 2 Conductor	2,000	EA	\$0.65027	EA	\$1,300.54
ET-33+ 3M Electrical Tape -;Scotch 33+ - 7 Mil - 3/4	20	EA	\$7.87834	EA	\$157.57
FH-196-12-9 ATC - Heavy Duty Bulk;Fuseholder - w/Cap	300	EA	\$3.73320	EA	\$1,119.96
JPW-122-5 Jacketed Primary Wire -;12 Ga. - 2 Cond. - 500	1,000	EA	\$0.95576	EA	\$955.76
				SUB TOTAL	\$10,954.67
				SALES TAX	\$0.00
				TOTAL	\$10,954.67

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

108638

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
3/27/2023			00351425	

VENDOR C T W ELECTRICAL CO, INC
749 COMMERCE PARKWAY WEST DR

SHIP TO Police Department
3 Civic Square
Carmel, IN 46032-

GREENWOOD, IN 46143 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75279				

Department: 1110 Fund: 0 Capital Lease Fund
Account: 44-670.99

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	Multiconductor wiring for new patrol cars	\$10,954.67	\$10,954.67
			Sub Total	\$10,954.67



Send Invoice To:
Police Department

3 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$10,954.67

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

Jim Barlow

Jim Barlow
Chief

James Crider

James Crider
Director of Administration

CONTROL NO. 108638

TITLE
CONTROLLER

Bayliss & Co., LLC
Mayor's Office - 2023
Appropriation #1160 101 43-419.99 Fund; P.O. #108668
Contract Not To Exceed \$2,500.00

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Bayliss & Co., LLC, (the "Vendor"), as City Contract dated November 20, 2018 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Bayliss & Co., LLC

By:

By:

James Brainard, Presiding Officer

Arlon Bayliss
Authorized Signature

Date: _____

ARLON BAYLISS
Printed Name

Mary Ann Burke, Member

OWNER BAYLISS+CO. LLC.
Title

Date: _____

FID/TIN: 47-481 9703

Lori S. Watson, Member

Date: _____

Date: 4/10/2023

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Exhibit A

Arlon Bayliss

Additional Work estimate consulting

Roundabout Artworks, Artist selection: Carmel Clay Library and Carmel-Clay High School

**Hours estimated are based on log (previously submitted) of completed work*

General prep. for mtgs.: Library finalists	1.0h
Zoom call with Paula and CODAWorx: Using portal to view HS submissions	1.0h
First cut RFQs and notes	3.0h
Phone call with Paula: Voting results from HS first cut and next steps	1.0h
Notes, totals and prep. for call with Paula: H School	0.5h
Emails with Paula: Totals discussion and plan next meetings	0.5h
Phone call Paula: Final review of HS first cut. Plan next moves.	2.0h
Take up-to-date photos of HS RAB onsite:	1.0h
Phone call Paula: CodaWorx and HS finalists' additional info.	1.0h
Phone mtgs and emails with Paula: Library 3 finalists	1.0h
Phone mtgs and emails with Paula: High School RFQ.	1.0h
Zoom HS interviews, 8 semi- finalists:	4.0h
Discussion and decide 3 finalists:	1.0h
Various notes re: HS Zoom interviews	1.0h
Plus:	
Interviews discussion and decision with stakeholder panel final 3 Library	3.0h
Interviews discussion and decision with stakeholder panel final 3 High School	3.0h

Total: 25hrs

<u>Hours</u>	<u>Rate</u>	<u>Total</u>
25	\$100/hr	\$2,500

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

108668

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
4/7/2023			372450	ADDITIONAL SERVICES CONSULTING WORK

BAYLISS & CO. LLC
VENDOR 415 DAVIS DRIVE

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

ANDERSON, IN 46011--2274

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75600				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	CONSULTING FOR PUBLIC ART ON TWO ROUNDABOUTS ON MAIN STREET: EDUCATION CORRIDOR	\$2,500.00	\$2,500.00
Sub Total				\$2,500.00

Department: 1160 Fund: 101 General Fund

Account: 43-419.99



Send Invoice To:
Mayor's Office

1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$2,500.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY

TITLE
CONTROLLER

Sharon Kibbe
Sharon Kibbe
Executive Office Manager

CONTROL NO. **108668**

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 Murray & Trettel, Inc. (hereinafter "Professional").

RECITALS

WHEREAS, the 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 2201-43-509.00 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Seven Thousand Three Hundred Fifty Dollars (\$7,350.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2023, 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

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
	Each Occurrence Limit	\$1,000,000.00
	Damage to Rented Premises	\$100,000.00 (each occurrence)
	Medical Expense Limit	\$5,000.00
	Personal and Advertising Injury Limit	\$500,000.00
	General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)
	NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
	Products/Completed Operations	\$1,000,000.00
B.	Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
	Bodily injury & property damage	\$1,000,000.00 each accident

- C. Excess/Umbrella Liability \$2,000,000 (each occurrence and aggregate)
- D. Worker's Compensation & Disability Statutory
- E. 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
- F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

7.13 Notice

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

CITY:

City of Carmel
Street Department
One Civic Square
Carmel, Indiana 46032
ATTENTION: Matt Higginbotham

City of Carmel
Office of Corporation Counsel
One Civic Square
Carmel, Indiana 46032
Attn: Jon Oberlander

PROFESSIONAL:

Murray & Trettel, Inc.
600 First Bank Drive, Suite A
Palatine, IL 60067

ATTENTION: Thomas R. Piazza

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

7.18 Entire Agreement

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

7.19 Representation and Warranties

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

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

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

7.23 Personnel

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

7.24 Records and Inspections

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

7.25 Accomplishment of Project

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

7.26 Debarment And Suspension

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

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

7.27 Access to Public Records Act

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

7.28 Iran Certification

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

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

BY:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

Murray & Trettel, Inc.

BY:



Authorized Signature

Printed Name: Thomas R. Piazza

Title: President

FID/TIN: 36-2540914

Last Four of SSN if Sole Proprietor: _____

Date: March 30, 2023



*Meteorological Consulting
Professional Services Agreement*

March 21, 2023

David Lovell
City of Carmel, IN
3400 W. Main Street
Carmel, IN 46074

Weather Command® Consulting Meteorologists will provide Ultimate Package Year Round Gold Level Snow & Ice Precipitation Warnings as well as Gold Level Warm Season Storm, Rain and Wind Warnings, Daily Operating Forecasts, and Winter Pavement Forecasts for the City of Carmel, IN for One Year Beginning on April 1, 2023 through March 31, 2024.

Weather Services Included:

Snow & Ice Precipitation Warnings - Ultimate Gold Level Service Package
(\$4200 per year)

Weather Command® meteorologists will provide advanced notification for operationally significant snow, sleet and freezing rain types of precipitation for the City of Carmel, IN, from the First Precipitation Event to the Last Precipitation Event during the 2023-2024 Winter Season during the term of this contract.

Weather Command® will email a copy of the Snow & Ice Precipitation Warning Form and Weather Command® will also make a call to notify that a Snow & Ice Precipitation Warning has been issued 24 Hours a Day / 7 Days a week.

Warm Season Storm Warnings – Ultimate Gold Level Service Package (Included)

Weather Command meteorologists will provide advanced notification of storm conditions that will impact the City of Carmel, IN.

- Thunderstorms: Any Thunderstorms
- Wind Gusts greater than 40 MPH.
- Rain: Rainfall greater than 0.5 inch in a 6 hour period.

Weather Command® will email a copy of the Storm Warning Form. Weather Command® staff will also make a call to the City of Carmel, IN to notify that a Storm Warning has been issued 24 Hours a Day / 7 Days a week.



Unlimited 24/7 Consultation with Professional Meteorologists (Included-Ultimate Gold)

The City of Carmel, IN will have the ability to call Weather Command and consult with a meteorologist at any time 7 days per week, 24 hours per day regarding weather conditions in Carmel Indiana. The Weather Command® forecast center number is 847-963-9000 x 2

Daily Operational Forecasts (Included in Ultimate Gold Level Package)

The City of Carmel, IN will receive once per day, an operational forecast for six forecast days for your location. The forecast will include high and low temperature, precipitation start time, end time, probability, amount, wind speed and direction and other weather parameters. The forecast will be sent by email.

Long Range Weather Forecasts for One Year (Included- Ultimate Gold Level Package)

Weather Command® meteorologists will provide Long Range Weather Forecasts typically twice per week, looking at weekly or monthly or even seasonal trends. This forecast can help with planning and staffing considerations.

Weather Command® will email the Long Range Weather Forecasts when issued.

Pavement Temperature and Conditions Forecasts Nov 1 thru April 30

(\$350/Month for first location // \$175 / Month for second location = \$3150)

Weather Command® meteorologists will provide Pavement Temperature and Condition Forecasts for **Two Mutually Agreed Upon Locations** by email once per day. This Forecast will include pavement temperatures, pavement conditions and weather conditions for a 24 hour period.

Limitations

The City of Carmel, IN agree that all weather forecasts, warnings and data furnished to them under this agreement will be utilized only by the City of Carmel, IN, and will not be redistributed to any other person or entity.

(All forecasts, warnings, and details therein are made subject to the inherent limitations of the science of Meteorology. Because of this, these warnings and the details therein should be considered supplementary to, and are not intended to replace, other pertinent weather information. There is a margin of error in all weather forecasting that must be acknowledged and accounted for.)



Fee

In consideration thereof, the City of Carmel, IN agree to pay by Murray & Trettel, Inc. / Weather Command® the sum of \$7350. Payment is due within 30 days of receipt of invoice.

This contract will be automatically extended each year, with an annual fee increase not to exceed 5%, unless written notice of cancellation is received by Murray & Trettel, Inc. / Weather Command® on or before March 31st of each successive year.

For the City of Carmel, IN:

Thomas R. Piazza
President, Murray and Trettel Inc.

Signature Date

Print Name

Title

Exhibit A 3 of:

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

AFFIDAVIT

Thomas R. Piazza, 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 Murray and Tiettel, 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 30th day of March, 2023.

Thomas Piazza
Printed: Thomas R. Piazza

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.

Thomas Piazza
Printed: Thomas R. Piazza

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

108622

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION
3/23/2023			358714	

MURRAY & TRETTEL, INC
VENDOR 600 FIRST BANK DRIVE SUITE A

Street Department
SHIP TO 3400 W. 131st Street
Carmel, IN 46074-
Matt Higginbotham (317) 733-2001

PALATINE, IL 60067 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75152				

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

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each	Weather Command	\$7,350.00	\$7,350.00
		Sub Total	\$7,350.00

Send Invoice To:
Street Department

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$7,350.00

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 59, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERE TO

PAYMENT

*AIR 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

Lee Higginbotham

Lee Higginbotham
Commissioner

TITLE

James Crider

James Crider
Director of Administration

CONTROL NO. 108622

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 Redlee/SCS 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 1206 101 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 Thirty Five Thousand Nine Hundred Forty Four Dollars and Eighty Cents (\$35,944.80) (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.

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

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2. **PERFORMANCE:**
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 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

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

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

17. SEVERABILITY:

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

18. NOTICE:

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

If to City:	City of Carmel Street Department 3400 W 131 st Street Carmel, Indiana 46074	AND	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
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If to Vendor: Redlee/SCS Inc.
10425 Olympic Drive, Suite A
Dallas, Texas 75220-4427

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 Parties may terminate this Agreement at any time upon thirty (30) days prior notice. 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, 2023. The parties agree that if Agreement is renewed, the cost for one calendar year of Goods and Services shall increase to Forty-Three Thousand One Hundred Thirty-Three and 76/100 Dollars (\$43,133.76). If Agreement is renewed, and upon provision of invoice/proposal from Vendor to the City, the parties will enter into Additional Services Agreement to reflect the cost increase for a full calendar year.

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 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

Redlee/SCS Inc.

by and through its Board of Public
Works and Safety

By:

By:



James Brainard, Presiding Officer
Date: _____

Authorized Signature

John Gendreau

Mary Ann Burke, Member
Date: _____

Printed Name

President

Lori S. Watson, Member
Date: _____

Title

FID/TIN: **75-2353381**

ATTEST:

Date: **03/24/23**

Sue Wolfgang, Clerk
Date: _____



Parking Garage Cleaning Proposal

Civic Square Parking Garage

50 Red Truck Road
Carmel, IN 46032

Prepared for:

Nathan Morris
Foreman
City of Carmel

February 16, 2023

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of REDLEE/SCS, Inc. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



A: PRICING & SPECIFICATIONS

- Summary of Charges
- Provisions of Agreement
- Agreement
- Specifications

B: APPENDIX

- History
- Certificate of Insurance
- Minority Certifications

A. PARKING GARAGE SERVICE

Calculations are based upon the Contractor providing all labor, supervision, management equipment, and small tools, as well as related taxed and insurance required to perform the services and schedules outlined herein.

Based upon a seven (7) day per week work schedule, including holidays unless otherwise instructed, the monthly charges are as follows:

- **Garage Porter Services: \$ 3,594.48 Per Month**
Applicable Sales Tax will be charged on all invoices.

B. EMERGENCY LABOR

- | | |
|--|----------------------|
| 1. Regular Working Hours | \$27.50 per man hour |
| 2. After Hours, Weekends and Holidays Cleaning | \$38.90 per man hour |
| 3. Supervisor (Anytime) | \$45.00 per man hour |

NOTE: Minimum charge of 4 hours, per person, per call.

C. LOCAL, STATE AND FEDERAL MANDATED COST ESCALATIONS

Prices quoted herein are based on the 2009 Federal Minimum Wage and other existing state and federal legislation affecting wages and fees. As additional changes, including the Affordable Care Act are imposed on the Contractor, the monthly rate shall be adjusted to cover any increases and related costs, with the Customer's consent.

D. HOURS OF SERVICE

Working hours to be determined by the Customer.

E. PRICE DETERMINATION

The price(s) quoted herein are based on "cash, equivalent" payment(s) (cash, check, money order, wire transfer or direct deposit), unless otherwise stipulated in Item A of the Summary of Charges.

F. INVOICING AND PAYMENT

The Contractor makes a sincere effort to maintain a first-rate credit rating with suppliers, banks, employees and customers in order to receive favorable pricing commitments. This enables us to maintain a competitive edge in our pricing to customers.

