City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, FEBRUARY 18, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. **MEETING CALLED TO ORDER**

2. **MINUTES**

   a. **Minutes from the February 4, 2026, Regular Meeting**

3. **BID OPENINGS, AWARDS, AND RECOMMENDATIONS**

   a. **Bid Award for 24-ENG-07B1 Raised Crosswalk Improvements-Gray Road and Hazel Dell Roundabouts;** Brad Pease, Director of Engineering

   b. **Bid Award for 22-ENG-02 Roundabout at 116th Street & Hoover Road;** Brad Pease, Director of Engineering

   c. **Bid Recommendation for 26-STR 01 Paving;** Matt Higginbotham, Street Commissioner

4. **TABLED ITEMS**

   a. **Public Hearing for the Demolition and Removal of Unsafe Building; 11033 Haverstick Road, Carmel, IN 46033;** Brent Liggett, Code Enforcement Official **TABLED 11-05-25**

5. **CONTRACTS**

   a. **Request for Professional Services; St. Vincent Hospital and Health Care Center, Inc. d/b/a Ascension St. Vincent Sports Performance; ($111,245.00); Tactical Athlete Program 2026; Additional Services Amendment #1;** Chief Joel Thacker, Carmel Fire Department

   b. **Request for Purchase of Goods and Services; Calumet Civil Contractors, Inc.; ($3,046,000.00); 24-ENG-07b Raised Crosswalk Improvements at Gray Rd & Hazel Dell RAB Construction;** Bradley Pease, Director of Engineering

   c. **Request for Professional Services; CrossRoad Engineers, P.C.; ($2,765,850.00); 24-ENG-19 Monon Blvd to Range Line Design, Phase 1 and 2; Additional Services Amendment #11;** Bradley Pease, Director of Engineering

   d. **Request for Professional Services; DLZ Indiana, LLC; ($56,500.00); 24-ENG-04 116th Street & AAA Way Roundabout Design; Additional Services Amendment #1;** Bradley

Pease, Director of Engineering

e. **Request for Reimbursement Agreement; Duke Energy Indiana, Inc.; ($60,000.00); 24-ENG-05 Preliminary Engineering Reimbursement;** Bradley Pease, Director of Engineering

f. **Request for Purchase of Goods and Services; E & B Paving, LLC; ($1,587,938.28); 22-ENG-03 116th Street & Hoover Road Roundabout Construction;** Bradley Pease, Director of Engineering

g. **Request for Purchase of Goods and Services; Total Administrative Services Corporation; COBRA Benefits;** Nicole Murphy, Director of Human Resources

h. **Request for Purchase of Goods and Services; Convergint Technologies, LLC; ($219,820.29); Genetec Services & Environment; Additional Services Amendment;** Kevin Cusimano, Director of Information and Communication Systems

i. **Request for Purchase of Goods and Services; Fortē, Inc.; ($155,357.37); IT Equipment; Additional Services Amendment #2;** Kevin Cusimano, Director of Information and Communication Systems

j. **Request for Purchase of Goods and Services; Graybar Electric Co., Inc.; ($60,162.39); IT Equipment; Additional Services Amendment;** Kevin Cusimano, Director of Information and Communication Systems

k. **Request for Purchase of Goods and Services; Mainscape, Inc.; ($1,731,031.00); 2026 Mowing/Landscaping; Additional Services Amendment;** Matt Higginbotham, Street Commissioner

l. **Request for Purchase of Goods and Services; Mainscape, Inc.; ($474,000); 2026 Snow Removal; Additional Services Amendment;** Matt Higginbotham, Street Commissioner

6. REQUEST TO USE CITY STREETS/PROPERTY

a. **Request to Use Carter Green; Tree Decoration; February 28 through March 21, 2026; 12:00 PM to 12:00 PM;** Ralitsa Kolarova, The Association of Bulgarians Abroad 681

b. **Request to Use City Hall Parking Lot; Freewheelin' Bike Collab; April 11, 2026; 10:00 AM to 2:00 PM;** Tierra Bush, City of Carmel

c. **Request to Use Civic Square Fountain Area, Japanese Garden, Civic Square Gazebo and Lawn, and Use/Close City Streets; Special Request to Use Electricity and Fountain Restrooms; Japan SpringFest; May 03, 2026; 8:00 AM to 5:00 PM;** Evan Kreutzer, Carmel Sister Cities, Inc.

d. **Request to Use City Council Chambers; Special Request to Use Electricity; National Day of Prayer; May 7, 2026; 11:30 AM to 1:00 PM;** Jane Vanosdol, Carmel National Day of Prayer Volunteer Committee

e. **Request to Use Reflecting Pool and Veterans Memorial Plaza; Special Request to Use Electricity and Reflecting Pool Restrooms; Memorial Day Ceremony; May 22, 2026; 7:00 AM to 10:00 AM;** Tierra Bush, City of Carmel

f. **Request to Use Monon and Main Plaza and Use City Streets; Kelli's Kegs N Eggs 5K; August 08, 2026; 6:00 AM to 2:00 PM;** Ryan McLaughlin, Kelli's Kegs N Eggs 5k

g. **Request to Use Carter Green and Use/Close City Streets; Special Request to Use Electricity and James Building Restrooms; Diwali Festival of Lights; October 10, 2026; 6:00 AM to 9:00 PM;** Anita Joshi M.D.,Diwali Committee

7. OTHER

a. **Request for Acknowledgment of Agreement; 116th & Hoover Roundabout - Parcel 5 Recommendation;** Bradley Pease, Director of Engineering

b. **Request for Consent to Encroach; 2628 Milano Drive;** Property owners

c. **Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Pole Replacements at Various Locations;** Duke Energy

d. **Request for Agreement between City of Carmel and Vendor; Baker's Village Homeowners' Association; Maintenance Agreement;** Brad Pease, Director of Engineering

e. **Uniform Conflict of Interest;** Gregory Webb

8. ADD-ONS

9. ADJOURNMENT

Board of Public Works Members

Laura Campbell,
Presiding Officer
Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

Alan Potasnik
Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

James Barlow
Appointed by Mayor Finkam
Term August 27, 2025,
Until a Successor is Appointed

Next Meeting: March 04, 2026

City of Carmel

CARMEL BOARD OF PUBLIC WORKS
MEETING MINUTES

WEDNESDAY, FEBRUARY 4, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Chairwoman Campbell called the meeting to order at 10:01am.

MEMBERS PRESENT

Board Members Laura Campbell, Jim Barlow, and Alan Potasnik, City Clerk Jacob Quinn, and Deputy Clerk Jessica Dieckman were present.

MINUTES

Minutes from the January 21, 2026, Regular Meeting. Board Member Barlow moved to approve. Board Member Potasnik seconded. Minutes approved 3-0.

BID OPENINGS, PROPOSALS, AND AWARDS

Bid Opening for 22-ENG-02 Roundabout at 116th Street & Hoover Road;
Board Member Potasnik unsealed the bids and read them aloud;

Vendors	***Bid Amount***
E&B Paving, LLC	*$1,587,938,28*
Rieth-Riley Construction	*$2,023,926.36*
Calumet Civil Contractors, Inc	*$2,087,000.00*
Yarberry Companies, Inc	*$2,265,377.00*
Morphey Construction, Inc.	*$2,300,000.00*

Bid Opening for 24-ENG-07B1 Raised Crosswalk Improvements-Gray Road and Hazel Dell Roundabouts; *Board Member Potasnik unsealed the bids and read them aloud;*

Vendors	***Bid Amount***
Calumet Civil Contractors	*$3,046,000.00*
E&B Paving, LLC	*$3,737,473.44*
All Star Paving, Inc	*$3,286,847.30*
Yarberry Companies, Inc.	*$3,327,259.00*
OLCO, Inc.	*$3,433,678.27*
Morphey Constructions, Inc.	*$3,578,970.00*

Request for Proposals for Safe Streets and Roads for All Safety Plan; *Board Member Potasnik unsealed the proposals and read them aloud;*

Vendors

American Structurepoint, Inc.

WSP USA Inc.

Bid Opening for 26-STR-01 Paving; *Board Member Potasnik unsealed the bids and read them aloud;*

Vendors	***Bid Amount***
Rieth-Riley Construction Co., Inc	*$5,746,750.58*
Howard Asphalt LLC	*$6,786,760.46*
E&B Paving, LLC	*$6,348,223.43*
Calumet Civil Contractors, Inc.	*$6,767,878.85*
Milestone Contractors, L.P.	*$6,987,936.26*

TABLED ITEMS

Public Hearing for the Demolition and Removal of Unsafe Building; 11033 Haverstick Road, Carmel, IN 46033; Brent Liggett, Code Enforcement
Official TABLED 11-05-25 REMAINS TABLED

CONTRACTS

Request for Purchase of Goods and Services; Hoosier Fire Equipment, Inc.; ($88,305.00); Globe Jacket & Pant systems; Additional Services Amendment #6; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0

Request for Professional Services; St Vincent Health Wellness and Preventive Care Institute, Inc.; ($121,919.86); Firefighter Physicals; Additional Services Amendment #1; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

Request for Reimbursement Agreement; Indiana Gas Company, Inc. dba CenterPoint Energy North; ($169,003.40); 1732 W 116th Street, 22-ENG-03; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request for Professional Services; CrossRoad Engineers, P.C.; ($363,000.00); Monon Blvd & Urban Trail - Phase 3 - Inspection Supplemental, 22-ENG-01; Additional Services Amendment #3a; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request for Professional Services; CTI Construction, LLC; ($196,370.00); 24-ENG-05, Station 42 Renovations; Additional Services Amendment #5; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request for Professional Services; CTI Construction, LLC; ($196,370.00); 24-ENG-06, Station 46 Renovations; Additional Services Amendment #6; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request for Professional Services; WSP USA, Inc.; ($79,958.00); BUILD Grant Scope; Additional Services Amendment #1; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Emergency Radio Service, LLC; ($243,870.09); Rotating Electro-Mechanical Sirens; Additional Services Amendment #1; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Forte, Inc.; ($81,800.00); AV Maintenance; Additional Services Amendment; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Insight Public Sector, Inc.; ($454,508.67); Microsoft Renewal; Additional Services Amendment; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Trugreen; ($274,434.14); 2026 Fertilization; Additional Services Amendment; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use/Close City Streets; St Patrick's Tent Party; March 13 through March 18, 2026; 10:00 AM to 3:00 PM; Sean McCutheon, Owner of Brockway Pub, briefly speaks; this will be our 19th year for this event. We have requested that two streets be closed for this event: Cranston Avenue and the northbound Old Meridian. We just need to close one street for 3 hours, and traffic will be diverted to Pennsylvania during that time. It's a bit of an inconvenience, but from a

design perspective, this makes more sense. This is a different street closure than requested last year. This will not affect businesses around the event, as customers will still be able to access the parking lot and come to the businesses. We consulted with the businesses around us, and the only concern was with Indiana Members Credit Union because people were using their parking lot, which they were concerned about their customers accessing. Sergey Grechukhin, Corporation Counsel, recommends approving the request only, subject to finalizing the closure route with the CFD and CPD. Board Member Barlow approves the request on the contingency that the closures are worked out with all the departments. Board Member Potasnik seconded. Request approved 3-0.

Request to Use/Close City Streets; Sam Costa Marathon; March 21, 2026; 7:00 AM to 12:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0

Request to Use Midtown Plaza; Movies At Midtown; June 2 through September 24, 2026 (Tuesdays and Thursdays); 6:00 PM to 8:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use/Close City Streets; Shamrock the District; March 13 through March 16, 2026;9:00 AM to 12:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Wedding Ceremony; March 21, 2026; 1:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use Civic Square Gazebo and Lawn and Japanese Garden; Meditation for Peace; April 7 through September 29, 2026 (Weekly Tuesday Evenings); 7:00 PM - 9:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request for Electricity; Private Wedding; May 9, 2026;1:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use Electricity; Midtown Block Party; May 9, 2026; 10:00 AM to 6:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use Electricity; Midtown Block Party; May 9, 2026; 10:00 AM to 6:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; July 5, 2026;1:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; July 11, 2026; 2:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; July 18, 2026; 2:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; August 2, 2026;1:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; August 8, 2026; 2:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; August 22, 2026; 2:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; September 06; 1:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; September 12, 2026; 2:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use East Patio Palladium; Special Request to Use Electricity; Private Wedding; September 25, 2026; 1:00 PM to 7:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use Monon and Main Plaza; Special Request to Use Electricity; Butterfly Release; September 19; 9:00 AM to 2:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use Electricity; Opening Act SK; September 20, 2026; 8:00 AM to 11:45 AM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use Midtown Plaza;Special Request to Use Electricity; Small Business Vendor Expo; October 2, 2026; 8:00 AM to 1:00 PM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

Request to Use City Streets; Dounut Sk; December 19, 2026; 8:00 AM to 10:30 AM; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

OTHER

Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; 9815 Greentree Drive; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; 9602 Westfield Blvd; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

*Request for Stormwater Technical Standards Waiver; 711 Rangeline Road**;** Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.*

Request for Amendment; City of Carmel Special Event/Facility Use Policy; Sergey Grechukhin, Corporation Counsel, briefly speaks; we are transferring the Japanase Garden is will not be managed by the city and is being transferred to Carmel Parks and Recreation so we are just removing it from the facility request. Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

*Uniform Conflict of Interest**;** Board Member Barlow moved to approve. Board Member Potasnik seconded. Acknowledgement approved 3-0.*

*Resolution BPW 02-04-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel; Donation of Property to Hamilton County Sheriff's Office**;** Lieutenant Katy Malloy, Carmel Police Department K9 Supervisor, briefly speaks; the Carmel Police Department no longer has an explosive K9, and Hamilton County is getting one. We plan to use them in the future, and giving them the explosive container makes more sense. Board Member Barlow moved to approve. Board Member Potasnik seconded. Resolution approved 3-0.*

ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

Board Member Barlow moved to add-on item. Board Member Potasnik seconded. Add-On approved 3-0.

Request for Amendment; PennCare, Inc.; ($273,530.00); Ambulance Chassis; Additional Services Amendment; *Benjamin Legge, Corporation Counsel, briefly speaks: the amendment changes the scope of work to save the City close to $100k and complete the remount of the ambulance chassis faster. This is possible in part because the remount can now take place at a newly opened plant in Elkhart, IN. We apologize for the late request, but CFO was only recently informed of the potential for this time- and money-saving measure and would like the chassis remount process to begin as soon as*

possible. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

ADJOURNMENT

Chairwoman Campbell adjourned the meeting at 10:39am

APPROVED:

_____

Jacob Quinn – City Clerk

_____

Chairwoman Laura Campbell

ATTEST:

_____

Jacob Quinn – City Clerk

CITY OF CARMEL
DEPARTMENT OF COMMUNITY SERVICES

DEMOLITION AND REMOVAL OF UNSAFE BUILDING ORDER

Deeded Owner: Richard Sanders
Address: 11033 Haverstick Rd, Carmel, IN 46033
Legal Description: Acreage .98 Section 5, Township 17, Range 4
Parcel Number: 17-14-05-00-00-008.005

October 17, 2025

RE: Unsafe Building – Barn
ATTENTION: Richard Sanders:

Parcel Number: 17-14-05-00-00-008.005,

This Demolition and Removal of Unsafe Building Order is being issued to you, the recorded owner of 11033 Haverstick Rd, Carmel, IN 46033, Parcel Number: 17-14-05-00-00-008.005 (the "Property"), under Indiana Code § 36-7-9-5(7), because a barn on your Property is an unsafe building under Indiana Code § 36-7-9-4 and Carmel City Code § 6-159, as set forth below:

Property	**Address: 11033 Haverstick Rd, Carmel, IN 46033** **Parcel Number(s):** 17-14-05-00-00-008.005
Statement of Violation(s)	The barn located on the Property is an "unsafe building" under Indiana Code § 36-7-9-4 and Carmel City Code § 6-159, and is "so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use; or shall be an invitation to children and endanger the lives of such children, or which, because of its condition has become a fire hazard" in violation of Carmel City Code Section §6-79(f) and § 6-222(c).
Corrective Action	1. Safely Demolish and Remove the barn located at the Property. 2. Submit proof of demolition and removal to the City of Carmel.
Due Date	**You have until November 4, 2025, to complete the Corrective Action the violation(s).**
Hearing Date	**This Order is set for Hearing before the City of Carmel Board of Public Works and Safety on November 5, 2025, at 10:30 a.m. at Council Chambers, Carmel City Hall, 1 Civic Square, Carmel IN 46032** You are entitled to appear at the hearing with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments.

If this Order is not complied with following its approval by the City of Carmel Board of Public Works and Safety, daily citations may be issued for as long as the violation(s) persists and until the unsafe building on the Property is demolished and removed. The City also reserves the right to pursue all other lawful enforcement methods, including, but not limited to, abatement of the violation(s), namely, demolition and removal of the barn, at the expense of the property owner. Under Indiana Code § 36-7-9-27, "[a] person who has been issued and has received notice of an order relative to unsafe premises and has not complied with that order: (1) must supply full information regarding the order to a person who takes or agrees to take a substantial property interest in the unsafe premises before transferring or agreeing to transfer that interest; and (2) must, within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe premises, supply the enforcement authority with written copies of: (A) the full name, address, and telephone number of the person taking a substantial property interest in the unsafe premises; and (B) the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished." The hearing authority may determine the property to be abandoned as provided in Indiana Code Chpt. 36-7-37.

Sincerely,

Brent Liggett - Code Enforcement Official
City of Carmel, 1 Civic Square, Carmel, IN 46032
317 509-8239

Docusign Envelope ID: 862D0B42-7B33-4889-A501-0F46CD1DF4E9

St. Vincent Hospital and Health Care Center, Inc. d/b/a Ascension St. Vincent Sports Performance
Fire Department – 2026
Appropriation #1120 43-407.99 Fund; P.O. #119037
Contract Not To Exceed $111,245.00

REVIEWED
By Benjamin J Legge at 11:40 am, Feb 03, 2026

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("Additional Services Amendment") shall amend the terms of the Agreement for Professional Services entered into by and between the City of Carmel and St. Vincent Hospital and Health Care Center, Inc. d/b/a Ascension St. Vincent Sports Performance as City Contract dated May 6, 2021 (the "Agreement") 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: _____
Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

St. Vincent Hospital and Health Care Center, Inc. d/b/a Ascension St. Vincent Sports Performance

By: DocuSigned by: Parveen Chand 0FA2035B50954C8...
Authorized Signature

Parveen Chand
Printed Name

COO, Ascension St. Vincent
Title

FID/TIN: 35-0869066

Date: 2/2/2026

Docusign Envelope ID: 862D0B42-7B33-4889-A501-0F46CD1DF4E9

December 9th, 2025

VIA U.S. MAIL

Thomas Marvel
Division Chief of Safety and Training
Carmel Fire Department

Re: Acknowledgment of Mutual Renewal of the Ascension St. Vincent Sports Performance Services Agreement

Dear Mr. Thomas,

Pursuant to our prior discussions, the purpose of this letter is to memorialize the desires of St. Vincent Hospital and Health Care Center, Inc. d/b/a Ascension St. Vincent Sports Performance ("ASVSP") and Carmel Fire Department ("Customer") to mutually extend our previously executed Ascension St. Vincent Sports Performance Services Agreement that commenced on January 1, 2021 ("Services Agreement") under the same terms and conditions for an additional (2) two year renewal ("Renewal Term"). Attached to this Letter, please find the Statement(s) of Work outlining the scope of services and pricing that shall apply to the Renewal Term, which shall be incorporated into the Services Agreement and replace all previously agreed-upon Statements of Work for the same or similar services.

Please indicate your acceptance by signature below and return this document to Ascension St. Vincent Contract Management at **contractmanagementindiana@ascension.org** by December 31, 2025. If you have any questions concerning this Letter, please contact Brandon Johnson Manager of Practice Operations, Ascension St. Vincent Sports Performance: **brandon.johnson2@ascension.org**.

Sincerely DocuSigned by: Parveen Chand 0FA2035B50954C8...

Printed Name Parveen Chand
Title: COO, Ascension St. Vincent
Date: 2/2/2026

Accepted and Acknowledged By:

_____
Customer Signature

Printed Name: _____
Title: _____
Date: _____

Docusign Envelope ID: 862D0B42-7B33-4889-A501-0F46CD1DF4E9

Ascension

Carmel Fire Department

Ascension St. Vincent Sports Performance

Introduction

Ascension St. Vincent Sports Performance (ASVSP) proposes delivery of high quality, convenient, and cost effective injury management to the Carmel Fire Department through the utilization of our injury management and nutrition program.

Proposed Program Staffing

- One Athletic Trainer
- One Sports Dietitian

Model and Services

The Importance of Preventive Care

- Lower workers' compensation expenses
- Contain costs
- Improve athlete readiness to enhance performance and recovery
- Reduce work-related and non-work-related injuries

Program Goals

- Provide high quality injury management and treatment for acute & chronic musculoskeletal injuries for Carmel Fire Department Members.
- Provide high quality nutrition education and guidance to promote a healthy lifestyle and increase performance.

Driving Outcomes

- Services provided conveniently to team members improves access and encourages individuals to seek regular care before a problem escalates.
- By encouraging participation in the program, leading to early intervention when a minor injury occurs, you will see a positive impact on the health of your team members, and reduced medical spend.

Docusign Envelope ID: 862D0B42-7B33-4889-A501-0F46CD1DF4E9

Athletic Training Services

- Ascension St. Vincent Sports Performance proposes delivery of high quality, convenient and cost effective injury management to the Carmel Fire Department through the utilization of our ASVSP Tactical Athlete Program.

Ascension St. Vincent Sports Performance (ASVSP) will immerse:

- A licensed athletic trainer (tactical athletic trainer) into the Carmel Fire Department for 40 hours per week to provide injury prevention, assessment, recognition and management to reduce time-loss and related expenses for Carmel Fire Department tactical athletes. The tactical athletic trainer will:

- Be a full-time ASVSP associate dedicated to the Carmel Fire Department

- Follow a rotating schedule M-F. The schedule may flex to accommodate larger/higher volume fire stations.

- Scheduling Carmel Fire Department tactical athletes to receive immediate, same day/next day care during off-hours will be done on-line via Acuity scheduling.

- Provide athletic training services / rehabilitation to CFD tactical athletes during scheduled times at ASVSP's Clay Terrace Performance Center.

- Evaluate & manage musculoskeletal injuries for all CFD sworn firefighter's immediate family:
  - Eligibility: CFD sworn firefighter's spouses & dependents (ages 10 - 18)

- Scheduling of immediate family members to receive immediate, same day/next day care during off-hours will be done online via Acuity scheduling.

- Any referrals for musculoskeletal injuries to ASVSP sports medicine physicians will be billed via patient's personal insurance.

- Collaborate with Carmel Fire Peer Fitness Trainers to ensure a comprehensive plan is in place to support the recovery of each tactical athlete.

- Utilize Healthy Roster, an electronic medical record management system to maintain accurate records for every injury and treatment, and provide regular reports to CFD leadership.

- Accelerated access to ASVSP's Physical Therapy and AIC services at ASVSP's Carmel Clay Terrace Performance Center between Monday through Friday, when needed. *Note that these services are billable through insurance.

- In the event our lead Athletic Trainer is on vacation or out of the office, ASVSP will ensure a backup Athletic Trainer is available to continue service.

Docusign Envelope ID: 862D0B42-7B33-4889-A501-0F46CD1DF4E9

Tactical Medicine

- Carmel Fire Department tactical athletes will receive accelerated access to our fellowship trained sports medicine physicians located at our Clay Terrace Performance Center (Monday through Friday) to facilitate a rapid return to work.

Tactical Nutrition

ASVSP will provide a dietitian 8 hours per week (virtually and in-person) to design a customized nutrition program based upon the outline of available services listed from the menu below. In 2020, data showed us that a firefighter with a higher BMI was more likely to be injured and off duty. Working proactively to encourage improved nutrition and weight management is a key component of the tactical athlete program.

- CFD leadership will help identify which nutrition services the department wishes to utilize with the allotted time.
- Individual needs may be based upon results of body composition and Ascension Public Safety Medical annual physical data.

Available Nutrition Service Menu:

- <u>Monthly visit to every firehouse and each shift</u>
    - Topics will be targeted to specific needs, such as:
        - Performance Grocery Shopping
        - Meal planning
        - Cooking demo/sampling
- Develop a system for overall communication within the department.
    - Host videos and educational material in a private Facebook group to allow Carmel Fire Department tactical athletes to receive daily education.
    - 2-4 posts/video per week (videos, pictures, recipes)
    - Polls to learn about firefighter needs & show progression
    - Show engagement of videos/posts
- Grocery store tours
- Rise Nutrition Software
    - App based personalized nutrition plan
- In-Person or Virtual Nutrition Counseling Sessions
- Monthly Newsletter - posted in each fire station during fire house visits
- Snack and/or Meal Demonstrations and Sampling in firehouse
- Recruit Nutrition Programing
- Sweat Rate Testing
- Hydration and Carbohydrate recommendations when stocking the Rehab Support Vehicle
- Body Composition Analysis
- In the event our lead dietitian is on vacation or out of the office, ASVSP will ensure a backup dietitian is available to continue service.

Docusign Envelope ID: 862D0B42-7B33-4889-A501-0F46CD1DF4E9

Data Reporting

ASVSP will send reports from both the Athletic Trainer and the Dietician on the first day of March, June, September, and December. With a final cumulative report at the end of the year.

Financial Overview

Year 1

$111,245

- Term: Jan 1st, 2026 - Dec. 31st, 2026

Compensation: In exchange for the Services provided hereunder, Customer shall pay ASVSP in the amount of $111,245 which shall be owed in twelve (12) equal monthly payments of $9,270.44 per month (“Monthly Fee”) from Jan 1st, 2026 through Dec. 31st, 2026.

Year 2

$114,582

- Term: Jan 1st, 2027-Dec 31st, 2027

Compensation: In exchange for the Services provided hereunder, Customer shall pay ASVSP in the amount of $114,582 which shall be owed in twelve (12) equal monthly payments of $9,548.50 per month (“Monthly Fee”) from Jan 1st, 2027 through Dec. 31st, 2027

Docusign Envelope ID: 862D0B42-7B33-4889-A501-0F46CD1DF4E9

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119037

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
1/7/2026			**375313**	**Tactical Athlete Program 2026**

VENDOR
ASCENSION SPORTS PERFORMANCE
PO BOX 778769
CHICAGO, IL 60677--8769

SHIP TO
Carmel Fire Department
210 Veterans Way
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107499				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	**Each**	**Tactical Athlete Program Per Attached Quote**	**$111,245.00**	**$111,245.00**
			Sub Total	**$111,245.00**

Department: **1120** *Fund:* **101** **General Fund**

Account: **43-407.99**

CITY OF CARMEL INDIANA

Send Invoice To:
Carmel Fire Department
Accounts Payable
210 Veterans Way
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$111,245.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

	Denise Snyder	Zac Jackson
TITLE	Accreditation/Budget Administrator	CFO

CONTROL NO. 119037

Calumet Civil Contractors, Inc.
Engineering Department - 2026
Appropriation #2200 0 44-628.71 2024 Bond Fund; P.O. #119339
Contract Not To Exceed $3,046,000.00

APPROVED
By Sergey Grechukhin at 3:42 pm, Feb 10, 2026

AGREEMENT FOR GOODS AND SERVICES

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement" or "Contract") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City" or "Owner" are used interchangeably throughout the Contract Documents), and Calumet Civil Contractors, Inc., an entity duly authorized to do business in the State of Indiana ("Contractor").

TERMS AND CONDITIONS

1. ACKNOWLEDGMENT, ACCEPTANCE:
   Contractor acknowledges that it has read and understands this Agreement and all other Contract Documents referenced herein, and agrees that its execution of same constitutes its acceptance of all of the Contract Documents' terms and conditions.

2. PERFORMANCE:
   2.1 City agrees to purchase the goods and services and all related work (the "Goods and Services" or the "Work") from Contractor using City budget appropriation number 2200 0 44-628.71 2024 Bond funds. Contractor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement and all other Contract Documents by applying at all times the highest technical and industry standards. Contractor, in agreeing to provide all Goods and Services and otherwise complete the Work within the times and sequences set forth herein, acknowledges and agrees that the times allotted by the Contract Documents for the performance and completion of the Work are reasonable and take into account the risks and adverse conditions assumed by Contractor under the Contract Documents.

   2.2 Contractor shall commence the Work immediately and diligently and continuously prosecute and coordinate such Work with such labor, materials, equipment, supervision and services to insure that City, other contractors, subcontractors and third parties will not be delayed, interrupted, hindered or disrupted by Contractor's activities or operations, and to insure completion of the Project within the time specified by any construction schedule dates and/or milestones now or hereafter established in accordance with this Agreement and/or other Contract Documents.

3. PRICE AND PAYMENT TERMS:
   3.1 Contractor agrees that the total price for the Goods and Services and all related Work to be provided to City hereunder shall be no more than Three Million Forty Six Thousand Dollars ($3,046,000.00) (the "Contract Price"). Contractor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided or work performed to City within such time period. City shall pay Contractor for such Goods and Services and/or work performed within thirty-five (35) days after the date of City's receipt of Contractor'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 including any references, attachments, and addenda thereto, are submitted on an invoice that contains the information contained on attached Exhibit B, and Contractor has otherwise performed and satisfied all the terms and conditions of this Agreement.

   3.2 Contractor agrees not to perform any work or provide additional goods and services to City that would cause the total cost of the Goods and Services provided by Contractor to City hereunder to exceed the Contract Price, unless City has previously agreed, in writing, to pay an amount in excess thereof.

3.3 Final Payment. Final payment, constituting the entire unpaid balance of the Contract Price, including any retainage, shall be paid by City to Contractor within ninety-one (91) days after it has become due and payable. Final payment to Contractor shall not become due and payable until and unless all Goods and Services are delivered, and all Work for the Project is otherwise fully completed and performed in accordance with the Contract Documents and is satisfactory to and approved by City.

3.4 Effect of Final Payment. The making of final payment shall constitute a waiver of Claims by City except those arising from:

a. Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
b. Failure of the Work to comply with the requirements of the Contract Documents;
c. Terms of special warranties required by the Contract Documents;
d. Claims previously made in writing and remaining unsettled as of the date of final payment;
e. Claims by City attributable to defective work or prior corrective work, appearing after final inspection;
f. Failure of the Work to comply with the requirements of the Contract Documents;
g. City claims and other rights arising under the terms of any general or special warranties, guarantees or maintenance bonds specified by the Contract Documents or arising thereunder; and
h. City claims and other rights with respect to Contractor's and Surety's continuing obligations under the Contract and the Contract Document.

3.5 Acceptance by Contractor of any sum tendered by City as final payment shall constitute a waiver of all claims by Contractor with respect to this Agreement, except those claims authorized by this Agreement, previously made in writing and submitted in a timely manner, and specifically identified and reserved by Contractor as unresolved in the application for final payment.

4. CONTRACT DOCUMENTS:

4.1 Scope of Work. Contractor agrees to provide all labor, goods, material, shipping, receiving, supervision, services, supplies, machinery, equipment, storage and any necessary rigging as required for the Project as set forth in the attached Exhibit "A" and any references, addenda and/or attachments thereto, Project Manual (if applicable), City of Carmel General Conditions, City of Carmel Supplementary Conditions, and all applicable Drawings and Specifications (collectively "Contract Documents"), all of such Contract Documents are fully incorporated herein. Contractor acknowledges that all referenced Contract Documents are a part of this Agreement.

4.2 Contractor Site and Document Review. Contractor acknowledges that it has had an adequate opportunity to examine sufficiently to its satisfaction the site of the Work and to review and/or obtain copies of the Contract Documents and to become fully familiar with them, and that it shall not be excused from any conditions existing and detectable at the site or any provisions set forth in the Contract Documents due to any lack of knowledge or understanding of the existence or contents thereof at the time of executing this Agreement. Contractor acknowledges the Contract Documents to be suitable for Contractor's Work and sufficient for their intended purpose, and agrees to perform the Work and to complete the same for the Contract Price and within the Project timeline, in full and strict accordance with the Contract Documents and to City's satisfaction, and that it will perform the Work so as not to violate any term, covenant or condition of the Contract Documents or applicable codes and laws.

4.3 All Drawings, Specifications and other items defined herein as Contract Documents that have been prepared for the Project and furnished to Contractor by or on behalf of City or other third party are without any representation or warranty by the City as to the acceptability, accuracy or suitability thereof for the Work. City makes no representation or warranty to Contractor concerning the acceptability, accuracy or completeness of the Contract Documents or other information and data prepared by persons other than City, and accordingly, City shall have no liability to Contractor with respect to any patent or latent defects, deficiencies, errors and omissions therein.

4.4 Contractor represents that it has reviewed the Contract Documents, visited the site and provided City with written notice of any concerns or necessary clarifications resulting from these reviews and investigations prior to submitting its proposal or bid to City and executing this Agreement. Contractor waives the right to request and increase in the Contract Price or extension of the Project completion deadline as a result of its failure to raise such concerns or clarifications with City.

4.5 Intent of the Contract Documents. The Contract Documents shall be deemed to include and require all items and aspects of labor, material, equipment, services and transportation incidental to or necessary for the proper and efficient execution and completion of the Work as it relates to the Project. The Contract Documents are complementary, and what is required by any one document shall be as binding as if required by all. Work not specifically covered in the Contract Documents or which is subject to question and interpretation because of conflicts, duplications or ambiguities may, at City's option, be required of Contractor if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the results intended by this Agreement. As such, any part of the Work shown on Drawings but not specifically mentioned in the Specifications or vice versa shall be considered as part of the Work, the same as though included in both.

4.6 Shop Drawings and Submittals. Contractor shall submit shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other contractors or subcontractors. If Contractor shall make changes in design, including dimensional changes, either through shop drawings or actual field work, it shall accept the responsibility for the structural and functional adequacy of such changes and their acceptance by City or Project's architect. Any structural or functional inadequacies which may develop because of such changes shall be remedied by Contractor unless such change is specifically included in a change order.

4.7 Taxes. As a public, municipal entity, the City of Carmel, and its various departments, are exempt from sales and compensating use taxes on all tangible personal property (materials, equipment and components) pursuant to the law of the State of Indiana. Contractor shall not include any charges representing such taxes on any invoices hereunder. Contractor shall be responsible for all franchise fees and taxes of any kind whatsoever.

5. WARRANTY:

5.1 In addition to all warranties required by Contract Documents, Contractor expressly warrants that the Goods and Services/the Work covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Contractor by City and/or by Contractor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services/the Work will be delivered and/or performed in a timely, good and workmanlike manner and free from defect. Contractor 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 Contractor based upon City's stated use and are fit and sufficient for their particular purpose.

5.2 Further, Contractor warrants to City that materials and equipment furnished under the Contract Documents will be of the best quality and new unless the Contract Documents require or permit otherwise. The performance of the Work shall not limit, void or otherwise compromise or diminish any equipment or manufacturer warranty that is to be issued under the Contract Documents. Goods, Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5.3 Contractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (i) rejected by City or Architect, or (ii) known, observed or discovered at any time by Contractor, City or Architect to be defective or failing to conform to the Contract Documents and shall pay City for all expenses incurred in any delay caused by remedying defective or otherwise nonconforming Work.

5.4 If within two (2) years after final completion of the Project, or such longer period as established with respect to Contractor's obligations under the Contract Documents, the Work or any portion thereof is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so. Contractor's obligations under this Section shall survive completion and acceptance of the Work and Project and termination of the Agreement.

5.5 Any and all warranties which are available on any material or equipment or other service which is part of the Work will be provided to City at no additional cost. Upon completion of the Work, Contractor shall assign to City all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to City. Contractor shall furnish City with copies of all warranties, guarantees, operating manuals relative to equipment installed, and a complete set of reproducible drawings with all field changes noted on them relating to the improvements constructed under the Contract. The assignment of such manufacturer and supplier warranties shall not relieve Contractor of any of its own warranty obligations under this Article, which shall remain in full force and effect.

5.6 Notwithstanding anything to the contrary contained in Contract Documents with respect to warranties, it is understood and agreed that the foregoing warranties and guarantees shall not affect, limit or impair City's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by City within such warranty period. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by City in writing within ninety (90) days after such latent defect first appears or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by City. City's warranty rights and remedies with respect to latent defects shall remain in full force and effect and for the same duration as with any other warranty provided in this Article or otherwise available or prescribed by law.

6. TIME AND PERFORMANCE:

6.1 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.

6.2 Contractor shall continuously monitor the construction schedule and advise City on a regular basis of the status of Contractor's progress with respect to such schedule at any time City's representative requests Contractor to do so, including the furnishing of information on the status of shop drawings, samples, submittals and materials, machinery or equipment which may be in the course of preparation of manufacture.

6.3 If, in the opinion of City, Contractor is behind schedule in the performance of the Work or is failing, without cause, to maintain progress of the Work or to conform to the general progress of all work for the Project, Contractor agrees that it shall, at its own expense, perform such overtime work, use extra labor, and undertake all other means necessary to bring the Work back on schedule.

6.4 If there are any conflicting times or durations for action, submissions, notices or responses thereto by Contractor between or among the Contract Documents, the controlling time or duration for such action, submissions, notices or responses thereto by Contractor shall be the earlier of such times and shorter of such durations, unless City expressly agrees in writing otherwise.

7. MEANS AND METHODS:

Contractor is responsible for the means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with provision of Goods and Services and related work under the Contract Documents. At all times during performance of the Work, Contractor shall maintain and designate to City adequate, experienced and cooperative supervisory personnel, including a full-time on-site project manager or superintendent if required by Contract Document or federal, state or local laws, rules and regulations. City shall not have control over or charge of, and shall not be responsible for, means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the performance of the Work by Contractor and shall not be responsible for any omission or failure on the part of the Contractor to properly perform its obligations. Contractor shall be responsible to City for Contractor's negligent acts or omissions or failure to perform.

8. DISCLOSURE AND WARNINGS:

If requested by City, Contractor 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, Contractor 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.

9. PROTECTION OF WORK:

Contractor shall at its own expense take all necessary precautions to protect the work of other trades from any damage caused by Contractor's operations, and watch over, care for and protect from damage or injury by any cause whatsoever, all of Contractor's Work, complete or otherwise, and all of its materials, supplies, tools, machinery and equipment at or near the Project.

10. SUBCONTRACTS:
By appropriate agreement, written where legally required for validity, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities, including the responsibility for safety of Contractor's Work, which Contractor, by these Contract Documents, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Contract Documents with respect to the Work to be performed by subcontractor so that contracting thereof will not prejudice such rights, and shall allow to subcontractor, unless specifically provided otherwise in the contract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against City. Where appropriate, Contractor shall require each subcontractor to enter into similar agreements with its subcontractors.

11. LIENS:
Contractor 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 Contractor 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 Contractor's sole cost and expense.

12. DEFAULT:
In the event Contractor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Contractor'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 Contractor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

13. INSURANCE AND INDEMNIFICATION:
13.1 Contractor 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 Contractor 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 Contractor'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. Contractor 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. Contractor 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 Contractor's provision of Goods and Services pursuant to or under this Agreement or Contractor's use of City property.

13.2 Notwithstanding any other provision of this Agreement to the contrary, should any policy required by the Contract Documents be canceled or otherwise terminated before the completion of the Work hereunder, Contractor shall exert all reasonable efforts to procure and maintain in force similar insurance from insurers

satisfactory to City and provide certificates of such insurance to City upon its written request. Should Contractor fail or neglect to provide the required insurance, or allow any required coverage to lapse, City shall have the right, but not the duty, to provide such insurance and deduct the cost thereof from any money due to Contractor any and all premiums paid by City for and on account of said insurance. The policy or policies, and each certificate of insurance, shall further provide that the insurance will not be cancelled by the Insurer or the limits of liability reduced by endorsement prior to at least thirty (30) days after written notice by certified mail of such cancellation or change has been provided by the respective insurer to City. No less than fourteen (14) days prior to the expiration, cancellation or termination of any such policy, Contractor shall supply City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of the original policy and coverage, with such new or replacement policy and endorsements in the same manner and for the same coverage and amounts in favor of City as set forth in this Paragraph.

13.3 Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City and all of its officers, directors and employees, from and against all claims, suits, demands, causes of action, damages, losses, costs and expenses, including reasonable attorney's and Contractor's fees and expenses, but only to the extent caused by Contractor's negligent performance of the Work under this Agreement, or occasioned by any breach or nonperformance of its terms, provided that any such claim, suit, demand, cause of action, damage, loss, cost, fees or expense: (a) is attributable to bodily injury, sickness, disease or death, or patent infringement, or injury to or destruction of tangible or real property, including the loss of use thereof and consequential damages resulting therefrom, or is attributable to damages from economic harm or loss; and (b) is caused in whole or in part by any negligent act or omission, wrongful act, or other breach of duty of Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether such claim, suit, damage, loss, cost or expense is caused in part by any joint, several or comparative, but not sole, negligent act or omission, of City.

13.4 The foregoing obligations of Contractor shall not be affected or limited in any way by any insurance required of or provided to Contractor under the Agreement. The indemnification and hold harmless obligations as provided herein shall not negate, abridge or otherwise reduce any other right and remedy of City or obligation of indemnity by Contractor which would otherwise exist in favor of City under this Agreement.

14. GOVERNMENT COMPLIANCE:
Contractor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Contractor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Contractor 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.

15. NONDISCRIMINATION:
Contractor 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.

16. 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"), Contractor 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, **Contractor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Contractor 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 Contractor 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.

17. OWNERSHIP AND USE OF DOCUMENTS:
The Reports, Recommendations, Analyses, Surveys, Data, Calculations, Drawings, Schedules, Specifications and other documents prepared or employed by Contractor during the course of furnishing the Work to City under this Agreement shall be and become the property of the City, whether the Project is completed or not; accordingly, such materials may be used by the City for information and reference and in connection with City's involvement on the Project. Such items and documents may also be used by City for completion of the Project or work with respect thereto by others if Contractor is in default under this Agreement, in which case Contractor shall provide City with reproducible copies of such reports, recommendations, analyses, surveys, data, calculations, drawings, schedules, specifications and other documents for such use but shall not be obligated to sign, certify or seal such copies. Contractor may utilize the name, images or descriptions of the Project in its promotional and marketing materials, except that it shall not utilize, publish or advertise any unique or distinctive components of the design, drawings or specifications for the Project in such promotional and marketing materials without first obtaining the written consent of City. Contractor will have no liability to City arising from City's use or alteration of the above-referenced documents on any unrelated project.

18. 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.

19. NON-ASSIGNMENT:
Contractor 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.

20. RELATIONSHIP OF PARTIES:
The relationship of the parties hereto shall be as provided for in this Agreement, and neither Contractor 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 Contractor under or pursuant to this Agreement.

21. GOVERNING LAW; CONFLICT RESOLUTION:
21.1 General. City and Contractor are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes

or disagreements. If disputes or disagreements do arise, City and Contractor each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

City and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but if not otherwise specified by applicable law, within not more than ten (10) years after the date of Substantial Completion of the Work.

All Contract Documents are to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions.

21.2 Litigation. Claims, disputes and other matters in controversy arising out of or related to this Agreement, not otherwise resolved in accordance with the provisions above, 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, and any hearing, trial or conference shall take place in that locale, unless agreed to otherwise in writing by City and Contractor. City and Contractor consent to the choice of law, the choice of dispute resolution designated by them, venue as provided herein, and to personal jurisdiction over each of them as provided herein and waive any right to object to the exercise of personal jurisdiction by the court and to exclusive venue in this locale.

Any award, judgment or agreement in settlement of a dispute concerning such matters and resulting from negotiations or litigation in which City and Contractor are parties or participants shall be as binding upon surety as though surety were named and joined in such proceeding, provided that Contractor has been given a reasonable opportunity to join, participate, assist or provide supporting evidence in the presentation of any claim, defense or other issue in controversy that is settled or resolved thereby.

21.3 Continuation of Work. Provided City continues to make payments of amounts not in dispute, no dispute under this Paragraph shall interfere with the progress of the Work, and Contractor shall proceed with furnishing the Work, including disputed performance, despite the existence of, and without awaiting the resolution of, any such dispute. The failure or refusal of Contractor to continue performing under such circumstances shall constitute a default under this Agreement.

21.4 Claims Against Third Parties. In any instance or proceeding whereby any claim, dispute or other matter in controversy between City and Contractor involves, arises from or gives rise to a similar claim, dispute or other matter in controversy as between City and another third-party, Contractor shall furnish and present to City non-privileged evidence, documentation and other information to support its claim, defense or other position with respect thereto.

21.5 Waiver of Consequential Damages. Contractor waives any claims against City for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by Contractor for principal office expenses, including the compensation of personnel stationed there and other components of home office overhead, for losses of financing, business and reputation, for loss of management or employee productivity or of the services of such persons and for loss of profit except anticipated profit arising directly from the Work being performed hereunder. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in

accordance with this Agreement.

22. 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.

23. 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 Engineering Department One Civic Square Carmel, Indiana 46032	**AND**	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Contractor:	Calumet Civil Contractors, Inc. 4898 Fieldstone Drive Whitestown, Indiana 46075		

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.

24. TERMINATION:
24.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Contractor, immediately terminate this Agreement for cause, in the event of a default hereunder by Contractor 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, Contractor 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 Contract Price amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

24.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Contractor. In the event of such termination, Contractor 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 Contract Price amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

25. REPRESENTATIONS AND AUTHORITY TO EXECUTE:
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.

26. FINAL COMPLETION AND CLOSEOUT:
In addition to any requirements for final completion and closeout listed in General and Supplementary Conditions, as a condition of final payment and Contract closeout, Contractor certifies or shall submit to City the following:

a. Contractor certifies that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which City or City's property might be responsible or encumbered, (less amounts withheld by the City) have been paid or otherwise satisfied;
b. Any applicable Contractor guarantees and warranties;
c. A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect;
d. Consent of surety, if any, to final payment;
e. As-constructed record copy of the Contract Documents marked to indicate field changes and selections made during construction;
f. If applicable, all manufacturer's warranties, product data, testing and/or inspection results or reports, and maintenance and operations manuals;
g. If required by City, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by City;
h. Any other submittals required by the Contract Documents; and
i. Satisfactory evidence that any claims or liens filed have been discharged or satisfied. If an architect, a consultant, or a subcontractor, or other person or entity providing services or work for the Contractor, refuses to furnish a release or waiver required by City, the Contractor may furnish a bond satisfactory to the City to indemnify City against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Contractor shall refund to City all money that City may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorney's fees.

27. TERM:
Unless otherwise terminated in accordance with the termination provisions under Contract Documents hereinabove, this Agreement shall be in effect from the Effective Date through satisfactory completion of the Work and delivery of all Goods and Services according to the established schedule.

28. 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.

29. 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.

30. NO THIRD PARTY BENEFICIARIES:
This Agreement gives no rights or benefits to anyone other than City and Contractor.

31. DEBARMENT AND SUSPENSION:
31.1 The Contractor 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 Contractor.

31.2 The Contractor 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 Contractor 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.

32. PRIOR WORK:
In the event that Contractor has delivered any Goods and Services and/or performed any of the Work under this Agreement prior to the date of this Agreement, pursuant to an authorization to proceed or verbal directive issued by City to Contractor or a letter of intent or verbal understanding entered into by and between City and Contractor, this Agreement and all of the terms and conditions thereof, including the payment obligations of City for such prior deliveries and/or performance, shall govern such prior deliveries and/or performance to the same extent as though they were performed or delivered after the date hereof, and any amounts that were earned by Contractor and paid by City to Contractor, or earned by Contractor and still to be paid by City to Contractor, for such other previously delivered Goods and Services or performed Work, shall be applied as a credit against Contractor's overall compensation under this Agreement.

33. RIGHT TO ATTORNEY FEES:
In the event City employs attorneys or incurs other expenses it may deem necessary to protect or enforce its rights under the Agreement where Contractor is in default or breach of the Agreement, or City otherwise is required to undertake performance of Contractor's obligations hereunder because of Contractor's failure or refusal to perform, Contractor agrees to pay the attorney fees, costs and expenses so incurred by City. Furthermore, wherever in the Agreement Contractor agrees to pay expenses incurred by City such expenses shall include, but are not limited to, attorney fees incurred by City.

34. DRUG FREE WORK SITE:
Contractor and its employees shall comply with all provisions of the Drug Free Workplace Act of 1988 as amended. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Contractor is responsible for the development implementation, administration and enforcement of a formal substance abuse policy ("Substance Abuse Policy") which, as, a minimum, meets the standards set forth by the City.

35. COMPLIANCE WITH IND. CODE § 5-16-13:
To the extent that this Project and Agreement is subject to the requirements of Indiana Code § 5-16-13 *et seq.*, which are incorporated by reference as if fully restated herein, Contractor shall comply with all applicable requirements set forth therein.

36. ACCESS TO PUBLIC RECORDS ACT:
Contractor 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 the Contract, whether the same is in the

possession or control of Contractor or 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.

37. COMPETING LAWS:
As between inconsistent provisions among Federal, State and local laws, Contractor should generally comply with the more stringent requirement, unless a Federal law, rule or regulation requires that the affected Federal provision be observed, notwithstanding the existence of a more stringent applicable State or local requirement.

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

39. 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.

40. ENTIRE AGREEMENT:
This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Contractor 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.

Calumet Civil Contractors, Inc.
Engineering Department - 2026
Appropriation #2200 0 44-628.71 2024 Bond Fund; P.O. #119339
Contract Not To Exceed $3,046,000.00

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

By:

_____
Laura Campbell, Presiding Officer
Date: _____

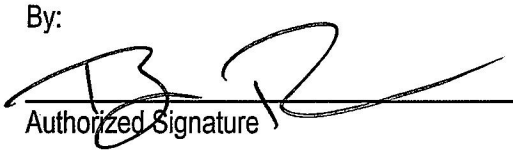
_____
James Barlow, Member
Date: _____

_____
Alan Potasnik, Member
Date: _____

ATTEST:

_____
Jacob Quinn, Clerk
Date: _____

Calumet Civil Contractors, Inc.

By: 
Authorized Signature

Brad Rader
Printed Name

President
Title

FID/TIN: 35-1151771

Date: February 9, 2026

Exhibit A

CARMEL

City of Carmel
Engineering
Bradley Pease, City Engineer
One Civic Square, Carmel, IN 46032

[CALUMET CIVIL CONTRACTORS INC.] RESPONSE DOCUMENT REPORT

IFB No. 24-ENG-07b1

Raised Crosswalk Improvements - Gray Road and Hazel Dell Roundabouts

RESPONSE DEADLINE: February 4, 2026 at 9:00 am
Report Generated: Wednesday, February 4, 2026

Calumet Civil Contractors Inc. Response

CONTACT INFORMATION

Company:
Calumet Civil Contractors Inc.

Email:
megan@calumetcivil.com

Contact:
Megan Byron

Address:
4898 Fieldstone Dr
Whitestown, IN 46075

Phone:
N/A

Website:
N/A

Submission Date:
Feb 4, 2026 8:14 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 2, 2026 12:55 PM by Megan Byron

QUESTIONNAIRE

1. BIDDER INFORMATION

I CERTIFY THAT I, THE INDIVIDUAL RESPONDING TO THIS IFB, AM AN AUTHORIZED REPRESENTATIVE WITH THE AUTHORITY TO CERTIFY AND SUBMIT THE FOLLOWING LEGALLY BINDING STATEMENTS IN THIS RESPONSE ON BEHALF OF MY COMPANY.*
Confirmed

AUTHORIZED REPRESENTATIVE CONTACT INFORMATION:*
Please enter name, title, phone and email of the authorized representative

Brad Rader, President, 317-769-1900, brader@calumetcivil.com

BIDDER IS A/AN:*
Indiana Corporation

IF YOU SELECTED OTHER, PLEASE EXPLAIN BELOW:
No response submitted

IS THE BIDDER A FOREIGN CORPORATION?*
No

2. BID PROPOSAL

BID PROPOSAL CONFIRMATION*
The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in the pricing table. The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in pricing table of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the OWNER and ENGINEER cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.

Confirmed

CONTRACT DOCUMENTS CONFIRMATION*
The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Standard General Conditions and incorporates such Contract Documents herein by reference.

Confirmed

DO YOU HAVE ANY EXCEPTIONS TO THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS?*
No

FINANCIAL STATEMENT*
Attachment of Bidder's financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to OWNER must be specific enough in detail so that OWNER can make a proper determination of the Bidder's capability for completing the Work/Project if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Form 96, entitled "CONTRACTOR'S BID FOR PUBLIC WORK". Completed Form 96 shall be uploaded with the Financial Statement.

form_96_financial_statement.pdf

ADDITIONAL DECLARATIONS*

A. Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Carmel reserves the right to collect a penalty as provided in IC 5-16-6-1 for any person discriminated against.

B. The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

Confirmed

3. NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT*

The individual person(s) executing this Bid Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from Bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

Confirmed

SIGNATURE AND NOTARIZATION*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Signature.pdf

signature.pdf

4. BID BOND

BID BOND*
Please download the below documents, complete, and upload.

- BID_BOND.pdf

Bid_Bond.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CONSTRUCTION ENGINEERING	1	LS	$18,000.00	$18,000.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	$150,000.00	$150,000.00
3	CLEARING RIGHT-OF-WAY	1	LS	$160,000.00	$160,000.00
4	STORMWATER MANAGEMENT BUDGET	31,620	DOL	$1.00	$31,620.00
5	SUBGRADE TREATMENT, TYPE IC	460	SYS	$47.00	$21,620.00
6	STRUCTURE BACKFILL, TYPE 2	337	CYS	$79.00	$26,623.00
7	COMPACTED AGGREGATE, NO. 53	853	CYS	$105.00	$89,565.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	HMA FOR STRUCTURE INSTALLATION, TYPE C FULL DEPTH PAVEMENT	325	TON	$366.00	$118,950.00
9	MILLING, ASPHALT, 1 1/2 IN. (UNDISTRIBUTED)	918	SYS	$31.00	$28,458.00
10	HMA SURFACE, TYPE C, 9.5 mm	0	TON	$0.00	
11	ASPHALT FOR TACK COAT	1	TON	$1,250.00	$1,250.00
12	SIDEWALK, CONCRETE, 4 IN.	102	SYS	$94.00	$9,588.00
13	CURB RAMP, CONCRETE, 4 IN.	1,939	SYS	$108.00	$209,412.00
14	DETECTABLE WARNING SURFACES	205	SYS	$488.00	$100,040.00
15	RAISED PEDESTRIAN CROSSING	3,409	SYS	$156.00	$531,804.00
16	STRAIGHT CONCRETE CURB	3,231	LFT	$41.00	$132,471.00
17	CURB AND GUTTER, CONCRETE TYPE II	451	LFT	$83.00	$37,433.00
18	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	6	EACH	$400.00	$2,400.00
19	FERTILIZER	1	TON	$850.00	$850.00
20	MULCHED SEEDING, TYPE U	1,841	SYS	$22.00	$40,502.00
21	FIELD OFFICE, TYPE C	9	MOS	$3,200.00	$28,800.00
22	PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	1,580	LFT	$108.00	$170,640.00
23	VIDEO INSPECTION FOR PIPE	1,580	LFT	$5.50	$8,690.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
24	MANHOLE, TYPE C15	1	EACH	$5,140.00	$5,140.00
25	CASTING, MANHOLE, ADJUST TO GRADE	1	EACH	$550.00	$550.00
26	MANHOLE, TYPE C4	3	EACH	$5,295.00	$15,885.00
27	INLET, TYPE B15	33	EACH	$4,175.00	$137,775.00
28	INLET, TYPE C15	12	EACH	$4,065.00	$48,780.00
29	ROAD CLOSURE SIGN ASSEMBLY	25	EACH	$225.00	$5,625.00
30	DETOUR ROUTE MARKER ASSEMBLY	357	EACH	$85.00	$30,345.00
31	CONSTRUCTION SIGN, TYPE A	38	EACH	$200.00	$7,600.00
32	CONSTRUCTION SIGN, TYPE B	40	EACH	$100.00	$4,000.00
33	MAINTAINING TRAFFIC	1	LS	$341,426.00	$341,426.00
34	BARRICADE, TYPE III-A	348	LFT	$15.00	$5,220.00
35	BARRICADE, TYPE III-B	288	LFT	$15.00	$4,320.00
36	TEMPORARY ACCESSIBLE PEDESTRIAN PATH	196	SYS	$50.00	$9,800.00
37	TEMPORARY PEDESTRIAN CHANNELIZER	270	LFT	$15.00	$4,050.00
38	RELOCATE EXISTING RECTANGULAR RAPID FLASHING BEACON	16	EACH	$1,600.00	$25,600.00
39	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	65	EACH	$7,000.00	$455,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
40	TRANSVERSE MARKING, MULTI-COMPONENT, PEDESTRIAN CROSSING	86	EACH	$175.00	$15,050.00
41	HMA WEDGE AND LEVEL, TYPE C (UNDISTRIBUTED)	76	TON	$133.00	$10,108.00
42	ADJUST WATER VALVE TO GRADE	1	EACH	$1,010.00	$1,010.00
TOTAL					**$3,046,000.00**

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

Calumet Civil Contractors, Inc.
(Contractor)

4898 Fieldstone Drive
(Address)

Whitestown, IN 46075

FOR
PUBLIC WORKS PROJECTS
OF
City of Carmel

Filed: February 4, 2026

Action taken

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date *(month, day year)*: February 4, 2026

1. Governmental Unit (Owner): City of Carmel
2. County: Hamilton
3. Bidder (Firm): Calumet Civil Contractors, Inc.
   Address: 4898 Fieldstone Drive
   City/State/Zipcode: Whitestown, IN 46075
4. Telephone Number: (317) 769-1900
5. Agent of Bidder *(if applicable)*: Brad Rader

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Carmel Governmental Unit) in accordance with plans and specifications prepared by Carmel Engineering Dept. and dated January 12, 2026 for the sum of Three Million forty six thousand and 00/100 dollars $ 3,046,000.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____ _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

(For projects of $150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Carmel

Bidder (Firm): Calumet Civil Contractors, Inc.

Date *(month, day, year*: February 4, 2026

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
$1,573,000.00	Asphalt Paving	2025	INDOT
$4,434,768.00	Asphalt Paving	2025	City of Indianapolis DPW
$454,825.00	Asphalt Paving	2025	City of Indianapolis DPW
$5,835,000.00	Asphalt Paving	2025	City of Indianapolis DPW

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
$928,000.00	Asphalt Paving	2026	INDOT
$547,000.00	Asphalt Paving	2026	City of Indianapolis DPW
$3,755,000.00	Asphalt Paving	2026	City of Indianapolis DPW
$1,692,000.00	Asphalt Paving	2026	City of Indianapolis DPW

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

White Construction

Lauth Group, Inc.

