City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, APRIL 1, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. MEETING CALLED TO ORDER

2. MINUTES

a. **Minutes from the March 18, 2026, Regular Meeting.**

3. BID OPENINGS, AWARDS, AND REVOCATION

4. TABLED ITEMS

a. **Bid Award for 26-STR-02 Paving;** Matt Higginbotham, Street Commissioner **TABLED 03/18/2026**

5. CONTRACTS

a. **Resolution NO. BPW 04-01-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel Acknowledging Agreement between City and Vendor; Qwake Technologies Inc.; ($347,516.46); Augmented Reality Systems;** Chief Joel Thacker, Carmel Fire Department

b. **Request for Purchase of Goods and Services; Bloomington Ford, Inc.; ($130,186.50); 2026 Dodge Ram, 2026 Ford Explorer, and 2026 Nissan Pathfinder;** Chief Drake Sterling, Carmel Police Department

c. **Request for Purchase of Goods and Services; John Jones Chrysler Dodge Jeep Fiat; ($132,165.00); 2026 Chevrolet Traverse (2 each) and 2026 Chevrolet Tahoe (1 each); Additional Services Amendment #1;** Chief Drake Sterling, Carmel Police Department

d. **Request for Purchase of Goods and Services; Kelly Automotive Group, LLC; ($81,976.00); 2026 Jeep Grand Cherokee Laredo and 2026 Chevrolet Silverado; Additional Services Amendment #2;** Chief Drake Sterling, Carmel Police Department

e. **Request for Utility Easement Agreement between City of Carmel and Vendor; Duke Energy Indiana, LLC; ($123,258.26); 22-ENG-09 West Main Street;** Bradley Pease, Director of Engineering

f. **Request for Professional Services; JQOL, Inc.; ($169,045.00); 22-ENG-03 116th St & Hoover Rd Roundabout Inspection;** Bradley Pease, Director of Engineering

g. **Request for Purchase of Goods and Services; Howard Asphalt, LLC d/b/a Howard Companies; ($6,341,446.73); 26-STR-02 2026 Street Paving;** Matt Higginbotham, Street Commissioner

h. **Request for Purchase of Goods and Services; Blue Tank & Pump, LLC; ($72,007.65); 126th Bypass Proposal;** Lane Young, Director of Utilities

i. **Request for Purchase of Goods and Services; Insituform Technologies USA, LLC; ($519,995.65); Cool Creek Interceptor 36-Inch CIPP Proposal;** Lane Young, Director of Utilities

6. REQUEST TO USE CITY STREETS/PROPERTY

a. **Request for Noise Ordinance on Private Property; Wedding Ceremony Fireworks; May 2, 2026; 4:00 PM to 11:00 PM;** Donald Eicks, Circle City Pyrotechnics

b. **Request to Use Civic Square Gazebo and Lawn; Special Request to Use Electricity; Community Blood Drive Event; May 14, 2026; 7:00 AM to 1:00 PM;** Carol Dixon, City of Carmel

c. **Request to Use Civic Square Gazebo and Lawn; Special Request to Use Electricity and Fountain Restrooms; Graduation Party; May 23, 2206; 10:00 AM to 7:00 PM;** Alicia Benson

d. **Request to Use Civic Square Fountain Area, Gazebo, and Lawn; Additional Request to Use/Close City Streets, Special Request to Use Electricity and Fountain Restrooms; Gazebo Concert Series; May 27, 2026, through September 9, 2026 (Special Rain Dates September 16, 23, 30, 2026); 3:00 PM to 10:00 PM;** John Eaton, Fountain Square Committee

e. **Request to Use Carter Green; Carmel Pride Rainbow Run; June 7, 2026; 8:00 AM to 10:00 AM;** Jackie Mabry, Carmel Pride

f. **Request for Noise Ordinance on Private Property; Wedding Ceremony Fireworks; June 20, 2026; 3:00 PM to 11:00 PM;** Donald Eicks, Circle City Pyrotechnics

g. **Request to Use Midtown Plaza; Special Request to Use Electricity; The Indiana Wind Symphony Jazz Ensemble; August 9, 2026; 5:00 PM to 8:00 PM;** Tim Cox, Indiana Wind Symphony Jazz Ensemble

7. OTHER

a. **Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; 12412 Gray Road;**Verizon Wireless

b. **Request for Consent to Encroach; 1853 Braeburn;** Property Owners

c. **Request for Consent to Encroach; 12631 Enclave Court;** Property Owner

d. **Request for Consent to Encroach; 14471 Smkickle Lane;** Property Owners

e. **Request for Grant of Drainage Easement; 121 Winona Drive;** Drees Premier Homes

f. **Request for Dedication and Deed of Public Right of Way; 721 1st Ave NE;** Property Owners

g. **Request for Replat; 11005 Cornell Street;** Mason Klain

h. **Request for Water Line Easement Agreement; Christina M Aloisio & Kathy A Henry; 2110 E 96th Street;** Lane Young, Director of Utilities

i. **Uniform Conflict of Interest;** Ben Krieg

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: April 15, 2026

City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

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

MEETING CALLED TO ORDER

Board Member Barlow called the meeting to order at 10:00 am.

MEMBERS PRESENT

Board Members James Barlow and Alan Potasnik, Deputy Clerk Jessica Dieckman, and City Clerk Jacob Quinn are present.

MINUTES

Minutes from the March 4, 2026, Regular Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes approved 2-0.

BID OPENINGS, QUOTES, AND AWARDS

Bid Opening for City of Carmel Police Vehicles 2026; *Board Member Potasnik unsealed the bids and read them aloud;*

Vendors	***Bid Amount***
Pearson Ford, Inc	*$46,596.25*
Eby Ford Sales Inc	*$48,633.06*
Bachman Auto Group	*$182,568.00*
John Jones Auto Group	*$259,331.00*
Kelley Automotive Group, LLC	*$306,960.00*
Bloomington Ford, Inc dba Community Motors, Inc.	*$355,976.36*
Universal Safety Solutions	*$364,000.00*

Request for Quotes for Annual Grounds Maintenance; *Board Member Potasnik unsealed the quotes and read them aloud;*

Vendors	***Bid Amount***
Full Care of Indianapolis LLC	*$63,700.00*
Midwest Landscape Industries	*$86,840.83*

Board Member Potasnik moved to add an item as an Add-On. Board Member Barlow Approved 2-0.

***Quotes Award for Annual Grounds Maintenance**; Lane Young, Director of Utilities, recommended awarding the quote to Full Care of Indianapolis LLC for $63,700.00, as they were the lowest quote and most responsive. Board Member Potasnik moved to approve. Board Member Barlow seconded. Quote approved 2-0.*

Bid Award for 26-STR-02 Paving;** Matt Higginbotham, Street Commissioner **TABLED 03/18/2026

CONTRACTS

Request for Purchase of Goods and Services; Penn Care, Inc.; ($174,967.00); Ambulance Chassis Remounting; Additional Services Amendment #5; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0

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Request for Purchase of Goods and Services; Zoll Medical Corporation; ($56,066.84); EMS Equipment and Accessories; Additional Services Amendment #2; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Master Management Agreement; City of Carmel and Carmel/Clay Board of Parks & Recreation; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Clark Dietz, Inc; (-$4,614.90); 23-04 Auman-Newark Sidewalk and Drainage Improvements; CO#2; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Current Publishing, LLC; ($103,096.23); Display Ads 2026; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Purchase of Goods and Services; Brown Sprinkler Corporation; ($50,270.00); Garage Repairs; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0

Request for Purchase of Goods and Services; BASTIN Logan Water Services, Inc.; ($117,145.00); Inspections; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Midtown Plaza; Fit4Mom; May 01, 2026; 10:00 AM to 11:30 AM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use City Streets; Family Fun Ride; May 09, 2026 and June 20, 2026; 7:00 AM to 1:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use Civic Square Gazebo and Lawn and Use/Close City Streets;Special Request to Use Electricity and Fountain Restroom; Carmel Vaisakhi Cultural Festival; May 9,2026; 10:00 AM to 6:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use Civic Square Gazebo and Lawn and Request to Use City Streets; Special Request to Use Electricity and Fountain Restroom; Cardio 5K; May 16, 2026; 6:00 AM to 1:15 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use Midtown Plaza; Pop Up Exercise; May 16, 2026 and July 18, 2026; 8:00 AM to 10:00 AM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use/Close City Streets; Family Fun Ride; June 06, 2026, and July 11, 2026; 7:00 AM to 1:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use/Close City Streets; Freedom Run 5K; July 04, 2026; 7:00 AM to 9:00 AM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use Reflecting Pool; Special Request to Use Electricity and Reflecting Pool Restrooms; Annual Subregatta; August 8 through August 9, 2026; 7:00 AM to 4:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use Midtown Plaza and Use/Close City Streets; Community Bicycle Event; September 13, 2026; 5:00 AM to 2:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request to Use Midtown Plaza; Live Music on Wednesday Nights; April 1, 2026, through November 30, 2026; 5:00 PM to 9:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

OTHER

Resolution BPW 3-18-26-01; A Resolution of the Board of Public Works and Safety of the City of Carmel; Donation of Property Patricksburg VFD and Walton FD; Board Member Potasnik moved to approve. Board Member Barlow seconded. Resolution approved 2-0.

Request for Stormwater Technical Standards Waiver; Smoky Row Elementary at 900 W 136th Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Replat; 711 S Rangeline Road - Magnolia Block A; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Replat; 1260 Fairfax Manor Drive - The Twelve at Grand and Main Block 3A; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; East 126th Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Bexhill Drive;Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 2-0.

ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

ADJOURNMENT

Board Member Barlow adjourned the meeting at 10:26 AM

APPROVED: _____

Jacob Quinn – City Clerk

_____

Chairwoman Laura Campbell

ATTEST:

_____

Jacob Quinn – City Clerk

RESOLUTION NO. BPW 04-01-26-01

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City's Mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto as Exhibit A (the "Contract"); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2026.

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: _____

QWAKE TECHNOLOGIES

City of Carmel, IN
210 Veterans Way
Carmel, IN 46032

Sue Finkam
Mayor
sfinkam@carmel.in.gov

Reference: 20260211-124130457
Quote created: February 11, 2026
Quote expires: March 13, 2026

Products & Services

Item & Description	Unit MSRP	Unit Discount	Quantity	Extended Price
C-THRU Navigator 1 Augmented Reality system that attaches to a helmet. Box contains Vision Module, Power Module, USB-C charger	$9,200.00	50%	16	$73,600.00 after 50% discount
Compute Module Only Power Module, USB-C Charger	$4,400.00	50%	6	$13,200.00 after 50% discount
C-THRU Tablet Real-time streaming video from C-THRU Navigators, with 2-way visual communication, via QwakeConnect. Box contains C-THRU Tablet, USB-C charger	$2,000.00	60%	4	$3,200.00 after 60% discount
MSA 880 Carins Helmet BLACK w/Mounts Carin 880 helmet Chicago BLACK 880XSB-CHICAGO with Front and Rear set of mounts mounted, and Tin Shield	$1,478.56	60%	16	$9,462.78 after 60% discount
Vehicle Box Full device case cradle, feedback card, and charging cord.	$250.00	60%	16	$1,600.00 after 60% discount

Item & Description	Unit MSRP	Unit Discount	Quantity	Extended Price
Medium Rugged Rolling Case 36.5 in. Black Heavy Duty Large Rolling Toolbox	$170.00	60%	1	$68.00 after 60% discount
Large Rugged Rolling Case 36.5 in. Black Heavy Duty Large Rolling Toolbox	$200.00	60%	3	$240.00 after 60% discount
Pioneer Onboarding & Training Day In-person training with Qwake personnel on the safe operation and best practices using your new C-THRU Platform.	$9,000.00		1	$9,000.00
Shipping and Handling Standard S&H for FedEx Ground	$745.68		1	$745.68
C-THRU Command+Operations Center - Medium Live video streaming with two-way communication via QwakeConnect. Includes secure access to review footage and manage users, devices, and apparatus	$45,000.00 / year		1	$45,000.00 / year for 3 years
QwakeConnect Device connectivity, firmware updates, and support through a high-reliability public-safety network (QoS)	$1,300.00 / year		26	$33,800.00 / year for 3 years

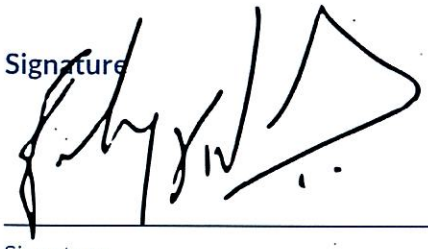
Annual subtotal	$78,800.00
One-time subtotal	$111,116.46 after $108,656.18 discount
Initial Payment	**$189,916.46**
Total Contract Value	**$347,516.46**

This Quote is subject to and incorporates by reference the Master Services and Purchasing Agreement entered into between Qwake and the Agency on or about the date hereof (the "Agreement"). All capitalized terms used in this Order Form have the meanings stated in the Agreement, unless stated otherwise.

By signing this Quote, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this Quote and agrees to be bound by the terms of the Agreement, and (b) it has full power and authority to accept the Agreement and this Quote.

This Quote has been signed by the parties' authorized representatives and is effective as of the date of last signature.

Signature



Signature

3/12/26

Date

Bahar Wadia

Printed name

Countersignature

Countersignature

3/12/26

Date

SUE K RINKER

Printed name

Austin James
Chair of Selection Committee
austin.james@qwake.tech
+17039803744

Qwake Technologies
14205 N Mo Pac Expy
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Austin , TX 78728-6529
United States

QWAKE TECHNOLOGIES

Qwake Technologies Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is entered into between Qwake Technologies, Inc. ("**Qwake**") and The City of Carmel ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Qwake and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Qwake Devices and Services detailed in the Quote (as defined herein). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Qwake Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall also be incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions

1.1. **"Qwake Software Services"** refers to Qwake's web applications, mobile applications, embedded device software, cloud software and cloud storage, and interactions among each of these and video and audio streaming from Qwake Devices or Qwake software. This excludes third-party applications, hardware warranties, and Agency's technology.

1.2. **"Qwake Device"** encompasses all hardware provided by Qwake under this Agreement. Devices manufactured by Qwake are a subset of Qwake Devices.

1.3. **"Quote"** means a quote provided to Agency by Qwake, which is only valid for the Qwake Software Services and Qwake Devices specified in the quote at the stated prices, and which quote incorporates this Agreement by reference. Any inconsistent or supplemental terms within the Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the estimated ship date for deployment may affect charges in the Quote. Shipping dates are estimates only. Qwake is not responsible for typographical errors in any Quote and reserves the right to cancel any orders resulting from such errors.

1.4. **"Services"** includes all services provided by Qwake under this Agreement, including training, onboarding, support, Qwake Software Services, and other services as may be introduced during the Subscription Term (as defined below).

2. Services

2.1. **License Grant**. Subject to and conditioned upon Agency's compliance with the terms and conditions of this Agreement and any terms of use governing the Qwake Software Services (which may be updated by Qwake from time to time without notice to Agency and which are currently provided at https://www.qwake.tech/terms) (the "**TOS**"), Qwake hereby grants to Agency a non-exclusive, non-sublicensable, non-transferable, revocable, limited license during the Subscription Term to use the Services and the Qwake Devices for all lawful fire department purposes, including but not limited to the training of Agency's personnel in compliance with the NFPA 1403 Standard on Live Fire Training Evolutions, emergency response and operational use, subject to the terms and conditions of this Agreement and any Qwake-provided user instructions or guidelines. Qwake will ensure that each of its personnel using the Services and/or Qwake Devices is compliant with the TOS and this Agreement and follows Qwake's instructions provided from time to time, and the Agency shall be responsible for the usage of its personnel thereof. Any reliance on any Qwake-provided instructions is at Agency's own discretion and risk and Qwake does not guarantee any results thereof. The Agency acknowledges and agrees that operational use of Qwake Devices and Services in emergency response or other real-world scenarios may involve risks, including but not limited to user health and safety, property damage, and equipment malfunction. The Agency represents that it has reviewed and understands the limitations and appropriate applications of the Products and assumes full responsibility for assessing fitness for its operational purposes.

2.2. **Restrictions**. Except as expressly authorized in this Agreement or by Qwake, Agency will not, and will not permit any third party to: (i) access or use the Services or Qwake Devices for any other purposes (including for any competitive analysis, commercial, professional, or other for-profit purposes); (ii) copy the Services or Qwake Devices; (iii) modify, adapt, or create derivative works of the Services or Qwake Devices; (iv) rent, lease, loan, resell, transfer, sublicense, display or distribute the Services or Qwake Devices to any third party; (v) use or offer any functionality of the Services or Qwake Devices on a service provider, service bureau, hosted, software as a service, or time sharing basis, provide or permit other individuals or entities to create Internet "links" to the Services, or "frame" or "mirror" the Services on any other server, or wireless or Internet-based device; (vi) decompile, disassemble, translate or reverse-engineer the Services

or Qwake Devices or otherwise attempt to derive the Services source code, algorithms, methods or techniques used or embodied in the Services or Qwake Devices; (vii) disclose to any third party the results of any benchmark tests or other evaluation of the Services or Qwake Devices, (viii) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Services or Qwake Devices; (ix) interfere with or disrupt servers or networks connected to any website through which the Services or Qwake Devices are provided; (x) use the Services or Qwake Devices to collect or store personal data about any person or entity; (xi) use the Services or Qwake Devices to build a similar or competitive product or service; (xii) use the Services or Qwake Devices to transmit code, files, scripts, agents or programs intended to do harm, including without limitation viruses, worms, time bombs and trojan horses; or (xiii) use the Services or Qwake Devices for any illegal, unauthorized or otherwise improper purposes. Qwake reserves the right to suspend the Agency's account and/or access to the Services or Qwake Devices if it knows of or has reason to suspect any violation of the TOS or this Agreement.

3. **Term** - This Agreement begins on the Effective Date and continues until all Subscription Terms have expired or have been terminated ("**Term**").

3.1. **Subscription Term** - All subscriptions, including C-THRU Operations Center, and QwakeConnect, begin on the date stated in the Quote. Each subscription term begins and ends as stated in the Quote (the "**Subscription Term**").

3.2. **General Payment Terms-**

Agency agrees to pay all fees set forth in the Quote. Except as otherwise set forth below or in the Quote, all payments are due within thirty (30) days of the invoice date ("**Net 30**"), must be made in accordance with Qwake's approved payment methods and, unless indicated otherwise, and are non-cancelable. Unless otherwise prohibited by law, overdue invoices shall accrue interest at the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by law. Payments must be made in full, without setoff, deduction, or withholding. In the event of non-payment, Agency's account may be referred to collections, and Agency shall be responsible for all reasonable collection costs, attorney's fees, and any other expenses incurred in enforcing payment obligations.

3.3. **Post-Beta Terms** – The Agency acknowledges and agrees that the Services provided under this Agreement are in beta and that the Subscription Term only applies to the beta version of the Services. Notwithstanding anything herein to the contrary, Qwake may notify the Agency during the Subscription Term that the non-beta version of the Services (the "Production Services") is available, which may be used by the Agency in an operational setting. The Agency may elect to enter into a new Quote to purchase, and a new definitive agreement to govern, such Production Services moving forward (which such new definitive agreement shall terminate and supersede this Agreement and terminate the Subscription Term). The Parties agree that: (i) Qwake shall not provide such Production Services unless and until a new Quote and definitive agreement are mutually agreed to and executed by Qwake and the Agency; and (ii) such Quote and definitive agreement will honor the pricing of Qwake Software Services for the duration of the original Subscription Term, and (iii) such definitive agreement shall include an option for a one-time upgrade of Agency's beta version Qwake Devices covered by QwakeConnect to production versions, if available. Total value (MSRP) of upgrades shall not exceed the total Hardware Charges (described in the Quote) made under this Agreement. Upgrades may take the form of device replacements, partial replacements, repairs, or refurbishments, in Qwake's sole discretion.

4. **Taxes** - The Agency is responsible for sales and other taxes associated with the order unless Agency provides Qwake with a valid tax exemption certificate.

5. **Shipping** - Qwake may make partial shipments and ship Qwake Devices from multiple locations. All shipments are EXW (Incoterms 2020) via a common carrier. Title and risk of loss pass to Agency upon Qwake's delivery to the common carrier. The Agency is responsible for paying any shipping charges specified in the Quote.

6. Pioneer Program Specific Terms - This Section 6 applies specifically to Agency as a participant in Qwake's Pioneer paid beta program under this Agreement.

6.1. **Hardware Pricing Assurance During Subscription Term** - During the Subscription Term of this Agreement, Qwake agrees to offer any additional Qwake Devices purchased by Agency via subsequent Quotes at the same unit price for such devices as specified in the initial Quote referencing this Agreement, provided such additional devices are the same model and

configuration as those purchased in the initial Quote and are subject to availability.

6.2. **Software Charges Protection During Extended Beta** - The initial paid Subscription Term for Qwake Software Services (including C-THRU Operations Center and QwakeConnect), as specified in the initial Quote, is for one (1) year commencing on the date specified in that Quote. If the Production Services, as described in Section 3.3 (Post-Beta Terms), have not been made generally available by the date that is twelve (12) months after the Effective Date of this Agreement, the start date for subsequent paid Subscription Term(s) for Qwake Software Services under this Agreement shall be delayed month-for-month for each full month that the general availability of Production Services is delayed beyond such twelve (12) month anniversary. This delay mechanism shall cease immediately upon Agency entering into a new definitive agreement for Production Services or upon Qwake making the Production Services generally available, whichever occurs first. This provision applies only to recurring Software Services fees and not to any Hardware Charges or other fees.

6.3. **Post-Beta Subsequent Purchase Pricing Assurance** - If Agency remains a continuous customer of Qwake Software Services without a material lapse in service coverage immediately following the end of the original Subscription Term under this Agreement by entering into a new definitive agreement for Production Services as contemplated in Section 3.3 (Post-Beta Terms), then for a period of three (3) years following the effective date of such new definitive agreement, for each subsequent quote which incorporates such definitive agreement and is issued by Qwake to Agency for additional Qwake Devices or line items, Qwake shall ensure that the unit price quoted for each specific Qwake Device or Production Service line item is no higher than the lowest unit price at which Qwake has sold the identical Qwake Device or Production Service line item to any other United States government agency customer in a transaction with a comparable volume (defined as within twenty percent (20%) of the quantity for that specific line item in the subsequent quote) within the preceding twelve (12) months. This assurance applies only to subsequent purchases and not to the pricing in the initial Quote under this Agreement, unless otherwise specified therein.

7. **Returns** - All sales are final. Qwake does not allow refunds or exchanges, except for warranty returns as set forth herein or as required by state or federal law.

8. **QwakeConnect and Qwake Device Warranty**

8.1. **QwakeConnect** - The C-THRU device, which is a Qwake Device, delivers mission-critical situational awareness to frontline teams. To ensure uninterrupted connectivity, ongoing software evolution, and predictable support costs, each C-THRU device requires Agency to subscribe to QwakeConnect, an all-in-one, and mandatory annual subscription that is a component of the Qwake Software Services hereunder and that provides first-responder-grade data, continuous firmware updates, and streamlined return merchandise authorization (RMA) support, and that is further described in Exhibit A. Agency agrees to comply with its obligations set forth in Exhibit A.

8.2. **Limited Warranty** - Qwake warrants that Qwake-manufactured Qwake Devices and accessories are free from defects in workmanship and materials under normal application, use and conditions for one (1) year from the date of the Agency's receipt (the "**Warranty Period**"). During the Warranty Period and provided Qwake has verified the performance failure of the Qwake-manufactured Qwake Device or accessory, Qwake agrees that it will, at its option: (a) replace the defective Qwake-manufactured Qwake Device or accessory with a new or remanufactured equivalent at no additional charge; (b) repair the defect with new and/or reconditioned parts at no additional charge; or (c) refund a Prorated Amount (defined below) of the Purchase Price (defined below). For any replacement devices or accessories, the limited warranty shall apply for the longer of the remaining Warranty Period of the original Qwake-manufactured Qwake Device or accessory, or ninety (90) days from the date of repair or replacement. For the purposes of this limited warranty, the "**Purchase Price**" shall be deemed to be the actual purchase price paid by the Agency as shown on the proof of purchase. The "**Prorated Amount**" shall be the product of (x) the Purchase Price and (y) the percentage obtain by dividing the remaining months left in the Warranty Period by the total one (1) year Warranty Period. In order to submit a warranty claim, Agency must provide Qwake with written notice of the issue, including the device or accessory serial number, proof of purchase, the date the defect was discovered and a detailed description of the defect. Devices and accessories that are found to be in good working condition are subject to a restocking fee of ten percent (10%) of the Purchase Price. No claim under this limited warranty may be brought after the Warranty Period. THE LIMITED WARRANTY DESCRIBED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY QWAKE WITH RESPECT TO ANY

QWAKE-MANUFACTURED QWAKE DEVICES OR ACCESSORIES AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE AGENCY. Except for claims resulting from Agency's misuse, operational decisions, or third-party conduct, Qwake agrees to indemnify the Agency for claims arising from Qwake's negligence or IP infringement.

8.3. **Limited Warranty Limitations –** In no event shall limited warranty provided in Section 8.2 cover defects and/or failures related to:

8.3.1. Failure to follow Qwake Device or accessory use instructions;
8.3.2. Qwake Devices or accessories used with equipment not manufactured or recommended by Qwake;
8.3.3. Intentional damage, misuse, abuse, accident, negligence or use not in accordance with applicable laws and regulations ;
8.3.4. fire, water, generalized corrosion, biological infestations, natural forces, acts of God or animals, civil disorder, or other force majeure events, including high input voltage from generators or lightning strikes;
8.3.5. Improper handling during transportation or storage or damage during shipping;
8.3.6. Qwake Devices or accessories repaired or modified by persons other than Qwake without Qwake's written permission;
8.3.7. Normal wear and tear; or
8.3.8. Qwake Devices or accessories with a defaced or removed serial number. Qwake's warranty will be void if the Agency resells Qwake Devices.

8.4. **Service for Qwake-Manufactured Devices**. Before delivering a Qwake-manufactured Qwake Device for service, the Agency must request a Return Materials Authorization from Qwake Support, via Qwake's support contacts at https://qwake.tech, or via email to support@qwake.tech. Qwake is not responsible for any loss of software, data, or other information contained on any part of the Qwake-manufactured Qwake Device sent to Qwake for service.

8.5. Exclusive Warranties and Remedies; Disclaimer - To the extent permitted by law, the above warranties and remedies are exclusive. EXCEPT FOR SECTION 8.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND QWAKE DEVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND QWAKE DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND

CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AGENCY UNDERSTANDS THAT THE SERVICES AND QWAKE DEVICES ARE IN BETA AND ANY EXPECTATIONS AND ESTIMATES REGARDING THE SERVICES AND QWAKE DEVICES ARE BASED ON FACTORS CURRENTLY KNOWN AND ACTUAL EVENTS OR RESULTS COULD DIFFER MATERIALLY. In addition, any information about Qwake's roadmap outlines Qwake's general product direction and is subject to change at any time without notice. Such information is for informational purposes only and shall not be incorporated into this Agreement or any contract or other commitment. Qwake undertakes no obligation either to develop the features or functionality provided in the Services or Qwake Devices, or to include any such feature or functionality in a future release of the Services or Qwake Devices. Agency expressly acknowledges that the Services and Qwake Devices have not been fully tested, and may contain defects or deficiencies which may not be corrected by Qwake. The Services and Qwake Devices may undergo significant changes prior to release of the corresponding generally available final version. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. The Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Qwake or anyone acting on behalf of Qwake related to the subject matter of this Agreement that is not in this Agreement. Qwake makes no representation or warranty that use of the Qwake Devices or Services in operational environments will prevent injury, loss of life, or property damage, or achieve any specific outcome. The Agency is solely responsible for determining the suitability of the Qwake Devices or Services for its specific needs and operational environment.

8.6. **Limitation of Liability** - QWAKE'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO ANY QWAKE DEVICE OR SERVICE WILL NOT EXCEED THE PURCHASE PRICE PAID TO QWAKE FOR THE QWAKE DEVICE, OR IF FOR SERVICES, THE AMOUNT RECEIVED BY QWAKE FROM AGENCY FOR SUCH SERVICES OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NEITHER PARTY WILL BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR

BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY. For operational or emergency response use, Agency acknowledges that Qwake Devices and Services are intended as supplemental tools and are not a substitute for standard firefighting protocols, personal judgment, or regulatory requirements. Qwake shall not be liable for any damages, injuries, losses, or claims arising from the use of its Qwake Devices or Services in operational contexts outside of Qwake's express written instructions or documentation, except to the extent caused by Qwake's gross negligence or willful misconduct.

8.7. **Third-Party Software and Services** - Use of software or services other than those provided by Qwake is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.qwake.tech/terms, if any, excluding any terms requiring the Agency to defend, indemnify, and/or hold harmless any party or entity.

9. **Qwake Device Warnings** - See https://www.qwake.tech/terms for the most current Qwake Device warnings.

10. **Design Changes** - Qwake may make design changes to any Qwake Device or Service without notifying the Agency or making the same change to Qwake Devices and Services previously purchased by the Agency.

11. **Bundled Offerings** - Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Qwake will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Qwake bundle.

12. **Insurance** - Qwake will maintain General Liability and Workers' Compensation insurance. Upon request, Qwake will supply certificates of insurance. The coverage amounts shall be no less than those amounts set forth in attached **Exhibit A**

13. **IP Rights** - Qwake owns and reserves all right, title, and interest in and to all Qwake-manufactured Qwake Devices and the Services, including all related intellectual property rights. Agency will not cause any Qwake proprietary rights to be violated. Agency hereby assigns to Qwake, at no charge, all right title and interest in and to all feedback and suggestions Agency provides to Qwake related to the Services or any Qwake

Devices.

14. **IP Indemnification** - Qwake will indemnify the Agency against all losses and reasonable attorneys' fees from any third party claim alleging that the use of Qwake-manufactured Qwake Devices or Services infringes or misappropriates the third party's intellectual property rights. Agency must promptly provide Qwake with written notice of such claim, tender to Qwake the defense or settlement of such claim at Qwake's expense and cooperate fully with Qwake in the defense or settlement of such claim. Qwake's IP indemnification obligations do not apply to claims based on: (a) modification of Qwake-manufactured Qwake Devices or Services by Agency or a third-party not approved by Qwake; (b) use of Qwake manufactured Devices and Services in combination with hardware or services not approved by Qwake; (c) use of Qwake Devices and Services other than as permitted in this Agreement; or (d) use of Qwake software that is not the most current release provided by Qwake.

15. **Agency Responsibilities** - Agency is responsible for: (a) Agency's use of Qwake Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Qwake Devices (except to the extent Qwake is obligated to indemnify Agency under Section 14); (d) either (i) returning Qwake Devices to Qwake for disposal, or (ii) disposing of Qwake Devices security and sustainably in accordance with Qwake's written guidance; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Qwake Devices.

16. **Termination**

16.1. **For Breach** - A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If the Agency terminates this Agreement due to Qwake uncured breach, Qwake will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **By Agency** - If sufficient funds are not appropriated or otherwise legally available to pay the fees, the Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.3. **Effect of Termination** - Upon termination of this Agreement, Agency's rights and licenses immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Qwake Devices for

less than the manufacturer's suggested retail price ("MSRP") and Agency terminates this Agreement pursuant to Section 16.2 before the end of the Term, then (a) Qwake will invoice Agency the difference between the MSRP for Qwake Devices received (including any spare Qwake Devices), and amounts paid towards those Qwake Devices or (b) Agency may return Qwake Devices and any spares in good working condition to Qwake within thirty (30) days of termination. MSRP is the standalone price of the individual Qwake Device at the time of sale. For bundled Qwake Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality - "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. pricing is confidential Information and competition-sensitive and shall be considered the Confidential Information of Qwake. If Agency receives a public records request to disclose Qwake Confidential Information, Agency will promptly notify Qwake of the request and will cooperate with Qwake in any lawful effort to protect the confidentiality of such information.

18. **General**

18.1. **Force Majeure** - Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors** - The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries** - There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination** - Neither Party nor its employees will discriminate against any person based on race, religion, creed, color, sex, gender identity and

expression, pregnancy, childbirth, breastfeeding, medical conditions related to pregnancy, childbirth, or breastfeeding, sexual orientation, marital status, age, national origin, ancestry, genetic information, disability, veteran status, or any class protected by local, state, or federal law.

18.5. **Export Compliance** - Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment** - Neither Party may assign this Agreement without the other Party's prior written consent. Qwake may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties' respective successors and assigns.

18.7. **Waiver** - No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability** - If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival** - The following sections will survive termination: Sections 1, 3.2, 6, 13, 14, 15, 16.3, 17, and 18.

18.10. **Governing Law** - The laws of the state of Indiana, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices** - All notices must be in English. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to the Agency shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, to the address on file with Qwake namely:

Qwake Technologies Master Services and Purchasing Agreement for Agency

City of Carmel
Fire Department
210 Veterans Way
Carmel, Indiana 46032

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

Notices to Qwake shall be provided to:

Qwake Technologies
14205 N Mo Pac Expy Ste 570
PMB 691758
Austin, Texas 78728-6529
Email: legal@qwake.tech

18.12 **Entire Agreement** - This Agreement, including its Addendums and any Quote(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

For Agency:

By: _____

Name: SUE FINKAM

Title: MAYOR

Date Signed: 3/12/26

For Qwake Technologies, Inc. :

By: _____

Name: Bahar Wadia

Title: CBO

Date Signed: 3/12/26

QwakeConnect Description

1. High-QoS 4G LTE Connection
   1.1. 4G LTE network: Connectivity delivered via Qwake's authorized reseller partnerships, currently leveraging Verizon's nationwide coverage for reliable services, subject to change from time to time.
   1.2. Agency understands and agrees that wireless services use radio technologies and are subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Qwake is not responsible for any such transmission and service are limitations, interruptions and dropped calls. Qwake does not make any representations or guarantees regarding the accuracy, completeness or timeliness of any Location Information or location capabilities of the Services or any network provided in connection therewith.
   1.3. Agency hereby consents to, and shall ensure that each of its users authorized to access the Services and use any C-THRU device affirmatively consents in writing to, Qwake and its third party providers (including Verizon and any other carrier) accessing, using, copying, storing, collecting and disclosing data that can be used to describe, determine or identify the location of any C-THRU or Qwake Device (or any other device connected to the applicable 4G LTE network provided by QwakeConnect), including without limitation latitude/longitude data, cell sites/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source ("**Location Information**"). Agency agrees to provide Qwake with evidence of such consents upon Qwake's request and to retain such evidence for a period of five (5) years after the termination of this Agreement. Furthermore, Agency agrees to immediately notify Qwake of any denial, revocation of withdrawal of any such consent and to ensure that such user does not access or otherwise use any C-THRU device after such denial, revocation or withdrawal.
   1.4. 4G LTE network with priority access and application-aware Quality of Service (QoS) enabled through Private Network Traffic Management (PNTM)

2. Software Updates & Upgrades
   2.1. Automatic OTA updates for security patches, stability fixes, and UX improvements.
   2.2. Major version upgrades included—no per-release fees.