Monthly "service" invoices are issued by the 5th working day for the current month, with **payment due by the end of that month**. "Service Charges" may be assessed on late payments.

F. INVOICING AND PAYMENT (continued)

Square footage changes and adjustments occurring after the billing date are “adjusted” on the following month’s invoice.

G. AGREEMENT TERM AND TERMINATION

1. It is agreed that this Agreement shall have no term length and may be terminated by either party giving a THIRTY (30) day Written Notice to the other sent “Certified Mail, return Receipt Requested”.
2. The parties to this Agreement understand, acknowledge and agree that REDLEE/SCS is required to incur substantial expenses in staffing, acquiring materials and supplies and securing equipment necessary and specific to the job contemplated herein, and that, if this Agreement is terminated for any reason without the required thirty days written notice, it will be difficult to determine the exact amount of damages sustained by REDLEE/SCS and as a result, agree that, in the event that this Agreement is terminated without thirty days prior written notice, for any reason, the Customer shall pay to REDLEE/SCS an amount equal to the gross billing by REDLEE/SCS for services to the Customer under the terms of this Agreement, for the month immediately preceding the date of termination of this Agreement, as Liquidated Damages.
3. This document, entitled “Parking Garage Cleaning Proposal”, including all attachments thereto, is an integral part of the Agreement and is hereinafter incorporated for all purposes as a part of the Agreement.
4. The Agreement and attachments contain all understanding and confirms all promise and stipulations, and may not be modified or amended in any way unless in writing and signed by the parties hereto or the authorized agents.
5. By signing the Agreement, the Property Manager, acknowledges and represents that he is either the Owner of, or authorized agent for the Owner of, the Subject Property, acting within the scope of his authority in the negotiation and execution of this Agreement.
6. The Owner of the Subject Property, as of the date hereof, is City of Carmel. The Property Manager agrees to notify REDLEE/SCS of the name of each owner of the Subject Property within thirty (30) days of any change in ownership of the Subject Property.

H. INSURANCE

REDLEE/SCS maintains the following insurance coverages:

- Commercial General Liability, General Aggregate amount of \$2,000,000
- Excess Liability Umbrella of \$1,000,000
- Automobile Liability of \$1,000,000
- Workers Compensation and Employers Liability of \$1,000,000
- Business Service Bond Limit of \$25,000
- Lost Key Coverage Limit of \$25,000

H. INSURANCE (continued)

Upon request, "Limits" may be increased for specific coverages, with related cost being charged to the Customer.

I. REDLEE/SCS EMPLOYEES

Customer and its authorized representatives agrees not to hire, or enter into a janitorial service agreement with any REDLEE/SCS employees, or third parties associated with REDLEE/SCS in the performance of the services covered by this Agreement, for a minimum of ninety (90) days after employees' or third parties termination from REDLEE/SCS' employment, or for a minimum of ninety (90) days after termination of this Agreement, without the expressed written consent of REDLEE/SCS.

J. POLYGRAPH EXAMINATIONS

REDLEE/SCS may, within existing Federal and State guidelines, cause any or all of its workers working in this facility to submit to a polygraph examination upon written request from the customer. Such polygraph examinations shall be conducted by a qualified polygraph examiner, to be selected by REDLEE/SCS and acceptable to the customer. REDLEE/SCS will arrange for the polygraph examination. A REDLEE/SCS Management Representative will accompany the individuals to be polygraphed to the selected polygraph examiner's office or selected location and will remain there until the examinations are completed. The results of each polygraph, covering the event in question, shall be shared with the customer.

The cost of the polygraph examination shall be administered as follows:

- a. Positive Results (indicates guilt) – The Contractor shall pay all cost, plus make restitution to the Customer or Tenant.
- b. Negative Results (indicates no guilt) – The Customer and/or Tenant shall pay all costs.
- c. Inconclusive Results – The Customer may elect to have additional examinations administered, in which case #1 and #2 above would apply; or, the Customer and the Contractor may negotiate an agreeable settlement or share the cost equally.

K. SLIP AND FALL AND OTHER EMERGENCY INCIDENTS

Customer is requested to provide REDLEE/SCS complete detailed information, including "facility or third party incident reports" with 48 hours of such incidents.

THE CONTRACTOR SHALL:

1. Provide all supervision, labor, equipment, cleaning materials, insurance protection and administration to ensure performance of services specified in the Janitorial Specifications.
2. Strive for maximum efficiency and productivity in order to provide quality service at the lowest possible labor cost.
3. Provide employees who have been determined to be honest, dependable and neat in their personal appearance and in their work habits, and to provide these employees with appropriate uniforms, if required.
4. Be responsible for proper storage of cleaning equipment and supplies.
5. Instruct all employees to abide by Customer's rules and regulations pertaining to safety and security while on the premises.
6. Exercise that degree of care in the performance of duties necessary to prevent damage to any part of the building or the furnishings therein.
7. Provide Workers' Compensation coverage with respect to all Contractor's workers.
8. Provide public liability and property damage insurance in the amounts deemed sufficient by the Customer, to furnish certificates evidencing such insurance, and to hold the Customer harmless from and indemnified against loss, damage, cost or expense by reason of any negligence arising from or caused by the negligence of the Contractor, its officers, agents or employees.
9. REDLEE/SCS may, within existing Federal and State guidelines, cause any or all of its workers working in this facility to submit to a polygraph examination upon written request from the customer. Such polygraph examinations shall be conducted by a qualified polygraph examiner, to be selected by REDLEE/SCS and acceptable to the customer. REDLEE/SCS will arrange for the polygraph examination. A REDLEE/SCS Management Representative will accompany the individuals to be polygraphed to the selected polygraph examiner's office or selected location and will remain there until the examinations are completed. The results of each polygraph, covering the event in question, shall be shared with the customer.

The cost of the polygraph examination shall be administered as follows:
 - a. Positive Results (indicates guilt) – The Contractor shall pay all costs, plus make restitution to the Customer or Tenant.
 - b. Negative Results (indicates no guilt) – The Customer and/or Tenant shall pay all costs.
 - c. Inconclusive Results – The Customer may elect to have additional examinations administered, in which case #1 and #2 above would apply; or, the Customer and the Contractor may negotiate an agreeable settlement or share the cost equally.
10. Exercise and control security of keys provided by the Customer. Keys shall be secured in accordance with the Customer's security regulations and shall not be removed from the building.

THE CUSTOMER SHALL:

1. Provide trash receptacles/trash disposal facilities.
2. Provide necessary keys for Contractor's employees.

This Agreement is entered into between REDLEE/SCS INC. with its principal offices at 10425 Olympic Drive, Dallas, Texas (hereinafter referred to as REDLEE) and City of Carmel, at 3400 West 131st Street, Carmel, Indiana (hereinafter referred to as the "Property Manager") for the property known as Civic Square Parking Garage, and located at 50 Red Truck Road, Carmel, Indiana (hereinafter referred to as the "Subject Property").

For, and in consideration of, the mutual promises and covenants contained herein and for other good and valuable considerations, it is agreed as follows:

I. REDLEE'S OBLIGATIONS:

That beginning _____, 2023, REDLEE agrees to:

- a. Provide services as defined in the Janitorial Specifications Schedule portion of the attached Janitorial Proposal, dated February 16, 2023, on and for the Subject property.
- b. Perform all work on schedule, except when prevented by strike, Act of God, accident or other circumstances beyond their control.
- c. Furnish labor, supervision, materials and equipment necessary to satisfactorily fulfill this Agreement except as listed in the supplementary schedules noted above.
- d. Maintain Workers' Compensation, Bodily Injury and Property Damage Liability Insurance in the amounts and with insurer's as specified herein, for the duration of this Agreement.

II. PROPERTY MANAGER'S OBLIGATIONS:

The Subject Property agrees to:

- a. Pay services rendered on and for the Subject Property at the rate of and for the charges specified in the Pricing and Agreement Information section of the Janitorial Proposal attached hereto, or as from time to time modified and agreed to in writing by the parties hereto, for:
 - Garage Porter Services: \$ 3,594.48 Per Month
(Applicable Sales Tax will be added to all invoices.)
- b. Promptly notify REDLEE of any "Slip and Fall" or similar incidents, along with a complete copy of the facilities internal or third party "incident reports", within 48 hours of such incidents.
- c. Not to hire or enter into a janitorial service agreement with any REDLEE employees, or third parties associated with REDLEE in the performance of the services covered by this Agreement, for a minimum of ninety (90) days after termination of this Agreement, without the expressed written consent of REDLEE.



III. MISCELLANEOUS PROVISIONS:

- a. It is agreed, the Agreement shall have no term length and may be terminated by either party by giving a THIRTY (30) DAY WRITTEN NOTICE to the other and "Certified Mail, Return Receipt Requested".
- b. The parties to this Agreement understand, acknowledge and agree that REDLEE is required to incur substantial expenses in staffing, acquiring materials and supplies and in securing equipment necessary and specific to the job contemplated herein, and that, if this Agreement is terminated for any reason without the thirty days written notice, it will be difficult to determine the exact amount of damages sustained by REDLEE. As a result, agree that, in the event that this Agreement is terminated without written notice, for any reason, the Customer shall pay to REDLEE an amount equal to the gross billing by REDLEE for services to the Customer under the terms of this Agreement, for the month immediately preceding the date of termination of this Agreement, as Liquidated Damages.
- c. The attached documentation entitled "Parking Garage Cleaning Proposal", including all attachments thereto, is an integral part of this Agreement and is hereinafter incorporated for all purposes as a part of this Agreement.
- d. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action in regard to this Agreement or arising out of its terms and conditions shall be litigated and/or instituted only in Dallas County, Texas. Property Manager hereby expressly consents to the personal jurisdiction of the state and federal courts located in Dallas County, Texas for any lawsuit filed there against it by REDLEE arising from or related to this Agreement.
- e. In the event there is any dispute concerning the terms of this Agreement or the performance of either Party hereto pursuant to the terms of this Agreement and either Party hereto retains counsel for the purpose of enforcing any of the provisions of this Agreement or asserting the terms of this Agreement in defense of any suit filed against said Party, the prevailing Party in such dispute shall be entitled to recover, in addition to any other remedy to which such Party may be entitled to recover, all of its costs and attorney's fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.
- f. **REDLEE AND PROPERTY MANAGER AND COMPANY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED TO THIS AGREEMENT AND AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION WILL BE TRIED BY JUDGE WITHOUT A JURY.**
- g. This Agreement, and attachments hereto, contains all understandings and confirms all promise and stipulations, and may not be modified or amended in any way unless in writing and signed by the parties hereto or their authorized agents.

III. MISCELLANEOUS PROVISIONS: (continued)

- h. By signing this Agreement, the Property Manager, acknowledges and represents that he is either the Owner of, or authorized agent for the Owner of, the Subject Property, acting within the scope of his authority in the negotiation and execution of this Agreement
- i. The Owner of the Subject Property, as of the date hereof, is City of Carmel. The Property Manger agrees to notify REDLEE of the name of each new owner of the Subject Property within thirty days of any change in ownership of the Subject Property.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2023.

CITY OF CARMEL

REDLEE/SCS INC.

BY: _____

BY: _____

John Gendreau

TITLE: _____

TITLE: President, National Operations

- 
- General Cleaning: (7 Days or Nights a week / 2 hours per day)
 - Sweeping of parking garage spaces (351)
 - Sweeping of entry ways (3)
 - Sweeping of elevator (1)
 - Sweeping of entry mats (6)
 - Dump debris into trash receptacles / Do not empty trash receptacles

 - Must Transport Broom and Dustpan onsite daily / No onsite storage
 - All additional tasks done at additional charge
 - City of Carmel provides liners for trash receptacles

Our mission is to serve as an integral partner by empowering our clients, employees, and our communities.



REDLEE/SCS is a recognized industry leader offering the very best in customer service and management expertise since 1982. REDLEE/SCS has grown over the years as a result of mergers with and acquisitions with some of the top companies in the industry. These resulting combinations have produced more than one hundred years of successful management expertise.

REDLEE/SCS is owned and directed by the Redfearn family, who are of Native American descent. For the past several years, the company has been ranked in the "Top 25 Minority-Owned Businesses" recognized by both the Dallas and Charlotte Business Journals. The company originally opened in Tulsa, Oklahoma in 1982, and relocated its corporate headquarters to Dallas, Texas a few years later. Today, REDLEE/SCS is operating in seven states with offices in Abilene, Birmingham, Charlotte, Dallas, Ft. Worth, Indianapolis, Little Rock, Midland, Richmond, Roanoke, and Tulsa.

Management's "hands on" involvement in the daily operations, day-to-day customer contact, quality control inspection program, and open line of communications with customers help create a partnership between REDLEE/SCS and their customers that is evidenced by the company's high rate of business retention. In addition, the company has an experienced, professional administrative staff who provides top notch support for their customers, ensuring prompt response to customer requests and concerns. Need quality cleaning? Consider the benefits of working with the experienced industry leaders at REDLEE/SCS.

REDLEE/SCS has experienced steady growth over its 40 year history servicing over 50 million square feet with revenues in excess of \$40 million. In addition, the company is constantly sourcing new opportunities and expanded services in additional markets throughout the country.

REDLEE/SCS INC. was proudly awarded CIMS and CIMS GB (Green Building) "With Honors" certifications for our nationwide operations in July 2017. CIMS (Cleaning Industry Management Standards) is the first consensus-based management standard that outlines the primary characteristics of a successful, quality cleaning organization. It is a way to differentiate an organization from the competition, demonstrate its commitment to quality/customer satisfaction and improve operational efficiency. CIMS and CIMS GB criteria designation offer cleaning organizations a certification that is closely tailored to provide their customers with precisely what they need to secure points under the LEED for Existing Buildings: Operations and Maintenance (LEED EB: O & M) Green Building Rating System. CIMS GB certification demonstrates an organization's capability to assist customers in achieving LEED EB: O&M points and offers customers assurance that the organization they select is prepared to partner with them in the LEED process. In November 2013, the USGBC published the newest version of LEED EB: O&M (v4) which includes CIMS GB as a direct compliance option for the new "Green cleaning Policy" prerequisite.