The Skillman Corporation

Holladay Construction Group

CH Garmong & Son, Inc.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc, and any other information which you believe would enable the governmental unit consider your bid.)*

In accordance with the plans and specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
Available upon request

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Available upon request

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

As needed to properly perform the work

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing you proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SEE ENCLOSED.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Whitestown, Indiana this 4th day of February, 2026.

Calumet Civil Contractors, Inc.
(Name of Organization)

By _____

Brad Rader, President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS
COUNTY OF Boone)

Before me, a Notary Public, personally appeared the above-named Brad Rader, and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 4th day of February, 2026.

_____
Megan L. Byron, Notary Public

MEGAN L BYRON SEAL NOTARY PUBLIC Commission Number NP0647660 My Commission Expires Sept. 19, 2029 HAMILTON COUNTY STATE OF INDIANA

My Commission Expires: 09/19/2029

County of Residence: Hamilton

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

_____
Signature

_____
Printed Name

EXHIBIT C
INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	$1,000,000 each employee
Bodily Injury by Accident/Disease:	$1,000,000 each accident
Bodily Injury by Accident/Disease:	$1,000,000 policy limit
Commercial General Liability:	
General Aggregate Limit (other than Products/Completed Operations):	$6,000,000
Products/Completed Operations:	$5,000,000
Personal & Advertising Injury	
Each Occurrence Limit:	$5,000,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Injury and Property Damage:	$5,000,000 each occurrence
Umbrella Excess Liability	

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

EXHIBIT D

AFFIDAVIT

Brad Rader, 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 Calumet Civil Contractors, 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 9th day of February, 20 26.

Printed: Brad Rader, 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.

Printed: Brad Rader, President

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119339

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
2/5/2026			**034249**	**Goods and Services Contract - 24-ENG-07b**

VENDOR
CALUMET CIVIL CONTRACTORS
4898 FIELDSTONE DRIVE
WHITESTOWN, IN 46075 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108328				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **2200** *Fund:* **0** **2024 Bond**				
Account: **44-628.71**				
1	**Each**	**24-ENG-07b - Raisded Crosswalk Improvements at Gray Rd & Hazel Dell RAB - Construction**	**3,046,000.00**	**$3,046,000.00**
			Sub Total	**$3,046,000.00**

CITY OF CARMEL
INDIANA

Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$3,046,000.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

TITLE

Bradley Pease
Director

Zac Jackson
CFO

CONTROL NO. 119339

CrossRoad Engineers, P.C.
Engineering Department – 2026
Appropriation #2200 0 44-628.71 2024 Bond Fund; P.O. #119111
Contract Not To Exceed $2,765,850.00

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

APPROVED
By Sergey Grechukhin at 10:15 am, Feb 02, 2026

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, P.C. (the "Professional"), as City Contract dated January 23, 2025 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By: _____

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

CrossRoad Engineers, P.C.

By: _____

Authorized Signature

Trent E. Newport

Printed Name

President

Title

FID/TIN: 35-1963331

Date: 2/2/26

Exhibit A

~~January 8, 2025~~
January 15, 2026 [REVISED]

Mr. Bradley Pease, P.E.
City Engineer
City of Carmel
1 Civic Square
Carmel, IN 46032

Re: City of Carmel – Main Street Streetscape – Phase 1 and 2 - 4th Ave. SW to Richland Ave.
Engineering Services Fee Proposal

Dear Brad:

Based on our conversations with you, our current knowledge of the project areas, and the work that we completed in the scoping phase of the project, we have prepared this fee proposal for your review. This proposal is intended to include all design elements required for the new shared street streetscape reconstruction of Main Street from 4th Avenue SW to Richland Avenue. Please refer to the attached Project Limits Exhibit (Exhibit 'A'). As shown, it is understood that the project will be designed and constructed in two (2) phases. Phase 1 of the project will include the reconstruction of Main Street into a decorative, curb-less, shared street with urban amenities and expanded pedestrian facilities from the west side of Monon Boulevard to the east side of Range Line Road. Phase 2 of the project will include an extension of the Phase 1 decorative, curb-less, shared street typical section from the east approach to the roundabout at 4th Avenue SW to the west limits of Phase 1, and from the east limits of Phase 1 through the intersection of 1st Avenue SE. Phase 2 will also include the reconstruction of Main Street with new asphalt pavement and expanded pedestrian facilities from 1st Avenue SE to the west approach of the roundabout at Richland Avenue. Any necessary water and sanitary design will be contracted separately through the Carmel Utility Department.

It is understood that this project will be locally funded through the **2024 Bond**.

The following is a Scope of Professional Services and Proposed Fees for your review. We would like to thank you for this opportunity to continue our involvement in enhancing the City of Carmel through this project. If you should have any questions or need any further information, please do not hesitate to call me at (317) 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

Trent E. Newport, P. E., L. S.
President

MAIN STREET STREETSCAPE – PHASE 1 and 2:
4TH AVENUE SW TO RICHLAND AVENUE

CrossRoad Engineers, PC

SCOPE OF PROFESSIONAL SERVICES

1. DESIGN SERVICES

Per our conversations, the design of the Main Street Streetscape project will be split into two phases. It is anticipated that Phase 1 of the project will extend from the west side of Monon Boulevard to the east side of Range Line Road. The limits of Phase 2 will extend from the east approach to the roundabout at 4th Avenue SW to the west limits of Phase 1, and from the east limits of Phase 1 to the west approach of the roundabout at Richland Avenue. It is understood that design of Phase 1 will begin immediately, and then it is anticipated that Phase 2 will begin after the completion of final construction documents and bidding of Phase 1.

We will utilize a subconsultant, Rundell Ernstberger Associates (REA), for landscape architecture design services and irrigation design services that will be included within this phase of the project. See REA's attached proposal dated January 7, 2026 for details of this function. All other design subconsultants will be included in other phases of the project as discussed below.

Design and construction plans for the project will be prepared in accordance with the City of Carmel's standards, guidelines and directions, and using INDOT standards where applicable. CrossRoad Engineers will submit plans to the City Engineer for review at the following milestone:

- STAGE 1 - Preliminary Road Design (Approximately 30% complete)
- STAGE 2 - Field Check Plans (Approximately 60% complete)
- STAGE 3 - Final Check Plans (Approximately 90% complete)

Based on the preliminary scoping phase and initial design decisions, it is anticipated that the final plans will include, at a minimum, the following civil plans sheets:

- Title Sheet
- Index Sheet
- Typical Sections Sheet
- Construction Details Sheets
- Road Plan & Profiles
- Intersection Grading Plans
- Detailed Spot Grading Information
- Cross Sections
- Maintenance of Traffic Plan

- INDOT/MUTCD/City of Carmel standards
- Construction Phasing Plan
- Stormwater Drainage Design
  - Plan and profiles, as necessary
- Sanitary Sewer Design, if necessary
  - Plan and profiles, as necessary
- Utility Plan Sheets
- Water Main Relocation Plans (to be designed in separate contract with City of Carmel Utilities)
- Miscellaneous Details
- Stormwater Pollution Prevention Plan
- Structure Data Table and Miscellaneous Tables

Holding a public information meeting for the project is not included in this phase of the project.

It is anticipated that meetings with other internal City departments will be necessary within this phase of the design to determine desired improvements for water, sanitary sewer, communications / technology, and vendor power. It is anticipated that the design of any necessary water and sanitary sewer infrastructure would not be included within the scope of this project, rather, it would be completed directly for the City of Carmel Utility Department. It is also anticipated that the design of any infrastructure needs for any technology or communications improvements will be included within this phase of the project; however, the design of the data cabling, camera locations, WAP or other equipment location and design, will be completed by others for the City of Carmel Information and Communication Systems (ICS). The design of any vendor power needs will be completed by a subconsultant, Reliant Electrical Co, under the "Electrical Design" phase of the project.

Per previous conversations, it is anticipated that a relocation of the existing Hamilton County Regulated Drain within Veterans Way from Main Street to 1st Street NW may be completed to accommodate future development of the parcel at the SE corner of Veterans Way and 1st Street NW. If the City elects to move forward with the design on the relocation, all work will be included within the "Regulated Drain Relocation Design" phase below. No work for the design of the relocation is included within this phase of the project.

2. PUBLIC ENGAGEMENT

Facilitating public engagement, including stakeholder and community engagement is included in this task of the project. It is anticipated that this task will be initiated at the beginning of the Phase 1 design, and will use the documents that were created during the preliminary scoping phase of the project. During this task, CRE and REA will assist the City of Carmel in facilitating two (2) public engagement meetings. The first stakeholder / community engagement open house meeting will introduce the project, provide background on the previous scoping study, and receive input on the proposed

improvements. We will then document the input that is received, hold internal design team meetings with key city staff, and perform necessary modifications to the scoping documents / preliminary design concepts. A second meeting will then occur to present the refined preliminary project plan that will proceed into final design phases.

3. UTILITY COORDINATION

Coordination with representatives from each of the utility companies having facilities within the project areas will be included in this task for both Phase 1 and Phase 2. CrossRoad Engineers will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utility companies and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities ("potholing"). This work will be in general accordance with INDOT policy and procedures currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase can be provided as needed on an hourly basis.

4. PERMIT APPLICATIONS

The project limits will likely require the disturbance of more than one acre of land for both Phase 1 and Phase 2. Therefore, an IDEM CSGP permit will be required for both phases. SWPPP Plans will be prepared for the project as well, and review through the Hamilton County Soils and Water Conservation District will be coordinated. Coordination with Hamilton County Surveyor's Office (HCSO) will also be necessary for Phase 1 of the project, as the proposed storm installation drains directly to a HCSO regulated drain downstream. As such, it is assumed that an HCSO Outlet Permit will be required for each direct connection. Also, as discussed in the "Regulated Drain Relocation Design" scope below, it is anticipated that Phase 1 of the project may include a relocation of the existing encapsulated Morrow – Follett Drain that is located within Veterans Way. Any relocation of the HCSO drain will require a petition to reconstruct permit as well. Any outlet permits and reconstruction petitions that may be required for Phase 1 of the project, all necessary applications and exhibits will be prepared in this phase of the project.

5. FINAL DESIGN AND BIDDING PHASE

Following the City Engineer's approval of Final Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate.

Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

6. REGULATED DRAIN RELOCATION DESIGN

This task includes the potential relocation design of the existing Morrow Follett HCSO regulated drain on the east side of Veterans Way from the south side of Main Street to the south side of 1st Street NW. The work for this task will include coordination with the City of Carmel and the HCSO, coordination with the potential adjacent development

project, hydrologic and hydraulic design of the proposed relocated drain, and the preparation of construction plans for this work. This task will only be completed at the direction of the City of Carmel and would be included in Phase 1 of the project.

7. SPECIAL INVESTIGATIONS

Based on our previous discussions, it was indicated that the City of Carmel would like to investigate the potential use of heated street / snowmelt technology within Main Street, and new traffic signal technology at the intersection of Main Street and Range Line Road. This task will include time for the research of alternative snowmelt system and traffic signal technology, to attend meetings and coordinate internally with REA and Reliant, and to create a tech memo and cost estimate summarizing the potential options. It is anticipated that two coordination meetings with the City of Carmel Engineering Department and Information and Communications Systems (ICS) Department will be included in this task. It is anticipated that these investigations will be completed early in the Phase 1 design concurrently with the Stage 1 design development.

8. GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

We will utilize a subconsultant, Terracon Consultants, Inc. for geotechnical engineering and pavement design for this project. See Terracon Consultants, Inc. attached fee justification dated December 23, 2025, for details of these functions.

9. ELECTRICAL DESIGN

We will utilize a subconsultant, Reliant Electrical Co., for electrical engineering design services for this project. See Reliants's attached proposal dated December 19, 2025, for details of these functions.

10. AUDIO/VISUAL/TECH DESIGN (ALLOWANCE)

Based on discussions during the scoping phase of the project, it is anticipated that the design of the Main Street Reconstruction project may include some level of audio and/or visual, and technology design. Discussions on level of design and features are currently ongoing, so full scope is unknown at this time. We will utilize a subconsultant for this portion of the work; however, since the exact scope is unknown, a fee allowance is being included in this scope and fee proposal to able to add a project partner to the team. A scope and fee proposal will be provided when it is determined who we will be using.

11. METHOD FOR PAYMENT OF ENGINEERING FEES

During this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document as Attachment "A". These invoices will be submitted by the 5th of each month and will become due by the 30th of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month. Should the City decide to cancel the project at any time, all phases that have been worked on will be invoiced up to that time of project termination.

12. UNDERSTANDINGS

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Costs incurred due to agency applications for plan review and approval, meeting mileage, postage for plan distribution, public notifications, recording fees, and other direct costs shall be invoiced separately as a reimbursable with a 15% administrative charge. Payment for these items will not be the responsibility of CrossRoad Engineers.

13. ADDITIONAL SERVICES

Based on our previous discussions, construction of the proposed improvements will likely be funded by some other source than the 2024 Bond. As such, only design related tasks are being included within this scope and fee proposal. It is understood that CrossRoad Engineers will lead the construction inspection services for both phases of the project. This work is not included within this scope and fee proposal; however, it will be completed under separate contract with the City of Carmel at a later date.

PROJECTED SCHEDULE OF PROFESSIONAL SERVICES

The following is an anticipated schedule for completion of the professional services for development of the project that is based on an assumed contract execution / notice to proceed date, as noted. The anticipated schedule assumes timely reviews and direction from the City of Carmel and key stakeholders, as necessary, throughout the development of the project. The anticipated schedule is subject to change based on outside agency reviews, permitting schedules, and other consultants outside the scope of this proposal. The below schedule assumes that there will be no R/W and/or easement acquisition required for the project.

PHASE 1

MILESTONE DATES	START	COMPLETION	DURATION
Contract Execution / NTP		02/02/2026	
STAGE 1 Design Services	02/02/2026	05/01/2026	13 Weeks
City Review	05/01/2026	05/15/2026	2 Weeks
STAGE 2 Design Services	05/18/2026	08/28/2026	15 Weeks
City Review	08/28/2026	09/11/2026	2 Weeks
STAGE 3 Design Services	09/14/2026	01/15/2027	18 Weeks
City Review	01/15/2027	01/29/2027	2 Weeks
Final Plans	02/01/2027	04/02/2027	9 Weeks
Anticipated Bid Letting		05/05/2027	

PHASE 2 – *No Phase 2 design services are anticipated prior to the completion of Phase 1 design*

MILESTONE DATES	START	COMPLETION	DURATION
Notice to Proceed		06/14/2027	
STAGE 1 Design Services	06/14/2027	09/24/2027	15 Weeks
City Review	09/24/2027	10/08/2027	2 Weeks

STAGE 2 Design Services	10/11/2027	01/14/2028	14 Weeks
City Review	01/14/2028	01/28/2028	2 Weeks
STAGE 3 Design Services	01/31/2028	05/26/2028	17 Weeks
City Review	05/26/2028	06/09/2028	2 Weeks
Final Plans	06/12/2028	08/11/2028	9 Weeks
Anticipated Bid Letting		09/06/2028	

ATTACHMENT "B"

FEE SCHEDULE – LUMP SUM*

PHASE 1		
1A.	STAGE 1 DESIGN SERVICES [1]	$ 332,200
1B.	STAGE 2 DESIGN SERVICES [1]	$ 358,600
1C.	STAGE 3 DESIGN SERVICES [1]	$ 519,600
2.	PUBLIC ENGAGEMENT [1]	$ 52,400
3.	UTILITY COORDINATION	$ 30,000
4.	PERMIT APPLICATIONS	$ 14,800
5.	FINAL DESIGN AND BIDDING PHASE[1]	$ 167,000
6.	REGULATED DRAIN RELOCATION DESIGN	$ 70,600
7.	SPECIAL INVESTIGATIONS	$ 46,200
8.	GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN [2]	$ 28,055
9.	ELECTRICAL DESIGN [3]	$ 11,960
10.	AUDIO / VISUAL / TECH DESIGN (ALLOWANCE) [4]	$ 20,000
11.	MISCELLANEOUS REIMBURSABLES (BUDGET ESTIMATE – See 12. Understandings)	$ 1,500
12.	LANDSCAPE ARCHITECT - EXPENSES (BUDGET ESTIMATE – See REA Proposal)	$ 1,500
TOTAL PHASE 1 ESTIMATED PROJECT FEE		**$ 1,654,415**
PHASE 2		
13A.	STAGE 1 DESIGN SERVICES [1]	$ 281,200
13B.	STAGE 2 DESIGN SERVICES [1]	$ 260,900
13C.	STAGE 3 DESIGN SERVICES [1]	$ 367,000
14.	UTILITY COORDINATION	$ 37,200
15.	PERMIT APPLICATIONS	$ 6,800
16.	FINAL DESIGN AND BIDDING PHASE[1]	$ 138,500
17.	ELECTRICAL DESIGN [3]	$ 6,835
18.	AUDIO / VISUAL / TECH DESIGN (ALLOWANCE) [4]	$ 10,000
19.	MISCELLANEOUS REIMBURSABLES (BUDGET ESTIMATE – See 12. Understandings)	$ 1,500
20.	LANDSCAPE ARCHITECT - EXPENSES (BUDGET ESTIMATE – See REA Proposal)	$ 1,500
TOTAL PHASE 2 ESTIMATED PROJECT FEE		**$ 1,111,435**

TOTAL FEE $ 2,765,850

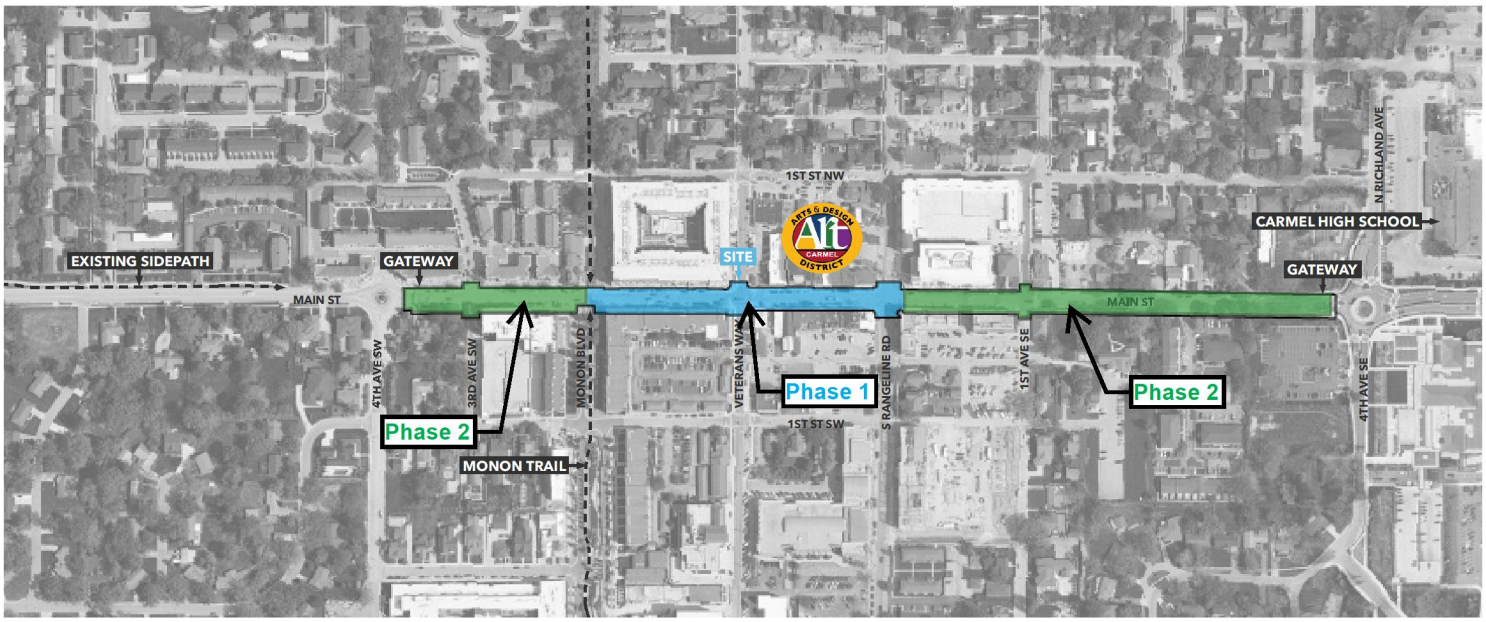
Our Total Estimated Project Fee is divided into the above work components for billing purposes.

* Fees will be billed on a lump sum basis, unless otherwise noted.

(1) We will utilize a subconsultant (REA) for a portion of this task.
(2) We will utilize a subconsultant (Terracon) for a portion of this task.
(3) We will utilize a subconsultant (Reliant) for a portion of this task.
(4) We will utilize a subconsultant for a portion of this task. Subconsultant is unknown at this time.

SITE CONTEXT MAP

Exhibit 'A'



2024 AERIAL
Source: Google Earth

William Hall
Crossroad Engineers
115 N. 17th Avenue
Beach Grove, IN 46107
whall@crossroadengineers.com

Re: Main Street Renovations | Carmel, IN
Professional Design Services Proposal – REV 1

January 7, 2026

Dear Willie:

On behalf of our team, Rundell Ernstberger Associates (REA) is pleased to submit our proposal for professional design services related to the Main Street Renovation project. We are excited about the opportunity to continue our work with the City of Carmel and its partners in the development of this project that will expand upon the city's premiere arts and cultural destinations, enhance the community's connectivity, catalyze economic development, and build upon the success of this transformational recreational amenity. This proposal outlines our understanding of the project, the scope of work, and the anticipated timeline, as well as our proposed fees.

PROJECT UNDERSTANDING

Based on our discussions to date, we have the following understanding of the project:

1. The City of Carmel Engineering Department (City) in cooperation with its partners seeks professional design services to renovate Main Street from 4th Avenue Southwest to Richland Avenue (see attached site map). The project will be broken into two phases. Phase 1 will be from the Monon Boulevard to Range Line Road. Phase 2 will be from 4th Avenue Southwest to the Monon Boulevard and Range Line Road Richland Avenue. The renovation will be a premiere urban space for vehicles, pedestrians and bicyclists that strengthens the link to the Arts and Design District, expands the connectivity between Carmel's cultural destinations and mixed-use developments, and enhances this segment of downtown Carmel as a distinctive experience and vibrant place, creating a key recreational amenity and economic development driver for the City.

2. The project design will be based on the Preliminary Scoping Report completed November 18th 2025. Specific design elements will include curb-less shared street, flexible café parklets, art installations, widened pedestrian walks, special intersection treatments, connections to adjacent developments, special pavements, custom lighting, special furnishings, landscape treatments, and irrigation.

3. The project design will build upon the design components, standards, and materials established by Preliminary Scoping Report to ensure consistency and continuity as well as a unique district design expression.

4. The current cost opinion is for Phase 1 is $19.3 Million. Phase 2 does not have a current cost opinion but is anticipated to be approximately $15.5 Million.

5. REA will serve as a sub-consultant to Crossroad Engineers (CRE) and will be responsible for Urban Design, Landscape Architecture, Construction Inspection Services, REA will also have as a sub-consultant Hines, Inc. for irrigation design. REA's services will include stage 1 plan development (30%), public engagement, stage 2 plan development (60%), stage 3 plan

development (90%), final plans, CIB and cost estimating, bidding, and construction administration.

6. REA's services will also include coordination with any ongoing and planned private development adjacent to the Main Street corridor.

7. It is understood that Crossroad Engineering will be responsible for the design, documentation, estimating, and specification of civil engineering items of work related to the project. These items include, but are not limited to, clearing of ROW, demolition, maintenance of traffic (pedestrian, bicycle and vehicular), plan and profile grades, cross sections, stormwater management, utility coordination and design, and permitting.

8. Design standards to be utilized for the project will be consistent with and informed by the latest standards and guidance provided by the NACTO Urban Bikeway Design Guide, the AASHTO Guide for the Development of Bicycle Facilities, PROWAG, current ADA standards, applicable state and local standards, previous phases of design and construction, and REA's own best practices developed through many years of work on similar projects.

9. A topographic and boundary survey for the site has been completed with previous phases of work and will be used as a base plan by REA. The city will also provide a geotechnical study for the project site. REA will rely on the accuracy of such survey and geotechnical information.

10. The city seeks to bid the construction in Spring 2028.

SCOPE OF SERVICES

Based on the above understanding, we propose the following scope of services:

1. **Stage 1 Plans:** Upon approval of the Preliminary Scoping Report Design and Project Definition, the REA Team will prepare Stage 1 plan documents that further refine site layout, form and character of the streetscape and architectural features of the streetscape, and public spaces and illustrate the scale and relationship of the project components and connections to adjacent development. This phase will include review and evaluation of preliminary material, furnishings, and system options; coordination of preliminary grading, stormwater management, and utility plans with CRE; identification and confirmation of programmatic and infrastructure needs (power, sound, lighting, mechanical, water features, etc.); and identification of public art opportunities.

   Initial coordination with adjacent development projects will occur at this stage. REA will meet with adjacent developers to develop a common understand the project interface, the impacts of the adjacent development on the project (and vice versa), schedule of development sitework, and procedures for information exchange and plan updates.

   We anticipate up to three (3) Project Team meetings throughout this phase of work to review design progress and receive direction. The REA team will prepare a final schematic design presentation, an updated cost opinion, and review the schematic design documents with the City for approval.

2. **Stakeholder/Community Engagement:** REA will assist City of Carmel with the facilitation of a stakeholder/community engagement meeting to introduce the project, provide background on the project scope and schedule, and receive community input on the proposed improvements. We anticipate this meeting will occur at City Hall. Meeting format will be open house with brief presentation and opportunities to provide comment and input. REA's services will include meeting facilitation, preparation of meeting materials/presentation, and collection of input. We anticipate other needed logistics (such as securing the facility, sending out meeting notices, advertising the meeting, etc.) will be provided by City of Carmel.

   A second meeting will occur during the final stages of Stage 1 Plans to present the preliminary project plan and receive comments prior to proceeding with final design. Both meetings are anticipated to be conducted as in-person meetings at City Hall.

3. **Stage 2 Plans:** Upon approval of the Stage 1 plan documents, the REA team will prepare Stage 2 plan documents to include site improvements, streetscape, and architectural elements for the streetscape, and public spaces. Stage 2 drawings will include, but not be limited to, preliminary layout, lighting, landscape, irrigation, signage, and site details. Preliminary grading, drainage, and utilities plans will be prepared by CRE. Final material selections will be made, and outline specifications of project components and systems will be prepared.

   Continued coordination will occur with adjacent development. Stage 2 plans will identify areas where the adjacent developers will construct the improvements within the public right of way, including road, parking, and sidewalk zone. To ensure design continuity, REA will provide the private developers with Stage 2 CAD plans, details, and design standards for their use in preparing final construction documents.

   We anticipate up to three (3) Project Team meetings throughout this phase of work to review design progress and receive direction. The REA team will prepare an updated cost opinion for the proposed work and review the Stage 2 plan documents with the City at 50% and 100% completion level for approvals.

4. **Stage 3 Plans:** Upon approval of the Stage 2 documents, the REA team will finalize the site design and architectural drawings and specifications. Sitework drawings will include, but not be limited to, site demolition, layout, lighting, electrical, irrigation, signage and landscape plans and site detailing. Final grading/drainage, erosion control, and utility plans will be prepared by CRE.

   Continued coordination will occur with adjacent development. To ensure design continuity, REA will review final construction documents prepared by developers for areas they will construct within and directly adjacent to the public right-of-way.

   We anticipate up to three (3) Project Team meetings throughout this phase of work to review design progress and receive direction. The REA team will prepare an updated cost opinion for the proposed work and review the Stage 3 documents with the City at 50% and 100% completion level for final comments and approval.

5. **Permitting:** All permitting, and approvals will be prepared and obtained by CRE. REA will assist CRE as needed.

6. **Final Plans:** Upon approval of the Stage 3 Plan review set of construction documents, the REA team will proceed with the preparation of final plans, details, specifications, and estimates, required for bidding of the project. Our work will be coordinated with that of CRE and will be packaged into a combined bid set. Front end specifications and bid documents will be provided by the City. We anticipate preparation of a single bid set for each phase of the project. Final bid documents will be assembled by CRE and submitted to the City for advertising and issuing of bid sets.

7. **Bidding:** The REA will prepare clarifications, and answer contractor questions for work under our design direction during the bidding period. The REA will also attend a pre-bid meeting. We will prepare bid tabs, evaluate the bids, and prepare a recommendation of award with CRE.

   Limited Construction Administration: Once the construction contract has been awarded, REA will provide a proposal to provide construction administration services. The construction observation services will be to observe construction activities of work under REA's design direction and report on construction progress to the City on a biweekly basis; participate in the pre-construction meeting, review shop drawings, submittals, and requests for information for construction activities, biweekly construction progress meetings, and pay requests as needed; and clarify drawings as necessary. REA will prepare proposal requests, change orders and the substantial completion punch list, and issue the certificate of completion for the project closeout. REA's construction administration services include those areas documented on our final construction plans and do not include areas constructed by developers as part of their separate contracts. We anticipate construction progress meetings over the course construction duration.

PROJECTED TIMELINE

Below is an anticipated timeline for completion of design services for the project, subject to City and agency reviews, permit approvals, funding, and phasing. This schedule anticipates bidding Phase 1 of the project in spring 2027 and Phase 2 in spring of 2028.

PHASE 1

PROJECT PHASE	COMPLETION	DURATION
Notice to Proceed	2/2/2026 (anticipated)	N/A
Stage 1 Plans	05/01/2026	13 weeks
Public Engagement	03/27/2026	08 weeks
Stage 2 Plans	08/28/2026	16 weeks
Stage 3 Plans	01/15/2026	20 weeks
Final Plans	04/02/2027	11 weeks
Bidding/Contract Award	05/05/2027	04 weeks
Construction Administration	05/05/2027	TBD

PHASE 2

PROJECT PHASE	COMPLETION	DURATION
Notice to Proceed	06/14/2027 (anticipated)	N/A
Stage 1 Plans	09/24/2027	15 weeks
Stage 2 Plans	01/14/2028	16 weeks
Stage 3 Plans	05/26/2028	19 weeks
Final Plans	08/11/2028	11 weeks
Bidding/Contract Award	09/06/2028	04 weeks
Construction Administration	09/06/2028	TBD

COMPENSATION

Based on the above scope of services, we propose a fee of **$1,357,700.00** for both phases of work to be invoiced in accordance with the following:

PHASE 1

Stage 1 Plans	$190,600.00
Public Engagement	$24,600.00
Stage 2 Plans	$240,900.00
Stage 3 Plans	$353,800.00
Final Plans/Bidding	$85,800.00
Expenses	$1,500.00
TOTAL	**$897,200.00**

PHASE 2

Stage 1 Plans	$107,200.00
Stage 2 Plans	$121,100.00
Stage 3 Plans	$187,200.00
Final Plans/Bidding	$43,500.00
Expenses	$1,500.00
TOTAL	**$460,500.00**

- Services, with the exception of Construction Administration, will be invoiced monthly on a lump sum, percentage complete basis, plus reimbursable expenses.
- Construction Administration services will be invoiced monthly on an hourly basis.
- Fees will not be exceeded without prior written approval from the Crossroad Engineers.
- Reimbursable expenses will be invoiced according to the attached schedule.
- Permit fees are not included in the above fees and will be billed at direct cost. The City shall provide filing fees for permits and approvals.

ADDITIONAL SERVICES

The following services are not included in the above scope of services and fee for this project. If required, these services shall be provided if authorized through an approved amendment of this agreement by the City. Additional services will be billed at our standard hourly rates (see attached schedule) or on a negotiated fee basis.

- Preparation of topographic surveys or geotechnical investigations
- Preparation of Traffic Studies
- Preparation of potholing or other utility investigations
- Design of underground or aboveground storage as a stormwater quantity control measure
- Preparation of utility relocation plans required due to conflicts between existing utility infrastructure and proposed site infrastructure
- Preparation or coordination of utility coordination agreements
- Environmental studies or documentation
- Audio/video, Wi-fi, or security camera design services
- LEED/Net Zero registration, reporting, submittals, commissioning
- Attendance at and performance of notification for public hearings or meetings
- Significant additions or deletions to the stated project scope of work
- Changes to the project design, documents, or scope of work after receipt of City approval for each stage of design

- Owner-initiated changes in the scope of work after commencement of construction documents or during the construction period
- Extensive delays in the project timeline due to conditions beyond the control of REA
- Preparation of record or as-built drawings
- Preparation and submittal of any permits beyond those specified herein
- Preparation of Bid Alternates and Bid Packages beyond those specified herein
- Attendance at meetings beyond those specified herein
- Construction Administration services beyond the timeline specified herein

Willie, if the terms of this proposal are agreeable to you, your signature below will constitute a satisfactory form of agreement between Rundell Ernstberger Associates, Inc. and the Crossroad Engineers. Please return one (1) signed original to this office. Should you elect to execute a different form of agreement, please attach a copy of this letter as an exhibit.

I have tried to outline the steps I believe are necessary for a successful implementation of this project. Please let us know if there is any additional information or clarification you need at this time. We appreciate the opportunity to provide you with this proposal and are excited about the opportunity to continue our partnership with the Crossroad Engineers to further the implementation of a walkable, vibrant, and sustainable community in Carmel.

Respectfully,

Carl Kincaid, ASLA, Partner

ckincaid@reasite.com / 765.366.3906

attachments: REA Standard Rate Sheet

Accepted: Crossroad Engineers

By: _____

Date: _____

Standard Fee and Reimbursement Schedule

Effective January 2025
Rates indicated are subject to semi-annual review and revision.

Professional and Technical Staff

Partner	$230.00/hour
Senior Associate/Project Manager	$195.00/hour
Associate Landscape Architect	$175.00/hour
Landscape Architect	$150.00/hour
Urban Designer	$150.00/hour
Senior Planner	$190.00/hour
Associate Planner	$175.00/hour
Planner	$155.00/hour
Technical Staff (Graduate LA/Planner)	$125.00/hour
Civil Engineer I	$185.00/hour
Construction Inspection Manager	$130.00/hour
Construction Inspection Field Technician	$110.00/hour
Administrative	$90.00/hour

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

Reimbursable Expenses

Mileage	Standard mileage rate
Travel, Lodging, and Meals	Cost
Postage, Handling, etc.	Cost
Printing/Copies/Reproductions	Cost
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

Invoices
Invoicing and payment schedule are detailed in the contract. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1.5% (18% annually) until paid.

Geotechnical Engineering Manhour Justification
Carmel Main Street Streetscape Project
Carmel, Indiana

INDOT Mileage Rate is now 0.49 / mile

			PROJECT TEAM HOURS																	
			Engineering Staff						Non-Engineering Staff						Geophysicist					
	Appendix "A"	Designation/Classification	Principal Engr	Group Manager	Senior Engr	Project Engr	Senior Staff Engr	Staff Engr	Senior Project Manager	Assistant PM	Drilling Dept. Manager	Lab Manager	Senior Staff Geologist	Assistant Geologist	Senior Geophysicist	Project Geophysicist	CAD Designer	Admin Staff	Reimbursable	Sub Totals
	Items	Tasks/Base Hourly Rate ($)	$270.79	$203.63	$223.14	$197.06	$157.53	$133.75	$217.41	$111.88	$144.70	$131.55	$132.80	$82.64	$178.67	$142.63	$120.96	$96.62		
Geotechnical Field	1d	Marking test borings and pavement core locations (Boring/coring layout)								4									25	$472.02
		Field checks, coordinating the field work with utilities and sub contractors				4				3	1								25	$1,293.08
		Obtaining required permits								3	3									$769.74
	1e	Coordination with Property owners																		
		Crop damage																		
Subsurface Exploration		Soil borings, pavement cores, and backfill/patching per City Requirements																	5.910	$5,910.00
Laboratory Testing		Soil characterization, moisture content, strength, soluble sulfate, and organic content																	2.000	$2,000.00
Traffic Control	36d	Coordinating field work with Traffic control sub-contractor									1								3.680	$3,824.70
Geotechnical Report, Final Check Print and Foundation Review	65	Review of Historical Documents & Current Plans				2		2		2										$885.38
		Prepare Exploratory Program, Review and Concurrence with City	1					1		1	1									$661.12
		Visual Soil Classificaton and Assign Laboratory Tests				1		3		3		3								$1,328.60
		Prepare gINT boring Logs								3								3		$625.50
		Review Boring Logs and Lab test data (QC/QA)	1			1		3												$869.10
		Prepare Roadway subsurface Profiles																		
		Prepare Bridge subsurface profiles																		
		Preparation of geotechnical recommendations, report, appendices and concurrance with INDOT:																		
		a. Without Soil Subgrade Investigations.																		
		b. With Soil Subgrade Recommendations.	2			6		12		2							3	2		$4,108.82
		c. Soil Subgrade Recommendations (ONLY).																		
		d. Soil Profile Drawing																		
		e. Development of Uniques Special Provisions.																		
		Foundation review																		
		Final Check Prints																		
		Review of MSE Shop Drawings and Calculations (DM 20-18)																		
	66	Geotechnical Data Report & Technical memoranda for DB, DBBV & PPP projects																		
Geotechnical Analysis	67	Settlement Analysis And Recomendations For Embankment																		
		a. Proposed Embankment																		
		b. Proposed and Existing Embankment.																		
	68	Ground Modification Design																		
	69	Slope Stability Analysis																		
	70	Bridge Foundation Analysis And Recommendations																		
		a. Spread foundation																		
		b. Deep foundation																		
		c. Settlement analysis for bridge pier foundation (i, ii, iii)																		
		d. Foundation on Bedrock																		
	71	Retaining Structure Analysis And Recommendations																		
		a. Conventional Retaining Structure																		
		i. Spread Foundation																		
		ii. Deep Foundation																		
		iii. Settlement Analysis For Retaining Wall Foundations																		
		b. Pile Retaining Structure Analysis And Recommendations																		
		i. Free Standing Structure																		
		ii. Retaining Structure With Tie-Back System																		
		c. Drilled-In-Pier Retaining Structure Analysis																		
		i. Free-Standing Structure																		
		ii. Retaining Structure With Tie-Back System																		
		d. Soil Nailing Wall																		
	72	Seepage Analysis																		
	73	Deep Dynamic Compaction Analysis																		
Construction Inspection & Monitoring	76	Monitoring Geotechnical Instrumentation																		
		a. Monitoring Geotechnical Instrumentation																		
		b. Field Inspector																		
	78	Field Compaction Testing																		
		a. Dynamic Cone Penetration (Dcp) Test																		
		b. Light Weight Deflectometer (Lwd)																		
	80	Static Load Test																		
	83	Final Construction Inspection Report																		
Foundation Evaluation by Non-Destructive Methods	84	Foundations																		
Geophysical Investigations	85	Geophysical Investigations																		
Geotechnical Project Management (For Lead Geotechnical Consultant Only)	86	Project Management																		
		a. Project Coordination				8														$1,576.48
		b. Project Website																		
	87	Geotechnical Review																		
		a. Structure Report																		
		b. Roadway Report																		
Pavement Investigation	102	Pavement Analysis And Report	2			6		15												$3,730.19
		Total Hours	6	0	0	28	0	36	0	21	6	3	0	0	0	0	3	5		**TOTAL**
		Fee by Classification	$1,624.74	$0.00	$0.00	$5,517.68	$0.00	$4,815.00	$0.00	$2,349.48	$868.20	$394.65	$0.00	$0.00	$0.00	$0.00	$362.88	$483.10	11639	**$28,054.73**

City of Carmel - Main Street Streetscape Design/Build Proposal
12/19/2025

Reliant Electric & Solar, LLC is pleased to offer the following proposal.

Phase 1 and Phase 2 Design includes the following services.

·Investigation of current electrical systems and equipment on site.

·Develop a conduit and wiring plan for new lighting, receptacles, and vendor power based on owner requirements and plans.

·Creation of a Photometric Lighting Plan.

·Assist with development of 60%, 90%, and final plan sets. This includes review of a PDF base plan with mark-ups and notes for electrical installation items.

·Develop a Cost Estimate for 60%, 90%, and final plan sets including a Pay Item List with material quanties.

·Attendance of in-person or virtual meetings as required.

Special Investigation- Snowmelt System

·Coordinate with owner and design team to determine the potential viability of utilizing an under-pavement snowmelt system.

·This includes calculating electrical requirements based on square footage of desired areas of coverage and developing a preliminary budget.

·Attendance of in-person or virtual meetings as required.

Phase 1	*$6,835.00*
Phase 2	*$6,835.00*
Special Investigation	*$5,125.00*

Thank you for the opportunity to serve. If you have any questions regarding this proposal, please contact us at (765) 506-4599 or email info@ReliantElectricCo.com.
Todd Hutchins

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119111

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
1/16/2026			**068025**	**New Professional Services Agreement 1/22/25 - ASA 11 - Contract Not to Exceed Amount $2,765,850.00**

VENDOR
CROSSROAD ENGINEERS, PC
115 N 17TH AVE
BEECH GROVE, IN 46107 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107780				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **2200** *Fund:* **0** **2024 Bond**				
Account: **44-628.71**				
1	**Each**	**ASA 11 - 24-ENG-19 - Phase 1 - Main Street Street Scape (Monon Blvd to Range Line) - Design**	**1,654,415.00**	**$1,654,415.00**
1	**Each**	**ASA 11 - 24-ENG-19 - Phase 2 - Main Street Street Scape (Monon Blvd to Range Line) - Design**	**1,111,435.00**	**$1,111,435.00**
			Sub Total	**$2,765,850.00**

CITY OF CARMEL
INDIANA

Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$2,765,850.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

	Bradley Pease	Zac Jackson
TITLE	Director	CFO

CONTROL NO. 119111

APPROVED
By Allison Lynch-McGrath at 10:04 am, Feb 02, 2026

DLZ Indiana, LLC
Engineering Department – 2026
Appropriation #2200 0 44-628.71 2024 Bond Fund; P.O. #119199
Contract Not To Exceed $56,500.00

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and DLZ Indiana, LLC (the "Professional"), as City Contract dated August 20, 2025 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By: _____

Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

DLZ Indiana, LLC

By: Laurie D Johnson

Authorized Signature

Laurie D. Johnson, PE
Printed Name

Vice President
Title

FID/TIN: 311741713

Date: 1/29/2026

EXHIBIT A

SERVICES TO BE FURNISHED BY THE PROFESSIONAL
116th Street & AAA Way Roundabout Design

This scope of services includes revising the previously submitted final plans to include raised crosswalks at the intersection. This change will need revisions to spot elevation sheet, curb ramp design and drainage design. DLZ Indiana, LLC (PROFESSIONAL) will submit the final tracings plans to the City for inclusion into a City of Carmel's Build-Operate-Transfer (BOT) Project, being administered by Avenew.

This scope of services does not include any design changes that might be proposed by Avenew during review or construction, or any work pertaining to the areas outside of the 116th and AAA Way roundabout project limits, as depicted in PROFESSIONAL's design plans.

The following services are included in PROFESSIONAL's scope for 116th Street & AAA Way roundabout:

A. ROUNDABOUT DESIGN COMPLETION & RAISED CROSSWALK DESIGN

Scope will include the following items:

1. Complete the design plans from 95% to 100% (Final Tracings).
2. Revise Spot elevation sheet and curb ramp sheets to include raised crosswalks at the roundabout.
3. Update drainage design, as needed due to the inclusion of raised crosswalks. Revise plan sheets, Structure data table and underdrain table.
4. Update quantities and opinion of probably construction cost.

B. UTILITY COORDINATION

The PROFESSIONAL shall perform and complete the utility coordination as follows:

1. Coordinate with and distribute plans to utilities and request submitting relocation plans with estimated relocation schedule.
2. Review and coordinate relocation plans with utilities.
3. Coordinate with the utilities, as necessary, to obtain reimbursable utility agreements where applicable.
4. Approve work plans and review relocation plans to verify that all conflicts are resolved.
5. Distribute "notice to proceed" with approved utility relocation plans to the appropriate utilities.
6. Monitor and track utility relocations with the utilities.

C. RIGHT OF WAY STAKING

For the purposes of utility relocations (AT&T and Duke), up to a maximum of seven (7) parcels will be staked for right of way.

D. CONSTRUCTION PHASE SERVICES

This task shall include:

1. The PROFESSIONAL will meet at the project site with the CITY or Resident Project Engineer, as required and as directed by the CITY, to assist in matters that may arise during the construction of the project for the duration of construction.

2. The PROFESSIONAL will make his services available to the CITY during the construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions arise.
3. Additionally, the PROFESSIONAL shall review or take other appropriate action upon the Contractor's submittals such as Working (shop) Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. PROFESSIONAL's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractors, while allowing sufficient time in PROFESSIONAL's judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The PROFESSIONAL's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The PROFESSIONAL's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
4. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the PROFESSIONAL shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the PROFESSIONAL. The PROFESSIONAL shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

E. FEE FOR SERVICES

In consideration of the above, the PROFESSIONAL will be compensated a Not to Exceed total fee of **$56,500.00**. A breakdown of fee is presented as follows:

TASK DESCRIPTION	FEE
Complete Roundabout Design Plans for Final Tracings (100%)	$12,000.00
Raised Crosswalk Design & Drainage Revisions	$16,000.00
Subtotal Total (Lump Sum)	**$28,000.00**
R/W Staking (7 parcels at $500/parcel)	$3,500.00
Utility Coordination (Hourly, as needed) *	$10,000.00
Construction Phase Office Services (Hourly, as needed) *	$15,000.00
Total Fee (Not to Exceed)	**$56,500.00**

* For these services, the PROFESSIONAL shall be compensated based on Hourly Rate and/or unit rates for the services performed in accordance with the rates presented in **Attachment A.**

ATTACHMENT A
HOURLY BILLING RATES

Bill Class Code	*Employee Classification*	*Hourly Rate*
001	Officer / Principal Architect	$305.00
005/003	Division Manager/Director	$285.00
007	Department Manager	$260.00
246/14/B33	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	$170.00
008/B10	Senior Project Manager / Project Manager II	$250.00
B09/708	Project Manager I / Group Manager	$237.50
A12/A72/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	$245.00
A11/A71/A94/B03	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	$240.00
A10/A70/A80/A93/A60/B02	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	$225.00
216/102/112/264/B01	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	$200.00
217/107/A78/A91/265	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	$170.00
218/106/A77/A90/266/246	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	$135.00
902	Designer I	$122.50
901	Designer II	$135.00
900/258	Designer III / Utility Coordinator	$185.00
906	Technician	$100.00
903	Technician IV	$130.00
B33	Right of Way Agent II	$130.00
220	Construction Observer Manager /Administrator	$180.00
221	Construction Observer	$145.00
043	Clerical	$82.50
041	Office Services Coordinator	$122.50
980	Intern / Apprentice	$85.00

Activity Code	*Crew Classification*	*Hourly Rate*
142/99	2 - person Topographic Survey Crew	$295.00
142/99	2 – person Topographic Survey Crew (overtime)	$365.00
336/127	1 – person Field Crew / Party Chief	$175.00
336/127	1 – person Field Crew / Party Chief (overtime)	$245.00
GPS/339	1 – person GPS/RTK Field Crew	$245.00
SCAN	HDS Laser / UAS Scanning Crew	$350.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	$125.00

Reimbursable Expenses	*Rate*
Mileage	$0.70/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119199

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
1/29/2026			**061515**	**Professional Services Agreement 8/20/25- ASA 1 - 24-ENG-04**

VENDOR
DLZ INDIANA, LLC.
138 N DELAWARE ST
INDIANAPOLIS, IN 46204 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108036				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **2200** *Fund:* **0** **2024 Bond**				
Account: **44-628.71**				
1	**Each**	**ASA 1 - 24-ENG-04 (16-ENG-45) - Carmel Road Diet - 116th St. & AAA Way RAB - Design**	**$56,500.00**	**$56,500.00**
			Sub Total	**$56,500.00**

CITY OF CARMEL
INDIANA

Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$56,500.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

	Bradley Pease	Zac Jackson
TITLE	Director	CFO

CONTROL NO. 119199

Christian Peters
Project Manager II

Duke Energy Corporation
1000 East Main Street
Plainfield, IN 46168

o: 812-664-6647
f: 317.838.1842

Christian.Peters@Duke-Energy.com

November 20th, 2025

City of Carmel
One Civic Square
Carmel, IN 46032

APPROVED
By Sergey Grechukhin at 3:30 pm, Feb 10, 2026

Re: Preliminary and Detailed Engineering Costs for Relocation of Duke Energy Indiana, Inc. Overhead Electric Line Facilities for City of Carmel near 116th St & River Rd ("**Engineering Work**").

Dear Madam or Sir:

This letter agreement confirms the following understanding between City of Carmel ("**City**") and Duke Energy Indiana, Inc. ("**Duke Energy**") with respect to the Work:

1) In advance of a facilities relocation and reimbursement agreement between City and Duke Energy with respect to the project scope statement attached hereto as Exhibit "A", if available, City desires Duke Energy to initiate preliminary and detailed engineering for the Project which would include the activities listed on the attached Exhibit "B", if available. Without waiving any right to seek reimbursement from City for the full incurred costs to complete the Engineering Work, Duke Energy estimates that the cost to complete the Engineering Work shall be approximately $60,000.

2) City shall reimburse Duke Energy for 100% of its actual cost in performing the Engineering Work as follows: After execution of this letter agreement by both parties, Duke Energy will invoice City for the estimated cost to complete the Engineering Work. City shall remit payment to Duke Energy within twenty-one (21) days after its receipt of Duke Energy's invoice. After final completion of the Engineering Work, Duke Energy will calculate the full cost incurred by to complete the Engineering Work and shall invoice City for any shortfall between the actual costs to complete the Engineering Work and the estimated amount that City has paid to Duke Energy. City shall remit payment to Duke Energy within twenty-one (21) days after its receipt of Duke Energy's invoice. If the actual costs are less that the amount City has paid to

Duke Energy for the Engineering Work, the overpayment will be refunded to City.

3) Duke Energy will commence the Engineering Work within thirty (30) days after its receipt of the estimated payment for the Engineering Work specified in Section 2 above. Duke Energy shall perform the Engineering Work which shall include, when requested by City, updates on the Engineering Work especially those related to the feasibility, constraints, needs, estimated cost, and estimated time to complete the Project.

4) No work shall be performed by Duke Energy beyond the scope contemplated by the Project. Upon written notice to Duke Energy, City shall have the right to terminate this letter agreement, and upon receipt of such notice, Duke Energy shall cease performing the Engineering Work except for any actions or cost which may need to be performed or incurred, as the case may be, by Duke Energy to comply with the directive from the City.

5) City shall obtain any access rights upon land owned by a third party, which Duke Energy may need to perform the Engineering Work. Upon request from Duke Energy, City shall furnish any information needed by Duke Energy to perform the Engineering Work, including the deliverables for the Project attached hereto and incorporated herein as Exhibit "C."

6) This letter agreement supersedes any other understanding or agreement, written or oral, that may have been made or entered into by City and Duke Energy relating to the Engineering Work, and constitutes the entire agreement between City and Duke Energy with respect to the Engineering Work.

If this letter agreement represents the understanding reached between City and Duke Energy with respect to the Engineering Work and this relocation project, please signify your acceptance by executing both copies of this letter agreement where indicated below and returning one (1) of the fully executed copies to me for further handling with Duke Energy.

Respectfully submitted,

Christian Peters

Christian Peters
Project Manager, Transmission

ACCEPTED this ____ day of _____, 20__.

City of Carmel

By: _____

Printed Name: _____

Printed Title: _____

ACCEPTED this ____ day of _____, 20__.

DUKE ENERGY INDIANA, INC.

By: _____

Printed Name: _____

Printed Title: _____

Exhibit A
Project Scope Statement

City of Carmel is requesting that Duke Energy Indiana develop a schedule, cost, and relocation plan to relocate transmission pole(s) for City of Carmel near 116th St & River Rd.

Exhibit B
Activities for Agreement

1- Preliminary Engineering Design
2- Project Management
3- Land Acquisition Research, Surveying, Permitting

Exhibit C
Deliverables

Deliverables for this relocation plan include but are not limited to final design, project schedule, and a class 5 estimate for relocation.

24.00
(7)
2.00 nonC

LU# 1177119

2010046872 EASEMENTS $26.00
09/22/2010 12:36:39P 7 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

GRANT OF EASEMENT

Pt. Parcel # 17-14-03-01-02-001.000

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **CAROLYN A. DELONG**, widow of **RONNY L. DELONG**, deceased (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, INC.**, an Indiana corporation, with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove electric and/or telecommunication overhead line or lines, including but not limited to, all necessary and convenient supporting structures (such as towers and poles), wires, cables, guy wires with anchors, grounding systems, counterpoises, and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities") for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 3, Township 17N, Range 4E, Delaware Township, Hamilton County, State of Indiana; being a part of Lots 41, 42, 43 & 44 in Northern Woods Beach, Hamilton County, Indiana, the plat of which is recorded in **Deed Record 112, Page 29** in the Office of the Recorder of Hamilton County, Indiana; being a part of the land of Grantor recorded in **Deed Book 274, Page 264** in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"); and being more particularly described as follows:

Said easement area being described and shown on a survey drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as "the Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

THIS TRANSACTION IS EXEMPT FROM REQUIREMENTS OF IC 6-1•1-5•5

For Grantee's Internal Use:
Line Name/No: Carmel SE Sub to Fishers 106th St. Sub
R/W Track No: #6
Job#D3544
LU# 1177119
Prep/Chk: LGF/KRK/JBS Exec/Rec: RF
Dwg/Fac Ref.: Exhibit "A"
Prepared Date: 8-23-2010

#26

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to attach equipment to Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's attachment.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page(s) follow.

IN WITNESS WHEREOF, Grantor has signed this Grant of Easement effective the 17th day of September, 2010.

Signed Name: Carolyn A Delong

Printed Name: **CAROLYN A. DELONG**

STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

Personally appeared before me this day Carolyn A. Delong, an adult, and acknowledged the signing of this Grant of Easement by her to be her voluntary act and deed, and having been duly sworn/affirmed state(s) that any representations contained therein are true to the best of her personal knowledge.

WITNESS my hand and notarial seal, this 17th day of September, 2010.

My Commission Expires: Dec 13 2013 Signed Name: Gary Hector

My County of Residence: Hendricks Printed Name: Gary Hector

This Instrument Prepared by John B. Scheidler, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

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. Lance G. Ferrell

Schneider

Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7200 FAX

Engineering
Surveying
Landscape
Architecture
GIS*LIS
Geology

Carmel SE

Parcel 06
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana

Owner:
Ronny L. Delong And Carolyn A. Delong,
Husband and Wife
Warranty Deed
May 31, 1974
DB 274, PG 264

2,492 square feet permanent easement
±0.06 acres permanent easement

Permanent Easement

All that part of the Grantor's land identified as **Parcel 06** on the attached Route Survey Plat that lies within the Permanent Easement lines depicted on said Route Survey Plat, together with any adjacent deed gaps or overlaps that lie within said Permanent Easement lines.

Part of the Northwest Quarter of Section 3, Township 17 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, and Parts of Lot 41, 42, 43, and 44 in Northern Woods Beach, the plat of which is recorded in Deed Record 112, Page 29 in the Office of the Recorder of Hamilton County, being described as follows:

Commencing at the northwest corner of said Quarter Section, said corner being Point #5 at Indiana State Plane East Zone (North American Datum of 1983,CORS 96 EPOCH 2002.000) coordinate 1715165.545 North and 215086.885 East as shown on the Location Control Survey recorded as Instrument #2009072697; thence South 89 degrees 28 minutes 07 seconds East (grid bearing based on said Indiana State Plane East Zone) along the north line of said quarter section a distance of 819.60 feet (all distances in this description are horizontal ground distances); thence South 00 degrees 31 minutes 53 seconds West a distance of 25.00 feet to the northwest corner of Lot 41 in Northern Woods Beach, the plat of which is recorded in Deed Record 112, Page 29; thence continuing South 00 degrees 31 minutes 53 seconds West along the west line of said Lot 41 a distance of 78.19 feet to the southern boundary of 116th Street, per Project S-569(1), dated 1958; thence South 89 degrees 28 minutes 07 seconds East along said southern boundary 5.00 feet; thence North 07 degrees 34 minutes 55 seconds East along said southern boundary 26.86 feet to the **Point of Beginning**; thence South 80 degrees 37 minutes 28 seconds East 90.90 feet; thence South 63 degrees 03 minutes 01 seconds East 75.65 feet to said southern boundary; thence North 21 degrees 52 minutes 31 seconds East along said boundary 19.80 feet to the south Right of Way line of 116th Street described in Instrument Number 9609635796; thence North 69 degrees 28 minutes 55 seconds West along said Right of Way line 77.74 feet; thence North 77 degrees 07 minutes 12 seconds West continuing along said Right of Way line 91.73 feet to the southern boundary of 116th Street, per Project S-569(1), dated 1958; thence South 07 degrees 34 minutes 55 seconds West along said southern boundary 17.13 feet to the **Point of Beginning**, containing 0.06 acres, more or less.