2.3. Optional channel for early access to new features.

3. Subsidized RMA & Out-of-Warranty Support
   3.1. Fast turnaround: devices are repaired or replaced and shipped within 1 week of receipt at our facility.
   3.2. Round-trip ground shipping included for qualified RMAs.
   3.3. Out-of-warranty incidents not covered by manufacturing defects or device warranty, such as accidental damage, or misuse shall be billed at $120/hour for labor plus parts, up to a maximum of $3,500 per incident.
   3.4. Agency will receive transparent cost estimates before any non-warranty work begins, allowing Agency to approve or decline service.

ADDENDUM A

DATA AND INFORMATION PROTECTION

This Addendum is incorporated into and made part of the Master Services and Purchasing Agreement ("Agreement") between Qwake Technologies, Inc. ("Vendor") and the City of Carmel ("Agency").

In the event of any conflict between this Addendum and the Agreement, the provisions of this Addendum shall control solely with respect to data protection and information security obligations. Except as expressly stated herein, all other terms of the Agreement remain unchanged and in full force and effect.

1. Definitions.

For purposes of this Addendum:

"Authorized Persons" means Vendor employees, agents, and subcontractors who require access to Personal Information in order to perform Vendor's obligations under this Agreement and who are bound by confidentiality and security obligations no less protective than those contained herein.

"Personal Information" means information provided to Vendor by or on behalf of the Agency, or created or obtained by Vendor in connection with the Services, that identifies or can reasonably be used to identify an individual.

"Highly Sensitive Personal Information" includes government-issued identification numbers, financial account numbers, credit or debit card information, biometric data, genetic information, medical information, or other information defined as sensitive under applicable law.

"Security Breach" means any unauthorized access, acquisition, disclosure, or compromise of Personal Information or of the security safeguards protecting such information.

2. Protection of Personal Information.

Vendor shall implement and maintain reasonable administrative, technical, and physical safeguards designed to:

(a) protect the confidentiality, integrity, and availability of Personal Information;
(b) prevent unauthorized access, use, or disclosure; and
(c) comply with applicable federal, state, and local laws governing data protection.

Vendor shall maintain a written information security program that includes policies, procedures, and risk assessments appropriate to the sensitivity of the data processed under this Agreement.

Vendor shall maintain administrative, technical, and physical safeguards designed to protect Personal Information that are consistent with industry-standard security practices for cloud-based services.

3. Use Restrictions.

Vendor shall use Personal Information solely for purposes of performing its obligations under this Agreement and shall not sell, rent, disclose, transfer, or otherwise use Personal Information for any other purpose without Agency's prior written consent.

4. Security Safeguards.

Vendor shall implement safeguards including, at a minimum:

- access controls restricting Personal Information to Authorized Persons
- secure transmission and storage of Personal Information
- encryption of Highly Sensitive Personal Information where appropriate
- physical and logical security controls for systems and facilities
- periodic security assessments and vulnerability management procedures

5. Security Breach Notification.

Vendor shall notify Agency of any Security Breach as soon as practicable and in no event later than twenty-four (24) hours after becoming aware of such breach.

Vendor shall:

(a) cooperate with Agency in investigating the Security Breach;
(b) take immediate steps to contain and remediate the breach; and
(c) provide information reasonably necessary for Agency to comply with applicable breach notification laws.

6. Costs of Breach Response.

To the extent permitted by law, Vendor shall be responsible for reasonable costs incurred by Agency resulting from a Security Breach caused by Vendor's failure to comply with this Addendum. Vendor's liability under this Section shall remain subject to the limitation of liability set forth in Section 8.6 of the Agreement.

7. Return or Destruction of Data.

Upon termination or expiration of the Agreement, Vendor shall promptly return or securely destroy all Personal Information in its possession and certify such destruction upon Agency's written request.

8. Survival.

The obligations in this Addendum shall survive termination of the Agreement.

9. 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, arising from claims under this Addendum A.

For Agency:

By: _____

Name: SUE FINKAM

Title: MAYOR

Date Signed: 3/12/26

For Qwake Technologies, Inc.:

By: _____

Name: Bahar Wadia

Title: CBO

Date Signed: 3/12/26

ADDENDUM B

STATUTORY CERTIFICATIONS

This Addendum is incorporated into and made part of the Master Services and Purchasing Agreement between Qwake Technologies, Inc. ("Vendor") and the City of Carmel ("Agency").

1. E-Verify Compliance.

Vendor affirms that it is enrolled in and participates in the federal E-Verify program and will verify the employment eligibility of all newly hired employees assigned to perform work under the Agreement through the E-Verify program as required by Indiana Code §22-5-1.7. Vendor further affirms that it does not knowingly employ an unauthorized alien.

2. Iran Investment Certification.

Vendor certifies that neither Vendor nor any of its parent companies, subsidiaries, or affiliates is engaged in investment activities in Iran as defined by applicable law and that Vendor is not listed on any state or federal list of entities prohibited from contracting with governmental entities due to such investment activities.

Except as expressly stated herein, all other terms of the Agreement remain unchanged and in full force and effect.

For Agency:

By: _____

Name: SUE FINKAM

Title: MAYOR

Date Signed: 3/12/26

For Qwake Technologies, Inc. :

By: _____

Name: Bahar Wadia

Title: CBO

Date Signed: 3/12/26

EXHIBIT A

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

AFFIDAVIT

Bahar Wadia, 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 Qwake Technologies, Inc (the "Employer")

   in the position of CBO.

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 12 day of March, 20 26

Printed: Bahar Wadia

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: Bahar Wadia

Bloomington Ford, Inc.
Police Department - 2026
Appropriation #1110 44-650.01 Fund; P.O. #119496
Contract Not To Exceed $130,186.50

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

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1110 44-650.01 Capital Lease Fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Thirty Thousand One Hundred Eighty-Six Dollars and Fifty Cents ($130,186.50) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

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

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

7. LIENS:

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

8. DEFAULT:

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

9. INSURANCE AND INDEMNIFICATION:

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

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, without any cap or limitation, 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. The City has no indemnity obligation and will not indemnification the Vendor in regard to any liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) arising out of this Agreement. These obligations regarding indemnification shall survive the termination of this Agreement.

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

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

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

13. NO IMPLIED WAIVER:
The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

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

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

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

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

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

If to City:	City of Carmel Police Department Three Civic Square Carmel, Indiana 46032	**AND**	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Bloomington Ford, Inc. 2200 S Walnut St Bloomington, IN 47401		

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

CITY OF CARMEL, INDIANA

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: _____

Bloomington Ford, Inc.

By: Sam S. Roberts

Authorized Signature

Sam S. Roberts

Printed Name

IN Gov't. Sales Mgr.

Title

FID/TIN: 35-1745314

Date: 03/20/2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	2026 Nissan Pathfinder Premium / Black or Gray / Captain's Chairs Package (2nd row bucket seats), Backup camera, Bluetooth, Auto/Remote start, Rubberized floor liners/mats, 6 keys / 6 remotes, All Windows Tinted 20% preferred. "No Substitute"/ "Brand Name Only"/ "No Approved Equals"	1	Each	$44,042.25	$44,042.25
2	2026 Ram Tradesman 1500 Crew Cab 4x4 / Black Crystal / 3.6L V6 eTorque, 8-spd auto, 5’7” bed, Customer Preferred Package 26D, Aluminum Wheels, Backup camera, Bluetooth, Auto/Remote start, Rubberized floor liners/mats, 6 keys / 6 remotes, All windows tinted 20% preferred "No Substitute"/ "Brand Name Only"/ "No Approved Equals"	1	Each	$41,749.25	$41,749.25
7	2026 Ford Explorer / Oxford White / Driver-side LED spot lamp - Auto/Remote start / Rubberized floor liners/mats - 6 keys / 6 remotes - All windows tinted (20% preferred), Grille lamp pre-wiring "No Substitute"/ "Brand Name Only"/ "No Approved Equals"	1	Each	$44,395.00	$44,395.00
	Total				$130,186.50

Community Motors, Inc.. (Comm. Auto Grp.)
Sam S. Roberts | 812-331-2200 | Policecarsam@gmail.com

Carmel PD Specifications Report

[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2)

Community Motors, Inc.. (Comm. Auto Grp.)
Sam S. Roberts | 812-331-2200 | Policecarsam@gmail.com

Table of Contents

- Technical Specifications
- Selected Model and Options
- Standard Equipment
- Window Sticker

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Community Motors, Inc.. (Comm. Auto Grp.)
Sam S. Roberts | 812-331-2200 | Policecarsam@gmail.com

[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Technical Specifications

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
DT6L98	2026 Ram 1500 Tradesman 4x4 Crew Cab 5'7" Box	

COLORS

CODE	DESCRIPTION
PXJ	Diamond Black Crystal Pearlcoat

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ERG	Engine: 3.6L V6 24V VVT eTorque UPG I (STD)	0.00 lbs	0.00 lbs	Inc.

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	0.00 lbs	0.00 lbs	Inc.

CPOS PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
23A	Quick Order Package 23A Tradesman -inc: Engine: 3.6L V6 24V VVT eTorque UPG I, Transmission: 8-Speed Automatic (850RE)	0.00 lbs	0.00 lbs	$0.00

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DMC	3.21 Rear Axle Ratio (STD)	0.00 lbs	0.00 lbs	$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
WBF	Wheels: 18" x 7.5" Steel Painted (STD)	0.00 lbs	0.00 lbs	$0.00

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TUM	Tires: 275/65R18 BSW All Season LRR (STD)	0.00 lbs	0.00 lbs	$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXJ	Diamond Black Crystal Pearlcoat	0.00 lbs	0.00 lbs	

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat	0.00 lbs	0.00 lbs	$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z6B	GVWR: 6,900 lbs (STD)	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MDA	Front License Plate Bracket	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
CLF	MOPAR Front & Rear Rubber Floor Mats	0.00 lbs	0.00 lbs	
YEP	Manufacturer's Statement of Origin	0.00 lbs	0.00 lbs	$0.00
	Options Total	**0.00 lbs**	**0.00 lbs**	

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT eTorque UPG I (STD)

Transmission: 8-Speed Automatic (850RE) (STD)

3.21 Rear Axle Ratio (STD)

GVWR: 6,900 lbs (STD)

50 State Emissions

Engine Auto Stop-Start Feature

Transmission w/Driver Selectable Mode

Electronic Transfer Case

Part-Time Four-Wheel Drive

Engine Oil Cooler

730CCA Maintenance-Free Battery

48V Belt Starter Generator

Class IV Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

1790# Maximum Payload

HD Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

26 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Short And Long Arm Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Lithium Ion (li-Ion) Traction Battery 0.43 kWh Capacity

Exterior

Wheels: 18" x 7.5" Steel Painted (STD)

Tires: 275/65R18 BSW All Season LRR (STD)

Regular Box Style

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Exterior

Wheels w/Hub Covers

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Black Front Bumper w/Black Rub Strip/Fascia Accent

Black Rear Step Bumper

Black Side Windows Trim

Black Door Handles

Power Side Mirrors w/Convex Spotter

Black Exterior Mirrors

Manual Folding Exterior Mirrors

Exterior Mirrors w/Heating Element

Fixed Rear Window

Deep Tinted Glass

Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Perimeter/Approach Lights

Headlights-Automatic Highbeams

Laminated Glass

USB Host Flip

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control

Radio: Uconnect 5 W w/8.4" Display

6 Speakers

Streaming Audio

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Entertainment

Fixed Antenna

GPS Antenna Input

Integrated Center Stack Radio

2 LCD Monitors In The Front

Interior

Driver Seat

Manual Adjust 4-Way Driver Seat

Passenger Seat

Manual Adjust 4-Way Front Passenger Seat

Front Facing Fold-Up Cushion Vinyl Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Power Rear Windows

Voice Recorder

Rear Folding Seat

Illuminated Front Cupholder

Rear Cupholder

1 12V DC Power Outlet

Compass

Proximity Key For Push Button Start Only

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Adaptive Cruise Control

Manual Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Locking Glove Box

Driver Foot Rest

Full Cloth Headliner

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Interior

Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Urethane Gear Shifter Material

Heavy Duty Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

Cab Mounted Cargo Lights

FOB Controls -inc: Keyfob Remote Start

Smart Device Remote Engine Start

Global Telematics Box Module (TBM)

Google Android Auto

Apple CarPlay

4G LTE Wi-Fi Hot Spot

Integrated Voice Command w/Bluetooth

For Details Visit DriveUconnect.com

Supplier Part Tracking (J-1)

Connectivity - US/Canada

Instrument Panel Covered Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Outside Temp Gauge

Analog Appearance

Seats w/Vinyl Back Material

Front Center Armrest

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Interior	
	Manual Adjustable Rear Head Restraints
	4 Way Front Headrests
	Sentry Key Immobilizer
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	ParkSense Front And Rear Parking Sensors
	Blind Spot Detection Blind Spot
	Forward Collision Warning-Plus
	Cross Path Detection
	Collision Mitigation-Front
	Active Lane Management System Lane Keeping Assist
	Active Lane Management System Lane Departure Warning
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	ParkView Back-Up Camera

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 10
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box — MSRP:$48,175.00

Interior:Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat

Exterior 1:Diamond Black Crystal Pearlcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT eTorque UPG I

Transmission: 8-Speed Automatic (850RE)

OPTIONS

CODE	MODEL	MSRP
DT6L98	[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box	
	OPTIONS	
23A	Quick Order Package 23A Tradesman	$0.00
CLF	MOPAR Front & Rear Rubber Floor Mats	
DFT	Transmission: 8-Speed Automatic (850RE)	$0.00
DMC	3.21 Rear Axle Ratio	$0.00
ERG	Engine: 3.6L V6 24V VVT eTorque UPG I	$0.00
MDA	Front License Plate Bracket	$0.00
PXJ	Diamond Black Crystal Pearlcoat	
TUM	Tires: 275/65R18 BSW All Season LRR	$0.00
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat	$0.00
WBF	Wheels: 18" x 7.5" Steel Painted	$0.00
YEP	Manufacturer's Statement of Origin	$0.00
Z6B	GVWR: 6,900 lbs	$0.00
	SUBTOTAL	
	Adjustments Total	$0.00
	Destination Charge	
	TOTAL PRICE	

FUEL ECONOMY

Est City:19 MPG

Est Highway:24 MPG

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Data Version: 27882. Data Updated: Mar 1, 2026 6:47:00 PM PST.

Community Motors, Inc.. (Comm. Auto Grp.)
Sam S. Roberts | 812-331-2200 | Policecarsam@gmail.com

[Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (2) (Complete)

Est Highway Cruising Range:624.00 mi

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[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: Bloomington Ford, inc, dba communi9ty Motors, inc.

Written Signature: Sam Roberts

Printed Name: Sam Roberts

Title: Indiana Gov't. Sales Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Monroe

Subscribed and sworn to before me this 3rd day of March,

20 26.

My commission expires: 01/08/2027

(Signed) Jennifer Sciscoe

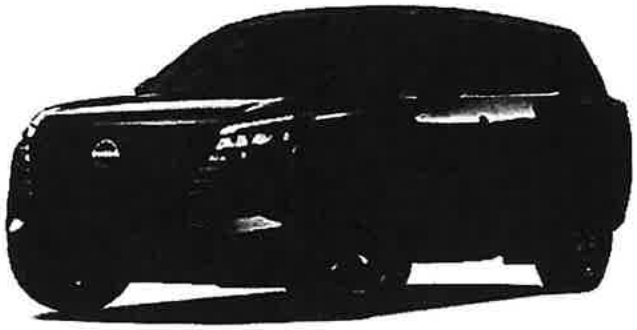
Printed: Jennifer Sciscoe

Residing in MONROE

County, State of onroe

Community Motors, Inc.. (Comm. Auto Grp.)
Sam S. Roberts | 812-331-2200 | Policecarsam@gmail.com

[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD



Community Motors, Inc.. (Comm. Auto Grp.)
Sam S. Roberts | 812-331-2200 | Policecarsam@gmail.com

[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
52616	2026 Nissan Pathfinder SL 4WD	$41,527.00	$44,500.00

COLORS

CODE	DESCRIPTION
KAD	Gun Metallic

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
KAD	Gun Metallic	0.00 lbs	0.00 lbs	$0.00	$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
G	Charcoal, TailorFit Appointed Seating Surfaces	0.00 lbs	0.00 lbs	$0.00	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
PR3	[P03] SL Premium Package -inc: Bose Premium Audio System, 13 speakers w/dual driver subwoofer, Wheels: 20" Machined Alloy w/Dark Met Gray Finish, Type-B, Panoramic Moonroof, Heated Rear Seats, Tires: 255/50R20 All-Season, Tow Hitch Receiver & Harness, 6,000 lbs max tow capacity, 2nd-Row Captain Chairs, Removable Center Console, 2nd Row Manual Sunshades	0.00 lbs	0.00 lbs	$3,151.00	$3,540.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
—	Tires: 255/50R20 All-Season	0.00 lbs	0.00 lbs	Inc.	Inc.
—	Wheels: 20" Machined Alloy w/Dark Met Gray Finish -inc: Type-B	0.00 lbs	0.00 lbs	Inc.	Inc.
	Options Total	**0.00 lbs**	**0.00 lbs**	**$3,151.00**	**$3,540.00**

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Community Motors, Inc.. (Comm. Auto Grp.)
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[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

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[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.5L V6 DOHC -inc: idle stop/start, direct injection and remote engine start
	Transmission w/Driver Selectable Mode
	Transmission: 9-Speed Automatic -inc: manual-mode paddle shifters
	Electronic Transfer Case
	Part And Full-Time Four-Wheel Drive
	4.33 Axle Ratio
	70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	150 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	6063# Gvwr
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electro-Hydraulic Power Assist Speed-Sensing Steering
	18.5 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
	Brake Actuated Limited Slip Differential
Exterior	
	Wheels: 18" Machined Alloy -inc: medium metallic gray finish, (Type B)
	Tires: P255/60R18 All-Season
	Steel Spare Wheel
	Compact Spare Tire Stored Underbody w/Crankdown
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert
	Argent Rear Bumper w/Black Bumper Insert
	Black Bodyside Cladding and Black Wheel Well Trim

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[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

Exterior	
	Chrome Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
	Body-Colored Door Handles
	Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
	Fixed Rear Window w/Wiper and Defroster
	Deep Tinted Glass
	Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille w/Chrome Surround
	Power Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Intelligent Auto Headlights (i-Ah) Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
	LED Brakelights
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
	Radio: AM/FM Audio System w/NissanConnect -inc: 6 speakers, 5G Wi-Fi hotspot, wireless Apple CarPlay and Android Auto, 12.3" multi-function information display, SiriusXM satellite radio, 2 front USB connection (1 type C charge and data ports), Bluetooth hands-free phone system, streaming audio and messaging and hands-free text messaging assistant
	6 Speakers
	Window Grid And Fixed Antenna
	Wireless Phone Connectivity
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	Passenger Seat
	60-40 Folding EZ Flex Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
	Manual Tilt/Telescoping Steering Column

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[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

Interior	
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	NissanConnect with Wi-Fi Hotspot Mobile Hotspot Internet Access
	Heated Front Bucket Seats -inc: 10-way power driver's seat w/2-way power lumbar and 6-way manual front passenger seat
	Fixed 60-40 Bench Leatherette 3rd Row Seat Front, Manual Recline, Manual Fold Into Floor, 3 Manual and Adjustable Head Restraints
	Heated TailorFit Leatherette Steering Wheel
	Front Cupholder
	Rear Cupholder
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Releases -Inc: Power Cargo Access
	Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	HomeLink Garage Door Transmitter
	Cruise Control w/Steering Wheel Controls
	Intelligent Cruise Control (ICC) w/Full Speed Range and Hold
	Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Underseat Ducts, Headliner/Pillar Ducts and Console Ducts
	Locking Glove Box
	Driver Foot Rest
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Console Insert and Chrome/Metal -Look Interior Accents
	Leatherette Door Trim Insert
	TailorFit Appointed Seating Surfaces
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
	Day-Night Auto-Dimming Rearview Mirror

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[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

Safety-Mechanical	
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	NissanConnect Services Emergency Sos Capability
	Automatic Emergency Braking (AEB)
	Rear Automatic Braking (RAB)
	Front Cross Traffic Mitigation
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Front and Rear Sonar System Front And Rear Parking Sensors
	Intelligent Blind Spot Intervention (I-BSI) Blind Spot
	Intelligent Lane Intervention (I-LI) Lane Keeping Assist
	Intelligent Lane Intervention (I-LI) Lane Departure Warning
	Aerial View Camera System
	Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
	NissanConnect Services
	Rear Child Safety Locks
	First Aid Kit
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	RearView Monitor Back-Up Camera
	Front Camera
	Left Side Camera
	Right Side Camera

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[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

Interior	
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Carpet Floor Trim
	Cargo Area Concealed Storage
	Trunk/Hatch Auto-Latch
	Cargo Space Lights
	NissanConnect Services Tracker System
	Smart Device Integration
	FOB Controls -inc: Keyfob Cargo Access, Keyfob Window Activation and Keyfob Remote Start
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Front Center Armrest and Rear Center Armrest w/Storage
	2 Seatback Storage Pockets
	Seats w/Leatherette Back Material
	Perimeter Alarm
	Immobilizer
	Air Filtration
	2 12V DC Power Outlets
Safety-Mechanical	
	ProPILOT Assist
	Vehicle Dynamic Control (VDC) Electronic Stability Control (ESC)

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Community Motors, Inc.. (Comm. Auto Grp.)
Sam S. Roberts | 812-331-2200 | Policecarsam@gmail.com

[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 3
Roadside Assistance Miles/km: 36,000

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Community Motors, Inc.. (Comm. Auto Grp.)
Sam S. Roberts | 812-331-2200 | Policecarsam@gmail.com

[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD — MSRP:$44,500.00

Interior:Charcoal, TailorFit Appointed Seating Surfaces

Exterior 1:Gun Metallic

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
52616	[Fleet] 2026 Nissan Pathfinder (52616) SL 4WD	
	OPTIONS	
G	Charcoal, TailorFit Appointed Seating Surfaces	
KAD	Gun Metallic	
PR3	[P03] SL Premium Package	
___	Wheels: 20" Machined Alloy w/Dark Met Gray Finish	Inc.
___	Tires: 255/50R20 All-Season	Inc.
	SUBTOTAL	
	Adjustments Total	
	Destination Charge	
	TOTAL PRICE	

FUEL ECONOMY

Est City:21 (2025) MPG

Est Highway:27 (2025) MPG

Est Highway Cruising Range:499.50 mi

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Data Version: 27831. Data Updated: Feb 23, 2026 6:45:00 PM PST.

City of Carmel Bid Specifications

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Client Proposal

Prepared by:
Sam Roberts
Office: 812-331-2200
Email: PoliceCarSam@gmail.com
Date: 02/24/2026

Prepared by: Sam Roberts
02/24/2026 Community Ford of Bloomington | 2200 S Walnut St Bloomington Indiana | 474016520

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Re: Vehicle Proposal 02/24/2026

To Whom It May Concern,

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

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

Sincerely,

Sam Roberts
Government Sales Manager
812-331-2200
PoliceCarSam@gmail.com

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

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Prepared by: Sam Roberts
02/24/2026 Community Ford of Bloomington | 2200 S Walnut St Bloomington Indiana | 474016520

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	
Packages		
500A	Order Code 500A *Includes:* *- Engine: 3.3L V6 Direct-Injection Hybrid System 136-MPH top speed. Police-calibrated.* *- Transmission: 10-Speed Automatic Includes manual police pursuit mode (steering wheel execution).* *- 3.73 Axle Ratio* *- Tires: 255/60R18 AS BSW* *- Radio: AM/FM/MP3 Capable Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *- SYNC Phoenix Communication & Entertainment System Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
Powertrain		
99W	Engine: 3.3L V6 Direct-Injection Hybrid System or (998) 3.3L V6 Base Engine *136-MPH top speed. Police-calibrated.*	Included
44B	Transmission: 10-Speed Automatic *Includes manual police pursuit mode (steering wheel execution).*	Included
STDAX	3.73 Axle Ratio	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
64E	Wheels: 18" Painted Aluminum *Includes 18" conventional (Police) black steel spare wheel.*	Included
Seats & Seat Trim		
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear *Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar) and passenger 8-way power track seat with 2-way power recline and 2-way power lumbar.*	Included

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Prepared by: Sam Roberts
02/24/2026 Community Ford of Bloomington | 2200 S Walnut St Bloomington Indiana | 474016520

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
	Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).	
	Includes: *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	
65U included	Police Upgrade Package	
	Includes selectable sport mode and high series headlamp with LED corner warning lights.	
	Includes: *- 1st & 2nd Row Carpet Floor Covering* *Includes front and rear carpeted floor mats.* *- Unique HD Cloth Front Bucket Seats w/Cloth Rear* *Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar) and passenger 8-way power track seat with 2-way power recline and 2-way power lumbar.* *- Center Floor Console Less Shifter* *Includes console and top plate with 2 cup holders. (Maintains column shifter).* *- Wheels: 18" Painted Aluminum* *Includes 18" conventional (Police) black steel spare wheel.* *- Front Headlamp Lighting Solution* *Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.*	
* this option only avail. w. 65U upgrade Pkg., incl.	>>> *Grille LED Lights, Siren & Speaker Pre-Wiring* *- Front Console Plate Delete*	
66A	Front Headlamp Lighting Solution	Included
	Recommend using ultimate wiring package (67U).	
	Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.	
	* *Includes:* *- Grille LED Lights, Siren & Speaker Pre-Wiring*	
153	Front License Plate Bracket	N/C

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Prepared by: Sam Roberts
02/24/2026 Community Ford of Bloomington | 2200 S Walnut St Bloomington Indiana | 474016520

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
51R	Driver Only LED Bulb Spot Lamp (Unity)	
16C	1st & 2nd Row Carpet Floor Covering *Includes front and rear carpeted floor mats.*	Included
85D	Front Console Plate Delete	Included
Emissions		
425	50-State Emissions System	STD

SUBTOTAL

Destination Charge

TOTAL MSRP

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Prepared by: Sam Roberts
02/24/2026

Community Ford of Bloomington | 2200 S Walnut St Bloomington Indiana | 474016520

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	
Options	
Colors	
Upfitting	
Fleet Discount	
Fuel Charge	
Destination Charge	
Total MSRP	

N/A

Customer Signature

Acceptance Date

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Prepared by: Sam Roberts
02/24/2026

Community Ford of Bloomington | 2200 S Walnut St Bloomington Indiana | 474016520

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options please review & Select or delete as needed

Selected	Code	Description	MSRP
Packages			
☑ = INCLUDED	500A	Order Code 500A	N/C

Includes:
- Engine: 3.3L V6 Direct-Injection Hybrid System
136-MPH top speed. Police-calibrated.
- Transmission: 10-Speed Automatic
Includes manual police pursuit mode (steering wheel execution).
- 3.73 Axle Ratio
- Tires: 255/60R18 AS BSW
- Wheels: 18" x 8" 5-Spoke Painted Black Steel
Includes black wheel-lip molding, polished stainless steel hub cover and center caps.
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.
- Radio: AM/FM/MP3 Capable
Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
- SYNC Phoenix Communication & Entertainment System
Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

Powertrain

☑	99W	Engine: 3.3L V6 Direct-Injection Hybrid System	STD

136-MPH top speed. Police-calibrated.

☐	99B	Engine: 3.3L V6 Direct-Injection	N/C

136-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.

☐	99C	Engine: 3.0L V6 EcoBoost (DISC)	

No longer available for factory ordering as of March 16, 2026.

148-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.
Includes:
- 3.31 Axle Ratio (DISC)

☑	44B	Transmission: 10-Speed Automatic	STD

Includes manual police pursuit mode (steering wheel execution).

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Prepared by: Sam Roberts
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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	44U	Transmission: 10-Speed Automatic (44U)	N/C
☑	STDAX	3.73 Axle Ratio	STD
☐	NONAX	3.31 Axle Ratio (DISC)	N/C
Wheels & Tires			
☑	STDTR	Tires: 255/60R18 AS BSW	STD
☐	STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes black wheel-lip molding, polished stainless steel hub cover and center caps.*	STD
☑	64E	Wheels: 18" Painted Aluminum *Includes 18" conventional (Police) black steel spare wheel.* With '65U' Pkg.	
☐	65L	18" 5-Spoke Full Face Wheel Covers w/Metal Clips	$70.00
Seats & Seat Trim			
☐	9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*	STD
☑	F	Unique HD Cloth Front Bucket Seats w/Cloth Rear With '65U' Pkg. *Includes driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar) and passenger 8-way power track seat with 2-way power recline and 2-way power lumbar.*	
☐	87A	4-Way Manual Passenger Seat *Includes 2-way manual track with 2-way manual recline.*	

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
Other Options			
☑	PAINT	Monotone Paint Application	STD
☑	119WB	119" Wheelbase	STD
☑	STDRD	Radio: AM/FM/MP3 Capable	STD

Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).

Includes:

- SYNC Phoenix Communication & Entertainment System

Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

☑	65U	Police Upgrade Package	$610.00

Includes selectable sport mode and high series headlamp with LED corner warning lights.

Includes:

- 1st & 2nd Row Carpet Floor Covering

Includes front and rear carpeted floor mats.

- Unique HD Cloth Front Bucket Seats w/Cloth Rear

Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar) and passenger 8-way power track seat with 2-way power recline and 2-way power lumbar.

- Center Floor Console Less Shifter

Includes console and top plate with 2 cup holders. (Maintains column shifter).

- Wheels: 18" Painted Aluminum

Includes 18" conventional (Police) black steel spare wheel.

- Front Headlamp Lighting Solution

Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.

- Grille LED Lights, Siren & Speaker Pre-Wiring

- Front Console Plate Delete

☑	66A	Front Headlamp Lighting Solution	

Recommend using ultimate wiring package (67U).

Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.

Includes:

- Grille LED Lights, Siren & Speaker Pre-Wiring

☐	66B	Tail Lamp Lighting Solution	

Call for brake lights or reverse lights overrides wig-wag flashing. Recommend using ultimate wiring package (67U).

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP

Includes LED tail lamp wig-wag module (red/white) - red brake lights and white reverse lights. LED lights only. Wiring and controller not included.

☐ 66C Rear Lighting Solution

Recommend using ultimate wiring package (67U).

Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.

☐ 67H Ready For The Road Package

Includes Whelen Cencom light controller head with dimmable back light, Whelen Cencom relay center/siren/amp with traffic advisor control (mounted behind 2nd row seat), light controller/relay Cencom wiring (wiring harness) with additional input/output pigtails, high current pigtail, Whelen specific WECAN cable (console to cargo area) connects Cencom to control head and grille linear LED lights (red/blue) harness.

Includes:

- Front Headlamp Lighting Solution

Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.

- Grille LED Lights, Siren & Speaker Pre-Wiring

- Tail Lamp Lighting Solution

Includes LED tail lamp wig-wag module (red/white) - red brake lights and white reverse lights. LED lights only. Wiring and controller not included.

- Rear Lighting Solution

Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.

- Rear Console Plate

Contours through 2nd row; channel for wiring.

- 100 Watt Siren/Speaker w/Bracket & Pigtail

- Hidden Door-Lock Plunger

- Rear-Door Controls Inoperable

Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.

☐ 67U Ultimate Wiring Package

Recommend police wire harness connector kit (67V).

Includes wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights. Does not include LED lights, side connectors or controller.

Includes:

- Rear Console Plate

Contours through 2nd row; channel for wiring.

- Grille LED Lights, Siren & Speaker Pre-Wiring

☐ 67V Front & Rear Police Wire Harness Connector Kit

For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	41H	Engine Block Heater	
☑	153	Front License Plate Bracket	
☐	21L	Front Warning Auxiliary LED Lights	

Recommend using ready for the road package (67H) or ultimate wiring package (67U).

Includes driver side - red/passenger side - blue.

☐	43A	Rear Auxiliary Liftgate Lights	

Recommend using ready for the road package (67H) or ultimate wiring package (67U).

Includes red/blue LED lights; located beneath liftgate glass in applique panel. LED lights only. Wiring and controller not included.

☐	63L	Rear Quarter Glass Side Marker LED Lights	

Recommend using ready for the road package (67H) or ultimate wiring package (67U).

Includes driver side - red/passenger side - blue. LED lights only. Wiring and controller not included.

☐	96T	Rear Spoiler Traffic Warning LED Lights	

Recommend using ready for the road package (67H) or ultimate wiring package (67U) (when not ordering the interior upgrade package (65U)). Rear console plate no longer required; can be ordered with interior upgrade package (65U).

Fully integrated in rear spoiler for enhanced visibility. Provides red/blue/amber directional lighting - fully programmable.

☐	63B	Side Marker LED Sideview Mirrors	

Recommend using ready for the road package (67H) or ultimate wiring package (67U).

Includes driver side - red/passenger side - blue. Located on exterior mirror housing. LED lights only. Wiring and controller not included.

☐	51P	Driver Only Spot Lamp Prep Kit	

Recommended if you plan to add spot lamps due to high strength a-pillar tubes.

Does not include spot lamp housing and bulb.