Less than ¼ of 1% of all janitorial companies (approximately 42,000) in the United States and Canada has achieved CIMS certification. CIMS has also become a requirement for many fortune 500 companies, such as StateFarm, and government entities. If you would like to learn more about CIMS and CIMS GB, you can visit:

<http://www.issa.com/certification-standards/cleaning-industry-management-standard-cims#.WLgvP7Mm5aQ>



LOSS AND DAMAGES

As requested, a COI meeting your requested minimum coverages has been included in this proposal. You can find this form in Section E –APPENDIX.

REDLEE/SCS has developed a very thorough step by step process in regard to loss and/or damage. If an accident occurs, the cleaner immediately notifies his/her supervisor who then notifies the Operations Manager. The Operations Manager then proceeds through a process to determine how the incident occurred, and what can be done to prevent the incident from occurring again. Upon completion of the accident investigation, appropriate restitution is made.

Sample Loss and Damage report used by REDLEE/SCS.

REDLEE/SCS

Building: _____	State No: _____	Town: _____
Reported By: _____	Date Reported: _____	Date of Incident: _____

Description of Incident: _____

Action Taken: _____

Remarks: _____

Check Payable To: _____ Amount \$ _____

Check: To Manager for Hand Delivery To Be Mailed
 Check Needed: Next Check Run Other: _____

Rebill I.C.? Yes No I.C. Name: _____

Submitted By: _____ Date: _____
 Approved By: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

REDLING-01

KHALL

DATE PERIODICITY:
7/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WANTED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TexCap Insurance 12804 Park Central Drive, Suite 203-N Dallas, TX 75221	AGENT Rhonda Buster 701 S. St. (877) 720-8364 rhonda_buster@TexCapINS.com
ISSUER Redlee/SCS, Inc.; Redlee/SCS Group, Redlee/SCS of Fort Worth, L.L.C., Redlee M&L, Redlee USA, L.L.C., Redlee/Bolt, L.L.C. & Redlee/Valor, L.L.C. aka Valor Jantrol 10425 Olympic Drive Dallas, TX 75220	ISSUERS AFFORDED COVERAGE Issuer A: The Hanover Insurance Company 22222 Issuer B: Allstate Financial Benefit Insurance Company 41840 Issuer C: Western Surety Company 12168 ISSUED: EXPIRES:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY FURTHER INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, DECLARATIONS AND CONDITIONS OF EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NAI LINE	TYPE OF INSURANCE	AGREEMENT (SEE 10)	POLICY NUMBER	POLICY EFF. (MM/DD/YY)	POLICY EXP. (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS MISC <input checked="" type="checkbox"/> OCCUR (SEE ADDENDUM UNIT NUMBER FOR POLICY) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		ZZD-A362993	7/15/2022	7/31/2023	SOLE OCCURRENCE \$ 1,000,000 DAMAGE TO RENTAL PROPERTY \$ 100,000 MEDICAL EXPENSE \$ 10,000 PERSONAL & ADULTERY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPLETE AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000 CONTRACTORS POLLUTANT \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> BIENNIAL RENEWAL ONLY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> BIENNIAL RENEWAL ONLY		AWD-A363944	7/15/2022	7/31/2023	BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLASS MISC <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> BIENNIAL RENEWAL ONLY		URD-A380001	7/15/2022	7/31/2023	SOLE OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> EMPLOYERS LIABILITY ONLY <input type="checkbox"/> EMPLOYERS LIABILITY ONLY <input checked="" type="checkbox"/> RENEWABLE 90% <input type="checkbox"/> FULL BENEFIT YEAR <input type="checkbox"/> MODIFICATION OF OPERATIONS/INDUSTRY		WDD-A327993	7/15/2022	7/31/2023	<input checked="" type="checkbox"/> STATE <input type="checkbox"/> FED S.S. CAP/ACCIDENT \$ 1,000,000 S.S. DAMAGE - PER EMPLOYEE \$ 1,000,000 S.S. DAMAGE - POLICY LIMIT \$ 1,000,000
C	Jantrol Services		7168339	7/15/2022	7/31/2023	Limit 25,000
A	Lost Key Coverage		ZZD-A362993	7/15/2022	7/31/2023	Limit 25,000

DESCRIPTION OF OPERATIONS/LOCATIONS: (SEE CLAUSE 10) (SEE CLAUSE 10) (SEE CLAUSE 10) (SEE CLAUSE 10) (SEE CLAUSE 10) (SEE CLAUSE 10) (SEE CLAUSE 10) (SEE CLAUSE 10) (SEE CLAUSE 10) (SEE CLAUSE 10)

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, NOTICE OF CANCELLATION SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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National Minority Supplier Development Council



NCTRCA Minority Business Enterprise Certificate



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

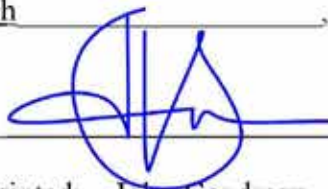
E-VERIFY AFFIDAVIT

John Gendreau, 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 REDLEE/SCS 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 31 day of March, 2023.



Printed: John Gendreau

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: John Gendreau

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

108542

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/20/2023			367224	

REDLEE/SCS INC	Street Department
VENDOR 10425 OLYMPIC DRIVE SUITE A	SHIP TO 3400 W. 131st Street
DALLAS, TX 75220--4427	Carmel, IN 46074-
	(317) 733-2001

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
74355				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1206 Fund: 101 General Fund

Account: 43-509.00

1 Each	Civic Square Garage Maintenance	\$35,944.80	\$35,944.80
		Sub Total	\$35,944.80



Send Invoice To:
Street Department

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$35,944.80

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

Lee Higginbotham

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

CONTROL NO. **108542**

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 Tank Industry Consultants, 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 01-6360-03 funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Twenty Thousand Dollars (\$20,000.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same. All payments, interest rate calculations, and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
- 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, 2023, 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

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
	Each Occurrence Limit	\$1,000,000.00
	Damage to Rented Premises	\$100,000.00 (each occurrence)
	Medical Expense Limit	\$5,000.00
	Personal and Advertising Injury Limit	\$500,000.00
	General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)
	NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
	Products/Completed Operations	\$1,000,000.00
B.	Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
	Bodily injury & property damage	\$1,000,000.00 each accident
C.	Excess/Umbrella Liability	\$2,000,000 (each occurrence)

- and aggregate)
- D. Worker's Compensation & Disability Statutory
- E. 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 |
- F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

7.13 Notice

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

CITY:

City of Carmel
Utilities Department
30 W Main St, 2nd Floor
Carmel, Indiana 46032

City of Carmel
Office of Corporation Counsel
One Civic Square
Carmel, Indiana 46032

Tank Industry Consultants, Inc.
Utilities Department - 2023
Appropriation # 01-6360-03 Fund; P.O.#W10143
Contract Not To Exceed \$20,000.00

PROFESSIONAL:

Tank Industry Consultants, Inc.
7740 West New York Street
Indianapolis, Indiana 46214

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

7.18 Entire Agreement

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

7.19 Representation and Warranties

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

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

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

7.23 Personnel

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

7.24 Records and Inspections

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

7.25 Accomplishment of Project

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

7.26 Debarment And Suspension

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

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

7.27 Access to Public Records Act

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

7.28 Iran Certification

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

Tank Industry Consultants, Inc.
Utilities Department - 2023
Appropriation # 01-6360-03 Fund; P.O.#W10143
Contract Not To Exceed \$20,000.00

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

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

Tank Industry Consultants, Inc.

BY:

BY:

James Brainard, Presiding Officer



Authorized Signature

Date: _____

Printed Name: Gregory Stein

Title: President

Mary Ann Burke, Member

FID/TIN: 35-1540516

Date: _____

Date: April 4, 2023

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Exhibit A

TIC

TANK
INDUSTRY
CONSULTANTS

*Engineering Water Tanks
Since 1979*

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Atascadero, California
805 / 538-4206

El Paso, Texas
915 / 790-0790

Pittsburgh, Pennsylvania
412 / 262-1586



February 1, 2023

Mr. John Duffy
City of Carmel Utilities
30 West Main Street, Suite 220
Carmel, Indiana 46032

RE: Professional Services – Evaluation of the 750,000 Gallon Welded Steel North Tower, 4,000,000 Gallon Concrete Plant 1 Tank, 1,200,000 Gallon Concrete Plant 4 Tank, 3,000,000 Gallon Concrete Plant 5 Clearwell, and an Exterior Evaluation of the 300,000 Gallon Concrete Plant 5 Aeration Standpipe

Dear John,

Thank you for allowing us to present the following proposal for the drained evaluation, washout, and disinfection of the North Tower, ROV evaluations of the Plant 1, Plant 4, and Plant 5 Concrete Tanks, and the exterior evaluation of the Plant 5 Aeration Tower. All work will be completed prior to May 15, 2023.

Tank Evaluation

TIC's tank evaluation consists of a careful study of each tank's interior wet (excluding the Plant 5 Aeration Tower), interior dry (North Tower), exposed exterior surfaces, accessories, and visible portions of each tank's foundation. The evaluations will locate and identify sanitary deficiencies and compliance with present American Water Works Association (AWWA), American Concrete Institute (ACI), as applicable, and OSHA Standards. The concrete tank surfaces will be closely reviewed for spalling concrete, exposed reinforcing wire, evidence of leakage, and other items requiring rehabilitation. In addition, TIC will locate large surface cracks in the concrete tank containers. TIC may use a hammer to "sound" the concrete (at accessible locations on the concrete tank exteriors) in an attempt to locate voids or hollow areas in the concrete. Each evaluation will also include the on-site field evaluation of the roof and other structural members of each tank, a coatings evaluation (exterior only if ROV), and the submittal of a certified professional engineering report outlining our observations and recommendations for rehabilitation and maintenance.

TIC performs drained and ROV evaluations to meet each tank owner's needs. The **dry evaluation** is unquestionably the most thorough evaluation and is often the least costly. During a dry evaluation, the technicians get an overview of the entire tank interior and can perform tests not suitable for underwater evaluations.

As an alternative when tanks cannot be drained or the tank owner prefers not to drain the tank, TIC can perform a **ROV inspection** of the tank interior. This type of evaluation utilizes a robotic device, guided and monitored by one of TIC's specially trained field technicians, to video tape the tank interior. Our trained technicians know the problem areas that need to be closely examined and can "interpret" the video during the ROV evaluation to more closely evaluate areas of concern that would be overlooked by someone who was not intimately familiar with water tank design and maintenance. Prior to entering the tank, **the ROV and all equipment are thoroughly disinfected in accordance with the latest revision of AWWA Standard C652.**

An Employee-Owned Company

Sediment Removal

For drained tank evaluations, once the tank is drained, TIC can clean the interior of the tank. TIC personnel pump the remaining water out of the tank. After they eliminate the excess water, all remaining sediment is removed. A high-pressure pump is used to wash down the lower portion of the tank shell and bowl where the sediment has been. After the tank washout and interior field evaluation, TIC can disinfect the tank in accordance with the latest revision of AWWA Standard C652 prior to the tank being returned to service.

For underwater evaluations, Tank Industry Consultants can clean the tank interiors utilizing a specially designed ROV vacuum system. Again, all equipment will be disinfected in accordance with the latest revision of AWWA Standard C652 prior to entering the tank. Following the tank cleaning, additional photographs or video will be provided to document the cleaned surfaces. If you are interested in learning more about in-service tank cleaning, I will be glad to provide a fee proposal for that service.

Field Evaluation

During the field evaluation, TIC technicians access the necessary tank surfaces by rigging and rappelling the exterior as required by the condition of the tank to identify sanitary, safety, or structural deficiencies. While rappelling, the technicians look for tank irregularities to be analyzed by our engineering staff. Ultrasonic thickness measurements (North Tower only) taken allow our engineers to analyze deviations from original thickness to determine the effect on the integrity of the tank. The exposed portions of each foundation is visually evaluated to locate cracks, spalling, or other types of deterioration.

If coatings are present on the tanks, coating samples and adhesion tests (exterior only if ROV) taken during the field evaluation provide information that is vital in determining recommendations for the painting and rehabilitation of the tank. The cathodic protection system, if present, is also visually evaluated. By reviewing corrosion patterns and metal loss, the apparent working order of a cathodic protection system can be determined. At a minimum, the following items will be addressed:

- Measurements of the tank members will be taken
- Measurements of the tank accessories will be taken
- Measurements of metal loss will be taken on steel components
- Coating samples (exterior only if ROV and coating is present) will be taken to determine lead, cadmium, and chromium content
- Coating adhesion measurements (exterior only if ROV and coating is present) will be taken
- Coating thickness measurements (exterior only if ROV and coating is present) will be taken
- Ultrasonic steel thickness measurements (North Tower only) will be taken
- Observed sanitary deficiencies will be noted
- Observed safety deficiencies will be noted
- Observed structural deficiencies due to spalled and deteriorated concrete and steel will be noted
- Observed irregularities or unusual circumstances will be noted
- Photographs will be taken to document the condition of the tank

Coating Evaluation (if coatings are present)

Coating samples will be taken during the field evaluation to be tested to determine their lead, chromium, and cadmium content. Interior coating samples will not be taken when the tank is evaluated utilizing a ROV. The results of the coating thickness and adhesion tests performed during the coating evaluation will offer insight into the viability of topcoating (overcoating) the existing coating. If the

existing coating type, thickness, condition, and adhesion allow for topcoating, the cost of recoating the tank could be significantly reduced.

Structural Evaluation

Included in TIC's evaluation and report is identifying any observed structural deficiencies or damage that may have occurred since the tank was erected. These deficiencies could be deviations of the existing tank condition from how the tank was originally designed and constructed and/or deterioration which may have occurred (e.g. metal loss due to corrosion or concrete deterioration) since the construction of the tank. Any deficiencies found will be analyzed for their effects on the structural integrity of the tank.

Evaluation Report

An engineering report, certified by an Indiana Registered Professional Engineer on our fulltime staff, will be issued for each tank. This report will include the information required to allow you to make informed decisions about tank maintenance and how to meet the short-term and long-term water system needs.