Luke A. Jahn
Registered Land Surveyor #20900171
June 4, 2010



Schneider Corporation
Job No. 7501.001
June 3, 2010 KKE 07/09/2010 Revised Parcel Number
Document No. T:\7k\7501\001\dwgs\Parcels\Parcel 06\Parcel 06 Desc.doc

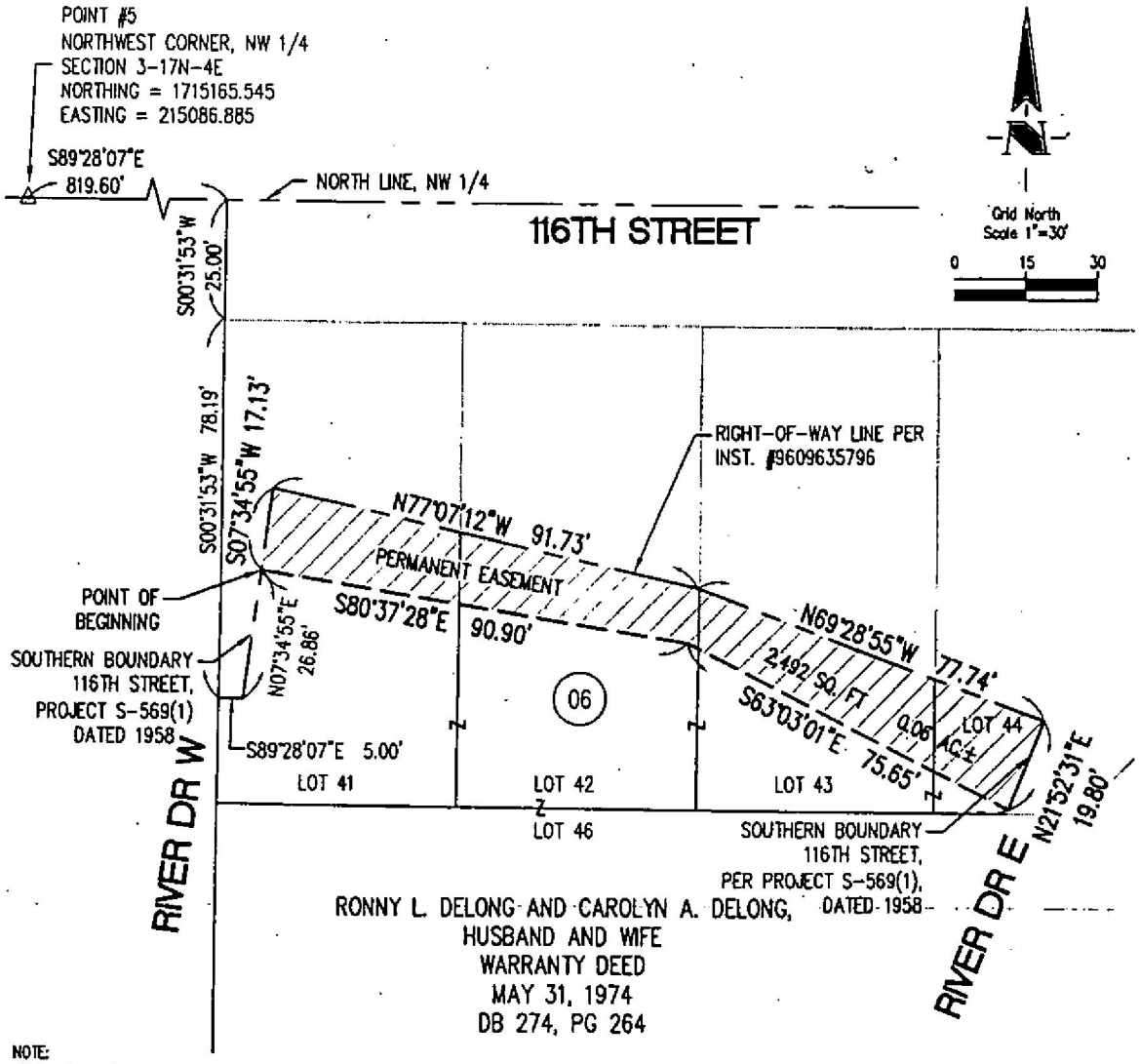
Schneider
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX
Engineering
Surveying
Architecture
GIS·LIS
Geology

Duke Energy®

Permanent Easement
Carmel SE
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana

Route Survey Plat
Exhibit "A"

LEGEND
(XX) – Parcel Number
– Permanent Easement
℄ – Denotes Deed Line or Ownership Change



NOTE:
All bearings, distances and coordinates are referenced to the Indiana State Plane – East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.999946797. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

NOTE:
A Location Control Survey Plat recorded as Instrument #2009072697 in the Office of the Recorder of Hamilton County, Indiana is hereby cross referenced. Coordinate values shown hereon and on said plat are Indiana State Plane – East Zone (NAD 83) Coordinate System values. It is intended that the monuments and coordinate values shown on said Location Control Survey Plat be used as the basis for locating the Permanent and Temporary Easement lines shown hereinj

SURVEYOR'S STATEMENT:
To the best of my knowledge and belief, this plat, together with the Location Control Survey Plat recorded as Instrument #2009072697 in the Office of the Recorder of Hamilton County, Indiana, (incorporated and made part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12")

Luke A. Jahn
Registered Land Surveyor #20900171
June 4, 2010

LUKE A. JAHN REGISTERED No. 20900171 STATE OF INDIANA LAND SURVEYOR

Job No. 7501.001
Drawing: T:\7K\7501\001\DWGS\PARCELS\PARCEL 06\PARCEL 06.DWG
Date: 06/04/2010 KKE 07/09/2010 REVISED PARCEL NUMBER

(Sheet 1 of 1)

Schneider
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
Architecture
GIS LIS
Geology

Duke Energy®

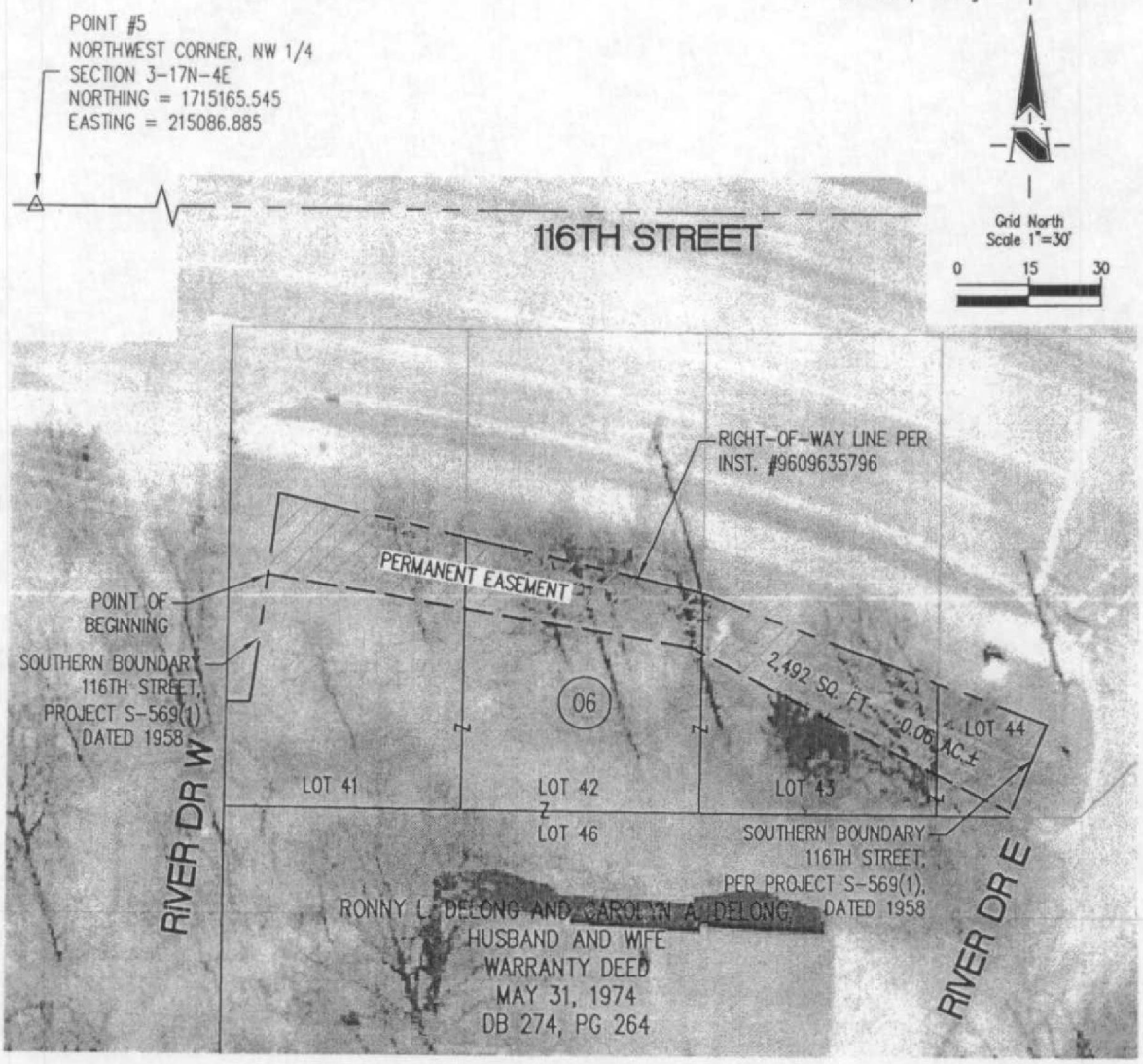
Permanent Easement
Carmel SE
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana

LEGEND

(XX) – Parcel Number

– Permanent Easement

℄ – Denotes Deed Line or Ownership Change



Job No. 7501.001
Drawing: T:\7K\7501\001\DWGS\PARCELS\PARCEL 06\PARCEL 06.DWG
Date: 06/04/2010 KKE 07/09/2010 REVISED PARCEL NUMBER

(Sheet 1 of 1)

LU 1177115

LU# 1177115

14.00
(7)
1.00 NC

2010046873 EASEMENTS $26.00
09/22/2010 12:36:39P 7 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

GRANT OF EASEMENT

Pt. Parcel # 17-14-03-01-02-004.000, 005.000, 006.000

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **JONATHAN L. TRINOSKY**, an adult (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, INC.**, an Indiana corporation, with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove electric and/or telecommunication overhead line or lines, including but not limited to, all necessary and convenient supporting structures (such as towers and poles), wires, cables, guy wires with anchors, grounding systems, counterpoises, and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities") for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 3, Township 17 North, Range 4 East, Delaware Township, Hamilton County, State of Indiana; being a part of Lots 5 and 6 in Northern Woods Beach, Hamilton County Indiana , the plat of which is recorded in **Deed Record 112, Page 29**, and also recorded as **Instrument Number 200500058902** in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:

Said easement area being described and shown on a survey drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as "the Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

THIS TRANSACTION IS EXEMPT
FROM REQUIREMENTS OF IC 6-1.1-5.5

For Grantee's Internal Use:
Line Name/No: Carmel SE Sub to Fishers 106th St. Sub
R/W Track No: #07
Job#D3544
LU# 1177115
Prep/Chk: LGF/GBE/JBS Exec/Rec: RF
Dwg/Fac Ref. :Exhibit "A"
Prepared Date: 8-23-2010

#26

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to attach equipment to Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's attachment.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page(s) follow.

IN WITNESS WHEREOF, Grantor has signed this Grant of Easement effective the 17 day of September 2010.

Signed Name: Jonathan L Trinosky

Printed Name: JONATHAN L. TRINOSKY

STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

Personally appeared before me this day Jonathan L. Trinosky, an adult, and acknowledged the signing of this Grant of Easement by him to be his voluntary act and deed, and having been duly sworn/affirmed state(s) that any representations contained therein are true to the best of his personal knowledge.

WITNESS my hand and notarial seal, this 17th day of September, 2010.

My Commission Expires: Oct 13 2013 Signed Name: Gary Helton

My County of Residence: Hendricks Printed Name: GARY HELTON

This Instrument Prepared by John B. Scheidler, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

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. Lance G. Ferrell

Schneider

Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7200 FAX

Engineering
Surveying
Landscape
Architecture
GIS*LIS
Geology

Carmel SE

Parcel 07
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana

Owner:
Jonathan L. Trinosky
Warranty Deed
September 2, 2005
Instrument #200500058902

115.67 linear feet permanent easement
4,274 square feet permanent easement
±0.10 acres permanent easement

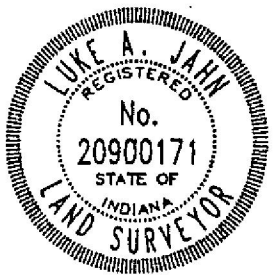
Permanent Easement

All that part of the Grantor's land identified as **Parcel 07** on the attached Route Survey Plat that lies within the Permanent Easement lines depicted on said Route Survey Plat, together with any adjacent deed gaps or overlaps that lie within said Permanent Easement lines.

Part of the Northwest Quarter of Section 3, Township 17 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, and Parts of Lot 5 and Lot 6 in Northern Woods Beach, the plat of which is recorded in Deed Record 112, Page 29 in the Office of the Recorder of Hamilton County, being a strip of land 40 feet in width lying 20 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said Quarter Section, said corner being Point #5 at Indiana State Plane East Zone (North American Datum of 1983,CORS 96 EPOCH 2002.000) coordinate 1715165.545 North and 215086.885 East as shown on the Location Control Survey recorded as Instrument #2009072697; thence South 89 degrees 28 minutes 07 seconds East (grid bearing based on said Indiana State Plane East Zone) along the north line of said quarter section a distance of 1137.31 feet (all distances in this description are horizontal ground distances); thence South 00 degrees 31 minutes 53 seconds West a distance of 169.82 feet to the northeast corner of said Lot 5; thence South 37 degrees 42 minutes 15 seconds West along the east line of said Lot a distance of 6.80 feet to the **POINT OF BEGINNING**; thence North 63 degrees 03 minutes 31 seconds West a distance of 115.67 feet to the west line of said Lot and the **TERMINUS**. The sidelines of said strip being lengthened or shortened to intersect with the south Right-of-Way line of 116th Street described in Instrument Number 9809810669, the east line of Grantor's, and the west line of Grantor's land.

Luke A. Jahn
Registered Land Surveyor #20900171
June 14, 2010



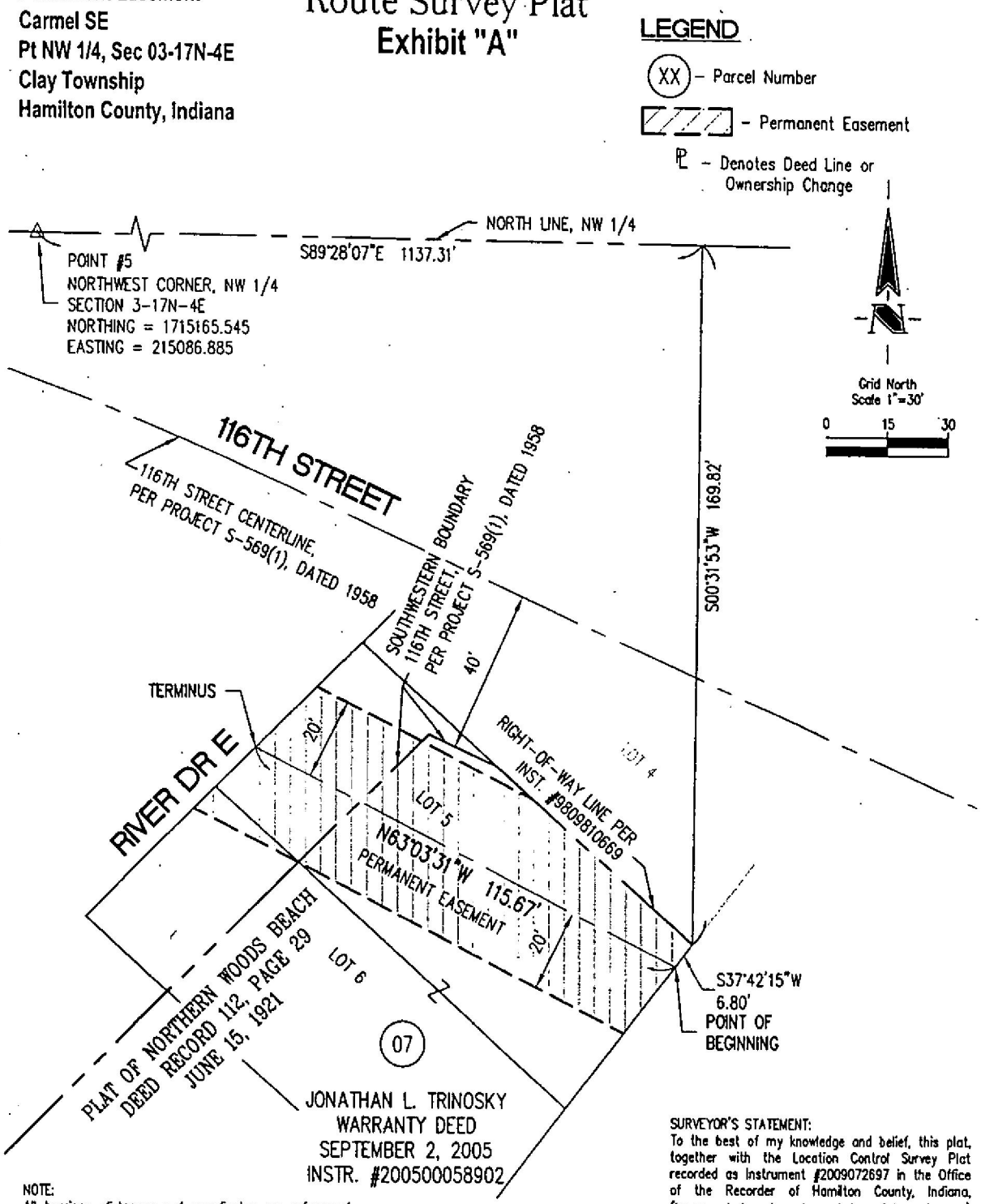
Schneider Corporation
Job No. 7501.001
June 14, 2010 LAJ 07/09/2010 Revised Parcel Number
Document No. T:\7k\7501\001\dwgs\Parcels\Parcel 07\Parcel 07 Desc.doc

Schneider
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX
Engineering
Surveying
Architecture
GIS·LIS
Geology

Duke Energy®

Permanent Easement
Carmel SE
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana

Route Survey Plat
Exhibit "A"



NOTE:
All bearings, distances and coordinates are referenced to the Indiana State Plane – East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.999946797. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

NOTE:
A Location Control Survey Plat recorded as Instrument #2009072697 in the Office of the Recorder of Hamilton County, Indiana is hereby cross referenced. Coordinate values shown hereon and on said plat are Indiana State Plane – East Zone (NAD 83) Coordinate System values. It is intended that the monuments and coordinate values shown on said Location Control Survey Plat be used as the basis for locating the Permanent and Temporary Easement lines shown herein.

SURVEYOR'S STATEMENT:
To the best of my knowledge and belief, this plat, together with the Location Control Survey Plat recorded as Instrument #2009072697 in the Office of the Recorder of Hamilton County, Indiana, (incorporated and made part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12")

Luke A. Jahn
Registered Land Surveyor #20900171
June 14, 2010

LUKE A. JAHN REGISTERED No. 20900171 STATE OF INDIANA LAND SURVEYOR

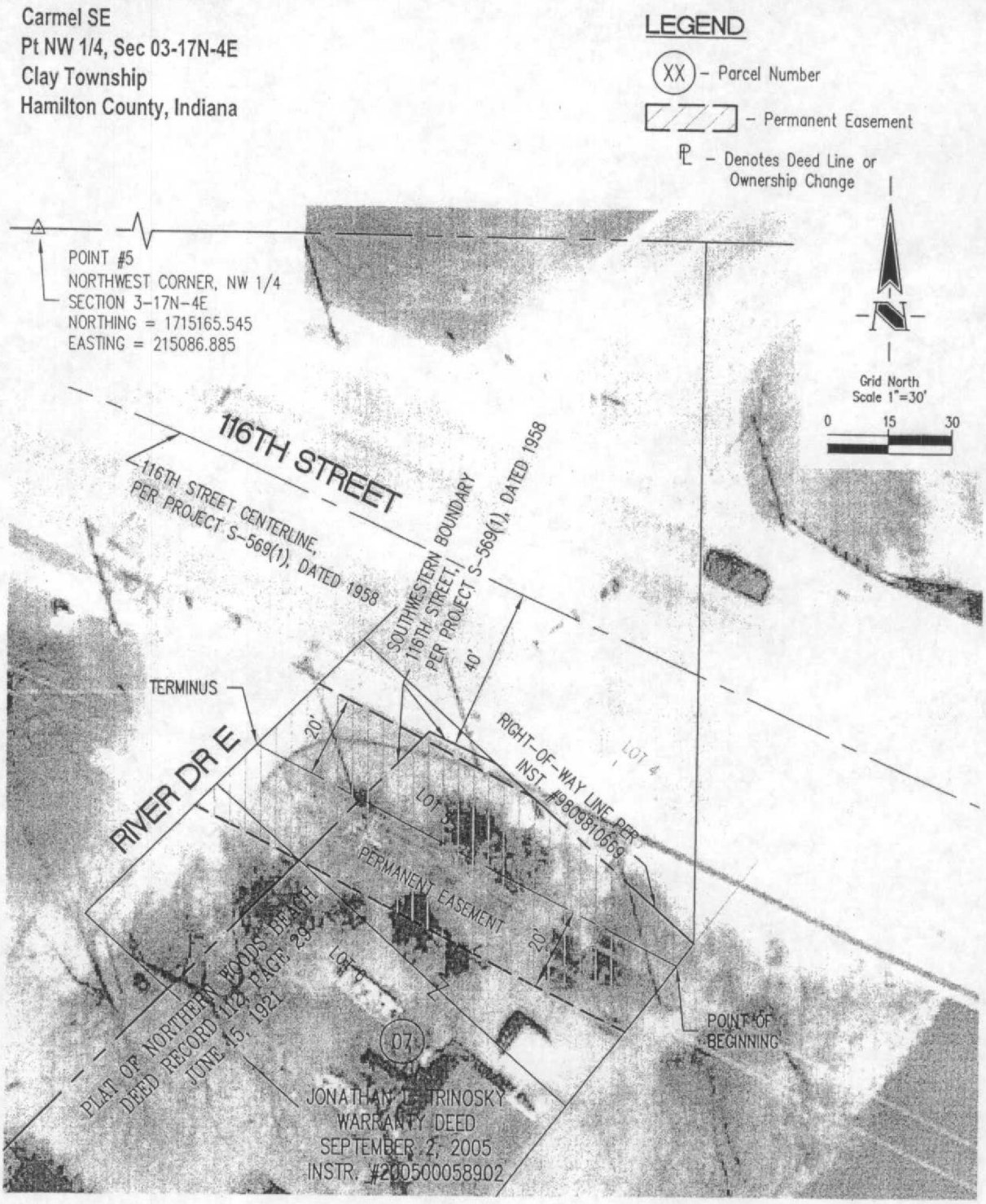
Job No. 7501.001
Drawing: T:\7K\7501\001\DWGS\PARCELS\PARCEL 07\PARCEL 07.DWG
Date: 06/14/2010 LAJ 07/09/2010 REVISED PARCEL NUMBER

Schneider
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
Architecture
GIS·LIS
Geology

Duke Energy®

Permanent Easement
Carmel SE
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana



Job No. 7501.001
Drawing: T:\7K\7501\001\DWGS\PARCELS\PARCEL 07\PARCEL 07.DWG
Date: 06/14/2010 LAJ 07/09/2010 REVISED PARCEL NUMBER

COPY

2011011323 EASEMENTS $28.00
02/24/2011 12:35:03P 7 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented

26.00 (7) 2.00 NONC

GRANT OF EASEMENT

Pt. Parcel # 17-14-03-01-01-001.000

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **MICHAEL B. LETHIG**, an adult (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, INC.**, an Indiana corporation, with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove electric and/or telecommunication overhead line or lines, including but not limited to, all necessary and convenient supporting structures (such as towers and poles), wires, cables, guy wires with anchors, grounding systems, counterpoises, and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities") for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 3, Township 17 North, Range 4 East, Clay Township, Hamilton County, State of Indiana; being a part of Lot 40 and Parkway in Northern Woods Beach Subdivision, as recorded in **Deed Record 112, Page 29**, and as **Instrument Number 9709726142, Instrument Number 9809830125** and **Instrument Number 9809830126**, all in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:

Said easement area being described and shown on a survey drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as "the Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

THIS TRANSACTION IS EXEMPT
FROM REQUIREMENTS OF IC 6-1-1-5-5

For Grantee's Internal Use:
Line Name/No: Carmel SE Sub to Fishers 106th St. Sub
R/W Track No: #05
Job#D3544
LU# 1177147
Prep/Chk: LGF/KRK/JBS Exec/Rec: RF
Dwg/Fac Ref. :Exhibit "A"
Prepared Date: 11-15-2010

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to attach equipment to Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's attachment.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page(s) follow.

IN WITNESS WHEREOF, Grantor has signed this Grant of Easement effective the 14th day of February, 2011.

Signed Name: Michael B. Lethig

Printed Name: **MICHAEL B. LETHIG**

STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

Personally appeared before me this day Michael B. Lethig, an adult, and acknowledged the signing of this Grant of Easement by him to be his voluntary act and deed, and having been duly sworn/affirmed state(s) that any representations contained therein are true to the best of his personal knowledge.

WITNESS my hand and notarial seal, this 14th day of February, 2011.

My Commission Expires: Dec 13 2013 Signed Name: Gay Held

My County of Residence: Hendricks Printed Name: Gay Holton

This Instrument Prepared by John B. Scheidler, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

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. Lance G. Ferrell

Schneider

Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7200 FAX

Engineering
Surveying
Landscape
Architecture
GIS*LIS
Geology

Carmel SE

Exhibit "A"

Parcel 05
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana

Owner:
Michael B. Lethig
Executor's Deed
June 30, 1997
Instrument #9709726142
Quitclaim Deed(S)
May 15, 1998
Instrument #9809830126
May 25, 1998
Instrument #9809830125

Notes: *There is a deed gap between Lot 40 (as called in the 1st description of the grantor's deed) and the centerline of Parkway (as called in the 2nd description of the grantor's deed). The Plat of Northern Woods Beach states, "All Streets, Drives, Walkways and Parkways are hereby dedicated to public use." The indication of the call "between St. Clair Creek and the center line of a highway in Northern Woods Beach Subdivision" may indicate the Parkway was vacated. In order to obtain all rights to the Parkway area, a title search should be performed. Since the ownership is the same on both sides of the Parkway and there is no apparent ownership conflict, the description provided has been written across the 'Parkway' area.*

130.56 linear feet permanent easement
5,222 square feet permanent easement
±0.12 acres permanent easement

Permanent Easement

All that part of the Grantor's land identified as **Parcel 05** on the attached Route Survey Plat that lies within the Permanent Easement lines depicted on said Route Survey Plat, together with any adjacent deed gaps or overlaps that lie within said Permanent Easement lines.

Part of the Northwest Quarter of Section 3, Township 17 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, and Parts of Lot 40 and Parkway in Northern Woods Beach, the plat of which is recorded in Deed Record 112, Page 29 in the Office of the Recorder of Hamilton County, being a strip of land 40 feet in width lying 20 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said Quarter Section, said corner being Point #5 at Indiana State Plane East Zone (North American Datum of 1983,CORS 96 EPOCH 2002.000) coordinate 1715165.545 North and 215086.885 East as shown on the Location Control Survey recorded as Instrument #2009072697; thence South 89 degrees 28 minutes 07 seconds East (grid bearing based on said Indiana State Plane East Zone) along the north line of said quarter section 669.60 feet (all distances in this description are horizontal ground distances)to the northeast corner of a tract of land described in Instrument #9909908634; thence South 00 degrees 31 minutes 53 seconds West along the east line of said tract 45.19 feet to the **POINT OF BEGINNING**; thence South 89 degrees 39 minutes 56 seconds East 85.07 feet; thence South 80 degrees 37 minutes 28 seconds East 45.49 feet to the east line of the Grantor's land and the **TERMINUS**. The sidelines of said strip being lengthened or shortened to intersect with the east line and the west line of the Grantor's land.

Luke A. Jahn
Registered Land Surveyor #20900171
June 18, 2010

LUKE A. JAHN REGISTERED No. 20900171 STATE OF INDIANA LAND SURVEYOR

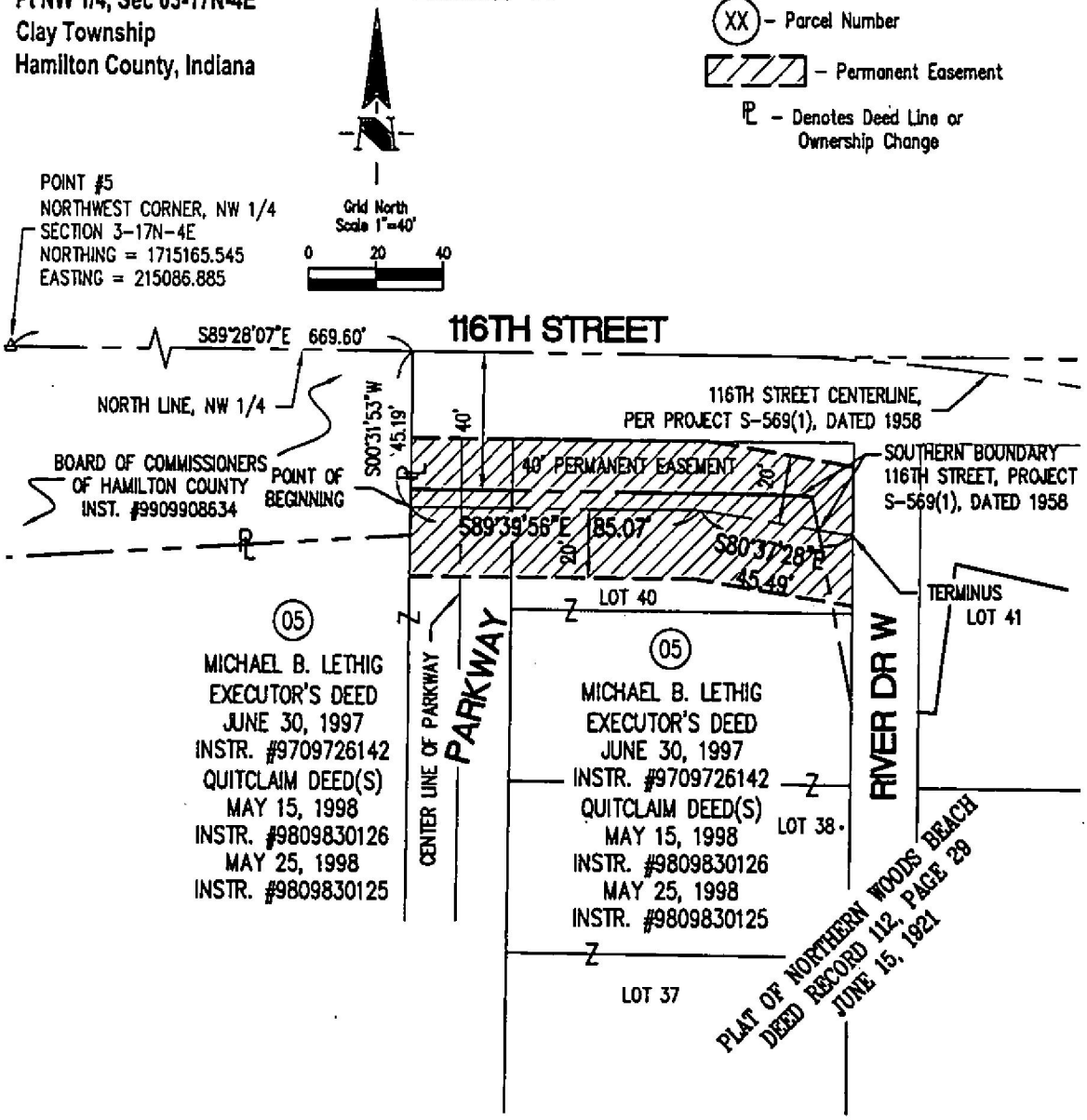
Schneider Corporation
Job No. 7501.001
June 14, 2010 LAJ 07/09/2010 Revised Parcel Number
Document No. T:\7k\7501\001\dwgs\Parcels\Parcel 05\Parcel 05 Desc.doc

Schneider
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46218
317-826-7100
317-826-7110 FAX
Engineering
Surveying
Architecture
GIS·LIS
Geology

Duke Energy®

Permanent Easement
Carmel SE
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana

Route Survey Plat
Exhibit "A"



NOTE:
All bearings, distances and coordinates are referenced to the Indiana State Plane – East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.999946797. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

NOTE:
A Location Control Survey Plat recorded as Instrument #2009072697 in the Office of the Recorder of Hamilton County, Indiana is hereby cross referenced. Coordinate values shown hereon and on said plat are Indiana State Plane – East Zone (NAD 83) Coordinate System values. It is intended that the monuments and coordinate values shown on said Location Control Survey Plat be used as the basis for locating the Permanent and Temporary Easement lines shown herein.

SURVEYOR'S STATEMENT:
To the best of my knowledge and belief, this plat, together with the Location Control Survey Plat recorded as Instrument #2009072697 in the Office of the Recorder of Hamilton County, Indiana, (incorporated and made part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12")

Luke A. Jahn
Registered Land Surveyor #20900171
June 18, 2010

LUKE A. JAHN REGISTERED No. 20900171 STATE OF INDIANA LAND SURVEYOR

Job No. 7501.001
Drawing: T:\7K\7501\001\DWGS\PARCELS\PARCEL 05\PARCEL 05.DWG
Date: 06/18/2010 LAJ 07/09/2010 REVISED PARCEL NUMBER

Schneider
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX
Engineering
Surveying
Architecture
GIS LIS
Geology

Duke Energy®

Permanent Easement
Carmel SE
Pt NW 1/4, Sec 03-17N-4E
Clay Township
Hamilton County, Indiana

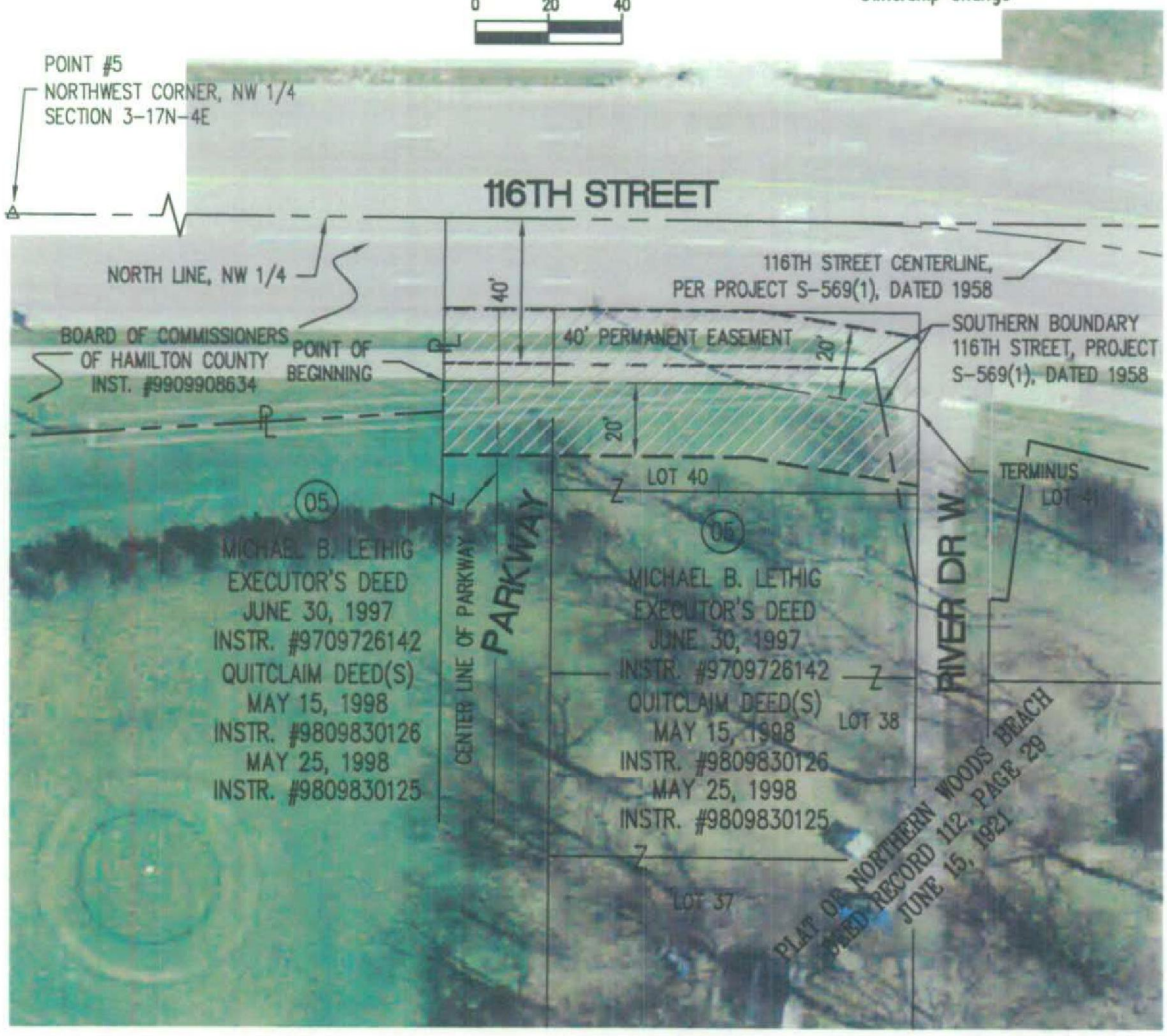
Grid North
Scale 1"=40'
0 20 40

LEGEND

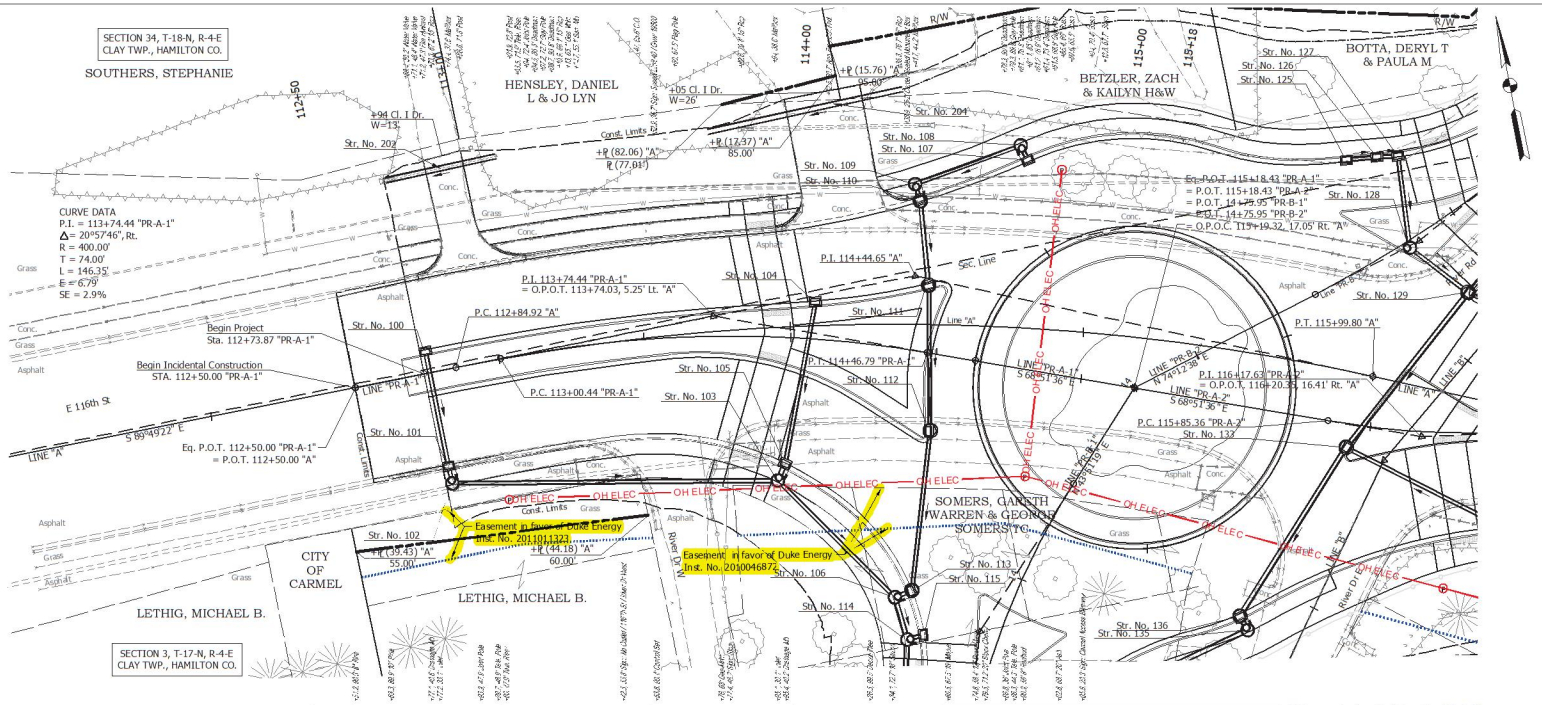
(XX) – Parcel Number

– Permanent Easement

℄ – Denotes Deed Line or Ownership Change

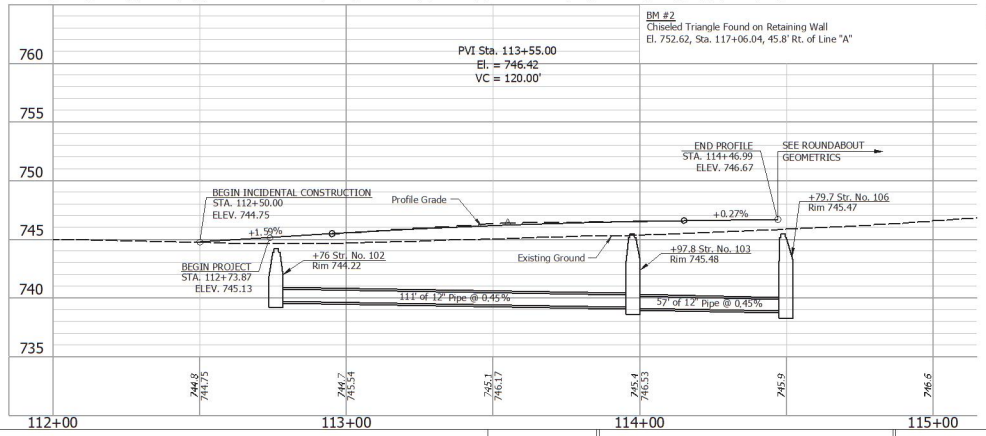


Job No. 7501.001
Drawing: T:\7K\7501\001\DWGS\PARCELS\PARCEL 05\PARCEL 05.DWG
Date: 06/18/2010 LAJ 07/09/2010 REVISED PARCEL NUMBER



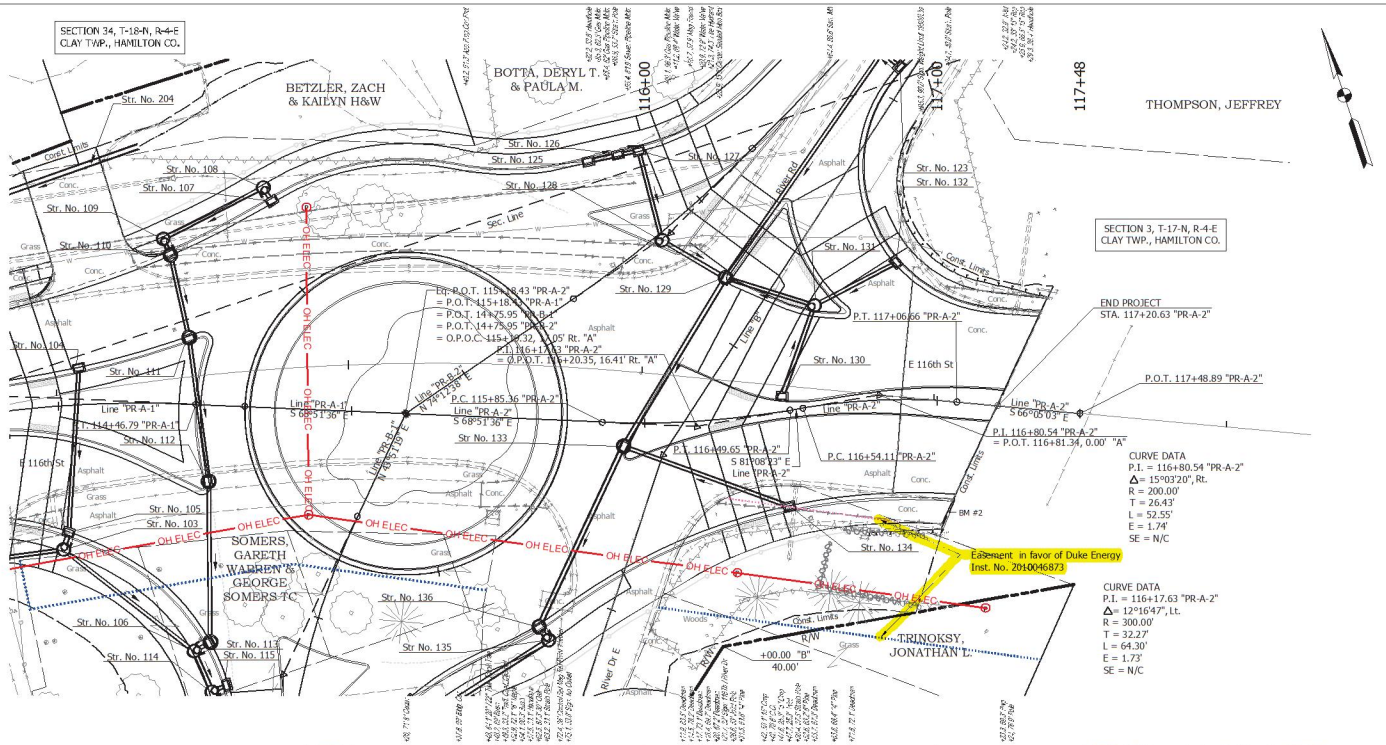
All topography described from Line "PR-A-1".
All R/W described from Line "A".

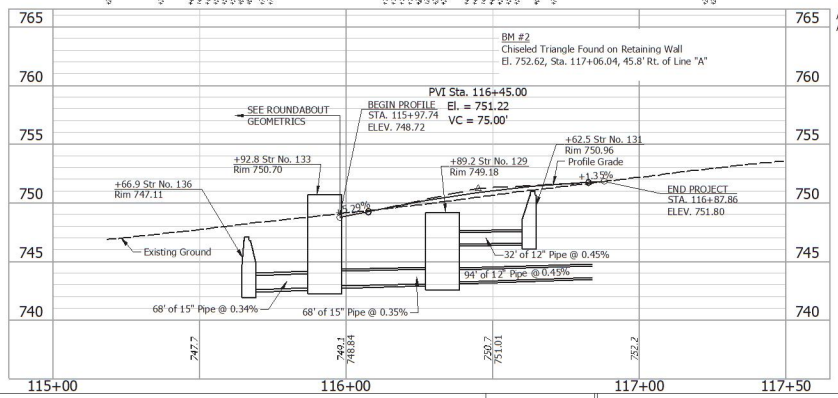
EARTHWORK SUMMARY TABLE		
COMMON EXCAVATION		
Line "PR-A-1"	441	CYD
Line "PR-A-2"	542	CYD
Line "PR-B-1"	139	CYD
Line "PR-B-2"	844	CYD
TOTAL COMMON EXCAVATION	**1,965**	**CYD**
FILL		
Line "PR-A-1"	1,459	CYD
Line "PR-A-2"	372	CYD
Line "PR-B-1"	1,219	CYD
Line "PR-B-2"	1,334	CYD
SUBTOTAL, FILL VOLUME REQUIRED	**4,384**	**CYD**
SWELL (15%)	**660**	**CYD**
TOTAL FILL	**5,044**	**CYD**
LESS USEABLE EXCAVATION	**1,965**	**CYD**
TOTAL BORROW REQUIRED	**3,079**	**CYD**



RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER DATE		CITY OF CARMEL	HORIZONTAL SCALE: 1" = 20' / VERTICAL SCALE: 1" = 5' / BRIDGE FILE: N/A / DESIGNATION
DESIGNED: EWA	DRAWN: MAH	PLAN AND PROFILE LINE "PR-A-1"	SURVEY BOOK / ELECTRONIC / CONTRACT / SHEET: 36 of 108 / PROJECT: 22-ENG-02
CHECKED: SJS	CHECKED: SJS		

Date: Jun 05, 2024, 4:12pm User: Mike Chrisbon
File: C:\Projects\Carmel\2022\22-ENG-02\Dgn\22-ENG-02_RoadwayProfile_PR41.dgn - (Plan and Profile PR41)





All topography described from Line "PR-A-2."
All R/W described from Line "A".

Date: July 07, 2006, 9:12am, Ian Rains, Christopher Lorenz
File: I:\Projects\Carmel-Clay\2011\Roads\Plans\Plan_Profile_0042.dgn - (21 Plan and Profile-0042)

RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE

DESIGNED: EWA DRAWN: MAH

CHECKED: SJS CHECKED: SJS

CITY OF CARMEL

PLAN AND PROFILE
LINE "PR-A-2"

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICAL SCALE	DESIGNATION
1" = 5'	
SURVEY BOOK	SHEET
ELECTRONIC	37 of 108
CONTRACT	PROJECT
	22-ENG-02

Approved and Adopted this _____day of _____, 20____.

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

BY:

_____
Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119352

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
2/10/2026			**254004**	**24-ENG-05 - Preliminary Engineering Reimbursement Agreement**

VENDOR
DUKE ENERGY
PO BOX 1094
CHARLOTTE, NC 28201--1094

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108386				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	**Each**	**24-ENG-05 - Preliminary Engineering Reimbursement Agreement**	**$60,000.00**	**$60,000.00**

Department: **2200** *Fund:* **0** **2024 Bond**

Account: **44-628.71**

Sub Total **$60,000.00**

CITY OF CARMEL
INDIANA

Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$60,000.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

	Bradley Pease	Zac Jackson
TITLE	Director	CFO

CONTROL NO. 119352

E & B Paving, LLC
Engineering Department - 2026
Appropriation #2200 0 44-628.71 2022 Bond Fund; P.O. #119340
Contract Not To Exceed $1,587,938.28

AGREEMENT FOR GOODS AND SERVICES

APPROVED
By Sergey Grechukhin at 9:09 am, Feb 10, 2026

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement" or "Contract") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City" or "Owner" are used interchangeably throughout the Contract Documents), and E & B Paving, LLC, an entity duly authorized to do business in the State of Indiana ("Contractor").

TERMS AND CONDITIONS

1. ACKNOWLEDGMENT, ACCEPTANCE:
   Contractor acknowledges that it has read and understands this Agreement and all other Contract Documents referenced herein, and agrees that its execution of same constitutes its acceptance of all of the Contract Documents' terms and conditions.

2. PERFORMANCE:
   2.1 City agrees to purchase the goods and services and all related work (the "Goods and Services" or the "Work") from Contractor using City budget appropriation number 2200 0 44-628.71 2022 Bond funds. Contractor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement and all other Contract Documents by applying at all times the highest technical and industry standards. Contractor, in agreeing to provide all Goods and Services and otherwise complete the Work within the times and sequences set forth herein, acknowledges and agrees that the times allotted by the Contract Documents for the performance and completion of the Work are reasonable and take into account the risks and adverse conditions assumed by Contractor under the Contract Documents.

   2.2 Contractor shall commence the Work immediately and diligently and continuously prosecute and coordinate such Work with such labor, materials, equipment, supervision and services to insure that City, other contractors, subcontractors and third parties will not be delayed, interrupted, hindered or disrupted by Contractor's activities or operations, and to insure completion of the Project within the time specified by any construction schedule dates and/or milestones now or hereafter established in accordance with this Agreement and/or other Contract Documents.

3. PRICE AND PAYMENT TERMS:
   3.1 Contractor agrees that the total price for the Goods and Services and all related Work to be provided to City hereunder shall be no more than One Million Five Hundred Eighty Seven Thousand Nine Hundred Thirty Eight Dollars and Twenty Eight Cents ($1,587,938.28) (the "Contract Price"). Contractor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided or work performed to City within such time period. City shall pay Contractor for such Goods and Services and/or work performed within thirty-five (35) days after the date of City's receipt of Contractor'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 including any references, attachments, and addenda thereto, are submitted on an invoice that contains the information contained on attached Exhibit B, and Contractor has otherwise performed and satisfied all the terms and conditions of this Agreement.

   3.2 Contractor agrees not to perform any work or provide additional goods and services to City that would cause the total cost of the Goods and Services provided by Contractor to City hereunder to exceed the Contract Price, unless City has previously agreed, in writing, to pay an amount in excess

thereof.

3.3 Final Payment. Final payment, constituting the entire unpaid balance of the Contract Price, including any retainage, shall be paid by City to Contractor within ninety-one (91) days after it has become due and payable. Final payment to Contractor shall not become due and payable until and unless all Goods and Services are delivered, and all Work for the Project is otherwise fully completed and performed in accordance with the Contract Documents and is satisfactory to and approved by City.

3.4 Effect of Final Payment. The making of final payment shall constitute a waiver of Claims by City except those arising from:

a. Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
b. Failure of the Work to comply with the requirements of the Contract Documents;
c. Terms of special warranties required by the Contract Documents;
d. Claims previously made in writing and remaining unsettled as of the date of final payment;
e. Claims by City attributable to defective work or prior corrective work, appearing after final inspection;
f. Failure of the Work to comply with the requirements of the Contract Documents;
g. City claims and other rights arising under the terms of any general or special warranties, guarantees or maintenance bonds specified by the Contract Documents or arising thereunder; and
h. City claims and other rights with respect to Contractor's and Surety's continuing obligations under the Contract and the Contract Document.

3.5 Acceptance by Contractor of any sum tendered by City as final payment shall constitute a waiver of all claims by Contractor with respect to this Agreement, except those claims authorized by this Agreement, previously made in writing and submitted in a timely manner, and specifically identified and reserved by Contractor as unresolved in the application for final payment.

4. CONTRACT DOCUMENTS:

4.1 Scope of Work. Contractor agrees to provide all labor, goods, material, shipping, receiving, supervision, services, supplies, machinery, equipment, storage and any necessary rigging as required for the Project as set forth in the attached Exhibit "A" and any references, addenda and/or attachments thereto, Project Manual (if applicable), City of Carmel General Conditions, City of Carmel Supplementary Conditions, and all applicable Drawings and Specifications (collectively "Contract Documents"), all of such Contract Documents are fully incorporated herein. Contractor acknowledges that all referenced Contract Documents are a part of this Agreement.

4.2 Contractor Site and Document Review. Contractor acknowledges that it has had an adequate opportunity to examine sufficiently to its satisfaction the site of the Work and to review and/or obtain copies of the Contract Documents and to become fully familiar with them, and that it shall not be excused from any conditions existing and detectable at the site or any provisions set forth in the Contract Documents due to any lack of knowledge or understanding of the existence or contents thereof at the time of executing this Agreement. Contractor acknowledges the Contract Documents to be suitable for Contractor's Work and sufficient for their intended purpose, and agrees to perform the Work and to complete the same for the Contract Price and within the Project timeline, in full and strict accordance with the Contract Documents and to City's satisfaction, and that it will perform the

Work so as not to violate any term, covenant or condition of the Contract Documents or applicable codes and laws.

4.3 All Drawings, Specifications and other items defined herein as Contract Documents that have been prepared for the Project and furnished to Contractor by or on behalf of City or other third party are without any representation or warranty by the City as to the acceptability, accuracy or suitability thereof for the Work. City makes no representation or warranty to Contractor concerning the acceptability, accuracy or completeness of the Contract Documents or other information and data prepared by persons other than City, and accordingly, City shall have no liability to Contractor with respect to any patent or latent defects, deficiencies, errors and omissions therein.

4.4 Contractor represents that it has reviewed the Contract Documents, visited the site and provided City with written notice of any concerns or necessary clarifications resulting from these reviews and investigations prior to submitting its proposal or bid to City and executing this Agreement. Contractor waives the right to request and increase in the Contract Price or extension of the Project completion deadline as a result of its failure to raise such concerns or clarifications with City.

4.5 Intent of the Contract Documents. The Contract Documents shall be deemed to include and require all items and aspects of labor, material, equipment, services and transportation incidental to or necessary for the proper and efficient execution and completion of the Work as it relates to the Project. The Contract Documents are complementary, and what is required by any one document shall be as binding as if required by all. Work not specifically covered in the Contract Documents or which is subject to question and interpretation because of conflicts, duplications or ambiguities may, at City's option, be required of Contractor if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the results intended by this Agreement. As such, any part of the Work shown on Drawings but not specifically mentioned in the Specifications or vice versa shall be considered as part of the Work, the same as though included in both.

4.6 Shop Drawings and Submittals. Contractor shall submit shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other contractors or subcontractors. If Contractor shall make changes in design, including dimensional changes, either through shop drawings or actual field work, it shall accept the responsibility for the structural and functional adequacy of such changes and their acceptance by City or Project's architect. Any structural or functional inadequacies which may develop because of such changes shall be remedied by Contractor unless such change is specifically included in a change order.

4.7 Taxes. As a public, municipal entity, the City of Carmel, and its various departments, are exempt from sales and compensating use taxes on all tangible personal property (materials, equipment and components) pursuant to the law of the State of Indiana. Contractor shall not include any charges representing such taxes on any invoices hereunder. Contractor shall be responsible for all franchise fees and taxes of any kind whatsoever.

5. WARRANTY:

5.1 In addition to all warranties required by Contract Documents, Contractor expressly warrants that the Goods and Services/the Work covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Contractor by City and/or by Contractor to and accepted by City, all of which documents are incorporated herein by

reference, and that the Goods and Services/the Work will be delivered and/or performed in a timely, good and workmanlike manner and free from defect. Contractor 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 Contractor based upon City's stated use and are fit and sufficient for their particular purpose.

5.2 Further, Contractor warrants to City that materials and equipment furnished under the Contract Documents will be of the best quality and new unless the Contract Documents require or permit otherwise. The performance of the Work shall not limit, void or otherwise compromise or diminish any equipment or manufacturer warranty that is to be issued under the Contract Documents. Goods, Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5.3 Contractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (i) rejected by City or Architect, or (ii) known, observed or discovered at any time by Contractor, City or Architect to be defective or failing to conform to the Contract Documents and shall pay City for all expenses incurred in any delay caused by remedying defective or otherwise nonconforming Work.

5.4 If within two (2) years after final completion of the Project, or such longer period as established with respect to Contractor's obligations under the Contract Documents, the Work or any portion thereof is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so. Contractor's obligations under this Section shall survive completion and acceptance of the Work and Project and termination of the Agreement.

5.5 Any and all warranties which are available on any material or equipment or other service which is part of the Work will be provided to City at no additional cost. Upon completion of the Work, Contractor shall assign to City all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to City. Contractor shall furnish City with copies of all warranties, guarantees, operating manuals relative to equipment installed, and a complete set of reproducible drawings with all field changes noted on them relating to the improvements constructed under the Contract. The assignment of such manufacturer and supplier warranties shall not relieve Contractor of any of its own warranty obligations under this Article, which shall remain in full force and effect.