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	51W	Dual Driver & Passenger Spot Lamp Prep Kit *Does not include spot lamp housing and bulbs.*	
☑	51R	Driver Only LED Bulb Spot Lamp (Unity)	
☐	51T	Driver Only LED Bulb Spot Lamp (Whelen)	
☐	51S	Dual Driver & Passenger LED Bulb Spot Lamps (Unity)	
☐	51V	Dual Driver & Passenger LED Bulb Spot Lamps (Whelen)	
☐	92G	2nd Row, Rear Quarter & Liftgate Window Solar Tint *Door glass. Deletes privacy glass.*	
☐	92R	2nd Row Only Solar Tint *Door glass. Includes privacy glass on rear quarter and liftgate window.*	
☐	76D	Underbody Deflector Plate *Engine and transmission shield.*	
☐	47E	12.1" Integrated Computer Screen *Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area, Audio Video Extender (AVX) box, 2 AVX cables, 2 USB cables and 1 HDMI cable.*	
☐	87M	8" Rear Camera Image *In upper lefthand quadrant of display. 1/4 size picture in picture.*	
☐	52P	Hidden Door-Lock Plunger *Includes:* *- Rear-Door Controls Inoperable*	

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
		Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	
☐	68G	Rear-Door Controls Inoperable	
		Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	
☐	18D	Global Lock/Unlock Feature	
		Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + paitro timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.	
☐	59E	Keyed Alike - 1435x	
☐	59B	Keyed Alike - 1284x	
☐	59D	Keyed Alike - 0135x	
☐	59F	Keyed Alike - 0576x	
☐	59J	Keyed Alike - 1111x	
☐	59C	Keyed Alike - 1294x	
☐	59G	Keyed Alike - 0151x	
☑	16C	1st & 2nd Row Carpet Floor Covering	
		Includes front and rear carpeted floor mats.	
☑	85D	Front Console Plate Delete	
☐	85R	Rear Console Plate	
		Contours through 2nd row; channel for wiring.	
☐	17B	Less Rear Auxiliary A/C System	

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	90D	Driver Only Ballistic Door-Panels (Level III+)	
	Front-door. Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g.		
☐	90E	Ballistic Door-Panels (Level III+)	
	Driver and passenger front-doors. Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g.		
☐	90F	Driver Only Ballistic Door-Panels (Level IV+)	
	Front-door. Tested and meets the requirements of NIJ standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Also designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g and 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr). In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 1.		
☐	90G	Ballistic Door-Panels (Level IV+)	
	Driver and passenger front-doors. Tested and meets the requirements of NIJ standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Also designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g and 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr). In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 1.		
☐	16D	Badge Delete	
	Deletes the Police Interceptor badging on rear liftgate.		
☐	63V	Cargo Storage Vault	
	Includes lockable door and compartment light.		
☐	60R	Noise Suppression Bonds (Ground Straps)	
☐	16P	Rear Bumper Step Pad	
☐	18X	100 Watt Siren/Speaker w/Bracket & Pigtail	
☐	91Y	121 MPH Speed Limiter	
	Limits top speed of vehicle.		

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	91Z	131 MPH Speed Limiter	
	Limits top speed of vehicle.		
☐	79V	COV Required	
☐	C09	Priced DORA	
Fleet Options			
☐	D9G	Built: Chicago Plant	
☐	D9N	Built: Chicago Plant/SHO Center Mini Plant	
☐	31A	Ship Thru: Holman	
☐	31C	Ship Thru: Crown North America	
☐	31Z	Ship Thru: Driverge Vehicle Innovations	
☐	FLADCR	Fleet Advertising Credit	
☐	FINAL1	Fleet Final Order Date: TBD	
VSO Options			
☐	ZNB	Front Red Driver Side & Blue Passenger Side	
	Minimum order quantity: 1.		
☐	ZMN	PIU Delete Siren	
	Minimum order quantity: 1.		

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Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	ZMM	PIU Delete Hidden Door Lock & Plunger	
	Minimum order quantity: 1.		
☐	ZNE	PIU Front Red Driver Side & Blue Passenger Side	
	Minimum order quantity: 1.		
☐	ZNC	PIU Front Marker Blue & Blue	
	Minimum order quantity: 1.		
☐	ZND	PIU Front Marker Red & Red	
	Minimum order quantity: 1.		
☐	ZNF	PIU Front Marker White & White	
	Minimum order quantity: 1.		
☐	ZMU	PIU Front Auxiliary Blue & Blue	
	Minimum order quantity: 1.		
☐	ZMV	PIU Front Auxiliary Red & Red	
	Minimum order quantity: 1.		
☐	ZN8	PIU Front Marker Blue & White	
	Minimum order quantity: 1.		
☐	ZN9	PIU Front Marker Red & White	
	Minimum order quantity: 1.		
☐	ZNA	PIU Front Marker Red & Blue Split	
	Minimum order quantity: 1.		

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Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	ZMY	PIU Grille Amber & Amber	
	Minimum order quantity: 1.		
☐	ZMW	PIU Grille Blue & Blue	
	Minimum order quantity: 1.		
☐	ZMX	PIU Grille Red & Red	
	Minimum order quantity: 1.		
☐	ZMZ	PIU Light Control Delete	
	Minimum order quantity: 1.		
☐	ZMQ	PIU Mirror Blue & Blue	
	Minimum order quantity: 1.		
☐	ZMR	PIU Mirror Red & Red	
	Minimum order quantity: 1.		
☐	ZN2	PIU Rear LED Amber & Amber	
	Minimum order quantity: 1.		
	Includes LED lights inside the rear liftgate and inside lip of the tailgate.		
☐	ZN0	PIU Rear LED Blue & Blue	
	Minimum order quantity: 1.		
	Includes LED lights inside the rear liftgate and inside lip of the tailgate.		
☐	ZN1	PIU Rear LED Red & Red	
	Minimum order quantity: 1.		
	Includes LED lights inside the rear liftgate and inside lip of the tailgate.		
☐	ZMO	PIU Rear Liftgate Blue & Blue	

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
		Minimum order quantity: 1.	
☐	ZMP	PIU Rear Liftgate Red & Red	
		Minimum order quantity: 1.	
☐	ZN3	PIU Rear Marker Blue & Blue	
		Minimum order quantity: 1.	
☐	ZN4	PIU Rear Marker Red & Red	
		Minimum order quantity: 1.	
☐	ZN7	PIU Rear Marker Amber & Amber	
		Minimum order quantity: 1.	
☐	ZN5	PIU Rear Marker Red & Blue Split	
		Minimum order quantity: 1.	
☐	ZMS	PIU Rear Quarter Blue & Blue	
		Minimum order quantity: 1.	
☐	ZMT	PIU Rear Quarter Red & Red	
		Minimum order quantity: 1.	
☐	ZML	PIU Rear Spoiler Amber	
		Minimum order quantity: 1.	
☐	ZN6	Rear Marker Red Driver Side & Blue Passenger Side	
		Minimum order quantity: 1.	

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 620

Available Options (cont'd)

Selected	Code	Description	MSRP
Emissions			
☑	425	50-State Emissions System	
☐	423	50-State Emissions System Not Required	
		Control code for units either shipped to or ordered by dealers in California emission states for registration in non-California emission state locations. In Maine, Rhode Island and Vermont, dealers cannot use this code to order vehicles for customers in non-California emission state locations (except state public service/emergency - 936).	
☐	936	50-State Emissions System Exemption	
		This exemption may only apply in certain California emission states. Ordering dealer is responsible for contacting the proper state authorities for clarification on qualifying exempted vehicles for registration. Only available on units sold for authorized public service or emergency service use.	
General Info			
☐	ORDER1	Initial Order Date: 06/24/2025	
☐	START1	Start-Up Date: 09/26/2025	
☐	BUILD1	Build-Out Date: TBD	

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Exception Sheet

Please list and explain any exceptions to the specifications and terms of the request. Please note that the taking of an exception may cause your response to be deemed "non-responsive" if it is determined to be a material variance.

Certain items called for in the specifications, such as Grille Lamp & Speaker Pre wiring are not offered as factory OEM items, such as non-police specific models, and will be added by an upfitter qualified to do so

Loose items not offered by manufacturers, such as Floor Liners, may be added at the dealership level.

EXHIBIT B
Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: City of Carmel Police Vehicles

Invoice No. FC601-603

Purchase Order No: 119496

			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**
Community Miotors, Inc., dna Bloomington Ford, inc. dba community Nissan, Inc.	Typically <120 days ARO	vehicles for CPD 2026 Ddge Ram Tradesman 2026 Nissan Pathfinder 2026 Ford Explorer Police SUV $44,395.00	as quoted $41,749.25 $$44,042.25 $44,395.00	N/A	 $41,749.25 $44,042.25 $44,395.00
		GRAND TOTAL			$130,186.50

Sam S. Roberts
Signature

Sam S. Roberts IN Gov't. Sales Mgr.
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

EXHIBIT D

AFFIDAVIT

Sam S. Roberts, IN Gov't. Sales Mgr., 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 BLOOMINGTON FORD, INC. (the "Employer")

   in the position of IN Gov't. Sales Manager.

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

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

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 20TH day of MARCH, 2026.

Sam S. Roberts

Printed: Sam S. Roberts

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.

Sam S. Roberts

Printed: Sam S. Roberts

CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119496

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/19/2026			**376359**	

VENDOR
BLOOMINGTON FORD, INC
2200 S WALNUT ST
BLOOMINGTON, IN 47401 -

SHIP TO
Police Department
1000 S Rangeline Road
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
109139				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1110** *Fund:* **0** **Capital Lease Fund**				
Account: **44-650.01**				
1	**Each**	**2026 Dodge Ram Tradesman**	**$41,749.25**	**$41,749.25**
1	**Each**	**2026 Ford Explorer**	**$44,395.00**	**$44,395.00**
1	**Each**	**2026 Nissan Pathfinder**	**$44,042.25**	**$44,042.25**
			Sub Total	**$130,186.50**

Send Invoice To:
Police Department

1000 S Rangeline Road
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

SHIPPING INSTRUCTIONS

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

PAYMENT **$130,186.50**

* 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

TITLE

Donald Schoeff
Deputy Chief

Ann Bingman
Deputy CFO/Controller

CONTROL NO. 119496

REVIEWED
By Benjamin J Legge at 3:58 pm, Mar 20, 2026

John Jones Chrysler Dodge Jeep Fiat
Police Department – 2026
Appropriation #1110 44-650.01 Fund; P.O. #119494
Contract Not To Exceed $132,165.00

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

This ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES ("Additional Services Amendment") shall amend the terms of the Agreement for Purchase of Goods and Services entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and John Jones Chrysler Dodge Jeep Fiat (the "Vendor") as City Contract dated August 6, 2025 (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 Additional Services 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: _____

John Jones Chrysler Dodge Jeep Fiat

By: _____

Authorized Signature

Tim R.Troyer
Printed Name

Law Enforcement Sales
Title

FID/TIN: _____

Date: 3/20/2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	2026 Chevrolet Traverse LT AWD / 1 Sterling Gray Metallic AWD / Floor Liner Package / Backup camera, Bluetooth, Apple CarPlay/Android Auto, Auto/Remote start / Carpet flooring, Jet Black premium seats - 6 keys / 6 remotes - Power liftgate / 18” all-season tires, Grazen metallic aluminum wheels "No Substitute"/ "Brand Name Only"/ "No Approved Equals"	1	Each	$39,080.00	$39,080.00
6	2026 Chevrolet Traverse LT AWD / 1 Summit White AWD / Floor Liner Package / Backup camera, Bluetooth, Apple CarPlay/Android Auto, Auto/Remote start / Carpet flooring, Jet Black premium seats - 6 keys / 6 remotes - Power liftgate / 18” all-season tires, Grazen metallic aluminum wheels "No Substitute"/ "Brand Name Only"/ "No Approved Equals"	1	Each	$39,080.00	$39,080.00
8	2026 Chevrolet Tahoe 9C1 / White /5.3L V8 - Center front seat delete / Backup camera, Bluetooth, Auto/Remote start - Rubberized floor liners - 6 keys / 6 remotes / Power tailgate / LED driver-side spot lamp, Grille lamp pre-wiring "No Substitute"/ "Brand Name Only"/ "No Approved Equals"	1	Each	$54,005.00	$54,005.00
	Total				$132,165.00

John Jones Police Pursuit Vehicles
Tim R Troyer | 260-316-5833 | ttroyer@gmcity.com

Carmel IN Police Bid 2026

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

John Jones Police Pursuit Vehicles

Prepared By:

Tim R Troyer
John Jones Police Pursuit Vehicles
260-316-5833
ttroyer@gmcity.com

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John Jones Police Pursuit Vehicles

Tim R Troyer | 260-316-5833 | ttroyer@gmcity.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: Carmel IN PD PPV Tahoe Bid

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2026 Chevrolet Tahoe 4WD 4dr Commercial	

COLORS

CODE	DESCRIPTION
GAZ	Summit White (Not available on Premier and High Country.)

SUSPENSION PKG

CODE	DESCRIPTION	MSRP
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	Inc.

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

GVWR

CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)	$0.00

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AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)	Inc.

TIRES

CODE	DESCRIPTION	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White (Not available on Premier and High Country.)	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	$0.00

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RADIO

CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, deletes side doors and liftgate nameplate badging, and (ATD) third row seat delete) (Also includes (NP0) active single-speed transfer case.) *Upon selection of this option the base price will change*	Inc.
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: Carmel IN PD PPV Tahoe Bid

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
___	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Package.)	Inc.
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle.)	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	Inc.

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Quote: Carmel IN PD PPV Tahoe Bid

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
7X3	Spotlamp, left-hand (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with SEO (7X2) left and right-hand spotlamps.)	
——	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	Inc.
V53	Luggage rack side rails, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Package.)	Inc.
WUA	Fascia, front high-approach angle with recovery hook openings, but does not include hooks (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

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ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5T5	Seats, front cloth and second row vinyl (Standard with (5W4) Special Service Vehicle; otherwise requires (9C1) Police Package. On 4WD model, not available with (A50) front bucket seats.)	$0.00
5Y1	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (On 4WD model, requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering. (UBD) 2 type-A and C, charge and data USB ports and (KI4) 2, 120-volt power outlets are bundled and shipped loose when ordered for upfitter installation.)	$0.00
___	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
___	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
___	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
___	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
ATD	Seat delete, third row passenger	Inc.
AX2	Key, unique Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
BTV	Remote start (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
K34	Cruise control, electronic with set and resume speed (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
UUA	Display, automatic occupant sensing (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

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John Jones Police Pursuit Vehicles

Tim R Troyer | 260-316-5833 | ttroyer@gmcity.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: Carmel IN PD PPV Tahoe Bid

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
——	Active Hill Hold Assist (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
——	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
R9L	Deleted OnStar Basics (OnStar Fleet Basics for Fleet) (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam. *CREDIT*	
UD7	Rear Parking Assist (Included and only available with (9C1) Police Vehicle and (5W4) Special Service Vehicle.)	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
——	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
VQ2	Fleet Processing Option	$0.00

SHIP THRU CODES

CODE	DESCRIPTION	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	Inc.
	Options Total	

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

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Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension, Premium Smooth Ride (STD)

GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Suspension, rear multi-link with coil springs (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Steering, power

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Mechanical

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors (Not available with (9C1) Police Vehicle.)

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel (Not available with (9C1) Police Vehicle.)

Tire, spare P265/70R17 all-season, blackwall (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Fascia, front (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)

Assist steps, Black

IntelliBeam, automatic high beam on/off (Deleted when (9C1) Police Vehicle is ordered.)

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

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John Jones Police Pursuit Vehicles
Tim R Troyer | 260-316-5833 | ttroyer@gmcity.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: Carmel IN PD PPV Tahoe Bid

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM, delete

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front 40/20/40 split-bench (STD)

Seat trim, cloth

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, vinyl

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 11" diagonal multi-color digital display

Door locks, power programmable with lockout protection. Auto Lockout is disabled on driver door.

Keyless Open includes extended range Remote Keyless Entry

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Interior

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Universal Vehicle Module

Theft-deterrent system, electrical, unauthorized entry

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Safety-Mechanical

Front Pedestrian and Bicyclist Braking (Deleted when (9C1) Police Vehicle is ordered.)

Intersection Automatic Emergency Braking intersection alert, braking (Deleted when (9C1) Police Vehicle is ordered.)

Enhanced Automatic Emergency Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: Carmel IN PD PPV Tahoe Bid

Safety-Mechanical

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist (Not available with (9C1) Police Vehicle or (5W4) Special Services Vehicle.)

OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

HD Surround Vision

Rear Camera Washer

Rear Cross Traffic Braking (Deleted when (9C1) Police Vehicle is ordered.)

Rear Pedestrian Alert

Side Bicyclist Alert (Deleted when (9C1) Police Vehicle is ordered.)

Forward Collision Alert (Deleted when (9C1) Police Vehicle is ordered.)

Safety Alert Seat (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

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Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: Carmel IN PD PPV Tahoe Bid

Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Note:Photo may not represent exact vehicle or selected equipment.

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Carmel IN PD BID

Vehicle: [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT

John Jones Police Pursuit Vehicles

Prepared By:

Tim R Troyer
John Jones Police Pursuit Vehicles
260-316-5833
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Vehicle: [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Quote: Carmel IN PD White Traverse bid

Selected Model and Options

MODEL

CODE	MODEL	MSRP
1LB56	2026 Chevrolet Traverse AWD 4dr LT w/2LT	

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
LK0	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm) (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MF8	Transmission, 8-speed automatic (STD)	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
2LT	LT Preferred Equipment Group includes standard equipment	$0.00

WHEELS

CODE	DESCRIPTION	MSRP
SGE	Wheels, 18" (45.7 cm) Grazen Metallic machined-face aluminum (STD)	$0.00

TIRES

CODE	DESCRIPTION	MSRP
QO5	Tires, 255/65R18 all-season blackwall (STD)	$0.00

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PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket (STD)	$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
HQB	LT Jet Black, Premium cloth seat trim	$0.00

SEATING ARRANGEMENT

CODE	DESCRIPTION	MSRP
ABE	Seating, 7-passenger (2-2-3 seating configuration) (STD)	$0.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
R9L	Removes 3 Years of OnStar One and 3 Years of OnStar One with Super Cruise upgrade for suitably equipped/eligible vehicles (Requires (UE1) OnStar and (R9M) 3 Years OnStar One. Available on the following order types: FDR, FLS, FBC, FGO, FRC, FEF, FNR, TSC, TSP, TSR, TSD, TSM. Required on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam. *CREDIT*	

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
CAV	LPO, Integrated cargo liner (Included with (PDF) Floor Liner Package. Not available with (PDH) Interior Protection Package, LPO or (VLI) cargo mat, LPO.)	Inc.
PDF	LPO, Floor Liner Package includes (CAV) Integrated cargo liner, LPO, (RIA) first and second row all-weather floor liners, LPO and (RIB) third row all-weather floor liner, LPO (Not available with (PDH) Interior Protection Package, LPO or (VLI) cargo mat, LPO.	
RIA	LPO, All-weather floor liners, first and second row (Included and only available with (PDF) Floor Liner Package, LPO. Not available with (VAV) first and second row all-weather floor mats, LPO.)	Inc.
RIB	LPO, All-weather floor liner, third row (Included and only available with (PDF) Floor Liner Package, LPO or (PDH) Interior Protection Package, LPO.)	Inc.

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Vehicle: [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Quote: Carmel IN PD White Traverse bid

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
VQ2	Fleet processing option	$0.00
	Options Total	

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Vehicle: [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Quote: Carmel IN PD White Traverse bid

Standard Equipment

Package

Convenience Package includes (BTV) Remote Start, (KA1) heated driver and front passenger seats and (KI3) heated steering wheel

Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Safety Package 1 includes (UGN) Enhanced Automatic Emergency Braking, (KSG) Adaptive Cruise Control , (CTB) Intersection Automatic Emergency Braking, (UOW) Side bicyclist Alert, (UKM) Lane keep assist with Lane Departure Warning, enhanced and (UVZ) Reverse Automatic Braking

Trailering Package includes Hitch with hitch cover, (PZ8) Hitch View, (CTT) Hitch Guidance, (V08) heavy-duty cooling system and (KW5) 220 amp alternator

Mechanical

Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm) (STD)

Transmission, 8-speed automatic (STD)

Engine control, stop-start system

Engine control, stop-start system override

Electronic Precision Shift, electronic transmission range selector

Cooling system, heavy-duty

Alternator, 220 amps

GVWR, 6394 lbs (2900 kg)

All-wheel drive

Hitch Guidance

Hitch View

Suspension, Ride and Handling

Brake lining wear indicator

Brakes, 4-wheel antilock, 4-wheel disc

Exterior

Wheels, 18" (45.7 cm) Grazen Metallic machined-face aluminum (STD)

Tires, 255/65R18 all-season blackwall (STD)

Wheel, spare, 18" (45.7 cm) steel

Tire, compact spare, T135/70R18, blackwall

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Vehicle: [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Quote: Carmel IN PD White Traverse bid

Exterior

Roof rails, Black

Molding, bright door upper and low gloss Black belt

Moldings, molded color bodyside

Moldings, rocker, narrow, molded color

Wheel moldings, mold-in-color Black

Door handles, body-color

Headlamps, LED, automatic on/off

IntelliBeam, auto high beam

Glass, deep-tinted

Glass, rear, deep tint

Mirrors, outside heated, power-adjustable, manual-folding Black, with integrated turn signal indicators

Rear Camera Washer

AutoSense Power Liftgate, programmable, hands free

Entertainment

Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones

Audio system feature, 6-speaker system

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Active Noise Cancellation, driveline

Interior

Seats, front bucket (STD)

Seating, 7-passenger (2-2-3 seating configuration) (STD)

Seat trim, premium cloth

Seat adjuster, driver 8-way power

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Vehicle: [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Quote: Carmel IN PD White Traverse bid

Interior

Seat adjuster, front passenger 4-way manual

Seats, heated driver and front passenger

Headrest, 3rd row center

Floor mats, front, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Floor mats, rear, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Steering column, manual tilt and telescopic

Steering wheel, wrapped, round bottom

Steering wheel, heated

Driver Information Center, 11" diagonal display

Vehicle health management provides advanced warning of vehicle issues

Windows, remote express-up/-down driver and express-down all passengers

Keyless Open, all doors includes extended range Remote Keyless Entry with lock/unlock feature

Remote Start

Adaptive Cruise Control

Wireless Phone Charging

USB ports, 2, one type A and one type-C data/charge, located in the front area of the center console

USB ports, 2 type-A, charge-only located on the rear of the center console

USB ports, 2 type-A, charge-only one on each outboard location

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, front passenger and rear seat passengers

Air conditioning, rear

Sensor, cabin humidity and windshield temperature

Mirror, inside rearview manual day/night

Heater, electric, heater defroster system, reinforced

Safety-Mechanical

Enhanced Automatic Emergency Braking

Front Pedestrian and Bicyclist Braking

Intersection Automatic Emergency Braking

Rear Cross Traffic Braking

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Quote: Carmel IN PD White Traverse bid

Safety-Mechanical	
	Reverse Automatic Braking
Safety-Exterior	
	Mechanical jack with tools
Safety-Interior	
	Airbags, driver and front passenger frontal, seat-mounted side-impact first row outboard, seat-mounted side-impact inboard driver, and roof rail-mounted for all outboard seating positions and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Rear Park Assist
	HD Rear Vision Camera
	Blind Zone Steering Assist
	Lane Keep Assist with Lane Departure Warning, enhanced
	Following Distance Indicator
	Forward Collision Alert
	Side Bicyclist Alert
	LED Reflective Windshield Collision Alert
	Seat belt restraint pretensioner, rear
	Seat belt, 3-point, front passenger with pretensioner and load limiter
	Seat belt, 3-point, driver with pretensioner and load limiter
	Seat belts, all rows 3-point with pretensioners, driver and front passenger height-adjustable
	Seat belt indicator, second row

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Quote: Carmel IN PD White Traverse bid

Safety-Interior

Seat belt indicator, third row

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats

Display, automatic occupant sensing

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Safety Alert Seat

Tire Pressure Monitor System, auto learn

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27909. Data Updated: Mar 4, 2026 6:48:00 PM PST.

John Jones Police Pursuit Vehicles

Tim R Troyer | 260-316-5833 | ttroyer@gmcity.com

Vehicle: [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Quote: Carmel IN PD White Traverse bid

Note:Photo may not represent exact vehicle or selected equipment.

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Data Version: 27909. Data Updated: Mar 4, 2026 6:48:00 PM PST.

John Jones Police Pursuit Vehicles
Tim R Troyer | 260-316-5833 | ttroyer@gmcity.com

Vehicle: [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT (Complete)

Quote: Carmel IN PD White Traverse bid

Safety-Interior

Seat belt indicator, third row

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats

Display, automatic occupant sensing

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Safety Alert Seat

Tire Pressure Monitor System, auto learn

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 27909. Data Updated: Mar 4, 2026 6:48:00 PM PST.

John Jones Police Pursuit Vehicles
Tim R Troyer | 260-316-5833 | ttroyer@gmcity.com

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: Carmel IN PD PPV Tahoe Bid

Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27909. Data Updated: Mar 4, 2026 6:48:00 PM PST.

Exception Sheet

Please list and explain any exceptions to the specifications and terms of the request. Please note that the taking of an exception may cause your response to be deemed "non-responsive" if it is determined to be a material variance.

Police 9C1 Tahoe does not have a power liftgate as it is not offered in this model by GM

Grand Cherokee Luxury Tech is not available. Must use X package to get power rear lift gate

Chevrolet Traverse LT AWD White and Sterling Grey will have 6 key fobs each w/all specs met

Chevrolet Tahoe Police 9C1 will have 6 total key fobs and all specs met

CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT 35-6000972

PURCHASE ORDER NUMBER

119494

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/19/2026			**378458**	**Vehicles**

VENDOR
JOHN JONES CHRYSLER DODGE
1735 GARDNER LANE
PO BOX 100
CORYDON, IN 47112 -

SHIP TO
Police Department
1000 S Rangeline Road
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
109135				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1110**	*Fund:* **0**	**Capital Lease Fund**		
Account: **44-650.01**				
1	**Each**	**2026 Chevy Tahoe**	**$54,005.00**	**$54,005.00**
2	**Each**	**2026 Chevy Traverse**	**$39,080.00**	**$78,160.00**
			Sub Total	**$132,165.00**

Send Invoice To:
Police Department

1000 S Rangeline Road
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

SHIPPING INSTRUCTIONS

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

PAYMENT **$132,165.00**

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

ORDERED BY

TITLE

Donald Schoeff
Deputy Chief

Ann Bingman
Deputy CFO/Controller

CONTROL NO. 119494

Kelley Automotive Group LLC
Police Department - 2026
Appropriation #1110 44-650.01 Fund; P.O. #119495
Contract Not To Exceed $ 81,976.00

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

APPROVED
By Sergey Grechukhin at 1:59 pm, Mar 25, 2026

This ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES ("Additional Services Amendment") shall amend the terms of the Agreement for Purchase of Goods and Services entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Kelley Automotive Group LLC (the "Vendor") as City Contract dated April 3, 2024 (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 Additional Services 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: _____

Kelley Automotive Group LLC

By: _____

Authorized Signature

BARRY JACKSON

Printed Name

DIRECTOR

Title

FID/TIN: 27-2098643

Date: 3.25.26

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	2026 Jeep Grand Cherokee Laredo 4x4 / White / 3.6L V6 / Luxury Tech/ Backup camera, Bluetooth, Apple CarPlay/Android Auto, Uconnect, Auto/Remote start / Carpet w/ rubberized liners, Black/Dark Gray interior - 6 keys / 6 remotes/ Painted aluminum wheels, Power tailgate/ Grille lamp pre-wiring (red/blue strobes & speaker wire) "No Substitute"/ "Brand Name Only"/ "No Approved Equals"	1	Each	$39,358.00	$39,358.00
4	2026 Chevrolet Silverado Crew Cab Custom 4WD / Sterling Gray Metallic TurboMax, 8-spd automatic Spray-on bedliner (CGN), Rear underseat storage (VBJ) Infotainment 3 (7" screen), Apple CarPlay/Android Auto, Auto/Remote start Front & rear all-weather floor mats (RIA) 6 keys / 6 remotes "No Substitute"/ "Brand Name Only"/ "No Approved Equals"	1	Each	$42,618.00	$42,618.00
	Total				$81,976.00

* GRILLE LAMP PRE-WIRING NOT AVAILABLE ON JEEP

"Exhibit A"

Vehicle Description	Carmel	2026 Chevrolet Silverado Crew Cab Custom 4WD
Model	2026	
	IFB -2026-005	CK10543

Base Standard Equipment

Durabed, pickup bed Engine, TurboMax (310 hp @ 5600 rpm, 430 lb-ft of torque @ 3000 rpm) Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking GVWR, 7000 lbs. (Requires Crew Cab or Double Cab 4WD model and (TurboMax engine.) Rear axle, 3.42 ratio Push Button Start Automatic Stop/Start Transfer case, single speed electronic Autotrac with push button control (4WD models only) Four wheel drive Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power Alternator, 220 amps Recovery hooks, front, frame-mounted, Black Frame, fully-boxed, hydroformed front section Suspension Package, High Capacity Steering, Electric Power Steering assist, rack-and-pinion Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors Brake lining wear indicator Capless Fuel Fill Exhaust, single outlet,Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and Hitch Guidance Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, Forward Collision Alert and IntelliBeam Custom Value Package includes Custom Convenience Package and Trailering Package Custom Convenience Package includes Remote Start with content theft alarm, rear-window defogger, bed LED cargo area lighting and EZ Lift power lock and release tailgate, Wheels, 20" x 9" Bright Silver painted aluminum Tires, 275/60R20 all-season, blackwall Tire, spare 255/80R17SL all-season, blackwall Wheel, 17" x 8" full-size, steel spare Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door Bumper, front (Body-color.) Bumper, rear (Body-color.) CornerStep, rear bumper Cargo tie downs (12), fixed rated at 500 lbs per corner Headlamps, halogen reflector with halogen Daytime Running Lamps IntelliBeam, automatic high beam on/off Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models) LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob Taillamps with incandescent tail, stop and reverse lights Mirrors, outside heated power-adjustable Glass, deep-tinted Door handles, Black Tailgate and bed rail protection cap, top Tailgate, standard Tailgate, gate function manual with EZ Lift includes power lock and release, Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD), Audio system feature, 6-speaker system Wireless phone projection for Apple CarPlay and Android Auto Bluetooth for phone, connectivity to vehicle infotainment system Wi-Fi Hotspot capable, Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage, Seat adjuster, passenger 4-way manual, Door locks, power, Remote Keyless Entry, with 2 transmitters, Cruise control, electronic with set and resume speed, steering wheel-mounted, Theft-deterrent system, unauthorized entry, Power outlet, front auxiliary, 12-volt, Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet), Air conditioning, single-zone manual, Automatic Emergency Braking, Front Pedestrian Braking, StabiliTrak, HD Rear Vision Camera, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, Forward Collision Alert, VBJ (rear under seat storage), RIA (all weather floor liners), CGN (spray in bed liner).

Total Cost for Base Vehicle	MSRP $ [redacted] (CK10543)
Requested Options	
Description	**Additional Cost**
6 Extra Keys / Remotes	$570.00
Delivery	$175.00
Color: Sterling Gray Metallic	Additional included options: $ 745.00
	Total Cost of Vehicle, as ordered: $ 42,618.00
Dealer Name	*Kelley Chevrolet*
Contact Names	*Barry Jackson - 260-496-6483 - bjackson@kelleyauto.com*

"Exhibit A"

Vehicle Description	Carmel	2026 Jeep Grand Cherokee Laredo 4x4
Model	2026	
	IFB -2026-005	WLJH74

Base Standard Equipment

3.6L V6 24V VVT Engine UPG I w/ESS; 8-Speed Automatic (850RE) Transmission; Engine Auto Stop-Start Feature; Transmission w/Driver Selectable Mode and Sequential Shift Control w/Steering Wheel Controls; Automatic Full-Time Four Wheel Drive; 3.45 Rear Axle Ratio; 700CCA Maintenance-Free Battery w/Run Down Battery Protection; 160 AMP Alternator; Auxiliary Battery; Towing Equip. -inc: Trailer Sway Control; 1240lbs Maxium Payload; 6,050lbs GVWR; Gas-Pressurized Shock Absorbers; Front and Rear Anti-Roll Bars; Electric Power-Assist Steering; 23 Gal. Fuel Tank; Single Stainless Steel Exhaust; Permanent Locking Hubs; Multi-Link Front/Rear Suspension w/Coil Springs; Normal Duty Suspension; 4-Wheel Disc Brakes w/4-Wheel ABS, Front/Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake; Brake Actuated Limited Slip Differential; 18" x 8.0" Fully Painted Aluminum Wheels; 265/60R18 BSW A/S LRR Tires; Aluminum Spare Wheel; Compact Spare Tire Mounted Inside Under Cargo; Heated Exterior Mirrors; Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster; Deep Tinted Glass; Speed Sensitive Variable Intermittent Wipers; Galvanzied Steel/Aluminum Panels; Lip Spoiler; Chrome Grille; Liftgate Rear Cargo Access; Tailgate/Rear Door Lock Included w/Power Door Locks; Auto On/Off Reflector LED Low/High Beam Daytime Running Lights; Permieter/Approach Lights LED Brake Lights; Laminated Glass; USB Host Flip; Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and Uconnect External Memory Control; Uconnect 5 w8.4" Display; 6 Speakers; Streaming Audio; Integrated Atenna; GPS Atenna Input; Front Seats w/Power 4-Way Driver Lumbar; 12-Way Power Driver Seat; 4-Way Passenger Seat, Manual Recline; 60-40 Folding Split-Bench Cloth Rear Seat; Manual Titl/Telescoping Steering Column; Power Rear Windows and Fixed 3rd Row Windows; Leatherette Steering Wheel; Illuminated Front Cupholder; Rear Cupholder; Compass; Proximity Key For Doors and Push Button Start; Remote Keyless Entry and Panic Button; Cruise Control; Dual Zone Auto Air Conditioning; Cloth Seats; Day/Night Rearview Mirror; Carpet Floor Covering -inc Carpet Front/Rear Floor Mats; Global Telematics Box Module; Apple Carplay/Android Auto; 4G LTE WiFi Hot Spot; Power Windows; Power Locks w/Autolock Feature; 2 12V DC Power Outlets; Electronic Stability Control and Roll Stability Control; Side Impact Beams; Dual Stage Driver And Passenger Seat-Mounted Side Airbags;Emergency Sos Capability;ParkSense with Stop Rear Parking SensorsBlind Spot Detection BlindSpotCross Path DetectionActive Lane Management Lane Keeping AssistActive Lane Management LaneDepartureWarningCollision Mitigation-FrontFull Speed Forward Collision Warning PlusTire Specific Low Tire PressureWarningDual Stage Driver And Passenger Front AirbagsCurtain 1st And 2nd Row AirbagsAirbag OccupancySensorDriver And Passenger Knee AirbagRear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and PretensionersParkView Back Up Camera

Total Cost for Base Vehicle	MSRP $ [redacted] (WLJH74)

Requested Options

Description	Additional Cost
6 Extra Keys / Remotes	$924.00
Floor Liners	$200.00
Delivery	$175.00

Color: PW7 Bright White Clear Coat	Additional included options: $ 1,299.00
	Total Cost of Vehicle, as ordered: $ 39,358.00

Dealer Name	*Tom Kelley CDJR*
Contact Names	*Barry Jackson - 260-496-6483 - bjackson@kelleyauto.com*

"Exhibit A"

CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER
119495

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/19/2026			**375410**	

VENDOR
KELLEY AUTOMOTIVE GROUP LLC
1341 S 13TH STREET

DECATUR, IN 46733 -

SHIP TO
Police Department
1000 S Rangeline Road
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
109136				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **1110** *Fund:* **0** **Capital Lease Fund**				
Account: **44-650.01**				
1	**Each**	**2026 Chevy Silverado**	**$42,618.00**	**$42,618.00**
1	**Each**	**2026 Jeep Cherokee**	**$39,358.00**	**$39,358.00**
			Sub Total	**$81,976.00**

Send Invoice To:
Police Department

1000 S Rangeline Road
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$81,976.00**

* 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
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY

	Donald Schoeff	Ann Bingman
TITLE	Deputy Chief	Deputy CFO/Controller

CONTROL NO. 119495

UTILITY REIMBURSEMENT AGREEMENT

(OH Road To UG Road-- Cost Difference)

City of Carmel @ W. Main St. (From Old Meridian St. to Guilford Rd.) Roadway Reconstruction)

REVIEWED
By Sergey Grechukhin at 9:05 am, Mar 23, 2026

THIS UTILITY REIMBURSEMENT AGREEMENT (the "Agreement"), made and effective this _____ day of _____, 20__ (the "Effective Date"), by and between **Duke Energy Indiana, LLC**, an Indiana limited liability company ("DEI"), and **City of Carmel**, in Indiana (hereinafter referred to as "the Local Government"). Hereinafter, DEI and the Local Government may be individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **West Main Street** in **City of Carmel**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain overhead electric facilities upon and/or along **West Main Street** in **City of Carmel**, all of which are more particularly depicted or described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

WHEREAS, the Local Government has requested that DEI relocate the Utility Facilities to an underground relocation area acquired by the Local Government, as depicted or described on Exhibit "A" (hereinafter referred to as "the Relocation Area"); and

WHEREAS, the Parties have determined that the Relocation Area is suitable, and DEI is willing to relocate the Utility Facilities to the Relocation Area; provided that the Local Government reimburses DEI for the difference between actual costs incurred by DEI to relocate the Utility Facilities in an underground manner and the estimated cost of relocating the Utility Facility Facilities in an overhead manner ("Incremental Costs"); and

WHEREAS, the Local Government is willing to reimburse DEI for such costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, the Parties do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said Relocation Area in a manner, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimate of Incremental Costs for the Work is as follows **$123,258.26**, as shown on the attached Exhibit "B."