The report will include the following sections:

Observations: The observation section of the report provides dimensions of the tank and accessories, as well as a narrative description of the condition of each part of the tank. Sanitary, safety, security, and structural deficiencies found will be described, and an assessment of the coating condition will be included.

Recommendations: The recommendations section of the report includes repairs and modifications required to bring the tank into compliance with present AWWA and operational, safety, security, and sanitary standards. Coating recommendations will be made, as well as the recommended timing of the necessary coating repairs. When practical, alternative methods of repairs, modifications, and painting will be provided. Advantages and disadvantages of each alternative will be given so you can determine your immediate and future tank maintenance requirements. Cost life analysis and comparative analysis of coatings and linings are continually being performed by TIC as new products and technologies are developed for the coatings and lead-paint abatement industries. With more than forty years' experience specifying water tank coatings, TIC has extensive experience in determining which coatings best meet the immediate and future water tank needs.

Economic Factors: The economic factors section of the report provides budget estimates for all of the repairs, modifications, and coating requirements outlined in the recommendations section of the report. In addition, the replacement cost of the tank is provided for cost comparison.

Photographs: The report will contain color photographs of the tank. The photographs are individually mounted with captions adjacent to each photo to explain what is included in the photo. The photographs serve as additional documentation of the tank's condition.

Safe Working Practices

To assist Tank Industry Consultants in safely accessing the tank surfaces above grade, and to comply with OSHA requirements, we request that the City of Carmel Utilities provide the following:

1. Phone number and contact information for the local fire and rescue department.
2. Ladder access height if greater than 12 feet, as applicable.
3. Tank location and address.
4. Contact information of the person TIC will contact to schedule the evaluation.
5. Confirmation that all tanks have a roof manhole at least 24" in diameter (for ROV evaluations).

6. Any site safety practices that are above and beyond OSHA or state program requirements.
7. Verify that a ground person will be made available during the field evaluation.

In order to expedite the scheduling of your tank evaluation, please provide the above information as soon as possible.

Fees

The fee for this work would be as follows:

750,000 Gallon Welded Steel North Tower	
Tank Evaluation and Report:	\$4,195*
Tank Washout:	\$ 945 **
Tank Disinfection:	\$ 265
4,000,000 Gallon Concrete Plant 1 Tank	
ROV Evaluation of the Interior, Exterior Evaluation, and Report	\$4,490
1,200,000 Gallon Concrete Plant 4 Tank	
ROV Evaluation of the Interior, Exterior Evaluation, and Report	\$4,180
3,000,000 Gallon Concrete Plant 5 Clearwell	
ROV Evaluation of the Interior, Exterior Evaluation, and Report	\$4,300
300,000 Gallon Concrete Plant 5 Aeration Standpipe	
Exterior Evaluation, and Report	\$1,375

*Note: An additional fee will be incurred if Owner cannot provide a ground person for safety during field evaluation.

**Note: Cleaning is based on 2" of sediment or less. Each additional inch of sediment incurs an additional 50% of the Tank Washout fee.

When paying by credit card, additional fees may apply.

Closure

Tank Industry Consultants takes great pride in offering the most cost-effective tank evaluation available. By taking more time during the initial evaluation, we believe that we save our clients significant amounts of money by having the necessary information to prepare properly engineered specifications thus reducing the number of change orders during rehabilitation. Money properly invested now will pay dividends throughout your tank rehabilitation project.

To proceed with this project, please sign the enclosed Standard Agreement and forward to us. After receipt of the signed agreement, TIC will contact you to schedule the field work. We look forward to working with you on this project. If you have any questions or need any additional information, please contact us.

Sincerely,

Tank Industry Consultants



Sabrina Fleming
Sales and Marketing Representative

Terms and Conditions

The Terms of this quotation are:

1. (Drained Evaluation) The City of Carmel Utilities removing all ground-level manhole covers before the evaluation and resealing them after completion of the field work. Frequently the manhole gasket must be replaced to seal the manhole properly.
2. (Drained Evaluation) The tank being drained and refilled by the City of Carmel Utilities.
3. Each tank must be prepared and made available for the field evaluation on the agreed date and time.
4. The City of Carmel Utilities operating the water works system with the tank off-line without any assistance from Tank Industry Consultants.
5. The City of Carmel Utilities turning off, tagging, and locking out the power to any cathodic protection system that may be installed on the tank, and returning the cathodic protection system back to its working order at the conclusion of the field work on the tank.
6. The City of Carmel Utilities providing a ladder (or other means) to access the exterior tank ladder if the bottom of the tank ladder is more than 12 feet above the ground.
7. Performing the work when the temperature is above 35° F, the sustained heat index is below 95° F, the wind velocity is 15 miles per hour or less, and there is no precipitation.
8. Performing the field work prior to May 15, 2023. Tank Industry Consultants will contact the City of Carmel Utilities to schedule the field work when written authorization has been received.
9. The City of Carmel Utilities furnishing a ground person during the field work.
10. The City of Carmel Utilities supplying TIC with any available sleeves and attachments for any existing safe-climbing devices on the tank ladders.
11. Representatives of the City of Carmel Utilities may not accompany TIC's personnel during the evaluation of the tank surfaces above ground level. TIC's rigging and safety equipment is intended for and is to be used by only TIC personnel.
12. (Drained Evaluation) The City of Carmel Utilities disinfecting the tank unless TIC is retained to perform the disinfection.
13. The City of Carmel Utilities taking samples and performing all required testing prior to placing the tank in service.
14. (Drained Evaluation) The City of Carmel Utilities supplying water with a standard garden hose connection within 50 feet of the base of the tank if TIC is retained to perform the sediment removal.
15. (Drained Evaluation) All sludge and debris removed from the tank during the washout being deposited at the base of the tank for removal and disposal by the City of Carmel Utilities.
16. Using the enclosed agreement and this proposal as the contract form to perform this work. Specifically included as part of this fee is the limitation of liability listed in this agreement.
17. The City of Carmel Utilities will be invoiced when the engineering report is issued. Payment is due within 30 days.

If any of these terms are not met by the City of Carmel Utilities, charges for any additional time, mileage, per diem, interest (1-1/2% monthly), taxes, insurance or mobilizations incurred by TIC due to such failure may be added to the fee.

**Standard Form of Agreement between Owner and Engineer
for Professional Tank Evaluation Services**

This Agreement, made this _____ day of _____, 2023 by and between Tank Industry Consultants, headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and the City of Carmel Utilities, located at 30 West Main Street, Suite 220, Carmel, Indiana 46032, hereafter referred to as the OWNER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION 1 - SERVICES OF ENGINEER

1.1. The ENGINEER agrees to provide professional tank evaluation services in accordance with the ENGINEER's proposal to the OWNER dated February 1, 2023.

Tank Evaluation Tank Washout Tank Disinfection Tank Evaluation including ROV Evaluation of Interior

1.2. The ENGINEER agrees to provide tank washout services in accordance with the ENGINEERS proposal to the OWNER dated February 1, 2023 for the North Tower.

1.3. If ENGINEER is requested to perform professional services in addition to those services outlined in the ENGINEERS proposal to the OWNER dated February 1, 2023, a new agreement will be required. This agreement is only for the scope of services stated above in paragraphs 1.1 and 1.2.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so not to delay the services of ENGINEER.

- 2.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 2.2. Provide all criteria and full information as to ENGINEER's services hereunder as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER currently has, if any.
- 2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor affecting the Project.
- 2.5. Perform the duties required under the Terms section (if any) of the Proposal.
- 2.6. The information and services to be provided by OWNER under this Section will be without cost to ENGINEER.

SECTION 3 - PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Services rendered in the amounts outlined in the Proposal to the OWNER dated February 1, 2023. OWNER shall issue payment to ENGINEER within 30 calendar days of receipt of properly submitted invoice.

SECTION 4 - TERMS AND CONDITIONS

- 4.1. **Professional Responsibility** - ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.
- 4.2. **Termination** - The obligation to perform under the terms of this Agreement may be terminated by ENGINEER upon thirty (30) days' written notice to OWNER in the event of substantial failure of OWNER to perform in accordance with the terms hereof. This Agreement may be terminated by OWNER with or without cause upon thirty (30) days'


written notice to ENGINEER. OWNER shall compensate ENGINEER for all work performed up to and including the termination date.

- 4.3. **Re-Use of Documents** - All documents furnished by the ENGINEER pursuant to this Agreement are instruments of services in respect to the Project and the ENGINEER shall retain Ownership of said documents whether or not the Project is completed. The OWNER may make and retain any additional copies for information and reference in connection with the use of the Project by OWNER and others for the Project; however, such documents are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without the express written consent of the ENGINEER will be at re-user's sole risk and without liability or legal exposure to the ENGINEER, and OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the ENGINEER's consent. The granting of such consent will entitle the ENGINEER to further compensation at rates to be agreed upon by OWNER and the ENGINEER.
- 4.4. **Insurance** - ENGINEER shall procure and maintain workers' compensation, automobile, general liability, and professional liability insurance. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with certificates of insurance for OWNER's review and use.
- 4.5. **Indemnification** - The ENGINEER agrees to indemnify OWNER, their officers employees, and agents against, and will hold and save them harmless from claims, damages, losses or omissions due to the negligence of the ENGINEER in the performance of this Agreement, but only for that portion of such negligence of the ENGINEER compared to the total negligence of all persons, firms, or corporations which results in said damages to OWNER. The ENGINEER shall not be liable for any consequential damages. The fees listed in the Proposal to OWNER dated February 1, 2023 are based upon the total liability to the ENGINEER not exceeding \$50,000 or the contract amount, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants

OWNER: City of Carmel Utilities



By: Gregory R. Stein, P.E., Managing Principal

By: John Duffy

Dated: February 1, 2023

Dated: _____

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

AFFIDAVIT

Gregory R. Stein, P.E. _____, 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 Tank Industry Consultants (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.

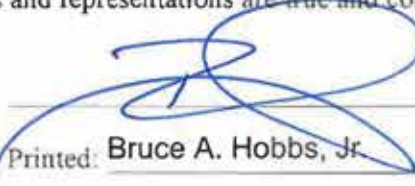
FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 5 day of April, 2023



Printed: Gregory R. Stein, P.E.

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: Bruce A. Hobbs, Jr.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

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

PAGE 1

PURCHASE ORDER NUMBER
W10143

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/29/2023			297250	

VENDOR TANK INDUSTRY CONSULT INC
7740 WEST NEW YORK STREET
INDIANAPOLIS IN 46214

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

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	Evaluation of Water Towers and water Tanks	20,000.00 01-6360-03	20,000.00

PLEASE INVOICE IN DUPLICATE

Credit 0.00

Department	Account	Project	Project Account	AMOUNT
------------	---------	---------	-----------------	--------

PAYMENT 20,000.00

SHIPPING INSTRUCTIONS

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

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

ORDERED BY 

TITLE _____

CLERK-TREASURER _____

DOCUMENT CONTROL NO. **W10143**

Tom Wood Ford, Inc.
Utilities Department - 2023
Appropriation # 02-2308-00 Fund; P.O. #S03140
Contract Not To Exceed \$35,943.00

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Tom Wood Ford, Inc., (the "Vendor"), as City Contract dated January 23, 2023 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Tom Wood Ford, Inc.

By:

By:



James Brainard, Presiding Officer

Authorized Signature

Date: _____



Printed Name

Mary Ann Burke, Member



Title

Date: _____

FID/TIN: 35-1833893

Lori S. Watson, Member

Date: _____

Date: 4/7/23

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Exhibit A

QUICK QUOTE FROM DAN PATTERSON

Commercial Accounts Manager



Date: 3/20/2023
Attention: Mike Hendricks
Company: Carmel Utilities
Address: 30 West Main
City/St/Zip: Carmel, IN. 46032
Phone Number: (317) 766-3240

Type of Vehicle: 2022 Ford Escape SE AWD

	List Price:	\$36,640.00
	Pearson Commercial Discount:	\$952.00
	Total Selling Price:	\$35,688.00
EQUIPMENT:		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Fleet Incentive:	\$0.00
	Trade-In Value:	\$0.00
	Sub Total:	\$35,688.00
	Rebate:	\$0.00
	Title and Doc:	\$225.00
	Price After Rebate:	\$35,913.00
	Tax Exempt:	\$0.00
	OPUS:	\$30.00
	Payoff:	\$0.00
	Total Quote:	\$35,943.00

This Quote Is Good: Until 3/31/23

Stock Number: 38010
VIN: NJC00751
Dealer Trade: N/A
Pool Unit: N/A

NOTES: Quote Number: 032023-01

Retail unit: Unable to apply Fleet incentive. Increased Discount to accomodate.

My Phone Number: 317-733-6005
My Fax Number: 317-873-3152
Call Toll Free: 800-843-2227

T7406

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE
SEPTEMBER 28, 2022

INVOICE NO.
UB48594 0

VEHICLE IDENTIFICATION NO.
1FMCU9G69NUB48594

YEAR
2022

MAKE
FORD

BODY TYPE
107 ESCAPE SE AWD 4DR

SHIPPING WEIGHT
3350 LBS.