5.6 Notwithstanding anything to the contrary contained in Contract Documents with respect to warranties, it is understood and agreed that the foregoing warranties and guarantees shall not affect, limit or impair City's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by City within such warranty period. Contractor shall be and remain liable and responsible to correct and cure any such latent defects which are reported to Contractor by City in writing within ninety (90) days after such latent defect first appears or could, by the exercise of reasonable care and due diligence, be

ascertained or discovered by City. City's warranty rights and remedies with respect to latent defects shall remain in full force and effect and for the same duration as with any other warranty provided in this Article or otherwise available or prescribed by law.

6. TIME AND PERFORMANCE:

6.1 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.

6.2 Contractor shall continuously monitor the construction schedule and advise City on a regular basis of the status of Contractor's progress with respect to such schedule at any time City's representative requests Contractor to do so, including the furnishing of information on the status of shop drawings, samples, submittals and materials, machinery or equipment which may be in the course of preparation of manufacture.

6.3 If, in the opinion of City, Contractor is behind schedule in the performance of the Work or is failing, without cause, to maintain progress of the Work or to conform to the general progress of all work for the Project, Contractor agrees that it shall, at its own expense, perform such overtime work, use extra labor, and undertake all other means necessary to bring the Work back on schedule.

6.4 If there are any conflicting times or durations for action, submissions, notices or responses thereto by Contractor between or among the Contract Documents, the controlling time or duration for such action, submissions, notices or responses thereto by Contractor shall be the earlier of such times and shorter of such durations, unless City expressly agrees in writing otherwise.

7. MEANS AND METHODS:

Contractor is responsible for the means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with provision of Goods and Services and related work under the Contract Documents. At all times during performance of the Work, Contractor shall maintain and designate to City adequate, experienced and cooperative supervisory personnel, including a full-time on-site project manager or superintendent if required by Contract Document or federal, state or local laws, rules and regulations. City shall not have control over or charge of, and shall not be responsible for, means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the performance of the Work by Contractor and shall not be responsible for any omission or failure on the part of the Contractor to properly perform its obligations. Contractor shall be responsible to City for Contractor's negligent acts or omissions or failure to perform.

8. DISCLOSURE AND WARNINGS:

If requested by City, Contractor 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, Contractor 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.

9. PROTECTION OF WORK:

Contractor shall at its own expense take all necessary precautions to protect the work of other trades from any damage caused by Contractor's operations, and watch over, care for and protect from damage or injury

by any cause whatsoever, all of Contractor's Work, complete or otherwise, and all of its materials, supplies, tools, machinery and equipment at or near the Project.

10. SUBCONTRACTS:
By appropriate agreement, written where legally required for validity, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities, including the responsibility for safety of Contractor's Work, which Contractor, by these Contract Documents, assumes toward City. Each subcontract agreement shall preserve and protect the rights of City under the Contract Documents with respect to the Work to be performed by subcontractor so that contracting thereof will not prejudice such rights, and shall allow to subcontractor, unless specifically provided otherwise in the contract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against City. Where appropriate, Contractor shall require each subcontractor to enter into similar agreements with its subcontractors.

11. LIENS:
Contractor 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 Contractor 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 Contractor's sole cost and expense.

12. DEFAULT:
In the event Contractor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Contractor'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 Contractor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

13. INSURANCE AND INDEMNIFICATION:
13.1 Contractor 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 Contractor 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 Contractor'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. Contractor 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. Contractor 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 Contractor's provision of Goods and Services pursuant to or under this Agreement or Contractor's use of City property.

13.2 Notwithstanding any other provision of this Agreement to the contrary, should any policy required by the Contract Documents be canceled or otherwise terminated before the completion of the Work hereunder, Contractor shall exert all reasonable efforts to procure and maintain in force similar insurance from insurers satisfactory to City and provide certificates of such insurance to City upon its written request. Should Contractor fail or neglect to provide the required insurance, or allow any required coverage to lapse, City shall have the right, but not the duty, to provide such insurance and deduct the cost thereof from any money due to Contractor any and all premiums paid by City for and on account of said insurance. The policy or policies, and each certificate of insurance, shall further provide that the insurance will not be cancelled by the Insurer or the limits of liability reduced by endorsement prior to at least thirty (30) days after written notice by certified mail of such cancellation or change has been provided by the respective insurer to City. No less than fourteen (14) days prior to the expiration, cancellation or termination of any such policy, Contractor shall supply City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of the original policy and coverage, with such new or replacement policy and endorsements in the same manner and for the same coverage and amounts in favor of City as set forth in this Paragraph.

13.3 Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City and all of its officers, directors and employees, from and against all claims, suits, demands, causes of action, damages, losses, costs and expenses, including reasonable attorney's and Contractor's fees and expenses, but only to the extent caused by Contractor's negligent performance of the Work under this Agreement, or occasioned by any breach or nonperformance of its terms, provided that any such claim, suit, demand, cause of action, damage, loss, cost, fees or expense: (a) is attributable to bodily injury, sickness, disease or death, or patent infringement, or injury to or destruction of tangible or real property, including the loss of use thereof and consequential damages resulting therefrom, or is attributable to damages from economic harm or loss; and (b) is caused in whole or in part by any negligent act or omission, wrongful act, or other breach of duty of Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether such claim, suit, damage, loss, cost or expense is caused in part by any joint, several or comparative, but not sole, negligent act or omission, of City.

13.4 The foregoing obligations of Contractor shall not be affected or limited in any way by any insurance required of or provided to Contractor under the Agreement. The indemnification and hold harmless obligations as provided herein shall not negate, abridge or otherwise reduce any other right and remedy of City or obligation of indemnity by Contractor which would otherwise exist in favor of City under this Agreement.

14. GOVERNMENT COMPLIANCE:
Contractor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Contractor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Contractor 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.

15. NONDISCRIMINATION:
Contractor 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.

16. 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"), Contractor 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, **Contractor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Contractor 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 Contractor 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.

17. OWNERSHIP AND USE OF DOCUMENTS:
The Reports, Recommendations, Analyses, Surveys, Data, Calculations, Drawings, Schedules, Specifications and other documents prepared or employed by Contractor during the course of furnishing the Work to City under this Agreement shall be and become the property of the City, whether the Project is completed or not; accordingly, such materials may be used by the City for information and reference and in connection with City's involvement on the Project. Such items and documents may also be used by City for completion of the Project or work with respect thereto by others if Contractor is in default under this Agreement, in which case Contractor shall provide City with reproducible copies of such reports, recommendations, analyses, surveys, data, calculations, drawings, schedules, specifications and other documents for such use but shall not be obligated to sign, certify or seal such copies. Contractor may utilize the name, images or descriptions of the Project in its promotional and marketing materials, except that it shall not utilize, publish or advertise any unique or distinctive components of the design, drawings or specifications for the Project in such promotional and marketing materials without first obtaining the written consent of City. Contractor will have no liability to City arising from City's use or alteration of the above-referenced documents on any unrelated project.

18. 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.

19. NON-ASSIGNMENT:
Contractor 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.

20. RELATIONSHIP OF PARTIES:
The relationship of the parties hereto shall be as provided for in this Agreement, and neither Contractor 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 Contractor under or pursuant to this Agreement.

21. GOVERNING LAW; CONFLICT RESOLUTION:

21.1 General. City and Contractor are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, City and Contractor each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

City and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but if not otherwise specified by applicable law, within not more than ten (10) years after the date of Substantial Completion of the Work.

All Contract Documents are to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions.

21.2 Litigation. Claims, disputes and other matters in controversy arising out of or related to this Agreement, not otherwise resolved in accordance with the provisions above, 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, and any hearing, trial or conference shall take place in that locale, unless agreed to otherwise in writing by City and Contractor. City and Contractor consent to the choice of law, the choice of dispute resolution designated by them, venue as provided herein, and to personal jurisdiction over each of them as provided herein and waive any right to object to the exercise of personal jurisdiction by the court and to exclusive venue in this locale.

Any award, judgment or agreement in settlement of a dispute concerning such matters and resulting from negotiations or litigation in which City and Contractor are parties or participants shall be as binding upon surety as though surety were named and joined in such proceeding, provided that Contractor has been given a reasonable opportunity to join, participate, assist or provide supporting evidence in the presentation of any claim, defense or other issue in controversy that is settled or resolved thereby.

21.3 Continuation of Work. Provided City continues to make payments of amounts not in dispute, no dispute under this Paragraph shall interfere with the progress of the Work, and Contractor shall proceed with furnishing the Work, including disputed performance, despite the existence of, and without awaiting the resolution of, any such dispute. The failure or refusal of Contractor to continue performing under such circumstances shall constitute a default under this Agreement.

21.4 Claims Against Third Parties. In any instance or proceeding whereby any claim, dispute or other matter in controversy between City and Contractor involves, arises from or gives rise to a similar claim, dispute or other matter in controversy as between City and another third-party, Contractor shall furnish and present to City non-privileged evidence, documentation and other information to support its claim, defense or other position with respect thereto.

21.5 Waiver of Consequential Damages. Contractor waives any claims against City for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by Contractor for principal office expenses, including the compensation of personnel stationed there and other components of home office overhead, for losses of financing, business and reputation, for

loss of management or employee productivity or of the services of such persons and for loss of profit except anticipated profit arising directly from the Work being performed hereunder. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement.

22. 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.

23. 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 Engineering Department One Civic Square Carmel, Indiana 46032	**AND**	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Contractor:	E & B Paving, LLC 17042 Middletown Avenue Noblesville, Indiana 46060		

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.

24. TERMINATION:
24.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Contractor, immediately terminate this Agreement for cause, in the event of a default hereunder by Contractor 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, Contractor 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 Contract Price amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

24.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Contractor. In the event of such termination, Contractor 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 Contract Price amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

25. REPRESENTATIONS AND AUTHORITY TO EXECUTE:
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.

26. FINAL COMPLETION AND CLOSEOUT:
In addition to any requirements for final completion and closeout listed in General and Supplementary Conditions, as a condition of final payment and Contract closeout, Contractor certifies or shall submit to City the following:

a. Contractor certifies that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which City or City's property might be responsible or encumbered, (less amounts withheld by the City) have been paid or otherwise satisfied;
b. Any applicable Contractor guarantees and warranties;
c. A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect;
d. Consent of surety, if any, to final payment;
e. As-constructed record copy of the Contract Documents marked to indicate field changes and selections made during construction;
f. If applicable, all manufacturer's warranties, product data, testing and/or inspection results or reports, and maintenance and operations manuals;
g. If required by City, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by City;
h. Any other submittals required by the Contract Documents; and
i. Satisfactory evidence that any claims or liens filed have been discharged or satisfied. If an architect, a consultant, or a subcontractor, or other person or entity providing services or work for the Contractor, refuses to furnish a release or waiver required by City, the Contractor may furnish a bond satisfactory to the City to indemnify City against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Contractor shall refund to City all money that City may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorney's fees.

27. TERM:
Unless otherwise terminated in accordance with the termination provisions under Contract Documents hereinabove, this Agreement shall be in effect from the Effective Date through satisfactory completion of the Work and delivery of all Goods and Services according to the established schedule.

28. 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.

29. 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.

30. NO THIRD PARTY BENEFICIARIES:
This Agreement gives no rights or benefits to anyone other than City and Contractor.

31. DEBARMENT AND SUSPENSION:
31.1 The Contractor 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 Contractor.

31.2 The Contractor 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 Contractor 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.

32. PRIOR WORK:
In the event that Contractor has delivered any Goods and Services and/or performed any of the Work under this Agreement prior to the date of this Agreement, pursuant to an authorization to proceed or verbal directive issued by City to Contractor or a letter of intent or verbal understanding entered into by and between City and Contractor, this Agreement and all of the terms and conditions thereof, including the payment obligations of City for such prior deliveries and/or performance, shall govern such prior deliveries and/or performance to the same extent as though they were performed or delivered after the date hereof, and any amounts that were earned by Contractor and paid by City to Contractor, or earned by Contractor and still to be paid by City to Contractor, for such other previously delivered Goods and Services or performed Work, shall be applied as a credit against Contractor's overall compensation under this Agreement.

33. RIGHT TO ATTORNEY FEES:
In the event City employs attorneys or incurs other expenses it may deem necessary to protect or enforce its rights under the Agreement where Contractor is in default or breach of the Agreement, or City otherwise is required to undertake performance of Contractor's obligations hereunder because of Contractor's failure or refusal to perform, Contractor agrees to pay the attorney fees, costs and expenses so incurred by City. Furthermore, wherever in the Agreement Contractor agrees to pay expenses incurred by City such expenses shall include, but are not limited to, attorney fees incurred by City.

34. DRUG FREE WORK SITE:
Contractor and its employees shall comply with all provisions of the Drug Free Workplace Act of 1988 as amended. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Contractor is responsible for the development implementation, administration and enforcement of a formal substance abuse policy ("Substance Abuse Policy") which, as, a minimum, meets the standards set forth by the City.

35. COMPLIANCE WITH IND. CODE § 5-16-13:
To the extent that this Project and Agreement is subject to the requirements of Indiana Code § 5-16-13 *et seq.*, which are incorporated by reference as if fully restated herein, Contractor shall comply with all applicable requirements set forth therein.

36. ACCESS TO PUBLIC RECORDS ACT:
Contractor 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 the Contract, whether the same is in the

possession or control of Contractor or 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.

37. COMPETING LAWS:
As between inconsistent provisions among Federal, State and local laws, Contractor should generally comply with the more stringent requirement, unless a Federal law, rule or regulation requires that the affected Federal provision be observed, notwithstanding the existence of a more stringent applicable State or local requirement.

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

39. 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.

40. ENTIRE AGREEMENT:
This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Contractor 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.

E & B Paving, LLC
Engineering Department - 2026
Appropriation #2200 0 44-628.71 2022 Bond Fund; P.O. #119340
Contract Not To Exceed $1,587,938.28

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:

_____
Laura Campbell, Presiding Officer
Date: _____

_____
James Barlow, Member
Date: _____

_____
Alan Potasnik, Member
Date: _____

ATTEST:

_____
Jacob Quinn, Clerk
Date: _____

E & B Paving, LLC

By: Steve Broermann
Authorized Signature

Steve Broermann
Printed Name

Area Manager
Title

FID/TIN: 35-1139301

Date: 2/9/26

Exhibit A

CARMEL

City of Carmel
Engineering
Bradley Pease, City Engineer
One Civic Square, Carmel, IN 46032

[E & B PAVING, LLC] RESPONSE DOCUMENT REPORT

IFB No. 22-ENG-03
116th Street and Hoover Road Roundabout Construction
RESPONSE DEADLINE: February 4, 2026 at 9:00 am
Report Generated: Wednesday, February 4, 2026

E & B Paving, LLC Response

CONTACT INFORMATION

Company:
E & B Paving, LLC

Email:
chad.hartwick@ebpaving.com

Contact:
Chad Hartwick

Address:
10500 Kincaid Drive
Fishers, IN 46037

Phone:
(765) 623-2722

Website:
www.ebpaving.com

Submission Date:
Feb 3, 2026 11:03 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. BIDDER INFORMATION

I CERTIFY THAT I, THE INDIVIDUAL RESPONDING TO THIS IFB, AM AN AUTHORIZED REPRESENTATIVE WITH THE AUTHORITY TO CERTIFY AND SUBMIT THE FOLLOWING LEGALLY BINDING STATEMENTS IN THIS RESPONSE ON BEHALF OF MY COMPANY.*
Confirmed

AUTHORIZED REPRESENTATIVE CONTACT INFORMATION:*
Please enter name, title, phone and email of the authorized representative

E&B Paving LLC

Chad J. Harwick

Corporate Estimator

765-623-2722

chad.hartwick@ebpaving.com

BIDDER IS A/AN:*
Indiana Corporation

IF YOU SELECTED OTHER, PLEASE EXPLAIN BELOW:
n/a

IS THE BIDDER A FOREIGN CORPORATION?*
No

2. BID PROPOSAL

BID PROPOSAL CONFIRMATION*
The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in the pricing table. The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in pricing table of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the OWNER and ENGINEER cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Contract.

Confirmed

CONTRACT DOCUMENTS CONFIRMATION*
The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Standard General Conditions and incorporates such Contract Documents herein by reference.

Confirmed

DO YOU HAVE ANY EXCEPTIONS TO THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS?*
No

FINANCIAL STATEMENT*
Attachment of Bidder's financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to OWNER must be specific enough in detail so that

OWNER can make a proper determination of the Bidder's capability for completing the Work/Project if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Form 96, entitled "CONTRACTOR'S BID FOR PUBLIC WORK". Completed Form 96 shall be uploaded with the Financial Statement.

Form_96_-_Carmel_116th_&_Hoover_Rd.pdf

ADDITIONAL DECLARATIONS*

A. Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Carmel reserves the right to collect a penalty as provided in IC 5-16-6-1 for any person discriminated against.

B. The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

Confirmed

3. NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT*

The individual person(s) executing this Bid Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from Bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

Confirmed

SIGNATURE AND NOTARIZATION*
Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Signature.pdf

Signature_-_Carmel_116th_&_Hoover_Rd.pdf

4. BID BOND

BID BOND*
Please download the below documents, complete, and upload.

- BID_BOND.pdf

Bid_Bond_-_Carmel_116th_&_Hoover_Rd_(1).pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CONSTRUCTION ENGINEERING	1	LS	$26,954.06	$26,954.06
2	MOBILIZATION AND DEMOBILIZATION	1	LS	$33,000.00	$33,000.00
3	CLEARING RIGHT OF WAY	1	LS	$20,000.00	$20,000.00
4	EXCAVATION, COMMON	2,495	CYS	$40.00	$99,800.00
5	BORROW	4,010	CYS	$0.01	$40.10

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	TEMPORARY INLET PROTECTION	29	EACH	$90.21	$2,616.09
7	TEMPORARY MULCH	5	TON	$510.00	$2,550.00
8	TEMPORARY SILT FENCE	1,318	LFT	$2.00	$2,636.00
9	NO. 2 STONE	100	TON	$27.05	$2,705.00
10	TEMPORARY GEOTEXTILE	235	SYS	$2.00	$470.00
11	TEMPORARY SEED MIXTURE	247	LBS	$3.30	$815.10
12	PUMP AROUND	1	EACH	$6,355.27	$6,355.27
13	SUBGRADE TREATMENT, TYPE II	276	SYS	$23.60	$6,513.60
14	SUBGRADE TREATMENT, TYPE III	732	SYS	$4.70	$3,440.40
15	SUBGRADE TREATMENT, TYPE IC	5,003	SYS	$23.00	$115,069.00
16	STRUCTURE BACKFILL, TYPE 2	413	CYS	$72.56	$29,967.28
17	STRUCTURE BACKFILL, TYPE 5	15	CYS	$142.50	$2,137.50
18	COMPACTED AGGREGATE NO. 53	192	CYS	$83.46	$16,024.32
19	HMA SURFACE, TYPE "C", 9.5mm	280	TON	$123.00	$34,440.00
20	HMA INTERMEDIATE, TYPE "C", 19.0mm	466	TON	$87.00	$40,542.00
21	HMA BASE, TYPE "C", 25.0mm	1,275	TON	$78.00	$99,450.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	JOINT ADHESIVE	3,662	LFT	$0.30	$1,098.60
23	HMA INTERMEDIATE, TYPE "C", OG, 19.0 mm	575	TON	$75.00	$43,125.00
24	ASPHALT FOR TACK COAT	4	TON	$0.01	$0.04
25	BASE SEAL	4	TON	$100.00	$400.00
26	COLORED AND JOINTED CONCRETE, TRUCK APRON, 7 IN.	269	SYS	$140.00	$37,660.00
27	HMA FOR SIDEWALK	135	TON	$148.00	$19,980.00
28	CURB RAMP, CONCRETE	68	SYS	$160.00	$10,880.00
29	DETECTABLE WARNING SURFACES	9	SYS	$162.00	$1,458.00
30	RAISED PEDESTRIAN CROSSING	81	SYS	$218.00	$17,658.00
31	STRAIGHT CONCRETE CURB	439	LFT	$35.00	$15,365.00
32	STRAIGHT CONCRETE CURB, MODIFIED	252	LFT	$26.00	$6,552.00
33	CENTER CURB, TYPE D	11	SYS	$300.00	$3,300.00
34	CURB AND GUTTER, CONCRETE TYPE II	2,027	LFT	$25.00	$50,675.00
35	ROLL CURB FOR TRUCK APRON	340	LFT	$20.00	$6,800.00
36	PCCP FOR APPROACHES, 6 IN.	276	SYS	$52.00	$14,352.00
37	MAILBOX ASSEMBLY, REMOVE AND RESET	1	EACH	$600.00	$600.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
38	MONUMENT, SECTION CORNER	2	EACH	$1,275.00	$2,550.00
39	BENCH MARK POST	1	EACH	$1,000.00	$1,000.00
40	RIPRAP, CLASS 1	18	TON	$105.83	$1,904.94
41	RIPRAP, REVETMENT	2	TON	$121.78	$243.56
42	DECORATIVE STONE	22	TON	$275.00	$6,050.00
43	GEOTEXTILE FOR RIPRAP TYPE 1A	190	SYS	$4.33	$822.70
44	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	1	EACH	$250.00	$250.00
45	MULCHED SEEDING U	3,980	SYS	$0.90	$3,582.00
46	TOPSOIL	565	CYS	$80.23	$45,329.95
47	SODDING, NURSERY	1,176	SYS	$4.50	$5,292.00
48	COMPOST AMENDED SOIL	65	CYS	$115.00	$7,475.00
49	MULCH HARDWOOD SHREDDED BARK	25	CYS	$100.00	$2,500.00
50	MASONRY WALL	69	LFT	$920.77	$63,533.13
51	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	6	EACH	$525.00	$3,150.00
52	PLANT, PERENNIAL	179	EACH	$42.50	$7,607.50
53	IRRIGATION SYSTEM	1	LS	$23,600.00	$23,600.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
54	CONCRETE MOW STRIP	150	LFT	$26.00	$3,900.00
55	FIELD OFFICE, B	6	MOS	$1,964.56	$11,787.36
56	UNDERDRAIN, 6 IN.	2,056	LFT	$8.90	$18,298.40
57	PIPE, TYPE 2, CIRCULAR, 12 IN.	842	LFT	$52.40	$44,120.80
58	PIPE, TYPE 2, CIRCULAR, 15 IN.	228	LFT	$56.28	$12,831.84
59	PIPE, TYPE 3, CIRCULAR, 12 IN.	18	LFT	$55.75	$1,003.50
60	CONNECTION, 16 IN.	2	EACH	$14,202.69	$28,405.38
61	CONCRETE ANCHOR, MIN. AREA 5.1 SFT	2	EACH	$2,537.09	$5,074.18
62	PIPE, TYPE 1, DEFORMED, MIN. AREA 5.1 SFT	92	LFT	$174.53	$16,056.76
63	VIDEO INSPECTION FOR PIPE	1,174	LFT	$2.80	$3,287.20
64	PIPE END SECTION, DIAMETER 12 IN.	2	EACH	$1,182.81	$2,365.62
65	PIPE END SECTION, DIAMETER 15 IN.	1	EACH	$1,525.52	$1,525.52
66	TAPPING VALVE, 16 IN.	1	EACH	$29,633.47	$29,633.47
67	WATER MAIN, DUCTILE IRON, 16 IN.	358	LFT	$232.81	$83,345.98
68	BUTTERFLY VALVE, 16 IN.	1	EACH	$6,879.10	$6,879.10
69	REMOVE AND RETIRE VALVE	1	EACH	$958.05	$958.05

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
70	VIDEO INSPECTION FOR UNDERDRAINS	2,056	LFT	$1.60	$3,289.60
71	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	1,503	SYS	$4.10	$6,162.30
72	AGGREGATE FOR UNDERDRAINS	141	CYS	$80.50	$11,350.50
73	CASTING, INLET, ADJUST TO GRADE	1	EACH	$1,319.56	$1,319.56
74	INLET, E7	2	EACH	$2,432.13	$4,864.26
75	INLET, J10	9	EACH	$2,738.45	$24,646.05
76	INLET, M10	8	EACH	$2,738.45	$21,907.60
77	MANHOLE, C4	4	EACH	$3,506.01	$14,024.04
78	MANHOLE, C10	7	EACH	$3,600.30	$25,202.10
79	MANHOLE, C7	1	EACH	$3,626.01	$3,626.01
80	CONSTRUCTION SIGN, C	4	EACH	$250.00	$1,000.00
81	ROAD CLOSURE SIGN ASSEMBLY	6	EACH	$300.00	$1,800.00
82	DETOUR ROUTE MARKER ASSEMBLY	33	EACH	$120.00	$3,960.00
83	CONSTRUCTION SIGN, A	6	EACH	$185.00	$1,110.00
84	CONSTRUCTION SIGN, B	1	EACH	$110.00	$110.00
85	MAINTAINING TRAFFIC	1	LS	$5,653.71	$5,653.71

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
86	BARRICADE, III-A	108	LFT	$16.00	$1,728.00
87	BARRICADE, III-B	108	LFT	$16.00	$1,728.00
88	TEMPORARY PEDESTRIAN CHANNELIZER	10	LFT	$25.00	$250.00
89	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	144	LFT	$33.00	$4,752.00
90	SIGN, SHEET, WITH LEGEND, 0.080 IN.	61	SFT	$35.00	$2,135.00
91	SIGN, SHEET, WITH LEGEND, 0.100 IN.	21	SFT	$37.00	$777.00
92	DECORATIVE STREET SIGN ASSEMBLY, INSTALLED	3	EACH	$1,500.00	$4,500.00
93	CONTROLLER CABINET FOUNDATION, P1 MODIFIED	1	EACH	$3,100.00	$3,100.00
94	BULK 4 SERIES HANDHOLE	1	EACH	$2,500.00	$2,500.00
95	CONTROLLER CABINET, P1, MODIFIED	1	EACH	$15,000.00	$15,000.00
96	(2) 1.25" CONDUIT, PVC, SCHEDULE 80	497	LFT	$32.00	$15,904.00
97	(1) 1.25" CONDUIT, PVC, SCHEDULE 80	134	LFT	$30.00	$4,020.00
98	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	3	EACH	$9,500.00	$28,500.00
99	2" CONDUIT, PVC, SCHEDULE 80	204	LFT	$35.00	$7,140.00
100	2" CONDUIT, PVC, SCHEDULE 80 (UNDISTRIBUTED)	203	LFT	$35.00	$7,105.00
101	4" CONDUIT, PVC, SCHEDULE 80	175	LFT	$39.00	$6,825.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
102	HANDHOLE, LIGHTING	4	EACH	$2,000.00	$8,000.00
103	LUMINAIRE ORNAMENTAL	6	EACH	$3,900.00	$23,400.00
104	LIGHT POLE ORNAMENTAL (BREAKAWAY BASE)	3	EACH	$9,100.00	$27,300.00
105	LIGHT POLE ORNAMENTAL (NON-BREAKAWAY BASE)	3	EACH	$7,300.00	$21,900.00
106	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	700	LFT	$26.00	$18,200.00
107	LIGHTING FOUNDATION, CONVENTIONAL POLE, CONCRETE WITHGROUNDING	6	EACH	$3,500.00	$21,000.00
108	HANDHOLE, IRRIGATION	1	EACH	$1,500.00	$1,500.00
109	SERVICE POINT, II	1	EACH	$2,000.00	$2,000.00
110	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	800	LFT	$1.75	$1,400.00
111	CONNECTOR KIT, UNFUSED	6	EACH	$55.00	$330.00
112	CONNECTOR KIT, FUSED	6	EACH	$55.00	$330.00
113	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	10	EACH	$25.00	$250.00
114	MULTIPLE COMPRESSION FITTING, WATERPROOFED	4	EACH	$50.00	$200.00
115	INSULATION LINK, NON-WATERPROOFED	15	EACH	$25.00	$375.00
116	INSULATION LINK, WATERPROOFED	16	EACH	$50.00	$800.00
117	SIGN, UNDERPASS, AND ROADWAY LIGHTING LOCATION IDENTIFICATION	6	EACH	$150.00	$900.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
118	TRANSVERSE MARKING, THERMOPLASTIC, "SHARKS TEETH," YIELD LINE, WHITE	46	LFT	$21.00	$966.00
119	LINE, THERMOPLASTIC, DOTTED, WHITE, 8-IN., 2-FT. LINE, 2-FT. GAP	43	LFT	$3.75	$161.25
120	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	115	LFT	$1.20	$138.00
121	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	2,205	LFT	$1.00	$2,205.00
122	SNOWPLOWABLE RAISED PAVEMENT MARKER	13	EACH	$50.00	$650.00
123	TRANSVERSE MARKING, MULTI-COMPONENT, PEDESTRIAN CROSSING	2	EACH	$75.00	$150.00
TOTAL					$1,587,938.28

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I
(To be completed for all bids. Please type or print)

Date *(month, day, year)*: 2/4/2026

1. Governmental Unit (Owner): Board of Public Works & Safety for the City of Carmel, Hamilton County, Indiana
2. County : Hamilton
3. Bidder (Firm): E&B Paving LLC

   Address: 10500 Kincaid Drive

   City/State/ZIPcode: Fishers, IN 46037
4. Telephone Number: (317) 773-4132
5. Agent of Bidder *(if applicable)*: Chad Hartwick

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 116th St. & Hoover Rd. Roundabout Construction - Project 22-ENG-03 (Governmental Unit) in accordance with plans and specifications prepared by City of Carmel Engineering _____ and dated 1/11/2026 for the sum of see attached unit price sheet $ see attached unit price sheet

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

(For projects of $150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Public Works & Safety for the City of Carmel, Hamilton County, Indiana

Bidder (Firm) E&B Paving LLC

Date *(month, day, year):* February 4, 2026

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
8,064,293.00	Road Reconstruction	2024	R-39293 - US 35 Pavement Replacement
6,734,083.00	Road Reconstructioin	2024	R-43184 US 6, Dekalb Co
6,265,024.00	Road Reconstruction	2024	R-39366 - SR 42 Mooresville
11,221,350.00	Road Reconstruction	2024	KYTC I-65 Rehab Buillitt-Hardin Co

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
196,647,630.00	Road Reconstruction	2026	INDOT R-38526 I-465 & I-69 ClearPath
22,198,410.00	Road Reconstruction	2025	LMAIA East Terminal Apron Exp.
23,752,380.00	Road Reconstruction	2025	R-42463-D I-69 CPR, Allen Co
93,605,100.00	Road Reconstruction	2025	R-41841 I-65 ATL Boone Co North

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Pepper Construction

Pulte Homes

Beazer Communities

Republic Development

Boomerang Development

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per plans and Specification

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

List provided upon request

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Yes, List provided upon request

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

E & B Paving, LLC has over 1,000 pieces of equipment. List provided upon request

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Fishers, IN this 4th day of February, 2026

E&B PAVING, LLC
(Name of Organization)

By _____

Chad Hartwick, Corporate Estimator
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Hamilton)

OFFICIAL SEAL
LAURA BETH BLEVINS
COMMISSION NUMBER NP0745792
NOTARY PUBLIC-STATE OF INDIANA
MADISON COUNTY
MY COMM. EXPIRES JAN 02, 2031

Before me, a Notary Public, personally appeared the above-named Chad Hartwick and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 4th day of February, 2026.

Laura Beth Blevins
Notary Public

My Commission Expires: 1/2/2031

County of Residence: Madison

BID OF

E&B Paving, LLC

(Contractor)

10500 Kincaid Drive

(Address)

Fishers, IN 46037

FOR

PUBLIC WORKS PROJECTS

OF

116th St. & Hoover Rd. RAB Construction

Project 22-ENG-03



Filed February 4, 2026

Action taken

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Bid Proposal. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Bidders Name: E & B Paving, LLC

Written Signature:

Printed Name: Chad Hartwick

Title: Corporate Estimator

SEAL

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Hamilton

OFFICIAL SEAL
LAURA BETH BLEVINS
COMMISSION NUMBER NP0745792
NOTARY PUBLIC-STATE OF INDIANA
MADISON COUNTY
MY COMM. EXPIRES JAN 02, 2031

Subscribed and sworn to before me this 4th day of February, 20 26.

My commission expires: 1/2/2031

(Signed) Laura Beth Blevins

Printed: Laura Beth Blevins

Residing in Madison County, State of Indiana

BID BOND
City of Carmel

Instructions To Bidders

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by OWNER/Obligee.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": E & B Paving, LLC

and

"Surety": [Name] Continental Casualty Company

[Address] 151 N. Franklin Street, Chicago, IL 60606

a corporation chartered and existing under the laws of the State of IL, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Carmel, Indiana ("Obligee") in the full and just sum equal to ten percent (10%) of the total price stated in the pricing table, including accepted alternates, if any, to be paid upon demand of the Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents. Ten percent (10%) of the price stated in the Bid Proposal is $ 158,793.83 .

WHEREAS, the Obligee has solicited Bids for certain Work for or in furtherance of construction of public improvements described generally as

PROJECT NAME
Project Number
Project Description

116th Street and Hoover Road Roundabout Construction; 22-ENG-03

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

WHEREAS, the Bidder has submitted to the Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other Documentation required by the Contract Documents to be delivered to Obligee prior to commencing Work, including without limitation a sufficient and satisfactory Performance Bond and Payment Bond payable to Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediately pay to the Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed this 4th day of February, 2026.

This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.

"Bidder"	E & B Paving, LLC	"Surety"	Continental Casualty Company
By:		By:	
Printed:	Steve Broermann, Area Manager	Printed:	Kathryn R. Postma, Attorney-in-Fact
		Countersigned:	N/A

E & B PAVING, LLC SEAL

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

_____
Signature

_____
Printed Name

EXHIBIT C
INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	$1,000,000 each employee
Bodily Injury by Accident/Disease:	$1,000,000 each accident
Bodily Injury by Accident/Disease:	$1,000,000 policy limit
Commercial General Liability:	
General Aggregate Limit (other than Products/Completed Operations):	$6,000,000
Products/Completed Operations:	$5,000,000
Personal & Advertising Injury	
Each Occurrence Limit:	$5,000,000
Comprehensive Auto Liability (owned, hired and non-owned)	
Bodily Injury and Property Damage:	$5,000,000 each occurrence
Umbrella Excess Liability	

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

EXHIBIT D

AFFIDAVIT

Steve Broermann, 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 E&B Paving LLC (the "Employer")

   in the position of Area Manager.

3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.

4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.

5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 9th day of February, 2026.

Printed: Steve Broermann

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: Steve Broermann

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119340

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
2/5/2026			**T0002120**	**Goods and Services Agreement - 22-ENG-03**

VENDOR
E & B PAVING INC
17042 MIDDLETOWN AVE
NOBLESVILLE, IN 46060 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108329				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **2200** *Fund:* **0** **2022 Bond**				
Account: **44-628.71**				
1	**Each**	**22-ENG-03 - 116th St and Hoover Road RAB - Construction**	**1,587,938.28**	**$1,587,938.28**
			Sub Total	**$1,587,938.28**

CITY OF CARMEL
INDIANA

Send Invoice To:
City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$1,587,938.28**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

TITLE

Bradley Pease
Director

Zac Jackson
CFO

CONTROL NO. 119340

Total Administrative Services Corporation
Human Resources Department - 2026
Appropriation # Fund; P.O.#

APPROVED
By Sergey Grechukhin at 3:48 pm, Feb 10, 2026

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 Total Administrative Services Corporation an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the subscription goods and/or services (the "Goods and Services") from the Vendor as outlined in the attached Exhibit A, and 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 as outlined in the Proposed Fees, which is part of the Exhibit A (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 substantially the same information as in 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. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*

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. Intentionally Omitted.

7. Intentionally Omitted.

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 with the exception of Automotive and Workers Compensation, , 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.
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 ofWisconsin, 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.

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 HR Department 30 W Main Street, Suite 200 Carmel, Indiana 46032	**AND**	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Total Administrative Services Corporation COMPANY ADDRESS City, State, Zip		

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES:

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

22. TERM:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date until terminated by either party pursuant to the terms of this Agreement.

23. HEADINGS:

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

24. BINDING EFFECT:

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

25. NO THIRD PARTY BENEFICIARIES:

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

26. DEBARMENT AND SUSPENSION:

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

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible

for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

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

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

29. ACCESS TO PUBLIC RECORDS ACT:
Vendor understands and agrees that any "public record", as the term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of the Contract, whether the same is in the possession or control of Vendor or 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.

30. SUSPENSION OF SERVICES:
A. Suspension due to security or integrity threats. Vendor agrees to provide at least twelve (12) hours notice to the City if any suspension of services or good deliveries will be necessary due to a threat to the technical security or technical integrity of the services or delivery systems.

B. Suspension due to payment dispute. If the Parties are having a billing or payment dispute, Vendor shall not suspend the services under the Agreements between the Parties until such disputes is resolved or Agreements between the Parties are terminated.

31. DATA TRANSFER UPON TERMINATION:
Upon termination of the Agreement, and if Vendor possesses any City digital data or electronic content (collectively "Customer Data and Content"), Vendor shall not delete and shall allow the City to download and export all such Customer Data and Content held in the services by Vendor for ninety (90) days following termination.

32. LIMITATION ON USE OF CUSTOMER DATA AND CONTENT:
Vendor shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in this Agreement or any subsequent agreements between the Parties. All use of Customer Data and Content by Vendor must comply with all applicable federal, state, and local laws, rules, and regulations.

33. MARKETING:
Any Vendor press-releases announcing the partnership between the Parties, shall be coordinated with the City's marketing department.

34. DATA AND INFORMATION PROTECTION:

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Vendor's employees; and (ii) the Vendor's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Vendor to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

B. Standard of Care.

i. Vendor acknowledges and agrees that, during the term of the Agreement, Vendor may create, receive, or have access to Personal Information. For any Personal Information, Vendor shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Vendor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.

ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Vendor.

iii. Vendor agrees and covenants that it shall:

a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

b. Not create, collect, receive, access, or use Personal Information in violation of law;

c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and

d. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.

iv. Vendor shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.

v. At a minimum, Vendor's safeguards for the protection of Personal Information shall include:

a. Limiting access of Personal Information to Authorized Persons;

b. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;

c. Implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;

d. Implementing authentication and access controls within media, applications, operating systems, and equipment;

e. Encrypting Highly Sensitive Personal Information stored on any media;

f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;

g. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Vendor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;

h. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and

i. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Vendor's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Vendor shall:

i. Notify the City of a Security Breach as soon as practicable, but no later than ten (10) days hours after the Vendor becomes aware of it;

ii. At its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Vendor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation;

iii. Maintain and preserve all documents, records, and other data related to any Security Breach;

iv. Fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal or Confidential Information.

D. Cyber Liability Insurance.
Vendor shall maintain cyber liability insurance coverage of not less than $1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses

35. 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, including, but not limited to, TASC Purchaser

Detail Application, TASC Universal Subscription Agreement, Business Associate Agreement, TASC COBRA Administration Late Submission or Back-dating Addendum 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

by and through its Board of Public Works and Safety

By:

_____
Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

Total Administrative Services Corporation

By:

Kathleen Murphy
Authorized Signature

Kathleen Murphy
Printed Name

EVP of Customer Service
Title

FID/TIN: 39-1561025

Date: 02/05/2026

PROPOSAL PREPARED FOR

City of Carmel

Total Administrative Services Corporation

Date Submitted:
September 19, 2025

SUBMITTED TO:

Jennifer Stites



PREPARED BY:

Amy Klesk
Regional Sales Director
Amy.Klesk@tasconline.com
608-316-2423 phone
317-979-0170 mobile

TC-6131-073025

WHY TASC

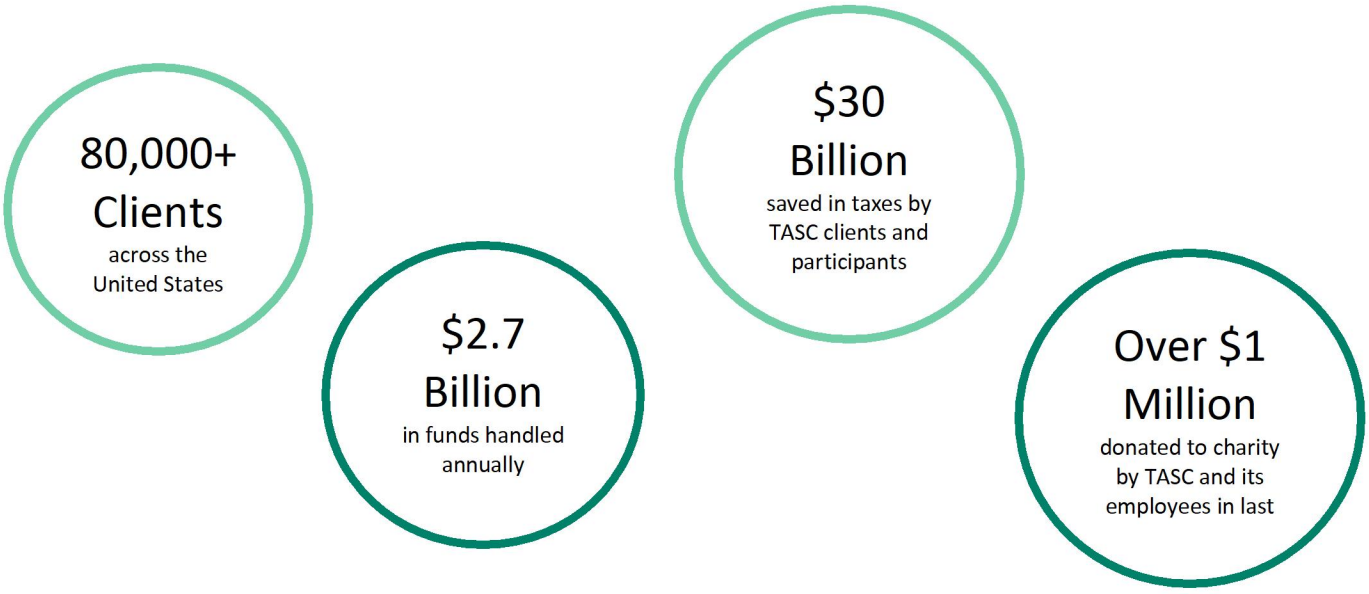
It started with a desire to help a friend.
Total Administrative Services Corporation (TASC) was founded on a simple belief: regular people should be able to receive the same tax advantages as large corporations.

In the process, we brought simplicity to one of the most complicated systems in the world: the US tax code. The solution worked so well, we continued to invent products that transformed the lives of farmers and other entrepreneurs, their families, and their communities. And we're still in the life-changing business for employers of all sizes, in all markets, today.

After more than 50 years in the benefit administration industry, our conviction is stronger than ever. We've discovered a new way to remove complexity, a new way to help Americans pay less tax and invest more in their health and prosperity.

We are committed to understanding our clients' needs and ambitions and will configure a solution, whether they have one employee or one million. Because when Americans have more money to spend, when they invest in their health, when they have the tools to support their families, when they give back to their communities, when they save and grow, **we all benefit.**

We're proud to help more than 80,000+ organizations offer benefit accounts to millions of their employees all across the US. That's a lot of money saved, a lot of people helped, and a lot of good to share.



Introducing MyTASC

Our customers asked for it, and we delivered it!

MyTASC is a single sign-on platform that combines our Continuation Services (COBRA) with our Universal Benefit Accounts (UBA) accounts. This *smart solution* offers an "endless aisle" option to meet your evolving business needs. Not only does it provide ease to the employer, but it is also employee centric. It allows the employee to respond to and manage diverse needs of the workforce at any life stage and throughout all phases of the employment life cycle.

With MyTASC, Employers Can Now…

1. **Build a Benefit Plan to Meet Your Unique Needs:**	Have the flexibility to customize benefit offerings that meets unique and evolving workforce needs.
2. **Remove Complexity:**	Make it easy to reap maximum tax savings and navigate benefit rules and regulations.
3. **Save Time and Money**	Manage all benefits with one card, one website, one app – an all-access pass to maximize efficiency and value.



Single Sign-On with Access to Everything. Your UBA benefit plan and continuation accounts within one experience means no more toggling between systems!



Better, More Responsive Service. Integration of all systems makes service requests easier and allows those requests to funnel into one customer service flow. Making administration straight-forward and response times more palatable.



Participants Pay *Their* Way. Participants can use TASC Card or any other major credit/debit card for premium payments, set up auto-pay or choose to print and send coupons with check via mail - and they can do it "on the go" through the app!



Integrated Web-based & Mobile Participant Experience. All accounts are accessible in ways that work for the participant.



Industry-Leading Security. 24-hour back-up and 30-day back-up storage from ransomware; Role-based and Biometric security across all offerings.

WHY UNIVERSAL BENEFIT ACCOUNT?

Take pride in choosing a groundbreaking benefits solution that returns value to your company.

For most employers, benefit accounts are separate, based on no single vendor having a total comprehensive solution. In fact, most employers still use 'siloed' platforms today with separate vendors, separate systems and processes, separate cards to pay with, separate websites and logins, and separate passwords to remember. That's no fun!

83% say a seamless experience across all devices is important [1]

TASC decided to take a different approach. A **single way** to focus on the universal outcome that all benefit accounts share: easy access to your accounts with the technology that life demands!

Thus, Universal Benefit Account (UBA) was born.

This forward-thinking approach will set you apart and give you access to features that matter:

93% say benefit customization is a *"must have"* or *"nice to have"* feature [2]

- ✓ ***Attract and retain top talent.*** Show employees you care with a benefits experience built around their needs. Easily build a benefit plan that sets you apart in the marketplace. Choose from FSA, HSA, HRA and over 50 other benefits plus add your continuation accounts (like COBRA, Retiree Billing, State Continuation) all on one instantly configurable platform.
- ✓ ***Simplify administration.*** When a regulation changes or your needs evolve, there are no new contracts to sign or employee data to recapture. Simply turn on a new benefit that is seamlessly integrated into our platform.
- ✓ ***Confidence in a trusted partner.*** Our solution and commitment is backed by over 45 years of industry experience. We invest in you because we know how important your investment is to your business and employees.

But don't take our word for it, check out what some TASC clients have to say about their experience!

"TASC Healthcare and Dependent Care FSA is very helpful to our employees so they use less of their disposable income and save money on their medical and childcare expenses. I love the mobile app. It is super easy to use and the information you need is always quick and easily accessible."

"It's easy to use, there are several easy options to get reimbursed, and the online system is rather user-friendly. Customer service is great, and having used it over several years I highly recommend it as an FSA plan."

[1] Society for Human Resource Management Employee Benefits Survey; March 2018
[2] MetLife Employee Benefit Trends; 2021

WHAT SETS UBA APART FROM THE OTHERS...

Our commitment to excellence and innovation extends far beyond the clients we serve.

We help organizations of all sizes focus more on employees and culture and less on administrative tasks. We listen to employers and their employees and respond with innovative solutions that integrate technology, tailored customer service, and quick, transparent processing. No matter how the industry changes or your needs evolve, we'll be here to listen and grow alongside you.



Robust Service Offerings: From Universal Benefit Account, to Continuation, to Compliance– TASC has you covered!



Best-In-Class Onboarding: Every new TASC UBA client receives an Implementation Call to ensure a quicker, easier, and more accurate implementation of their benefit and compliance programs with TASC.



Endless Aisle: The endless aisle showcases the power of UBA. With 50+ existing benefit accounts and continuation services, TASC will always be positioned to stand up an infinite number of accounts based on client, market, or legislative needs.



Audit Guarantee: Our Audit Guarantee gives our clients and distributors peace of mind knowing TASC stands behind our offering and will support our client in the event of an audit.



Fastest Access to Funds: MyCash is the fastest reimbursement model in the benefit administration industry and reimburses participants within hours of their claims submission and approval. Plus, COBRA participants can use their MyCash account to pay their premiums.



Access to Plan Advisors: Current UBA clients will have access to an advisor, who can help you plan, select and tackle important employee benefit account decisions as your business evolves.

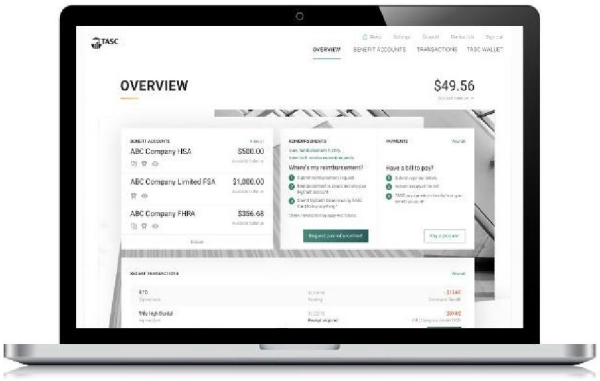


Participants Save with beneshop™: beneshop™ makes shopping for healthcare products easier and more affordable. Your participants can shop FSA/HSA eligible items on Beneshop from their mobile app all while saving more money!

ONE UNIVERSAL EXPERIENCE

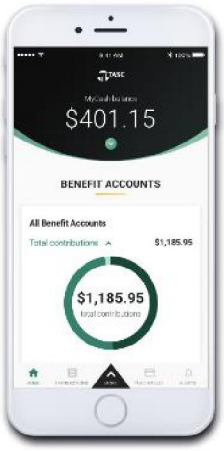
The MyTASC platform delivers a single, consistent, intuitive experience across all devices and services, for HR and employees alike.

Imagine the time and money savings by integrating all your benefit and continuation accounts on one platform. Self-service tools across an intuitive employee digital experience also help replace calls to HR and drives engagement.



ONE Web Portal

✓ One-stop, online access to **all** enrolled accounts.
✓ Help is a click or call away. Get the **support you need**, anytime and anywhere with support requests!
✓ Easily preform routine **functions on-demand** like add, enroll and terminate employees in a benefit plan.
✓ Access to **robust reporting**! Clients can access reports on enrollment, funding, participant balance summary, and month-end statement suite!
✓ **EDI feeds** from a variety of systems. Simplify enrollment, eligibility management, and payroll deductions.



ONE Mobile App

✓No need for a shoe-box full of receipts. Keep them in one convenient place with **Receipt Repository**.
✓Stay informed on where and how your benefit dollars are being used with Alerts.
✓Take a picture of your bill and submit. We'll pay it with the **Picture to Pay the Provider** feature on the app.
✓Easy 24/7 secure access to benefit information with One Password or **Fingerprint Touch ID**.
✓Lost or misplaced your TASC Card? Use your app to quickly and easily lock or unlock access with **TASC Card Lock**.
✓Participants can easily **pay their COBRA premiums** via the app!



ONE Card

✓ Pay for benefit expenses out-of-pocket and we **reimburse you within 24 hours**.
✓ The **TASC Wallet** is for all your benefits. Swipe your card and its smart enough to know which accounts to draw funds from automatically, for qualified and other expenses.
✓ Use your TASC card to get access to **MyCash** with ATM Locator.

The TASC Card is issued by Pathward®, N.A., Member FDIC, pursuant to license by Mastercard® International Incorporated. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

THINK *BEYOND* TRADITIONAL BENEFITS

With the MyTASC platform, choose from a growing list or endless aisle of Universal Benefit Accounts and continuation accounts to configure a custom benefit plan that meets the unique needs of prospective hires and current employees, by recognizing their individuality and meeting them where they are in life. Employers can now manage their diverse workforce in every stage of life and employment.

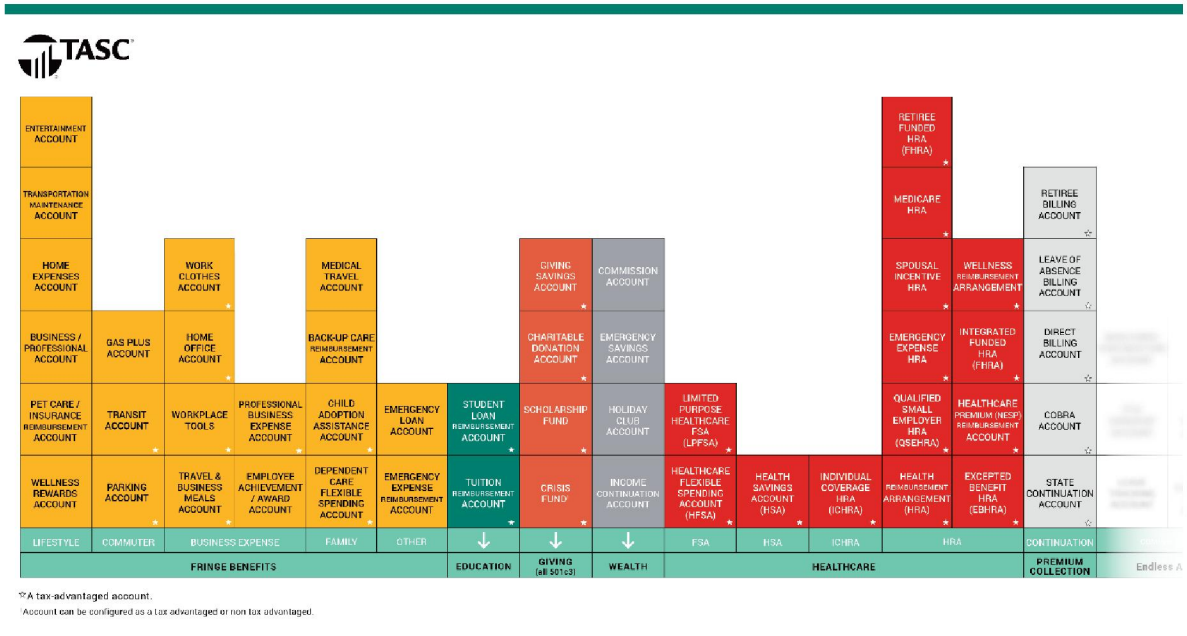
Focus on what matters most, creating a unique benefit plan your employees will love!

1. **Begin by setting yourself apart from the competition with fringe benefits,** accounts that reimburse employees for expenses associated with raising a family, commuting, and doing their job: dependent care, transit, pet care, and home office supplies. Fringe accounts help you stand out to job seekers who are considering your company.

2. **Next, consider wellness, education and giving accounts** that reward healthy living, higher education and a philanthropical heart. These accounts create a positive culture, showing you care about your employees and have their best interests in mind.

3. **Top off your benefit package traditional healthcare accounts** that help your employees dramatically save on everyday medical, dental and vision expenses. These are the basic benefits that employees have come to expect from top employers like Healthcare FSA, HRAs, HSAs and more!

4. **Finally, ensure your organization is compliant with continuation regulations** by adding COBRA administration which extends group health benefits to employees (and their families) who lose health benefits due to specific qualifying events.



THINK BEYOND TRADITIONAL BENEFITS

UNIVERSAL BENEFIT ACCOUNT OPTIONS

Select all the UBA accounts to be quoted in this sales proposal:

HEALTHCARE	**Flexible Spending Accounts (FSA)**	☒	Healthcare FSA		
		☒	Limited Purpose Healthcare FSA (LPFSA)		
	Health Savings Account (HSA)	☐	Health Savings Account (HSA)		
	Health Reimbursement Arrangements (HRA)	☐	Health Reimbursement Arrangement (HRA)	☐	Medicare HRA
		☐	Integrated Funded HRA (Integrated FHRA)	☐	Spousal Incentive HRA
		☐	Retiree Funded HRA (Retiree FHRA)	☐	Emergency Expense HRA
		☐	Individual Coverage HRA (ICHRA)		
		☐	Excepted Benefit HRA (EBHRA)		
		☐	Qualified Small Employer HRA (QSEHRA)		
		☐	Wellness Reimbursement Arrangement		
		☐	Healthcare Premium (NESP) Reimbursement Account		
		☐	Healthcare Premium Reimbursement Arrangement *(Employer-Only Funded)*		
FRINGE	**Family Accounts**	☒	Dependent Care FSA		
		☐	Back-up Care Reimbursement Account		
		☐	Child Adoption Assistance Account		
		☐	Medical Travel Account		
	Lifestyle Accounts	☐	Entertainment Account		
		☐	Transportation Maintenance Account		
		☐	Home Expense Account		
		☐	Pet Care/Insurance Reimbursement Account		
		☐	Wellness Rewards Account		
		☐	Business/Professional Account		
	Commuter	☐	Parking Account		
		☐	Transit Account		
		☐	Bike Account		
		☐	Gas Plus Account		
	Other	☐	Emergency Medical Credit Account		
		☐	Emergency Medical Loan Account		
	Accountable Plans (Business Expense Accounts)	☐	Professional Business Expense Account		
		☐	Home Office Account		
		☐	Travel and Business Meals Account		
		☐	Work Clothes Account		
		☐	Workplace Tools Account		
		☐	Employee Achievement/Award Account		
ED	**Education Accounts**	☐	Tuition Reimbursement Account		
		☐	Student Loan Reimbursement Account		
GIVE	**Giving Accounts**	☐	Crisis Fund	☐	Giving Savings Account
		☐	Scholarship Fund	☐	Charitable Donation Account
WEALTH	**Wealth Accounts**	☐	Commission Account	☐	Holiday Club Account
		☐	Emergency Savings Account	☐	Income Continuation Account

TOTAL # OF ACCOUNTS SELECTED:	3

Healthcare FSA - Tax Advantaged Account

A Healthcare Flexible Spending Account (FSA) offers a valuable way for employees to save on rising healthcare costs by setting aside pretax funds for eligible healthcare expenses.

Healthcare FSAs are among the nation's leading employer-sponsored benefit programs. Both employer and employees save payroll taxes for each and every dollar that is contributed. This is the easiest way for employees to take advantage of tax-free dollars for eligible health, dental, and vision expenses.

Participant Benefits	Employer Benefits
Save an estimated 30% on healthcare expenses each year.	Reduce FICA/Payroll taxes by 7.65% for every pretax dollar employees contribute.

How the plan works...

Eligibility

An employer must offer group health insurance to offer a Healthcare FSA.

- Employees must meet the eligibility requirements of the employer's plan to be eligible to participate.
- Self-employed individuals (partners, sole proprietors, more-than-2% shareholders in a sub-chapter S Corp and independent contractors) are ineligible to participate.

Enrollment

Eligible employees typically enroll during the annual enrollment period. Mid-year enrollments are possible when eligibility requirements (ex. new hire or qualifying event) are met.

- Mid-year enrollment is possible when eligibility requirements are met. Requirements like:
  - Newly hired employee
  - Employees with status changes/qualifying events

Funding

Healthcare FSAs are funded by pre-tax payroll deductions.