SECTION II. The Local Government shall reimburse DEI for the actual Incremental Costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Project until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way and, if needed, easement area, has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100-foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective the date first above written.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC

By: _____

Printed Name: Brynn Streeter

Printed Title: Lead Engineering Technologist

Dated: 9/8/2025

City of Carmel, Indiana

BY:

_____

Laura Campbell, Presiding Member

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

Jacob Quinn, Clerk

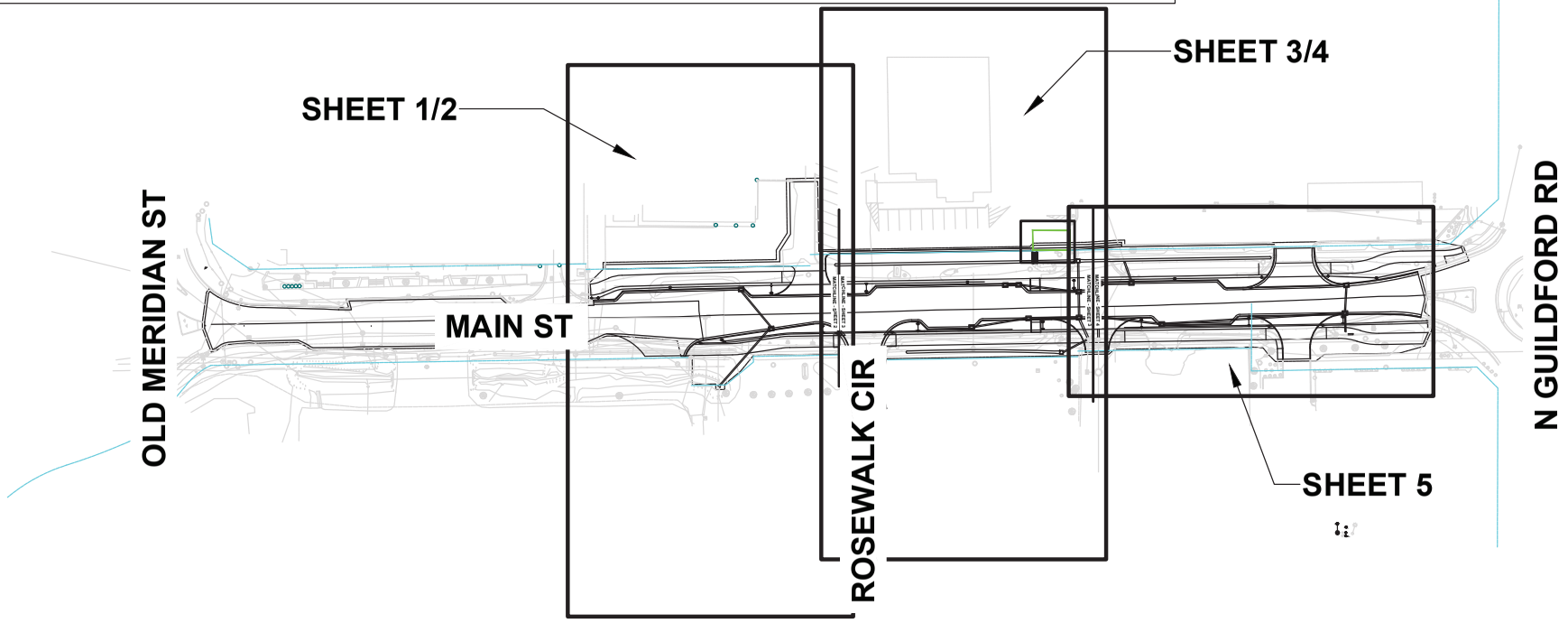
Date: _____

SAFETYFirst ▷ PERSONAL ACCOUNT ABILITY ▷ ACTIVE CARING ▷ HAZARD RECOGNITION	Upstream Protection		Safety Reminders / Adverse Conditions		Other Project Notes
	RECLOSER ON POLE HMI-25893 NEAR 1402 W MAIN ST, CARMEL IN, 46032	REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Remember "Your Circle of Safety"		CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	BREAKER CARMEL SPRINGMILL RD (547) 1248 NEAR 1531 W MAIN ST, CARMEL IN, 46032		ALL LOCATIONS TRUCK ACCESIBLE		TRAFFIC FLAGGING REQUIRED

WO 53685557

DUKE ENERGY CONSTRUCTION PRINT

CITY OF CARMEL @ W. MAIN ST. (FROM OLD MERIDIAN ST. TO GUILFORD RD.) ROADWAY RECONSTRUCTION



General Information		Work Order Information			Circuit Information
Des No.	N/A	Distribution			Distribution
W MAIN ST IMPROVEMENTS		Emax #	Project Code	OU / Center	CARMEL SPRINGMILL (547) 1284
1000 W MAIN ST		53685557	MX3685557	V567/S431	CARMEL 1ST AVE (794) 1263
CITY OF CARMEL IN		Transmission			Transmission
HAMILTON COUNTY		Emax #	Project Code	OU / Center	
CLAY TWP					

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLINOIS ZERO INJURY

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

DUKE ENERGY.	INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 100'
	DETAIL	W MAIN ST ROAD RECONSTRUCTION		
	DATE	MAY 22ND, 2025	LOCATION	+39.978195N, -086.143899W
	DRAWN	Manuel Salazar	PHONE	248-926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE		DWG NO	COVER SHEET

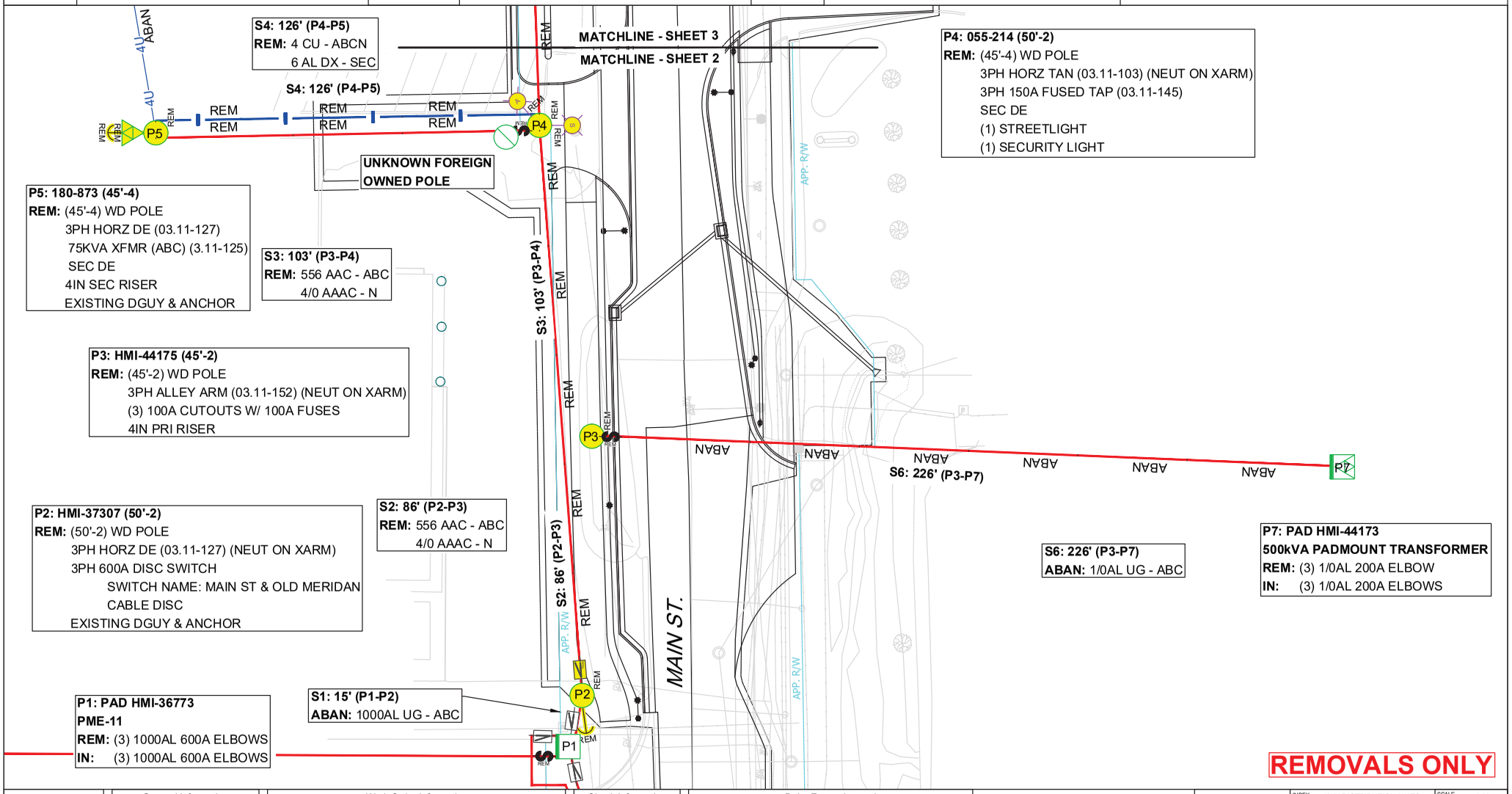
SAFETYFirst
▶ PERSONAL ACCOUNT ABILITY
▶ ACTIVE CARING
▶ HAZARD RECOGNITION

Upstream Protection
RECLOSER ON POLE HMI-25893 NEAR 1402 W MAIN ST, CARMEL IN, 46032
BREAKER CARMEL SPRINGMILL RD (547) 1248 NEAR 1531 W MAIN ST, CARMEL IN, 46032

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESIBLE

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

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED



General Information	
Des No.	N/A
W MAIN ST IMPROVEMENTS	
1000 W MAIN ST	
CITY OF CARMEL IN	
HAMILTON COUNTY	
CLAY TWP	

Work Order Information		
Distribution		
Emax #	Project Code	OU / Center
53685557	MX3685557	V567/S431
Transmission		
Emax #	Project Code	OU / Center

Circuit Information
Distribution
CARMEL SPRINGMILL (547) 1284
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLINOIS ZERO INJURY

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

DUKE ENERGY.

INDEX	12KV DISTRIBUTION LINES	SCALE	1:30
DETAIL	W MAIN ST ROAD RECONSTRUCTION		
DATE	MAY 22ND, 2025	LOCATION	+39.978195N, -086.143899W
DRAWN	Manuel Salazar	PHONE	248-926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 1 REM

SAFETYFirst
▷ PERSONAL ACCOUNT ABILITY
▷ ACTIVE CARING
▷ HAZARD RECOGNITION

Upstream Protection
RECLOSER ON POLE HMI-25893 NEAR 1402 W MAIN ST, CARMEL IN, 46032
BREAKER CARMEL SPRINGMILL RD (547) 1248 NEAR 1531 W MAIN ST, CARMEL IN, 46032

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESIBLE

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Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

MATCHLINE - SHEET 3

MATCHLINE - SHEET 2

UNKNOWN FOREIGN OWNED POLE

APP. R/W

P7

S12: 588' (P7-P11)

S13: 417' (P1-P11)
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH CALLOUTS FOR FURTHER DETAILS
IN: 1000 AL UG - ABC
6" CONDUIT

DUKE TO BORE MIN 6' DEEP BELOW EXISTING GRADE. 180' NORTH OF P6.

DUKE TO BORE MIN 6' DEEP BELOW EXISTING GRADE. 235' NORTH OF P6.

P7: PAD HMI-44173
500kVA PADMOUNT TRANSFORMER
REM: (3) 1/0AL 200A ELBOW
IN: (3) 1/0AL 200A ELBOWS

S13: 417' (P1-P11)

MAIN ST.

APP. R/W

S12: 588' (P6-P11)
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH CALLOUTS FOR FURTHER DETAILS
IN: 1/0 AL UG - ABC
4" CONDUIT

P1: PAD HMI-36773
PME-11
REM: (3) 1000AL 600A ELBOWS
IN: (3) 1000AL 600A ELBOWS

P1

INSTALLS ONLY

General Information	
Des No.	N/A
W MAIN ST IMPROVEMENTS	
1000 W MAIN ST	
CITY OF CARMEL IN	
HAMILTON COUNTY	
CLAY TWP	

Work Order Information		
Distribution		
Emax #	Project Code	OU / Center
53685557	MX3685557	V567/S431
Transmission		
Emax #	Project Code	OU / Center

Circuit Information
Distribution
CARMEL SPRINGMILL (547) 1284
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLINOIS ZERO INJURY

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

DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1:30
DETAIL	W MAIN ST ROAD RECONSTRUCTION		
DATE	MAY 22ND, 2025	LOCATION	+39.978195N, -086.143899W
DRAWN	Manuel Salazar	PHONE	248-926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 2 IN

SAFETYFirst
▶ PERSONAL ACCOUNT ABILITY
▶ ACTIVE CARING
▶ HAZARD RECOGNITION

Upstream Protection
RECLOSER ON POLE HMI-25893 NEAR 1402 W MAIN ST, CARMEL IN, 46032
BREAKER CARMEL SPRINGMILL RD (547) 1248 NEAR 1531 W MAIN ST, CARMEL IN, 46032

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESIBLE

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

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

S8: 75' (P9-P8)
REM: 556 AAC - ABC
4/0 AAAC - N

P8: 189-550 (45'-2)
REM: (45'-2) WD POLE
3PH HORZ DDE (03.11-120) (NEUT ON XARM)
4" 3PH PRI RISER (21.03-100)
(3) 100A CUTOUT W/ 100A FUSES

S16: 135' (P8-P12)
ABAN: 1/0 AL UG - ABC
4" HDPE CONDUIT

S7: 229' (P4-P8)
REM: 556 AAC - ABC
4/0 AAAC - N

P6: METER
SMALLWORLD ID 27991652
DISCONNECT/RECONNECT SVC

S5: 163' (P5-P6)
ABAN: 250 AL QX UG - SVC

S5: 163' (P7-P6)

MATCHLINE - SHEET 4
MATCHLINE - SHEET 3
MATCHLINE - SHEET 3
MATCHLINE - SHEET 2
S8: 75' (P9-P8)
S7: 229' (P4-P8)
P8
REM
ABAN
4U ABAN
MAIN ST.
ROSEWALK CIR.
ANT. R/W

REMOVALS ONLY

General Information	
Des No.	N/A
W MAIN ST IMPROVEMENTS	
1000 W MAIN ST	
CITY OF CARMEL IN	
HAMILTON COUNTY	
CLAY TWP	

Work Order Information		
Distribution		
Emax #	Project Code	OU / Center
53685557	MX3685557	V567/S431
Transmission		
Emax #	Project Code	OU / Center

Circuit Information
Distribution
CARMEL SPRINGMILL (547) 1284
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLINOIS ZERO INJURY
811 Know what's below. Call before you dig.

DUKE ENERGY.

INDEX	12KV DISTRIBUTION LINES	SCALE	1:30
DETAIL	W MAIN ST ROAD RECONSTRUCTION		
DATE	MAY 22ND, 2025	LOCATION	+39.978195N, -086.143899W
DRAWN	Manuel Salazar	PHONE	248-926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 3 REM

SAFETYFirst
▶ PERSONAL ACCOUNT ABILITY
▶ ACTIVE CARING
▶ HAZARD RECOGNITION

Upstream Protection
RECLOSER ON POLE HMI-25893 NEAR 1402 W MAIN ST, CARMEL IN, 46032
BREAKER CARMEL SPRINGMILL RD (547) 1248 NEAR 1531 W MAIN ST, CARMEL IN, 46032

CIRCLE FOR SAFETY

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESIBLE

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

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

DUKE TO BORE MIN 6' DEEP BELOW EXISTING GRADE. 50' FROM P10.

S11: 88' (P11-P9)

MATCHLINE - SHEET 4

MATCHLINE - SHEET 3

S17: 180' (P10-P12)

S17: 180' (P10-P12)
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH CALLOUTS FOR FURTHER DETAILS
IN: 1/0 AL UG - ABC
4" HDPE CONDUIT

DUKE EASEMENT 34' X 17.5'

P11

P10

S15: 245' (P10-P6)

S15: 245' (P10-P6)
DUKE TO BORE MIN 4' DEEP
IN: 350 AL QX UG - SVC
4" CONDUIT

P11: HMI57032
INSTALL PAD 11' N & 8' W OF POLE 189-550
IN: PME-9 SWITCHGEAR (28.01-118)
(6) 1000 AL 600A ELBOWS
(6) 1/0 AL 200A ELBOWS
(3) 100A SMU-20 FUSES (SOUTH)
(3) 125A SMU-20 FUSES (WEST)

P10: HMI57034
INSTALL PAD 11' N & 18' W OF POLE 189-550
CITY TO POUR PAD BEFORE DUKE CONSTRUCTION BEGINS
150KVA PAD XFMR
(27.04-144)(277/480kV)(12.47/7.2KV)
(3) 1/0AL 200A ELBOWS
(3) 200A ARRESTORS

P6: METER
SMALLWORLD ID 27991652
DISCONNECT/RECONNECT SVC

S13: 417' (P1-P11)

S12: 588' (P7-P11)

MAIN ST.

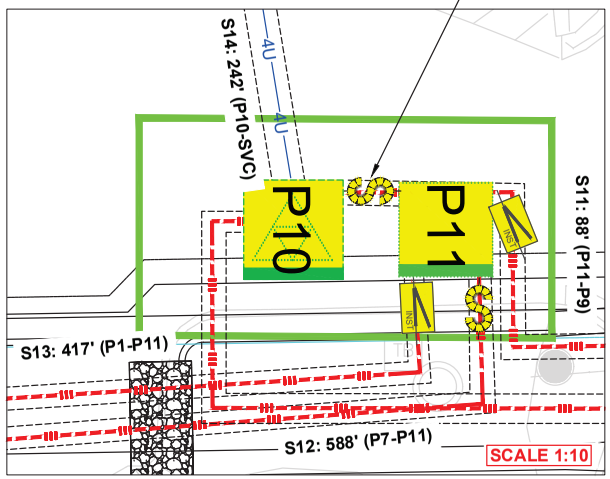
S13: 417' (P1-P11)
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH CALLOUTS FOR FURTHER DETAILS
IN: 1000 AL UG - ABC
6" CONDUIT

S12: 588' (P7-P11)
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH CALLOUTS FOR FURTHER DETAILS
IN: 1/0 AL UG - ABC
4" CONDUIT

MATCHLINE - SHEET 3

MATCHLINE - SHEET 2

S10: 7' (P10-P11)
DUKE TO TRENCH 3' DEEP
IN: 1/0 AL UG - ABC



ROSEWALK CIR.

INSTALLS ONLY

General Information	
Des No.	N/A
W MAIN ST IMPROVEMENTS	
1000 W MAIN ST	
CITY OF CARMEL IN	
HAMILTON COUNTY	
CLAY TWP	

Work Order Information		
Distribution		
Emax #	Project Code	OU / Center
53685557	MX3685557	V567/S431
Transmission		
Emax #	Project Code	OU / Center

Circuit Information
Distribution
CARMEL SPRINGMILL (547) 1284
Transmission

Duke Energy Legend

	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLINOIS ZERO INJURY

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

DUKE ENERGY.

INDEX	12KV DISTRIBUTION LINES	SCALE	1:30
DETAIL	W MAIN ST ROAD RECONSTRUCTION		
DATE	MAY 22ND, 2025	LOCATION	+39.978195N, -086.143899W
DRAWN	Manuel Salazar	PHONE	248-926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 4 IN

SAFETYFirst
- PERSONAL ACCOUNT ABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
RECLOSER ON POLE HMI-25893 NEAR 1402 W MAIN ST, CARMEL IN, 46032
BREAKER CARMEL SPRINGMILL RD (547) 1248 NEAR 1531 W MAIN ST, CARMEL IN, 46032

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESIBLE

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

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

S11: 88' (P11-P9)
DUKE TO BORE MIN 4' DEEP
IN: 1000 AL UG - ABC
6" CONDUIT

S8: 75' (P9-P8)
REM: 556 AAC - ABC
4/0 AAAC - N

P9: HMI57036
SET NEW POLE 75' E OF POLE 189-550
IN: POLE WD 50'-2
3PH HORZ DE (03.11-127) (NEUT ON XARM)
3PH DISC SWITCH
SWITCH NAME: TBD
6IN PRI RISER (21.05-105)
DOWN GUY-DBL-14" ANCH-20' LL (WEST)
DOWN GUY-SGL-14" ANCH-15' LL (WEST)

055-216 (45'-3)
HMI-26785 (50'-2)
CARMEL 1ST AVE (794) 1263 (12.47/7.2kV)
1000 AL UG - ABC
LOAD
LOAD
SOURCE
R/W
S11: 88' (P11-P9)
P8
P9
REM
REM
REM
REM
152' - 556 AAC - ABC, 4/0 AAAC - N
S8: 75' (P9-P8)
DUKE TO BORE MIN 6' DEEP BELOW EXISTING GRADE. 90' FROM P10.
DUKE TO BORE MIN 9' DEEP BELOW EXISTING GRADE. 110' FROM P10.
DUKE TO BORE MIN 11' DEEP BELOW EXISTING GRADE. 140' FROM P10.
MATCHLINE - SHEET 3
MATCHLINE - SHEET 4
S17: 180' (P10-P12)
MAIN ST.
APP. R/W
ABAN
P12
DUKE TO BORE MIN 10' DEEP BELOW EXISTING GRADE. 167' FROM P10.
S17: 180' (P10-P12)
DUKE TO BORE MIN 4' DEEP
SEE CRITICAL DEPTH CALLOUTS FOR FURTHER DETAILS
IN: 1/0 AL UG - ABC
4" HDPE CONDUIT
R/W
S16: 135' (P8-P12)
ABAN: 1/0 AL UG - ABC
4" HDPE CONDUIT
P12: PAD HMI-56842
500kVA PADMOUNT TRANSFORMER
REM: (3) 1/0AL 200A ELBOW
IN: (3) 1/0AL 200A ELBOWS

N

General Information	
Des No.	N/A
W MAIN ST IMPROVEMENTS	
1000 W MAIN ST	
CITY OF CARMEL IN	
HAMILTON COUNTY	
CLAY TWP	

Work Order Information		
Distribution		
Emax #	Project Code	OU / Center
53685557	MX3685557	V567/S431
Transmission		
Emax #	Project Code	OU / Center

Circuit Information
Distribution
CARMEL SPRINGMILL (547) 1284
CARMEL 1ST AVE (794) 1263
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

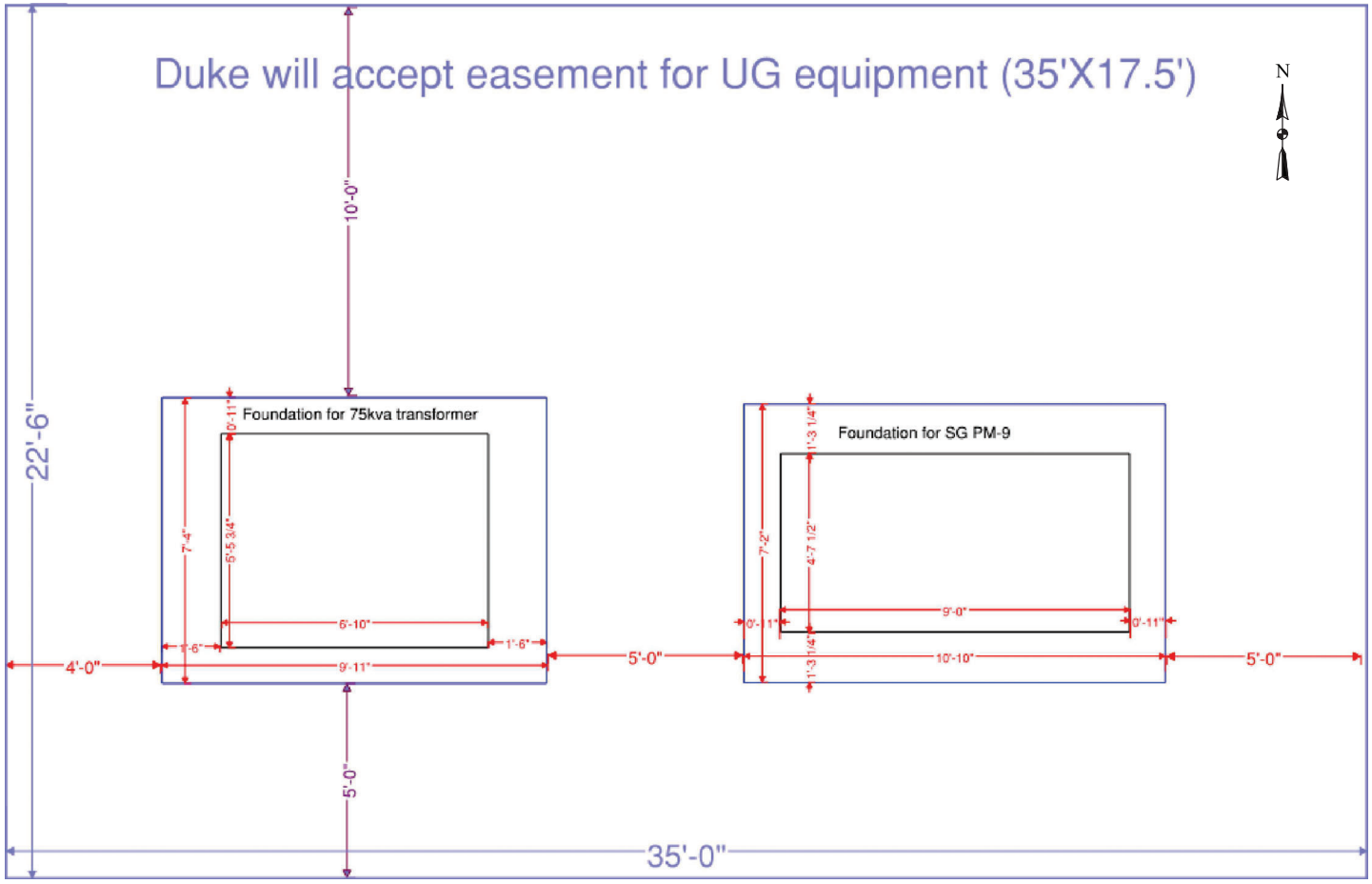
ILLINOIS ZERO INJURY
811 Know what's below. Call before you dig.

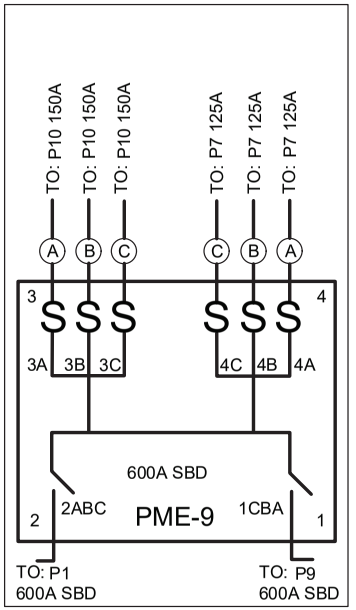
DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 20'
DETAIL	W MAIN ST ROAD RECONSTRUCTION		
DATE	MAY 22ND, 2025	LOCATION	+39.978195N, -086.143899W
DRAWN	Manuel Salazar	PHONE	248-926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 5

SAFETYFirst	Upstream Protection		Safety Reminders / Adverse Conditions		Other Project Notes
▶ PERSONAL ACCOUNTABILITY ▶ ACTIVE CARING ▶ HAZARD RECOGNITION	RECLOSER ON POLE HMI-25893 NEAR 1402 W MAIN ST, CARMEL IN, 46032		Remember "Your Circle of Safety"	REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	BREAKER CARMEL SPRINGMILL RD (547) 1248 NEAR 1531 W MAIN ST, CARMEL IN, 46032		ALL LOCATIONS TRUCK ACCESIBLE		TRAFFIC FLAGGING REQUIRED

Duke Easement Measurements





General Information	
Des No.	N/A
W MAIN ST IMPROVEMENTS	
1000 W MAIN ST	
CITY OF CARMEL IN	
HAMILTON COUNTY	
CLAY TWP	

Work Order Information		
Distribution		
Emax #	Project Code	OU / Center
53685557	MX3685557	V567/S431
Transmission		
Emax #	Project Code	OU / Center

Circuit Information
Distribution
CARMEL SPRINGMILL (547) 1284
CARMEL 1ST AVE (794) 1263
Transmission

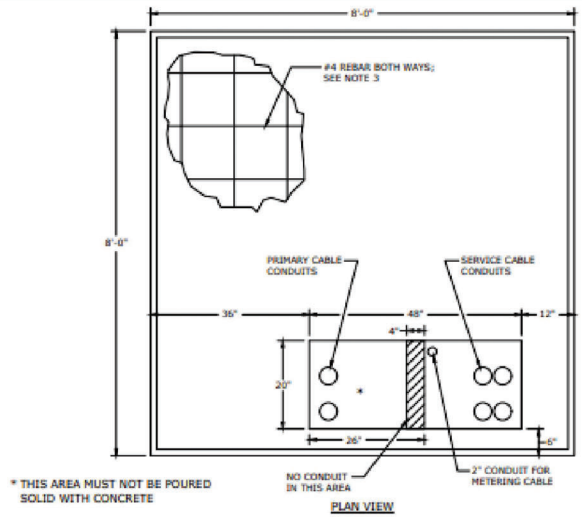
Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLINOIS ZERO INJURY

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

DUKE ENERGY.	INDEX	12KV DISTRIBUTION LINES	SCALE	####
	DETAIL	W MAIN ST ROAD RECONSTRUCTION		
	DATE	MAY 22ND, 2025	LOCATION	+39.978195N, -086.143899W
	DRAWN	Manuel Salazar	PHONE	248-926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE		DWG NO	SHEET 6

SAFETYFirst	Upstream Protection	Safety Reminders / Adverse Conditions		Other Project Notes
▶ PERSONAL ACCOUNTABILITY ▶ ACTIVE CARING ▶ HAZARD RECOGNITION	RECLOSER ON POLE HMI-25893 NEAR 1402 W MAIN ST, CARMEL IN, 46032	Remember "Your Circle of Safety"	REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	BREAKER CARMEL SPRINGMILL RD (547) 1248 NEAR 1531 W MAIN ST, CARMEL IN, 46032	ALL LOCATIONS TRUCK ACCESIBLE		TRAFFIC FLAGGING REQUIRED



REVISED	BY	CHK'D	APPR.
3			
2			
1	3/31/26	GOBLEY	EAMES
0	3/31/22	GOBLEY	EAMES

CUSTOMER-INSTALLED FLAT PADS
FOR THREE-PHASE PAD-MOUNTED TRANSFORMERS
75 - 3000 KVA

DEC	DEM	DEP	DEF
	X		

24.01-116A

INSTALLATION REQUIREMENTS:

1. ACCEPTANCE: THE COMPANY RESERVES THE RIGHT TO REFUSE SERVICE TO NEW INSTALLATIONS THAT DO NOT MEET DUKE ENERGY REQUIREMENTS AND MAY ELECT TO REMOVE EXISTING SERVICE CABLES IF THE CUSTOMER FAILS TO PROVIDE ADEQUATE MAINTENANCE TO CUSTOMER OWNED FACILITIES.

2. LOCATION: DUKE ENERGY SHALL BE RESPONSIBLE FOR DETERMINING THE FINAL LOCATION FOR THE TRANSFORMER PAD. THE CUSTOMER SHALL PROVIDE A LEVEL LOCATION FOR A PAD-MOUNTED TRANSFORMER INSTALLATION AS DIRECTED BY THE COMPANY. THE TRANSFORMER MUST BE LOCATED ADJACENT TO AND WITHIN 10 FEET OF A DRIVEWAY OR OTHER AREA ACCESSIBLE TO DUKE ENERGY CONSTRUCTION AND MAINTENANCE EQUIPMENT. THERE MUST BE AT LEAST 3 FEET OF CLEARANCE BETWEEN CUSTOMER EQUIPMENT OR LANDSCAPING AND THE SIDE OF THE TRANSFORMER (OR TRANSFORMER PAD) AND 10 FEET OF CLEARANCE TO THE FRONT OF THE TRANSFORMER (OR TRANSFORMER PAD). SEE SECTION 36 FOR ADDITIONAL CLEARANCE REQUIREMENTS.