H.P.(S.A.E.)
13.12
NOMINAL TONNAGE

G.V.W.R.
4500 LBS

NO. CYLS.
3
1/2

SERIES OR MODEL
U9G5

CERTIFIED FOR SALE IN CALIFORNIA

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

Tom Wood Ford
3130 E 96th St
Indianapolis IN 46240

47E019

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

MEMO DATA

B57343828

FORD MOTOR COMPANY

FINANCE SOURCE 020077

BY Jonathan E Osgood
JONATHAN E. OSGOOD, SECRETARY (AGENT)

JPMORGAN CHASE BANK,
111 Monument Circle
Indianapolis IN
46209

DEARBORN, MICHIGAN

CITY - STATE



Each undersigned certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle. FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:

THIS DOCUMENT CONTAINS NON-REFLECTIVE PAPER

THIS DOCUMENT UNDERLIES ALL TITLE TO VEHICLE. ASSIGN TITLE

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1

NAME OF PURCHASER(S) _____
 ADDRESS _____

I certify to the best of my knowledge that the odometer reading is _____ No Tenths

DEALER Tom Wood Ford BY: [Signature]
NAME OF DEALERSHIP DEALER'S LICENSE NUMBER

Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public

State of _____
 County of _____

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2

NAME OF PURCHASER(S) _____
 ADDRESS _____

I certify to the best of my knowledge that the odometer reading is _____ No Tenths

DEALER _____ BY: _____
NAME OF DEALERSHIP DEALER'S LICENSE NUMBER

Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public

State of _____
 County of _____

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3

NAME OF PURCHASER(S) _____
 ADDRESS _____

I certify to the best of my knowledge that the odometer reading is _____ No Tenths

DEALER _____ BY: _____
NAME OF DEALERSHIP DEALER'S LICENSE NUMBER

Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public

State of _____
 County of _____

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4

NAME OF PURCHASER(S) _____
 ADDRESS _____

I certify to the best of my knowledge that the odometer reading is _____ No Tenths

DEALER _____ BY: _____
NAME OF DEALERSHIP DEALER'S LICENSE NUMBER

Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Notary Public

State of _____
 County of _____

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

ODOMETER DISCLOSURE FOR RETAIL SALE

Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths. The mileage stated is in excess of its mechanical limits. The odometer reading is not the actual mileage.

WARNING ODOMETER DISCREPANCY

Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____
 Printed Name(s) of Seller(s) _____ Dealer's No. _____
 Signature of Purchaser(s) _____
 Printed Name(s) of Purchaser(s) _____ Notary Public
 Company Name (if Applicable) _____ State of _____
 Address of Purchaser(s) _____ County of _____

USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

LIENHOLDER

1st lien in favor of _____
 whose address is _____
 2nd lien in favor of _____
 whose address is _____

Tom Wood Ford

(317) 846-6709 ext DEALER 47E 019

VIN 1FMCU9G69NUB48594

U9G5 ESCAPE 4DR SE AWD	Suggested Retail Price	30020 00	20819 00
2022 MODEL YEAR			
YX OXFORD WHITE			
4H DARK EARTH GRAY CLOTH SEATS			
INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 200A			
OPTIONAL EQUIPMENT/OTHER			
996 .1.5L ECOBOOST H/STAYT-STOP	NC		NC
448 .8-SPD AUTO TRANSMISSION	NC		NC
225/65R17 102H A/S BSW2 TIRES			
51Q MINI SPARE WHEEL/TIRE	110 00		103 00
59H SUPPLEMENTAL PTC HEATER	NC		NC
17" SHDW SLVR-PNTD ALUM WHEELS			
86B CONVENIENCK PACKAGE	995 00		935 00
.POWER LIFTGATE			
.AUTO DUAL ZONE CLIMATE CTRL			
.8-WAY POWER DRIVER SEAT			
86C COLD WEATHER PACKAGE	595 00		653 00
.PREMIUM WRAPPED STEERING WHL			
.HEATED STEERING WHEEL			
.MIRROR-PWR/HTD GLASS			
.REMOTE START SYSTEM			
91W 4G LTE WI-FI HOTSPOT REMOVAL	20 00-		18 00-
TOTAL OPTIONS/OTHER	1780 00		1673 00
TOTAL VEHICLE & OPTIONS/OTHER	31800 00		30492 00
DESTINATION & DELIVERY	1495 00		1495 00
TOTAL BEFORE DISCOUNTS	33295 00		31987 00
##SPECIAL ADDED DISCOUNTS			
CONV/CLD WTHR PKG DISCO	110 00-		103 00-
TOTAL SAVINGS	110 00-		103 00-
TOTAL FOR VEHICLE	33185 00		
FUEL CHARGE			75 48
CV LOT MANAGEMENT			10 00
SHIPPING WEIGHT 3350 LBS.			
TOTAL	33185 00		31969 48

T 7406
31335.48

30083/06840

4604

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Tom Wood Ford 3130 E 96th St Indianapolis		47E019 IN 46240		Order Type 2		Ramp Code CI18		Batch ID NJ281		Price Level 255	
Ship to (if other than above)				Date Inv. Prepared		Item Number		Transit Days			
				09 28 22		47-Z300		11			
Ship Through											
Invoice & Unit Identification NO. 1FMCU9G69NUB48594			Final Assembly Point LOUISVILLE			Finance Company and/or Bank JPMORGAN CHASE BAN 020077					
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA					
634	31969.48	30897.48	30997.48	32116.60		476.00					

This invoice to be used for the billing of vehicles only

Dealer's copy

Prepared for: Mike Hendricks, Carmel Utilities

30 W Main St

Carmel, IN 46032

Office: 317-571-2442 | Mobile: 317-931-8006

Email: mhendricks@carmel.in.gov

2022 Escape 4dr AWD SE (U9G)

VIN: 1FMCU9G69NUB48594 | Price Level: 255 | Stock No: T7406



Client Proposal

Prepared by:

Greg Moore

Office: 317-848-6735

Email: greg_moore@tomwood.com

Quote ID: carmescap

Date: 03/22/2023



Tom Wood Ford | 3130 E 96th St, Indianapolis, Indiana, 462403718

Office: 317-846-4241

Prepared for: Mike Hendricks

Carmel Utilities

Prepared by: Greg Moore

03/22/2023



Tom Wood Ford | 3130 E 96th St Indianapolis Indiana | 462403718

2022 Escape 4dr AWD SE (U9G)

Price Level: 255 | Stock No: T7406 | VIN: 1FMCU9G69NUB48594 | Quote ID: carmescap

Mike Hendricks, Carmel Utilities

30 W Main St

Carmel, IN 46032

Office: 317-571-2442 | Mobile: 317-931-8006

Email: mhendricks@carmel.in.gov

Re: Quote ID carmescap 03/22/2023

Dear Mike,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Greg Moore

COMMERCIAL ACCOUNT MANAGER

317-848-6735

greg_moore@tomwood.com

Prepared for: Mike Hendricks

Carmel Utilities

Prepared by: Greg Moore

03/22/2023



Tom Wood Ford | 3130 E 96th St Indianapolis Indiana | 462403718

2022 Escape 4dr AWD SE (U9G)

Price Level: 255 | Stock No: T7406 | VIN: 1FMCU9G69NUB48594 | Quote ID: carmescap

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Prepared for: Mike Hendricks

Carmel Utilities

Prepared by: Greg Moore

03/22/2023



Tom Wood Ford | 3130 E 96th St Indianapolis Indiana | 462403718

2022 Escape 4dr AWD SE (U9G)

Price Level: 255 | Stock No: T7406 | VIN: 1FMCU9G69NUB48594 | Quote ID: carmescap

As Configured Vehicle

Code	Description	MSRP
U9G	Base Vehicle Price (U9G)	\$30,020.00
200A	Equipment Group 200A <i>Includes:</i> - Engine: 1.5L EcoBoost Includes auto start-stop technology. - Transmission: 8-Speed Automatic - 3.81 Axle Ratio - GVWR: TBD - Tires: 225/65R17 AS BSW - Wheels: 17" Shadow Silver-Painted Aluminum - Unique Cloth Front Bucket Seats Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline). - Radio: AM/FM Stereo Includes 6 speakers, speed compensated volume and SiriusXM radio with a 3 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc. - SYNC 3 Communications & Entertainment System Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and 2 smart-charging USB ports. - FordPass Connect Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data limit that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).	N/C
996	Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i>	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.81 Axle Ratio	Included
STDGV	GVWR: TBD	Included
STDTR	Tires: 225/65R17 AS BSW	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included
4	Unique Cloth Front Bucket Seats <i>Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).</i>	Included
90K_	8-Way Power Driver Seat <i>Includes fore/aft, up/down adjustments, power lumbar and power recline.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mike Hendricks

Carmel Utilities

Prepared by: Greg Moore

03/22/2023

Tom Wood Ford | 3130 E 96th St Indianapolis Indiana | 462403718

**2022 Escape 4dr AWD SE (U9G)**

Price Level: 255 | Stock No: T7406 | VIN: 1FMCU9G69NUB48594 | Quote ID: carmescap

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included
	SiriusXM service is not available in Alaska and Hawaii.	
	<i>Includes 6 speakers, speed compensated volume and SiriusXM radio with a 3 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i>	
	<i>Includes:</i>	
	<i>- SYNC 3 Communications & Entertainment System</i>	
	<i>Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and 2 smart-charging USB ports.</i>	
	<i>- FordPass Connect</i>	
	<i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).</i>	
91W	4G LTE Wi-Fi Hotspot Removal	-\$20.00
	Required option. Late availability.	
86B	Convenience Package	\$995.00
	- Option Discount	-\$110.00
	<i>Includes:</i>	
	<i>- 8-Way Power Driver Seat</i>	
	<i>Includes fore/aft, up/down adjustments, power lumbar and power recline.</i>	
	<i>- Dual-Zone Electronic Automatic Temperature Control</i>	
	<i>- Halogen Projector Headlamps w/LED Signature</i>	
	<i>Includes LED configurable daytime running lamps (DRL).</i>	
	<i>- Power Liftgate</i>	
	<i>- Fold-Down Rear Center Armrest w/2 Cupholders</i>	
86C	Cold Weather Package	\$695.00
	<i>Includes:</i>	
	<i>- Heated Front Row Seats</i>	
	<i>- Heated Sideview Mirrors</i>	
	<i>- Remote Start System w/86C</i>	
	<i>- Heated & Premium Wrapped Steering Wheel</i>	
425	50-State Emissions System	STD
YZ_01	Oxford White	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mike Hendricks

Carmel Utilities

Prepared by: Greg Moore

03/22/2023



Tom Wood Ford | 3130 E 96th St Indianapolis Indiana | 462403718

2022 Escape 4dr AWD SE (U9G)

Price Level: 255 | Stock No: T7406 | VIN: 1FMCU9G69NUB48594 | Quote ID: carmescap

As Configured Vehicle (cont'd)

Code	Description	MSRP
4H_01	Dark Earth Gray w/Unique Cloth Front Bucket Seats	N/C
SUBTOTAL		\$31,580.00
Destination Charge		\$1,495.00
TOTAL		\$33,075.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mike Hendricks

Carmel Utilities

Prepared by: Greg Moore

03/22/2023



Tom Wood Ford | 3130 E 96th St Indianapolis Indiana | 462403718

2022 Escape 4dr AWD SE (U9G)

Price Level: 255 | Stock No: T7406 | VIN: 1FMCU9G69NUB48594 | Quote ID: carmescap

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mike Hendricks

Carmel Utilities

Prepared by: Greg Moore

03/22/2023



Tom Wood Ford | 3130 E 96th St Indianapolis Indiana | 462403718

2022 Escape 4dr AWD SE (U9G)

Price Level: 255 | Stock No: T7406 | VIN: 1FMCU9G69NUB48594 | Quote ID: camescap

Pricing Summary - Single Vehicle

	INVOICE
<i>Vehicle Pricing</i>	\$31,788.04
Subtotal	\$31,788.04
<i>Margin Adjustments</i>	\$180.96
Subtotal	\$31,969.00
<i>Post-Tax Adjustments</i>	
Description	INVOICE
DOC FEE	\$199.00
TIRE TAX	\$1.25
<small>INDIANA NEW CAR TIRE TAX</small>	
Subtotal	\$32,169.25
Total	\$32,169.25

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

LOU-005536 IN

9-NORMAL, NB, 1.05536, XJZ81

2714

120221004 0088

008566

88/1656

1FMCUJ9C69 NUB48594 NB

GM3



ESCAPE AWD

2022 ESCAPE SE AWD
1.6L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION

NU B48594

EXTERIOR
OXFORD WHITE
INTERIOR
DARK EARTH GRAY CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- ACTIVE GRILLE SHUTTERS
 - DOOR HANDLES - BODY COLOR
 - EASY EXHAUST CHROME TIPS
 - EASY FUEL & CAPLESS FILLER
 - HEADLAMP COURTESY DELAY
 - HEADLAMPS - AUTO HALOGEN
 - PRIVACY GLASS - REAR DOORS
 - REAR INT WIPER WASH/WIPER
 - REAR SPOILER
 - TAILLAMPS-LED

- INTERIOR**
- 1" TOUCH DOWN DRIVER WINDOW
 - DUAL ILLUM VVS VANITY MIRR
 - ILLUMINATED ENTRY SYSTEM
 - MOUNTED PASS SEAT - 4-WAY
 - POWER-SEATS - 12V
 - ROTARY GEAR SHIFT DIAL
 - SPRT FOLD/SLIDE REAR SEAT
 - STEERING/TLT/TELESCOPE
 - CRUISE & AUDIO CONTROLS
 - USB A (1) AND C (1)

- FUNCTIONAL**
- AM/FM/STEREO WITH RSCB
 - AIRBAG - DRIVER KNEE
 - AIRBAGS - TRAFFIC ALERT
 - AIRBAGS - FRONT SEAT
 - FORD CO-PILOT360™
 - FORDPASS™ CONNECT
 - INTELLIGENT ACCESS W/PUSH BUTTON START
 - REAR VIEW CAMERA
 - REFRESH95
 - SIRIUSXM® - SVC N/A AK,MH
 - SYNC3® 8" SCR N/W/APP/UNK®

- SAFETY/SECURITY**
- FORDPASS™ WITH RSCB
 - AIRBAG - DRIVER KNEE
 - AIRBAGS - DUAL STAGE FRONT
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - LATCH CHILD SAFETY SYSTEM™
 - PERSONAL SAFETY SYSTEM™
 - SECURLOCK® ANTI-THEFT SYS™
 - SOS POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 200A

- OPTIONAL EQUIPMENT/OTHER**
- 22" WHEELS WITH 205 55R20 TIR
 - M/M SPARE WHEEL/TIRE
 - SUPPLEMENTAL PTC HEATER
 - 17" SHOW SLVR/PNTD ALLUM WHEELS
 - CONVENIENCE PACKAGE
 - POWER LIFTGATE
 - AUTO DUAL ZONE CLIMATE CTRL
 - 8-WAY POWER DRIVER SEAT
 - COLD WEATHER PACKAGE
 - PREMIUM WRAPPED STEERING WHL
 - HEATED STEERING WHEEL
 - MIRROR-PWR/PNTD GLASS
 - REMOTE START SYSTEM
 - 48 LTE W/H HOTSPOT REMOVAL

	(MSRP)
PRICE INFORMATION	
BASE PRICE	\$30,020.00
TOTAL OPTIONS/OTHER	1,780.00
TOTAL VEHICLE & DELIVERY	31,800.00
DESTINATION & OPTIONS	1,486.00
TOTAL BEFORE DISCOUNTS	33,286.00
CONV/CLD W/THR PKG DISCO	110.00
TOTAL SAVINGS	110.00

TRAMP ONE	
C18	
TRAMP TWO	

CONVOY	
47-2300 OIT 2	

TOTAL MSRP	\$33,185.00
-------------------	--------------------

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act, Gasoline, Licenses, and Title Fees. State and Local taxes are not included. Dealer included options or accessories are not included unless listed above.