Employee Contributions	Employer Contributions
IRS sets maximum election amounts. (Employers can set lower amounts.) The IRS may change this limit from year to year. For Healthcare FSAs, spouses can each contribute to their own Flexible Spending Account up to their maximum amount, even if the husband-and-wife work for the same employer.	Clients who wish to contribute to their HFSA benefit may choose one of the following options for their plan: • A flat contribution, up to $500, to each participant HFSA account. • A dollar-for-dollar match to each participant's annual HFSA election.

Annual Elections

At enrollment, participants choose an annual election amount. This is the amount they want to contribute to the healthcare FSA for the year. The annual election amount is divided across the number of paychecks throughout the year.

Uniform Coverage Rule: IRS regulations allow for the participant's full annual election for medical out-of-pocket expenses to be available on the first day of the plan year, regardless of contributions made by the participant.

Eligible Expenses

Eligible Section 213(d) healthcare expenses are covered as determined by employer. Typically, all medical expenses (co-pays, deductibles, prescriptions, medical supplies, vision, dental, etc.) that insurance does not cover can be reimbursed by an FSA. Medical FSAs got a lot more flexible with the passing of the 2020 Cares Act. Over the counter (OTC) medications as well as menstrual products are eligible under medical FSAs.

Verification

Participants do need to submit verification with their requests for reimbursement. Non-covered medical services require a letter of medical necessity. Through TASC technology, we have an auto-substantiation rate of 98%, meaning that 98% of claims will not need additional documentation.

Plan Design Options – Summary Plan Description (SPD) Required

Money not used at the end of the plan year is forfeited to the plan, unless Carry Over or a Grace Period and Runout are elected by the employer. See below.

Runout Period	Carryover (optional)	Grace Period (optional)
Runout allows for participants to submit claims with a date of service (DOS) from the previous plan year. Elected by the employer, most commonly set to 90 days from the end of the plan year.	Determined by the employer, allows up to IRS carryover limit or the remaining balance from the previous plan year, whichever amount is less, to be added to the new plan year election. (Employer does not have to allow the full IRS carryover limit but cannot exceed it.)	Determined by the employer, this provides a period of time after the plan year to continue to use funds from the previous plan year for current expenses. Essentially an extension of the plan year and cannot be offered with the Carryover option.

How does TASC differ from the competition?

- We offer unique funding arrangements
- Debit cards **never** turn off for lack of substantiation
- Our auto substantiation rate is higher than other TPAs
- We offer EDI integration with HRIS/ Payroll partners for **NO** additional fee
- Annual non-discrimination assessment included
- Summary Plan Descriptions (SPD) are automatically created

Limited Purpose Healthcare FSA (LPFSA) – Tax Advantaged Account

A Limited Purpose Healthcare FSA (LPFSA) is a healthcare spending account that can only be used for eligible vision and dental expenses. Unlike a Healthcare FSA, a LPFSA can be held at the same time as a Health Savings Account (HSA).

A LPFSA works with a Health Savings Account (HSA). Participants who are enrolled in an HSA may no longer participate in a full-coverage Healthcare FSA. Instead, they are eligible for a Limited-Purpose Healthcare FSA.

Participant Benefits	Employer Benefits
Contribute pretax to Limited Purpose FSA which reduces taxable income and increases take home pay.	Contribute pretax to FSA which reduces taxable income and increases take home pay.

How the plan works...

Eligibility

An employer must offer group health insurance to offer a Limited Purpose Healthcare FSA.

- Employees must meet the eligibility requirements of the employer's plan to be eligible to participate.
- Self-employed individuals (partners, sole proprietors, more-than-2% shareholders in a sub-chapter S Corp and independent contractors) are ineligible to participate.

Enrollment

Eligible employees typically enroll during the annual enrollment period. Mid-year enrollments are possible when eligibility requirements (ex. new hire or qualifying event) are met.

- Mid-year enrollment is possible when eligibility requirements are met. Requirements like:
  - Newly hired employee
  - Employees with status changes/qualifying events

Funding

Limited Purpose Healthcare FSAs are funded by pre-tax payroll deductions.

Employee Contributions	Employer Contributions
IRS sets maximum election amounts. (Employers can set lower amounts.) The IRS may change this limit from year to year. For Limited Purpose Healthcare FSAs, spouses can each contribute to their own Flexible Spending Account up to their maximum amount, even if the husband-and-wife work for the same employer.	Clients who wish to contribute to their Limited Purpose HFSA benefit may choose one of the following options for their plan: • A flat contribution, up to $500, to each participant Limited Purpose HFSA account. • A dollar-for-dollar match to each participant's annual HFSA election.

Annual Elections

At enrollment, participants choose an annual election amount. This is the amount they want to contribute to the Limited Purpose healthcare FSA for the year. The annual election amount is divided across the number of paychecks throughout the year.

Uniform Coverage Rule: IRS regulations allow for the participant's full annual election for medical out-of-pocket expenses to be available on the first day of the plan year, regardless of contributions made by the participant.

Eligible Expenses

Limited Purpose FSAs cover eligible dental and vision expenses as determined by the employer.

Verification and Disbursements

Participants do not need to submit verification with their requests for reimbursement. Non-covered medical services require a letter of medical necessity. Through TASC technology, we have an auto-substantiation rate of 98%, meaning that 98% of claims will not need additional documentation.

Participants can use their TASC card or request a reimbursement online, through the mobile app, or via paper form (mail or fax).

Plan Design Options – Summary Plan Description (SPD) Required

Money not used at the end of the plan year is forfeited to the plan, unless Carry Over or a Grace Period and Runout are elected by the employer. See below.

Runout Period	Carryover (optional)	Grace Period (optional)
Runout allows for participants to submit claims with a date of service (DOS) from the previous plan year. Elected by the employer, most commonly set to 90 days from the end of the plan year.	Determined by the employer, allows up to IRS carryover limit or the remaining balance from the previous plan year, whichever amount is less, to be added to the new plan year election. (Employer does not have to allow the full IRS carryover limit but cannot exceed it.)	Determined by the employer, this provides a period of time after the plan year to continue to use funds from the previous plan year for current expenses. Essentially an extension of the plan year and cannot be offered with the Carryover option.

How does TASC differ from the competition?

- We offer unique funding arrangements
- Debit cards **never** turn off for lack of substantiation
- Our auto substantiation rate is higher than other TPAs
- We offer EDI integration with HRIS/ Payroll partners for **NO** additional fee
- Annual non-discrimination assessment included
- Summary Plan Descriptions (SPD) are automatically created

Dependent Care FSA - Tax Advantaged Account

A Dependent Care Flexible Spending Account allows employees to save on eligible dependent care expenses such as preschool, summer day camp, before/after school programs, and child or adult daycare. Dependent Care FSAs can save participants as much as 30% on dependent care expenses.

Participant Benefits	Employer Benefits
Participants contribute pretax, which reduces taxable income and increases take home pay.	Reduce FICA/Payroll taxes by 7.65% for every pretax dollar employees contribute.

How the plan works...

Eligibility

An employer must offer group health insurance to offer a Healthcare FSA.

- Employees must meet the eligibility requirements of the employer's plan to be eligible to participate.
- Self-employed individuals (partners, sole proprietors, more-than-2% shareholders in a sub-chapter S Corp and independent contractors) are ineligible to participate.

Enrollment

Eligible employees typically enroll during the annual enrollment period. Mid-year enrollments are possible when eligibility requirements (ex. new hire or qualifying event) are met.

- Mid-year enrollment is possible when eligibility requirements are met. Requirements like:
  - Newly hired employee
  - Employees with status changes/qualifying events

Funding

Dependent care FSAs are funded by pre-tax payroll deductions.

Annual Elections

At enrollment, participants choose an annual election amount. This is the amount they want to contribute to the dependent care FSA for the year. The annual election amount is divided across the number of paychecks throughout the year.

Money In, Money Out

Unlike healthcare FSA annual elections, dependent care elections are not available at the beginning of the year. The participant can only be reimbursed for expenses up to the amount they have contributed into their account and currently have available.

Contributions and Limits

The IRS allows for a maximum of $5,000 in contributions per household (not per employee) for the Dependent Care benefit per calendar year. IRS limits are:

- Married and filing jointly: $5,000 per calendar year
- Single parent: $5,000 per calendar year
- Married and filing separately: each parent is allowed $2,500 per calendar year
- Participant's 'earned income' for the calendar year is less than $5,000: amount equal to participant's 'earned income'

- Participant's spouse's 'earned income' is less than $5,000: amount equal to spouse's 'earned income'. (If participant's earned income is also less than $5,000, the IRS maximum is the lesser amount.)
- There are additional special rules for divorced or separated parents

Eligible Expenses

Dependent Care expenses must be work related – allow participant to work, look for work, or attend school full-time. A Dependent Care FSA is used to pay for child daycare or care of a disabled spouse or elderly parent who is a dependent and incapable of self-care.

Eligibility

- Dependents must be under age 13 or a disabled spouse, child or elderly parent who is unable to care for self.
- Plans in which the end of regular enrollment for the plan was before January 31, 2020: The Consolidated Appropriations Act (CAA) increases the age limit for children covered by a Dependent Care FSA from 13 years old to 14 years old for the purposes of receiving funds carried over from the previous plan year.
- Spouse or dependent that is disabled must live with the participant for more than half the year.
- Dependent Care expenses must be work related – allow participant to work, look for work or attend school full-time.
- It cannot be used for out-of-pocket medical expenses for a dependent.

Plan Design Options – Summary Plan Description (SPD) Required

Money not used at the end of the plan year is forfeited to the plan, unless a Grace Period and Runout are elected by the employer. See below.

Runout Period	Grace Period (optional)
Runout allows for participants to submit claims with a date of service (DOS) from the previous plan year. Elected by the employer, most commonly set to 90 days from the end of the plan year.	Determined by the employer, this provides a period of time after the plan year to continue to use funds from the previous plan year for current expenses. Essentially an extension of the plan year and cannot be offered with the Carryover option.

COBRA SERVICE OVERVIEW

TASC offers complete administration and compliance for your COBRA program. We manage all aspects of administration and work closely with employers to ensure seamless plan implementation, accurate ongoing administration, and dependable compliance throughout. TASC takes the burden off the employers and provides peace of mind that their COBRA administration is in complete compliance with all Federal rules and regulations.

ADMINISTRATION SERVICES AND ONLINE CAPABILITIES



As a client of TASC COBRA, you receive a comprehensive menu of administration services and tools designed to simplify the administrative process, reduce your workload, and help increase customer satisfaction. TASC offers paperless administration options for convenient and accessible COBRA processing. Our online system offers a secure environment for your COBRA data that is easy-to-use and loaded with functionality so you can easily view and manage everything related to your plan.

Employer Services Include:

- ✓ Plan Enrollment and Implementation with a simple set-up kit (online or paper):
  - TASC COBRA Administration Manual
  - *Form*: Premium Collection Plan Information
  - *Form*: Employer Notice of a Qualifying Event for COBRA Coverage
- ✓ Processing of Qualifying Event (QE) Elections
- ✓ COBRA Premium Payment Billing and Collection
  - Coupons sent to Participating Qualified Beneficiaries (PQB)
  - Monthly disbursement of premiums to employer
- ✓ All COBRA Notices
  - Notification of Qualifying Events and proof
  - COBRA election notices
  - Notification of Rate and Benefit Changes to Participating Qualified Beneficiaries (PQBs)
  - Communication to dependents
- ✓ Direct communication with terminated employees
- ✓ Full Account Reporting (online)
- ✓ Easy-to-understand account activity reports

COBRA Compliance Services Include:

- ✓ A Compliance Reference Manual
- ✓ Proof of qualifying event notification
- ✓ Establishment of election and payment receipt deadlines
- ✓ Maintenance of records on all COBRA correspondence

Online Capabilities with MyTASC:

- ✓ Enter Participating Qualified Beneficiary (PQB)
  - Personal demographic, dependent information, and eligible benefits
- ✓ Enter New Employees
- ✓ View Existing Employee List
- ✓ Search for COBRA Eligible Employees
- ✓ Submit a COBRA Qualifying Event (QE)
- ✓ Request a Department of Labor (DOL) Initial Notice
- ✓ Access Online Reports and Participating Qualified Beneficiary (PQB) List
- ✓ Continuee app or portal for COBRA participants:
  - Pay premiums online or by mobile app (one-time or recurring)
  - Print payment coupons
  - Update demographic information and add dependents
  - View copies of correspondence

Plus, with MyTASC:

- ✓ Single sign-on with access to all benefit accounts managed by TASC – no more toggling through multiple systems
- ✓ Integration through one website and one app for the employer and the participant



PARTNER WITH TASC

Now that you picked the right Universal Benefit Accounts for your unique benefit plan, it's time to price it out. Thankfully, TASC UBA provides a straightforward approach to pricing, which makes it easy to buy and manage benefits as your needs evolve. All TASC clients follow this simplified process:

Annual Membership Fee
Gain access to TASC's expert administrative and customer service support as well as our self-service online administration portal, the TASC Card, Mobile App, MyCash, Picture to Pay the Provider, and more.

Level Options and Monthly Fee
Select the number of accounts you want to include within your desired benefit plan. Your plan becomes more cost-effective with each new account that you add, and our unlimited option provides access to everything we offer.

- **Level 1: One** benefit account
- **Level 2: Two, three or four** benefit accounts
- **Level 3: Unlimited** benefit accounts



Proposed Fees for: City of Carmel

Estimated Number of Employees:	750	Plan Start Date:	01/01/2026

UBA Annual Membership Fee	**$400**

Includes:

- ☑ Access to TASC's expert administrative and customer service support
- ☑ Cloud-based secure online portal
- ☑ TASC Card
- ☑ Employee Mobile app
- ☑ MyCash Account with Give Now
- ☑ Picture to Pay / Pay the Provider
- ☑ Audit Guarantee

UBA Monthly Administration Fee *(per Participant, per Month)* *Based on total number of employees included with annual census and selected level*	**$3.52**
Monthly Minimum Fee *(apply if greater than PPPM fee)*	**$75.00**

Selected ***(based on # of accounts)*****:**

☐ **Level 1** (one account) ☒ **Level 2** (two-four accounts) ☐ **Level 3** (unlimited accounts)

FSA, LPFSA, Dependent Care

COBRA Set-Up Fee (one-time charge)	**WAIVED**

Based on a single location.

Includes:

- ☑ Initial establishment of the Plan on TASC's specialized COBRA software.
- ☑ Delivery of Employer Enrollment Package containing all of the necessary forms and instructions.
- ☑ Coordination with the employer and if necessary, with Insurance Carriers.
- ☑ Toll-free employer and Qualified Beneficiary support and consultation.

COBRA Administration Fee (per Benefit Eligible Employee, per Month)	**$0.50**

Based on the number of employees eligible for the employer's benefit plan(s), per month.

Includes:

- ☑ Access to MyTASC portal and mobile app (integrated with your UBA benefit accounts)
- ☑ Mail Qualifying Event Notifications to qualified beneficiaries.
- ☑ Process and Adjudicate COBRA Elections.
- ☑ Process Monthly Premium Collections.
- ☑ Initial Rights Notification letters.
- ☑ Issue monthly insurance premium payment to Employers.
- ☑ Provide Employers with online Account Management Reports.

COBRA Minimum Monthly Administration Fee	**$250**
COBRA Annual Renewal Fee (per year)	**WAIVED**
Qualified Beneficiary Takeover Fee (one-time charge)	**$30**

Includes:

- ☑ Audit/Takeover of current COBRA participants.
- ☑ Coordination of collection of premiums from the current qualified beneficiaries.

Additional Services & Fees

Carrier Notifications: when PQB enrolls/terminates COBRA .....included
Mail Open Enrollment material.....$15 per packet

GUARANTEES: The pricing presented in this proposal is guaranteed for 90 days.

Any and all information in this TASC proposal is confidential and can be used for the sole purpose of placing a client with TASC. Any disclosure of this information to any other third party is a breach of the TASC Agency Agreement(s) and will cause losses to TASC. TASC will immediately terminate any agreement with any person who discloses the information to an unauthorized third person and seek immediate reimbursement for any loss attributable to the disclosure.

Universal Subscription Agreement (USA)
TASC PURCHASER DETAIL APPLICATION

GENERAL BUSINESS INFORMATION

Business Legal Name:	City of Carmel	EIN #: *(Must match legal business name)*	
DBA:			
Federal Filing Status:	☐ C-Corp ☐ S-Corp ☐ Partnership ☐ Sole Proprietor ☐ Non-Profit ☐ LLC ☐ Other		
Multi-Employer Group: (check all that apply – if none apply, click N/A)	☐ PEO ☐ MEWA ☐ Joint Employer ☐ Integrated Employer ☐ ASO ☐ Controlled Group ☐ Governmental Entity ☐ Municipality ☐ N/A		
If the PEO box is checked above, select PEO type(s) here:	☐ PEO Classic ☐ PEO with Carve Out ☐ PEO with Administrative Services (ASO) Arrangement		
If the Company is affiliated with a PEO or ASO, identify affiliation type here with required information:	☐ Carve-Out Arrangement PEO or ASO Name: _____ ☐ ASO Arrangement PEO or ASO 12-digit ID No: _____		

Total # of Employees:		Total # of Benefit Eligible Employees: *(medical/dental/vision)*		Total # of Employees Participating in Group Benefit Plans *(medical/dental/vision)*		Estimated # of Universal Benefit Account Participants:	

Nature of Business:		NAICS Code: *(6 digit #)*	
Are you a current TASC Client?	☐ Yes ■ No	If yes, please provide your 12-digit TASC ID:	
Electronic Data Interchange (EDI) File:	☐ Yes ☐ No	>> if yes, provide Vendor Name: _____	
Are there Universal Benefit Account benefit plans that will be a mid-year plan takeover: (coming to TASC after plan year start or grace/runout moving to TASC)	■ No ☐ Yes >> if yes, list benefit plans to be implemented mid-year (typical implementation takes 4-6 weeks): _____		

CLIENT CONTACT INFORMATION

Client Addresses	Street	City	State	Zip
Primary/Physical **(no P.O. Box)**				
Billing Address ***(if different than Primary)***				
Mailing/Shipping ***(if different than Primary)***				

Authorized Contacts			
Contact Type	**Contact Name**	**Email *(Required for Online Access)***	**Phone**
Primary Client Contact			
Billing Client Contact			
Distributor/Broker			

SECTION 1 - TASC BUNDLES

Selected Offerings	One Time Set-Up Fee[1]	Admin Fees	Additional Services and Fees
☐ ERISA, HIPAA, COBRA[1,2,4] COBRA Effective Date with TASC: _____	$ _____	$ _____ Per Employee Per Month $ _____ Monthly Minimum Fee	☐ Late 5500 Filing[3]: $ _____ ☐ Form 5500 Extension[4] $ _____ ☐ Medicare Part D Notice[3] $ _____ ☐ PPACA & ERISA Notices[3] $ _____ ☐ Wrap Document -Indiv/Separate Affiliated Employer[3] $ _____ ☐ PCORI – No Charge ☐ QB Takeover Fee $ _____ Total # of EE's on COBRA _____
☐ ERISA, HIPAA, COBRA, BASIC FMLA EASE[1,2,4] COBRA Effective Date with TASC: _____ FMLA Effective Date with TASC: _____ **If Selected, need to complete BASIC Purchaser Detail for FMLA Ease	$ _____	$ _____ Per Employee Per Month $ _____ Monthly Minimum Fee	☐ Late 5500 Filing[3]: $ _____ ☐ Form 5500 Extension[4] $ _____ ☐ Medicare Part D Notice[3] $ _____ ☐ PPACA & ERISA Notices[3] $ _____ ☐ Wrap Document -Indiv/Separate Affiliated Employer[3] $ _____ ☐ PCORI – No Charge ☐ QB Takeover Fee $ _____ Total # of EE's on COBRA _____ ☐ FMLA Takeover Fee $ _____ Eligibility Determination ☐ Yes ☐ No $ _____
☐ ICHRA Complete Compliance (PCORI, ACA REPORTING, HIPAA COMPLIANCE, COBRA)[1,2,4,,6] COBRA Effective Date with TASC: _____ 1st Year for TASC to do ACA Reporting: _____ 1st Year for TASC to do PCORI Reporting: _____	$ _____	$ _____ Per Employee Per Month $ _____ Monthly Minimum Fee	☐ COBRA QB Takeover Fee $ _____ Total # of EE's on COBRA _____ $ _____ Minimum Fee Per Entity for ACA Reporting
☐ ICHRA Complete Compliance Plus (ERISA, PCORI, ACA REPORTING, HIPAA COMPLIANCE, COBRA)[1,2,6] COBRA Effective Date with TASC: _____ 1st Year for TASC to do ACA Reporting: _____ 1st Year for TASC to do PCORI Reporting: _____	$ _____	$ _____ Per Employee Per Month $ _____ Monthly Minimum Fee	☐ Late 5500 Filing[3]: $ _____ ☐ Form 5500 Extension[4] $ _____ ☐ Medicare Part D Notice[3] $ _____ ☐ PPACA & ERISA Notices[3] $ _____ ☐ Wrap Document -Indiv/Separate Affiliated Employer[3] $ _____ ☐ COBRA QB Takeover Fee $ _____ Total # of EE's on COBRA _____ $ _____ Minimum Fee Per Entity for ACA Reporting

SECTION 2 – UNIVERSAL BENEFIT ACCOUNT (UBA) OFFERING SELECTIONS & FEES

(check all accounts to be included in this application)

Effective Date: _____ Plan Year Start Date: _____ Plan Year End Date: _____ ☐ Custom Contribution Plan

HEALTHCARE	Flexible Spending Accounts (FSA)	☐	Healthcare FSA		
		☐	Limited Purpose Healthcare FSA (LPFSA)		
	Health Reimbursement Arrangements (HRA)	☐	Health Reimbursement Arrangement (HRA)	☐	Spousal Incentive HRA
		☐	Integrated Funded HRA (Integrated FHRA)	☐	Emergency Medical Loan
		☐	Retiree Funded HRA (Retiree FHRA)	☐	Employer Medical Credit
		☐	Medicare HRA	☐	Wellness Rewards Account
		☐	Excepted Benefit HRA (EBHRA)		
		☐	Qualified Small Employer HRA (QSEHRA)		
		☐	Wellness Reimbursement Arrangement		
		☐	Healthcare Premium (NESP) Reimbursement Account		
		☐	Healthcare Premium (NESP) Reimbursement Account *(Employer Only Funded)*		
FRINGE	Family Accounts	☐	Dependent Care FSA	☐	Child Adoption Assistance Account
		☐	Back-up Care Reimbursement Account	☐	Medical Travel Account
	Lifestyle Accounts	☐	Entertainment Account		
		☐	Transportation Maintenance Account		
		☐	Home Expenses Account		
		☐	Pet Care/Insurance Reimbursement Account		
		☐	Wellness Account		
		☐	Business/Professional Account		
	Commuter	☐	Parking Account	☐	Bike Account
		☐	Transit Account	☐	Gas Plus Account
	Other	☐	Emergency Expense Reimbursement Account		
		☐	Emergency Loan Account		
	Accountable Plans (Business Expense Accounts)	☐	Professional Business Expense Account	☐	Home Office Account
		☐	Travel and Business Meals Account	☐	Work Clothes Account
		☐	Employee Achievement/Award Account	☐	Workplace Tools Account
ED	Education Accounts	☐	Tuition Reimbursement Account		
		☐	Student Loan Reimbursement Account		
GIVE	Giving Accounts	☐	Crisis Fund	☐	Giving Savings Account
		☐	Scholarship Fund	☐	Charitable Donation Account
WEALTH	Wealth Accounts	☐	Commission Account	☐	Holiday Club Account
		☐	Emergency Savings Account	☐	Income Continuation Account

Effective Date: _____ Plan Year Start Date: _____ Plan Year End Date: _____

ICHRA	Individual Coverage HRA **ICHRA Addendum Required*	☐	Individual Coverage HRA Accounts **Do not select either NESPs above* Enroller: ☐ Broker Broker Name: _____ Broker Agency: _____ ☐ Strategic Partner

INDIVIDUAL COVERAGE HEALTH REIMBURSEMENT ARRANGEMENT (ICHRA) FEE SUMMARY:

One Time Set-Up Fee	Admin Fee (PEPM*)	Annual Renewal Fee	Monthly Minimum Fee	ICHRA Monthly Consulting Fee (PEPM*)	ICHRA Enrolled
$ _____	$ _____	$ _____	$ _____	$ _____	_____

**Per ICHRA Enrolled Per Month*

Effective Date: _____ **Plan Year Start Date:** _____ **Plan Year End Date:** _____

HSA	Health Savings Account (HSA)	☐	

HEALTH SAVINGS ACCOUNT FEE SUMMARY:

PPPM Admin Fee	PEPM Admin Fee[1]	Monthly Minimum Fee[2]	Annual Membership Fee *(will be invoiced)*	HSA Participant Count
Enter only one				
$ _____	$ _____	$ _____	$ _____	_____

ADD-ON ~~PACKAGES~~ ~~*(check all that apply and enter fee)*~~

☐ ~~Co-Branding Package~~	$ _____ ~~One-Time~~ $ _____ ~~Annually~~
☐ ~~Priority Service Package~~	$ _____ ~~One-Time~~ $ _____ ~~Annually~~
☐ ~~Client Relationship Manager~~	$ _____ ~~One-Time~~ $ _____ ~~Annually~~
☐ ~~Compliance Documents Only (complete **Section A** below and enter total fees here)~~	$ _____ ~~One-Time~~ $ _____ ~~Annually~~
☐ ~~Claims Connex Service (CCX)~~ ~~*Pre-Approval Form TC-6833-082724 required*~~	$ _____ ~~One-Time~~ $ _____ ~~Annually~~
☐ ~~*Other (describe):*~~ _____	$ _____ ~~One-Time~~ $ _____ ~~Annually~~
~~TOTAL~~	$ _____ ~~One-Time~~ $ _____ ~~Annually~~

~~SECTION A: Compliance Documents Add-On~~ ~~– Select the purchased accounts below to add on compliance documents (i.e., SPD):~~ ~~*Check applicable benefit if Compliance Docs are required for bundles*~~

☐	~~Standalone Plans: POP, NESP~~ ~~**N/A for ICHRA*~~	**~~OTHER ACCOUNTS:~~**	
		☐	~~Professional Business Expense Account~~ ~~(Summary Description)~~
~~Section 125 Plan includes POP language:~~		☐	~~Home Office Account~~ ~~(Summary Description)~~
☐	~~Healthcare FSA~~	☐	~~Travel and Business Meals Account~~ ~~(Summary Description)~~
☐	~~Limited Purpose Healthcare FSA~~	☐	~~Work Clothes Account~~ ~~(Summary Description)~~
☐	~~Dependent Care Assistance Plan (DCAP)~~	☐	~~Workplace Tools Account~~ ~~(Summary Description)~~
☐	~~Healthcare Premium (NESP) Reimbursement Acct~~ ~~**N/A for ICHRA*~~	☐	~~Tuition Reimbursement Account~~ ~~(Plan Doc/Summary Description)~~
☐	~~Health Savings Account (HSA)~~	☐	~~Per Diem Meal Account~~ ~~(Summary Description)~~
		☐	~~Child Adoption Assistance Account~~ ~~(Plan Doc/Summary Description)~~
		☐	~~Student Loan Reimbursement~~ ~~(Summary Description)~~
~~Health Reimbursement Arrangements (HRAs):~~			
☐	~~Traditional HRA~~	☐	~~Traditional HRA SBC~~
☐	~~Excepted Benefit HRA (EBHRA)~~	☐	~~Excepted Benefit HRA (EBHRA) SBC~~
☐	~~Wellness HRA~~	☐	~~Wellness HRA SBC~~
☐	~~Emergency Expense HRA (or Limited Purpose HRA)~~	☐	~~Emergency Expense HRA (or Limited Purpose HRA) SBC~~
☐	~~Spousal Incentive HRA~~	☐	~~Spousal Incentive HRA SBC~~
☐	~~Qualified Small Employer HRA (QSEHRA)~~		
☐	~~Medicare HRA~~		

~~UNIVERSAL BENEFIT ACCOUNT FEE SUMMARY[3]:~~

~~Level~~	~~PPPM Admin Fee~~	~~PEPM Admin Fee[1]~~	~~Monthly Minimum Fee[2]~~	~~Annual Membership Fee~~ ~~*(will be invoiced)*~~	~~Crisis/Scholarship Annual Fee~~	~~Fees for Add-On Packages~~ ~~*(from above)*~~
_____	$ _____	$ _____	$ _____	$ _____	$ _____	$ _____

~~[1]*If selected, Employee Census must be provided up front – and updated quarterly*~~
~~[2]*Only applies with PPPM fees*~~
~~[3]*If UBA is part of a bundle or not applicable for this application, enter N/A*~~

SECTION 3 - OFFERINGS & FEES

Selected Offerings	One Time Set-Up Fee[1]	Admin Fees	Additional Services and Fees
Continuation Offerings			
☑ COBRA[2] Effective Date with TASC: _____	$ 0	$ 0.50 Per Benefit Eligible/Month $ 250 Minimum Monthly Fee $ 0 Annual Renewal Fee	☐ TQB Takeover Fee $ 30 ☐ Carrier Notifications (Premium Services EOS Required) $ _____ Total # of TQB Takeovers (employees on COBRA moving to TASC): _____
☐ ~~Retiree Billing~~ ~~Effective Date with TASC:~~ _____	$ _____	$ _____ ~~Per Retiree Billing Participant / Month~~ $ _____ ~~Minimum Monthly Fee~~ $ _____ ~~Annual Renewal Fee~~	☐ ~~Open Enrollment Fee~~ $ _____ ☐ ~~Takeover Fee~~ $ _____ ☐ ~~Carrier Notifications (Premium Services EOS Required)~~ $ _____ ~~Total # of employees on Retiree Billing~~ _____
☐ ~~Direct Billing~~ ~~Effective Date with TASC:~~ _____	$ _____	$ _____ ~~Direct Billing Participant / Month~~ $ _____ ~~Minimum Monthly Fee~~ $ _____ ~~Annual Renewal Fee~~	☐ ~~Open Enrollment Fee~~ $ _____ ☐ ~~Takeover Fee~~ $ _____ ☐ ~~Carrier Notifications (Premium Services EOS Required)~~ $ _____ ~~Total # of employees on Direct Billing~~ _____
☐ ~~Leave of Absence (LOA)~~ ~~Effective Date with TASC:~~ _____	$ _____	$ _____ ~~Leave of Absence (LOA) Participant / Month~~ $ _____ ~~Minimum Monthly Fee~~ $ _____ ~~Annual Renewal Fee~~	☐ ~~Open Enrollment Fee~~ $ _____ ☐ ~~Takeover Fee~~ $ _____ ☐ ~~Carrier Notifications (Premium Services EOS Required)~~ $ _____ ~~Total # of employees on Leave of Absence (LOA)~~ _____
~~Compliance Offerings~~			
☐ ~~ERISA (Full Administration)[3,4]~~	$ _____	$ _____ ~~Annually~~	☐ ~~Late 5500 Filing[3]: $~~ _____ ☐ ~~Form 5500 Extension[4] $~~ _____ ☐ ~~Medicare Part D Notice[3] $~~ _____ ☐ ~~PPACA & ERISA Notices[3] $~~ _____ ☐ ~~Wrap Document–Individual/ Separate Affiliated Employer[3]~~ $ _____ ☐ ~~PCORI – No Charge~~
☐ ~~ERISA Docs Only (100+; no 5500)[3]~~	$ _____	$ _____ ~~Annually~~	
☐ ~~Medicare Part D Notice[3]~~	~~N/A~~	$ _____ ~~Annually~~	
☐ ~~PPACA & ERISA Notices[3]~~	~~N/A~~	$ _____ ~~Annually~~	
☐ ~~PCORI (without ERISA)[2]~~ ~~1st Year for TASC to do PCORI Reporting:~~ _____	~~N/A~~	$ _____ ~~Annually~~	
☐ ~~Form 5500 Preparation[3,4]~~	~~N/A~~	$ _____ ~~Annually~~	☐ ~~Ongoing~~ ☐ ~~One-Time~~ ☐ ~~Form 5500 Extension[4] $~~ _____ ☐ ~~Late 5500 Filing[3]: $~~ _____ ~~*If one-time, must complete the "TASC-USA Addendum-One-Time Form 5500" in addition to the TASC-USA*~~
~~>>>>>>> **COMPLETE FOR FORM 5500**~~	~~When is your deadline for 5500 Due[4]:~~ _____ ~~List Plan Years to be Filed:~~ _____ ~~Detail Plans to be Filed~~ _____ ~~*(Separate Purchaser Details and Fees Apply to each Plan)*~~		

SECTION 3 - OFFERINGS & FEES (Cont.)			
Selected Offerings	**One Time Set-Up Fee**[1]	**Admin Fees**	**Additional Services and Fees**
☐ HIPAA Compliance[3]	N/A	$ _____ 1st Year $ _____ Annually (after 1st Year)	
☐ Non-Discrimination Testing[3] Plan Year Start Date _____ Plan Year End Date _____ **REQUIRED: Check all that apply** ☐ Cafeteria Plan/POP ☐ Tuition Plan ☐ FSA Plan (Health or Dependent Care) ☐ Group Term Life ☐ Self-Insured Health Plan or HRA	 $ _____ $ _____ $ _____ $ _____ $ _____	 $ _____ Annually $ _____ Annually $ _____ Annually $ _____ Annually $ _____ Annually	End of Year/Prior Year[6] $_____ *Fees are assessed for additional testing including but not limited to re-tests, testing late plans and testing required for additional employer classes. Extra Classes to be Tested $ _____ Extra Classes to be Tested $ _____ Extra Classes to be Tested $ _____ Extra Classes to be Tested $ _____ Extra Classes to be Tested $ _____
>>>>>>> **COMPLETE FOR NDT**	Please indicate if you are a member of any of the following: ☐ Yes ☐ No • A Controlled Group of Business Entities under IRS Section 414(b) or (c); • An Affiliated Service Group under IRS Section 414(m); OR • An Arrangement Described under IRS Section 414(o)		
☐ ACA Employer Reporting	$ _____	$ _____ Per Employee Per Month $ _____ Minimum Monthly Fee $ _____ Annual Renewal Fee	$ _____ Minimum Fee Per Entity
Document Only Offerings			
☐ Premium Only Plan (POP)[3] *(must offer group Health plan)* Plan Year Start Date: _____ Plan Year End Date: _____	N/A	$ _____ Annually	
☐ Self-Administration HRA[3] Plan Year Start Date: _____ Plan Year End Date: _____	N/A		

[1] *All set-up fees must be paid with application submission.*
[2] *Application must be received, client implementation call completed, premium collection and qualified beneficiary information received by the 15th of the month prior to the start date*
[3] *All fees listed must be submitted in full at the time of application.*
[4] *If deadline for 5500 is Due within 45 days of application, a Form 5500 extension is needed. If within 15 days of the deadline, the extension may not be an option due to time allowance for new business entry and implementation. The Purchaser is responsible for any fines or penalties that may result in the late submission.*
[5] *Application must be received and client implementation call completed 10 days prior to start date.*
[6] *If plan end date is within 60 days of application, testing will roll to the following plan year. TASC does not recommend testing plans that have ended or at the end of the plan year as this does not allow time to correct any failures In the plan. The purchaser assumes all liability and is responsible for any fines or penalties that may result in the late testing request.*

>>> COMPLETE FOR ERISA SELECTIONS ABOVE	Form 5500 Filing Required? ☐ Yes ☐ No *(Note: Form 5500 is required when your plan has 100 or more employee participants and/or former employee participants (e.g., retirees and those on COBRA) at the beginning of a plan year or when your plan is funded through a trust, regardless of the number of participants. Government entities and Church groups excluded.)* If yes, when is your deadline for 5500 Due (if applicable)[4]: _____ If yes, List Plan Years to be Filed: _____ If yes, Detail Plans to be Filed _____ *(Separate Purchaser Details and Fees Apply to each Plan)* Controlled Groups: Please indicate if you are a member of any of the following: ☐ Yes ☐ No • A Controlled Group of Corporations under Code Section 414(b) • A group of Businesses/Trades under common control under Code Section 414(c); OR • An Affiliated Services Group under Code Section 414(m) If Yes, are benefits/premiums paid from a single source? ☐ Yes ☒ No *(If no, separate Purchaser Details are required for each entity)*
>>>>>>> COMPLETE FOR ACA REPORTING SELECTIONS ABOVE ACA Total Employee Count _____ 1st Year for TASC to do ACA Reporting: _____	Type of Reporting: ☐ Single ALE Reporting ☐ Non-ALE Employer Reporting ☐ Controlled Group Reporting (Aggregated ALE) If Controlled Group Reporting (Aggregated ALE), # of Entities Reporting _____ *(separate application for each required)* **List Additional Reporting Entities**
>>>>>>> COMPLETE FOR COBRA SELECTIONS ABOVE **Check service offering and indicate State plan is underwritten as applicable**	☒ Federal COBRA Only ☐ Federal COBRA & State Continuation (Federal Plus): Indicate State policy is underwritten: ☐ CT ☐ GA ☐ LA ☐ MO ☐ NY ☐ TX ☐ FL ☐ IL ☐ MN ☐ NJ ☐ OR ☐ State Continuation Only: Indicate State policy is underwritten: ☐ AZ ☐ DE ☐ IL ☐ MA ☐ NJ ☐ PA ☐ WI ☐ CO ☐ DC ☐ IA ☐ MN ☐ NY ☐ TX ☐ CT ☐ GA ☐ MD ☐ MO ☐ OH ☐ VA

BILLING INFORMATION

FEES DUE WITH APPLICATION			
	Set-Up Fees	**Annual Admin Fees**	**Additional Fees**
Section 1: Bundles	$ _____	N/A	$ _____
Section 2: Universal Benefit Account	N/A	N/A	N/A
Section 3: Offerings and Fees	$ 0	$ _____	$ _____
TOTAL	$ 0	$ _____	$ _____
TOTAL AMOUNT DUE (Sum of Setup Fees, Annual Admin Fees and Additional Fees)	$ 0		

BILLING INFORMATION (Cont.)

Select a payment method for your fees and complete the following information for the selected payment method:

Payment Method:	**ACH (E-Pay)[2]**	**Invoice**
Total Amount Due with Purchaser Details/ Application Submittal[1]	☐	☐
Administration, Membership, Renewal, and Package Fees	☐	☐
Billing Frequency:	☐ Annually ☐ Quarterly ☐ Monthly (*NOTE: Small Groups with 1-15 employees are Annual only)*	

Banking Information:	**This information will be used to process payments for services rendered**		
Bank Name:		Bank Account Name:	
Bank Routing Number:		Account Number:	
Account Type:	☐ Business Checking ☐ Business Savings		

If banking information is provided, TASC will ACH all fees including setup fees, ongoing Administration, Renewal and Package fees.

Account Funding:
If different bank accounts are required by benefit offering or by division, complete and attach Bank Authorization & Designation Form (TC-6181)

☐ Use same ACH information as banking information above ⇧		**TASC will initiate ACH debits from the bank account and financial institution named in the amount funding section.** Plan funding payments will be electronically deducted from the indicated bank account and automatically submitted on your scheduled contribution dates.
☐ Use different ACH information as per below ⇩		
Bank Name:		
Bank Account Name:		
Bank Routing Number:		
Account Number:		
Account Type:	☐ Business Checking ☐ Business Savings	

[1]Includes, but not limited to; Set-Up Fees for Other Accounts Admin Fees for stand-alone HIPAA, ACA, POP, Self-Admin HRA, Self-Admin FSA, 5500s and Vaccination Verification.

[2]E-Pay is TASC's standard method for submission of *administration fees*. With E-Pay, TASC conveniently deducts your fees from your checking or savings account. Simply complete the box above, signing where indicated. All written debit authorizations must agree that the Payer may revoke the authorization only by first notifying the Originator in the manner specified in the authorization. The language in the authorization represents the disclosure requirement associated with the clarification of OFAC economic sanction policies upon ACH Network Participants.

AUTHORIZATION

The data and information are being provided to implement the services purchased. This data and information are subject to the terms of the TASC Universal Subscription Agreement (USA), including TASC's reliance on its timeliness and accuracy.

Purchaser Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

Distributor/Agent/Broker (Provider) Name:	Apex	TASC Provider ID #:	
TASC Sales Representative (RSD) Name:	Amy Klesk		
List Bill # (if applicable):		Retail Code (If applicable):	
If TASC Provider ID (Broker) ID or TASC Sales Representative (RSD) is unknown please contact TASC Sales inquiries at 1-888-595-2261			

SPECIAL INSTRUCTIONS FOR TASC:

☐ I have reviewed the above application.

TASC Universal Subscription Agreement

Retain this document for your records.

THIS TASC UNIVERSAL SUBSCRIPTION AGREEMENT ("TASC USA") is entered into by and between Total Administrative Services Corporation ("TASC"), a Wisconsin Corporation, headquartered at 2302 International Lane, Madison WI, 53704-3140, and the Entityidentified below, (the "Purchaser").

Entity Name:	City of Carmel	Business Federal ID#:			
Mailing Address: (no PO Box)		City:			
Address Line 2:		State:		Zip:	

This TASC USA is effective on the date entered below, or the date entered online using an electronic signature agreement (the "Effective Date"). This TASC USA applies to all services selected by the Purchaser on the Effective Date or any subsequent date (theservices selected by the Purchaser are referred to hereinafter as the "Subscription Services").

The Purchaser agrees that TASC will provide the Subscription Services in accordance with TASC's Specifications, Purchaser Detail, Manuals, and applicable Terms of Use, which are expressly incorporated by reference into this TASC USA, and which can be providedon request. The Purchaser agrees to pay the fees for the Subscription Services as provided herein ("TASC Fees").

The Purchaser is duly organized, validly existing, and fully authorized to enter into this TASC USA. The individual executing this TASCUSA on behalf of the Purchaser is fully authorized to do so.

By signing below or completing an online electronic signature, the Purchaser certifies that the Purchaser understands and agrees to the terms of this TASC USA, and the Specifications, Purchaser Detail, Manual(s) and Terms of Use.

Purchaser (Entity Name):	
Signature:	
Printed Name:	
Title:	
Effective Date of this TASC USA: (Note: Use the first of the month.)	

PART I: GENERAL TERMS

Scope of Relationship

TASC is and will remain an independent contractor with respect to all services provided. TASC and the Purchaser are not partners or engaged in a joint venture. TASC is not a law firm and is not providing legal, investment or tax advice. All written or verbal communications provided under the terms of this TASC USA and in the service execution are general in nature and not intended to constitute legal, investment or tax advice. The products and services provided by TASC may have legal, investmentand tax consequences. Any questions regarding the Purchaser's particular needs, requirements, circumstances, or the legal, investment, or tax consequences of any product or service offered by TASC must be directed to the Purchaser's own advisor(s) at the Purchaser's expense.

For the purpose of any Purchaser and/or Subscription Services subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the terms Administrator (commonly referred to as the Plan Administrator), Plan Sponsor, Named Fiduciary and Plan Assets shall have the meaning given to such terms by ERISA. TASC is not the Plan Administrator, the Plan Sponsor, or a Named Fiduciary for any Subscription Services. TASC does not accept a fiduciary role or status for any Subscription Services. TASC does not collect or hold employee contributions or plan assets. The Purchaser acknowledges and agrees that any funding submitted to TASC in connection with a plan or component benefit that is considered a welfare plan within the meaning provided by ERISA: (i) shall be comprised of general assets of the Purchaser, (ii) shall, until disbursed by TASC, retain its status as general assets of the Purchaser subject to the rights of the Purchaser's creditors, (iii) shall, until disbursed by TASC, be returned to the Purchaser upon written request, and (iv) shall not be segregated or set aside in a trust or escrow account by TASC.

Three-Year Term and Renewal

The Term of this Agreement shall be for a period of three (3) years from the Effective Date. This TASC USA will renew automatically for an additional Term of three (3) years at the expiration of the initial or any renewal Term (the initial term and each renewal Term, if any, shall be referred to as the "Term"). Either Party may terminate this TASC USA for any reason without penalty at the end of the Term by providing the other Party with a written termination notice at least sixty (60) days prior to the expiration of the Term.

Materials, Use and Limited License

TASC is hereby granting to the Purchaser a non-exclusive, non-assignable, limited license to use on the terms provided herein the forms, plan documents, plan descriptions, procedures, scripts, manuals, marketing materials, brochures, computer programs/platforms and databases (collectively, "Materials") provided by TASCto the Purchaser in connection with the provision of the Subscription Services. The Purchaser shall have a limited license to use Materials solely in connection with its use of the Subscription Services and in accordance with this TASC USA. It is understood that the Materials are the confidential property of TASC, they are not "work for hire", and no additional rights to use the Materials are granted. The Purchaser is responsible for its use and the protection of the confidentiality of Materials and shall be liable for any unauthorized use or disclosure. The Purchaser shall retain the confidentiality of Materials, and shall not make any direct or indirect use of or reference to TASC trademarks or Materials in connection with the marketing, use, implementation, license, sale or distribution of any program or system. The termination of this TASC USA shall not affect the duty of the Purchaser not to infringe on TASC's trademarks and copyrights, and to keep confidential and not to disclose all Materials. Upon the expiration or termination of this TASC USA, all limited license rights granted to the Purchaser pursuant to this TASC USA shall be terminated.

TASC Fees and Terms of Payment

TASC provides the following limited fee guarantee during the Term. During the Term, TASC will not make any adjustments to the TASC Fees other than an annual increase to reflect inflation as determined by TASC using multiple national indicators.

TASC reserves the right to make adjustments to the TASC Fees for any renewal Term, with ninety (90) days written notice to the Purchaser prior to the start of said Term.

The Purchaser agrees to pay TASC for Subscription Services in accordance with the TASC Fees (1) determined on a TASC Proposal if applicable, expressly incorporated by reference into this TASC USA, (2) determined on the Specifications, Purchaser Detail, or (3) as shown for electronic elections made online. For Subscription Services where the TASC Fees are calculated based on the number of the Purchaser's employees ("Employees"), (1) the Purchaser shall provide TASC monthly updates regardingthe number of Employees covered by the applicable Subscription Services, (2) TASC shall have the right to adjust the TASC Fees in the event of a material change in the number of Employees, and (3) TASC shall be entitled to recover additional fees based on changes in the number of Employees for months for which the Purchaser fails to accurately report the number of Employees. All interest and investment on income earned by TASC Fees shall be retained by TASC as a supplemental fee.

Payment for Subscription Services will occur via ACH transaction, or if payment via ACH transaction is not authorized, TASC will invoice the Purchaser. If billing by invoice, TASC Fees are due according to the terms on the invoice. If for any reason, TASC does not receive payment for any TASC Fees within ten (10) business days of the expected date of receipt as determined by the payment method, then TASC may suspend the performance of all applicable Subscription Services and place all processing on hold until all past due TASC Fees are paid. TASC shall have no liability for any losses due to suspending or placing any Subscription Services on hold for non-payment.

If the Purchaser grants TASC authority to debit TASC Fees by ACH or other electronic means, that authority will remain in full force until TASC has received written notification from the Purchaser of its termination of this authority in such time and in such manner as to afford TASC and the Purchaser's bank a reasonable opportunity to act on it. It is understood that the purpose of this authorization is to provide a means of payment for the TASC Fees. TASC reserves the right to correct any processing errors and to recover any payment made in error for any reason, and the Purchaser authorizes TASC to debit or credit the Purchaser's account as necessary to correct such errors.

Any refunds or adjustments to be made by TASC for the Purchaser will be processed only after verification is made that sufficient funds were received by TASC to cover all payments made or to be made by TASC in the course of providing Subscription Services, TASC Fees, and other amounts due to TASC. No refunds or adjustments will be made while the Purchaser is in default under this TASC USA or if an Employee or former employee of the Purchaser is in violation of the applicable Terms of Use or any other applicable agreement pertaining to the Subscription Services.

If a refund or any obligation for TASC to repay the Purchaser is determined to be due and owing to the Purchaser, TASC, in TASC's sole discretion, may issue the refund in the form of one, or any combination, of the following tenders: ACH credit to the Purchaser's bank account on file with TASC or other available electronic payment method, prepaid debit card, or a credit to be applied to future Subscription Services ("Service Credits"). Service Credits are subject to the applicable Terms of Use.

State law governs when accounts or funds relating to Subscription Services, including, but not limited to, funds attributable to unpresented checks, dormant Purchaser or Employee (or former employee of the Purchaser) accounts, or plan experience gains (forfeitures), are considered unclaimed or abandoned property. TASC will return to the Purchaser any such accounts or funds considered under applicable state law to be unclaimed or abandoned property ("Unclaimed Funds").) The Purchaser agrees that, at all times, it remains the holder of the Unclaimed Funds and shall be solely responsible for compliance with applicable laws,including providing statutory notice as well as the delivery and reporting of Unclaimed Funds to the applicable state agency as required under the law. Unless prohibited by the applicable state law, TASC may offset its costs and expenses associated with the Unclaimed Funds. TASC shall have no liability to the Purchaser or Employees (or former employees of the Purchaser) for the Unclaimed Funds. Any funds attributable to unpresented checks, dormant Purchaser or Employee (or former employee of the Purchaser) accounts, or plan experience gains (forfeitures), which are not considered unclaimed property under state law and which have remained dormant for more than one (1) year from the last date on which the applicable Subscription Service was rendered to the Purchaser by TASC under this TASC USA, shall be retained by TASC as a supplemental fee for Subscription Services previously rendered.

TASC's obligation to provide a Subscription Service will terminate automatically with no penalty to TASC if the Purchaser is no longer eligible to use that Subscription Service or the continued provision of the Subscription Service would violate applicable law.

Default and Non Performance

In the event a Party is or becomes non-compliant with applicable law governing the Subscription Services, where such non-compliance could reasonably result in losses such as but not limited to an excise tax, penalty, or claims liability, the other Party shall have the right to terminate this TASC USA immediately by written noticeto the non-compliant Party.

A Party shall have the right to terminate this TASC USA with no additional duties under this TASC USA to a Party that institutes proceedings under Chapter 7 of the Bankruptcy Code, or makes an appointment of a trustee or receiver for the disposition of their assets or properties, or an assignment of assets for the benefit of creditors, or an admission of its inability to pay its debts as they become due.

In the event a Party defaults in its obligation to with respect to any material term, condition or covenant of this TASC USA, the non-defaulting Party may terminate this TASC USA by giving the defaulting Party a thirty (30) day cure period written notice. If the defaulting Party fails to cure the default to the reasonable satisfactionof the non-defaulting Party within the 30-day cure period, this TASC USA shall automatically terminate upon expiration of the 30-day cure period.

Any termination shall be without prejudice to any other rights and remedies the non-defaulting Party may have against the defaulting Party with respect to such default.

In the event of a default by the Purchaser with respect to payment of TASC Fees, this TASC USA may be terminated immediately by TASC upon written notice to thePurchaser and all amounts due to TASC shall become immediately due and payable. In the event of any default by the Purchaser, TASC has the right to suspend all Subscription Services to the Purchaser, without incurring any liability for the suspension, until the default(s) has been cured and all outstanding obligations of the Purchaser have been met.

PART II: SUBSCRIPTION SERVICES

Responsibility of TASC

TASC shall use ordinary care and due diligence in the performance of the Subscription Services and shall provide the Subscription Services in a timely, professional and accurate manner. TASC will perform the Subscription Services in accordance with the Specifications, Purchaser Detail, Manuals, and Terms of Use.

Responsibility of the Purchaser

The Purchaser shall have the sole and final discretionary authority in respect to all legal and administrative functions of any plan sponsored by the Purchaser relating to Subscription Services.

A Purchaser who elects Subscription Services subject to HIPAA Privacy and Security also accepts the TASC HIPAA Privacy offering and acknowledges receipt of the HIPAA Business Associate Agreement signed by TASC.

The Purchaser shall present to TASC, in an accurate, complete and timely manner, all relevant information as determined to be necessary by TASC to enable TASC to execute the Subscription Services in a standard TASC format or an alternative format agreed upon in writing by the Parties. TASC shall rely on the

accuracy and timeliness of information provided by the Purchaser or the Purchaser's agent. TASC has no responsibility to review or verify data provided. TASC is not responsible fordetecting illegal acts by, and/or misrepresentations of, the Purchaser's Employees or representatives. TASC shall have no liability, such as by way of example but not limited to any excise tax, for failure to provide, or for defects in providing, a service for which the Purchaser has not provided accurate, complete and timely data to TASC in an agreed upon format. TASC will have no liability for interruptions and/ or delays in the provision of Subscription Services caused either in whole or in part by the Purchaser's failure to provide accurate, complete and timely data to TASC in an agreed upon format.

The Purchaser shall do all things necessary and take all actions to comply with state and federal law applicable to the Subscription Services.

The Purchaser shall promptly and thoroughly review the reports made available to the Purchaser by TASC, including but not limited to reports that are made available online, to ensure all information has been received by TASC and TASC has based the Subscription Services on accurate and complete information. These reports provide notice of essential items such as account balances and enrollment changes, where the Purchaser's failure to review the reports and take timely corrective action can lead to ongoing losses. In the event any of the reports made available to the Purchaser contain any inaccurate or incomplete information, the Purchaser shall promptly, and in any event not more than thirty (30) days after TASC made the report available to the Purchaser, take all necessary actions to effectuate changes,such as account corrections and enrollment changes.

It is the Purchaser's responsibility to educate and inform Employees on the Subscription Services being provided, including the delivery of administration materials (where needed) as well as compliance documents (e.g., distribution of an applicable Summary Plan Description). The Purchaser shall ensure that Employees comply with all applicable Participant obligations relating to the Subscription Services.

Subscription Services Subject to Change

Subscription Services are subject to change, including but not limited to changes required by law, changes to software, and systems enhancements. The Purchaseracknowledges that TASC provides Subscription Services to several thousand clients and has a vested interest in consistency.

Account Based Subscription Services

With respect to any Subscription Services involving debit accounts of any type, including but not limited to debit cards, the Purchaser acknowledges and accepts sole responsibility for the payment of all debit account transactions. TASC may be able to assist the Purchaser in the recovery of such debit account transactions reported as fraudulent, provided that Employees comply with the terms outlined in the applicable Cardholder Agreement for the timely reporting of such fraudulent activity.

The Purchaser acknowledges and accepts sole responsibility for fraudulent claims by Employees (and former employees of the Purchaser) regardless of whether by use of the debit card, debit account, submitted online, submitted by a medical provider, or manually submitted.

TASC has the right to recoup any payment or overpayment made to an Employee in error, whether such erroneous payment was caused by fraud, acts of an unrelatedthird party, errors/omissions by the Employee, or errors/omissions of TASC or the Purchaser.

TASC has the right to require a deposit or payment from the Purchaser or the Employee when the disbursement of funds creates or will create a negative account balance.

Additional Purchaser Protection

Audit Guarantee

TASC provides an Audit Guarantee as described in the Terms of Use. The Audit Guarantee provides defined and limited protections for Purchasers who comply with the terms applicable to the Subscription Services covered by the Audit Guarantee. The Audit Guarantee will not provide protection for any losses or penalties that are due to the Purchaser's self-administration or use of third-party services, such as the use of third-party compliance services. The Audit Guarantee only covers losses or penalties that are due to the use of Subscription Services delivered by TASC.

Compliance and Continuation Subscription Services Protection

TASC provides up to an aggregate of one million dollars, ($1,000,000), of protection from liability incurred by the Purchaser as a result of TASC's errors or omissions in connection with the provision of Compliance Subscription Services (including FMLA services) and Continuation Subscription Services.

Money Back Guarantee

If the Purchaser is not entirely satisfied with a Subscription Service, the Purchaser can return all Materials within thirty (30) days of the date that the Subscription Service was first provided to obtain a refund of the TASC Fees previously paid by the Purchaser for such Subscription Service, less a $250 nonrefundable minimum fee.

TASC Provides Security

When Subscription Services require TASC to create, receive, maintain, or transmit Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), TASC will comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 often referred to as the "HITECH Act", regulations issued by the U.S. Department of Health and Human Services ("HHS") (the "HIPAA Regulations"), and the terms of the TASC Business Associate Agreement. TASC will provide written assurances of this compliance by

providing a HIPAA Business Associate Agreement, serving as the written assurances of TASC compliance required by HIPAA. The TASC Business Associate Agreement will use the latest HHS Model terms, in order to provide one compliant program to the Purchaser.

TASC will maintain the Service Provider Validation from the PCI Security Standards Council for the duration of the Term, and will provide the Validation and Attestation Certificate to the Purchaser, without audit detail, upon request.

TASC will meet federal and the applicable state standards for the confidential treatment of the Purchaser's Confidential Information as defined below.

PART III: INDEMNIFICATION, LIMITATIONS OF LIABILITY

Indemnification

Subject to the 30-day limitation and other limitations set forth below, TASC shall indemnify the Purchaser, its directors and officers, and hold them harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs, taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, incurred as a direct result of TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

The Purchaser shall indemnify and hold TASC, its directors and officers, harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs (including, but not limited to, costs of insurance premiums paid with respect to any Subscription Service), taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, or any other obligations (collectively, "Losses") resulting from, arising out of or in any way connected with, the Subscription Services, including any prior administration of the Subscription Services or a similar arrangement, or claims or demands by Employees and/or beneficiaries, unless the Losses are directly attributable to TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

Each Party's indemnification obligations are conditioned on the following: (i) if process is served, the indemnified Party providing written notice to the other Party within five (5) business days of receiving service of process regarding an indemnifiable event, (ii) if the Party receiving indemnification is required to make any admission or pay any consideration as part of a settlement, no settlement shall be made without such Party's consent, and (iii) the indemnified Party cooperating in the defense and/or settlement of the indemnifiable event. Subject to the limitations set forth in this TASC USA, the Parties' indemnification obligations hereunder shall survive the termination of this TASC USA.

Thirty (30) Day Liability Limitation

TASC SHALL HAVE NO LIABILITY WHATSOEVER TO THE PURCHASER, THIRD PARTY, OR ANY OTHER PERSON OR ENTITY, FOR ANY COSTS, EXCISE OR OTHER TAXES, PENALTIES, INTEREST, DAMAGE OR LOSS (COLLECTIVELY "DAMAGES") THAT OCCUR MORE THAN THIRTY (30) DAYS AFTER TASC HAS PROVIDED OR MADE AVAILABLE A REPORT TO THE PURCHASER, AND WHERE THE DAMAGES ARISE OUT OF OR RELATE TO ANY MISTAKE OR ERROR OF ANY TYPE APPEARING IN THE REPORT, INCLUDING BUT NOT LIMITED TO ANY MISTAKE OR ERROR WITH RESPECT TO ACCOUNT BALANCES, ENROLLMENT CHANGES OR OTHER INFORMATION. TASC IS RELYING ON THE PURCHASER, THE ONLY ENTITY WITH THE KNOWLEDGE OF THE ACTUAL FACTS, TO REVIEW THE REPORTS PROVIDED OR MADE AVAILABLE BY TASC FOR ERRORS AND TO USE THE REPORTS TO AUDIT AND RECONCILE THE SUBSCRIPTION SERVICES.