3. DESIGN: THE CUSTOMER IS RESPONSIBLE FOR CONSTRUCTING A TRANSFORMER PAD IN ACCORDANCE WITH DUKE ENERGY REQUIREMENTS SUITABLE FOR THE LARGEST TRANSFORMER THAT MAY BE REQUIRED. THE CUSTOMER SHOULD CONSIDER FROST ACTION, DRAINAGE AND LOCAL SOIL CONDITIONS WHEN DEVELOPING THE STRUCTURAL DESIGN OF THE TRANSFORMER PAD. SPECIFIC REQUIREMENTS INCLUDE:
   - CONCRETE TO BE AIR-ENTRAINED WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
   - THE TRANSFORMER PAD SHALL BE A MINIMUM OF 8" THICK. THE TOP SURFACE SHALL BE A MINIMUM OF 2" ABOVE THE SURROUNDING GRADE. REINFORCING STEEL IS REQUIRED AND SHALL BE AT LEAST #4 BARS OR LARGER. REINFORCING BARS SHALL BE INSTALLED A MINIMUM OF 6" AND A MAXIMUM 12" O.C. BOTH WAYS.
   - THE TRANSFORMER PAD SHALL BE INSTALLED ON A 6" DEEP, COMPACTIBLE CRUSHED STONE BASE CONSISTING OF STONES UP TO 2" DIA. DOWN TO DUST.
   - THE SURFACE OF THE TRANSFORMER PAD SHALL BE FLAT, SMOOTH AND LEVEL WITHIN 1" IN ALL DIRECTIONS.
   - THE EDGE OF THE TRANSFORMER PAD SHALL HAVE A 1" BEVEL FORMED INTO THE TOP EDGE.

4. MATERIALS AND LABOR: THE CUSTOMER SHALL PROVIDE ALL MATERIALS AND EXCAVATION LABOR NECESSARY TO INSTALL THE TRANSFORMER PAD. THIS INCLUDES: EXCAVATION, BACKFILLING, INSTALLATION OF CONDUIT AND CONDUIT ACCESSORIES, BUILDING FORMS, POURING AND FINISHING CONCRETE, ETC.

5. CONDUIT: THE CUSTOMER SHALL INSTALL, OWN AND MAINTAIN THE CONDUIT SYSTEM INCLUDING DUCT, MANHOLES, CABLE PITS AND TRANSFORMER FOUNDATIONS, ETC. IT SHALL BE INSTALLED IN ACCORDANCE WITH DUKE ENERGY STANDARDS. THE CONDUIT SHALL BE MADE FROM POLYVINYL CHLORIDE (PVC) AND SUITABLE FOR USE WITH UNDERGROUND ELECTRIC DISTRIBUTION CABLES RATED AT 90°C. ALL CONDUITS SHALL HAVE A UL LISTING AND A SCHEDULE 40 (SCH 40) RATING CLEARLY PRINTED ON THE EXTERIOR SURFACE. DUKE ENERGY WILL SPECIFY THE INSIDE DIAMETER SIZE OF THE PRIMARY CABLE CONDUITS. ALL BENDS SHALL BE 90° "SWEEP" BENDS WITH A MINIMUM RADIUS OF 36". CONDUIT MAY BE DIRECT BURIED IF LOCAL PERMITTING AUTHORITIES WILL ALLOW DIRECT BURIED CONDUIT SYSTEMS. ALL CONDUITS SHALL HAVE A PULL STRING INSTALLED. ALL CONDUITS SHALL BE CAPPED TO PREVENT DEBRIS FROM ENTERING THE CONDUIT.

6. THE MAXIMUM NUMBER OF CONDUITS ENTERING INTO THE SECONDARY AREA OF THE PAD OPENING SHALL BE (12) (4" DIA.) UNLESS SPECIFICALLY APPROVED BY ENGINEERING AND CONSTRUCTION PLANNING.

REVISED	BY	CHK'D	APPR.
3			
2			
1	3/31/22	GOBLEY	EAMES
0	3/31/22	GOBLEY	EAMES

CUSTOMER-INSTALLED FLAT PADS
FOR THREE-PHASE PAD-MOUNTED TRANSFORMERS
75 - 3000 KVA

DEC	DEM	DEP	DEF
	X		

24.01-116B

General Information	
Des No.	N/A
W MAIN ST IMPROVEMENTS	
1000 W MAIN ST	
CITY OF CARMEL IN	
HAMILTON COUNTY	
CLAY TWP	

Work Order Information		
Distribution		
Emax #	Project Code	OU / Center
53685557	MX3685557	V567/S431
Transmission		
Emax #	Project Code	OU / Center

Circuit Information
Distribution
CARMEL SPRINGMILL (547) 1284
CARMEL 1ST AVE (794) 1263
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLINOIS ZERO INJURY

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

DUKE ENERGY.	INDEX	12KV DISTRIBUTION LINES	SCALE ####
	DETAIL	W MAIN ST ROAD RECONSTRUCTION	
DATE MAY 22ND, 2025	LOCATION	+39.978195N, -086.143899W	
DRAWN Manuel Salazar		PHONE 248-926-3500	
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE		DWG NO SHEET 7

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

Estimate Request:	14424992	1		**Request Type:**	JOB
Work Site:	TD-IN				
Master WO:	53685557	WP City of Carmel @ W. Main St. (From Old Meridian St. to Guilford Rd.) Roadway Reconstruction			
Estimate Version:	8	1		**Estimate Type:**	DESIGN
Estimated On:	08/07/2025	**At:**	01:46:44 PM	**By:** MAXADMIN	

		Internal	External	Total
Labor Hours				
	Labor Hours - On Site:	504.54		504.54
	Labor Hours - Off Site:	0	0	0
	Total Labor Hours:	**504.54**	**0**	**504.54**
Costs	Labor Cost:	62297.27	0	62297.27
	Services Cost:		34000	34000
	Tools Cost:	0	0	0
	Total Labor, Services, & Tools Cost:	**62297.27**	**34000**	**96297.27**
	New Material Cost:	71617.41	0	71617.41
	Less Salvage:	0		0
	Total Material Cost:	**71617.41**	**0**	**71617.41**
	Total Overheads:			70284.33
	Total Gross Cost:			238199.01
	Less Applied Contributions:			0
	Total Net Cost:			238199.01
	Plus Total Deferred Cost:			0
	Total Estimated Cost:			**238199.01**

Duke cost: 114940.75
City's responsibility: 123258.26

Show Report Criteria

CARMEL INDIANA

CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119497

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/20/2026			**254004**	**22-ENG-09 - 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
109148				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **2200** *Fund:* **0** **2022 Bond**				
Account: **44-628.71**				
1	**Each**	**22-ENG-09 West Main Street - Reimbursement Agreement**	**$123,258.26**	**$123,258.26**
			Sub Total	**$123,258.26**

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 **$123,258.26**

* 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
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY — Bradley Pease

TITLE — Director

Ann Bingman
Deputy CFO/Controller

CONTROL NO. 119497

JQOL, Inc.
Engineering Department - 2026
Appropriation #2200 0 44-628.71 2022 Bond Fund; P.O.#119487
Contract Not To Exceed $169,045.00

AGREEMENT FOR PROFESSIONAL SERVICES

APPROVED
By Sergey Grechukhin at 12:11 pm, Mar 24, 2026

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

RECITALS

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

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

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

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

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

SECTION 1 INCORPORATION OF RECITALS

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

SECTION 2 SCOPE OF SERVICES

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

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

2.3 Time is of the essence of this Agreement.

SECTION 3 CITY'S RESPONSIBILITIES

3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.

3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.

3.3. City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.

3.4 City shall designate payment of the Services from City budget appropriation number 2200 0 44-628.71 2022 Bond fund.

3.5 City shall designate the Mayor or their duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.

4.2 Professional shall coordinate with City its performance of the Services.

4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than One Hundred Sixty Nine Thousand Forty Five Dollars ($169,045.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.

5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services as described in this Agreement.

SECTION 7 MISCELLANEOUS

7.1 Termination

7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City or Professional, without cause, upon thirty (30) days' notice.

7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City, for cause, immediately upon Professional's receipt of City's "Notice to Cease Services."

7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

7.5 Insurance

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

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

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

A. Commercial General Liability (Occurrence Basis)
Bodily Injury, personal injury, property damage,
Contractual liability, product/completed operations

Each Occurrence Limit	$1,000,000.00
Damage to Rented Premises	$100,000.00 (each occurrence)
Medical Expense Limit	$5,000.00
Personal and Advertising Injury Limit	$500,000.00
General Aggregate Limit	$2,000,000.00 (Other than Products Completed Operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	$1,000,000.00

B. Auto Liability $1,000,000.00
(combined single limit) (owned, hired & non-owned)

Bodily injury & property damage	$1,000,000.00 each accident

C. Excess/Umbrella Liability $2,000,000 (each occurrence and aggregate)

D. Worker's Compensation & Disability Statutory

E. Employer's Liability:

Bodily Injury by Accident/Disease: $100,000 each employee

Bodily Injury by Accident/Disease: $250,000 each accident

Bodily Injury by Accident/Disease: $500,000 policy limit

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

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

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

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

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein

referred to as Exhibit C, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-Verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit C. In support of the Affidavit, Professional shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the City's authorized representative.

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

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

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

7.12 Severability

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

7.13 Notice

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

CITY:

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

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

PROFESSIONAL:

JQOL, Inc.
8440 Allison Pointe Blvd, Suite 425
Indianapolis, Indiana 46250

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

7.14 Effective Date

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

7.15 Governing Law; Lawsuits

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

7.16 Waiver

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

7.17 Non-Assignment

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

7.18 Entire Agreement

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

7.19 Representation and Warranties

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

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

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

7.23 Personnel

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

7.24 Records and Inspections

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

7.25 Accomplishment of Project

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

7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor

any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

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

7.27 Access to Public Records Act

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

7.28 Iran Certification

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

7.29 Suspension of Services

A. Suspension due to security or integrity threats. Professional 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, Professional shall not suspend the services under the Agreements between the Parties until such disputes is resolved or Agreements between the Parties are terminated.

7.30 Data Transfer Upon Termination

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

7.31 Limitation on Use of Customer Data and Content

Professional 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 the Agreements between the Parties. All use of Customer Data and Content by

Professional must comply with all applicable federal, state, and local laws, rules, and regulations.

7.32 Marketing

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

7.33 Data and Information Protection

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

"Authorized Persons" means (i) the Professional's employees; and (ii) the Professional's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Professional 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.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Professional by or at the direction of the City, information which is created or obtained by the Professional on behalf of the City, or information to which access was provided to the Professional by or at the direction of the City, in the course of the Professional's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Professional or any Authorized Persons, or by the City should the Professional have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Professional or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

i. Professional acknowledges and agrees that, during the term of the Agreement, Professional may create, receive, or have access to Personal Information. For any Personal Information, Professional 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. Professional 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 Professional.

iii. Professional 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 Professional'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. Professional shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.

v. At a minimum, Professional'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. Strictly segregating Personal Information from information of Professional or its other customers so that Personal Information is not commingled with any other types of information;

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

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

j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Professional's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Professional shall:

i. Notify the City of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after the Professional 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. Professional 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. Professional 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, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Company Name
Department - 2026
Appropriation # Fund; P.O.#
Contract Not To Exceed $

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

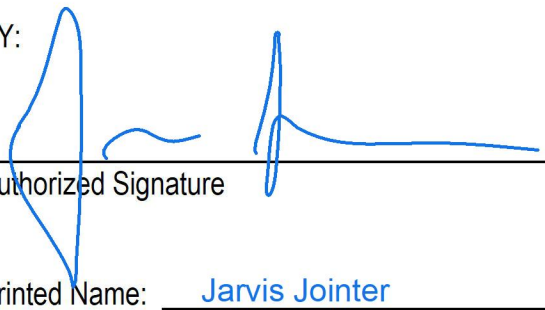
Date: _____

ATTEST:

_____
Jacob Quinn, Clerk

Date: _____

JQOL, Inc.

BY: 

_____
Authorized Signature

Printed Name: Jarvis Jointer

Title: President

FID/TIN: 84-3655205

Date: 3/23/2026

8440 Allison Pointe Boulevard, Suite 425
Indianapolis, IN 46250
317-661-1964
www.jqolusa.com

February 25, 2026

Roundabout at 116th St. and Hoover Rd.

Project Proposal Letter

Neil VanTrees, PE
Staff Engineer
One Civic Square
Carmel, IN 46032

Re: Roundabout at 116th St. and Hoover Rd.
Carmel, IN

Dear Neil,

We propose to render professional services in connection with the Roundabout at 116th St. and Hoover Rd. in Carmel, IN (hereinafter called "the project"). This proposal represents a legal agreement between JQOL INC, the Civil Engineer of record, and The City of Carmel (Client). We will provide the Services as described in the Project Description below. Terms and Conditions shall be as provided in this proposal.

Project Description (Inspection)

1. The primary task will be to Provide Supervision and Inspection Services for the duration of the project construction. The project has a 75-day full closure of the roundabout intersection that must be completed between March 1, 2026 and May 1, 2027, and a substantial completion date of November 16, 2026.
2. JQOL employee will perform daily inspection duties to ensure a quality final product.
3. JQOL employee will prepare daily reports accounting for weather, personnel, activities, pay items, and progress, while noting issues and corrective action.
4. JQOL employee will complete weekly reports to keep stakeholders up to date with progress.
5. JQOL employee will support and / or facilitate the preconstruction and progress meetings through the life of the project.
6. JQOL employees are expected to be available on or after March 1, 2026.

Fee for Basic Services

1. Based on the stipulations in this letter, hourly rates for Basic Services will be:
   a. Engineering Director — $220.00 / hour
   b. Resident Project Representative (RPR) — $125.00 / hour ($145 / hour OT)

1. Projected project hours:
   a. Engineering Director - 4 hrs./wk. x 19 weeks (Aug 1 – May 1) — $16,720
   b. RPR – 10 hrs. x 20wk (NTP – Con Start) — $25,000
   c. RPR – 40 hrs. x 17wk (Con Start – Sub) — $85,000
   d. RPR – 10 hrs. x 24wk (Sub – Final) — $30,000
   e. RPR (OT) – 5 hrs. x 17wk (Con Start – Sub) — $12,325

Total Fee Will Be A Not to Exceed of $169,045.00 (One Hundred Sixty Nine Thousand and Forty Five Dollars

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317-661-1964
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Fee for Additional Services

1. Fees for additional services will be billed to the client at an agreed upon price, or at the stated hourly rates. A letter authorizing JQOL INC to proceed with additional services must be received before any work will be done. Hourly rates are as follows:

Principal	$250.00	Licensed Engineer / Supervisor	$200.00
Civil Design Engineer	$135.00	Administration	$ 70.00

Billing

1. The cost of inspection services will be billed to the Client monthly, based on actual hours worked, as outlined in Fee for Basic Services.

This proposal, consisting of **six** pages, represents the entire understanding between the Client and JQOL INC with respect to the project and can only be modified in writing signed by both firms. If it satisfactorily sets forth your understanding of our agreement, please sign this proposal and return it to JQOL INC.

Thank you very much for considering JQOL INC for this project.

Sincerely,

JQOL INC

Taylor Kennedy

Taylor Kennedy
Technical Director

Accepted:

By:_____

Title:_____

Date:_____

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Indianapolis, IN 46250
317-661-1964
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REIMBURSABLE EXPENSES

Description	Rate
Courier	Cost x 1.10
UPS	Cost x 1.10
Copying	Cost x 1.10
Mileage	Current Federal Rate

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317-661-1964
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Terms and Conditions

This is an agreement effective as of the date signed by Client ("Effective Date").

Termination – The obligation to continue performance under this Agreement may be terminated:

1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform anda basis for termination.
2. For cause by Consultant – Upon seven days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; orupon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control.
3. Consultant shall have no liability to Client on account of a termination for cause by Consultant.
4. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure in item 1 above if the party receiving such notice brings, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent suchsubstantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
5. Client may terminate for convenience effective upon Consultant's receipt of written notice from Client.
6. In the event of any termination under this section, Consultant will be entitled to invoice Client andto receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effectivedate of termination in connection with providing the Services and Additional Services, and subconsultants' charges, if any.

General Considerations

1. The standard of care for all professional engineering and/or surveying services and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied,under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and it's subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to specialty contractor, manufacturers, suppliers, and the publishers oftechnical standards.
2. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor'swork, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or thesafety precautions and programs incident thereto, for security or safety at the Project site, nor forany failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.

3. Consultant neither guarantees the performance of any Contractor nor assumes responsibility forany Contractor's failure to furnish and perform its work.
4. Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry.

   However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Consultant requires greater assurance as to probable construction cost, then Consultant agrees to obtain an independent cost estimate.
5. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its subconsultants.
6. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in suchdocuments, whether or not the Project is completed. Client shall have a limited license to use thedocuments on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
   a. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuseby Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
   b. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specificpurpose intended, will be at Client's sole risk and without liability or legal exposureto Consultant or to its officers, directors, members, partners, agents, employees, and consultants;
   c. Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from anyuse, reuse, or modification of the documents without written verification, completion,or adaptation by Consultant; and
   d. such limited license to Client shall not create any rights in third parties.
7. Client and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format,either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
8. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agreethat Consultant's total liability to Client under this Agreement shall be limited to $100,000 or the total amount of compensation received by Consultant, whichever is greater.
9. The parties acknowledge that Consultant's Services do not include any services related to

unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

10. Client and Consultant agree to negotiate each dispute between them in good faith during the 30days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rightsat law.
11. This Agreement is to be governed by the law of the state in which the Project is located.

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

AFFIDAVIT

Jarvis Jointer, 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 JQOL (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 24 day of March, 20 26.

Jarvis Jointer

Printed: Jarvis Jointer

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.

Jarvis Jointer

Printed: Jarvis Jointer

CARMEL INDIANA

CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PURCHASE ORDER NUMBER

119487

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/13/2026			**378986**	**Professional Services Agreement - 04/01/26 - 22-ENG-03**

VENDOR
JQOL, INC
8440 ALLISON POINTE BLVD
SUITE 425
INDIANAPOLIS, IN 46250 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108993				

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. & Hoover Rd. RAB - Inspection**	**$169,045.00**	**$169,045.00**
			Sub Total	**$169,045.00**

Send Invoice To:
Crossroad Engineers, PC
Jill Newport
jnewport@crossroadengineers.com

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

SHIPPING INSTRUCTIONS

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

PAYMENT **$169,045.00**

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

ORDERED BY

TITLE

Bradley Pease
Director

Ann Bingman
Deputy CFO/Controller

CONTROL NO. 119487

Howard Asphalt, LLC d/b/a Howard Companies
Street Department - 2026
Appropriation #2201 43-502.00 2201 Motor Vehicle Highway Fund, 2200 43-502.00 202 Local Road & Street Fund, 258 43-502.00 258 Municipal Surtax Fund, 259 43-502.00 259 Municipal Wheel Tax Fund
P.O. #s 119443, 119446, 119449, 119451
Contract Not To Exceed $6,341,446.73

APPROVED
By Sergey Grechukhin at 11:22 am, Mar 23, 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 Howard Asphalt, LLC d/b/a Howard Companies 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 2201 43-502.00 2201 Motor Vehicle Highway, 2200 43-502.00 202 Local Road & Street, 258 43-502.00 258 Municipal Surtax and 259 43-502.00 259 Municipal Wheel Tax 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 Six Million Three Hundred Forty One Thousand Four Hundred Forty Six Dollars and Seventy Three Cents ($6,341,446.73) (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 Street Department One Civic Square Carmel, Indiana 46032	**AND**	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Contractor:	Howard Asphalt, LLC d/b/a Howard Companies 2916 Kentucky Avenue Indianapolis, Indiana 46221		

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.

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: _____

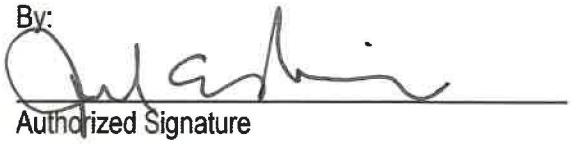
_____
James Barlow, Member
Date: _____

_____
Alan Potasnik, Member
Date: _____

ATTEST:

_____
Jacob Quinn, Clerk
Date: _____

Howard Asphalt, LLC d/b/a Howard Companies

By: 
Authorized Signature

JOSH DILLON
Printed Name

DIRECTOR OF PRECONSTRUCTION
Title

FID/TIN: 61-1895705

Date: 03.17.26

Exhibit A

City of Carmel
Streets
Matt Higginbotham, Commissioner
One Civic Square, Carmel, IN 46032

[HOWARD ASPHALT LLC] RESPONSE DOCUMENT REPORT

IFB No. TBD

26-STR-02 Paving

RESPONSE DEADLINE: March 4, 2026 at 9:00 am

Report Generated: Friday, March 6, 2026

Howard Asphalt LLC Response

CONTACT INFORMATION

Company:
Howard Asphalt LLC

Email:
cbowles@howardcompanies.com

Contact:
Chris Bowles

Address:
2916 Kentucky Ave.
Indianapolis, IN 46221

Phone:
N/A

Website:
www.howardcompanies.com

Submission Date:
Mar 3, 2026 5:42 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

Josh Dillon
Director of Pre-Construction
317-849-9666
jdillon@howardcompanies.com

BIDDER IS A/AN:*
Other

IF YOU SELECTED OTHER, PLEASE EXPLAIN BELOW:
Limited Liability Company

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_-_Executed.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_Form_-_Executed.pdf

4. BID BOND

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

- BID_BOND.pdf

Bid_Bond_-_Executed.pdf

5. SUBCONTRACTOR LIST

SUBCONTRACTOR LIST*
Please download the below documents, complete, and upload.

- SUBCONTRACTORS_LIST.pdf

Sub_Form_-_Executed.pdf

PRICE TABLES

BID TAB FOR PAVING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	AET or AE 150 TAC	19,093	GAL	$0.01	$190.93

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	9.5mm Type B Surface	16,118	TON	$79.50	$1,281,381.00
3	9.5mm Type C Surface	13,658	TON	$80.50	$1,099,469.00
4	9.5mm Type C Heavy Surface	3,960	TON	$81.00	$320,760.00
5	1.5" Asphalt Mill	361,772	SYS	$1.50	$542,658.00
6	2" Asphalt Mill	36,001	SYS	$1.75	$63,001.75
7	Blue Reflectors	191	EA.	$75.00	$14,325.00
8	4" Solid/Broken Yellow Thermo	69,852	L.F.	$0.70	$48,896.40
9	4" Solid/Broken White Thermo	67,825	L.F.	$0.70	$47,477.50
10	24" Yellow Crosshatch Thermo	1,197	L.F.	$12.00	$14,364.00
11	White 12" Solid Thermo	79	L.F.	$6.00	$474.00
12	White 6" Solid Thermo	3,039	L.F.	$1.05	$3,190.95
13	White 8" Solid Thermo	2,668	L.F.	$1.40	$3,735.20
14	Lane indicator Thermo	77	EA.	$125.00	$9,625.00
15	Fishhook Arrows Thermo	20	EA.	$225.00	$4,500.00
16	Piano Keys Thermo	3,947	L.F.	$12.00	$47,364.00
17	Shark Teeth Thermo	661	L.F.	$20.00	$13,220.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Stop Bar Thermo	1,191	L.F.	$12.00	$14,292.00
19	Word "ONLY" Thermo	32	EA.	$150.00	$4,800.00
20	Bike Path Symbol Thermo	8	EA.	$500.00	$4,000.00
21	6' X 2' Bike Lane Straight Arrow	8	EA.	$100.00	$800.00
22	Temporary Traffic Tape	800	L.F.	$3.00	$2,400.00
23	Temporary Traffic Tape Removal	800	L.F.	$2.00	$1,600.00
24	Roll Curb Partial Replacement	16,150	L.F.	$72.00	$1,162,800.00
25	Chairback Curb Partial Replacement	12,111	L.F.	$78.00	$944,658.00
26	4' Wide Sidewalk 4" Depth	3,384	L.F.	$46.00	$155,664.00
27	4' ADA Ramp	153	EA.	$2,300.00	$351,900.00
28	Greater than 4' ADA Ramps	59	EA.	$3,000.00	$177,000.00
29	Concrete Replacement 6"	30	SYS	$150.00	$4,500.00
30	Greenspace	40	SYS	$60.00	$2,400.00
TOTAL					$6,341,446.73

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

BID OF

Howard Companies
(Contractor)

2916 S Kentucky Ave
(Address)

Indianpolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

26-STR-02 Paving

Filed March, 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)*: March 4, 2026

1. Governmental Unit (Owner): City of Carmel
2. County : Hamilton
3. Bidder (Firm): Howard Asphalt LLC dba Howard Companies

   Address: 2916 S. Kentucky Ave

   City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-849-9666
5. Agent of Bidder *(if applicable)*: Josh Dillon <jdillon@howardcompanies.com>

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 26-STR-02 Paving (Governmental Unit) in accordance with plans and specifications prepared by City of Carmel and dated February 2026 for the sum of Six million three hundred forty-one thousand four hundred forty-six dollars & seventy-three cents $ 6,341,446.73

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 4th day of March, 2026, 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) Howard Asphalt LLC DBA Howard Companies

Date *(month, day, year):* March 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
1,280,791.50	Paving	2025	City of Greenwood
2,747,775.15	Paving	2025	City of Fishers
94,288.76	Paving	2025	City of Carmel
2,858,351.99	Paving	2025	Town of Bargersville

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
846,658.50	Paving	2026	Johnson County
3,200,463.65	Paving	2026	City of Indianapolis
3,258,375.20	Paving	2026	City of Indianapolis
1,539,111.38	Paving	2026	Town of Avon

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.

See Attached Sheet

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.)*

Howard Companies possesses numerous assets allowing us to meet or exceed project schedules including:
(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4'
self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.
Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction
superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

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.

See Attached Sheet

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.

None

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.

See Attached Sheet

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.

Howard Companies will supply all materials for the project.

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 Indianapolis this _____ day of _____, _____

Howard Companies
(Name of Organization)

By _____

Director of Pre-Construction
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Marion)

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

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

_____
Notary Public

CHRIS BOWLES
Marion County
NOTARY PUBLIC
Commission Number
NP0765640
NOTARY SEAL
My Commission Expires
SEPTEMBER 3, 2033
STATE OF INDIANA

My Commission Expires: 09/03/2033

County of Residence: Marion

Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Reference List

- City of Fishers
- City of Carmel
- Johnson County
- CBRE Inc
- CFH Enterprises LLC
- Cohron Manufactured Homes
- Cushman & Wakefield
- Jones Lang Lasalle
- Platinum Properties Management Co. LLC
- Pulte Homes of Indiana
- Shiel Sexton Company
- Turner Construction Company
- D.R. Horton

For Form 96A

HOWARD COMPANIES

Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Subcontractor List

McCrite Milling	810 Industrial Blvd New Albany, IN 47150	Milling
DWD Company LLC	1401 S. Holt Road Indianapolis, IN 46241	Milling
Mamco	6200 E. Highway 62 Jeffersonville, IN 47130	Milling
All Around Concrete	PO Box 166 Monrovia, IN 46157	Concrete
CC&T Construction Co	5051 Prospect Street Indianapolis, IN 46203	Concrete
Sitecrete	404 W. Gimber Street Indianapolis, IN 46225	Concrete
Indiana Sign & Barricade	5240 E. 25th Street Indianapolis, IN 46218	Signs and Barrels
Gridlock Traffic Systems Inc	6400 Massachusetts Ave Indianapolis, IN 46226	Signs and Barrels
Morphey Construction	1499 N. Sherman Drive Indianapolis, IN 46201	Traffic Loops
Poindexter Excavating Inc	10443 E. 56th Street Indianapolis, IN 46235	Dirt Work
ALT & Witzig	4105 W. 99th Street Carmel, IN 46032	Engineering & Testing
Protection Plus Inc	2345 S. Lyndhurst Drive Indianapolis, IN 46241	Traffic Control
Slussers Green Thumb Inc	125 Montgomery Street Logansport, IN 46947	Landscaping

Attachment for Form 96A

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Howard Asphalt LLC

2 Business name/disregarded entity name, if different from above.

dba Howard Companies

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2916 Kentucky Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Indianapolis IN 46221

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	1	–	1	8	9	5	7	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** David Stachurell Controller **Date** 1-19-26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SUBCONTRACTORS LIST

Instructions To Bidders:

The Bidder shall enter the names and the type of work to be done in the Subcontractors List which follows for each Subcontractor that the Bidder proposes to use for the Work who will be providing work for an agreed price of five percent (5%) or greater of the total Bid amount in the Pricing Table.

Only one Subcontractor shall be listed for each work item. Upon award of a contract, the named Subcontractors shall be employed to perform the work, unless changes are specifically authorized by the OWNER. Failure to furnish all information requested may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own work forces for most of the Work such that he will have no Subcontractors providing work in the amount of five percent (5%) or greater of the amount Bid.

Subcontractor Name	Work	Price
CC&T	Concrete	$2,700.00.00

(use additional sheets if necessary)

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

JOSH DILLON, 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 HOWARD COMPANIES (the "Employer")

   in the position of DIRECTOR OF PRECONSTRUCTION

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 5th day of JANUARY, 2026

Printed: JOSH DILLON

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: JOSH DILLON

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
119449

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/9/2026			372681	

VENDOR
HOWARD COMPANIES
2916 KENTUCKY AVE

INDIANAPOLIS, IN 46221 -

SHIP TO
,

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108819				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
		Department: Fund: Account:		
	Each			
			Sub Total	
		Department: 258 Fund: 258 MUNICIPAL SURTAX FUND		
		Account: 43-502.00		
1	Each	4350200 Street Paving	2,883,000.00	$2,883,000.00
			Sub Total	$2,883,000.00

Send Invoice To:

,

CITY OF CARMEL INDIANA

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 $2,883,000.00

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

ORDERED BY — Zac Jackson

TITLE — CFO

Zac Jackson
CFO

CONTROL NO. 119449

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
119451

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/9/2026			372681	

HOWARD COMPANIES
VENDOR **2916 KENTUCKY AVE**
INDIANAPOLIS, IN 46221 -

SHIP TO

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108827				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **259** *Fund:* **259** **MUNICIPAL WHEEL TAX FUND**				
Account: **43-502.00**				
1	**Each**	**Street Repaving**	**$641,000.00**	**$641,000.00**
			Sub Total	**$641,000.00**

Send Invoice To:

CITY OF CARMEL INDIANA

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT

PAYMENT **$641,000.00**

* 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 — Zac Jackson
TITLE — CFO

Zac Jackson
CFO

CONTROL NO. 119451

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
119443

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/6/2026			372681	26-STR-02 Paving

VENDOR
HOWARD COMPANIES
2916 KENTUCKY AVE
INDIANAPOLIS, IN 46221 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108798				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: **2201** *Fund:* **2201 Motor Vehicle Highway FND**				
Account: **43-502.00**				
1	**Each**	**26-STR-02 Paving**	**2,291,648.73**	**$2,291,648.73**
			Sub Total	**$2,291,648.73**

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 **$2,291,648.73**

* 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. 119443

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

119446

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/9/2026			**372681**	**26-STR-02 Paving**

VENDOR
HOWARD COMPANIES
2916 KENTUCKY AVE

INDIANAPOLIS, IN 46221 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108807				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: **2200** *Fund:* **202** **Local Road & Street Fund**

Account: **43-502.00**

1 Each	**26-STR-02 - 2026 Street Paving**	**$525,798.00**	**$525,798.00**
		Sub Total	**$525,798.00**

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

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 **$525,798.00**

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

ORDERED BY

	Bradley Pease	Zac Jackson
TITLE	Director	CFO

CONTROL NO. 119446

Blue Tank & Pump, LLC
Utilities Department - 2026
Appropriation #07-1050-40 Fund; P.O.#S03159
Contract Not To Exceed $72,007.65

APPROVED
By Sergey Grechukhin at 11:29 am, Mar 26, 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 Blue Tank & Pump, LLC an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 07-1050-40 fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:
   3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Seventy Two Thousand Seven Dollars and Sixty Five Cents ($72,007.65) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

   3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. 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. DISCLOSURE AND WARNINGS:
If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

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

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

9. INSURANCE AND INDEMNIFICATION:
Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled

without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement

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

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

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

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

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

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

If to City:	City of Carmel Utilities Department 30 West Main St, Suite 220 Carmel, Indiana 46032	**AND**	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Blue Tank & Pump, LLC 7648 West 300 North Greenfield, Indiana 46140		

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES:

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

22. TERM:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

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 the 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.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Vendor by or at the direction of the City, information which is created or obtained by the Vendor on behalf of the City, or information to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Vendor or any Authorized Persons, or by the City should the Vendor have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Vendor or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

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. Strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;

h. 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;

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

j. 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 forty-eight (48) 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, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious

code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

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 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: _____

Blue Tank & Pump, LLC

By: _____
Authorized Signature

William Snowden
Printed Name

Sales Manager
Title

FID/TIN: 873816930

Date: 3/26/26

Blue Tank & Pump Rental

TANKS • PUMPS • BOXES• POWER
WATER TREATMENT • SHORING

March 23, 2026
Carmel Utilities
Larry Eidson
9609 Hazel Dell Pkwy
Carmel IN
leidson@carmel.in.gov

Carmel IN > 126th St Bypass Proposal

Assumptions:

All Equipment

1. Blue Tank and Pump provides 24/7 emergency service if there are any issues with the equipment.
2. Rental prices are calculated using estimates and are subject to change based upon actual quantity of material used and time actually rented.
3. Diesel driven equipment requires service every 500 hours. BTP includes the scheduled service for free but if the service is performed onsite then drive time from the branch to the site for the mechanic is charged. Customer does have the option of bringing the equipment back to the branch for free service.
4. For all critical applications—including but not limited to pump systems, sewer bypasses, creek bypasses, raw water transfer, dewatering systems, pit/trench dewatering, generator systems, concerts, and similar operations—it is considered best practice to have backup equipment in place. While our fleet is maintained to the highest standards and operates with one of the lowest downtime rates in the industry, all mechanical systems are subject to unexpected interruptions due to environmental conditions, site variables, mechanical failures, human induced failures or unforeseen events. If the customer elects not to include plumbed-in or wired-in redundant systems, the customer assumes full responsibility for any delays, disruptions, or complications that may occur. Our recommendation for redundancy is based on extensive field experience to ensure the highest possible reliability for critical operations.
5. The customer will be billed for any damages that occur to the equipment from misuse.
6. Customer is required to carry Rented/Leased insurance on the rented equipment or 15% damage waiver is required. See additional terms on rental contract.
7. Fuel and DEF are not included for the equipment, unless the optional fueling service has been chosen by the customer. Fuel prices vary with market pricing on fuel and are updated daily.
8. **Equipment must be onsite for placement of equipment, unless otherwise arranged. Equipment is defined as an excavator, telehandler or a loader that can lift the heaviest piece of equipment off the flatbed trailer it is shipped in on.**
9. Clearing and grubbing required to set equipment, pipe or other access required is the responsibility of the customer. Blue Tank can do minor clearing and grubbing at an hourly rate for the setup crew with the skid steer and chainsaw. The price per hour for

Supervisor with Truck, Operator with Truck, Technician and skid steer is $275 per hour and is over and above the setup charge that is bid in this proposal if it is required.