NJ281 N RB 2X 255 005536 08 28 22

EPA Fuel Economy and Environment

Fuel Economy

28 MPG
combined city/hwy

26 city
31 highway

3.6 gallons per 100 miles

Small SUVs range from 14 to 128 MPG. The best vehicle rates 142 MPG.

You save **\$250** in fuel costs over 5 years compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating (based on only Smog Rating (based on only)



This vehicle emits 318 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$5,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon, 10000 miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★
Driver ★ ★ ★ ★ ★
Passenger ★ ★ ★ ★ ★

Side Crash ★ ★ ★ ★ ★
Front seat ★ ★ ★ ★ ★
Rear seat ★ ★ ★ ★ ★

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236



Smartphone QR Code

FordPass Connect

Download the FordPass™ app* and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Activate vehicle health alerts
- Activate 4G LTE Wi-Fi Hotspot
- New vehicles include a 3-month or 3600 data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi equipped devices.

*Available on select vehicles. See ford.com/fordpass for details. ©2021 Ford Motor Company. All rights reserved.

The FordPass Connect™ system is active and sending vehicle data (e.g., diagnostics) to Ford. See ford.com/privacy for details. See your Ford dealer or visit www.ford.com.



FORD PROTECT™
Insect on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.ford.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



Visit our website for more information.

1202210040088

03/15/2023

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

**INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0**

**FEDERAL EXCISE TAX EXEMPT
35-6000972**

PAGE 1

**PURCHASE ORDER NUMBER
S03140**

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/31/2023			305700	

VENDOR TOM WOOD FORD
3130 E. 96th Street
Indianapolis IN 46240

Carmel Utilities
SHIP 30 West Main St Ste 220
TO Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	quote carnescap 3.23.23 2022 Ford Escape	35,943.00 DEPRN 02-2308-00	35,943.00

PLEASE INVOICE IN DUPLICATE

Credit 0.00

Department	Account	Project	Project Account	AMOUNT
				35,943.00

PAYMENT 35,943.00

SHIPPING INSTRUCTIONS

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

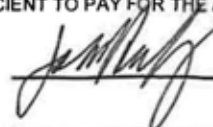
- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFADAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CLERK-TREASURER

DOCUMENT CONTROL NO. S03140



CITY OF CARMEL

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

CONTRACT CHANGE ORDER NO.: 2
 DATE: April 12, 2023
 PROJECT NAME: 106th and College Ave RAB
 CITY REQ. NO.: _____
 CITY PO NO.: 20-ENG-02
 CITY PO DATE: _____

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

Pay item is being created for the demolition of the existing structure on the northwest corner for the new roundabout at 106th Street and College Avenue. The cost includes all demolition and removal of existing structure, utility disconnects, asbestos report, backfill, dump fees, labor and equipment. There is no time extension for this work. Pay item 0037 being deleted from contract since not used.

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT (+) OR (-) DAYS</u>
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.: <u>N/A</u> W.D.C. NO.: <u>N/A</u>		

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

Contract Price prior to this Change Order	\$	3,759,360.21
Contract Price will be increased by this Change Order	\$	21,026.40
New Contract Price including this Change Order	\$	3,780,386.61
Contract Time prior to this Change Order	_____ Days Closure	<u>12/2/2022</u> Substantial Completion Date
Contract Time prior to this Change Order	_____ Days Closure	<u>1/3/2023</u> Final Completion Date
Net increased/decreased resulting from this Change Order	<u>0</u> Days	
Current Contract Time including this Change Order	_____ Days Closure	<u>12/2/2022</u> Substantial Completion Date
Current Contract Time including this Change Order	_____ Days Closure	<u>1/3/2023</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 <u>American Structurepoint, Inc.</u> ENGINEER <u>9025 River Road, Suite 200</u> Address <u>Indianapolis, IN 46240</u> City/State/Zip By: <u>David Machala</u> Phone: <u>317-281-9563</u> Date: <u>04-12-2023</u>	The Above Changes Are Accepted <u>3D Company, Inc.</u> CONTRACTOR <u>7240 North State Road 3</u> Address <u>Muncie, IN 47303</u> City/State/Zip By: <u>Deanna D. Case</u> <small>Digital Signature Deanna D. Case DN: cn=Deanna D. Case, o=3D Company, Inc., ou=President, email=deanna@3dcompany.com, c=US Date: 2023.04.12 10:45:04-05</small> Phone: <u>765-288-3326</u> Date: <u>4/12/2023</u>	Approved _____ James Brainard, Mayor _____ Mary Ann Burke, Member _____ Lori Watson, Member  _____ Jeremy Kashman, PE, City Engineer ATTEST: _____ Sue Wolfgang, Clerk Date: _____
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American Structurepoint, Inc.

Change Order Details

20-ENG-02 - 106th and College RAB

Description	Intersection improvements at 106th Street and College Avenue will consist of replacing a signalized intersection with a roundabout. The reconstruction of the intersection will include new full-depth pavement, curb and gutter, enclosed storm water network, lighting, and shared-use paths with new curb ramps and raised crosswalks.
Prime Contractor	3D Company, Inc Muncie
Change Order	2
Status	Pending
Date Created	04/12/2023
Type	Owner Requested Change
Summary	Change Order #2
Change Order Description	Pay item is being created for the demolition of the existing structure on the northwest corner of the new roundabout. The cost includes all demolition and removal of existing structure, utility disconnects, asbestos reports, backfill, dump fees, labor and equipment. There is no time extension for this work.
Awarded Project Amount	\$3,660,000.00
Authorized Project Amount	\$3,759,360.21
Change Order Amount	\$21,026.40
Revised Project Amount	\$3,780,386.61

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0037	503-05240	LFT	\$11.000	176.000	\$1,936.00	-176.000	-\$1,936.00	0.000	\$0.00
D-1 CONTRACTION JOINT									
Reason: Not used on contract.									
1 item	Totals				\$1,936.00		-\$1,936.00		\$0.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0167	202-05668	LS	1.000	\$22,962.400	\$22,962.40
DEMOLITION					
Reason: Existing structure on NW Quadrant of RAB					
1 item					Total: \$22,962.40

From: [Machala, Dave](#)
To: ["Seth Blalock"; Ogg, Chris](#)
Cc: [Don Case](#); [Deanna Case](#); ChrisRhodesMuncie@gmail.com
Subject: RE: Existing Building Demo
Date: Tuesday, April 11, 2023 3:37:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Seth,

The City of Carmel is approving the cost for the building demo submitted by Deanna Case on March 2, 2023 in the amount of \$22,962.40. There will be no additional days added to the contract for the closure period for this work. 3D is reminded to protect all newly constructed road items (path, curb, etc.) as repairs to any items will not be reimbursed by the City of Carmel. A new pay item for this building demo will be created on CO #2 to be drafted in the coming weeks – my target would be before the end of April.

Thanks,
David

David Machala
Resident Project Representative

902E River Road, Suite 200
Indianapolis, IN 46241
317.281.9563 CELL
structurepoint.com WEB



Best Places to Work in Indiana
Best Employers in Ohio

From: Seth Blalock <sblalock@3dcompanyinc.com>
Sent: Friday, April 7, 2023 8:11 PM
To: Machala, Dave <DMachala@structurepoint.com>; Ogg, Chris <cogg@carmel.in.gov>
Cc: Don Case <Don@3dcompanyinc.com>; Deanna Case <dcase@3dcompanyinc.com>;
ChrisRhodesMuncie@gmail.com
Subject: Existing Building Demo

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe!

RESOLUTION NO. BPW 04-19-23-01

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

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 (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 _____, 2023.

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 Beam, Longest & Neff, LLC (hereinafter "Professional").

RECITALS

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

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

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

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

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

SECTION 1 INCORPORATION OF RECITALS

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

SECTION 2 SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.

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

- 2.3 Time is of the essence of this Agreement.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 2200 0 44-628.71 2020 Road Bond funds.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Two Thousand One Hundred Sixty Dollars (\$2,160.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2023, 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

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
	Each Occurrence Limit	\$1,000,000.00
	Damage to Rented Premises	\$100,000.00 (each occurrence)
	Medical Expense Limit	\$5,000.00
	Personal and Advertising Injury Limit	\$500,000.00
	General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)
	NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
	Products/Completed Operations	\$1,000,000.00
B.	Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
	Bodily injury & property damage	\$1,000,000.00 each accident

- C. Excess/Umbrella Liability \$2,000,000 (each occurrence and aggregate)
- D. Worker's Compensation & Disability Statutory
- E. 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
- F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

7.13 Notice

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

CITY:

City of Carmel
Engineering Department
One Civic Square
Carmel, Indiana 46032

City of Carmel
Office of Corporation Counsel
One Civic Square
Carmel, Indiana 46032

Beam, Longest & Neff, LLC
Engineering Department - 2023
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O.#108624
Contract Not To Exceed \$2,160.00
560 3rd Avenue SW; Parcel #6 George - Seidensticker – Buyer’s Agent

PROFESSIONAL:

Beam, Longest & Neff, LLC
8320 Craig Street
Indianapolis, Indiana 46280

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

7.18 Entire Agreement

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

7.19 Representation and Warranties

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

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

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

7.23 Personnel

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

7.24 Records and Inspections

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

7.25 Accomplishment of Project

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

7.26 Debarment And Suspension

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

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

7.27 Access to Public Records Act

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

7.28 Iran Certification

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

Beam, Longest & Neff, LLC
Engineering Department - 2023
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O.#108624
Contract Not To Exceed \$2,160.00
560 3rd Avenue SW; Parcel #6 George - Seidensticker – Buyer’s Agent

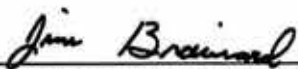
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

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

Beam, Longest & Neff, LLC

BY:

BY:



James Brainard, Presiding Officer

DocuSigned by:


Authorized Signature

Date: 4-3-2023

Printed Name: James B. Longest

Mary Ann Burke, Member

Title: President

Date: _____

FID/TIN: 35-2031487

Lori S. Watson, Member

Date: 3/23/2023

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

Right of Way Management Services Include: all processes, procedures, observations, data entry into LRS, and management of all services needed to clear the right of way, including all of the necessary activities to certify the right of way that has to be acquired to clear the project(s) for construction. This shall be completed in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. The current version of the INDOT Real Estate Manual is located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Services Management scope of work.

Report Type	Fee
Right of Way Management services fee	\$1,310 per parcel
Publishing and Payment for Legal Notice on parcels	\$520 per project

Valuation Services

Early Assessment Real Estate Cost Estimate Includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment (including but not limited to completion of the INDOT Real Estate Cost Estimate Spreadsheet) in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Comp Dockets Include: providing comparable sales data (including but not limited to market data research and raw sales data) or as otherwise requested by INDOT within the scope of work for Non-Report Services agreed upon at the time of assignment.

Waiver Valuations Include: all processes, procedures and observations to complete a waiver valuation report in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Appraisal Reports Include: all processes, procedures and observations to complete an appraisal report of the type below assigned by INDOT in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. Appraisal fees are defined and paid based on INDOT parcel and not county tax identification parcel.

Non-Report Services	Per Parcel Fee
Early Assessment: Projects ≤ 50 parcels	\$145
Early Assessment: Projects > 50 parcels	negotiated based upon complexity
Comp Docket: Agricultural / Residential Properties:	\$270
Comp Docket: Commercial / Specialized Properties:	\$550
Report Type	
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$725
Value Finding: Any Property Type (Improved or Unimproved)	\$2,055
Short Form: Any Property Type (Improved or Unimproved)	\$3,015
Short Form: Residential / Ag (with affected improvements or a total take)	\$3,375
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,710
Long Form: Any Property Type (Unimproved)	\$3,625
Long Form: Residential / Ag (Improved)	\$4,815
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$12,050
Excess Land Appraisal	\$695

The specific Report Type above is determined by INDOT Review Appraisers or their supervisors after the Appraisal Problem Analysis has been completed.

Review Valuation Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Review of Waiver Valuation and/or Appraisal Reports Include: all processes, procedures and observations to complete a review of an appraisal report or waiver valuation report in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. Appraisal fees are defined and paid based on INDOT parcel and not county tax identification parcel.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$270
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$435
Value Finding: Any Property Type (Improved or Unimproved)	\$1,035
Short Form: Any Property Type (Improved or Unimproved)	\$1,445
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,630
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,300
Long Form: Any Property Type (Unimproved)	\$1,725
Long Form: Residential / Ag (Improved)	\$2,280
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$5,550

Buying Services

Buying Services Include: all processes, procedures and observations to complete the total or partial acquisition of real estate, the obtaining of temporary or access rights, or buying review in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Report Type	Per Parcel Fee
Total/Partial Acquisition	\$2,160
Temporary/Access Rights	\$1,800
MAP 21 Offer- Total/Partial Acquisition	\$2,705
MAP 21 Offer- Temporary/Access Rights	\$2,345
Buying Review	\$360

Relocation Services

Relocation Services Include: all processes, procedures and observations to complete the activities for relocation of residential or business owners or tenants, or relocation of personal property, or review of any such relocation activities in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT.