Defense of Legal Actions

TASC shall notify the Purchaser of any legal action arising with respect to any Subscription Services of which TASC becomes aware. The defense of the Purchaser for any legal actions naming the Purchaser as a party shall be the responsibility of and be undertaken at the expense of the Purchaser. TASC shall cooperate with and assist the Purchaser in said defense, at the Purchaser's expense, to the extent that the Purchaser reasonably may require.

Limitations of Warranties and Liabilities, Disclaimer of Consequential Damages

EXCEPT AS EXPRESSLY SET FORTH IN THIS TASC USA, TASC DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, AND ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TASC WILL NOT BE LIABLE IN CONTRACT OR IN TORT FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SIMILAR DAMAGES, EVEN IF TASC HAS BEEN ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF SUCH DAMAGES. TASC SHALL NOT BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR ANY MISTAKE OF JUDGMENT OR OTHER ACTION TAKEN IN GOOD FAITH IN THE PERFORMANCE OF SUBSCRIPTION SERVICES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS TASC USA, AND FOR ANY REASON, INCLUDING BREACH OF ANY DUTY IMPOSED BY THIS TASC USA, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, OR INDEPENDENT OF THIS TASC USA, AND REGARDLESS OF WHETHER THE CLAIM IS INCONTRACT, TORT (INCLUDING BUT NOT LIMITED TO GROSS NEGLIGENCE) OR OTHERWISE, TASC'S TOTAL, AGGREGATE LIABILITY UNDER THIS TASC USA SHALL IN NO CIRCUMSTANCE (EXCEPT AS SPECIFICALLY PROVIDED ABOVE UNDER THE AUDIT GUARANTEE AND THE COMPLIANCE AND CONTINUATION SUBSCRIPTION SERVICES PROTECTION) EXCEED THE TOTAL AMOUNT OF THE TASC FEES PAID BY THE PURCHASER DURING THE TERM IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

No action, regardless of form, arising out of TASC's provision of any Subscription Services provided under this TASC USA, may be brought by a Party more than one (1) year after the last date on which the Subscription Service which is the subject of the action was provided by TASC under this TASC USA.

Each Party acknowledges that these limitations of liability reflect an informed, voluntary allocation between the Parties of the risks (known and unknown) that may exist in connection with this TASC USA.

PART IV: MISCELLANEOUS TERMS

Confidentiality

"Confidential Information" means any non-public business or technical information, whether or not stored in any medium, relating to the Party's business, which is disclosed to the other Party in connection with the Subscription Services and which is identified as Confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential. Confidential Information includes original information, as well as all copies. Confidential Information does not include information that has been made public or was already made accessible to the public, or obtained through otheravailable public sources.

Each Party agrees to treat the Confidential Information as confidential to and as the property of the disclosing Party and to use an appropriate degree of care (which,in any case, will not be less than the degree of care it uses with respect to its own information of like nature) to prevent disclosure or unauthorized use of the Confidential Information. Parties will not disclose Confidential Information, except to directors, officers, employees and contractors who have a need to know for the purpose of executing Subscription Services and who have been advised of the obligation of confidentiality and are obligated to keep it confidential.

THIS TASC USA AND ALL DOCUMENTS INCORPORATED HEREIN ARE CONFIDENTIAL AND SUBJECT TO THE TERMS ABOVE.

Data Usage

In connection with this TASC USA, TASC may collect Purchaser and Participant information, data, content or other materials whether in electronic or paper format (collectively, "Data"). Data may be generated and collected through various activities, including but not limited to, Purchaser's or Participant's use of services, TASC's sales activities and/or delivery of services, system operation and performance, maintenance and support services, Purchaser or Participant service inquiries, data gathering software, and telephone or internet transactions. TASC may share, convey, sell, transmit or otherwise distribute the Data to third parties for any purpose, whether or not related to the activities under this TASC USA. TASC shall own all right, title and interest in and to the Data and may use the Data for any lawful purpose. TASC will comply with the provisions of this TASC USA regarding the protection of Confidential Information and will comply with applicable law regarding the protection of Protected Health Information and personally identifiable information non-public information.

Execution and Delivery

This TASC USA may be executed and delivered (including by facsimile or Portable Document Format (PDF) transmission) in one or more counterparts, all of which will be considered one and the same agreement. Any facsimile, PDF documents with signatures, or electronic acceptance, shall have the same force and effect as manually signed originals and shall be binding on the Purchaser and TASC.

Governing Law

This Agreement shall be entered into, construed, governed by, and enforced in accordance with the laws of the State of Wisconsin.

Entire Agreement and Amendment

This TASC USA, including the Specifications, Purchaser Details, Manuals, and Terms of Use, represents the entire agreement of the Parties and supersedes any prior written or oral agreements pertaining to the Subscription Services. This TASC USA may be altered or amended by TASC from time to time upon sixty (60) days written notice to the Purchaser to reflect changes required by law or made for reasonable business purposes.

Notices

Any notice, demand or other communication required or permitted to be given to either Party to this TASC USA shall be in writing and shall be either personally delivered by hand, delivered by prepaid courier, mailed first class with signature required, or sent by electronic means such as facsimile, telex or electronic mail. Anynotice personally delivered, delivered by courier or mail service shall be deemed received upon delivery. Any notice sent by electronic means shall be deemed received upon the date the sending terminal confirms that the notice was received.

Assignment

This TASC USA shall not be assigned by the Purchaser without prior written consent of TASC. This TASC USA shall be binding on any successors and permitted assigns under this TASC USA.

Waiver

The failure of either Party at any time to require performance or observance of any term or condition of this TASC USA shall not affect the full right of such Party to require such performance or observance at any subsequent time. Further, no single or partial waiver of any right, power or privilege will preclude any other or further exercise of such right, power or privilege.

Severability

If any term or condition of this TASC USA is held to be invalid or unenforceable by a court of competent jurisdiction by reason of any statute, rule of law or public policy, all other terms and conditions of this TASC USA shall remain in full force and effect as if this TASC USA had been executed with the invalid or unenforceable portion eliminated.

Survival of Terms

Upon the termination of this TASC USA, for any reason, the following terms will remain in full force and effect:

- Scope of Relationship,
- Materials, Use and Limited License,
- TASC USA Provides Security,
- Indemnification,
- Thirty (30) Day Liability Limitation,
- Defense of Legal Actions,
- Limitations of Warranties and Liabilities, Disclaimer of Consequential Damages,
- Confidentiality,
- Data Usage,
- Governing Law, and
- Severability.

No Third-Party Beneficiaries

No employee or agent, or any other person or entity is a third-party beneficiary under the terms of this TASC USA.

BUSINESS ASSOCIATE AGREEMENT

(Retain for your records)

This Business Associate Agreement**,** is entered into as of _____ by and between Total Administrative Services Corporation ("TASC"), a Wisconsin Corporation, (the "Business Associate") and the Health Plan (the "Plan" or "Covered Entity") as identified below:

Entity Name:		Business Federal ID#:			
Mailing Address: (no PO Box)		City:			
Address Line 2:		State:		Zip:	

RECITALS:

WHEREAS, the Covered Entity has entered into an agreement (the "Agreement") with the Business Associate, whereby the Business Associate has agreed to provide certain services to the Plan;

WHEREAS, to provide such services to the Plan, the Business Associate must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the Genetic Information Nondiscrimination Act of 2008 ("GINA"), and the final regulations to such Acts promulgated in January 2013;

WHEREAS, to comply with the requirements of the Privacy Standards, the Covered Entity must enter into this Business Associate Agreement with the Business Associate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, andintending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the Privacy Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Subcontractor, and Use. If other terms are used, but not otherwise defined under this Business Associate Agreement, such terms shall then have the same meaning as those terms in the Privacy Rule.

(a) ***Business Associate***. "Business Associate" shall generally have the same meaning as the term "businessassociate" at 45 CFR 160.103.

(b) ***Covered Electronic Transactions***. "Covered Electronic Transactions" shall have the meaning given the term"transaction"" in 45 CFR §160.103.

(c) ***Covered Entity***. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45CFR 160.103.

(d) ***Electronic Protected Health Information***. "Electronic Protected Health Information" shall have the samemeaning as the term "electronic protected health information" in 45 CFR §160.103.

(e) ***Genetic Information***. "Genetic Information" shall have the same meaning as the term "genetic information" in45 CFR §160.103.

(f) ***HIPAA Rules***. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at45 CFR Part 160 and Part 164.

(g) ***Individual***. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shallinclude a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(h) ***Privacy Rule***. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

(i) ***Protected Health Information (PHI)***. "Protected Health Information (PHI)" shall have the same meaning as theterm "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity pursuant to this Agreement.

(j) ***Required By Law***. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(k) ***Secretary***. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(l) ***Standards for Electronic Transactions Rule***. "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.

(m) ***Security Incident***. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(n) ***Security Rule***. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subpart C.

(o) ***Subcontractor***. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR §160.103.

(p) ***Transaction***. "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103

(q) ***Unsecured Protected Health Information***. "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

(a) ***Permitted Uses and Disclosures.*** The Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on the Covered Entity's behalf or receives from the Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on the Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only:

(i) **Functions and Activities on** the **Covered Entity's Behalf.** To perform those services referred to in the services agreement.

(ii) **Business Associate's Operations.** For the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, provided that, with respect to disclosure of the Covered Entity's Protected Health Information, either:

(A) The disclosure is Required by Law; or

(B) The Business Associate obtains reasonable assurance from any person or entity to which the BusinessAssociate will disclose the Covered Entity's Protected Health Information that the person or entity will:

(1) Hold the Covered Entity's Protected Health Information in confidence and use or further disclosethe Covered Entity's Protected Health Information only for the purpose for which the Business Associate disclosed the Covered Entity's Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify the Business Associate (who will in turn notify the Covered Entity in accordancewith the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of the Covered Entity's Protected Health Information was breached.

(C) To de-identify the information in accordance with 45 CFR 164.514(a) – (c) as necessary to performthose services required under the Agreement.

(iii) **Minimum Necessary.** The Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that the Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Covered Entity is required to limit its use, disclosure or request to the minimum necessary. The Business Associate and the Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

(b) ***Prohibition on Unauthorized Use or Disclosure.*** The Business Associate will neither use nor disclose the Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by the Covered Entity or as Required by Law. This Agreement does not authorize the Business Associate to use or disclose the Covered Entity's Protected Health Information in a manner that will violate Subpart E of 45 CFR Part 164 if done by the Covered Entity.

(c) ***Information Safeguards.***

(i) **Privacy of the Covered Entity's Protected Health Information.** The Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of the Covered Entity's Protected Health Information. The safeguards must reasonably protect the Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violationof the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

Security of the Covered Entity's Electronic Protected Health Information. The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on the Covered Entity's behalf

(ii) as required by the Security Rule. The Business Associate will comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.

No Transfer of PHI Outside United States. Business Associate will not transfer Protected HealthInformation outside the United States without the prior written consent of the Covered Entity. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

(iii) Policies and Procedures. The Business Associate shall maintain written policies and procedures, conducta risk analysis, and train and discipline its workforce.

(d) ***Subcontractors and Agents.*** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, theBusiness Associate will ensure that any of its Subcontractors and agents that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

(e) ***Prohibition on Sale of Records.*** As of the effective date specified by HHS in final regulations to be issued on this topic, the Business Associate shall not directly or indirectly receive remuneration in exchange for any ProtectedHealth Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for
remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.

(f) Prohibition on Use or Disclosure of Genetic Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

(g) Penalties For Noncompliance. The Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule under the HIPAA Rules, as amended by the HITECH Act.

III. Compliance with Electronic Transactions Rule

If the Business Associate conducts in whole or part Electronic Transactions on behalf of the Covered Entity for which HHS has established standards, the Business Associate will comply, and will require any Subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule. The Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

IV. Obligations of the Covered Entity

The Covered Entity shall notify the Business Associate of:

(a) Any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information;

(b) Any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information; and

(c) Any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by the Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

VI. Individual Rights

(a) ***Access.*** The Business Associate will, within twenty-five (25) calendar days following the Covered Entity's request, make available to the Covered Entity or, at the Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of the Covered Entity's Protected Health Information about the individual that is in the Business Associate's custody or control, so that the Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the ProtectedHealth Information is held electronically in a designated record set in the Business Associate's custody or control, The Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it isreadily producible in such format; if it is not readily producible in such format, the Business Associate will work with the Covered Entity to determine an alternative form and format as specified by the Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

(b) ***Amendment.*** The Business Associate will, upon receipt of written notice from the Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of the Covered Entity's Protected Health Information in a designated record set as directed or agreed to by the Covered Entity, so that the Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) ***Disclosure Accounting.*** The Business Associate will maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528.

(i) Disclosures Subject to Accounting. The Business Associate will record the information specified below("Disclosure Information") for each disclosure of the Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that the Business Associate makes to the CoveredEntity or to a third party.

(ii) Disclosures Not Subject to Accounting. The Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of the Covered Entity's Protected Health Information if the Covered Entity need not account for such disclosures under the HIPAA Rules.

(iii) Disclosure Information. With respect to any disclosure by the Business Associate of the Covered Entity's Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, the Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) Disclosure Information Generally. Except for repetitive disclosures of the Covered Entity's Protected Health Information as specified below, the Disclosure Information that the Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entityto which the Business Associate made the disclosure, (3) a brief description of the Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

(B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of the Covered Entity'sProtected Health Information that the Business Associate makes for a single purpose to the same personor entity (including the Covered Entity), the Disclosure Information that the Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency,periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last of the repetitive accountable disclosures.

(iv) Availability of Disclosure Information. The Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). The Business Associate will make the Disclosure Information available to the Covered Entity within twenty-five (25) calendar days following the Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, the Business Associate shall provide the accounting directlyto an individual making such a disclosure request, if a direct response is requested by the individual. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(d) ***Restriction Agreements and Confidential Communications.*** The Covered Entity shall notify the Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information. The Business Associate will comply with any agreement that the Covered Entity makes that either (i) restricts useor disclosure of the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that the Covered Entity notifies the Business Associate in writing of the restriction or confidential communication obligations that the Business Associate must follow. The Covered Entity will promptly notify the Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct the Business Associate whether any of the Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective dateby HHS), the Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item orservice for which the health care provider involved has been paid out-of-pocket in full.

VII. Breaches and Security Incidents

(a) Reporting.

(i) Impermissible Use or Disclosure. The Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than twenty-five (25) calendar days after Business Associate becomes aware of such non-permitted use or disclosure.

(ii) Privacy or Security Breach. The Business Associate will report to the Covered Entity any use or disclosure of the Covered Entity's Protected Health Information not permitted by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.40, and any Security Incident of which it becomes aware. The Business Associate will make the report to the Covered Entity's Privacy Official not more than twenty-five (25) calendar days after the Business Associate becomes aware of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official inaccordance with 45 CFR §164.412, the Business Associate may delay notifying the Covered Entity for the applicable time period. The Business Associate's report will at least:

(A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of theBreach;

(B) Identify the Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;

(D) Identify what corrective or investigational action the Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves; and

(F) Provide such other information, including a written report and risk assessment under 45 CFR §164.402,as the Covered Entity may reasonably request.

(iii) Security Incidents. The Business Associate will report to The Covered Entity any Security Incident of which the Business Associate becomes aware. The Business Associate will make this report once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

(b) Mitigation. The Business Associate shall mitigate, to the extent practicable, any harmful effect known to theBusiness Associate resulting from a use or disclosure in violation of this Agreement.

VIII. Term and Termination

(a) ***Term.*** The term of this Agreement shall be effective as of the date specified below, and shall terminate when allProtected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) ***Right to Terminate for Cause.*** The Covered Entity may terminate this Agreement if it determines, in its sole discretion that the Business Associate has breached a material term of this Agreement, and upon written notice to the Business Associate of the breach, the Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in the Covered Entity's notice of termination.

(c) ***Treatment of Protected Health Information on Termination.***

(i) Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination or other conclusion of this Agreement, the Business Associate will, if feasible, return to the CoveredEntity or destroy all of the Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of the Covered Entity's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of the Business Associate. Further, the Business Associate shall require any such Subcontractor or agent to certify to the Business Associate that it returned to the Business Associate (so that the Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(ii) Procedure When Return or Destruction Is Not Feasible. The Business Associate will identify any of the Covered Entity's Protected Health Information, including any that the Business Associate has disclosed to Subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to the Covered Entity or destroyed and explain why return or destruction is infeasible. The Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(iii) Continuing Privacy and Security Obligation. The Business Associate's obligation to protect the privacy and safeguard the security of the Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

IX. Miscellaneous Provisions

(a) ***Definitions.*** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.

(b) ***Inspection of Internal Practices, Books, and Records.*** The Business Associate will make its internalpractices, books, and records relating to its use and disclosure of the Covered Entity's Protected Health Informationavailable to the Covered Entity and to HHS to determine compliance with the HIPAA Rules.

(c) ***Amendment to Agreement.*** This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

(d) ***No Third-Party Beneficiaries.*** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

(e) ***Regulatory References.*** A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(f) ***Survival.*** The respective rights and obligations of the Business Associate Agreement shall survive thetermination of this Agreement.

(g) ***Interpretation.*** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply withthe HIPAA Rules.

(h) ***Notices.*** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth in the first paragraph of this Business Associate Agreement or below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.

(i) ***Entire Agreement; Modification.*** This Business Associate Agreement represents the entire agreement between the Business Associate and the Covered Entity relating to the subject matter hereof. No provision of this Business Associate Agreement may be modified, except in writing, signed by the parties.

(j) ***Indemnification.*** Each Party agrees to indemnify, defend and hold harmless each other Party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of actions, claims, suits and demands whatever, and from all damages, liabilities, costs, charges, debts and expenses whatever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the Party to the Agreement and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of any way connected with the Party's performance.

(k) ***Assistance in Litigation or Administrative Proceedings.*** The Business Associate shall make itself, and any subcontractors, employees or agents assisting the Business Associate in the performance of its obligations under this Agreement, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers, or employees based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where the Business Associate or its subcontractors, employees, or agents are named as an adverse party.

(l) ***Binding Effect.*** This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns. For purposes of this agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this agreement and shall be given the same force and effect.

(m) **Governing Law, Jurisdiction, and Venue**. This Agreement shall be governed by the law of Wisconsin except to the extent preempted by federal law.

(n) **Severability**. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(o) **Construction and Interpretation**. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

TASC COBRA Administration

Late submission or back-dating Addendum

This Addendum to the TASC Universal Subscription Agreement ("TASC USA"):

(1) is dated this 15th day of January, 20 26 ("Effective Date"), and

(2) is made by and between Total Administrative Services Corporation ("TASC")

and City of Carmel, identified as the "Purchaser" in the TASC USA.

RECITALS

WHEREAS, TASC and Purchaser have agreed to enter into the TASC USA; and

WHEREAS, TASC and Purchaser wish to modify certain terms and conditions in the TASC USA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the exchange of the mutual promises made below, the parties hereto hereby agree as follows:

The Purchaser requests that TASC make the effective date of the TASC USA retroactive to Jan 1, 2026. This date precedes the date the Purchaser Details and TASC USA are being executed. This retroactive effective date assigns TASC to provide services to bring the Purchaser's administration into compliance for this prior period. TASC agrees to backdate the TASC USA's effective date and to assist the Purchaser with COBRA services for this prior period. Fees for this prior period will be billed and collected under the terms of the TASC USA.

The Purchaser is responsible for the following:

- All excise taxes due for any late COBRA Election Notices sent by TASC during this prior period.
- Any coverage issues and all liability for unpaid claims that result from activity in this prior period.

Further, TASC will neither indemnify nor hold harmless the Purchaser for activity that was required during the prior period, whether TASC did or did not assist the Purchaser with the activity.

GENERAL CONDITIONS

Defined Terms. Any capitalized terms not specifically defined herein are defined as in the TASC USA.

Counterparts. This Addendum may be executed and delivered in one or more counterparts. Whether delivered via facsimile or Portable Document Format (pdf), all counterparts:

- will be considered one and the same agreement, and
- will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually signed originals and shall be binding on the parties hereto.

Conflicts. If any conflict arises between the terms and conditions of this Addendum and the TASC USA, the terms of this Addendum shall control. Subject to the foregoing, all other terms and conditions of the TASC USA which are not specifically modified herein shall remain in full force and effect.

PLAN SPONSOR:
Signature:
Printed Name:
Title:

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

_____
Signature

_____
Printed Name

EXHIBIT C
INSURANCE COVERAGES

Worker's Compensation & Disability	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident/Disease:	$500,000 each employee
Bodily Injury by Accident/Disease:	$500,000 each accident
Bodily Injury by Accident/Disease:	$1,000,000 policy limit
Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products – Completed Operations:	
General Aggregate Limit (other than Products/Completed Operations):	$2,000,000
Products/Completed Operations:	$1,000,000
Personal & Advertising Injury Limit:	$500,000
Each Occurrence Limit:	$1,000,000
Damage to Premises:	$100,000 each occurrence
Fire Damage (any one fire):	$250,000 each occurrence
Medical Expense Limit (any one person):	$10,000
Auto Liability (owned, hired, and non-owned)	
Bodily Single Limit:	$1,000,000 each accident
Injury and Property Damage:	$1,000,000 each accident
Policy Limit:	$1,000,000
Umbrella/Excess Liability	
Each Occurrence:	$1,000,000
Aggregate:	$1,000,000
Maximum Deductible:	$10,000

Convergint Technologies, LLC
Information & Communication Systems Department - 2026
Appropriation #1115 0 44-631.00 Capital Lease Fund; P.O. #119338
Contract Not To Exceed $219,820.29

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

APPROVED
By Sergey Grechukhin at 11:19 am, Feb 06, 2026

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Convergint Technologies, LLC, (the "Vendor"), as City Contract dated March 15, 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

By: _____

Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

Convergint Technologies, LLC

By: Michael Henderson
Authorized Signature

Michael Henderson
Printed Name

General Manager
Title

FID/TIN: 90088113

Date: 2/6/26

convergint

Exhibit A

9750 E 150th St, Noblesville,Indiana 46060
Mobile 5742651964
dave.ruiz@convergint.com

February 4, 2026

Quotation: DR15898063P

City of Carmel
10701 N College Ave Suite A
Carmel, Indiana 46280
Attention: Morgan Rinehart

Reference: **Genetec Servers & Environment**
Contract Vehicle: Sourcewell

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

[redacted]

convergint

Scope of Work

Contract Vehicle: Sourcewell

This is a box sale of the items listed below. Labor may be provided by utilizing current Open PO through Service.

Streamvault prices valid only through February.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Labor was Quoted IAW Sourcewell Contract No.: 121024-CTL				
2	Streamvaults / Licenses				
3	80.00	GSC-OM-E-1C	1 Enterprise camera connection, mandatory Genetec Advantage	$ 270.00	$ 21,600.00
4	2.00	SV-4040EX-R28-672T-24-416	Streamvault 4040EX Series - 2U 28-Bay Appliance 672TB Raw RAID 60 2x Xeon Gold 5416S 64GB RAM 2x 480GB M.2 SSD 28x 24TB 3.5 Enterprise HDDs 2x 1GbE RJ45 2x 10/25GbE SFP28 2x 1400W PSU Windows Server 2022 Standard 5 year next business day keep your hard d	$ 84,527.00	$ 169,054.00
5	10.00	GSC-JPS-CGLPR-1CAM	Genetec Third Party ALPR Camera Connection.	$ 890.00	$ 8,900.00
6	1.00	GSC-1SDK-RGB-GALILEO	One (1) Genetec™ SDK connection for RGBSpectrum with Galileo.	$ 222.50	$ 222.50
7	80.00	ADV-CAM-E-5Y	Genetec Advantage for 1 Omnicast Enterprise Camera 5 years	$ 88.34	$ 7,067.20
8	8.00	ADV-RDR-E-5Y	Genetec Advantage for 1 Synergis Enterprise Reader 5 years	$ 41.85	$ 334.80
9	10.00	ADV-JPS-CG-LPR-1CAM-5Y	Advantage for Genetec Third Party ALPR Camera Connection for up to 5 years	$ 325.47	$ 3,254.70
10	1.00	SY-A1810G-B-AMER	Axis A1810 controller powered by Genetec - Supports up to 16 OSDP readers - Softwire ACAP included and 8 Reader license included - Available in America only	$ 3,987.20	$ 3,987.20
11	2.00	SV-CFG-GSC-5.13	Streamvault Configure with Security Center 5.13.x (latest minor). Applies to all Streamvault appliances.	$ 0.00	$ 0.00

[redacted]

convergint

IMPORTANT NOTICE

You requested that Convergint provide you with certain security and safety products and services. By using these products and services, you acknowledge that:

- **Under no circumstances should Convergint-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergint-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergint account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergint in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergint can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergint.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergint does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.**

[redacted]

convergint

Performance Items

Items Included	
Freight (prepaid)	Material (listed in the BOM)
One-Year Warranty on Parts	

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Horizontal Core Drilling
Installation of Bridle Rings	Installation of CCTV Cameras
Installation of Conduit, Boxes and Fittings	Installation of Control Equipment Enclosures
Installation of Control Panels	Installation of Intercom Systems
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Cameras
Installation of Network Cabling to IP Intercoms	Installation of Specialty Backboxes
Installation of Terminal Cabinets	Installation of Video Recorders (DVR/NVR)
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
Operations & Maintenance Manuals	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Owner to Provide Static IP Addresses	Owner Training
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring with point to point connections
Patch and Paint	Payment & Performance Bonds
Project Management	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergint
Servers by Others	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
System Programming	Terminal Cabinets
Termination of Control Equipment Enclosures	Testing of all Proposed Devices
Vertical Core Drilling	Wire
Workstations by Convergint	Workstations by Others

[redacted]

convergint

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergint's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergint's control. If such cost increases arise, Convergint will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergint will use commercially reasonable efforts to minimize such increases.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SYSTEM: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

[redacted]

convergint

Line	Qty	Part	Description	Unit Price	Extended Price
12	Security Center SaaS: City				
13	1.00	SCC-PREMIUM-1Y	Security Center SaaS Premium Plan - 1 year term	$ 0.00	$ 0.00
14	5.00	SCC-PREMIUM-1C-1Y	Security Center SaaS Premium - One camera lens connection for 1 year	$ 179.10	$ 895.50
15	2.00	SCC-PREMIUM-1FED-1Y	Security Center SaaS Premium - One federation system for 1 year. Maximum of 100 cameras.	$ 179.10	$ 358.20
16	1.00	GCL-110-M1CA	Genetec Cloudlink 110 with standard video retention (1TB). 2 years warranty. Requires activation within 3 months of receipt to activate the remote management (software & security updates) by Genetec. Compatible with Security Center SaaS as a managed appli	$ 1,342.99	$ 1,342.99
17	ClearID				
18	150.00	CID-IDENTITY-1Y	One Genetec ClearID Identity license for one year. An identity is a unique individual that is managed, governed or authenticated by the system. Includes 2 hours of ClearID deployment consultation.	$ 6.30	$ 945.00
19	1.00	CID-DELIVERY	8 hours of remote support services regarding initial account setup of ClearID cloud-based service. Services will be rendered during local business days and normal business hours. To help ensure timely and effective support, all services must be used within 12 months of your first support call. At the end of this 12-month period, the full service fee will be billed, and any unused support hours will expire.	$ 1,500.00	$ 1,500.00
20	Security Center SaaS: Carmel Schools				
21	1.00	SCC-PREMIUM-1Y	Security Center SaaS Premium Plan - 1 year term	$ 0.00	$ 0.00
22	2.00	SCC-PREMIUM-1FED-1Y	Security Center SaaS Premium - One federation system for 1 year. Maximum of 100 cameras.	$ 179.10	$ 358.20

Equipment Total	$ 219,820.29
Total Labor	$ 0.00
Other Costs	$ 0.00
Freight/Warranty	$ 0.00
Tax if applicable	$ 0.00
Total Project Price	$ 219,820.29

[redacted]

convergint

Total Project Investment: **$ 219,820.29**

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Dave Ruiz
Convergint
Dave Ruiz

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

Morgan Rinehart	February 4, 2026
Customer Name (Printed)	Date
Authorized Signature	Title

[redacted]

Tariff Contract Clause:

Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Convergint's control, Convergint will assess their impact and submit a formal change order for review. These costs will be communicated transparently, and project continuation may require an adjustment to the budget accordingly. Customer's agreement to the change request will not be unreasonably withheld.

Supply Chain Delays & Price Adjustments:

Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergint's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergint's control. If such cost increases arise, Convergint will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergint will use commercially reasonable efforts to minimize such increases.

convergint

This Proposal is subject to Sourcewell Master Agreement dated 03/04/2025 between Sourcewell and Convergint Technologies LLC for the City of Carmel: Genetec Servers & Environment, Contract #121024 for the category of Facility Security Systems, Equipment, and Software with Related Services. All of the terms and conditions of the Sourcewell Master Agreement, to the extent not expressly supplement herein, are hereby incorporated into the terms and conditions of this Proposal as set out in full herein.

[redacted]

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119338

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
2/5/2026			**377026**	**Genetec Servers & Environment**

VENDOR
CONVERGINT TECHNOLOGIES LLC
35257 EAGLE WAY
CHICAGO, IL 60678 -

SHIP TO
ICS Department
10701 N. College Ave., Suite A
Carmel, IN 46280-
Kevin Cusimano **(317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108322				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1115** *Fund:* **0** **Capital Lease Fund**				
Account: **44-631.00**				
1	**Each**	**Genetec Servers & Environment**	**$219,820.29**	**$219,820.29**
			Sub Total	**$219,820.29**

CITY OF CARMEL
INDIANA

Send Invoice To:
ICS Department
Kevin Cusimano
10701 N. College Ave., Suite A
Carmel, IN 46280-
(317) 571-2576

Quote #DR15898063P Contract Vehicle: Sourcewell

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

SHIPPING INSTRUCTIONS

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

PAYMENT **$219,820.29**

* 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

	Kevin Cusimano	Zac Jackson
TITLE	Director	CFO

CONTROL NO. 119338

Forté, Inc.
Information & Communication Systems Department - 2026
Appropriation #1115 0 44-631.00 Capital Lease Fund; P.O. #s 119335, 119336 & 119337
Contract Not To Exceed $155,357.37

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

APPROVED
By Sergey Grechukhin at 1:19 pm, Feb 06, 2026

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Forté, Inc., (the "Vendor"), as City Contract dated June 24, 2025 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: _____

Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

Forté, Inc.

By: Rick Streb
_____
Authorized Signature

Rick Streb
_____
Printed Name

Sales
_____
Title

FID/TIN: _____

Date: 2-06-26

Quote

Exhibit A

FORTÉ

Reference Number: 1422386
Date: January 27, 2026

$75,000 the rest out of $140,000.00

AXIS Cameras

Prepared By: Rick Streb
Phone:
Email: rick.streb@ourforte.com

FORTÉ
1256 Washington St, Columbus, IN 47201
Phone: (800)742-5036
Fax:

COMPANY	PROJECT SITE	INVOICE TO
City of Carmel 10701 N College Ave Suite A Carmel, IN 46280	City of Carmel 10701 N College Ave Suite A Carmel, IN 46280	City of Carmel 10701 N College Ave Suite A Carmel, IN 46280
Contact: Todd Luckoski Phone: (317)571-2576 Email: tluckoski@carmel.in.gov Account Number: COC0106	Contact: Todd Luckoski Phone: (317)571-2441 Email: tluckoski@carmel.in.gov Account Number: COC0106	Contact: Invoice Submission Phone: (317)571-2576 Email: kcusimano@carmel.in.gov,alunn@carmel.in.gov Account Number: COC0106

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	$87,106.87
Integration	$0.00
PRO Support	$0.00
Shipping & Handling	$400.00
Tax	$0.00
Grand Total	$87,506.87

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at https://www.ourforte.com/terms-and-conditions) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

	FORTÉ
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Model #	Mfg	Description	Qty	Price	Extended
03206-001	AXIS COMM	Q3558-LVE Dome Camera	49	$1,333.73	$65,352.77
03190-004	AXIS COMM	Q6088-E 4K Outdoor PTZ Network Dome Camera	5	$3,062.82	$15,314.10
02855-001	AXIS COMM	TG3103-E Pendant Kit	30	$115.00	$3,450.00
5502-431	AXIS COMM	T94A01D - Pendant kit for the AXIS Q60-series and AXIS P55-series PTZ Network Cameras, enables mount on standa	6	$55.00	$330.00
5504-821	AXIS COMM	T91D61 - Chromated and powder coated aluminum wall mount with 1.5" NPS thread for fixed dome pendant kits. Ca	14	$90.00	$1,260.00
01473-001	AXIS COMM	T91B67 Outdoor-ready, powder-coated aluminum pole mount with 1.5" NPS thread for fixed dome pendant kits. I	14	$100.00	$1,400.00
TARIFF_SURCHARGE_ADJUST		Tariff Surcharge Adjustment	1	$0.00	$0.00
		Sub-Total:			**$87,106.87**
		Total:			**$87,106.87**

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: AVI SYSTEMS, INC

Vendor Address: 8019 BOND STREET

City: LENEXA State: KS Zip Code: 66214

Vendor Authorized Signatory Name: ROBBY TURNER

Vendor Authorized Signatory Title: REGIONAL VICE PRESIDENT

Vendor Authorized Signatory Phone: 512-482-8467

Vendor Authorized Signatory Email: ROBBY.TURNER@AVISYSTEMS.COM

Vendor Authorized Signature: R. W. T. Date: 1-25-23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023



230105
AVI Systems, Inc.
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Quote

Traffic CAMS $140,000

FORTÉ

Reference Number: 1425791
Date: February 04, 2026

Traffic Cameras

Prepared By: Rick Streb
Phone:
Email: rick.streb@ourforte.com

FORTÉ
1256 Washington St, Columbus, IN 47201
Phone: (800)742-5036
Fax:

COMPANY	PROJECT SITE	INVOICE TO
City of Carmel 10701 N College Ave Suite A Carmel, IN 46280	City of Carmel 10701 N College Ave Suite A Carmel, IN 46280	City of Carmel 10701 N College Ave Suite A Carmel, IN 46280
Contact: Morgan Rinehart Phone: (317)571-2576 Email: mrinehart@carmel.in.gov Account Number: COC0106	Contact: Morgan Rinehart Phone: 800-992-2076 Email: mrinehart@carmel.in.gov Account Number: COC0106	Contact: Phone: Email: Account Number: COC0106

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	$49,412.00
Integration	$0.00
PRO Support	$0.00
Shipping & Handling	$437.50
Tax	$0.00
Grand Total	$49,849.50

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at https://www.ourforte.com/terms-and-conditions) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

	FORTÉ
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Model #	Mfg	Description	Qty	Price	Extended
02943-001	AXIS COMM	AXIS Q6300-E 60HZ Panoramic Camera	10	$2,062.00	$20,620.00
5502-731	AXIS COMM	Outdoor CAT6 Ethernet cable for outdoor AXIS PTZ and panoramic cameras. IP66-rated male push pull co	10	$84.00	$840.00
02411-001	AXIS COMM	AXIS TQ5001-E Wall-and-Pole Mount for PTZ Camera, White	10	$150.00	$1,500.00
01470-001	AXIS COMM	Aluminum Pole Mount for indoor and outdoor installations, for poles with diameter between 100-410 mm	10	$124.00	$1,240.00
02655-001	AXIS COMM	TQ6812-E Solo Kit, Cameras	6	$93.00	$558.00
03137-001	AXIS COMM	AXIS 7.6mm Lens M14, F2.0 IR, 4-Piece	3	$141.00	$423.00
03142-001	AXIS COMM	AXIS 30.8mm Lens M14, F2.4 IR, 4-Piece	1	$194.00	$194.00
02027-004	AXIS COMM	AXIS TU8003 90 W Connectivity Midspan	13	$283.00	$3,679.00
02977-301	AXIS COMM	AXIS Q6358-LE NM PTZ CAMERA	5	$3,098.00	$15,490.00
02770-001	AXIS COMM	AXIS D2210-VE Radar Black	4	$1,124.00	$4,496.00
01164-001	AXIS COMM	AXIS T91B47 Pole Mount for indoor and outdoor installations, for poles with diameter between 100-410	4	$93.00	$372.00
TARIFF_SURCHARGE_ADJUST		Tariff Surcharge Adjustment	1	$0.00	$0.00
		Sub-Total:			**$49,412.00**
		Total:			**$49,412.00**

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: AVI SYSTEMS, INC

Vendor Address: 8019 BOND STREET

City: LENEXA State: KS Zip Code: 66214

Vendor Authorized Signatory Name: ROBBY TURNER

Vendor Authorized Signatory Title: REGIONAL VICE PRESIDENT

Vendor Authorized Signatory Phone: 512-482-8467

Vendor Authorized Signatory Email: ROBBY.TURNER@AVISYSTEMS.COM

Vendor Authorized Signature: [signature] Date: 1-25-23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023



230105
AVI Systems, Inc.
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Quote

$40,000

FORTÉ

Reference Number: 1425324
Date: January 29, 2026

Crestron Equipment

Prepared By: Rick Streb
Phone:
Email: rick.streb@ourforte.com

FORTÉ
1256 Washington St, Columbus, IN 47201
Phone: (800)742-5036
Fax:

COMPANY	PROJECT SITE	INVOICE TO
City of Carmel 10701 N College Ave Suite A Carmel, IN 46280	City of Carmel 10701 N College Ave Suite A Carmel, IN 46280	City of Carmel 10701 N College Ave Suite A Carmel, IN 46280
Contact: Morgan Rinehart Phone: (317)571-2576 Email: mrinehart@carmel.in.gov Account Number: COC0106	Contact: Morgan Rinehart Phone: 800-992-2076 Email: mrinehart@carmel.in.gov Account Number: COC0106	Contact: Phone: Email: Account Number: COC0106

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	$17,751.00
Integration	$0.00
PRO Support	$0.00
Shipping & Handling	$250.00
Tax	$0.00
Grand Total	$18,001.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at https://www.ourforte.com/terms-and-conditions) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

	FORTÉ
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Model #	Mfg	Description	Qty	Price	Extended
CEN-ODT-C-POE	CRESTRON	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	2	$343.75	$687.50
TSS-1070-W-S	CRESTRON	10.1 in. Room Scheduling Touch Screen, White Smooth	1	$866.25	$866.25
TSW-1070-W-S	CRESTRON	10.1 in. Wall Mount Touch Screen, White Smooth	1	$1,906.25	$1,906.25
DM-NVX-384	CRESTRON	DM NVX 5K 4x1 AV-over-IP Switcher with HDMI and USB-C Connectivity	2	$1,937.50	$3,875.00
DM-NVX-384C	CRESTRON	DM NVX 5K 4x1 AV-over-IP Switcher Card with HDMI and USB-C Connectivity	2	$1,937.50	$3,875.00
UC-B30-T-WM	CRESTRON	Crestron Flex Small Room Conference System with Video Soundbar and Wall Mounted Control Interface for Microsoft Teams Rooms	1	$3,408.75	$3,408.75
AM3-212 KIT	CRESTRON	AirMedia Series 3 Kit with AM-3200-WF Receiver, two AM-TX3-100 Adaptors, and Cradle	1	$2,581.25	$2,581.25
TARIFF_SURCHARGE		Tariff Surcharge	1	$551.00	$551.00
		Sub-Total:			**$17,751.00**
		Total:			**$17,751.00**

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: AVI SYSTEMS, INC

Vendor Address: 8019 BOND STREET

City: LENEXA State: KS Zip Code: 66214

Vendor Authorized Signatory Name: ROBBY TURNER

Vendor Authorized Signatory Title: REGIONAL VICE PRESIDENT

Vendor Authorized Signatory Phone: 512-482-8467

Vendor Authorized Signatory Email: ROBBY.TURNER@AVISYSTEMS.COM

Vendor Authorized Signature: Robby Turner Date: 1-25-23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023



230105
AVI Systems, Inc.
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119335

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
2/5/2026			**378379**	**AXIS Cameras Lease = 0**

VENDOR
FORTE
PO BOX 842607
KANSAS CITY, MO 64184--2607

SHIP TO
ICS Department
10701 N. College Ave., Suite A
Carmel, IN 46280-
Kevin Cusimano **(317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108305				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1115** *Fund:* **0** **Capital Lease Fund**				
Account: **44-631.00**				
30	**Each**	**02855-001**	**$115.00**	**$3,450.00**
5	**Each**	**03190-004**	**$3,062.82**	**$15,314.10**
49	**Each**	**03206-001**	**$1,333.73**	**$65,352.77**
14	**Each**	**Model #01473-001**	**$100.00**	**$1,400.00**
6	**Each**	**Model #5502-431**	**$55.00**	**$330.00**
14	**Each**	**Model #5504-821**	**$90.00**	**$1,260.00**
1	**Each**	**Shipping / Handling**	**$400.00**	**$400.00**
			Sub Total	**$87,506.87**

CITY OF CARMEL
INDIANA

Reference #1422386 TIPS RFP 230105

Send Invoice To:
ICS Department
Kevin Cusimano
10701 N. College Ave., Suite A
Carmel, IN 46280-
(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

SHIPPING INSTRUCTIONS

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

PAYMENT **$87,506.87**

* 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 — Kevin Cusimano

TITLE — Director

Zac Jackson
CFO

CONTROL NO. 119335

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119336

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
2/5/2026			**378379**	**Traffic Cameras Lease = 0**

VENDOR
FORTE
PO BOX 842607
KANSAS CITY, MO 64184--2607

SHIP TO
ICS Department
10701 N. College Ave., Suite A
Carmel, IN 46280-
Kevin Cusimano **(317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108306				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1115** *Fund:* **0** **Capital Lease Fund**				
Account: **44-631.00**				
10	**Each**	**01470-001**	**$124.00**	**$1,240.00**
13	**Each**	**02027-004**	**$283.00**	**$3,679.00**
10	**Each**	**02411-001**	**$150.00**	**$1,500.00**
6	**Each**	**02655-001**	**$93.00**	**$558.00**
4	**Each**	**02770-001**	**$1,124.00**	**$4,496.00**
10	**Each**	**02943-001**	**$2,062.00**	**$20,620.00**
5	**Each**	**02977-301**	**$3,098.00**	**$15,490.00**
3	**Each**	**03137-001**	**$141.00**	**$423.00**
1	**Each**	**03142-001**	**$194.00**	**$194.00**
10	**Each**	**5502-731**	**$84.00**	**$840.00**
4	**Each**	**Model #01164-001**	**$93.00**	**$372.00**
1	**Each**	**Shipping / Handling**	**$437.50**	**$437.50**
			Sub Total	**$49,849.50**

CITY OF CARMEL
INDIANA

Reference #1425791 TIPS RFP 230105

Send Invoice To:
ICS Department
Kevin Cusimano
10701 N. College Ave., Suite A
Carmel, IN 46280-
(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

SHIPPING INSTRUCTIONS

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

PAYMENT **$49,849.50**

* 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 — Kevin Cusimano

TITLE — Director

Zac Jackson
CFO

CONTROL NO. 119336

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119337

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
2/5/2026			**378379**	**AV Equipment Lease = 0**

VENDOR
FORTE
PO BOX 842607
KANSAS CITY, MO 64184--2607

SHIP TO
ICS Department
10701 N. College Ave., Suite A
Carmel, IN 46280-
Kevin Cusimano (317) 571-2576

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108314				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1115** *Fund:* **0**		**Capital Lease Fund**		
Account: **44-631.00**				
1	**Each**	**AM3-212 KIT**	**$2,581.25**	**$2,581.25**
2	**Each**	**CEN-ODT-C-POE**	**$343.75**	**$687.50**
2	**Each**	**DM-NVX-384**	**$1,937.50**	**$3,875.00**
2	**Each**	**DM-NVX-384C**	**$1,937.50**	**$3,875.00**
1	**Each**	**Shipping / Handling**	**$250.00**	**$250.00**
1	**Each**	**TARIFF SURCHARGE**	**$551.00**	**$551.00**
1	**Each**	**TSS-1070-2-S**	**$866.25**	**$866.25**
1	**Each**	**TSW-1070-W-S**	**$1,906.25**	**$1,906.25**
1	**Each**	**UC-B30-T-WM**	**$3,408.75**	**$3,408.75**
			Sub Total	**$18,001.00**

CITY OF CARMEL
INDIANA

Reference #1425324 TIPS RFP 230105

Send Invoice To:
ICS Department
Kevin Cusimano
10701 N. College Ave., Suite A
Carmel, IN 46280-
(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$18,001.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY — Kevin Cusimano

TITLE — Director

Zac Jackson
CFO

CONTROL NO. 119337

Graybar Electric Co., Inc.
Information & Communication Systems Department - 2026
Appropriation #1115 0 44-631.00 Capital Lease Fund; P.O. #119334
Contract Not To Exceed $60,162.39

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

APPROVED
By Sergey Grechukhin at 11:20 am, Feb 06, 2026

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Graybar Electric Co., Inc., (the "Vendor"), as City Contract dated June 25, 2025 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: _____

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Graybar Electric Co., Inc.

By: _____

Authorized Signature

DARRYL TAULBEE

Printed Name

COMDATA MANAGER

Title

FID/TIN: 13-0794380

Date: 2/6/2026

Exhibit A

out of $65,000

GraybaR
works to your advantage

9222 ORLY RD
INDIANAPOLIS IN 46241-9607
Phone: 317-821-5700
Fax: 317-821-5750

To: CITY OF CARMEL-ICS
31 1ST AVE NW
CARMEL IN 46032-1715
Attn: Jesse Daugherty
Phone: 317-571-2586
Email: TLuckoski@carmel.in.gov
Fax: 317-571-2585

Date: 01/21/2026
Project Name:
GB Quote #: 2001435356
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr:
Valid From: 01/21/2026
Valid To: 02/20/2026
Contact: Scott Broom
Email: scott.broom@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		9	VERTIV CORPORATION	GXT5-48VBATKIT	VERTIV LIEBERT HOT-SWAP INTERNAL 9 AH 48	$414.29	1	$3,728.61
GB Part#:26370506 MFR SPEC SHEET **Long Description:**Additional battery for GXT5-1500LVRT2UXL and Liebert GXT5-2000LVRT2UXL UPS systems								
200		5	VERTIV CORPORATION	GXT5LI-1500LVRT2UXL	VERTIV LIEBERT GXT5 LITHIUM-ION ONLN UPS	$2,748.05	1	$13,740.25
GB Part#:26579398								
300		17	VERTIV CORPORATION	GXT5LI-1000LVRT2UXL	VERTIV LIEBERT GXT5 LITHIUM-ION ONLN UPS	$2,055.13	1	$34,937.21
GB Part#:26579397								
400		22	VERTIV CORPORATION	RDU120	UNIVERSAL COMM CARD WITH ENV SENSOR	$352.56	1	$7,756.32
GB Part#:27023903								

Total in USD (Tax not included): $60,162.39

F O B: * QPA#12933 TERMS AND CONDITIONS APPLY.
Delivery:

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/suppliers-files/E-J/Graybar/Contract_Documents/EV2370/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF CARMEL-ICS
31 1ST AVE NW
CARMEL IN 46032-1715
Attn: Jesse Daugherty

Date: 01/21/2026
Project Name:
GB Quote #: **2001435356**

Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price

Signed:_____

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/suppliers-files/E-J/Graybar/Contract_Documents/EV2370/EV2370_Graybar_MAD_2017_12_20.pdf

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119334

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
2/5/2026			**114000**	**UPS Systems Lease = 0**

VENDOR
GRAYBAR ELECTRIC CO, INC
12431 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693 -

SHIP TO
ICS Department
10701 N. College Ave., Suite A
Carmel, IN 46280-
Kevin Cusimano **(317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108304				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1115** *Fund:* **0** **Capital Lease Fund**				
Account: **44-631.00**				
17	**Each**	**26579397 VERTIV LIEBERT GXT5**	**$2,055.13**	**$34,937.21**
5	**Each**	**26579398 VERTIV LIEBERT GXT5**	**$2,748.05**	**$13,740.25**
9	**Each**	**VERTIV LIEBERT HOT-SWAP**	**$414.29**	**$3,728.61**
22	**Each**	**Webcard**	**$352.56**	**$7,756.32**
			Sub Total	**$60,162.39**

CITY OF CARMEL
INDIANA

Quote #2001435356 QPA#12933

Send Invoice To:
ICS Department
Kevin Cusimano
10701 N. College Ave., Suite A
Carmel, IN 46280-
(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$60,162.39**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY

TITLE

Kevin Cusimano
Director

Zac Jackson
CFO

CONTROL NO. 119334

Mainscape, Inc.
Street Department - 2026
Appropriation #2201 2201 43-504.00 Motor Vehicle Highway Fund, 1206 101 43-504.00 Fund; P.O. #s 119079, 119080
Contract Not To Exceed $1,731,031.00

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

APPROVED
By Sergey Grechukhin at 9:12 am, Feb 02, 2026

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Mainscape, Inc., (the "Vendor"), as City Contract dated February 19, 2020 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: _____
Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk
Date: _____

Mainscape, Inc.

By: Ben Robles
Authorized Signature

Ben Robles
Printed Name

Operations Manager
Title

FID/TIN: 35-1633580

Date: 1-29-2026

Exhibit A

"Mainscape": **Mainscape, Inc.**
13418 Britton Park Road
Fishers, IN 46038

"Customer": **CARMEL STREET DEPARTMENT**
3400 W. 131ST STREET
CARMEL, IN 46074

Effective Date: **1/1/2026**

THIS MASTER AGREEMENT ("Agreement" as defined in Mainscape Terms & Conditions) is entered into by and between Mainscape and Customer and is effective as of the Effective Date. Mainscape and Customer are each referred to herein from time to time as a "party" and collectively, as the "parties." In consideration of the mutual promises and commitments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. TERM. The term of this Agreement shall commence and be effective as of the Effective Date and continue until terminated as set forth herein.

B. SERVICES AND DELIVERABLES. Mainscape shall provide to Customer the Products and/or Services described in this Agreement.

C. TERMS AND CONDITIONS. The following is attached hereto or viewed by Customer at http://www.mainscape.com/termsandconditions and made a part of this Agreement as of the Effective Date, as evidenced by the initials of an authorized representative of each party next to document:

Mainscape Initials	Pertinent Document	Customer Initials
BR	Mainscape Terms & Conditions	

D. SCHEDULES. Depending on the type of Services and/or Products to be provided, one or more of the following Schedules may be attached to this Agreement. Such Schedules shall be evidenced by the initials of an authorized representative of each party in the box next to the relevant Schedule. Each attached Schedule that is initialed by both parties is made a part of this Agreement as of the Effective Date.

Mainscape Initials	Schedule	Customer Initials
BR	Landscape Services Schedule	

IN WITNESS WHEREOF, the parties acknowledge that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions set forth in this Agreement.

MAINSCAPE		CUSTOMER	
By:	Ben Robles	By:	
Printed:	Ben Robles	Printed:	
Title:	Operations Manager	Title:	
Date:	1-29-2026	Date:	

E: 51964 LANDSCAPE MAINTENANCE SERVICES SLOCUM, JOSHUA

2026 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CUSTOMER NAME
CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

BILLING CUSTOMER
CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

Comments:

	Price	Qty	Subtotal	Tax	Total
LAWN CUTTING AND EDGING					
MOWING -- WEEKLY	1,160.00	26.00	30,160.00	0.00	30,160.00
Out of right of way					
MOWING -- WEEKLY	37,518.00	26.00	975,468.00	0.00	975,468.00
In Right of way					
MOWING -- BI-WEEKLY	2,154.00	3.00	6,462.00	0.00	6,462.00
US 31 3 times per season					
BED CARE					
MULCH INSTALLATION -- HARDWOOD	201,195.00	1.00	201,195.00	0.00	201,195.00
In Right of way - Material cost $47,600 - Labor cost $144,015.28					
MULCH INSTALLATION -- HARDWOOD	60,245.00	1.00	60,245.00	0.00	60,245.00
Out of right of way - Material cost $19,550 Labor Cost $37,827.84					
OTHER SERVICES					
OTHER LANDSCAPE MAINTENANCE	389,231.00	1.00	389,231.00	0.00	389,231.00
In Right of way					
OTHER LANDSCAPE MAINTENANCE	68,270.00	1.00	68,270.00	0.00	68,270.00
Out of right of way					

Please refer to last page for service specifications.

Total Sales	1,731,031.00
Tax Amount	0.00
Contract Amount	$ 1,731,031.00

12 payments of $144,252.58

Method of Billing: Monthly Billing

Conditions: All material is assured to be as specified. All work is to be completed in a professional manner according to standard practices. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure. Purchaser agrees not to employ any Mainscape employees for the duration of this agreement and for a period of twelve (12) months after agreement expiration, unless otherwise specified in writing by Mainscape. Purchaser is to carry all risk property coverage. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net 30 Days. Any costs incurred in collection of this agreement, including reasonable attorney's fees, will be paid by the Customer.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. This agreement is valid for the duration of the terms as specified from 1/1/2026 and will thereafter automatically renew unless a written notification is sent by the Purchaser 60-days prior to the aforementioned expiration date. If Purchaser cancels this agreement at any time other than the aforementioned date, Purchaser agrees to pay the balance due for the work completed. Purchaser may cancel this agreement for cause as provided herein Mainscape's terms and conditions. Mainscape may cancel immediately if Purchaser defaults on agreed upon payment terms.

Mainscape's terms and conditions are incorporated herein, and supercede any provisions herein that are inconsistent with those terms and conditions. See http://www.mainscape.com/termsandconditions.

Customer Signature _____ Customer Title_____

Customer Printed Name _____ Date Signed_____

Contractor's Signature Ben Robles Contractor's Title Operations Manager

Contractor's Printed Name Ben Robles Company Mainscape Inc.

Note: Proposal may be withdrawn
if not accepted within 45 days of _____. Mainscape Signature_____

Please check the following information and make any necessary corrections. Thank You!

Service Location

CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

Billing Address

CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

Preferred Billing Email Address:

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER
119079

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
1/13/2026			00351837	2026 Landscape Maintenance

VENDOR
MAINSCAPE LANDSCAPING
13418 BRITTON PARK ROAD
FISHERS,, IN 46038 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107656				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 2201	*Fund:* 2201 Motor Vehicle Highway FND			
Account: 43-504.00				
1	Each	Mowing / Landscaping	1,572,356.00	$1,572,356.00
			Sub Total	$1,572,356.00

CITY OF CARMEL INDIANA

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

PAYMENT **$1,572,356.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY — Lee Higginbotham
TITLE — Commissioner

Zac Jackson
CFO

CONTROL NO. 119079

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER
119080

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
1/13/2026			00351837	2026 Landscape Maintenance

VENDOR MAINSCAPE LANDSCAPING
13418 BRITTON PARK ROAD
FISHERS,, IN 46038 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107667				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1	Each	Mowing / Landscaping	$158,675.00	$158,675.00
			Sub Total	$158,675.00

Department: **1206** *Fund:* **101** **General Fund**
Account: **43-504.00**

CITY OF CARMEL INDIANA

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

PAYMENT **$158,675.00**

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

SHIPPING INSTRUCTIONS

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

ORDERED BY — Lee Higginbotham, Commissioner
TITLE — Zac Jackson, CFO

CONTROL NO. 119080

Mainscape, Inc.
Street Department - 2026
Appropriation #2201 2201 43-504.00 Motor Vehicle Highway Fund, 1206 101 43-504.00 Fund; P.O. #s 119050, 119051
Contract Not To Exceed $474,000.00

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

APPROVED
By Sergey Grechukhin at 9:13 am, Feb 02, 2026

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Mainscape, Inc., (the "Vendor"), as City Contract dated February 19, 2020 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: _____
Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk
Date: _____

Mainscape, Inc.

By: Ben Robles
Authorized Signature

Ben Robles
Printed Name

Operations Manager
Title

FID/TIN: 35-1633580

Date: 1-29-2026

Exhibit A

"Mainscape": **Mainscape, Inc.**
13418 Britton Park Road
Fishers, IN 46038

"Customer": **CARMEL STREET DEPARTMENT - IN RIGHT OF WAY**
3400 W. 131ST STREET
CARMEL, IN 46074

Effective Date: **11/1/2025**

THIS MASTER AGREEMENT ("Agreement" as defined in Mainscape Terms & Conditions) is entered into by and between Mainscape and Customer and is effective as of the Effective Date. Mainscape and Customer are each referred to herein from time to time as a "party" and collectively, as the "parties." In consideration of the mutual promises and commitments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. TERM. The term of this Agreement shall commence and be effective as of the Effective Date and continue until terminated as set forth herein.

B. SERVICES AND DELIVERABLES. Mainscape shall provide to Customer the Products and/or Services described in this Agreement.

C. TERMS AND CONDITIONS. The following is attached hereto or viewed by Customer at http://www.mainscape.com/termsandconditions and made a part of this Agreement as of the Effective Date, as evidenced by the initials of an authorized representative of each party next to document:

Mainscape Initials	Pertinent Document	Customer Initials
BR	Mainscape Terms & Conditions	

D. SCHEDULES. Depending on the type of Services and/or Products to be provided, one or more of the following Schedules may be attached to this Agreement. Such Schedules shall be evidenced by the initials of an authorized representative of each party in the box next to the relevant Schedule. Each attached Schedule that is initialed by both parties is made a part of this Agreement as of the Effective Date.

Mainscape Initials	Schedule	Customer Initials
BR	Snow/Winter Services Schedule	

IN WITNESS WHEREOF, the parties acknowledge that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions set forth in this Agreement.