10. Site/Driveway/Road Restoration, regrading, seeding or strawing is not included in this quote. This includes repairing mud or ruts made with trucks, skid steers, telehandlers, or other equipment. BTPR is not an excavating company and does not have the ability to restore the area that may be come disturbed during our onsite work/delivery. If you are worried about the site being muddy or rutted up then you need to wait and schedule work on dry days that are not muddy. If you require us to work in the mud you need to be prepared to restore the site when the project is over.
11. All invoices will include a 1.5% environmental fee.

Pump Specific Assumptions

12. Blue Tank and Pump offers pump watch virtually or in person. **BTPR** strongly recommends that all jobs have a dedicated pump watch—either provided by BTPR in person or virtually or by the customer. If the customer chooses not to perform pump watch, they do so entirely at their own risk. In BTPR's professional opinion, a traditional call box and backup pump alone do not provide adequate risk reduction.
13. Blue Command Operation can be provided as an optional upgrade a pump rental to Blue Tank and Pump operating the pump system and checking the equipment onsite. Blue Tank will perform all necessary onsite operation of a system such as strainer cleaning, system checks and optionally fuel the equipment when Blue Command Operation is chosen.
14. For Blue Command Operate onsite check pricing adder for Major Holidays are day of and entire weekend for the following holidays New Years, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Black Friday, Christmas Eve and Christmas.
15. For the purposes of this proposal, *pump watch* is defined as a competent, trained individual who is physically present or monitoring from our command center, capable of operating the system.
16. If we are not providing Blue Command Operation to check oniste, then that means we are not physically checking on or maintaining the bypass except for scheduled services every 500 hours on the engine or when the repairs are needed. Pumping Operations would be the responsibility of the customer. Pumping Operations include and are not limited to strainer cleaning, fueling, checking floats/transducers, daily checks and operation of backup pumps, checking the oil, checking coolant, inspection of any maintenance/repairs needed on equipment, and anything else needed to make sure the job runs smoothly.
17. Pump Estimated Flow rates are based on clean clear water of normal consistency with a specific gravity of 1. Water with sludge, trash, mud, ragging and anything that can clog pump or strainer will potentially reduce flow of the system.
18. Blue Tank and Pump can only assist in helping the customer with any flow rates, the final bid and setup flow rates must be the customers' decision not BTP. Pipe slopes must be provided with pipe size if a customer wants BTP to assist in determining project flow rate. BTP recommends all setups are capable of pumping full pipe at the

actual slope without needing the backup pump to assist, customers can choose a smaller setup at their own risk.

19. Blue Tank and Pump must always have access to suction, pipe run and discharge points. Site access, tree clearing, or more are the responsibility of the customer.
20. Water must be provided by the customer onsite for flushing of bypass systems before teardown to ensure there is no environmental impact.
21. For Larger Pump Setups with 8", 10", 12" or 18" suction tubes the cones on the manholes will likely need pulled if pumping from a manhole.
22. Pipe Plug Installation, Bracing, and Inflation are the sole responsibility of the customer. Blue Tank WILL NOT install and inflate or deflate pipe plugs. Customers cannot brace plugs using straps or ropes which stretch and allow plug slippage, it will tear up the plug every time.

Pump & Pipe Setup/ Teardown Assumptions

23. BTP bids onsite labor based on a 10-hour onsite workday, if the workdays are shorter due to union requirement or site-specific restrictions the production schedule will be off and will not lead to full workdays. Working less than 10 hours per day means it will take BTP more days of drive time too and from the site resulting in increased setup cost.
24. **When the customer is choosing to provide equipment for the setup/ teardown process the reasonable expectation from BT&P is that a dedicated operator and piece of equipment will be working with the blue tank setup crew and reasonably work a 10-hour day. Any time our crews are waiting on lifting equipment in excess of 1 hour the customer will be charged a T&M rate for loss of production and the per hour cost will be determined based upon the setup crew onsite.**
25. Although prevailing wage rates or union wages rates are not included in this quote, they can be added if necessary for an additional cost. BTPR is not a union contractor.

Definition of terms and expectations

26. **Turnkey**- BT&P is acting as a subcontractor to the prime GC and will install, operate and tear down the bypass system with our own equipment. In addition, we will provide a pump watch, operation, all equipment needed, clean strainers and perform any other onsite task needed to keep the bypass running smoothly.
27. When turnkey does **not apply-** Blue Tank is not the subcontractor when the customer is supplying lift power needed to place pumps, pull pipe and unload trailers, the customer is supplying pump watch, Operation or equipment is just requested with no real engineered solution being provided.
28. **Engineered solution-** BTP has gone through the plans with the contractor, made a site visit and designed a bypass system specifically around the contractor/owner provided plan set or request.
29. What is **not an engineered solution**- When the customer calls and requests specific size pumps hoses and fittings with no specific target or design. This is customer

requested equipment, and the customer has taken the responsibility to ensure it is sized correctly based on their knowledge/ needs at their jobsite.

Scope of Work:

To Provide a Pumping solution for the listed parameters: Bypassing of SMH 52-32

- Provide (1) 8" pump for avg daily flow
- Provide (1) 8" pump for Hi flow
- Provide (1) 8" Back up Pump
- Tie all 8" pumps together through a manifold and discharge through 18" pipe 2900' to the downstream manhole

System Parameters:

System 1: 36" Line bypass (SMH 52-32)
Customer Requested Flow Rate:**4,195 GPM**
Flow Rate was determined by:Customer Given
Minimum Required Suction Lift: 14' to centerline of Impeller

System Pricing:

Rental Pricing			
	Day	Week	4 Week
Subtotal	$ 4,319.31	$ 12,957.93	$ 38,873.79
Env Fee	1.50%	1.50%	1.50%
Tax	9.25%	9.25%	9.25%
Total	**$ 4,789.63**	**$ 14,368.89**	**$ 43,106.66**

Sales Items

Item	Description	Unit Rate	UOM	Estimated	Extended
1	Mobilization	$ 2,431.92	LS	1	$ 2,431.92
2	Setup	$ 25,970.00	LS	1	$ 25,970.00
3	Teardown	$ 12,995.00	LS	1	$ 12,995.00
4	Demobilization	$ 2,431.92	LS	1	$ 2,431.92
5	Pump Watch	$ 110.00	Per Hour	0	$ -

Scope of Work:

To Provide a Pumping solution for the listed parameters: Bypassing of SMH 29-36

- Provide (1) 6” pump for daily flow
- Provide (1) 6” pump for back up
- Tie both 6” pumps together through a wye and discharge through 6” pipe 1900’ to the downstream manhole

System Parameters:

System 1: 27” Line bypass (SMH 29-36)
Customer Requested Flow Rate:**745 GPM**
Flow Rate was determined by:Customer Given
Minimum Required Suction Lift: 12’ to centerline of Impeller

: **System Pricing:**

Rental Pricing

	Day	Week	4 Week
Subtotal	$ 2,006.42	$ 6,019.26	$ 18,057.78
Env Fee	1.50%	1.50%	1.50%
Tax	9.25%	9.25%	9.25%
Total	**$ 2,224.89**	**$ 6,674.68**	**$ 20,024.05**

Sales Items

Item	Description	Unit Rate	UOM	Estimated	Extended
1	Mobilization	$1,017.62	LS	1	$ 1,017.62
2	Setup	$2,720.00	LS	1	$ 2,720.00
3	Teardown	$2,380.00	LS	1	$ 2,380.00
4	Demobilization	$1,017.62	LS	1	$ 1,017.62
5	Pump Watch	$ 110.00	Per Hour	0	$ -

Optional Upgrade to Blue Command Operation Pricing:

Blue Command

Take your equipment from a customer rental to BTP operating your equipment for you including onsite checks, strainer cleaning, and anything else required to keep your pump system going. This makes the operation of the pump system worry free and hands off.

Optional Fueling Service Pricing (Market Rate Changes Daily)
Today's Off Road Diesel Price $5.00 Per Gallon
Today's DEF Pricing $3.50 Per Gallon

Blue Command Optional Services	Accept Initials	Decline Initials
Blue Command Operate Onsite Checks		
Fuel+DEF Service Adder if doing Onsite Checks		

TERMS AND CONDITIONS:

Where changes to the original scope become necessary, Blue Tank and Pump will promptly notify the customer. In doing so, a revised price will be established in order to complete the project as scoped. Standard usage for diesel driven equipment is 10 hrs per day, 50 hrs per week and 200 hrs per month, which is above Industry Standard of 8 hrs per day, 40 hours per week and 160 hours per month. For all diesel driven equipment, the rates are based on a 10 hr per day shift. If equipment is used for a double shift, then it is charged at 1.5 times the 10 hr rate. If the equipment is used for a triple shift it is charged at 2 times the 10 hr rate. Overages are balanced over the rental period and only charged on the diesel equipment, not all other rental items on the job or electric driven units. Diesel driven equipment must typically be serviced every 500 hrs depending on equipment type either by BTP for an additional cost. This quote is contingent on the customer providing reasonable access to the site and that the Customer represents and warrants to Blue Tank and Pump that they will have the legal right, title and interest necessary to provide access to the site. In addition, the Customer warrants that it has supplied Blue Tank and Pump with complete and accurate information regarding documentation and/or information concerning the scope of work. Blue Tank and Pump guarantees to hold these prices for ninety (90) days from the date of the quotation and payment terms of net thirty (30) days.
Blue Tank and Pump will initiate this project upon receipt of a signed Rental Agreement or a Purchase Order. Work interruptions or delays caused by acts or omissions out of the control of Blue Tank and Pump will be charged to the customer on an hourly basis. If you accept this quote, please sign and return to Blue Tank and Pump.
Thank you for your consideration of Blue Tank and Pump for this project.
Thanks,

Cory McNutt

Indianapolis Project Manager
Blue Tank and Pump
Cmcnutt@bluetankandpump.com
Cell: 317.533.1222
Office: 1.888.258.8265

AGREED: Carmel Utilities

Printed:_____Signed:

_____

Title:_____PO#: _____

BLUE TANK AND PUMP, LLC STANDARD RENTAL TERMS

Blue Tank and Pump, LLC will hereinafter be referred as: Blue Tank. Customer understands and agrees to the following terms:

1. ACCEPTANCE of EQUIPMENT: Customer acknowledges it and has inspected or has been given the opportunity to inspect the equipment and accepts the equipment 'AS is' and finds it in good working order.

Customer agrees that all liability and risk of loss for said equipment passes to Customer at the time the equipment is loaded onto Customers truck, or if a common carrier is utilized, at time the equipment is loaded onto the common carrier from Blue Tank's facility. If Blue Tank delivers said equipment to the Customer, liability and risk of loss passes to Customer at the time Blue Tank tenders the equipment to Customer for unloading by Customer and/or agent. Customer is responsible for providing the means (equipment manpower, etc.) to load and unload the equipment from (and to) the delivery truck upon delivery and/or pickup and it expressly assumes all liability for losses and/or damages sustained during the process of loading or unloading said equipment.

2. RENTAL RATES: Rental charges begin the day the equipment leaves the Blue Tank facility and stops the day it is returned to us via your truck or on the day Customer obtains a Rental Termination and arranges for Blue Tank to pick up the equipment. Customer remains responsible for the equipment until its return or pick up by Blue Tank -even if a Rental Termination has been obtained. Credit is not given for periods when the equipment is not used **WE RENT TIME, NOT USAGE OF EQUIPMENT**. Rental of additional items will be provided at current rental rates. Should additional items be requested by the Customer or if items are exchanged or moved to another project, all of the terms of this agreement still apply. Meter overages will apply if the Hour Meter on the item is incurs more than 10 hours per day, 50 hours per week, or 200 hours per month. The total usage hours will be balanced out over the entire rental period. Amount for overage charges are specific to the rented item.

3. EQUIPMENT OPERATION: The Customer agrees to provide competent operators for all operations or use and is responsible for ensuring each operator of the equipment is properly trained and qualified and ensuring that all operators are of legal age, are not under the influence of alcohol or drugs and are in compliance with all applicable laws, rules and regulations. Only Customer, its employees or representatives acting in the course of their employment may use or operate equipment. Customers agrees to obtain any permits that may be necessary to operate the equipment.

4. MAINTENANCE/ SERVICE: Customer agrees to maintain and care for the equipment rented on a daily basis**. Should the equipment require maintenance call the location where you rented the equipment and report the problem to arrange for service. If it is after normal business hours, call 1-888-258-8265, and use the emergency extension**. You will need the unit number and meter hours when calling. If damage of any kind is caused by Customer from improper use, application or lack of maintenance, the Customer agrees to pay for the repairs and/or replacement as needed. Customer agrees to continue to pay normal rental charges on items damaged due to improper use or application or lack of maintenance, until the damaged equipment is repaired and/or replaced and returned to Blue Tank rental fleet. Damage caused by normal wear and tear, as determined by Blue Tank, will be covered by Blue Tank. If the customer is given advance written authorization by Blue Tank to perform repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, we will issue you a credit memo to your billing account. Customer agrees that the repair or replacement of the equipment is the Customer's sole and exclusive remedy for Blue Tank's breach of this contract; no back charges for liquidated damages, lost work, loss of time or use will be accepted by Blue Tank.

5. ACCESS TO EQUIPMENT: Whenever a Blue Tank representative needs to have access to the equipment, at its sole discretion, the Customer will provide at all times free and clear access, hoisting/lifting capabilities, safety related items and passes/access to restricted areas if required.

6. RETURN OF EQUIPMENT: If the equipment is exposed to hazardous materials or is used in a hazardous material or sewer type application, Customer agrees to decontaminate the equipment before returning it to Blue Tank. If the equipment is not decontaminated and Blue Tank has to perform this task the Customer will be charged a decontamination fee based on the Published Cleaning Price Sheet, or time and material basis if required. If all of the items listed on the shipping documents are not returned, or are returned damaged, the Customer agrees to pay the current sale price for these items OR, if the Damage Waiver has been included and the loss or damage is covered by the Damage Waiver, a deductible equal to two times the monthly rental rate of the missing or damaged item(s).

7. WARRANTY: This is an equipment rental contract for the "Bare Rental" of pumping or related equipment and not a performance contract. Due to the uncertainty and changing nature of job site conditions. Blue Tank and Pump does not warrant, beyond the performance specifications of the equipment rented, that the equipment will complete the task at hand**. There are no warranties, express or implied, or merchantability or fitness for a particular purpose which extend beyond the description on the face hereon**.

8. INSURANCE: Customer agrees to provide and maintain insurance coverage protecting Blue Tank and Pump from all loss, theft, damage, expense or penalty arising from or related to the use of the equipment. This insurance must include bodily injury, property damage, general liability and automobile liability coverage with limits of at least $1,000,000 for each person or occurrence. Customer agrees to name Blue Tank and Pump Rental, LLC as an ADDITIONAL INSURED PARTY. A copy of the insurance certificate showing this coverage must be provided to Blue Tank and Pump Rental, LLC. In those instances when satisfactory coverage is not provided Customer understands that the Damage Waiver will be charged and agrees to payment of these charges.

9. DAMAGE WAIVER: If Customer chooses to participate in the Damage Wavier program or in instances when Blue Tank does not have a valid and accepted certificate of insurance coverage from the Customer on file, Customer will be charged the Damage Waiver fee equal to twelve percent (12%) of the rental rate charged on each invoice. Customer is responsible for loss or damage to the equipment subject to the provisions of the Damage Waiver plan**. CUSTOMER UNDERSTANDS AND AGREES THAT THE DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO BLUE TANK AND PUMP RENTAL, LLC OR OTHERS ARISING OUT OF THE POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.**

10. JOB INFORMATION NOTICES: Customer agrees to provide complete job related information for the purpose of filing required lien/ bond notices. Before the equipment is moved to another job site Customer agrees to notify Blue Tank in writing of the date the equipment will be moved and the new job related information.

11. PAYMENT: Unless otherwise noted on this Agreement, payments are due within (30) calendar days of the invoice date. Customer agrees after 90 days after invoice date to pay a finance charge at the rate of 1.5% monthly until the invoice is paid.

12. ASSIGNMENT: Blue Tank had the right to assign and/or grant a security interest in this Agreement. If the assignee or secured party succeeds to Blue Tank interest hereunder, Customer will (a) pay to it all rents subsequently payable hereunder, and (b) upon the request of any such assignee or secured party, automatically become the lessee of such successor in interest without change in this Agreement, except that such assignee or successor in interest will not be bound (i) any payment of rent for more than month in advance, (ii) any amendment or modification of the Agreement made without its

consent, (iii) any claim against Blue Tank and Pump Rental LLC arising prior to the date on which it succeeds to Blue Tank interest, or (iv) any claim or offset against Blue Tank and Pump Rental, LLC.

13. DEFAULT/ REMEDIES OF BLUE TANK: If any of the terms of this agreement are breached by Customer, or if the Customer becomes insolvent, ceases to business, files a petition for bankruptcy protection or if Customer is in default or other agreements with Blue Tank and if Blue Tank provides three day written notice (by fax, mail, email, overnight service or hand delivery) then Blue Tank has the right to enter the job site and, upon presentation of this contract, take possession of owned equipment. Customer agrees to arrange and provide for the removal and loading of the equipment or any expense Blue Tank may incur in hiring outside services to do so. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLUE TANK AND PUMP RENTAL, LLC FOR SUCH REPOSSESSION**. Customer authorizes Blue Tank to contact the general contractor and/or owner or any party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related invoices.

14. INDEMNIFICATION: Customer agrees to defend, indemnify and hold harmless Blue Tank and Pump Rental, LLC from any and all claims for injury or damage to any persons or any property claimed to have been caused in any way by or from the possession or use of the equipment. No claims for consequential or incidental damages, liquidated or any other charges or claims may be made by Customer nor will they be accepted by Blue Tank and Pump Rental, LLC.

15. LIMITATION OF BLUE TANK AND PUMP RENTAL, LLC LIABILTIY: CUSTOMER AGREES THAT BLUE TANK'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM BLUE TANK OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIROMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF BLUE TANK EQUIPMENT, INCLUDING BUT NOT LIMITIED TO THE COST OF CONTAINING AND/ OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO, CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD BLUE TANK AND PUMP HARMLESS IN THE EVENT OF SUCH AND OCCURANCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.

16. LEGAL FEES/ VENUE: In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, electronic discovery costs, telephone charges, information technology support charges, consultant and expert witness fees, travel, expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal actions shall be in the county of Jessamine, Kentucky and that Kentucky law shall govern any legal action taken hereunder.

17. JURY TRIAL WAVER: TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWLING, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRAIL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

18. SALE OF EQUIPMENT: Unless specifically identified that equipment is to be purchased by Customer, this is not a sale agreement but a Bare Rental Contract. No ownership in the equipment provided on a bare rental basis is earned during the course of rental. If this contract identifies any equipment that is to be purchased by Customer, Blue Tank sells and delivers such equipment to Customer on an AS IS WHERE IS basis. If a separate written offer is to be extended to allow the purchase of the rental equipment, rental invoices must be paid promptly to retain the purchase option, title will transfer only when the full purchase price has been paid and all the terms of this contract remain in effect.

19. COMPLETE AGREEMENT: All of the terms of Blue Tank and Pump's credit application are made a part of this contract agreement. This contract agreement is the full and complete agreement between the Customer and Blue Tank and Pump Rental, LLC and takes priority over any other verbal or written agreements made or claimed to have been made. Both parties agree that facsimile, electronic signature, or digital scan of the Agreement is an authorized and legal agent of the Customer and has full authority to make and enter into this agreement.

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

EXHIBIT D

AFFIDAVIT

James Boutcher, 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 Blue Tank and Pump LLC (the "Employer") in the position of Chief Financial Officer.

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 26th day of March, 2026.

J Btch

Printed: James Boutcher

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.

J Btch

Printed: James Boutcher

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

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

PAGE 1

PURCHASE ORDER NUMBER
S03159

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/26/2026			378992	

VENDOR
BLUE TANK AND PUMP LLC
220 STEPHENS DR
NICHOLASVILLE KUY 40356

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

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	QUOTED DATED 3/23/26	72,007.65	72,007.65
		CONN	07-1050-40	

PLEASE INVOICE IN DUPLICATE

Credit 0.00

Department	Account	Project	Project Account	AMOUNT
			PAYMENT	72,007.65

SHIPPING INSTRUCTIONS

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

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

ORDERED BY Lisa Kemper

TITLE Financial Program Officer

CLERK-TREASURER _____

DOCUMENT CONTROL NO. S03159

Insituform Technologies USA, LLC
Utilities Department - 2026
Appropriation #07-1050-40 Fund; P.O.#S03158
Contract Not To Exceed $519,995.65

APPROVED
By Sergey Grechukhin at 9:12 am, Mar 26, 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 Insituform Technologies USA, LLC an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

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

2. PERFORMANCE:
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 07-1050-40 fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Five Hundred Nineteen Thousand Nine Hundred Ninety Five Dollars and Sixty Five Cents ($519,995.65) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. 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. DISCLOSURE AND WARNINGS:
If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

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

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

9. INSURANCE AND INDEMNIFICATION:
Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled

without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

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

10. GOVERNMENT COMPLIANCE:

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

11. NONDISCRIMINATION:

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

12. E-VERIFY:

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

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement

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

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

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

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

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

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

If to City:	City of Carmel Utilities Department 30 West Main St, Suite 220 Carmel, Indiana 46032	**AND**	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Insituform Technologies USA, LLC 2130 Stout Field West Drive Indianapolis, Indiana 46241		

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES:

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

22. TERM:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

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 the 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.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Vendor by or at the direction of the City, information which is created or obtained by the Vendor on behalf of the City, or information to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Vendor or any Authorized Persons, or by the City should the Vendor have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Vendor or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

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. Strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;

h. 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;

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

j. 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 forty-eight (48) 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, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious

code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

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 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: _____

Insituform Technologies USA, LLC

By: Janet Hass

Authorized Signature

Janet Hass

Printed Name

Contracting & Attesting Officer

Title

FID/TIN: 43-1319597

Date: March 25, 2026

Insituform Technologies USA, LLC
2130 Stout Field West Drive
Indianapolis, IN 46241
Tel: (317) 408-7136
Fax: (317) 663-0923
www.insituform.com

March 24, 2026

To: **Ben Donald, Operations Manager**
9609 Hazel Dell Pkwy
Carmel, IN 46280
bdonald@carmel.in.gov

Project Name: **Cool Creek Interceptor 36-Inch CIPP Proposal** **SO-00221467**
Omnia Partners Contract Number 23-065-PW
City of Carmel

Insituform Technologies USA, LLC, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

Assumptions and Qualifications

A site review was performed for this project. If conditions are materially different from those communicated to **Insituform Technologies USA, LLC**., we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold **Insituform Technologies USA, LLC.** harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line, measuring of host pipe, cleaning and televising of host pipe, traffic control, bypass pumping and point repairs if needed. Installation can be completed after point repairs and accesses to both ends are completed.

Proposal Pricing

PAY ITEM	DESCRIPTION	QTY.	U/M	UNIT PRICE	AMOUNT
508	Travel and Mobilization	1	LS	$ 17,548.29	$ 17,548.29
5	36" x 12 mm	2269	LF	$ 221.44	$ 502,447.36
	TOTAL				**$ 519,995.65**

4 Pipe Segments in total. 2 Segments call for 19.5 mm, 1 Segment for 18 mm and 1 Segment for 16.5 mm.

Proposal Inclusions

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
3. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
4. Confined space safe entry practices.
5. One-year standard construction warranty.
6. Certificate of insurance with a standard coverage (Does not include Primary and Non-Contributory Coverage)

Proposal Exclusions

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed.
b) Access to a sanitary sewer on site to dispose of cure water.
c) Cleaning, Televising and Measuring of Host Pipe
d) Traffic Control
e) Bypass Pumping
f) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
g) Additional mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
h) Manual operation of any pumping and/or metering stations.
i) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
j) Legal dumpsite for debris resulting from pipe cleaning.
k) *If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.*
l) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
m) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
n) Project permits and/or local licenses.
o) State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
p) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
q) Performance and Payment Bond not included. This is available upon request, but if required please add 3.5% to the total project cost.

Proposal Terms and Conditions

a) Limits of Liability. In consideration of Insituform Technologies USA, LLC.'s agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, LLC. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Notwithstanding anything to the contrary set forth in the Contract, neither party shall be liable to the other or any third party for consequential damages relating to or arising out of the Contract

d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.

e) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the subcontract price significantly increases, through no fault of Subcontractor, the price of this subcontract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s).

f) Quantities are estimated. Unit prices apply for actual invoice and payment.

g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.

h) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

i) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, LLC. If, during the performance of this contract, any cost price determining factor considered by Contractor in determining the contract price significantly increases, through no fault of Contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Contractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Contractor's Vice President of Procurement. Due to the confidential nature of Contractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Contractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Contractor because of the shortage or unavailability of any raw materials, including resin, Contractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Contractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.

j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

Offered By:

Insituform Technologies USA, LLC.

Jay B. Ferguson
Business Development Manager

Accepted By:

_____
Signature

_____
Name/Title

_____
Organization

_____
Organization Address

Date: _____

Accepted by: Insituform Technologies USA, LLC.

_____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

Project Insurance Requirements attached _____ (please provide project insurance requirements or attach a sample cert of insurance)

Project Owner: Name _____ Address _____

Project Location: City _____ State _____ Zip _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

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

EXHIBIT D

AFFIDAVIT

Janet Hass, 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 Insituform Technologies USA LLC (the "Employer")

   in the position of Contracting & Attesting Officer.

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 25 day of March, 20 26.

Janet Hass

Printed: Janet Hass

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.

Janet Hass

Printed: Janet Hass

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PAGE 1

PURCHASE ORDER NUMBER
S03158

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/25/2026			365399	

VENDOR
INSITUFORM TECHNOLOGIES LLC
PO BOX 74008440
Chicago IL 60674-8440

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

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION		UNIT PRICE	EXTENSION
1.00	Each	proposal SO-00221467 Contract Number 23-065PW	CONN	519,995.65 07-1050-40	519,995.65

PLEASE INVOICE IN DUPLICATE Credit 0.00

Department	Account	Project	Project Account	AMOUNT

PAYMENT 519,995.65

SHIPPING INSTRUCTIONS

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

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

ORDERED BY Michael B Hanlon

TITLE _____

CLERK-TREASURER _____

DOCUMENT CONTROL NO. S03158

SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 03/02/3036
Department Review:
MAC: yes, 03/18/2026 CFD: yes 03/17/2026
ENG: NO RESPONSE STREETS: yes 03/18/2026
CPD: yes 03/17/2026 PARKS: yes 03/16/2026

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

Black Iris Estate

- Please click here to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Wedding ceremony on 5-2-26

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [ ] Yes
- [x] No

Event Date Start *

5/2/2026

Per the City of Carmel Special Event/Facility Use Policy, requests must be received at least 60 days prior to the event.

Event Date End *

5/2/2026

If multiple dates, please list

Set-Up time: *

4:00:00 PM

Tear Down time: *

11:00:00 PM

End Time

Event Start time: *

7:00:00 PM

Event End time: *

11:00:00 PM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *

3

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

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)
- [ ] N/A

7. CONTACT INFORMATION:

Contact Person * Donald Eicks

Email * Circlecitypyros@aol.com

Phone Number: * 3174861676

Cell Number: 3174353663

Name/Organization: Circle City Pyrotechnics Inc

Address

Street Address
264 N Old State Rd 67 S
Address Line 2

City
Martinsville

State / Province / Region
Indiana

Postal / Zip Code
46151

Country
United States

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.

Circle City Pyrotechnics Inc
Name of Organization/Applicant

*

Signature of Authorized Agent/Applicant

Donald Eicks
Printed Name and Title (If applicable)

*

3174861676
Phone Number (Required)

264 N Old State Rd 67 S
Martinsville ,IN 46151
Address of Organization/Applicant

3/3/2026
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

Request submission date: 03/17/2026

Department Review:
MAC: yes, 03/18/2026
ENG: NO RESPONSE
CPD: yes 03/17/2026
CFD: yes 03/17/2026
STREETS: yes 03/18/2026
PARKS: yes 03/17/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [ ] Civic Square Fountain Area
- [x] Civic Square Gazebo / Lawn
- [ ] 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

Blood donation event - bloodmobile and activities to say thank you and to honor the city employees and residents who have donated the most blood in the past two years. Will decorate with race themed flags, balloons, and cupcakes.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [ ] Yes
- [x] No

Event Date Start *

5/14/2026

Per the City of Carmel Special Event/Facility Use Policy, requests must be received at least 60 days prior to the event.

Event Date End *

5/14/2026

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down time: *

1:00:00 PM

End Time

Event Start time: *

8:00:00 AM

Event End time: *

12:00:00 PM

Rehearsal

- [ ] No
- [ ] Yes

Rehearsal Date:

Rehearsal Start:

Rehearsal Start Time:

Rehearsal End:

Rehearsal End Time:

Number of People Expected: *

60

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

None

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

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.

10 x 10

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)
- N/A

Vendors Present *

Approximately how many vendors will be present?

Versiti Blood Center

7. CONTACT INFORMATION:

Contact Person * Carol Dixon

Email * cdixon@carmel.in.gov

Phone Number: * 3175712400

Cell Number: 3179466393

Name/Organization: City of Carmel

Address

Street Address

One Civic Square

Address Line 2

City: Carmel

State / Province / Region: IN

Postal / Zip Code: 46032

Country:

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- Yes
- No

SECURITY DEPOSIT AND FEE:

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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.

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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 / Carol Dixon

Name of Organization/Applicant

*

Signature of Authorized Agent/Applicant

Carol A Dixon

Printed Name and Title (If applicable)

*

3175712400

Phone Number (Required)

One Civic Square, Carmel, IN 46032

Address of Organization/Applicant

3/17/2026

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

Request submission date: 03/16/2026
Department Review:
MAC: yes, 03/18/2026
ENG: NO RESPONSE
CPD: yes 03/17/2026
CFD: yes 03/17/2026
STREETS: yes 03/18/2026
PARKS: yes 03/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [ ] Civic Square Fountain Area
- [x] Civic Square Gazebo / Lawn
- [ ] 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

We plan on hosting an open house for our daughter and one of her friend's for their high school graduation from Carmel High School.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [ ] Yes
- [x] No

Event Date Start *
5/23/2026

Event Date End *
5/23/2026

If multiple dates, please list

Set-Up time: *
10:00:00 AM

Tear Down time: *
7:00:00 PM
End Time

Event Start time: *
4:00:00 PM

Event End time: *
6:00:00 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

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 * Alicia Benson

Email * [redacted]

Phone Number: * [redacted]

Cell Number: [redacted]

Name/Organization:

Address

Street Address

[redacted]

Address Line 2

City	State / Province / Region
Carmel	IN
Postal / Zip Code	**Country**
46280	United States

Organization Type: * Individual

Residency

Is the requestor a citizen of the City of Carmel?

- (•) Yes
- ( ) No

SECURITY DEPOSIT AND FEE:

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Acknowledgement and Agreement

Mayor's Office

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TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

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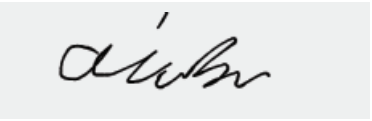
Age Confirmation * ☑ I confirm that I am 18 years of age or older.

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.

Alicia Benson
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Alicia Benson
Printed Name and Title (If applicable)

*

[redacted]
Phone Number (Required)

[redacted]
Carmel, IN 46280
Address of Organization/Applicant

3/15/2026
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

Request submission date: 03/13/20206
Department Review:
MAC: yes, 03/18/2026
ENG: NO RESPONSE
CPD: yes 03/17/2026
CFD: yes 03/17/2026
STREETS: yes 03/18/2026
PARKS: yes 03/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [x] Civic Square Fountain Area
- [x] Civic Square Gazebo / Lawn
- [ ] 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

Community partnership event - Gazebo Concerts held every Wednesday night from7-9 p.m. at Civic Square, Gazebo lawn..

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [x] Yes
- [ ] No

Event Date Start *

5/27/2026

Event Date End *

9/30/2026

If multiple dates, please list

May 27, June 3, 10, 17, 24 July 1, 8, 15, 22, 29 Aug 5, 12, 19, 26 Sept 2, 9 Rain Dates: Sept 16, 23, 30.

Set-Up time: *

3:00:00 PM

Tear Down time: *

10:00:00 PM

End Time

Event Start time: *

7:00:00 PM

Event End time: *

9:00:00 PM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *

2,000

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

South side of Fountain Sq. & Veterans Way by City Hall & Civic Sq

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

Cones *

Agreement must be signed with Carmel Street Department before delivery/pickup

- ☑ Standard Cones
- ☐ Barricades (used to close roads)
- ☐ Tall Skinny Cones
- ☐ Crowd-Control Gates

Standard Cones *

Please note the number of Standard Cones needed

20?

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)
- [ ] N/A

7. CONTACT INFORMATION:

Contact Person * John Eaton

Email * [redacted]

Phone Number: * [redacted]

Cell Number: 3176941310

Name/Organization: Fountain Square Committee

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.**

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DISCLAIMER:

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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.

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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.