Report Type	Payment Schedule	Per Relocation Fee
Residential Owner / Tenant	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$4,330
Business Owner / Tenant	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$4,330
Personal Property Only	Payments: 1/3 Relo/Appraisal meeting is complete, 1/3 90 Day Notice is issued, 1/3 parcel is closed	\$1,815
Residential and Business Review	100% once the parcel is compliant and closed.	\$1,205
Personal Property Move Only Review	100% once the parcel is compliant and closed.	\$460

Property Management Services

Property Management Services Include: all processes, procedures, observations, data entry into LRS, and management of all services needed to complete the parcel's readiness for demolition. This shall be completed in accordance with federal and state law (including but not limited to Federal Highway Administration rules and regulations), the current version of the INDOT Real Estate Division Manual, and as contracted with or otherwise directed by INDOT. The current version of the INDOT Real Estate Manual is located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within Property Management Services scope of work.

Non-Report Services	Per Parcel Fee
Property Management per parcel services fee	\$1,035
Placing Rat Bait on structure	\$105
Placing Appropriate Signs on structure	\$210
Boarding Up Openings on structure	Amount on Written Estimate Approved by INDOT
Debris Removal	Amount on Written Estimate Approved by INDOT
Report Type	
Asbestos Sampling and Analysis	Amount on Written Estimate Approved by INDOT
Utility Disconnection Coordination & Verification	Amount on Written Estimate Approved by INDOT



The above Fee Schedule will be effective for all new on-call real estate contract assignments (based on the date that Purchase Orders are issued) made on or after January 1, 2023. The Fee Schedule for (a) project-specific contracts that include any land acquisition services, and (b) contracts entered into under "Small Purchase Procedures" pursuant to Section 3.3.1 of INDOT's Professional Services Contract Administration Manual will be in accordance with the payment terms in the contracts and be the Fee Schedule in place on the date the contract was approved by the Attorney General of Indiana. Any deviation in established fees from the above rules in this paragraph will require (and shall not be allowed without) written pre-approval from the Director or one of his or her Managers in INDOT's Real Estate Department.



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

AFFIDAVIT

James B. Longest _____, 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
Beam Longest & Neff (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.

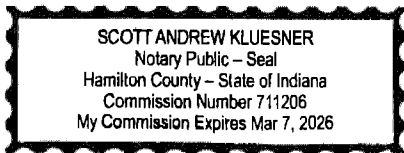
FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 6th day of January, 2022.

DocuSigned by:
James B. Longest
92B9632E2077470...
Printed: James B. Longest President

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.

Scott Kluesner
Printed: Scott Kluesner



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

108624

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/23/2023			00351110	560 3rd Ave SW - Buyer's Agent
BEAM, LONGEST & NEFF, LLC VENDOR 8320 CRAIG STREET INDIANAPOLIS, IN 46250 -		City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
75181				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each	560 3rd Ave SW - Buyer's Agent	\$2,160.00	\$2,160.00
		Sub Total	\$2,160.00



Send Invoice To:

Jill Newport
CrossRoad Engineers, PC
115 N. 17th Avenue
Beech Grove, IN 46107

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$2,160.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY

Jeremy Kashman
Director

TITLE

CONTROLLER

CONTROL NO. **108624**

Room Requested **Caucus Room**

The room may be divided into sections or can be one large room. Choose the size that you need. Room has an 8.5-foot counter area with a sink.

Room Set-Up The traditional seating arrangement is Boardroom style.
 1/3 side has four, 5-foot tables with 10 chairs
 2/3 side has six, 5-foot tables with 20 chairs (plus 15-20 chairs around perimeter of room)

Other seating options: **Classroom, Seating capacity 33**
 Theater (chairs only), Seating capacity 50

Equipment needed: **Projection screen**

Equipment not provided:

- Computers or connection cords/electrical cords
- Microphones are not available in the Caucus rooms.
- Projector

Other: Are tables and/or chairs needed around periphery of room?
 Yes
 No
If you selected YES - please fill out the details below.

How many? How many additional table/chairs are needed?
Note: Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

ROOM REQUESTED COUNCIL CHAMBERS

Seating capacity: 112

Room Requested **Council Chambers**

Equipment needed: Microphone(s) 13 available on dais, 1 at presenter's podium, 1 at clerk's desk
 Dais

Dais # and which ones

Projection Screen

Equipment not provided:

- Computers or connection/electrical cords.

Other: Are tables and/or chairs needed around periphery of room?
 Yes
 No
If you selected YES - please fill out the details below.

How many? How many additional table/chairs are needed?
1-4'table, 2-6'tables
Note: Extra tables/chairs available: 34 chairs, eight 4-foot tables, six 6-foot tables.

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.

Bonbar at Monon Lake HOA
Name of Organization/Applicant

*

Jeri L Ballantine

Signature of Authorized Agent/Applicant

Jeri L Ballantine, Secretary for HOA Board
Printed Name and Title (If applicable)

*

jballanera@gmail.com
Email (Required)

*

3,179,892,372
Phone Number (Required)

10111 Solace Lane
Carmel IN 46280
Address of Organization/Applicant

*

I confirm that I am 18 years of age or older.

4/3/2023
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST

CITY OF CARMEL USE ONLY

Approved this ____ day of _____, 20

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

INFORMATION

Approved Indiana Design
Center-Amy Mehall
3/21/23

Reviewed/Approved Via Email
CFD Heavner 3-28-23
CPD Horner 3-22-23
CRED Brewer 3-30-23

SPECIAL EVENT / FACILITY USE REQUEST FORM

* Must be at least 18 years of age to complete this form.

CONTACT INFORMATION:



Contact Person: Meg Gates Osborne

Email: meg@megpromo.com

Phone Number: 3175907522

Cell Number: 3175907522

Name/Organization: City of Carmel

Address

Street Address	
1 Civic Square	
Address Line 2	
City	State / Province / Region
Carmel	IN
Postal / Zip Code	Country
46032	United States

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 on Canvas Plein Air Competition

Event Date	End Date
9/15/2023	9/17/2023

Number of People Expected: 200

Set-Up Start time: 07:00:00 AM

Tear Down End Time: 06:00:00 PM

Event Start time:
07:00:00 AM

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 below.

- YES**
 NO

Description of Event: Provide a brief description of event
Carmel on Canvas Plein Air Competition and Reception
Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply



- FACILITY (S)
- CARTER GREEN (area between Palladium & theater building)**
 - CIVIC SQUARE FOUNTAIN AREA**
 - CIVIC SQUARE GAZEBO / LAWN**
 - 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 use.**
 - Other**

SPECIAL REQUESTS: Mark all that apply



- REQUESTS:
- ELECTRICITY**
 - FOUNTAIN RESTROOM - FOUNTAIN/GAZEBO**
 - JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply**
 - N/A**
 - Other**

VENDORS: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

- VENDORS:
- VENDORS PRESENT**
 - FOOD SERVED (May be subject to Hamilton County Health Department inspection.)**
 - ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.**
 - N/A**

CITY SERVICES NEEDED: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

- EMERGENCY MEDICAL SERVICES (EMS) (Extra fees may apply)
- EXTRA PATROL DURING EVENT (when available)
- TRAFFIC CONTROL (Extra fees may apply)
- ONSITE SECURITY (Assigned off-duty CPD officers, extra fees will apply)
- BARRICADES
- NO PARKING SIGNS (PICK UP AT CARMEL POLICE DEPARTMENT)
- N/A
- Other

Please note the number of NO PARKING SIGNS needed
50

EVENT SET UP: Mark all that apply



SEE CITY OF CARMEL FACILITY USE POLICY

Stage

Size of Stage

- Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.**

TBD

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- Bounce House**
- N/A**
- Other**

TBD

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

Agave - 15 minute Parking
Indiana Design Center inside lobby
Friday (7 am - 6 pm)
Saturday 7:00 am to Noon

Community Tent during the Carmel Farmers Market for Quick Paint on Saturday
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 <https://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 PUBLIC USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Public 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.

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Meg Gates Osborne
Printed Name and Title (If applicable)

*

317-590-7522
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

3/17/2023
Date

*

I confirm that I am 18 years of age or older.

Public Use Policy *

By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this ____ day of _____, 20

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**

SUBMIT



April 10, 2023

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

RE: STORMWATER TECHNICAL STANDARDS WAIVER – CARMEL MIDTOWN DEVELOPMENT PARCEL A

Dear Board Members:

Connor Strege, PE, with Kimley-Horn has requested a waiver from the Stormwater Technical Standards Manual in association with a proposed mixed-use development at the northwest corner of Industrial Drive and 4th Ave SW (exhibits attached).

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

Sincerely,

A handwritten signature in black ink, appearing to read "JK", is written over a faint, larger version of the signature.

Jeremy Kashman, P.E.
City Engineer



February 20, 2023

Mr. John Thomas
City of Carmel Engineering Department

RE: *Carmel Midtown Development Parcel A – Drainage Waiver Requests*

Members of the Board,

On behalf of our Client, we respectfully request waiver from the following Drainage Standards.

1. §303.06.02 & §303.07 – The Lowest Adjacent Grade for all residential, commercial, or industrial buildings shall be set a minimum of 2 feet above the highest noted overflow path/ponding elevation across the property frontage. All buildings shall have a minimum flood protection grade shown on the secondary plat. Minimum Flood Protection Grade of all structures fronting a pond or open ditch shall be no less than 2 feet above any adjacent 100-year local or regional flood elevations, whichever is greater, for all windows, doors, pipe entrances, window wells, and any other structure member where floodwaters can enter a building.

We are requesting that the MFPG (minimum flood protection grade) and MLAG (minimum lowest adjacent grade) be 4.5" above local flood source.

2. §501.01 – There should be no less than 2.5 feet of cover along any part of the pipe from final pavement elevation or final ground surface elevation to the top of the pipe.

We are requesting a waiver for the above referenced requirement for pipes D41-D40, D34-D33, D33-D32, and D32-D31. Minimum cover as dictated by §501.01 cannot be met due to existing site constraints.

3. §303.06.11 – Detention basins shall be designed with additional ten (10) percent of available capacity to allow for sediment accumulations resulting from development and to permit the pond to function for reasonable periods between cleanings.

We are requesting a waiver for the above referenced requirement as the provided hydrodynamic separators and detention treatment rows will reduce sediment accumulation within detention chambers.

4. §303.06.12 – Detention basins shall be sized to detain the runoff from the fully developed right-of-way per the City of Carmel 20-year Thoroughfare Plan across all frontages, regardless of existing watershed boundaries or drainage breaks/divides.
We are requesting a waiver for the above referenced requirement to permit additional storm sewer inlet(s) within Industrial Drive to connect directly to existing storm sewer infrastructure within Industrial Drive. These inlets will not route through proposed detention or water quality treatment prior to connecting to the existing storm sewer infrastructure. The site detention has been sized to meet the 1/2 ROW design standard per the above reference requirement.

If you have any questions, please do not hesitate to contact me at (317) 218-9560 or connor.strege@kimley-horn.com.

Sincerely,



Connor Strege, P.E.
Project Engineer

Call City
before you dig

Infrared Utilities Projection Service

GRADING LEGEND

FINISHED GRADE (FG) ELEVATION
TOP OF CURB / BOTTOM OF CURB ELEVATION
FLOW LINE SPOT ELEVATION
MATCH EXISTING SPOT ELEVATION
FINISHED FLOOR SPOT ELEVATION
PROPOSED GRADE NEAR BUILDING
TOP OF WALL SPOT ELEVATION
BOTTOM OF WALL SPOT ELEVATION
FUTURE PAVEMENT ELEVATION
RM ELEVATION
STRUCTURE @ 6 RM ELEVATION
STRUCTURE @ 6 INVERT ELEVATION
PROPOSED CONTOUR
ROCK LINE
SLOPE AND FLOW DIRECTION
100-YEAR OVERLAND OVERFLOW ROUTE
DEFLECTION BASIN 100-YEAR EMERGENCY
PROPOSED STORM SEWER
PROPOSED SANITARY MANHOLE
PROPOSED STORM/SANITARY CLEANOUT
PROPOSED WATER STRUCTURES
PROPOSED LIGHT POLES
PROPOSED TRANSFORMER PAD
LIMITS OF 100-YR STORM INUNDATION

EXISTING LEGEND

STORM INLET
CURB INLET
SANITARY MANHOLE (SMH)
TELEPHONE MANHOLE (TMH)
RIGHT OF WAY MONUMENT
WATER VALVE
POWER METER
ELECTRICAL MANHOLE
PARKING SPACE
H/C PARKING SPACE
INDICATIVE SIGNAL POLE
LIGHT POLE
WATER MAIN
HALEX
MONITOR WELL
UNDERGROUND FIBER OPTIC
UNDERGROUND ELECTRIC
DITCH FLOWLINE
STORM DRAIN
GAS LINE
WATER LINE

BENCHMARKS

MARKERS: BLMN 445 8/7/201 (INDIAN EAST)
VERTICAL CURVE: WAD 98
LOCATIONS SHOWN ON SURVEY
BENCHM. 140
BENCHM. 141
BENCHM. 142
BENCHM. 143
BENCHM. 144
BENCHM. 145
BENCHM. 146
BENCHM. 147
BENCHM. 148
BENCHM. 149
BENCHM. 150
BENCHM. 151
BENCHM. 152
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BENCHM. 188
BENCHM. 189
BENCHM. 190
BENCHM. 191
BENCHM. 192
BENCHM. 193
BENCHM. 194
BENCHM. 195
BENCHM. 196
BENCHM. 197
BENCHM. 198
BENCHM. 199
BENCHM. 200

GENERAL PLAN NOTES

SEE THE FOLLOWING: (EXISTING LEGEND, BENCHMARK INFORMATION, AND SPECIFIC GENERAL PLAN NOTES).