MAINSCAPE		CUSTOMER	
By:	Ben Robles	By:	
Printed:	Ben Robles	Printed:	
Title:	Operations Manager	Title:	
Date:	1-29-2026	Date:	

MAINSCAPE

Contract ID: 71454 | SNOW & ICE MANAGEMENT SERVICES | ROBLES, BENJAMIN

SNOW PROPOSAL (2025)

CONTRACT LOCATION

CARMEL STREET DEPARTMENT - IN RIGHT OF WAY
3400 W. 131ST STREET
CARMEL, IN 46074

CUSTOMER

CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

Contract Notes:

SERVICE LEVEL

- "No Doubt" service - You authorize Mainscape to perform any service necessary (plowing, hand work, ice melt and salting) at the first sign of snow or ice accumulations. Mainscape proactively checks your site for hazardous conditions and automatically takes action as necessary to limit your overall liability associated with snow and ice.
- 1" Trigger Point - You authorize Mainscape to perform snow clearing services such as plowing and/or handwork automatically after 1" of snow accumulation. We can also set it up to automatically perform a salting and ice melt application after the snow clearing activities to limit slippery conditions and your overall liability.
- 2" Trigger Point - You authorize Mainscape to perform snow clearing services such as plowing and/or handwork automatically after 2" of snow accumulation. We can also set it up to automatically perform a salting and ice melt application after the snow clearing activities to limit slippery conditions and your overall liability.

Mainscape can customize a snow removal and ice management program specific to your needs. With your help, we will take into consideration your business type, your risk tolerance and your budget to setup the best plan for you property. Our goal is to "make it easy" and give you peace of mind that your snow and ice management services are handled.

PLOWING & SALTING SERVICES (Parking Areas and Drive Lanes)

SNOW PLOWING

Please check a starting depth AND initial to approve.

Initial : _____

	Depth of Snowfall	Amount Each
☐	Breakout	$1,585
☐	1" - 2.9"	$1,762.00
☐		
☐	3" - 5.9"	$3,170.00
	6" - +"	$4,760.00
	Per Addl'l 1"	

Notes:

SALTING

Please check an application option AND initial to approve. Includes Application.

Initial : _____

☐	No Doubt	$300/ton plus tax
☐	Yes, automatic after plowing	
☐	Upon Request	

Notes:

SIDEWALKS & WALKWAY AREAS

HANDWORK

Please check a starting depth and an application option AND initial to approve.

Initial : _____

	Depth of Snowfall	Amount Each
☐	Price / HR	$80
☐	.1" - 2.9"	$6,138
☐	3" - 5.9"	$12,276
☐	6" -+ "	$18,414
	Per Addt'l 1 Inch	

(1 Hour Minimum)

Notes:

ICE MELTER (per trip)

Please check an application option AND initial to approve.

Includes material only, see handwork for application.

Initial : _____

☐	No Doubt	$1,934
☐	Yes, automatic after clearing	
☐	Upon Request	

(1 Bag Minimum)

Notes:

SNOW SERVICE AGREEMENT
MAINSCAPE, INC. SPECIFICATIONS, CONDITIONS & TERMS

11/19/2025

Specifications:

1) Snow Removal from PRIMARY DRIVES, STREETS, & PARKING AREAS will NORMALLY occur before 6:00 a.m. of the day following a Snow Event. However, a Snow Event which is equal to or greater than 6 inches or which accumulates to 2" after 4:00 a.m. will constitute an exception to this specification. Snow Removal providing exit routes through PRIMARY DRIVES & STREETS is referred to as a 'Break Out'.
2) Removal of snow from SECONDARY DRIVES, STREETS, PARKING AREAS & SIDEWALKS will NORMALLY occur before 6:00 p.m. of the day following a snow event. However, a snow event which is equal to or greater than 6 inches or which accumulates to 2" after 4:00 a.m., will constitute an exception to this specification.
3) Mainscape, Inc. ("Mainscape") is not responsible for removing snow from parking spaces unless there are three (3) contiguous spaces open. MAINSCAPE IS NOT RESPONSIBLE FOR SLIP AND FALLS BETWEEN CARS OR IN AND AROUND PARKING SPACES.
4) Snow Removal DOES NOT include removal of snow that is within three (3) feet of any structure. Removal of snow within three (3) feet of any structure will require Handwork and must be contracted separately in advance.
5) Snow Removal performed on drives and streets will normally create ridges of snow along both edges. These ridges will not be removed from driveways, streets or sidewalks that intersect these areas, or from behind parked vehicles. Removal of these ridges will require additional time and must be contracted separately in advance(See Break Out Charge below).
6) MAINSCAPE IS NOT RESPONSIBLE FOR DAMAGE THAT MAY OCCUR TO TURF AREAS, MANHOLE COVERS, SPEED BUMPS, ASPHALT OR CONCRETE DRIVES, STREETS, PARKING AREAS OR SIDEWALKS. Mainscape can provide an additional service of marking snow removal areas on the property and/or site inspection at a rate of $55.00 per labor hour plus materials.
7) Mainscape will determine the depth of Snowfall at each customer's property or properties. This depth may vary from one property to another.
8) Mainscape may invoice a "Break Out" Charge in addition to the normal Snow Removal Service Charge. This "Break Out" Charge will equal one-half the normal Snow Removal Service Charge. This would occur when snow continues to fall and accumulates two or more inches after the initial "Break Out" has been performed.
9) Mainscape may charge for two full Snow Removal Services during one Snow Event. This would occur when snow continues falling and accumulates two or more inches or drifts after the initial Snow Removal Service has been performed.
10) Mainscape will charge Holiday Rates (150% of normal per service rates) for work performed on December 24th, 25th, 31st and January 1st.
11) Mainscape reserves the right to charge a minimum hourly rate of $75.00 for a two inch Snow Removal (including Travel Time) and increasing $5.00 an hour for each additional two inches of snow.
12) Mainscape reserves the right to use snow blowers and/or small tractors to assist in Handwork and charge accordingly.
13) Salt will be charged per approximate ton. Salt weight can vary depending on moisture content and granule size. One front-end loader cup is approximately one ton.
14) Mainscape reserves the right to incur a fuel/gasoline surcharge if gasoline prices rise a significant amount following execution of this Agreement.
15) THE PROPERTY OWNER AND/OR MANAGEMENT COMPANY TAKES TOTAL RESPONSIBILITY AND/OR INDEMNIFIES MAINSCAPE FROM ANY AND ALL SLIP AND FALLS OR PERSONAL INJURIES.

Additional Services & Equipment Available: Please reference hourly account pricing structure provided by your account executive.

Conditions: This Snow Service Agreement is valid from 11/1/2025 through 4/15/2026 11:59:59 PM, expiring at 12:00 midnight on 4/15/2026 11:59:59 PM. All work is to be completed in a professional manner according to standard practices as outlined by the Snow & Ice Management Association. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure.

Liability: Customer agrees to indemnify Mainscape against and hold Mainscape harmless from any and all liability, loss, cost or expenses incurred directly or indirectly from any claim or cause of action of any nature, including, without limitation, claims for personal injuries and/or slip and falls, arising while on or near the Property, or as a result of Mainscape's work performed on the Property, including claims relating to any alleged or actual negligence of Mainscape, its representatives, agents and employees, or by reason of any claim or dispute of any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Customer, its representatives, agents or employees, tenants or invitees, and whether or not it is alleged that Mainscape in any way contributed to the alleged wrongdoing or is liable due to a nondelegable duty. Customer agrees to save defend indemnify and hold Mainscape harmless of and from any and all liability, loss, cost or expenses incurred directly or indirectly from any act or omission by Customer or Customer's agents, employees or invitees from any cause or causes arising from or relating to Customer's performance under this agreement. Customer takes full responsibility for these potential liabilities and for carrying any insurance that may be necessary to cover these and any other liabilities that may arise. Mainscape, Inc. carries worker's compensation insurance, general liability insurance and automobile liability insurance. Certificates of insurance are available upon request.

Acceptance of Agreement: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape is authorized to perform the services specified by this agreement. Mainscape may cancel this Agreement at any time by giving Customer a thirty- (30) day notice in writing, or may cancel immediately in the event of delinquent payment. Customer may cancel this Agreement by giving Mainscape a thirty- (30) day notice in writing. Customer agrees to pay all balances due for work completed.

Mainscape's terms and conditions are incorporated herein, and supercede any provisions herein that are inconsistent with those terms and conditions. See http://www.mainscape.com/termsandconditions.

		Ben Robles	1-29-2026
Customer's Authorized Signature	**Date**	**Mainscape Authorized Signature**	**Date**

"Mainscape": **Mainscape, Inc.**
13418 Britton Park Road
Fishers, IN 46038

"Customer": **CARMEL STREET DEPARTMENT - OUT OF RIGHT OF WAY**
3400 W. 131ST STREET
CARMEL, IN 46074

Effective Date: **11/1/2025**

THIS MASTER AGREEMENT ("Agreement" as defined in Mainscape Terms & Conditions) is entered into by and between Mainscape and Customer and is effective as of the Effective Date. Mainscape and Customer are each referred to herein from time to time as a "party" and collectively, as the "parties." In consideration of the mutual promises and commitments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. TERM. The term of this Agreement shall commence and be effective as of the Effective Date and continue until terminated as set forth herein.

B. SERVICES AND DELIVERABLES. Mainscape shall provide to Customer the Products and/or Services described in this Agreement.

C. TERMS AND CONDITIONS. The following is attached hereto or viewed by Customer at http://www.mainscape.com/termsandconditions and made a part of this Agreement as of the Effective Date, as evidenced by the initials of an authorized representative of each party next to document:

Mainscape Initials	Pertinent Document	Customer Initials
	Mainscape Terms & Conditions	

D. SCHEDULES. Depending on the type of Services and/or Products to be provided, one or more of the following Schedules may be attached to this Agreement. Such Schedules shall be evidenced by the initials of an authorized representative of each party in the box next to the relevant Schedule. Each attached Schedule that is initialed by both parties is made a part of this Agreement as of the Effective Date.

Mainscape Initials	Schedule	Customer Initials
	Snow/Winter Services Schedule	

IN WITNESS WHEREOF, the parties acknowledge that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions set forth in this Agreement.

MAINSCAPE

By: Ben Robles

Printed: Ben Robles

Title: Operations Manager

Date: 1-29-2026

CUSTOMER

By: _____

Printed: _____

Title: _____

Date: _____

MAINSCAPE

Contract ID: 71455 | SNOW & ICE MANAGEMENT SERVICES | ROBLES, BENJAMIN

SNOW PROPOSAL (2025)

CONTRACT LOCATION

CARMEL STREET DEPARTMENT - OUT OF RIGHT OF WAY
3400 W. 131ST STREET
CARMEL, IN 46074

CUSTOMER

CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

Contract Notes:

SERVICE LEVEL

- "No Doubt" service - You authorize Mainscape to perform any service necessary (plowing, hand work, ice melt and salting) at the first sign of snow or ice accumulations. Mainscape proactively checks your site for hazardous conditions and automatically takes action as necessary to limit your overall liability associated with snow and ice.
- 1" Trigger Point - You authorize Mainscape to perform snow clearing services such as plowing and/or handwork automatically after 1" of snow accumulation. We can also set it up to automatically perform a salting and ice melt application after the snow clearing activities to limit slippery conditions and your overall liability.
- 2" Trigger Point - You authorize Mainscape to perform snow clearing services such as plowing and/or handwork automatically after 2" of snow accumulation. We can also set it up to automatically perform a salting and ice melt application after the snow clearing activities to limit slippery conditions and your overall liability.

Mainscape can customize a snow removal and ice management program specific to your needs. With your help, we will take into consideration your business type, your risk tolerance and your budget to setup the best plan for you property. Our goal is to "make it easy" and give you peace of mind that your snow and ice management services are handled.

PLOWING & SALTING SERVICES (Parking Areas and Drive Lanes)

SNOW PLOWING

Please check a starting depth AND initial to approve.

Initial : _____

	Depth of Snowfall	Amount Each
☐	Breakout	$1940
☐	1" - 2.9"	$1,940.00
☐		
☐	3" - 5.9"	$3,880.00
	6" - +"	$5,815.00
	Per Addt'l 1"	

Notes:

SALTING

Please check an application option AND initial to approve. Includes Application.

Initial : _____

☐	No Doubt	$300/ton plus tax
☐	Yes, automatic after plowing	
☐	Upon Request	

Notes:

SIDEWALKS & WALKWAY AREAS

HANDWORK

Please check a starting depth and an application option AND initial to approve.

Initial : _____

	Depth of Snowfall	Amount Each
☐	Price / HR	$80
☐	.1" - 2.9"	$7,500
☐	3" - 5.9"	$15,000
☐	6" - +"	$22,500
	Per Addt'l 1 Inch	

(1 Hour Minimum)

Notes:

ICE MELTER (per trip)

Please check an application option AND initial to approve.

Includes material only, see handwork for application.

Initial : _____

☐	No Doubt	$2,365.00
☐	Yes, automatic after clearing	
☐	Upon Request	

(1 Bag Minimum)

Notes:

SNOW SERVICE AGREEMENT
MAINSCAPE, INC. SPECIFICATIONS, CONDITIONS & TERMS

11/19/2025

Specifications:

1) Snow Removal from PRIMARY DRIVES, STREETS, & PARKING AREAS will NORMALLY occur before 6:00 a.m. of the day following a Snow Event. However, a Snow Event which is equal to or greater than 6 inches or which accumulates to 2" after 4:00 a.m. will constitute an exception to this specification. Snow Removal providing exit routes through PRIMARY DRIVES & STREETS is referred to as a 'Break Out'.
2) Removal of snow from SECONDARY DRIVES, STREETS, PARKING AREAS & SIDEWALKS will NORMALLY occur before 6:00 p.m. of the day following a snow event. However, a snow event which is equal to or greater than 6 inches or which accumulates to 2" after 4:00 a.m., will constitute an exception to this specification.
3) Mainscape, Inc. ("Mainscape") is not responsible for removing snow from parking spaces unless there are three (3) contiguous spaces open. MAINSCAPE IS NOT RESPONSIBLE FOR SLIP AND FALLS BETWEEN CARS OR IN AND AROUND PARKING SPACES.
4) Snow Removal DOES NOT include removal of snow that is within three (3) feet of any structure. Removal of snow within three (3) feet of any structure will require Handwork and must be contracted separately in advance.
5) Snow Removal performed on drives and streets will normally create ridges of snow along both edges. These ridges will not be removed from driveways, streets or sidewalks that intersect these areas, or from behind parked vehicles. Removal of these ridges will require additional time and must be contracted separately in advance(See Break Out Charge below).
6) MAINSCAPE IS NOT RESPONSIBLE FOR DAMAGE THAT MAY OCCUR TO TURF AREAS, MANHOLE COVERS, SPEED BUMPS, ASPHALT OR CONCRETE DRIVES, STREETS, PARKING AREAS OR SIDEWALKS. Mainscape can provide an additional service of marking snow removal areas on the property and/or site inspection at a rate of $55.00 per labor hour plus materials.
7) Mainscape will determine the depth of Snowfall at each customer's property or properties. This depth may vary from one property to another.
8) Mainscape may invoice a "Break Out" Charge in addition to the normal Snow Removal Service Charge. This "Break Out" Charge will equal one-half the normal Snow Removal Service Charge. This would occur when snow continues to fall and accumulates two or more inches after the initial "Break Out" has been performed.
9) Mainscape may charge for two full Snow Removal Services during one Snow Event. This would occur when snow continues falling and accumulates two or more inches or drifts after the Initial Snow Removal Service has been performed.
10) Mainscape will charge Holiday Rates (150% of normal per service rates) for work performed on December 24th, 25th, 31st and January 1st.
11) Mainscape reserves the right to charge a minimum hourly rate of $75.00 for a two inch Snow Removal (including Travel Time) and increasing $5.00 an hour for each additional two inches of snow.
12) Mainscape reserves the right to use snow blowers and/or small tractors to assist in Handwork and charge accordingly.
13) Salt will be charged per approximate ton. Salt weight can vary depending on moisture content and granule size. One front-end loader cup is approximately one ton.
14) Mainscape reserves the right to incur a fuel/gasoline surcharge if gasoline prices rise a significant amount following execution of this Agreement.
15) THE PROPERTY OWNER AND/OR MANAGEMENT COMPANY TAKES TOTAL RESPONSIBILITY AND/OR INDEMNIFIES MAINSCAPE FROM ANY AND ALL SLIP AND FALLS OR PERSONAL INJURIES.

Additional Services & Equipment Available: Please reference hourly account pricing structure provided by your account executive.

Conditions: This Snow Service Agreement is valid from 11/1/2025 through 4/15/2026 11:59:59 PM, expiring at 12:00 midnight on 4/15/2026 11:59:59 PM. All work is to be completed in a professional manner according to standard practices as outlined by the Snow & Ice Management Association. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure.

Liability: Customer agrees to indemnify Mainscape against and hold Mainscape harmless from any and all liability, loss, cost or expenses incurred directly or indirectly from any claim or cause of action of any nature, including, without limitation, claims for personal injuries and/or slip and falls, arising while on or near the Property, or as a result of Mainscape's work performed on the Property, including claims relating to any alleged or actual negligence of Mainscape, its representatives, agents and employees, or by reason of any claim or dispute of any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Customer, its representatives, agents or employees, tenants or invitees, and whether or not it is alleged that Mainscape in any way contributed to the alleged wrongdoing or is liable due to a nondelegable duty. Customer agrees to save defend indemnify and hold Mainscape harmless of and from any and all liability, loss, cost or expenses incurred directly or indirectly from any act or omission by Customer or Customer's agents, employees or invitees from any cause or causes arising from or relating to Customer's performance under this agreement. Customer takes full responsibility for these potential liabilities and for carrying any insurance that may be necessary to cover these and any other liabilities that may arise. Mainscape, Inc. carries worker's compensation insurance, general liability insurance and automobile liability insurance. Certificates of insurance are available upon request.

Acceptance of Agreement: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape is authorized to perform the services specified by this agreement. Mainscape may cancel this Agreement at any time by giving Customer a thirty- (30) day notice in writing, or may cancel immediately in the event of delinquent payment. Customer may cancel this Agreement by giving Mainscape a thirty- (30) day notice in writing. Customer agrees to pay all balances due for work completed.

Mainscape's terms and conditions are incorporated herein, and supercede any provisions herein that are inconsistent with those terms and conditions. See http://www.mainscape.com/termsandconditions.

		Ben Robb 1-29-2026	
Customer's Authorized Signature	**Date**	**Mainscape Authorized Signature**	**Date**

"Mainscape": **Mainscape, Inc.**
13418 Britton Park Road
Fishers, IN 46038

"Customer": **CARMEL PARKING GARAGES**
3400 W. 131ST STREET
CARMEL, IN 46074

Effective Date: **11/1/2025**

THIS MASTER AGREEMENT ("Agreement" as defined in Mainscape Terms & Conditions) is entered into by and between Mainscape and Customer and is effective as of the Effective Date. Mainscape and Customer are each referred to herein from time to time as a "party" and collectively, as the "parties." In consideration of the mutual promises and commitments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. TERM. The term of this Agreement shall commence and be effective as of the Effective Date and continue until terminated as set forth herein.

B. SERVICES AND DELIVERABLES. Mainscape shall provide to Customer the Products and/or Services described in this Agreement.

C. TERMS AND CONDITIONS. The following is attached hereto or viewed by Customer at http://www.mainscape.com/termsandconditions and made a part of this Agreement as of the Effective Date, as evidenced by the initials of an authorized representative of each party next to document:

Mainscape Initials	Pertinent Document	Customer Initials
BR	Mainscape Terms & Conditions	

D. SCHEDULES. Depending on the type of Services and/or Products to be provided, one or more of the following Schedules may be attached to this Agreement. Such Schedules shall be evidenced by the initials of an authorized representative of each party in the box next to the relevant Schedule. Each attached Schedule that is initialed by both parties is made a part of this Agreement as of the Effective Date.

Mainscape Initials	Schedule	Customer Initials
BR	Snow/Winter Services Schedule	

IN WITNESS WHEREOF, the parties acknowledge that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions set forth in this Agreement.

MAINSCAPE		CUSTOMER	
By:	Ben Robles	By:	
Printed:	Ben Robles	Printed:	
Title:	Operations Manager	Title:	
Date:	1-29-2026	Date:	

MAINSCAPE

Contract ID: 71453 | SNOW & ICE MANAGEMENT SERVICES | SLOCUM, JOSHUA

SNOW PROPOSAL (2025)

CONTRACT LOCATION

CARMEL PARKING GARAGES
3400 W. 131ST STREET
CARMEL, IN 46074

CUSTOMER

CARMEL PARKING GARAGES
c\o CARMEL STREET DEPARTMENT
3400 W. 131ST STREET
CARMEL, IN 46074

Contract Notes:

SERVICE LEVEL

- "No Doubt" service - You authorize Mainscape to perform any service necessary (plowing, hand work, ice melt and salting) at the first sign of snow or ice accumulations. Mainscape proactively checks your site for hazardous conditions and automatically takes action as necessary to limit your overall liability associated with snow and ice.
- 1" Trigger Point - You authorize Mainscape to perform snow clearing services such as plowing and/or handwork automatically after 1" of snow accumulation. We can also set it up to automatically perform a salting and ice melt application after the snow clearing activities to limit slippery conditions and your overall liability.
- 2" Trigger Point - You authorize Mainscape to perform snow clearing services such as plowing and/or handwork automatically after 2" of snow accumulation. We can also set it up to automatically perform a salting and ice melt application after the snow clearing activities to limit slippery conditions and your overall liability.

Mainscape can customize a snow removal and ice management program specific to your needs. With your help, we will take into consideration your business type, your risk tolerance and your budget to setup the best plan for you property. Our goal is to "make it easy" and give you peace of mind that your snow and ice management services are handled.

PLOWING & SALTING SERVICES (Parking Areas and Drive Lanes)

SNOW PLOWING

*Please check a starting depth **AND** initial to approve.*

Initial : _____

	Depth of Snowfall	Amount Each
☐	Breakout	$4550
☐	1" - 2.9"	$4,550.00
☐		
☐	3" - 5.9"	$6,500.00
	6" - +"	$9,100.00
	Per Addt'l 1"	

Notes:

SALTING

*Please check an application option **AND** initial to approve. Includes Application.*

Initial : _____

☐	No Doubt	$300/ton plus tax
☐	Yes, automatic after plowing	
☐	Upon Request	

Notes:

SIDEWALKS & WALKWAY AREAS

HANDWORK

*Please check a starting depth and an application option **AND** initial to approve.*

Initial : _____

	Depth of Snowfall	Amount Each
☐	Price / HR	
☐	.1" - .9"	
☐	1" - 1.9"	
☐	2" - 2.9"	
	3" - 3.9"	
	Per Addt'l 1 Inch	

(1 Hour Minimum)

Notes:

ICE MELTER (per trip)

*Please check an application option **AND** initial to approve.*
Includes material only, see handwork for application.

Initial : _____

☐	No Doubt	/bag plus tax *(50lb. bag)*
☐	Yes, automatic after clearing	
☐	Upon Request	

(1 Bag Minimum)

Notes:

SNOW SERVICE AGREEMENT
MAINSCAPE, INC. SPECIFICATIONS, CONDITIONS & TERMS

11/19/2025

Specifications:

1) Snow Removal from PRIMARY DRIVES, STREETS, & PARKING AREAS will NORMALLY occur before 6:00 a.m. of the day following a Snow Event. However, a Snow Event which is equal to or greater than 6 inches or which accumulates to 2" after 4:00 a.m. will constitute an exception to this specification. Snow Removal providing exit routes through PRIMARY DRIVES & STREETS is referred to as a 'Break Out'.
2) Removal of snow from SECONDARY DRIVES, STREETS, PARKING AREAS & SIDEWALKS will NORMALLY occur before 6:00 p.m. of the day following a snow event. However, a snow event which is equal to or greater than 6 inches or which accumulates to 2" after 4:00 a.m., will constitute an exception to this specification.
3) Mainscape, Inc. ("Mainscape") is not responsible for removing snow from parking spaces unless there are three (3) contiguous spaces open. MAINSCAPE IS NOT RESPONSIBLE FOR SLIP AND FALLS BETWEEN CARS OR IN AND AROUND PARKING SPACES.
4) Snow Removal DOES NOT include removal of snow that is within three (3) feet of any structure. Removal of snow within three (3) feet of any structure will require Handwork and must be contracted separately in advance.
5) Snow Removal performed on drives and streets will normally create ridges of snow along both edges. These ridges will not be removed from driveways, streets or sidewalks that intersect these areas, or from behind parked vehicles. Removal of these ridges will require additional time and must be contracted separately in advance(See Break Out Charge below).
6) MAINSCAPE IS NOT RESPONSIBLE FOR DAMAGE THAT MAY OCCUR TO TURF AREAS, MANHOLE COVERS, SPEED BUMPS, ASPHALT OR CONCRETE DRIVES, STREETS, PARKING AREAS OR SIDEWALKS. Mainscape can provide an additional service of marking snow removal areas on the property and/or site inspection at a rate of $55.00 per labor hour plus materials.
7) Mainscape will determine the depth of Snowfall at each customer's property or properties. This depth may vary from one property to another.
8) Mainscape may invoice a "Break Out" Charge in addition to the normal Snow Removal Service Charge. This "Break Out" Charge will equal one-half the normal Snow Removal Service Charge. This would occur when snow continues to fall and accumulates two or more inches after the initial "Break Out" has been performed.
9) Mainscape may charge for two full Snow Removal Services during one Snow Event. This would occur when snow continues falling and accumulates two or more inches or drifts after the initial Snow Removal Service has been performed.
10) Mainscape will charge Holiday Rates (150% of normal per service rates) for work performed on December 24th, 25th, 31st and January 1st.
11) Mainscape reserves the right to charge a minimum hourly rate of $75.00 for a two inch Snow Removal (including Travel Time) and increasing $5.00 an hour for each additional two inches of snow.
12) Mainscape reserves the right to use snow blowers and/or small tractors to assist in Handwork and charge accordingly.
13) Salt will be charged per approximate ton. Salt weight can vary depending on moisture content and granule size. One front-end loader cup is approximately one ton.
14) Mainscape reserves the right to incur a fuel/gasoline surcharge if gasoline prices rise a significant amount following execution of this Agreement.
15) THE PROPERTY OWNER AND/OR MANAGEMENT COMPANY TAKES TOTAL RESPONSIBILITY AND/OR INDEMNIFIES MAINSCAPE FROM ANY AND ALL SLIP AND FALLS OR PERSONAL INJURIES.

Additional Services & Equipment Available: Please reference hourly account pricing structure provided by your account executive.

Conditions: This Snow Service Agreement is valid from 11/1/2025 through 4/15/2026 11:59:59 PM, expiring at 12:00 midnight on 4/15/2026 11:59:59 PM. All work is to be completed in a professional manner according to standard practices as outlined by the Snow & Ice Management Association. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure.

Liability: Customer agrees to indemnify Mainscape against and hold Mainscape harmless from any and all liability, loss, cost or expenses incurred directly or indirectly from any claim or cause of action of any nature, including, without limitation, claims for personal injuries and/or slip and falls, arising while on or near the Property, or as a result of Mainscape's work performed on the Property, including claims relating to any alleged or actual negligence of Mainscape, its representatives, agents and employees, or by reason of any claim or dispute of any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Customer, its representatives, agents or employees, tenants or invitees, and whether or not it is alleged that Mainscape in any way contributed to the alleged wrongdoing or is liable due to a nondelegable duty. Customer agrees to save defend indemnify and hold Mainscape harmless of and from any and all liability, loss, cost or expenses incurred directly or indirectly from any act or omission by Customer or Customer's agents, employees or invitees from any cause or causes arising from or relating to Customer's performance under this agreement. Customer takes full responsibility for these potential liabilities and for carrying any insurance that may be necessary to cover these and any other liabilities that may arise. Mainscape, Inc. carries worker's compensation insurance, general liability insurance and automobile liability insurance. Certificates of insurance are available upon request.

Acceptance of Agreement: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape is authorized to perform the services specified by this agreement. Mainscape may cancel this Agreement at any time by giving Customer a thirty- (30) day notice in writing, or may cancel immediately in the event of delinquent payment. Customer may cancel this Agreement by giving Mainscape a thirty- (30) day notice in writing. Customer agrees to pay all balances due for work completed.

Mainscape's terms and conditions are incorporated herein, and supercede any provisions herein that are inconsistent with those terms and conditions. See http://www.mainscape.com/termsandconditions.

		Ben Boff 1-29-2026	
Customer's Authorized Signature	**Date**	**Mainscape Authorized Signature**	**Date**

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER
119050

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
1/8/2026			00351837	Snow Removal Services- Out of ROW

VENDOR MAINSCAPE LANDSCAPING
13418 BRITTON PARK ROAD
FISHERS,, IN 46038 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107578				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 1206 *Fund:* 101 General Fund *Account:* 43-504.00				
1	Each	Snow Removal	$100,000.00	$100,000.00
			Sub Total	$100,000.00

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
				$100,000.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY — Lee Higginbotham
TITLE — Commissioner

Zac Jackson
CFO

CONTROL NO. 119050

City of Carmel

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER
119051

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
1/8/2026			00351837	Snow Removal in ROW

VENDOR
MAINSCAPE LANDSCAPING
13418 BRITTON PARK ROAD
FISHERS,, IN 46038 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
107579				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 2201 *Fund:* 2201 Motor Vehicle Highway FND				
Account: 43-504.00				
1	Each	Snow Removal	$374,000.00	$374,000.00
			Sub Total	$374,000.00

CITY OF CARMEL INDIANA

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
				$374,000.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY — Lee Higginbotham
TITLE — Commissioner

Zac Jackson
CFO

CONTROL NO. 119051

CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Allied Solutions Yes 02/05/2026

Request submission date: 02/05/2026
Department Review:
MAC: yes 02/05/2026
ENG: NO REPONSE
CPD: yes,02/05/206
CFD: yes, 02/09/2026
STREETS: yes 02/05/2026
PARKS: yes, 02/06/2026

Information

1. CITY FACILITY REQUESTED:

Mark all that apply

FACILITY *

- [x] **CARTER GREEN (area between Center for the Performing Arts & James Building)**
- [ ] **ALLIED SOLUTIONS CENTER FOR THE PERFORMING ARTS EAST PATIO (on the Campus of the Center for the Performing Arts)**

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

Our organization, The Association of Bulgarians Abroad 681, would greatly appreciate your permission to decorate a tree in front of the Allied Solutions Center for the Performing Arts building, like we did last 2 years. Since it was a very successful event, I believe the same tree would work best.
Here is a reminder about the meaning of the Martenitsa Tree:

On the 1st of March, Bulgarians celebrate a beautiful tradition called Baba Marta (or Grandma March in English) to welcome the approaching spring. On that day Bulgarians exchange Martenitsas ['martenitsa] wishing good health and happiness to family and friends. The Martenitsa is made of twined red and white threads where the white symbolizes strength, purity and happiness, and the red is associated with health and fertility. It is traditionally worn until one sees a stork or a blooming tree. In 1992, the artist Marian Milanov started decorating trees in red and white, a new tradition that spread to Bulgarian communities all over the world.

By decorating this tree, the Bulgarian immigrants of Indiana send their best wishes for happiness and prosperity to the city and the people who have opened their hearts to welcome them into their communities.

Please let me know if you have any questions!
You can reach me via email or by phone at 317-332-7343.

Thank you!

Warm regards,
Rali Kolarova
Vice President of The Association of Bulgarians Abroad 681

Attach additional pages if needed-SEE BELOW

Event Date Start *
2/28/2026

Event Date End *
3/21/2026

If multiple dates, please list

Set-Up time * 12:00:00 PM

Tear Down End time * 12:00:00 PM

Event Start time: * 12:00:00 PM

Event End time: * 12:00:00 PM

Rehearsal * ☑ No ☐ Yes

Number of People Expected: * 10

Fees? Will a Fee be charged for this event? If yes, please describe below.

○ YES ◉ NO

3. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.

Type of Closure:

- ○ Rolling closure
- ○ Total closure
- ○ Lane restrictions - explain below
- ○ Other - explain below
- ○ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

4. SPECIAL REQUESTS:

Mark all that apply

REQUESTS:

- ☐ ELECTRICITY
- ☐ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
- ☑ N/A
- ☐ Other

5. CITY SERVICES NEEDED:

Mark all that apply

CITY SERVICES NEEDED:

- ☐ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer ($150 fee may be applied for use)
- ☑ N/A
- ☐ Other

EVENT SET UP:

Mark all that apply

- ○ **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.**

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

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

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

VENDORS:

Mark all that apply

Vendors

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

6. CONTACT INFORMATION:

Contact Person Ralitsa Kolarova

Email [redacted]

Phone Number:

Cell Number: [redacted]

Name/Organization: The Association of Bulgarians Abroad 681

Address

Street Address

Address Line 2

City | State / Province / Region

Postal / Zip Code | Country

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- ○ **Yes**
- ◉ **No**

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 previsously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Special Event/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 Special Event/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.

Age Confirmation * ☑ **I confirm that I am 18 years of age or older.**

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

The Association of Bulgarians Abroad 681

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Ralitsa Kolarova Vice President of ABA 681

Printed Name and Title (If applicable)

* [redacted]

Phone Number (Required)

_____

Laura Campbell, Presiding Officer

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____

Address of Organization/Applicant

Date

GO TO THE CITY OF CARMEL USE ONLY TAB AND CLICK ON SUBMIT

Approved this _____day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 01/27/2026

Department Review:
MAC: yes, 02/04/2026
ENG: NO RESPONSE
CPD: yes, 02/05/206
CFD: yes, 02/09/2026
STREETS: yes 02/03/2026
PARKS: yes 02/03/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [ ] Civic Square Fountain Area
- [ ] Civic Square Gazebo / Lawn
- [ ] Monon & Main Plaza
- [ ] Midtown Plaza
- [ ] Reflecting Pool
- [x] Other: City Hall Parking Lot

- Please click here to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Freewheelin Community Bikes Spring Bike Collection - Bicycle donation event co-hosted by the City (Bike Carmel) and Freewheelin Community Bikes.

This is a drive-up, drop-off event where community members donate new and used bicycles to Freewheelin Community Bikes, an Indianapolis-based nonprofit serving at-risk youth. Donated bikes support their “Build-A-Bike” program. Approximately 10 volunteers assist with unloading bikes from vehicles and loading them onto a box truck for transport to the organization’s warehouse. Attendance is minimal, typically no more than 11–15 people at a time, and the event occupies a small footprint in the City Hall parking lot.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [x] Yes
- [ ] No

Event Date Start *

4/11/2026

Event Date End *

4/11/2026

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down time: *

2:00:00 PM

End Time

Event Start time: *

11:00:00 AM

Event End time: *

2:00:00 PM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *

50

Fees?

Will a Fee be charged for this event? If yes, please describe below.

- ( ) Yes
- (•) No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

N/A

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Freewheeling Bike Collab_Layout.png 1.63MB

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

3. SPECIAL REQUESTS:

Requests:

- ☐ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☑ Other Use of west side of City Hall parking lot

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

- ☐ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer ($150 fee may be applied for use)
- ☑ N/A
- ☐ Other

5. EVENT SET UP:

- ○ 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.

10x10

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

- ○ Bounce House
- ○ N/A
- ○ Other

N/A

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- [ ] Vendors Present
- [ ] Food Served (May be subject to Hamilton County Health Department Inspection)
- [ ] Alcohol Served (Please see Section R under “General Terms and Conditions” in the Special Event/Facility Use Policy)
- [x] N/A

7. CONTACT INFORMATION:

Contact Person * Tierra Bush

Email * tbush@carmel.in.gov

Phone Number: * 3176182799

Cell Number:

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

Is the Organization based within the City of Carmel city limits?

- (•) Yes
- ( ) No

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 SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Special Event/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 Special Event/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.

Age Confirmation *

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

Special Event/Facility Use Policy *

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

City of Carmel

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Tierra R. Bush, Project Manager

Printed Name and Title (If applicable)

*

3176182799

Phone Number (Required)

1 Civic Square, Carmel, IN, 46032

Address of Organization/Applicant

1/27/2026

Date

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

_____

Laura Campbell, Presiding Officer

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____


City of Carmel
& Code Services
Veterans Wy
VEHICLE EXIT
FREEWHEELIN COLLECTION VAN
FREEWHEELIN COLLECTION VAN
BIKE COLLECTION RACKS
CARMEL TENT
FREEWHEELIN TENT
VEHICLE ENTRY
Carmel Bicycle Service

SPECIAL EVENT / FACILITY USE REQUEST

Approved CCPR Application Included

Request submission date: 01/21/2026
Department Review:
MAC: yes, 02/04/2026
ENG: NO RESPONSE
CPD yes, 02/05/206
CFD: yes, 02/09/2026
STREETS: yes 02/03/2026
PARKS: yes 02/03/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [x] Civic Square Fountain Area
- [x] Civic Square Gazebo / Lawn
- [x] Japanese Garden
- [ ] Monon & Main Plaza
- [ ] Midtown Plaza
- [ ] Reflecting Pool
- [ ] Other

- Please click here to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Japan SpringFest with vendors, exhibitors, and performers highlighting Japanese culture.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [x] Yes
- [ ] No

Event Date Start *

5/3/2026

Event Date End *

5/3/2026

If multiple dates, please list

Set-Up time: *

8:00:00 AM

Tear Down time: *

5:00:00 PM

End Time

Event Start time: *

12:00:00 PM

Event End time: *

5:00:00 PM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *

10,000

Fees?

Will a Fee be charged for this event? If yes, please describe below.

- ( ) Yes
- (•) No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Veterans way, Executive drive, and Gradle drive/civic square.

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Screenshot 2026-01-20 at 8.54.56 PM.png 2.21MB

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

Red lines on the uploaded map are for closures (based on last year), and yellow areas are where vendors/exhibits will be.

3. SPECIAL REQUESTS:

Requests:

- ☑ Electricity
- ☑ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

- ☑ Cones/Barricades (signed agreement required)
- ☑ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☑ Extra Patrol During Event (when available)
- ☑ Traffic Control (Extra fees may apply)
- ☑ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☑ Trash Trailer ($150 fee may be applied for use)
- ☐ N/A
- ☐ Other

Cones *

Agreement must be signed with Carmel Street Department before delivery/pickup

- ☐ Standard Cones
- ☐ Tall Skinny Cones
- ☑ Barricades (used to close roads)
- ☐ Crowd-Control Gates

Barricades *

Please note the number of Barricades needed

5

5. EVENT SET UP:

- ◉ Stage

city 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.

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

- ○ Bounce House
- ○ N/A
- ○ Other

Full Moon Rentals

Name of Merchants(s) doing the setup

3177986882

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- [x] Vendors Present
- [x] Food Served (May be subject to Hamilton County Health Department Inspection)
- [ ] Alcohol Served (Please see Section R under “General Terms and Conditions” in the Special Event/Facility Use Policy)
- [ ] N/A

Vendors Present *

Approximately how many vendors will be present?

25

7. CONTACT INFORMATION:

Contact Person * Evan Kreutzer

Email * [redacted]

Phone Number: * [redacted]

Cell Number:

Name/Organization: Carmel Sister Cities, Inc.

Address

Street Address

[redacted]

Address Line 2

City	State / Province / Region
Carmel	IN
Postal / Zip Code	**Country**
46032	USA

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- (•) Yes
- ( ) No

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 SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Special Event/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 Special Event/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.

Age Confirmation * ☑ I confirm that I am 18 years of age or older.

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

There is No policy at the link above. Carmel Sister Cities, Inc

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Evan Kreutzer

Printed Name and Title (If applicable)

*

[redacted]

Phone Number (Required)

[redacted]

Address of Organization/Applicant

1/20/2026

Date

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

_____

Laura Campbell, Presiding Officer

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

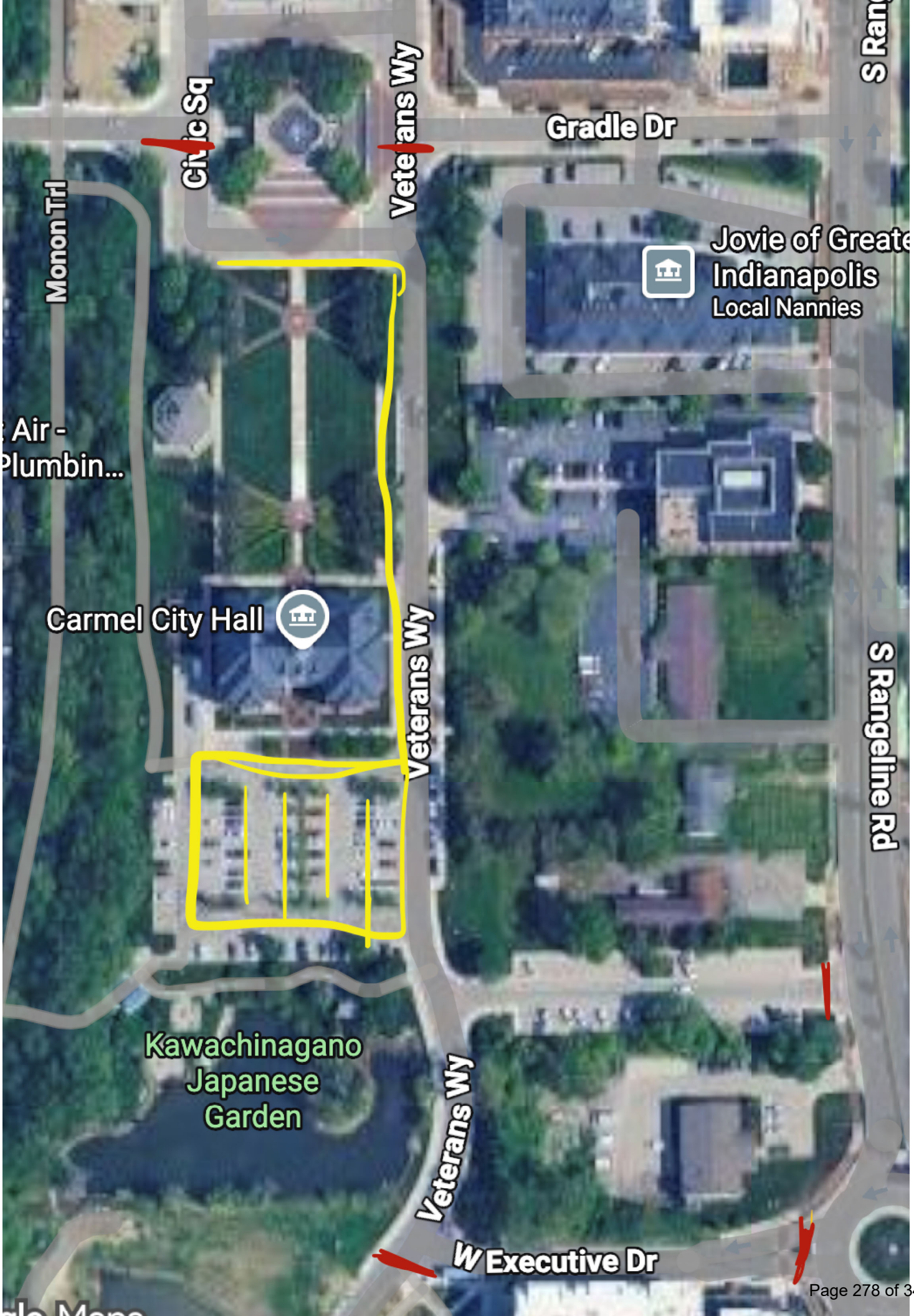
_____

Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____


Civic Sq
Veterans Wy
Gradle Dr
S Rangeline Rd
Monon Trl
Jovie of Greate
Indianapolis
Local Nannies
Air -
Plumbin...
Carmel City Hall
Veterans Wy
S Rangeline Rd
Kawachinagano
Japanese
Garden
Veterans Wy
W Executive Dr

Formstack Submission For: Community Events Application

Submitted at 02/03/26 8:25 PM

Event Name:	Japan SpringFest
Event Date:	May 03, 2026
Event Purpose & Description:	Celebration of Japanese culture
Event Website URL:	
Have you held this event previously and utilized space through Carmel Clay Parks & Recreation?:	No
Event Start Time:	12:00 PM
Event End Time:	05:00 PM
Set Up Will Begin At:	08:00 AM
Clean Up Will Be Completed By:	08:00 PM
Location Requesting (please note: we cannot accept events that go over parking lot capacities):	Japanese Garden
Additional Needs at Location::	
What shelters, if any, do you plan on using?:	
What are your estimated attendance numbers (please	10,000

note: we cannot accept events that go over parking lot capacities)?:	
Estimated Number of Cars:	Lots
Is there an admission fee?:	No
Money will be taken by which of the below options?:	
Registration Fee::	None
Do you plan on bringing in food?:	Yes
What kind of food will you be bringing in (catered, homemade, pre-packaged snacks, etc.)?:	Food trucks
Additional Yes/No Questions:	
Upload an Event Schedule if available (max 5MB):	
Upload map illustrating event routes and/or areas of park being used if available (max 5MB):	
Upload Marketing/Promotional Materials for Approval:	
How did you hear about our parks/facilities?:	Other
Safety plan based on FEMA National Incident Management System standards. We agree to::	Event Manager will watch for inclement weather using internet and/or other sources of climate conditions Agree to cancelling the event due to lightining or emergency weather situations Are aware of emergency shelter locations and agree to evacuate to them in emergency situations In case of severe weather, Event Manager will make announcements for participants and volunteers to evacuate the area

Event Director's Name::	Evan Kreutzer
Phone:	(614) 565-4679
Event Manager's Name::	Mitsu Sumiya
Phone:	(317) 792-7892
Safety Plan Terms & Conditions:	I have read and agree to the above Safety Plan.
Accessibility Plan Terms & Conditions:	Although the organization doesn't conduct formal assessments, staff are aware of the need to accommodate reasonable requests in regards to the above areas. Additionally, the status of the Accessibility Plan will be reviewed annually. I agree that our organization's staff is responsible for prioritizing and reviewing of the Accessibility Plan as well as all the requests for reasonable accommodations. All requests will be identified, reviewed, decided upon and documented.
Name of Applicant:	Evan Kreutzer
Applicant Email:	Carmelsistercities@gmail.com
Organization Name:	Carmel Sister Cities, Inc
Organization Address:	11454 Ditch Road Carmel Carmel, IN 46032
Organization Phone:	(614) 565-4679
Organization Website:	
Event Chairperson/Onsite Contact (if different from applicant):	
Onsite Contact Phone:	
Onsite Contact Email:	

If a company other than yours is overseeing/running the event, please list that company's name.:	
Printed Name of Authorized Representative:	Evan Kreutzer
Agree to Terms & Conditions Regarding Additional Fees:	I have read and understand that I will be held accountable for added fees associated with this community event. Failure to pay or comply with park rules may result in additional fines and denial of future requests.
Terms & Conditions:	It is understood that no person, group or organization has any vested right to the exclusive use of park property. The use of any/all park property is subject to availability and approval by Carmel Clay Parks & Recreation (CCPR), subject to the policies, rules and guidelines of the Carmel/Clay Board of Parks & Recreation (the "Rules"). All requests and paperwork related to it must be received by CCPR before the requested usage date. It is understood that CCPR-sponsored activities have priority over all other activities in using park facilities and this permit is subject to cancellation in the event of an emergency. If a facility rental permit is granted, the users agree to be responsible for any accidents or injuries sustained by any person attending or participating in the program or activity at the park, and to be responsible for replacement in case any damage or loss is incurred. A certificate of insurance naming the Carmel/Clay Board of Parks & Recreation, Carmel/Clay Department of Parks & Recreation, City of Carmel, and Clay Township as additional insures may be required. All users agree to adhere to the Rules, applicable federal, state and local laws, and any specific guidelines outlined in the facility reservation permit. A minimum of one adult chaperone (age 18 and above) is required for every ten youth (age 17 and under) in attendance at the activity. The undersigned hereby acknowledge receipt of the Rules. Failure to comply with all of the Carmel Clay Parks &

	Recreation Parks rental rules & regulations may result in event being cancelled without notification.
Agree to Terms & Conditions:	I have read the terms of this agreement and, as the authorized representative of the group making this request, I do agree to abide by these rules and terms.
Signature:	View Signature

Intellistack
formerly Formstack

© 2026 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.
Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 01/28/2026
Department Review:
MAC: yes, 02/04/2026
ENG: NO RESPONSE
CPD: yes, 02/05/206
CFD: yes, 02/09/2026
STREETS: yes 02/03/2026
PARKS: yes 02/03/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [ ] Civic Square Fountain Area
- [ ] Civic Square Gazebo / Lawn
- [ ] Monon & Main Plaza
- [ ] Midtown Plaza
- [ ] Reflecting Pool
- [x] Other: City Council Chambers

- Please click here to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

We are requesting the CIty COuncil Chambers for the National Day of Prayer event.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [x] Yes
- [ ] No

Event Date Start *

5/7/2026

Event Date End *

5/7/2026

If multiple dates, please list

Set-Up time: *

11:30:00 AM

Tear Down time: *

1:00:00 PM

End Time

Event Start time: *

12:00:00 PM

Event End time: *

1:00:00 PM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *

100

Fees?

Will a Fee be charged for this event? If yes, please describe below.

- ( ) Yes
- (•) No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ○ Rolling closure
- ○ Total closure
- ○ Lane restrictions - explain below
- ○ Other - explain below
- ◉ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

3. SPECIAL REQUESTS:

Requests:

- ☑ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☑ Other audio (microphone)

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

- ☐ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer ($150 fee may be applied for use)
- ☑ N/A
- ☐ Other

5. EVENT SET UP:

- ○ 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.

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

- ○ Bounce House
- ◉ N/A
- ○ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- [ ] Vendors Present
- [ ] Food Served (May be subject to Hamilton County Health Department Inspection)
- [ ] Alcohol Served (Please see Section R under “General Terms and Conditions” in the Special Event/Facility Use Policy)
- [x] N/A

7. CONTACT INFORMATION:

Contact Person * Jane Vanosdol

Email * [redacted]

Phone Number: * [redacted]

Cell Number: [redacted]

Name/Organization: Carmel National Day of Prayer Volunteer Committee

Address

Street Address

[redacted]

Address Line 2

City	State / Province / Region
Westfield	IN
Postal / Zip Code	**Country**
46074	USA

Organization Type: * Individual

Residency

Is the requestor a citizen of the City of Carmel?

- (•) Yes
- ( ) No

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 SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Special Event/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 Special Event/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.

Age Confirmation *

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

Special Event/Facility Use Policy *

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

Anne Forbes

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Anne Forbes

Printed Name and Title (If applicable)

*

[redacted]

Phone Number (Required)

[redacted]

Address of Organization/Applicant

1/28/2026

Date

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

_____

Laura Campbell, Presiding Officer

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____

SPECIAL EVENT / FACILITY USE REQUEST

Pedcor: yes 02/03/2026

Request submission date: 01/21/2026
Department Review:
MAC: yes, 02/04/2026
ENG: NO RESPONSE
CPD: yes, 02/05/206
CFD: yes, 02/09/2026
STREETS: yes 02/03/2026
PARKS: yes 02/03/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [ ] Civic Square Fountain Area
- [ ] Civic Square Gazebo / Lawn
- [ ] Monon & Main Plaza
- [ ] Midtown Plaza
- [x] Reflecting Pool
- [x] Other

Veterans Memorial Plaza (City of Carmel Memorial Day Ceremony)

- Please click here to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

The City of Carmel honors its fallen heroes at the Memorial Day Ceremony each year. The event is held the Friday before Memorial Day at 9 a.m., at the Veterans Memorial Plaza.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [x] Yes
- [ ] No

Event Date Start *

5/22/2026

Event Date End *

5/22/2026

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down time: *

10:00:00 AM

End Time

Event Start time: *

9:00:00 AM

Event End time: *

10:00:00 AM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *

75

Fees?

Will a Fee be charged for this event? If yes, please describe below.

- ( ) Yes
- (•) No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ○ Rolling closure
- ○ Total closure
- ○ Lane restrictions - explain below
- ○ Other - explain below
- ◉ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

3. SPECIAL REQUESTS:

Requests:

- ☑ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☑ Reflecting Pool Restrooms
- ☐ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

- ☐ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☑ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☑ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer ($150 fee may be applied for use)
- ☐ N/A
- ☑ Other: Traffic Control is for assisting guests across 3rd Ave. SW

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

5

5. EVENT SET UP:

- ○ 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.

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

- ○ Bounce House
- ◉ N/A
- ○ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- [ ] Vendors Present
- [ ] Food Served (May be subject to Hamilton County Health Department Inspection)
- [ ] Alcohol Served (Please see Section R under “General Terms and Conditions” in the Special Event/Facility Use Policy)
- [x] N/A

7. CONTACT INFORMATION:

Contact Person * Tierra Bush

Email * tbush@carmel.in.gov

Phone Number: * 3176182799

Cell Number:

Name/Organization: City of Carmel

Address

Street Address
1 Civic Square
Address Line 2

City
Carmel

State / Province / Region
IN

Postal / Zip Code
46032

Country
United States

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- (•) Yes
- ( ) No

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 SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Special Event/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 Special Event/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.

Age Confirmation *

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

Special Event/Facility Use Policy *

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

City of Carmel

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Tierra R. Bush

Printed Name and Title (If applicable)

*

3176182799

Phone Number (Required)

Address of Organization/Applicant

1/21/2026

Date

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

_____

Laura Campbell, Presiding Officer

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____

SPECIAL EVENT / FACILITY USE REQUEST

Waiting on PARKS application
Will update when approved

Request submission date:
Department Review:
MAC? yes, 02/04/2026
ENG: NO REPSONSE
CPD: yes, 02/05/206
CFD: yes, 02/09/2026
STREETS: yes 02/03/2026
PARKS: yes 02/03/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [ ] Civic Square Fountain Area
- [ ] Civic Square Gazebo / Lawn
- [x] Monon & Main Plaza
- [ ] Midtown Plaza
- [ ] Reflecting Pool
- [x] Other Streets

- Please click here to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Kelli's Kegs N' Eggs 5K is a run/walk event to raise awareness and funds to aid in brain cancer research and additionally provide financial resources to local Hoosiers who have been diagnosed with this terminal disease.

This will be the fifth annual Kelli's Kegs N' Eggs 5K event. As in previous years, it will be held at Bier Brewery Carmel. The event is much more than a 5K walk/run. There will be food on-site at Bier Brewery, vendor and sponsor tables, live music, and an auction for fund-raising purposes. In past years there have been approximately 300-500 people at the event. All businesses in the Bier Brewery Carmel plaza are contacted and an area will be roped off for parking and vendor tables. Portable restroom facilities will be provided.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [x] Yes
- [ ] No

Event Date Start *
8/8/2026

Event Date End *
8/8/2026

If multiple dates, please list

Set-Up time: *
6:00:00 AM

Tear Down time: *
2:00:00 PM
End Time

Event Start time: *
9:00:00 AM

Event End time: *
2:00:00 PM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *
400

Fees?

Will a Fee be charged for this event? If yes, please describe below.

- ( ) Yes
- (•) No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Rohrer Road will be closed or monitored by CPD for short periods of time between Bier Brewery Carmel and the Monon Greenway from approximately 10:00am to 11:00am on Saturday, August 8, 2026. We have done this for the past four years with CPD off-duty officers and there have been no issues.

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

KKNE's 5K course map.pdf 375.13KB

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

CPD officers will monitor and stop traffic as needed on Rohrer Road between Bier Brewery and the Monon Greenway during the 5K race.

3. SPECIAL REQUESTS:

Requests:

- ☐ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☑ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

- ☐ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☑ Traffic Control (Extra fees may apply)
- ☑ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer ($150 fee may be applied for use)
- ☐ N/A
- ☐ Other

5. EVENT SET UP:

- ○ 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.

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

- ○ Bounce House
- ◉ N/A
- ○ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- [ ] Vendors Present
- [x] Food Served (May be subject to Hamilton County Health Department Inspection)
- [x] Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- [ ] N/A

7. CONTACT INFORMATION:

Contact Person* Ryan McLaughlin

Email* [redacted]

Phone Number:* [redacted]

Cell Number: same as above

Name/Organization: Kelli's Kegs N' Eggs

Address

Street Address
[redacted]

Address Line 2

City	State / Province / Region
Carmel	IN
Postal / Zip Code	**Country**
46033	USA

Organization Type:* Non-Profit Organization

Residency Is the Organization based within the City of Carmel city limits?

- (•) Yes
- ( ) No

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 SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Special Event/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 Special Event/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.

Age Confirmation * ☑ I confirm that I am 18 years of age or older.

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

Kelli's Kegs N' Eggs 5K
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Parker Gadbois Board Liason
Printed Name and Title (If applicable)

* [redacted]
Phone Number (Required)

Kelli's Kegs N' Eggs
[redacted]
Address of Organization/Applicant

1/27/2026
Date

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

_____

Laura Campbell, Presiding Officer

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____

Docusign Envelope ID: F67E0198-C959-468F-93CF-F34D6840DF46

Start at Bier Brewery
13720 N Meridian St.
Carmel, IN 46032

Take Rohrer Rd to turn left on the crossing to the Monon Trail

Stay on the MOnon Trail to 156th Street.

Turn around on the Monon Trail and head back the same way.

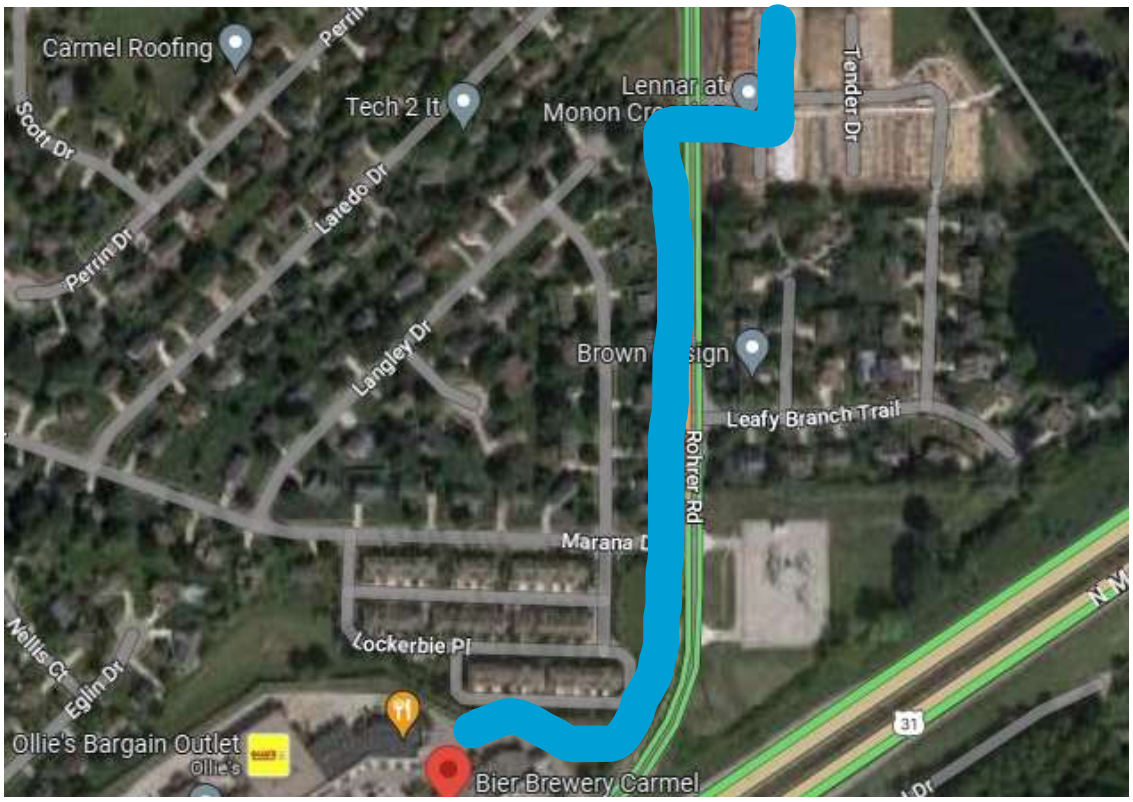
Turn Right on the Monon Trail crossing over to Rohrer Rd sidewalk.