Fountain Square Committee
Name of Organization/Applicant

*

Signature of Authorized Agent/Applicant

John Eaton President
Printed Name and Title (If applicable)

*

[redacted]
Phone Number (Required)

Address of Organization/Applicant

3/12/2026
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:

_____

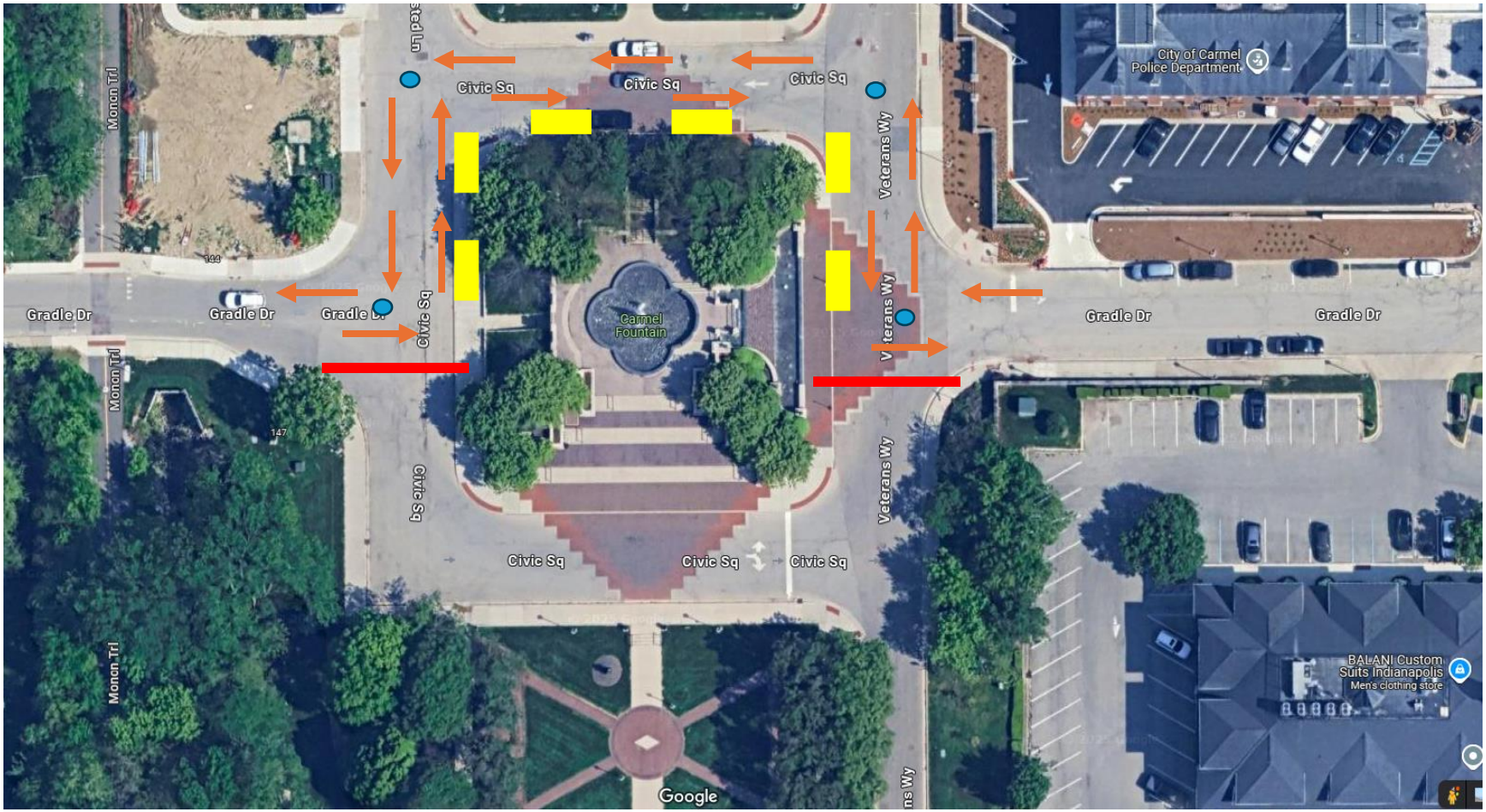
Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____

Sq
Civic Sq
Carmel Gazebo
Veterans Wy



- Close down traffic to protect south end of the fountain and close at northwest corner of City Hall parking lot. Eliminates vehicle traffic surrounding gazebo events. Closure could begin as vehicles/barriers then mature to MVB barriers when they arrive.
- Allow two way traffic (temporary signage needed and/or four-way stop) around east, north, and west sides of fountain.
- Handicap parking around inside of fountain (Approximately 12-15 available spots).

CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Allied Solutions: yes 03/16/2026

Request submission date: 03/09/2026
Department Review:
MAC: yes, 03/18/2026 CFD: yes 03/17/2026
ENG: STREETS: yes 03/18/2026
CPD: yes 03/17/2026 PARKS: yes 03/16/2026

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

The Carmel Pride Rainbow Run is an out-and-back 1 mile trail along the Monon Trail. The run will go from Carter Green to Carmel Drive, and then back to the Green. Participants will receive a Carmel Pride shirt and run/walk through colorful chalk. The race will start at 9AM on June 7th, most participants are expected to finish by 9:30AM, but the course will be open until 10AM. Non-participant individuals will be permitted to use this portion of the trail as well.

Attach additional pages if needed-SEE BELOW

Event Date Start *
6/7/2026

Event Date End *
6/7/2026

If multiple dates, please list

Set-Up time * 8:00:00 AM

Tear Down End time * 10:30:00 AM

Event Start time: * 9:00:00 AM

Event End time: * 10:00:00 AM

Rehearsal * (•) **No** ( ) **Yes**

Number of People Expected: * 75

Fees?

Will a Fee be charged for this event? If yes, please describe below.

(•) **YES** ( ) **NO**

Fees (cont'd)

Purpose of fee

Administration fees, shirts, and snacks.

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.

IMG_9293.jpeg 376.04KB

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

Non-participants will be allowed to use this portion of the trail as well.

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 Jackie Mabry

Email exec@carmelpride.org

Phone Number: 3176742675

Cell Number:

Name/Organization: Carmel Pride

Address

Street Address
#11 P.O. Box
Address Line 2

City	State / Province / Region
Carmel	Indiana
Postal / Zip Code	**Country**
46082	United States

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- ◉ **Yes**
- ○ **No**

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Acknowledgement and Agreement

Mayor's Office

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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.**

Carmel Pride
Name of Organization/Applicant

*

Signature of Authorized Agent/Applicant

Jackie Mabry, Senior Director
Printed Name and Title (If applicable)

*

3176742675
Phone Number (Required)

_____

Laura Campbell, Presiding Officer

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

Jacob Quinn, City Clerk

_____

Date

Special Conditions:_____

P.O. Box #11, Carmel, Indiana, 46082

Address of Organization/Applicant

3/9/2026

Date

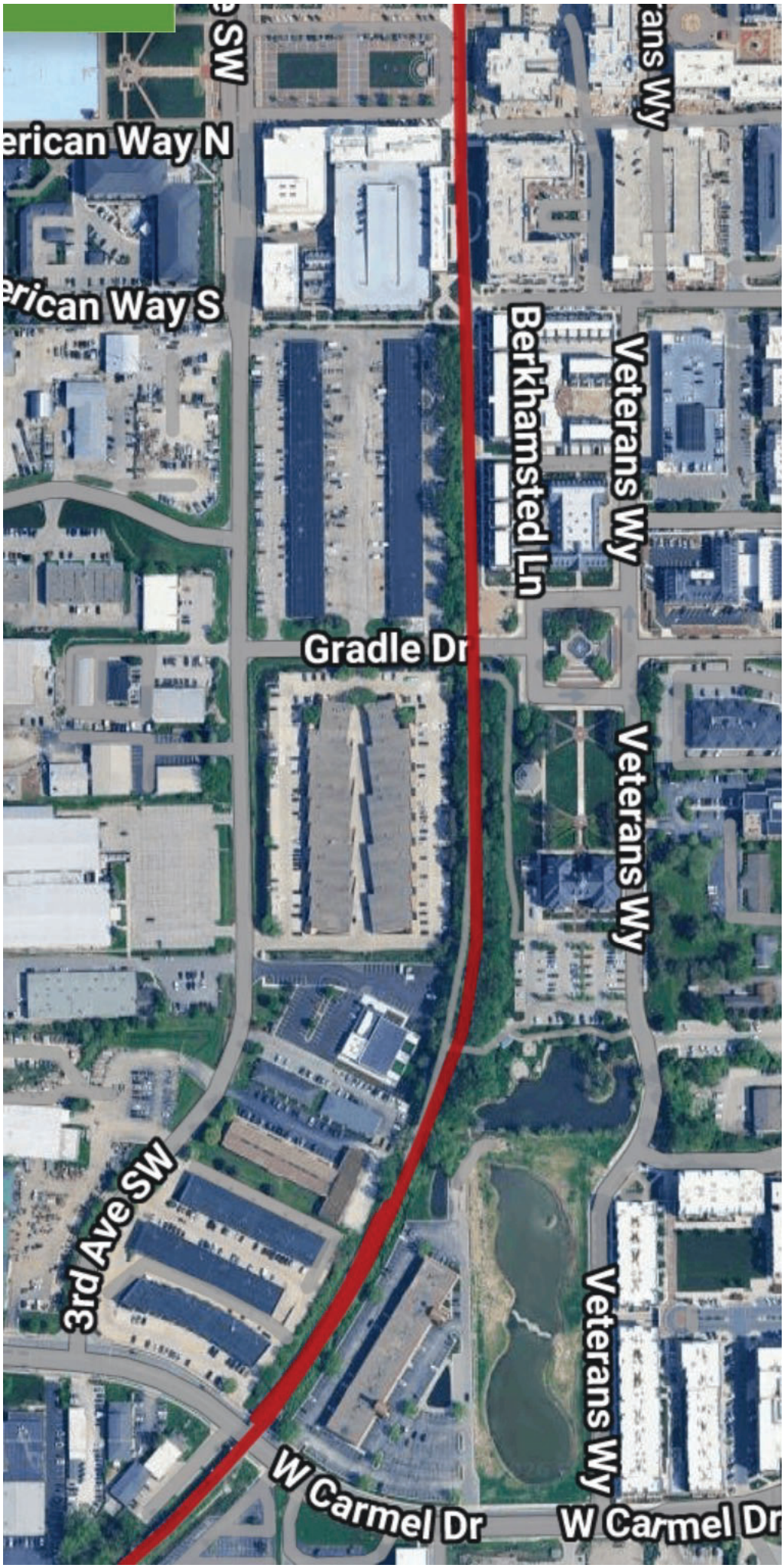
GO TO THE CITY OF CARMEL USE ONLY TAB AND CLICK ON SUBMIT

City of Carmel Use Only

Approved this _____day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety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Veterans Wy
3rd Ave SW
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W Carmel Dr

SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 02/17/2026
Department Review:
MAC: yes, 03/18/2026
ENG: NO RESPONSE
CPD: yes 03/17/2026
CFD: yes 03/17/2026
STREETS: yes 03/18/2026
PARKS: yes 03/16/2026

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

Private Resident

- Please click here to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Wedding Event @12001 Hoover Road Carmel, IN

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [ ] Yes
- [x] No

Event Date Start *

6/20/2026

Event Date End *

6/20/2026

If multiple dates, please list

Set-Up time: *

3:00:00 PM

Tear Down time: *

11:00:00 PM

End Time

Event Start time: *

6:00:00 PM

Event End time: *

11:00:00 PM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *

6

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

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)
- [ ] N/A

7. CONTACT INFORMATION:

Contact Person * Donald Eicks

Email * Circlecitypyros@aol.com

Phone Number: * 3174861676

Cell Number: 317-435-3663

Name/Organization: Circle City Pyrotechnics Inc

Address

Street Address
264 N. Old State Rd 67 S.
Address Line 2

City
Martinsville

State / Province / Region
IN

Postal / Zip Code
46151

Country
United States

Organization Type: * Individual

Residency

Is the requestor a citizen of the City of Carmel?

- ( ) Yes
- (•) No

SECURITY DEPOSIT AND FEE:

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

Special Event/Facility Use Policy *

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Donald Eicks @ Circle City Pyrotechnics Inc

Name of Organization/Applicant

*

Signature of Authorized Agent/Applicant

Donald Eicks

Printed Name and Title (If applicable)

*

317-486-1676

Phone Number (Required)

264 N Old State Rd 67 S.
Martinsville, IN 46151

Address of Organization/Applicant

2/17/2026

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

Request submission date: 03/02/2026
Department Review:
MAC: yes, 03/18/2026
ENG: NO RESPONSE
CPD: yes 03/17/2026
CFD: yes 03/17/2026
STREETS: yes 03/18/2026
PARKS: yes 03/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- [ ] Civic Square Fountain Area
- [ ] Civic Square Gazebo / Lawn
- [ ] Monon & Main Plaza
- [x] 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

The Indiana Wind Symphony Jazz Ensemble would like to perform a free concert in an effort to give back to the City of Carmel in appreciation of the Carmel Arts Grant that we received. The Indiana Wind Symphony is a resident company of the the Payne & Mencias Palladium.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

- [ ] Yes
- [x] No

Event Date Start *

8/9/2026

Event Date End *

8/9/2026

If multiple dates, please list

We can be a bit flexible with our date if this chosen one does not work out. Please reach out to us so that we can pick a date that needs to be filled.

Set-Up time: *

5:00:00 PM

Tear Down time: *

8:00:00 PM

End Time

Event Start time: *

6:00:00 PM

Event End time: *

7:00:00 PM

Rehearsal

- [x] No
- [ ] Yes

Number of People Expected: *

20

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

[redacted]

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)
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- ☐ 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)
- [ ] N/A

7. CONTACT INFORMATION:

Contact Person * Tim Cox

Email * info@indianawindsymphony.org

Phone Number: * [redacted]

Cell Number: [redacted]

Name/Organization: Indiana Wind Symphony Jazz Ensemble

Address

Street Address

[redacted]

Address Line 2

City: Indianapolis

State / Province / Region: IN

Postal / Zip Code: 46268

Country: United States

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- (●) Yes
- ( ) No

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Indiana WInd Symphony - Tim Cox
Name of Organization/Applicant

*

Signature of Authorized Agent/Applicant

Tim Cox
Printed Name and Title (If applicable)

*

[redacted]
Phone Number (Required)

[redacted]
Indianapolis, IN 46268
Address of Organization/Applicant

3/2/2026
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:_____

UNDERGROUND & BURIED UTILITY DISTRICT WAIVER REQUEST

SMALL CELL PERMIT SC-2026-00001

The applicant listed below requests the Board of Public Works and Safety grant a waiver from the requirements of the Underground and Buried Utility District (BPW Res. 04-28-17-01) to facilitate installation of above ground small cell facilities within Carmel's dedicated right-of-way.

APPLICANT	FACILITY OWNER
Colby Toney (On behalf of Verizon) **1961 Northpoint Boulevard, Suite 130** **Hixson, TN** **37343** **(706) 313-3461** **colby.toney@telecadeng.com**	**Verizon Wireless** **PO BOX 2375** **SPOKANE, WA** **99210**

PROPOSED SITES

	Pole ID	***Address***
Location 1	GN INDY 3108	12412 Gray Rd, Carmel, IN 46033
Location 2		
Location 3		
Location 4		
Location 5		

The Department of Engineering has determined this request to be valid and recommends approval the waiver, subject to the following conditions:

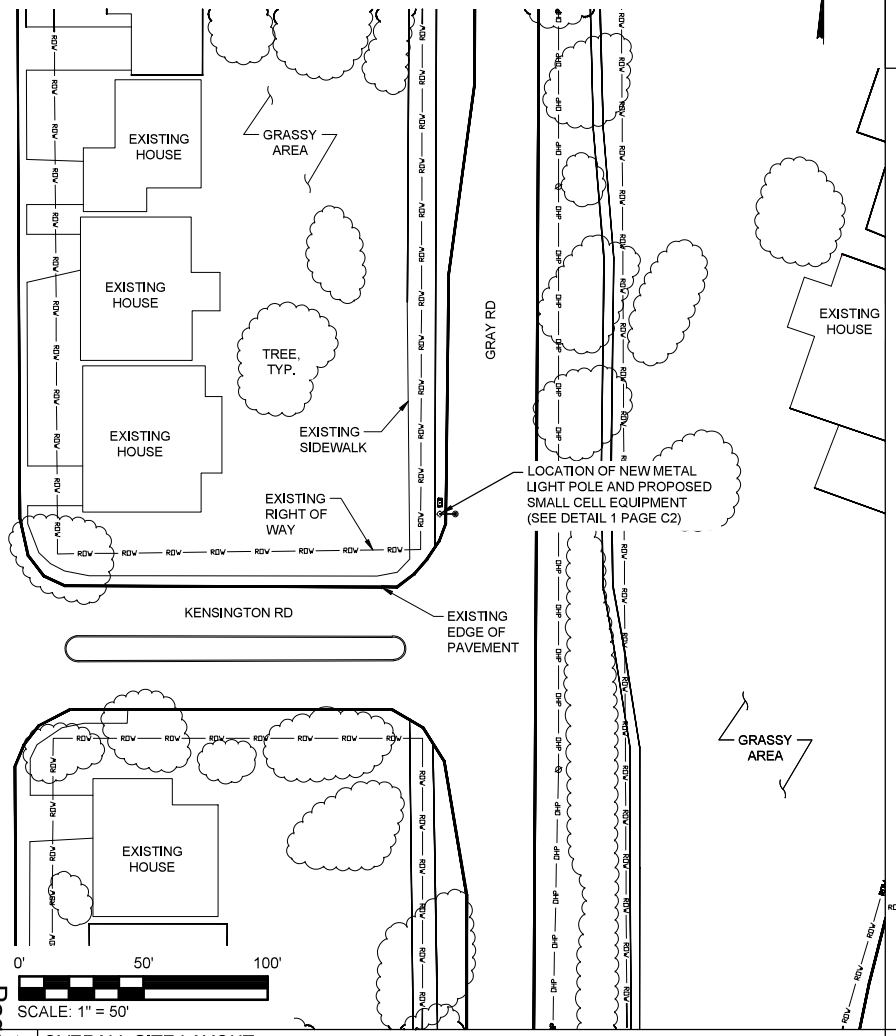
- **The waiver is limited to the design and placement of small cell facilities, support structures, control cabinets and other appurtenances as shown on the construction plans submitted to the Department of Engineering as part of Small Cell Permit No. SC-2026-00001**
- **This waiver applies only to the locations listed above.**
- **Approval of this waiver does not guarantee approval of any future requests.**

Bradley Pease, PE
City Engineer

DEPARTMENT OF ENGINEERING
ONE CIVIC SQUARE, CARMEL, IN 46032 OFFICE 317.571.2441 FAX 317.571.2439
EMAIL engineering@carmel.in.gov

NOTES:

1. THIS DRAWING IS BASED ON AERIAL IMAGERY AND FIELD OBSERVATIONS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. FOR GENERAL SITE WORK NOTES, SEE SHEET GN1.
4. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.
5. OPEN CUT CONSTRUCTION THROUGH EXISTING PAVEMENT, I.E. ROADWAYS, PARKING AREAS, SIDEWALKS WILL NOT BE ALLOWED. CONSTRUCTION UNDER EXISTING PAVEMENTS WILL BE REQUIRED TO BE INSTALLED WITH DIRECTIONAL BORING TECHNIQUE.



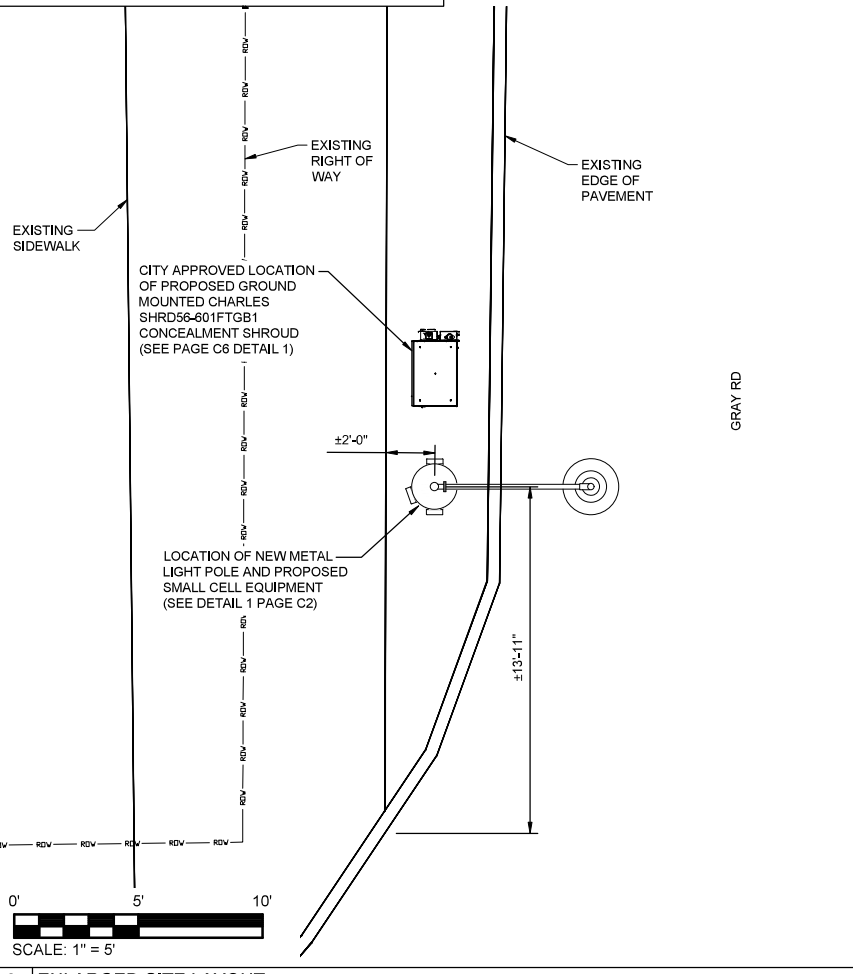
1 OVERALL SITE LAYOUT

LEGEND

OVERHEAD UTILITIES	OHU	CATCH BASIN	
UNDERGROUND POWER	UGP UGP	STREET SIGN	
OVERHEAD POWER	OHP OHP	4 WAY STREET SIGN	
UNDERGROUND TELCO	UGT	UTILITY POLE	
OVERHEAD TELCO	OHT	LIGHT POLE	
GAS LINE	GAS GAS	WATER VALVE	
FENCE		MANHOLE	M
WOOD FENCE		GAS VALVE	G
SEWER LINE	SWR SWR	FIRE HYDRANT	
WATER LINE	WTR WTR	TELCO PEDESTAL	T
HYBRID CABLE	HYB	ELECTRICAL BOX	E
HIGH VOLTAGE POWER	HVP		
FIBER	FBR FBR		
RIGHT-OF-WAY	ROW ROW		
PROPERTY LINE	PL PL		

UTILITY NOTE:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



2 ENLARGED SITE LAYOUT

PREPARED FOR:

verizon

PREPARED BY:

TeleCAD Wireless
1961 NORTHPOINT BLVD. SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

DRAWING NOTICE:
THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY:	TMJ
CHECKED BY:	SEH

REVISIONS

NO.	DATE	BY	DESCRIPTION
A	02/10/26	TMJ	PRELIMINARY REVIEW

ENGINEER'S STAMP:

NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME:	GN INDY 3108
ADDRESS:	12415 BROMPTON RD CARMEL, IN 46033
COUNTY:	HAMILTON
LATITUDE:	39° 58' 6.204" N
LONGITUDE:	86° 5' 22.308" W
DESIGN TYPE:	RAWLAND

SHEET TITLE: SITE LAYOUTS

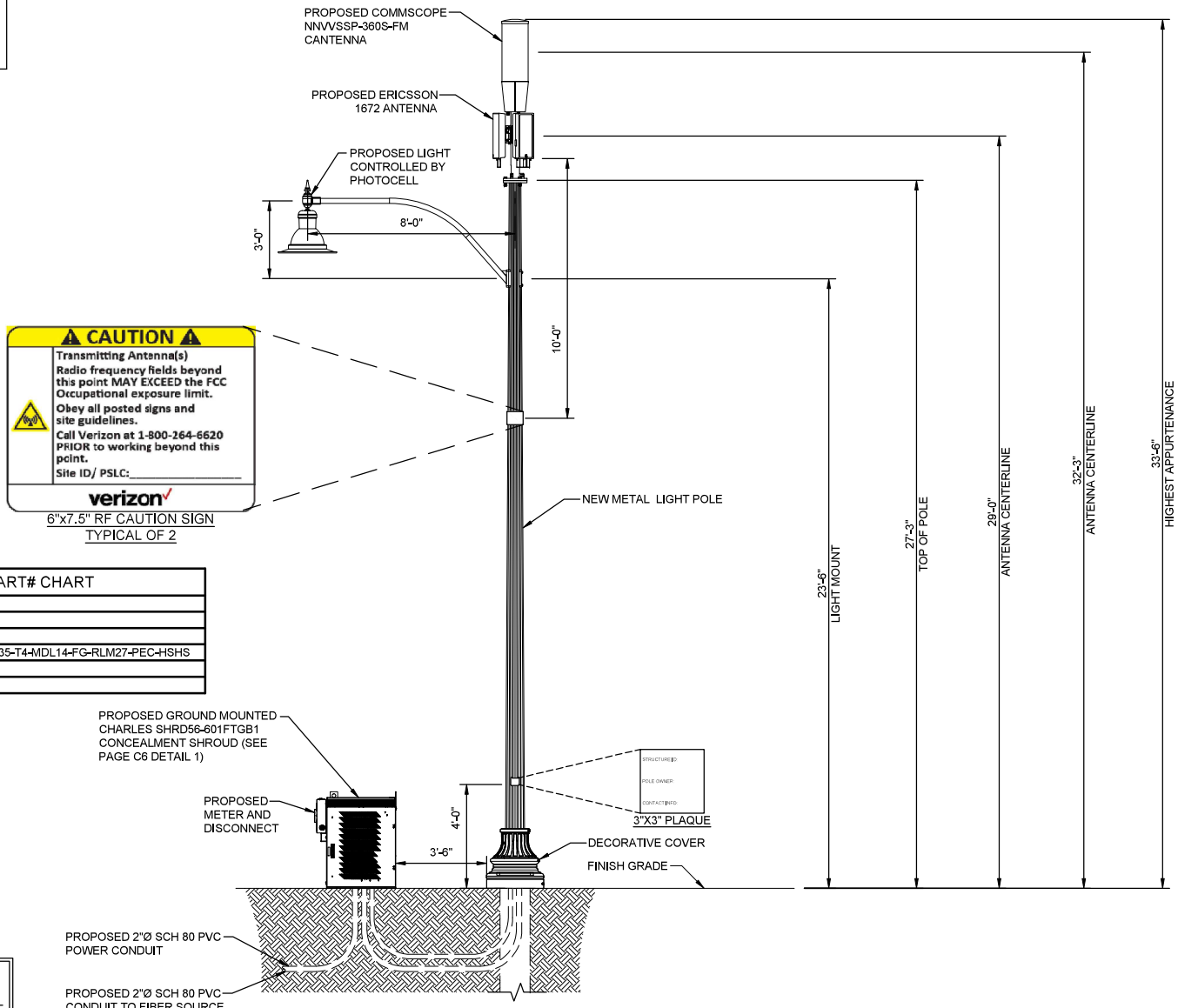
DRAWING NO.	REVISION:
C1	A

CONTRACTOR TO OBTAIN LATEST RFDS FROM VERIZON PRIOR TO CONSTRUCTION.

FOUNDATION DESIGNED BY OTHERS

CONTRACTOR TO REINSTALL SIGNAGE AS REQUIRED.

POLE FOUNDATION TO BE FLUSH WITH FINISH GRADE



⚠ CAUTION ⚠

Transmitting Antenna(s)
Radio frequency fields beyond this point MAY EXCEED the FCC Occupational exposure limit.
Obey all posted signs and site guidelines.
Call Verizon at 1-800-264-6620 PRIOR to working beyond this point.
Site ID/ PSLC:_____

verizon

6"x7.5" RF CAUTION SIGN
TYPICAL OF 2

METAL POLE PART# CHART	
POLE MANUFACTURER	RAYCAP
POLE MODEL	RCP-2500118-01
POLE COLOR	RAL 9005
LIGHT MODEL	1912XRLED-09L-35-T4-MDL14-FG-RLM27-PEC-HSHS
LIGHT ARM MODEL	RLA-2500118-00
SKIRT MODEL	880-0004

CONTRACTOR TO WRAP THE ANTENNAS AND PAINT THE EQUIPMENT TO MATCH THE POLE

1 POLE ELEVATION N.T.S.

PREPARED FOR:
verizon

PREPARED BY:
TeleCAD Wireless
1961 NORTHPOINT BLVD. SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

DRAWING NOTICE:
THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

DRAWN BY:	TMJ
CHECKED BY:	SEH

REVISIONS

NO.	DATE	BY	DESCRIPTION
A	02/10/26	TMJ	PRELIMINARY REVIEW

ENGINEER'S STAMP:

NOT VALID WITHOUT P.E. STAMP & SIGNATURE

SITE NAME: GN INDY 3108
ADDRESS: 12415 BROMPTON RD CARMEL, IN 46033
COUNTY: HAMILTON
LATITUDE: 39° 58' 6.204" N
LONGITUDE: 86° 5' 22.308" W
DESIGN TYPE: RAWLAND

SHEET TITLE: POLE ELEVATION

DRAWING NO.: C2
REVISION: A

Aerial Waiver-SC-2026-00001-12412 Gray Rd

Final Audit Report 2026-03-23

Created:	2026-03-23
By:	Caleb Warner (cwarner@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVYKvyD89bvWnhzFnCPFZ3dv4M1CnD2eg

"Aerial Waiver-SC-2026-00001-12412 Gray Rd" History

Document created by Caleb Warner (cwarner@carmel.in.gov)
2026-03-23 - 6:24:57 PM GMT

Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-03-23 - 6:25:53 PM GMT

Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-03-23 - 6:27:29 PM GMT

Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-03-23 - 6:27:43 PM GMT - Time Source: server

Agreement completed.
2026-03-23 - 6:27:43 PM GMT

CITY OF CARMEL
SUE FINKAM, MAYOR

3/20/2026

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

Re: Consent to Encroach (pool and pool deck) at 1853 Braeburn Dr

Dear Board Members:

A Consent to Encroach document signed by Stoebig, Danielle D & Scott W Stoebig w&h, owners of the property with the common address 1853 Braeburn 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 04/01/2026 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

3/20/2026

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

Re: Request for Variance (pool and pool deck) at 1853 Braeburn Dr

Dear Board Members:

Stoebig, Danielle D & Scott W Stoebig w&h, owner of the property with the common address 1853 Braeburn Dr, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a pool and pool deck within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 4:49 pm, Mar 23, 2026

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Stoebig, Danielle D & Scott W Stoebig w&h, 1853 Braeburn Dr, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 26 ("Lot") in HIGH GROVE, section 2, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 3 SLIDE 7, Instrument Number 2002-45032 in the Office of the Hamilton County Recorder on 06/24/2002, as HIGH GROVE, section 2 (the “Plat”); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 20-foot drainage, utility and sewer easement , identified as "20' D.U. & S.E.″ on Exhibit B (the “Easement”); and

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

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

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

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

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

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

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

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.

2. The City consents to the Encroachment for only so long as
   (i) the Encroachment exists; and
   (ii) Owner complies with all of the terms and provisions of this Agreement.

3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.

4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site 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

Danielle Stoebig

Printed Name

Signature

Date: 3/20/26

PROPERTY OWNER

Scott Stoebig

Printed Name

Signature

Date: 3/20/26

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Danielle Stoebig / Scott Stoebig 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 20 day of March, 2026.

My Commission Expires:

1/5/2033

NOTARY PUBLIC

Graham Parr

Printed Name

My County of Residence: Hamilton

GRAHAM PARR
Notary Public, State of Indiana
Hamilton County
Commission Number NP0760758
My Commission Expires
January 05, 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

LAND DESCRIPTION

A part of the Northeast Quarter of Section 33, Township 18 North, Range 3 East, described as follows:

Commencing at the Southwest Corner of the West Half of the Northeast Quarter of Section 33, Township 18 North, Range 3 East; thence North 89 degrees 18 minutes 06 seconds East along the South line of said Quarter 722.40 feet the Point of Beginning; thence North 00 degrees 41 minutes 54 seconds West 139.00 feet; thence North 89 degrees 18 minutes 06 seconds East 62.09 feet; thence North 00 degrees 41 minutes 54 seconds West 50.00 feet to a point on a nontangent curve having a radius of 20.00 feet, the radius point which bears North 00 degrees 41 minutes 54 seconds West from said point; thence Northwesterly along said curve an arc distance of 31.42 feet to a point which bears South 89 degrees 18 minutes 06 seconds West from said radius point; thence North 00 degrees 41 minutes 54 seconds West 5.00 feet; thence South 89 degrees 18 minutes 06 seconds West 50.00 feet; thence South 00 degrees 41 minutes 54 seconds East 5.00 feet to the point of curvature of a tangent curve having a radius of 20.00 feet, the radius point which bears South 89 degrees 18 minutes 06 seconds West; thence Southwesterly along said curve an arc distance of 31.42 feet to a point which bears South 00 degrees 41 minutes 54 seconds East from said radius point; thence South 89 degrees 18 minutes 06 seconds West 68.73 feet to the point of curvature of tangent curve having a radius of 125.00 feet, the radius which bears North 00 degrees 41 minutes 54 seconds West; thence Northwesterly along said curve an arc distance of 98.17 feet which bears South 44 degrees 17 minutes 51 seconds West from said radius point; thence North 45 degrees 42 minutes 09 seconds West 19.70 feet; thence North 44 degrees 17 minutes 51 seconds East 90.42 feet; thence North 11 degrees 36 minutes 10 seconds West 171.36 feet; thence North 28 degrees 33 minutes 59 seconds East 151.03 feet; thence North 89 degrees 18 minutes 06 seconds East parallel to the south line of said Quarter Section 704.60 feet; thence South 00 degrees 20 minutes 16 seconds East parallel to the West line of said Quarter Section 603.50 feet to a point on the south line of said Quarter Section, said point marked by a corner post; thence South 89 degrees 18 minutes 06 seconds West along the south line of said Quarter Section 607.20 feet to the Point of Beginning,

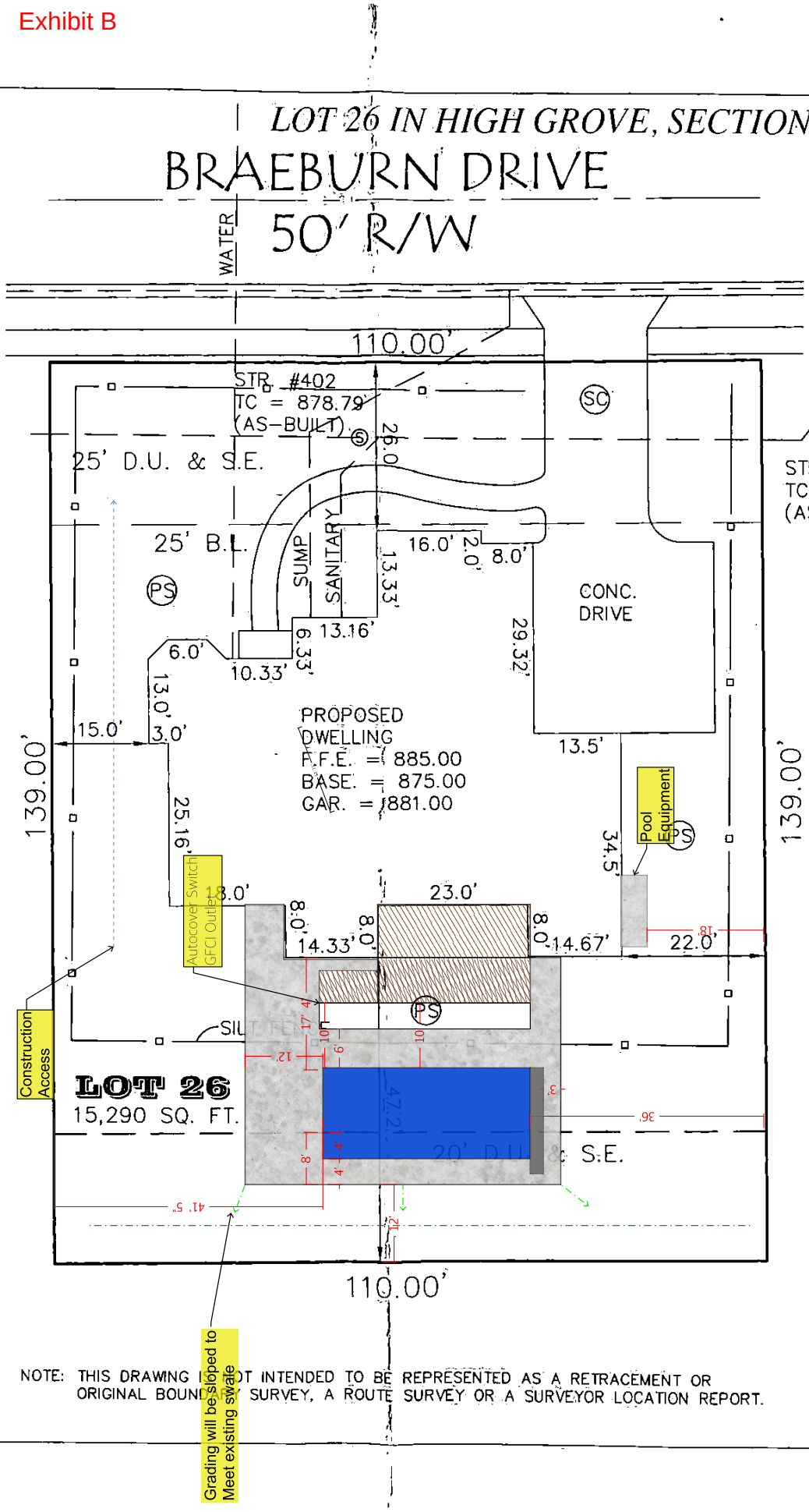
EXCEPT

A part of the Northeast Quarter of Section 33, Township 18 North, Range 3 East, in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest Corner of the West Half of the Northeast Quarter of Section 33, Township 18 North, Range 3 East also being the Southwest corner of High Grove Section 1 as recorded in the Hamilton County Recorders Offices as Instrument number 200000007619 Plat Cabinet Number 2 Slide Number 404; thence North 89 degrees 18 minutes 06 seconds East along the South line of said Quarter 722.40 feet to the Southeast Corner of Said Section 1; thence continuing North 89 degrees 18 minutes 06 seconds East 330.00 feet; thence North 00 degrees 41 minutes 54 seconds West 88.82 feet the Point of Beginning; thence continuing North 00 degrees 41 minutes 54 seconds West 50.98 feet to a tangent curve having a radius of 175.00 feet, the radius point which bears North 06 degrees 11 minutes 24 seconds West from said point; thence northeasterly along said curve an arc distance of 28.19 feet to a point which bears South 15 degrees 25 minutes 16 seconds East from said radius point; thence South 00 degrees 41 minutes 54 seconds East 55.92 feet; thence South 89 degrees 18 minutes 06 seconds West 27.73 feet to the Point of Beginning, containing 0.034 acres, more or less.