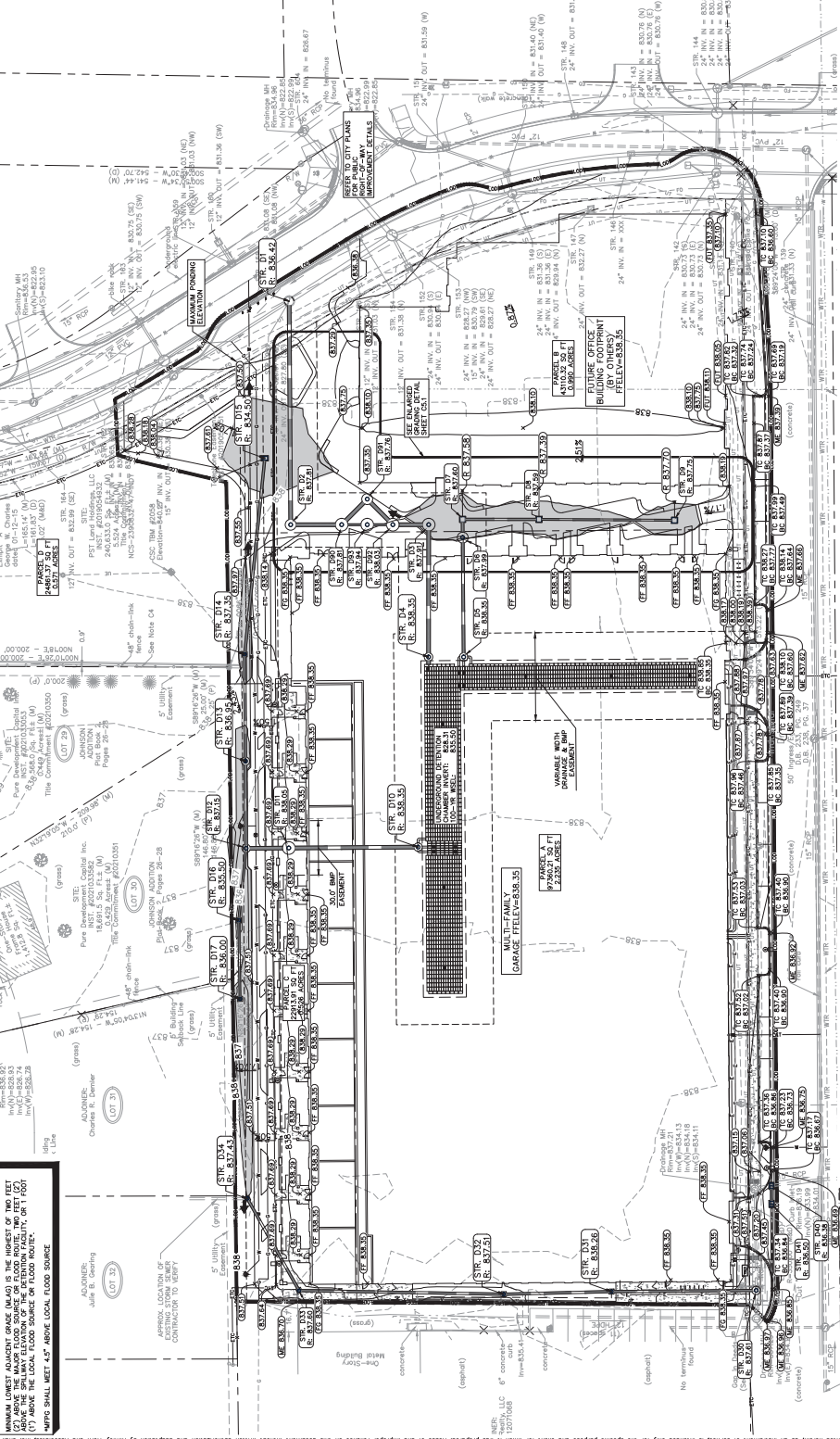
REVISIONS	DATE	BY
NO. 1	02/20/23	C/S
NO. 2	07/17/23	C/S
NO. 3	11/27/23	C/S

CITY COMMENTS

CITY COMMENTS

CITY COMMENTS

DESIGNED BY: C/S
CHECKED BY: M/T
SCALE: AS NOTED
DRAWN BY: C/P
DATE: 11/18/2022
PROJECT NO.: 170291001
SHEET NUMBER: C5.0



GRADING NOTES

- CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES TO ADOPT TO THE LATEST AVAILABLE DATA.
- ALL PAVEMENT SPOT GRADE ELEVATIONS AND RM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
- ALL EXISTING AND PROPOSED GRADE ELEVATIONS SHALL BE ACCORDING TO THE FOLLOWING: (EXISTING LEGEND, BENCHMARK INFORMATION, AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPER ELEVATION ASSOCIATE CUT TO ESTABLISH SUBGRADE ELEVATIONS).
- NO EXISTING SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
- MINIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
- WHEN NATURAL FLOW OF DRAINAGE IS AWAY FROM CURB, CONTRACTOR TO INSTALL REVERSE GUTTER PITCH.
- MAXIMUM EXISTING ELEVATIONS AT THE PROPERTY LIMITS.
- ALL STOPS OR FEEDBACK ELEVATION POINTS FROM THE BENCHMARK SHALL BE NO GREATER THAN 2% FOR THE FIRST 5'.

Proposed and Allowable Release Rates (Entering 3rd Avenue SW)	100 year	100 year
Peak Proposed Discharge	81.2 cfs	11.44 cfs
Allowable Discharge	8.38 cfs	12.45 cfs

Proposed and Allowable Release Rates (Entering Industrial Drive)	100 year	100 year
Peak Proposed Discharge	0.6 cfs	0.95 cfs
Allowable Discharge	10.2 cfs	15.27 cfs

Proposed Release Rates (Overall Site)	100 year	100 year
Peak Proposed Discharge	81.2 cfs	11.75 cfs
Allowable Discharge	8.38 cfs	12.45 cfs

DRAINAGE SUMMARY

ALL STORM SEWER INFRASTRUCTURE ENTERING PUBLIC RIGHT-OF-WAY TO REMAIN EXISTING. ALL STORM SEWER INFRASTRUCTURE OUTSIDE OF PUBLIC RIGHT-OF-WAY TO REMAIN EXISTING.

PROPOSED INFRASTRUCTURE TO BE CONSTRUCTED PER REGIONAL STANDARDS. CONSTRUCTION SHALL BE ACCORDING TO THE CITY OF CAMEL MIDDLESEX, NEW JERSEY, AND THE CITY OF CAMEL MIDDLESEX, NEW JERSEY, AND THE CITY OF CAMEL MIDDLESEX, NEW JERSEY. ALL CONSTRUCTION SHALL BE ACCORDING TO THE CITY OF CAMEL MIDDLESEX, NEW JERSEY, AND THE CITY OF CAMEL MIDDLESEX, NEW JERSEY. ALL CONSTRUCTION SHALL BE ACCORDING TO THE CITY OF CAMEL MIDDLESEX, NEW JERSEY, AND THE CITY OF CAMEL MIDDLESEX, NEW JERSEY.

THE STORM SEWER SYSTEM SHALL BE CONSTRUCTED PER REGIONAL STANDARDS. CONSTRUCTION SHALL BE ACCORDING TO THE CITY OF CAMEL MIDDLESEX, NEW JERSEY, AND THE CITY OF CAMEL MIDDLESEX, NEW JERSEY. ALL CONSTRUCTION SHALL BE ACCORDING TO THE CITY OF CAMEL MIDDLESEX, NEW JERSEY, AND THE CITY OF CAMEL MIDDLESEX, NEW JERSEY.



4/11/2023

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

Re: Consent to Encroach (deck) at 3314 Spruce Wood Ct

Dear Board Members:

A Consent to Encroach document signed by Lazzara, Anthony Charles & Kayla Marie h&w, owners of the property with the common address 3314 Spruce Wood Ct , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 04/19/2023 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



4/11/2023

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

Re: Request for Variance (deck) at 3314 Spruce Wood Ct

Dear Board Members:

Lazzara, Anthony Charles & Kayla Marie h&w, owner of the property with the common address 3314 Spruce Wood Ct, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a deck within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

- Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you).
- Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.
- Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

Jeremy Kashman, PE
City Engineer

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Lazzara, Anthony Charles & Kayla Marie h&w, 3314 Spruce Wood Ct, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 121 ("Lot") in WOODS AT SHELBORNE, section 2, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 5 SLIDE 708, Instrument Number 2017-34993 in the Office of the Hamilton County Recorder on 07/20/2017, as WOODS AT SHELBORNE, section 2 (the "Plat"); and

WHEREAS, the current Owner wishes to install a deck on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 20-foot Drainage and Utility Easement, identified as "20' D.&U.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.
8. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
9. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
10. This Agreement shall be effective as of the date on which it is last executed by a party hereto.

- 11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
- 12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
- 13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

PROPERTY OWNER

Anthony Lazzara
 Printed Name
[Signature]
 Signature
 Date: 4-17-23

PROPERTY OWNER

Kayla Lazzara
 Printed Name
[Signature]
 Signature
 Date: 4/17/23

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Anthony Lazzara
 by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or
 her voluntary act and deed.
 Witness my hand and Notarial Seal this 11th day of April, 2022

My Commission Expires:

06/15/2029

[Signature]
 NOTARY PUBLIC
Kelly Cowan
 Printed Name

My County of Residence: Hamilton



Kelly Cowan, Notary Public
 Hamilton County, State of Indiana
 Commission No: NP0734316
 My Commission Expires 06/15/2029

"CITY"

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 Watson, Member

Date: _____

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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, and 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 "CONSENT TO ENCROACH" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 20__.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jon Oberlander, Esquire

EXHIBIT A

**THE WOODS AT SHELBORNE
SECTION TWO**

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Northwest Quarter of Section 32, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 32, thence North 00 degrees 05 minutes 12 seconds East 660.00 feet along the West line of said Northwest Quarter; thence North 89 degrees 28 minutes 29 seconds East 1,745.00 feet to a point on the East boundary of The Woods at Shelborne, Section 1 recorded as Instrument Number 2015-050827 in the Office of the Recorder for Hamilton County, Indiana, said point also being the POINT OF BEGINNING of this description; thence continuing North 89 degrees 28 minutes 29 seconds East 911.53 feet to a point on the East line of the aforesaid Northwest Quarter; thence South 00 degrees 02 minutes 49 seconds West 660.00 feet along said East line to the southeast corner of said Northwest Quarter; thence South 89 degrees 28 minutes 29 seconds West along the South line of said Northwest Quarter 1,531.99 feet to the aforesaid East boundary of The Woods at Shelborne, Section 1; the next three(3) calls being on and along said East boundary; (1) North 79 degrees 18 minutes 58 seconds East 178.09 feet; (2) North 56 degrees 49 minutes 17 seconds East 398.87 feet; (3) North 15 degrees 08 minutes 28 seconds East 429.29 feet to the place of beginning, containing 16.102 acres, more or less.

SURVYOR'S CERTIFICATE

This subdivision consists of 23 lots numbered 103 - 125, (all inclusive) and 4 Common Areas labeled Common Area "E", "F", "G", and "H". The size of lots and width of street are shown in feet and decimal parts thereof.

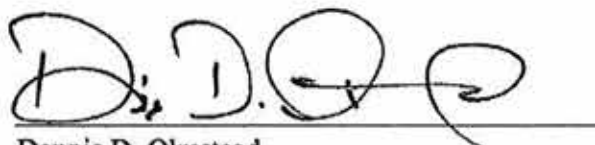
Cross-reference is hereby made to a survey prepared by Stoepelwerth & Associates recorded as Instrument Number 2014028121 in the Office of the Recorder for Hamilton County, Indiana.

All monuments shown hereon exist prior to the recording of this plat or will be set within two (2) years of it's recording. The location, size, type and material are accurately shown herein.

All requirements specified in the subdivision ordinance of the City of Carmel have been met.

I, further certify that I am licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 5th day of July, 2017.



Dennis D. Olmstead
Registered Land Surveyor
No. 900012





ARCHITECTURAL SITE PLAN
SCALE: 1" = 10'

SHEET OF 13
A2

DATE: 3/2/23

REVISION:	DATE:

DATE:

Client Initials:

SIGNATURE / SEAL

CUSTOM LIVING
3335 Windsor Ave
Indianapolis IN 46220
DESIGNER ERIN STUMP
E. erin@customliving.com
C. 202.225.5718

LAZZARA RESIDENCE
Exterior Deck/Roof Cover
3114 Spruce wood ct
Carmel, IN, 46032

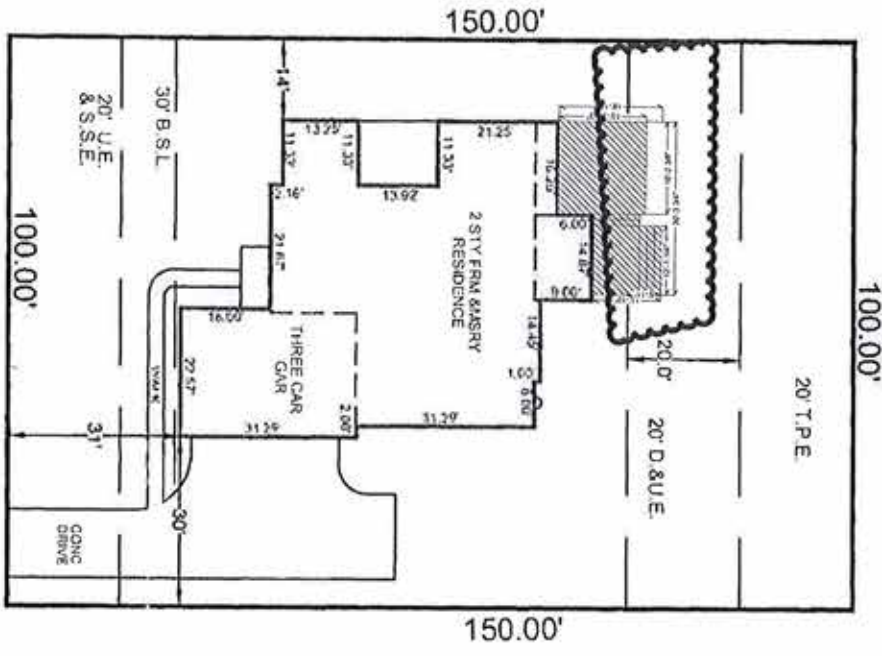


Exhibit B

PRINTED SCALE & PRINTED ON 34" X 36"

The plans, specifications, conditions, and notes herein are the property of Custom Living, Inc. and are to be used only for the project and site identified herein. No part of these plans may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Custom Living, Inc. All rights reserved.