Walk to Bier Brewery

Docusign Envelope ID: F67E0198-C959-468F-93CF-F34D6840DF46

Bier Brewery
13720 N Meridian St.
Carmel, IN 46032

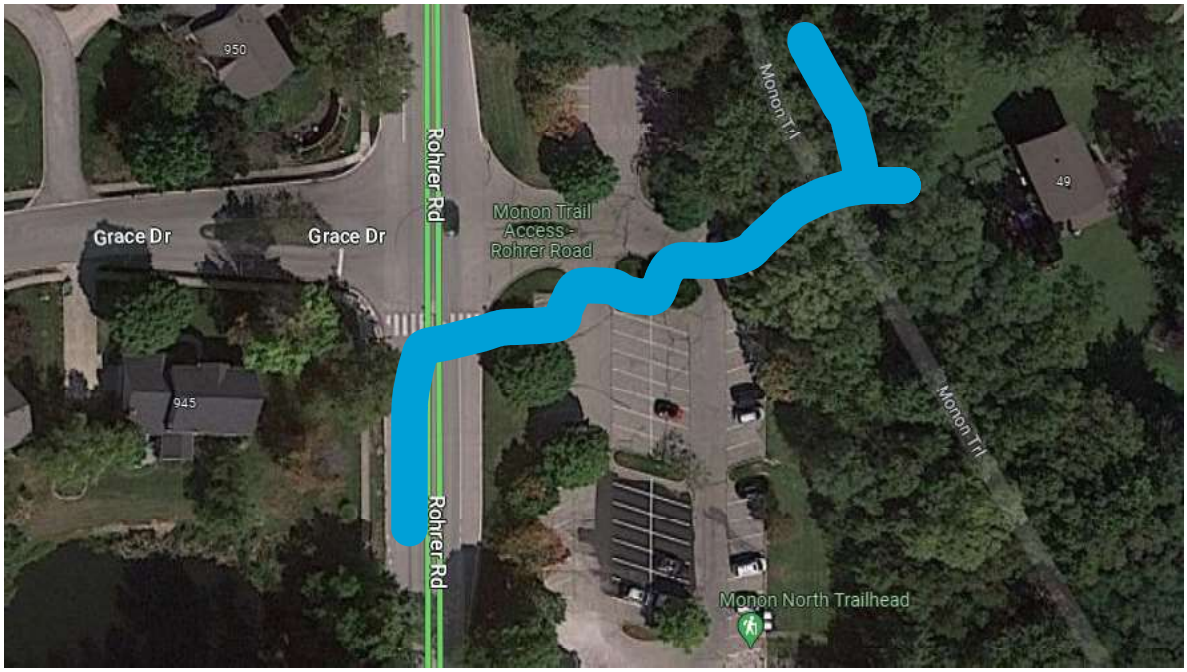
Part 1
Start at Bier Brewery and stay on sidewalk to cross the street onto Monon Crossing.



Docusign Envelope ID: F67E0198-C959-468F-93CF-F34D6840DF46

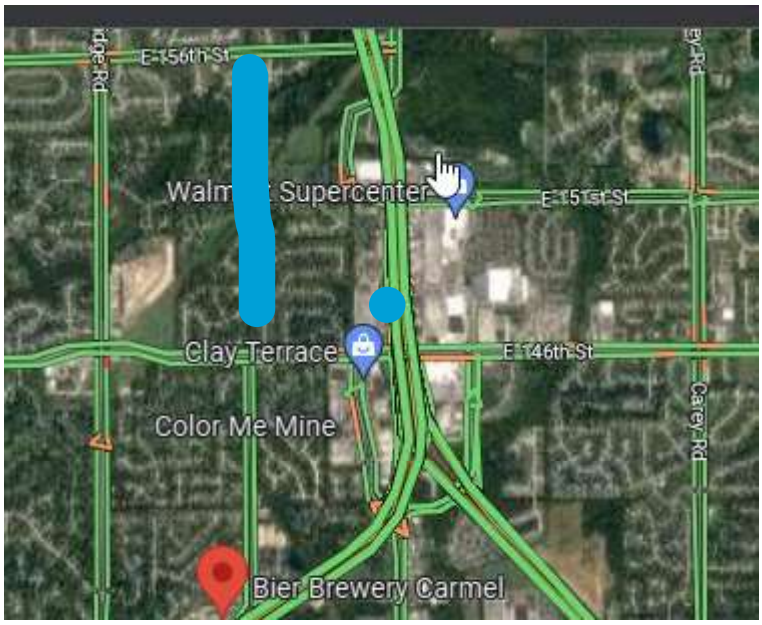
Part 2

Cross over to Monon Trail Access



Part 3

Stay on the Monon Trail to 156th Street, turn around on the Monon Trail and head back. Same course, in return.



CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Allied Solutions: 02/03/2026
Carmel Symphony Orchestra
Performance 10/10/2026 @7pm

Request submission date: 01/23/2026
Department Review:
MAC: yes, 02/04/2026
ENG: NO RESPONSE
CPD: yes, 02/09/2026
CFD: yes, 02/09/2026
STREETS: yes, 02/09/2026
PARKS: yes 02/03/2026

Information

1. CITY FACILITY REQUESTED:

Mark all that apply

FACILITY *

- [x] **CARTER GREEN (area between Center for the Performing Arts & James Building)**
- [ ] **ALLIED SOLUTIONS CENTER FOR THE PERFORMING ARTS EAST PATIO (on the Campus of the Center for the Performing Arts)**

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

Diwali Festival of Lights is a globally recognized celebration and a one-day community partner event with the City of Carmel and the Diwali Committee. Now in its third year with the City of Carmel and second year on Carter Green, the festival honors this important Indian holiday while bringing together community members, regional constituents, and talent. This five-hour event will follow the same infrastructure plan as last year, including identical installation methods, road closures, and the same number of vendors and sponsor tents as in 2025.

Attach additional pages if needed-SEE BELOW

Event Date Start *
10/10/2026

Event Date End *
10/10/2026

If multiple dates, please list
RAIN CONTINGENCY: 10/11/2026

Set-Up time *
6:00:00 AM

Tear Down End time *
12:00:00 PM

Event Start time: *
4:00:00 PM

Event End time: *
9:00:00 PM

Rehearsal *
- [x] **No**
- [ ] **Yes**

Number of People Expected: *
10,000

Fees?

Will a Fee be charged for this event? If yes, please describe below.

- ( ) **YES**
- (•) **NO**

3. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

We are requesting the closure of the horseshoe roads surrounding Carter Green and the south lane of 3rd ave.

Include addresses as appropriate

UPLOAD MAP An easy to read, color map of the area is required with submission.

Diwali-Digital-Event-Map-25m.ai 3.26MB

Type of Closure:

- ( ) **Rolling closure**
- (x) **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 Total closure and lane restriction South bound third avenue only during event

4. SPECIAL REQUESTS:

Mark all that apply

REQUESTS:

- [x] **ELECTRICITY**
- [x] **JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply**
- [ ] **N/A**
- [ ] **Other**

5. CITY SERVICES NEEDED:

Mark all that apply

CITY SERVICES NEEDED:

- [x] **Cones/Barricades (signed agreement required)**
- [x] **Detour/Traffic Redirection Signs (signed agreement required)**
- [x] **Emergency Medical Services (EMS) (Extra fees may apply)**
- [x] **Extra Patrol During Event (when available)**
- [x] **Traffic Control (Extra fees may apply)**
- [x] **On-site Security (Assigned off-duty CPD officers, extra fees will apply)**
- [x] **No Parking Signs (Pick up at Carmel Police Department)**
- [x] **Trash Trailer ($150 fee may be applied for use)**
- [ ] **N/A**
- [ ] **Other**

EVENT SET UP:

Mark all that apply

- ( ) **Stage**

24x24

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.**

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

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

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

VENDORS:

Mark all that apply

Vendors

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

Vendors Present *

Approximently how many vendors will be present?

25

6. CONTACT INFORMATION:

Contact Person Melissa Hopson and Anita Joshi

Email mhopson@carmel.in.gov

Phone Number: 3176719442

Cell Number: 3176194187

Name/Organization: City of Carmel

Address

Street Address

One Civic Square

Address Line 2

City	State / Province / Region
Carmel	Indiana
Postal / Zip Code	**Country**
46032	United States

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- (•) **Yes**
- ( ) **No**

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 previsously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT

TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") Special Event/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 Special Event/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.

Age Confirmation * ☑ **I confirm that I am 18 years of age or older.**

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

317-671-9442

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Anita Joshi M.D. ,Diwali Committee Chair

Printed Name and Title (If applicable)

*

317-671-9442

Phone Number (Required)

_____

Laura Campbell, Presiding Officer

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____

Address of Organization/Applicant

1/23/2026

Date

GO TO THE CITY OF CARMEL USE ONLY 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

CARMEL
INDIANA

ENGINEERING MEMORANDUM

February 4, 2026

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

RE: Recommendation - 116th & Hoover Roundabout- Parcel 5

Dear Board Members:

I Bradley Pease would recommend the City of Carmel, Board of Public Works acknowledge and recognize that there exists a recorded Agreement Regarding Landscaping and Right-of-Way (recorded May 15, 2001 in the Hamilton County Recorder's Office as Instrument No. 200100027982). This Agreement was with Hamilton County but is now located under the control of the City of Carmel and it will not be affected or impacted with the exception being, where it would be impacted with the undertaking of the roundabout construction at Hoover Road and 116th Street as depicted on the construction limits on the attached Exhibit.

Sincerely,

Bradley Pease, P.E,
City Engineer

Cc: Neil VanTrees, PE
Skip Tennancour, American Structurepoint

Gordon D. Byers
Attorney at Law
298 South 10th Street, Suite 300
Noblesville, IN 46060
317-773-3221

January 19, 2026

Mr. Sergey Grechukhin
City of Carmel
Department of Law
One Civic Square
Carmel, IN 46032

Mr. Stephen Klineman
Specialized Land Services, Inc.
580 E. Carmel Drive, Suite 340
Carmel, IN 46032

Re: 1721 W. 116th Street, LLC (116th Street & Hoover Road)

Gentlemen:

In connection with the acquisition of right-of-way, both permanent and temporary construction easement, on behalf of 1721 W. 116th Street, LLC, we will accept a settlement as follows:

1. Payment in the amount of $25,000.00 for the land acquisition;
2. We would request that the Carmel Board of Works, either by formal agreement or formal acknowledgment in the Minutes, recognize that there exists a recorded Agreement Regarding Landscaping and Right-of-Way (recorded May 15, 2001 in the Hamilton County Recorder's Office as Instrument No. 200100027982). This Agreement was with Hamilton County, but is now located under the control of the City of Carmel and it will not be affected or impacted with the exception being, where it would be impacted with the undertaking of the roundabout construction at Hoover Road and 116th Street as depicted on the construction limits on the attached Exhibit B; and

3. The construction limits will be staked prior to the undertaking of construction to verify that the construction limit substantially represents the area of activity to be undertaken by the City of Carmel.

If you formally acknowledge that this is acceptable and will be undertaken, we would be happy to schedule a transfer of the property.

Sincerely,

Gordon D. Byers
Manager of 1721 W. 116th Street, LLC

GDB/kd

ACKNOWLEDGEMENT OF AGREEMENT

Based on the recommendation of Bradley Pease, Director of Engineering, the Board of Public Works and Safety acknowledges and recognizes that there exists a recorded Agreement Regarding Landscaping and Right-of-Way (recorded May 15, 2001 in the Hamilton County Recorder's Office as Instrument No. 200100027982). This Agreement was with Hamilton County but is now located under the control of the city of Carmel and it will not be affected or impacted with the exception being, where it would be impacted with the undertaking of the roundabout construction at Hoover Road and 116th Street as depicted on the construction limits on the attached Exhibit.

Approved and Adopted this _____day of _____, 20____.

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

BY:

_____
Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

HCHD#
M-01-0033

(5)

200100027982
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
05-15-2001 12:50 pm.
AGREE NC .00

REC'D

AGREEMENT REGARDING LANDSCAPING IN RIGHT-OF-WAY

Document Cross Reference No.

APR 14 2001

Plat Recorded as Instrument # 9809809596

HAMILTON CO.
HIGHWAY DEPT

This Agreement entered into on the dates set out herein, between Hamilton County, Indiana, by and through the Board of Commissioners of Hamilton County, Indiana, (hereinafter referred to as the "County") and James Irsay (hereinafter referred to as "Owners" or the "Owner").

WITNESS THAT:

WHEREAS, the County owns or has jurisdiction over the right-of-way for the roadway commonly known as 116th Street which is located in Clay Township, Hamilton County, Indiana; and

WHEREAS, the Owner is the owner of Real estate commonly known as 1711 West 116th Street which property is described in and recorded as Lot #45 of Crooked Stick Estates, Section 2 in Plat Book 5-2 recorded in the Office of the Hamilton County Recorder, Hamilton County, Indiana, as Instrument # 9809809596 and, which is incorporated hereto by reference and made a part hereof, hereinafter referred to as "the Property"; and

WHEREAS, the Owner, at his own expense, desires to install in the right-of-way for 116th Street landscaping, to serve the property, and the County is willing to permit such installation under the terms and conditions as set out herein.

THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration by and between the parties as follows:

1. The County grants unto the Owner the right to install, maintain, and replace landscaping within the right-of-way of 116th Street as outlined below:

The initial placement of the landscaping may be within the right-of-way and shall be approved by the Hamilton County Engineer.

2. In connection with the installation of the landscaping, the Owner shall comply with the road cut ordinance of Hamilton County by obtaining the permits, posting the bonds, and restoring the right-of-way, as are required by the Hamilton County Highway Department, and the Hamilton County Engineer.

3. The County shall have no duty to maintain or relocate the landscaping, if necessitated by any future public improvement of 116th Street. In the event there is a need for maintenance or relocation of the landscaping, the Owners shall comply with the County's road cut ordinance, or any other applicable ordinance, and obtain any permits necessary to conduct such work. Any relocation may be accomplished, at Owner's option, by installation of a replacement landscaping and removal of the original landscaping.

4. In the event it becomes necessary for all, or any part of the landscaping to be relocated to accommodate any future public improvements to 116th Street, the County may notify the Owner of the need to relocate the landscaping if they are aware that the landscaping is in conflict with the proposed road improvements.

5. In the event the Owner fails to relocate the landscaping upon notification by the County, or the County does not detect in advance that the landscaping is in conflict with the road project, the County shall be permitted to commence any work within the right-of-way and in the event that the landscaping is damaged, or in any way made inoperable by said work, the County, their agents, successors, or assigns shall have no liability to the Owners, for any direct, or consequential damages, arising out of the Owner's use, or lack of use, of the landscaping.

6. Nothing herein shall be construed as imposing a duty upon the Owners to relocate the landscaping. Also nothing herein shall be construed as imposing a duty upon the County to notify the Owners of proposed construction or maintenance conflicts with the landscaping. The County will not have any duty to stop a roadway maintenance or construction project to allow the owner time to relocate the

landscaping. The Owners shall have no cause of action against the County and shall indemnify and hold the County harmless for any direct or consequential damages arising out of any damage to the landscaping. The Owners shall have no recourse through the County to recover damages to the landscaping made by a third party performing either permitted or unpermitted work within the right-of-way. It shall be the Owner's exclusive duty and obligation to have the landscaping located at its own cost for any entity entitled or permitted to work in the road right-of-way. The Owner shall have no course of action to recover damages against any entity entitled or permitted to work in the right-of-way who damages the landscaping. The Owner shall indemnify and hold harmless the County for any legal actions brought against the County as a direct or indirect result of allowing the landscaping within the right of way. The Owner shall reimburse the County for all legal costs incurred in the enforcement of this agreement and/or in defending the County against any legal actions brought against the County which are a direct or indirect result of the County allowing the landscaping to be located within the County right of way.

7. The reciprocal rights and duties under this Agreement shall be binding, on the Owners, their agents, heirs, assigns, and successors in interest of the real property shown as 1913 West 116th Street a. k. a 1711 West 116th Street and recorded as instrument # 9809809596 and shall run with the land. The duties and rights accrued of the County under this Agreement shall be binding to the County, their agents, assigns, contractors, successors, and any successor municipal corporation exercising control over the right-of-way of 116th Street.

8. The parties agree that this Agreement shall be recorded in the Offices of the Hamilton County Recorder.

9. All notices under this Agreement shall be mailed to the following addresses:

Board of Commissioners of Hamilton County
33 North 9th Street
Suite L21
Noblesville, Indiana 46060-2200

James Irsay

1711 West 116th Street

Carmel, IN 46032

IN WITNESSES WHEREOF, the parties have executed this document of the dates set out herein.

BOARD OF COMMISSIONERS OF HAMILTON COUNTY

Steven A. Holt, Member

Steven C. Dillinger, President

Sharon R. Clark, Member

ATTEST:

Robin M. Mills, Auditor

STATE OF Indiana)
SS: ACKNOWLEDGMENT
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Steven C. Dillinger, Steven A. Holt and Sharon R. Clark who acknowledged the execution of the foregoing Agreement to be their voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of May, 2001

My Commissioner Expires:

Signature Virginia A. Hughes

Printed Virginia A. Hughes, Notary Public

Resident of Hamilton County, Indiana

Signature: [signature]

Printed: Meg Irsay / Jim Irsay

ATTEST:

Signature: [signature]

Printed: KURT A. HUMPHREY

STATE OF Indiana)

SS: ACKNOWLEDGMENT

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared JIM IRSAY AND MEG IRSAY who acknowledged the execution of the foregoing Agreement to be their voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 2nd day of APRIL ~~19~~ 2001

My Commission Expires: 5/21/01

Signature [signature]

Printed KURT A. HUMPHREY, Notary Public

Resident of HENDRICKS County, Indiana

This instrument prepared by Michael A. Howard, Attorney at Law.

F:\users\jch\Cond\Landscapeagreement\irsay03-20-01

CITY OF CARMEL
SUE FINKAM, MAYOR

2/3/2026

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

Re: Consent to Encroach (Swimming pool) at 2628 Milano Dr

Dear Board Members:

A Consent to Encroach document signed by Reynolds, William A & Jenny N h&w, owners of the property with the common address 2628 Milano Dr , 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 02/18/2026 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,

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT

CITY OF CARMEL
SUE FINKAM, MAYOR

2/3/2026

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

Re: Request for Variance (Swimming pool) at 2628 Milano Dr

Dear Board Members:

Reynolds, William A & Jenny N h&w, owner of the property with the common address 2628 Milano Dr, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Swimming pool 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,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Reynolds, William A & Jenny N h&w, 2628 Milano Dr, Carmel, Hamilton County, Indiana 46074, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 8 ("Lot") in THE LAKES AT TOWNE ROAD, section 1, 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 3 SLIDE 728, Instrument Number 2005-63267 in the Office of the Hamilton County Recorder on 09/25/2005, as THE LAKES AT TOWNE ROAD, section 1 (the "Plat"); and

WHEREAS, the current Owner wishes to install a 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 , identified as "" 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 Improvment, 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

William A. Reynolds
Printed Name

Signature

Date: 2/3/26

PROPERTY OWNER

Jenny N. Reynolds
Printed Name

Signature

Date: 2/3/26

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Jenny N. Renolds & William A. Reynolds 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 3rd day of February, 2026

NOTARY PUBLIC

Diana Sedki
Printed Name

My County of Residence: Hamilton

My Commission Expires:

04/15/2033

DIANA SEDKI
Notary Public
Hamilton County - State of Indiana
Commission Number NP0762838
My Commission Expires Apr 15, 2033

"CITY"

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
Laura Campbell, Presiding Officer
Date: _____

_____
James Barlow, Member
Date: _____

_____
Alan Potasnik, Member
Date: _____

_____
Jacob Quinn, Clerk
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BARLOW, LAURA CAMPBELL and ALAN POTASNIK, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Jacob Quinn, 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__.

_____
NOTARY PUBLIC

My Commission Expires:

_____
Printed Name

_____
My County of Residence: _____

This instrument was prepared by Sergey Grechukhin, Esquire, Transactions Chief, 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. Sergey Grechukhin, Esquire

Exhibit A

THE LAKES AT TOWNE ROAD
SECTION ONE

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of a part of the Northeast corner of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Beginning at the said Quarter Section, point also being the POINT OF BEGINNING; thence South 00 degrees 25 minutes 57 seconds West along the East line of said Quarter Section, said line also being the Centerline of Towne Road, a distance of 548.70 feet; thence North 89 degrees 34 minutes 03 seconds West 440.06 feet to a point on a curve concave easterly, the radius point of said curve being South 50 degrees 05 minutes 05 seconds East 20.00 feet from said point; thence southerly along said curve 26.76 feet to the point of tangency of said curve, said point being South 53 degrees 15 minutes 28 seconds West 20.00 feet from the radius point of said curve; said point also being the point of curvature of a curve concave southwesterly, the radius point of said curve being South 53 degrees 15 minutes 28 seconds West 175.00 feet from said point; thence southeasterly along said curve 53.84 feet to the point of tangency of said curve, said point being North 70 degrees 53 minutes 08 seconds East 175.00 feet from the radius point of said curve; thence South 62 degrees 00 minutes 09 seconds West 193.22 feet; thence South 00 degrees 25 minutes 57 seconds West 195.50 feet; thence North 89 degrees 34 minutes 03 seconds West 429.89 feet; thence North 16 degrees 09 minutes 42 seconds West 21.87 feet; thence North 00 degrees 10 minutes 03 seconds East 168.03 feet; thence North 41 degrees 57 minutes 47 seconds East 42.51 feet; thence North 00 degrees 00 minutes 00 seconds East 130.00 feet; thence South 90 degrees 00 minutes 00 seconds West 33.32 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 00 minutes 00 seconds West 125.00 feet from said point; thence westerly along said curve 80.75 feet to the point of tangency of said curve, said point being North 37 degrees 00 minutes 44 seconds West 125.00 feet from the radius point of said curve; thence North 37 degrees 00 minutes 44 seconds West 50.00 feet; thence North 00 degrees 00 minutes 00 seconds East 165.26 feet; thence South 90 degrees 00 minutes 00 seconds West 203.76 feet to a point on the eastern boundary of The Lakes at Hayden Run, Section Two, a subdivision in Hamilton County, Indiana, the Secondary Plat of which is recorded as Instrument No. 2003-79062, Plat Cabinet 3, Slide 224, in the Office of the Recorder of Hamilton County, Indiana, the following being on and along the eastern boundary of The Lakes at Hayden Run, Section, Two, North 00 degrees 10 minutes 03 seconds East 360.74 feet to a point on the southern boundary of Lakeside Park, Section Two, a subdivision in Hamilton County, Indiana, the Secondary Plat of which is recorded as Instrument No. 2003-96181, Plat Cabinet 3, Slide 255, in the Office of the Recorder of Hamilton County, Indiana, the following being on and along the southern boundary of Lakeside Park, Section Two and into the southern boundary of Lakeside Park, Section One, a subdivision also in Hamilton County, Indiana, the Secondary Plat of which is recorded as Instrument No. 2003-96180, Plat Cabinet 3, Slide 254; thence North 89 degrees 36 minutes 39 seconds East 1,340.30 feet to the place of beginning, containing 19.759 acres, more or less. Subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This subdivision consists of 26 lots numbered 1-26 (all inclusive) and 5 Common Areas labeled 1-5 (all inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-reference is hereby made to a survey plat prepared by Stoeppelwerth & Associates, Inc. in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administration Code recorded as 2005-02105 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, 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 the survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 18th day of JULY 2005.

S:\48700S1\Legal\Plat.rtf
November 1, 2004 (KMC)
R: KMC; F: AAA

Dennis D. Olmstead
Registered Land Surveyor
No. 900012



Hydroseed Area: 5,448 ± Sq. Ft.
HOUSE WALK : 31 ± Sq. Ft.
DRIVE/APRON : 1,456 ± Sq. Ft.
CITY WALK : 395 ± Sq. Ft.
PATIO/STOOP : 26 ± Sq. Ft.
SERVICE DOOR STOOP : 0 ± Sq. Yds.
EXTERIOR STEPS : 39 ± L.F.

NOTE:
4" SCHEDULED 40 PVC TO ALWAYS BE LOCATED 25'± BEHIND THE BACK OF CURB TO IT'S CLOSETS POINT.

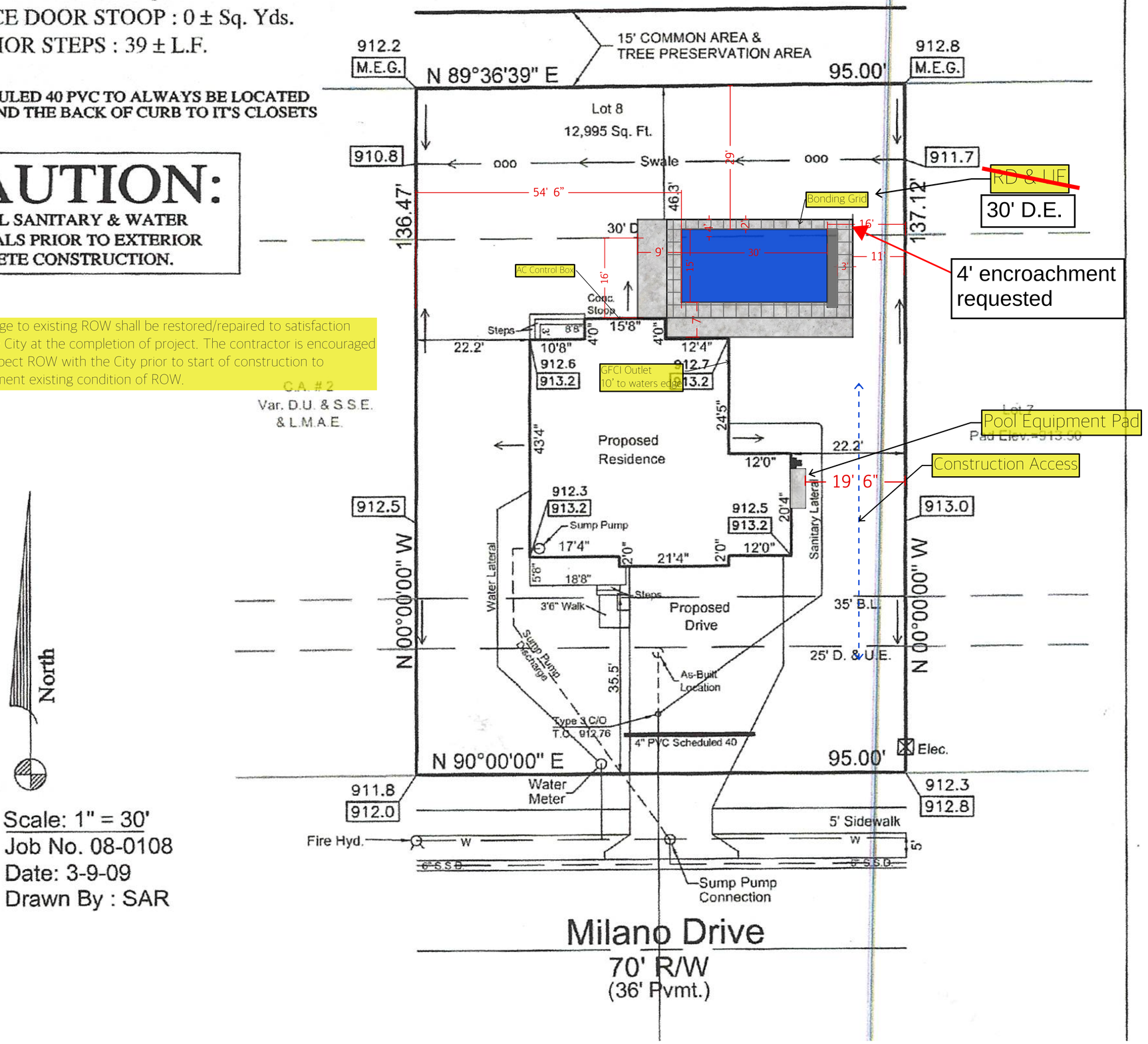
CAUTION:

INSTALL SANITARY & WATER LATERALS PRIOR TO EXTERIOR CONCRETE CONSTRUCTION.

Damage to existing ROW shall be restored/repaired to satisfaction of the City at the completion of project. The contractor is encouraged to inspect ROW with the City prior to start of construction to document existing condition of ROW.

Owner's responsibility to maintain existing drainage patterns for stormwater and is not to create a detriment to neighboring properties as described within the Property Maintenance Code for the City of Carmel.

Fireplace W/ I.C.
Delete 10'8" x 12' Patio; Add 8'8" x 3' Stoop
Front Porch With Footings
Basement Option # 1 w/ 8' Walls



North

Scale: 1" = 30'
Job No. 08-0108
Date: 3-9-09
Drawn By : SAR

CTE - 2628 MILANO DRIVE - WIILLIAM & JENNY REYNOLDS

Final Audit Report 2026-02-04

Created:	2026-02-03
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS2lVYmRi2BkrFh8Tj8hE13LKJ5LRpFcV

"CTE - 2628 MILANO DRIVE - WIILLIAM & JENNY REYNOLDS " History

Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-02-03 - 7:09:15 PM GMT

Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-02-03 - 7:10:00 PM GMT

Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-02-04 - 9:40:08 PM GMT

Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-02-04 - 9:40:23 PM GMT - Time Source: server

Agreement completed.
2026-02-04 - 9:40:23 PM GMT

February 10, 2026

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – DUKE ENERGY -VARIOUS LOCATIONS

Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) to install new utility poles in various locations (exhibits attached). The work is for maintenance of existing aerial facilities and includes replacement of 4 existing poles and 1 new pole installed in line with the existing spans.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner shall be responsible for coordinating relocation of all utility lines attached to the poles and complete removal of any retired or replaced poles.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the approval of this waiver does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Bradley Pease, P.E.
City Engineer

DUKE ENERGY.

1 inch = 23 ft

Smokey Hollow Pl

Smokey Row Rd E

Smokey Row Rd E

Smokey Row Rd E

Smokey Row Rd E

Smokey Row Rd E

Smokey Row Rd E

Contact Adam Schriner
24hrs prior to starting
the work
Adam Schriner
Right of Way Inspector
317-714-8908 (cell)
aschriner@carmel.in.gov

P1
I-OH-TX-150 kVA-120/208 V-Wye/Wye-ABC
R-OH-TX-25 kVA-120/240 V-Single Phase-ABC
I-POLE-182 199-45-2
R-POLE-182-199-45-3
I-LV RISER
R-LV RISER
I-TL-03.12-102

P1
REM
REM
REM

E-OH-PRIMARY-556-BCA

Scope Of Work

Replace pole, Transformers, and riser

Construction Notes

Hamilton / Clay

Date **Page 1/1**

2/2/26

Work Order Number

58842845

Job Plan Number

POLERPL

Job Site Address

2907 E SMOKY ROW, CARMEL, IN, 46033, USA

Designer

Travis Krick

Designer Phone

317-385-1225

Customer Name

Customer Phone

Circuit Id

N1324251206

Primary Voltage

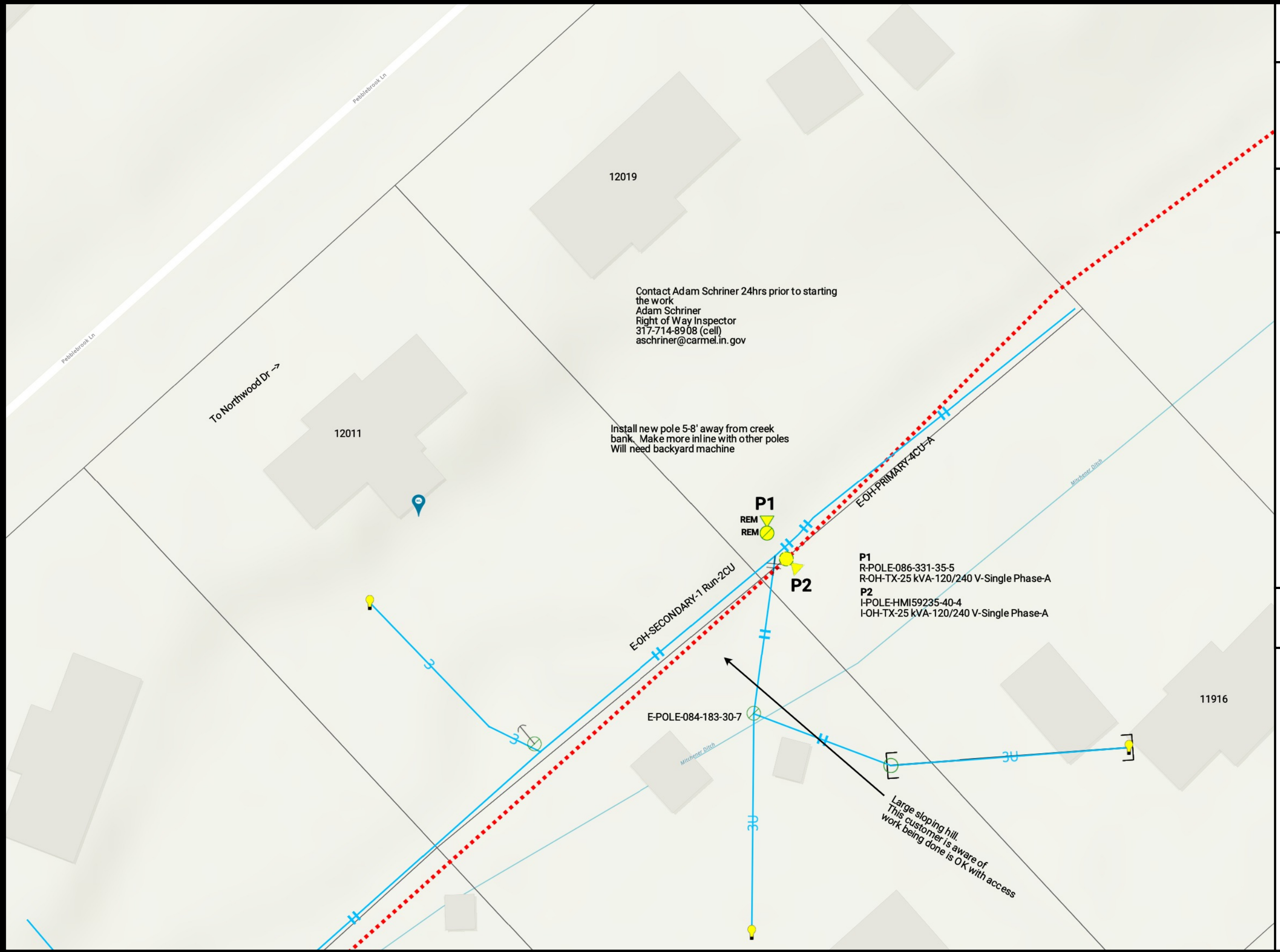
12.47/7.2KV

Upstream Protective Devices

Fuses at sub CARMEL 69 (425) 1206

Permits

ROW



DUKE ENERGY

1 inch = 31 ft

Scope Of Work

Place new pole away from creek and transfer transformer from old pole to new. AT&T owned pole. Spans to be created to bill for Duke installing pole

Construction Notes

Hamilton / Clay
Will need back yard machine.

Date **Page 1/1**

2/4/26

Work Order Number

59809383

Job Plan Number

POLERPL

Job Site Address

12011 PEBBLE BROOK LN, CARMEL, IN, 46033, USA

Designer

Travis Krick

Designer Phone

317-385-1225

Customer Name

Customer Phone

Circuit Id

N1324441254

Primary Voltage

12.47/7.2KV

Upstream Protective Devices

Fuses at sub CARMEL SOUTHEAST (444) 1254

Permits

CITY

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

USP: HOMEPLACE (430) CIRCUIT 1244 (12.47/7.2 KV)
1) SUBSTATION HOMEPLACE (430) LOCATED AT
1328 E 111TH ST, INDIANAPOLIS, IN 46280

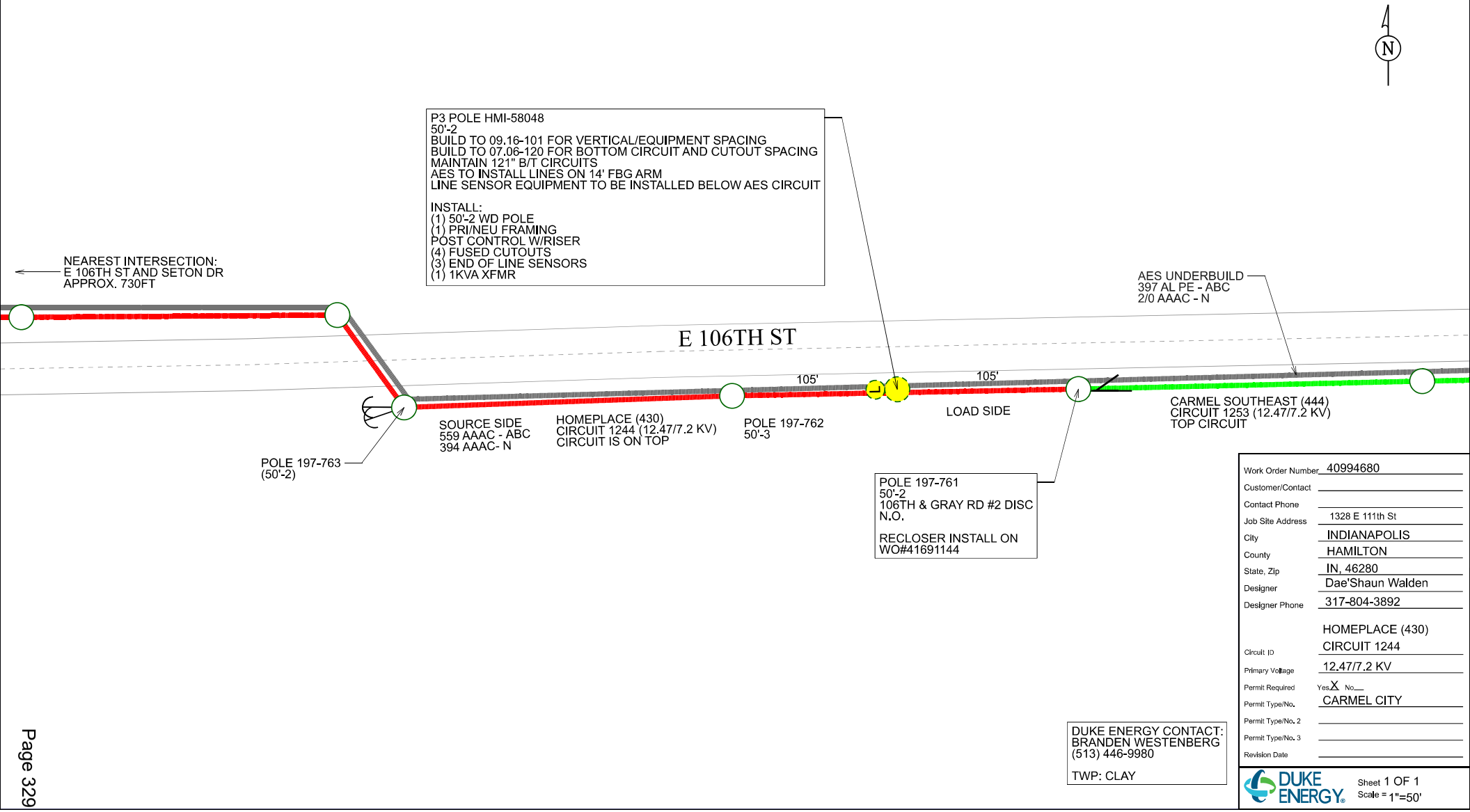
Safety Reminders / Adverse Conditions

1) TRAFFIC FLAGGING REQUIRED

Work Zone General Comments

1) COORDINATE WITH AES ON LAYOUT/INSTALLATION

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



Work Order Number	40994680
Customer/Contact	
Contact Phone	
Job Site Address	1328 E 111th St
City	INDIANAPOLIS
County	HAMILTON
State, Zip	IN, 46280
Designer	Dae'Shaun Walden
Designer Phone	317-804-3892
Circuit ID	HOMEPLACE (430) CIRCUIT 1244
Primary Voltage	12.47/7.2 KV
Permit Required	Yes X No
Permit Type/No.	CARMEL CITY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

DUKE ENERGY CONTACT:
BRANDEN WESTENBERG
(513) 446-9980

TWP: CLAY

DUKE ENERGY

Sheet 1 OF 1
Scale = 1"=50'

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

USP: HOMEPLACE (430) CIRCUIT 1246 (12.47/7.2KV)
1) RECLOSER ON POLE 181-380 NEAR 729 E 105TH ST, INDIANAPOLIS, IN, 46280
2) HOMEPLACE (430) SUB LOCATED AT 1328 E 111TH ST, INDIANAPOLIS, IN, 46280

CIRCLE FOR SAFETY

Safety Reminders / Adverse Conditions
TRAFFIC FLAGGING REQUIRED

Work Zone General Comments:
WORK COORDINATE WITH WO# 47671489

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

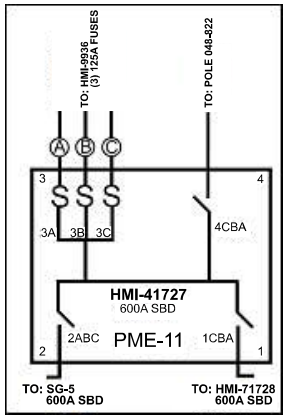
REM
R-4CU-B,N **[S10]**

I-556AAC-CBA
I-4/0AAAC-N **[S10]**

WORK COORDINATION NOTE:
-POLE 068-062, XFMR, AND ANCHOR REMOVED ON WO# 47671489.

-NEW POLE 048-822 HAS BE RELOCATED ON EAST SIDE OF COLLEGE AVE WHERE POLE 068-062 WAS. OLD POLE 048-822 ON WEST SIDE OF COLLEGE AVE TO BE REMOVED ON WO# 47671489.

-WEST 1PH/NEU LINES OF P11 TO BE REMOVED ON WO# 47671489.



P15: HMI-41727
PAD SMALLWORLD ID: 819290920
BUILD TO STD 28.01-122
R-EXISTING PME-9 SWITCHGEAR
R-EXISTING FUSES & TERMINATIONS
I-X FRONT 15KV PME-11 SWITCHGEAR
I-(3) 200E SMU FUSES
I-(3) ELBOW CONNECTORS
I-(9) 600A T-BODY ELBOW CONNECTORS

PENNSYLVANIA PARKWAY

SG PAD HMI-23894 TO BE REMOVED ON WO# 47671489.

SNI
SNI
INS
REM

048-822
(45-3)

COLLEGE AVE

DUKE ENERGY CONTACT:
BRANDEN WESTENBERG
513-449-9980

TWP: CLAY

E 101ST ST

S10: 215FT
(P10-P11)

MATCHLINE SHEET 2

P11: 048-822
BUILD TO STD 03.12-127 AND 21.06-110
R-POLE-WD-40-4
R-EX. ANC W/ (2) GUYS [W.]
R-1PH PRI RISER
R/I-PRI/NEU/SEC FRAMING
I-POLE-WD-50-2
I-14" ANC W/ (2) GUYS [18'LL W., PRI]
I-14" ANC W/ (2) GUYS [13'LL W., PRI/NEU]
I-3PH PRI RISER
T-STREET LIGHT
NOTE:
RELOCATE NEW POLE 10FT EAST INLINE WITH EAST PRI LINES TO MAINTAIN CLEARANCE FROM FIRE HYDRANT.
GIS UPDATE:
-THIS POLE IS 048-822 IN FIELD. POLE 068-062 NO LONGER EXISTS ALONG WITH XFMR THAT WAS PREVIOUSLY ON IT.
-UG SEC SOUTH OF P11 NO LONGER EXISTS.

S14: 886' (P11-P15)
R-1/0AL-TRXLPE UG BØ (15KV)
I-1000AL-TRXLPE UG ABCØ (15KV)
I-BORE 6" CONDUIT

-5FT MIN DEPTH AS NOTED ON WO# 47671489.
-INSTALL NEW 6" CONDUIT FOLLOWING THE NEW 1PH INSTALL PATH DUKE TOOK ON THE REDLINE FOR WO# 47671489.

Work Order Number	49265053
Customer/Contact	
Contact Phone	
Job Site Address	10190 N College Ave
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Henry Salinas
Designer Phone	317-804-3904
Circuit ID	HOMEPLACE (430) CIRCUIT 1246
Primary Voltage	12.47/7.2KV
Permit Required	Yes X No
Permit Type/No.	CITY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

DUKE ENERGY
Sheet 3 OF 3
Scale = 1"=60'

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

USP: CARMEL (425) CIRCUIT 1203 (12.47/7.2 KV)
(1) CARMEL (425) SUBSTATION
811 N RANGELINE RD, CARMEL, IN 46032
CARMEL (425) CIRCUIT 1204 (12.47/7.2 KV)
(1) CARMEL (425) SUBSTATION
811 N RANGELINE RD, CARMEL, IN 46032

Safety Reminders / Adverse Conditions

1. TRAFFIC FLAGGING REQUIRED
2. P1 IS AN N.O. POINT

VAC TRUCK REQUIRED

Work Zone General Comments:
COORDINATE THIS WITH WO#10788972
RECLOSER SHOULD REMAIN CLOSED UNTIL
SWITCHING IS COORDINATED WITH SWITCHGEAR
HMI-25999. ONCE COMISSIONED RECLOSER
SHOULD BE N.O. BETWEEN 1203 AND 1204

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

P1: POLE 067-643
(45'-4)
BUILD TO 08.08-215 & 03.11-103
POWER SOURCE FOR CTRL FROM CIRCUIT 1203
RELOCATE POLE 10' WEST
REMOVE:
POLE-WD-45-4
PRI/NEU/SEC FRAMING
INSTALL:
POLE-WD-~~45-4~~45/2
PRI/NEU/SEC FRAMING
15KV 800A ELEC MVR RECL, N.O.
RECL CTRL W/ RISER
600A 3PH BYPASS SWITCH
15KV 125BIL 3PH PT CLUSTER

CARMEL (425) CIRCUIT 1204
W MAIN ST
E MAIN ST
S RANGELINE RD
1ST AVE SE
VETERANS WY
1ST ST SW
1ST ST SE
N
POLE HMI-7789
(45'-2)
POLE 067-644
(50'-2)
N.O.
CARMEL (425) CIRCUIT 1203
SOURCE 394 AAAC - CBA
4/0 AAAC - N
EX: LOAD 394 AAAC - CBA, 4/0 AAAC - N
CARMEL (425) CIRCUIT 1203
FUTURE: LOAD 394 AAAC - ABC, 4/0 AAAC - N
CARMEL (425) CIRCUIT 1204

DUKE ENERGY CONTACT
BRANDEN WESTENBERG
513-446-9980
TWP: CLAY

Work Order Number	51248247
Customer/Contact	
Contact Phone	
Job Site Address	30 S RANGELINE RD
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Shyla Jones
Designer Phone	703-664-4871
Circuit ID	CARMEL (425) CIRCUIT 1203 CARMEL (425) CIRCUIT 1204
Primary Voltage	12.47/7.2 KV
Permit Required	Yes X No
Permit Type/No.	CARMEL CITY
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

DUKE ENERGY
Sheet 1 OF 1
Scale = 1"=60'

AERIAL WAIVER-DUKE-VARIOUS POLE REPLACEMENTS

Final Audit Report 2026-02-10

Created:	2026-02-10
By:	Caleb Warner (cwarner@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq4PH-flESPGRzNBfN8caZUbdbXH2bgJZ

"AERIAL WAIVER-DUKE-VARIOUS POLE REPLACEMENTS" History

Document created by Caleb Warner (cwarner@carmel.in.gov)
2026-02-10 - 3:41:54 PM GMT

Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-02-10 - 3:42:40 PM GMT

Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-02-10 - 6:42:35 PM GMT

Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-02-10 - 6:42:44 PM GMT - Time Source: server

Agreement completed.
2026-02-10 - 6:42:44 PM GMT

Adobe Acrobat Sign

INDEMNIFICATION AND NON-ENFORCEMENT AGREEMENT

Document Cross Reference No. 2025039551

THIS AGREEMENT entered into on the dates set out herein, by and between Baker Village Homeowners' Association, Inc. ("Bakers Village HOA"); City of Carmel, Indiana, ("the City"); the Board of Commissioners of Hamilton County, Indiana ("the Commissioners") and the Drainage Board of Hamilton County, Indiana ("the Drainage Board") (collectively referred to as "the County").

WITNESS THAT:

WHEREAS, a Joint Pond Maintenance Stormwater Drainage and Temporary Construction Easement Agreement, was entered into on September 8, 2025, and recorded on the 15th day of September, 2025, as Instrument No. 2025039551, between Ambleside Homeowners Association Inc., and Indiana nonprofit corporation; Lennar Homes of Indiana, LLC, an Indiana limited liability company; DRP Bookbinder Multistate, LLC, a Delaware limited liability company; Board of Commissioners of Hamilton County; and the Drainage Board of Hamilton County, Indiana ("the Maintenance Agreement"); and,

WHEREAS, as stated in the Maintenance Agreement, the Ambleside Homeowners Association currently maintains a detention pond pursuant to an existing agreement with the Board for the benefit of the Ambleside residential development and for the storage of stormwater runoff from the 146th Street right-of-way ("the Ambleside Pond") on a parcel of land owned by the Hamilton County Board of Commissioners, referenced as the "Board Parcel" in the Maintenance Agreement ("the Board Parcel"); and,

WHEREAS, as stated in the Maintenance Agreement, DRP Bookbinder Multistate, LLC ("LBE") owns approximately fifteen and sixty-seven hundredths (15.67) acres of real estate west of the Board Parcel ("the Baker Village Parcel"); and,

WHEREAS, LBE will retain ownership of the Baker Village Parcel until the land is transferred to the Baker Village HOA; and,

WHEREAS, as stated in the Maintenance Agreement, Lennar Home of Indiana ("Lennar" intends to develop and construct a residential development on the Baker Village Parcel ("Baker Village"); and,

WHEREAS, as stated in the Maintenance Agreement, Lennar intends to expand the Ambleside Pond ("the Ambleside Pond Expansion") to construct a unified wet detention pond system serving both the Ambleside residential development and Baker Village ("the Shared Ambleside Detention Pond"); and,

WHEREAS, the Shared Ambleside Detention Pond will be located on both the Board Parcel and the Baker Village Parcel; and,

WHEREAS, the Maintenance Agreement was entered into to allow Lennar to construct the Ambleside Pond Expansion, grant certain easements referenced in the Maintenance Agreement, preserve the existing detention volume in the Ambleside Pond, and assign maintenance responsibilities and cost sharing for the Shared Ambleside Detention Pond; and,

WHEREAS, the Shared Detention Pond will be located within a regulated drain easement upon acceptance of the Baker Village drainage infrastructure by the Board ("the Regulated Drain Easement"); and,

WHEREAS, Lennar, to conform to the requirements of the City of Carmel, intends to construct an elevated pedestrian boardwalk over a portion of the Shared Ambleside Detention Pond on the Baker Village Parcel and within the limits of the Regulated Drain Easement ("the Pier");and,

WHEREAS, the County is only willing to permit the installation of the Pier within the Regulated Drain Easement if Bakers Village HOA assumes the risk of loss from any property

damage or personal injury and agrees to release the County of any liability arising from the location or use of the Pier; and,

WHEREAS, the installation of the Pier will create an encroachment within the Regulated Drainage Easement; and,

WHEREAS, Bakers Village HOA has requested the Drainage Board allow the encroachment within the Regulated Drainage Easement; and,

WHEREAS, the Drainage Board, upon recommendation of the Hamilton County Surveyor, is willing to allow the encroachment subject to the terms and conditions set out herein.

THEREFORE, Bakers Village HOA, on behalf of themselves and successors in title, agree to indemnify and hold harmless the Board of Commissioners of Hamilton County and the Hamilton County Drainage Board, their employees, consultants, contractors and all related persons and entities ("the Released Parties"), from and against any and all claims arising from or connected with:

(i) damage, installation, placement, maintenance, and/or use of the Pier installed by Lennar and owned by the Bakers Village HOA or by any party acting by, under, through, or on behalf of Bakers Village HOA or under contracts to which Bakers Village HOA is a party to the extent that such contracts relate to the Pier;

(ii) is caused or result directly or indirectly to performance of any work whatsoever upon or in proximity to the Pier;

(iii) is caused or results directly from the water stored within the shared Ambleside Detention Pond;

(iv) this release also releases the Released Parties from any damage for injury to, or death of, persons or loss of, or damage to, property suffered in connection with installation

of, maintenance of, or use of the Pier by Bakers Village HOA or any party acting by, under, through, or on behalf of Baker HOA;

(v) the negligence or willful misconduct of Bakers Village HOA or any party acting by, under, through or on behalf of Bakers Village HOA; or

(vi) the breach by Bakers Village HOA of any term or condition of the Agreement.

It is further agreed by and between the parties as follows:

(i) The Drainage Board agrees to allow the encroachment which will exist within the Drainage Easement, subject to the terms of this Agreement. The Bakers Village HOA shall not place or install any additional encroachments or expand the aforementioned encroachment within the Drainage Easement without the prior written approval of the Drainage Board. However, the Bakers Village HOA may repair and/or replace the encroachment at the same location and size as it is when completed. When the encroachment is completed, Bakers Village HOA shall furnish to the Hamilton County Surveyor any maps, plans, or any other documentation used to construct the encroachment.

(ii) The terms and conditions of this Indemnification and Non-Enforcement Agreement shall be for the benefit of the Bakers Village HOA and their successors in title.

(iii) The Bakers Village HOA acknowledges that the Drainage Board, the Hamilton County Surveyor, their contractors and employees shall retain the right to use the Drainage Easement to repair, maintain, or install any drainage structures located within the Drainage Easement.

(iv) In the event it is necessary for the Hamilton County Surveyor, or a contractor acting on behalf of the Hamilton County Surveyor, or the Hamilton County Drainage Board, to

perform maintenance of any structure within the Drainage Easement, the Bakers Village HOA, on behalf of themselves and their successor's in title to Real Estate, waive any claim against the Hamilton County Surveyor, the Hamilton County Drainage Board, and Hamilton County for any damage to the encroachment.

(v) The Hamilton County Surveyor shall record this Indemnification and Non-Enforcement Agreement in the Office of the Hamilton County Recorder.

IN WITNESS WHEREOF, the parties have entered into this Indemnification and Non-Enforcement Agreement on dates set out below.

BAKER VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Dated this ____ day of _____, 2025.

By:_____

Printed:_____

Title:_____

ATTEST:

By:_____

Printed:_____

Title:_____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____ _____as _____, of Baker Village Homeowners' Association, Inc., and attested by _____ as _____, who acknowledged the execution of the foregoing Indemnification and Hold Harmless Agreement.

Subscribed and sworn to before me this ____ day of _____, 2025.

My Commission Expires:
_____

_____
Notary Public

_____
County of Residence

Approved and Adopted this _____day of _____, 20____.

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

BY:

_____
Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

ALL OF WHICH IS AGREED by the Board of Commissioners of Hamilton County on the 12th day of January, 2025.

BOARD OF COMMISSIONERS OF
HAMILTON COUNTY

_____
Steven C. Dillinger

_____
Mark E. Heirbrandt

ATTEST:

_____
Christine Altman

_____
Todd Clevenger, Auditor

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Steven C. Dillinger, Mark E. Heirbrandt, and Christine Altman, as members of the Board of Commissioners of Hamilton County, and Todd Clevenger, as Auditor of Hamilton County, who acknowledged the execution of the foregoing Indemnification and Hold Harmless Agreement for and on behalf of such the Board.

Subscribed and sworn to before me this 12th day of January, 2025.

My Commission Expires:
_____

_____
Notary Public

_____
County of Residence

ALL OF WHICH IS AGREED by the Hamilton County Drainage Board on the 12th day of January, 2025.

HAMILTON COUNTY DRAINAGE BOARD

_____
Christine Altman

_____
Mark E. Heirbrandt

ATTEST:

_____
Steven C. Dillinger

_____
Margaret Hobbs, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Steven C. Dillinger, Mark E. Heirbrandt, and Christine Altman, as members of the Hamilton County Drainage Board, and Margaret Hobbs, as Secretary of the Hamilton County Drainage Board, who acknowledged the execution of the foregoing Variance Agreement for and on behalf of such the Board.

Subscribed and sworn to before me this 12th day of January, 2025.

My Commission Expires:
_____

_____
Notary Public

_____
County of Residence

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document. David Boyer.

This instrument prepared by David Boyer, Assistant County Attorney, One Hamilton County Square, Suite 306, Noblesville, Indiana, 46060, 317-776-8466.

Reset Form

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Gregory A. Webb
   1448 S. Jacobi Rd., Greenfield, IN 46140
2. **Title or Position With Governmental Entity:** Lieutenant
3. a. **Governmental Entity:** Fire Department
   b. **County:** Hamilton
4. **This statement is submitted (check one):**
   a._ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
   b._ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Webb Effects, LLC
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.)*:
   Vinyl lettering and Graphics

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.)*:

Owner / operator

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.)*:

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____ _____

_____ _____

_____ _____
Elected Official Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.)*:

1/10/26 Ongoing
Date Submitted *(month, day, year)* Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** *This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.*

Signed: _____
(Signature of Public Servant)

Date: 1/10/26
(month, day, year)

Printed Name: Gregory A Webb
(Please print legibly.)

Email Address: webbeffects@comcast.net

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.