Containing after said exception 9.719 acres, more or less.

Exhibit B



NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

CITY OF CARMEL
SUE FINKAM, MAYOR

3/24/2026

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

Re: Consent to Encroach (replacement deck within same limits of existing deck) at 12631 Enclave Ct

Dear Board Members:

A Consent to Encroach document signed by Norman, Vickie L Rev Trust, owners of the property with the common address 12631 Enclave Ct , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 04/01/2026 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

3/24/2026

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

Re: Request for Variance (replacement deck within same limits of existing deck) at 12631 Enclave Ct

Dear Board Members:

Norman, Vickie L Rev Trust, owner of the property with the common address 12631 Enclave Ct, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a replacement deck within same limits of existing deck within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

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

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 11:58 am, Mar 24, 2026

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Norman, Vickie L Rev Trust, 12631 Enclave Ct, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 32 ("Lot") in THE ENCLAVE OF CARMEL, section , 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 1 SLIDE 192, Instrument Number 9125567 in the Office of the Hamilton County Recorder on 09/25/1991, as THE ENCLAVE OF CARMEL, section (the "Plat"); and

WHEREAS, the current Owner wishes to install a replacement deck within same limits of existing deck on the Lot (the "Site Improvement"); and

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as Drainage and Lake Maintenance Easement , identified as "Drainage & Lake Maintenance Easement″ 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

VICKIE L. NORMAN
Printed Name

Vickie A. Norman
Signature

Date: 3/24/2026

PROPERTY OWNER

Printed Name

Signature

Date:

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

JESSICA DIECKMAN
Notary Public, State of Indiana
Hamilton County
Commission Number NP0753588
My Commission Expires
January 01, 2032

Before me, a Notary Public in and for said County and State, personally appeared Vickie Norman 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 24 day of March, 2026.

My Commission Expires:

January 01, 2032

NOTARY PUBLIC

Jessica Dieckman
Printed Name Jessica Dieckman

My County of Residence: Hamilton

"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

LAND DESCRIPTION

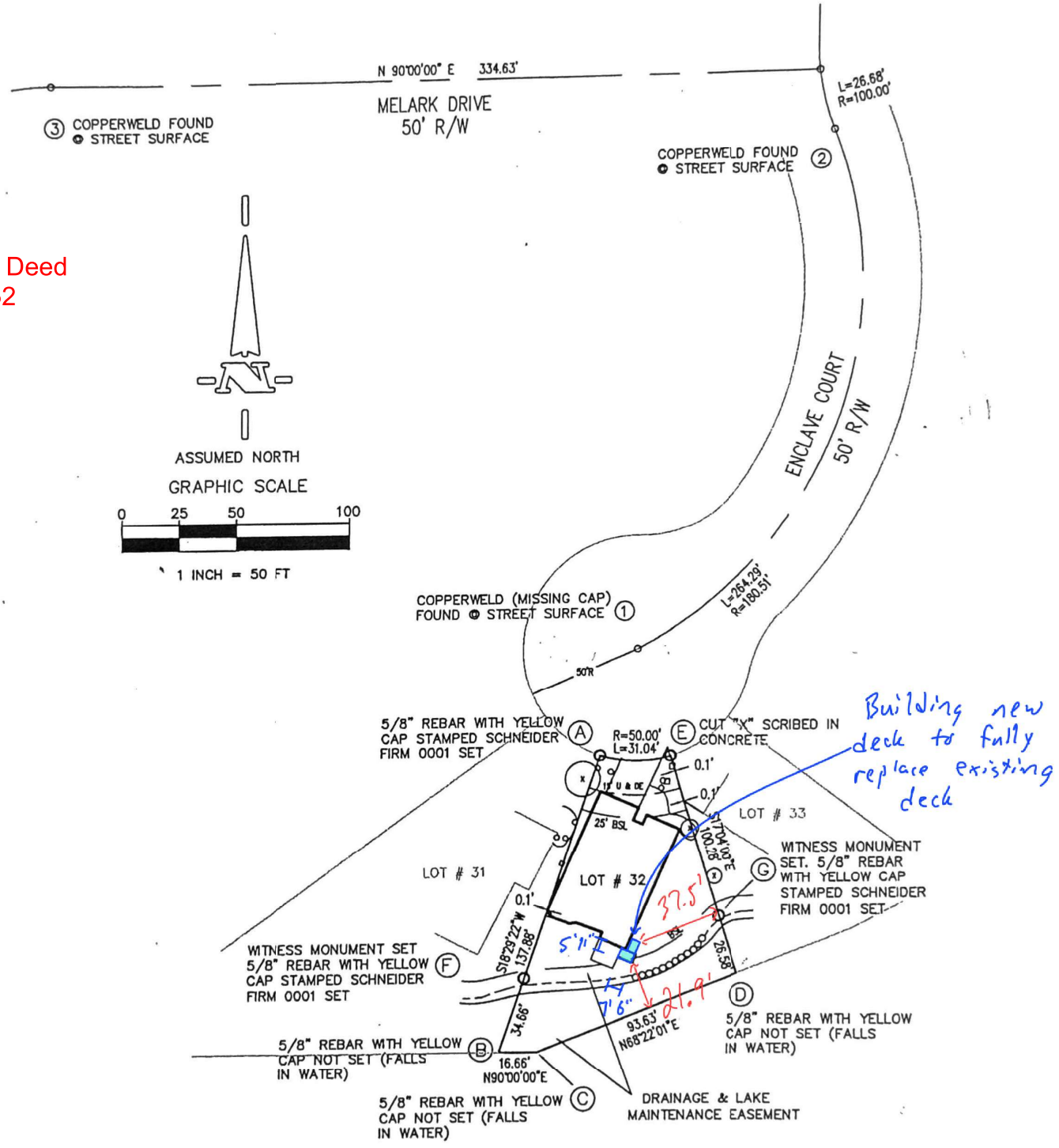
PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING) ON THE SOUTH LINE OF SAID QUARTER SECTION 587.30 FEET TO THE EAST BOUNDARY OF CARMEL VILLAGE, AS RECORDED IN THE PLAT BOOK 2, PAGE 186, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, AND THE POINT OF BEGINNING FOR THE TRACT HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 12 MINUTES 13 SECONDS EAST ALONG SAID EAST BOUNDARY 480.00 FEET TO THE SOUTH BOUNDARY OF SAID CARMEL VILLAGE; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH BOUNDARY 716.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 431 (KEYSTONE AVENUE), AS SHOWN ON PLANS FOR INDIANA STATE HIGHWAY COMMISSION PROJECT S-185(14); THENCE SOUTH 00 DEGREES 01 MINUTE 40 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE 558.04 FEET; THENCE SOUTH 29 DEGREES 38 MINUTES 53 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE 81.47 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF MOHAWK ROAD (126TH STREET) AS SHOWN ON SAID INDIANA STATE HIGHWAY COMMISSION PLANS; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ON SAID NORTHERLY RIGHT-OF-WAY LINE 200.00 FEET; THENCE SOUTH 83 DEGREES 52 MINUTES 20 SECONDS WEST ALONG SAID NORTHERN RIGHT-OF-WAY LINE 55.72 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS WEST 18.17 FEET TO THE SOUTH LINE OF THE ABOVE MENTIONED QUARTER SECTION; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE 423.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.89 ACRES, MORE OR LESS, SUBJECT HOWEVER TO ALL HIGHWAY, RIGHT-OF-WAYS, AND EASEMENTS OF LEGAL RECORD.

THE SCHNEIDER CORPORATION
HISTORIC FORT HARRISON
8901 OTIS AVENUE
INDIANAPOLIS, IN 46216
(317) 826-7100
(317) 826-7200 FAX

ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
GIS • LIS
GEOLOGY

Exhibit A
Quit Claim Deed
2025-23752
6/17/2025



JOB # V:\INDIANA\HAMILTON\THE ENCLAVE OF CARMEL\LOT 32\archives\LOT 32_LSCAL.dwg
04-16-04 dlg

SHEET 2 OF 3

CTE - 12631 Enclave Ct

Final Audit Report 2026-03-24

Created:	2026-03-24
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAscwmkG24PrsJujgFjcJqzMDnIG0HaAWM

"CTE - 12631 Enclave Ct" History

Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-03-24 - 4:11:46 PM GMT

Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-03-24 - 4:12:25 PM GMT

Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-03-24 - 7:36:16 PM GMT

Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-03-24 - 7:36:29 PM GMT - Time Source: server

Agreement completed.
2026-03-24 - 7:36:29 PM GMT

CITY OF CARMEL
SUE FINKAM, MAYOR

3/20/2026

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

Re: Consent to Encroach (driveway) at 14471 Smickle Ln

Dear Board Members:

A Consent to Encroach document signed by Neradi, Raghavender S & Kavitha Palle h&w, owners of the property with the common address 14471 Smickle Ln , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 04/01/2026 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

3/20/2026

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

Re: Request for Variance (driveway) at 14471 Smickle Ln

Dear Board Members:

Neradi, Raghavender S & Kavitha Palle h&w, owner of the property with the common address 14471 Smickle Ln, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a driveway 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.

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 4:52 pm, Mar 23, 2026

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Neradi, Raghavender S & Kavitha Palle h&w, 14471 Smickle Ln, Carmel, Hamilton County, Indiana 46033, (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 7 ("Lot") in CHERRY TREE GROVE, section , 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 4 SLIDE 486, Instrument Number 2008-41419 in the Office of the Hamilton County Recorder on 08/11/2008, as CHERRY TREE GROVE, section (the "Plat"); and

WHEREAS, the current Owner wishes to install a driveway 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 15-foot drainage, utility and sewer easement , identified as "15' D.U.&S.E.″ on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.

2. The City consents to the Encroachment for only so long as
   (i) the Encroachment exists; and
   (ii) Owner complies with all of the terms and provisions of this Agreement.

3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.

4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site 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

RAGHAVENDER SAGAR NERADI

Printed Name

N.R. Sagar

Signature

Date: 03/20/2026

PROPERTY OWNER

KAVITHA PALLE

Printed Name

Kavitha

Signature

Date: 03/20/2026

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Raghavender Sagar Neradi and Kavitha Palle 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 20 day of March, 2026

My Commission Expires:

Aug 22, 2032

Andrew Duquaine

NOTARY PUBLIC

Andrew Duquaine

Printed Name

My County of Residence: Hamilton

ANDREW DUQUAINE
NOTARY PUBLIC - SEAL
STATE OF INDIANA
COMMISSION NUMBER NP0758366
MY COMMISSION EXPIRES AUG 22, 2032

"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

CHERRY TREE GROVE

A part of the West Half of the Northeast Quarter of Section 22, Township 18 North, Range 4 East, Clay Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Northeast Quarter Section being marked by a pipe; thence North 00 degrees 02 minutes 24 seconds East along the West line of said Half Quarter Section 45.00 feet to a MAG nail with washer stamped "S & A Firm #0008" (hereafter referred to as a MAG nail), the centerline of Cherry Tree Road and the POINT OF BEGINNING of this description; thence along said centerline by the following (4) calls; 1) North 16 degrees 44 minutes 52 seconds East 52.54 feet to a MAG nail; 2) North 26 degrees 53 minutes 43 seconds East 132.80 feet to a MAG nail; 3) North 35 degrees 34 minutes 19 seconds East 81.80 feet to a MAG nail; 4) North 38 degrees 11 minutes 37 seconds East 102.55 feet to a MAG nail and the Southwest corner of real estate described in Instrument No. 2001-36075 in the Office of the Recorder of Hamilton County, Indiana; thence along the boundary lines of said real estate by the following (3) calls; 1) North 89 degrees 50 minutes 30 seconds East 469.84 feet to a 4" x 4" x 36" long precast concrete monument with a cross cast in the top (hereafter referred to as a concrete monument; 2) North 01 degrees 00 minutes 12 seconds West 225.57 feet to a concrete monument; 3) South 89 degrees 50 minutes 30 seconds West 288.06 feet to a MAG nail and the centerline of said Cherry Tree Road; thence North 36 degrees 53 minutes 48 seconds East along said centerline 154.16 feet to a MAG nail and the Southwest corner of the real estate described in Instrument No. 2000-51124 in said Recorders Office; thence North 89 degrees 50 minutes 30 seconds East along the South line of said real estate 859.92 feet to a concrete monument and the East line of said Half Quarter Section; thence South 00 degrees 04 minutes 03 seconds West along said East line 975.18 feet to a concrete monument and the Northeast corner of Cherry Creek Estates, Section 6A as recorded in Instrument Number 2006-34032 in Plat Cabinet 4, Slide 81 in said Recorder's Office; thence South 89 degrees 23 minutes 59 seconds West along the North line of said Cherry Creek Estates, Section 6A a distance of 809.56 feet to a concrete monument; thence North 00 degrees 36 minutes 01 seconds West 335.09 feet to a concrete monument; thence North 89 degrees 53 minutes 58 seconds West 269.02 feet to a concrete monument; thence South 05 degrees 45 minutes 52 seconds West 20.49 feet to a concrete monument; thence South 89 degrees 35 minutes 45 seconds West 233.46 feet to the place of beginning, containing 20.656 acres, more or less.

This subdivision consists of 30 lots numbered 1-30 (all inclusive), 5 Common Areas labeled 1-5 (all inclusive) and 1 Block labeled Block A. 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 dated December 15, 2006 prepared by Hahn Surveying Group, Inc., Job Number 061201, Certified by Richard A. O'Brian and recorded as Instrument Number 2007-058004 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 survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 25th day of July, 2008.

S:\5279051\Legal\Plat\PLAT.rtf
July 24, 2008, tlb

Dennis D. Olmstead
Registered Land Surveyor
No. 900012

DENNIS D. OLMSTEAD
REGISTERED
No. [redacted]2
STATE OF INDIANA
LAND SURVEYOR

Exhibit B

STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

(PIN)

JOB ID CTG.7 (OY 330)

CONTROL# 120506 DAV

14471 SMICKLE LANE
CARMEL, IN 46033

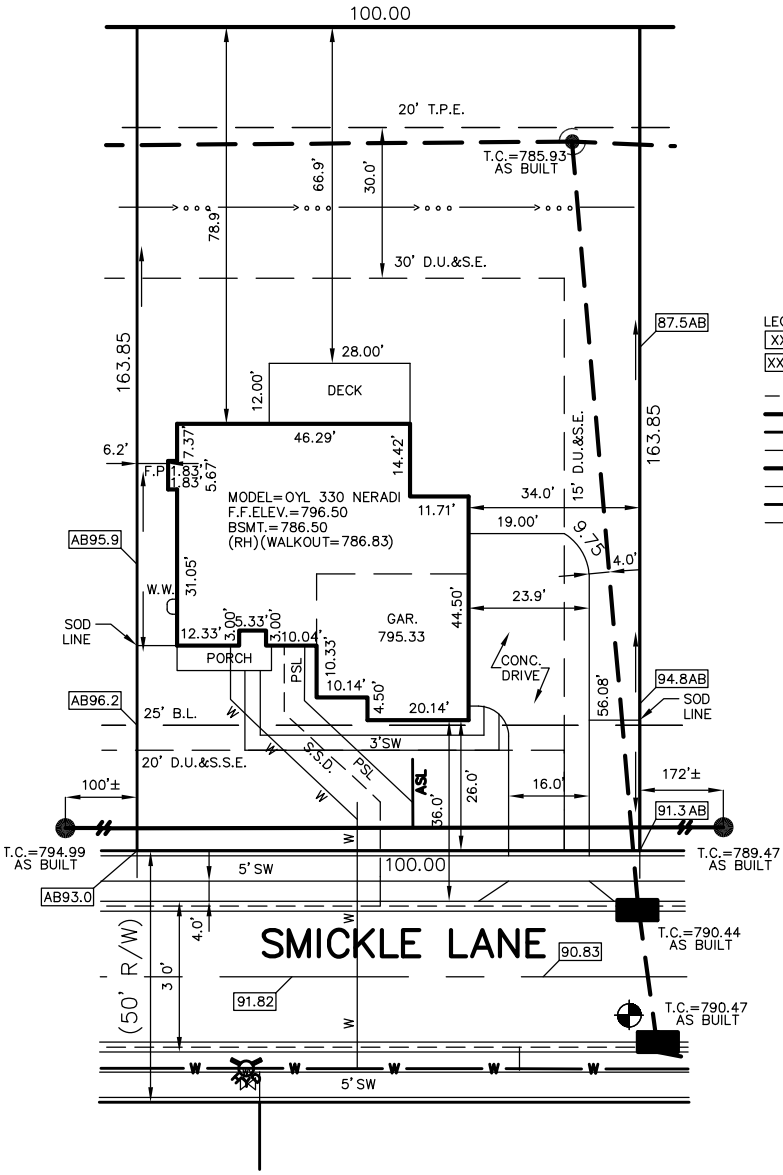
NOTE: THIS PROPOSED HOUSE HAS LITTLE TO NO TOLERANCE RELATED TO SETBACK REQUIREMENTS. THE POURED FOUNDATION MUST BE PINNED BY STOEPPELWERTH & ASSOCIATES (S&A) PRIOR TO INSTALLATION AND/OR CONSTRUCTION OF ANY CONCRETE OR FRAMED WALLS IN ORDER TO ASSURE ITS PROPER LOCATION. S&A WILL ASSUME NO LIABILITY SHOULD THE BUILDER FAIL TO SCHEDULE SUCH A PINNING WITHIN OUR STANDARD AND AGREED UPON LEAD TIMES.

1" = 30

LOT AREA: 16,385 Sq. Ft.

AB PAD FRONT=795.7
AB PAD REAR=794.6

NOTE: THE BUILDER MUST VERIFY WITH THE MUNICIPALITY THAT THE DRIVE WILL BE ALLOWED TO ENCROACH THE 15' D.U.&S.E. ON THE SOUTH SIDE OF THE LOT.



LEGEND:

XX.X	PROPOSED GRADE PER PLAN
XX.XAB	AS BUILT GRADE
S.S.D.	SUB-SURFACE DRAIN
	SANITARY SEWER
ASL	6" AS BUILT SANITARY LATERAL
PSL	6" PROPOSED SANITARY LATERAL
W	STORM SEWER
	3/4" WATER CONNECTION
W	WATER MAIN
	SWALE
	SANITARY MANHOLE
	STORM MANHOLE
	CURB INLET
	FIRE HYDRANT
	WATER METER
D.U.&S.S.E.	DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
D.U.&S.E.	DRAINAGE, UTILITY & SEWER EASEMENT
L.M.A.E.	LANDSCAPE, MAINTENANCE ACCESS EASEMENT
D.&U.E.	DRAINAGE & UTILITY EASEMENT
T.P.E.	TREE PRESERVATION EASEMENT
N.A.E.	NON-ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING LINE
D.L.&E. PED	DRAINAGE, LANDSCAPE & PEDESTRIAN ACCESS EASEMENT

CONTRACTOR SHALL CUT 8.5' OFF OF SANITARY LATERAL AND 3' OFF OF WATER LATERAL AND BEGIN FROM THAT POINT AND CONNECT TO HOUSE FOLLOWING PLOT PLAN.

SOD (SQ. FT.)	2,873
SEEDING (SQ. FT.)	9,192
CONC. DRIVEWAY (SQ. FT.)	1,458
PRIVATE WALK (SQ. FT.)	205
PUBLIC WALK (SQ. FT.)	418

BENCHMARK
TOP OF CASTING=790.47

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.

LOT 7
CHERRY TREE GROVE

INST. #2008041419
P.C. #4, SLIDE #486

ZONING: S-2/ROSO/RESIDENCE
6' MINIMUM SIDE YARD
25' MINIMUM FRONT YARD
20' MINIMUM REAR YARD

DAVID J. STOEPPELWERTH
REGISTERED
No. 80040474
STATE OF INDIANA
LAND SURVEYOR

David J. Stoeppelwerth

NOTE: THIS DRAWING IS FOR PERMITTING PURPOSES ONLY AND NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT SURVEY, ORIGINAL SURVEY, ROUTE SURVEY, LOT SURVEY OR A SURVEYOR LOCATION REPORT OR ANY OTHER TYPE OF PROPERTY BOUNDARY ASSESSMENT. NO BOUNDARY CORNERS HAVE BEEN SET AND THEREFORE NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS INCLUDING FENCES.

2ND REV ADD FP
02/19/26 HRW
1ST REV UPD HSE DIMS & DRIVE
02/17/26 HRW
12/22/25 HRW

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

CARMEL
INDIANA

ENGINEERING

March 23, 2026

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

RE: DRAINAGE EASEMENT- DREES PREMIER HOMES – 121 WINONA DRIVE

Dear Board Members:

Drees Premier Homes has requested the city accept a grant of a drainage easement at 121 Winona Drive, recorded as Instrument Number 2026001345, in association with the construction of a new single-family home.

Attached are the required easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

Bradley Pease, P.E.
City Engineer

Cross Reference to Prior Deed of Record: Instrument No. 2026001345 in the Hamilton County, Indiana Recorder's Office

DRAINAGE EASEMENT

This easement (the "Easement") is by and between Drees Premier Homes (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;
.

RECITALS

A. Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Grantor Parcel") located in Hamilton County, Indiana,

B. Grantee, in connection with Grantee's Construction of a new single family home (the "Project"), requires a drainage easement over a portion of the Grantor Parcel (herein referred to as the "Easement Area"). This Easement Area is more particularly described and depicted as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by this reference, and of the grants of easements and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, under, through, across and upon the Easement Area for the purpose of drainage over, under, across, upon and through the Easement Area, for and pursuant to which easement Grantee shall have the right to make such alterations and improvements to the Project improvements as Grantee deems may be necessary or useful (the "Easement").

2. Obligations of Grantee. Subject to the terms described in Paragraph 1 hereof, and the Project improvements on the Easement Area, Grantee shall restore the Easement Area, to the extent practicable, to the condition as existed prior to the commencement of the Project, or maintenance, repair, or replacement thereto. Grantee shall install, maintain, repair, replace and service the Project improvements at Grantee's sole cost and expense. In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement Area to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the Grantor's real estate to its previous grade, and to reseed and undertake erosion control measures as are required by 327 IAC 15-5, as amended. Grantor shall allow access to the Easement Area and surrounding area for any required maintenance, repair, replacement, service and updates.

3. Rights Retained by Grantor. Grantor shall retain unto itself, and its grantees, heirs, successors and assigns, and all others to whom Grantor may grant rights or easements, the right to use the Easement Area for any and all purposes and uses not inconsistent with the foregoing Easement and/or Grantee's rights and privileges thereunder.

4. Obligations of Grantor. Grantor shall keep the Easement Area free of any and all fences, structures, asphalt, gravel, concrete and/or other improvements or impediments other than those installed by the Grantee. Grantor shall not block, impede or interfere with the Project improvements and Easement Area or Grantee's access thereto. Grantor shall make adequate provision for the proper drainage of surface water over and across Easement Area and surrounding area.

5. Easement and Covenants Appurtenant. The Easement granted, created and made herein, together with the benefits and privileges thereof, shall run with the Grantor Parcel and inure to the benefit of Grantee and its grantees, successors and assigns. The Easement granted, created and made herein, together with the burdens thereof, shall run with and bind the Grantor Parcel, and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements of the Grantor and Grantee hereunder, together with the benefits and burdens thereof, shall be deemed to be real covenants which touch and concern the Easement Area and the Grantor Parcel, as applicable, shall run with the Easement Area and the Grantor Parcel, and shall inure to the benefit of and be binding upon Grantor and Grantee, as applicable, and their respective grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may further exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and reasonable attorneys' fees).

6. Environmental Matters. The Grantor covenants and represents that to the best of its knowledge, information and belief, that the Grantor Parcel is not presently the subject of, nor under the threat of, any federal, state or local environmentally related lien, proceeding, claim, liability or action. The Grantor agrees that, as between the Grantor and the Grantee, the acceptance of this Agreement by the Grantee shall not increase the liability of the Grantee for environmentally related claims arising from or related to conditions on the Grantor Parcel prior to the acceptance of this Agreement.

7. Jurisdiction. The Grantor and the Grantor agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

8. Other Obligations. The Grantor agrees that this Agreement shall not transfer to the Grantee any past, present or future obligation(s) of the Grantor to be responsible for, or to pay, any tax, assessment, or fee whatsoever that is associated with or related to the Grantor Parcel.

9. Amendment. The Grantor and the Grantee agree that this Agreement shall only be modified or released by the express, written consent of both the Grantor and the Grantee. Said consent, when duly recorded, shall run with the real estate.

10. Complete Understanding. The Grantor and the Grantee agree that this Agreement, and the documents incorporated herein, represent the entire understanding between the Grantor and the Grantee as regards the subject matter hereof.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, except for its conflict of laws provisions.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR

By: _____

Printed: Tony Hartman

Title: General Manager Drees Premier Homes

JACOB PIERCE
Notary Public
Marion County - State of Indiana
Commission Number NP0764239
My Commission Expires Jun 22, 2033

STATE OF INDIANA)
) SS:
COUNTY OF ~~Marion~~ Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Tony Hartman, the Grantor, and who, having been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

Witness my hand and Notarial Seal this 11th day of February, 20 26.

My commission expires: 6/22/2033

_____
Notary Public

I am a resident of Marion County, Indiana

Jacob Pierce
Printed Name

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

_____
Laura Campbell, Presiding Officer

Date: _____

_____
James Barlow, Member

Date: _____

_____
Alan Potasnik, Member

Date: _____

ATTEST:

_____
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, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

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

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Laura Campbell, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

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

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Alan Potasnik, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

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

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jacob Quinn, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk of the City of Carmel, Indiana.

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

My Commission Expires:
_____

_____
Notary Public

Residing in _____County

_____
Printed Name

Pursuant to IC 36-2-11-15(b)(2), 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.

Prepared by: Sergey Grechukhin, Transactions Chief, One Civic Square, Carmel, IN 46032

Return to: Brad Pease, P.E., City Engineer, One Civic Square, Carmel, IN 46032

EXHIBIT "A"

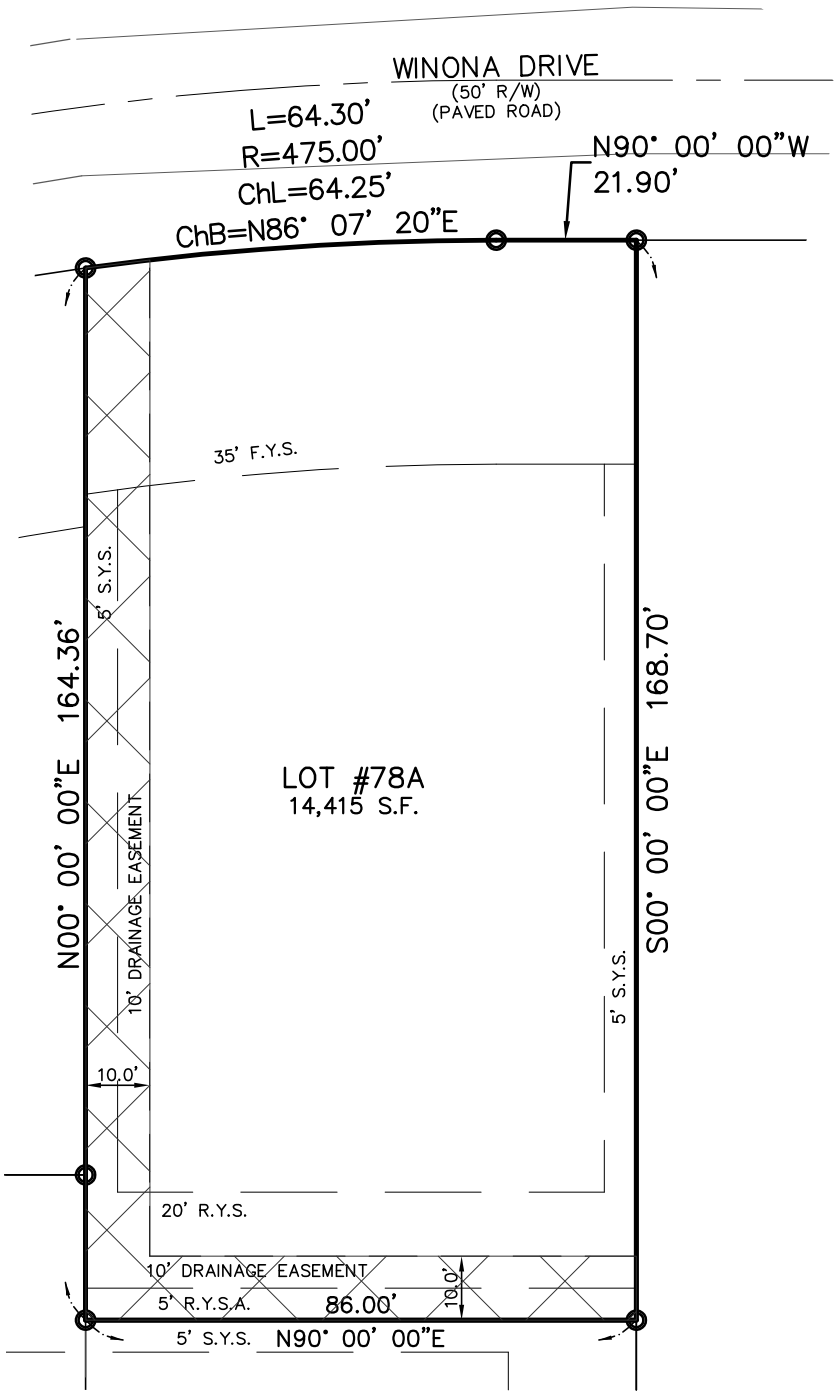
DRAWING NOT TO BE SCALED – DIMENSIONS PREVALENT

10' DRAINAGE EASEMENT

A PART OF LOT #78,
CARESS CORNERS
SUBDIVISION

An easement, 10–feet in width for surface drainage purposes being a part of Lot #78, Caress Corners Subdivision, as per plat thereof, recorded as Instrument Number 2023–027319, recorded July 24, 2023, more particularly described as follows:

An easement, 10–feet in width, being 10–foot by parallel lines off of the south end and 10–foot by parallel lines off of the west side of said Lot #78, terminating at the platted lot lines, and intersecting at 90 degrees.



TROY A. TEREW
REGISTERED
No.
LS20300026
STATE OF
INDIANA
LAND SURVEYOR

0 20 40 80

1" = 20'

DRWN: TAT
JOB#: 25–1376E

DATE: 03/16/26
REV.:

TRUE NORTH
"POINTING YOU IN THE RIGHT DIRECTION"

LAND DEVELOPMENT CONSULTING
& LAND SURVEYING SERVICES
11650 Olio Road, Suite#1000-289
Fishers, Indiana 46037
Phone: (317)-841-8754
Fax: (317)-841-8762
E-mail: Troy@Truenorthindy.com

CARMEL
INDIANA

ENGINEERING

March 25, 2026

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

RE: RIGHT OF WAY DEDICATION – 721 1ST AVE NE

Dear Board Members:

The property owners of the above referenced address have requested the Board approve a Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank the property owners for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,

Bradley Pease, P.E.
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

FORM OF

DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY - INDIVDUALS

[As applicable: Tax Parcel No(s). 16-10-30-05-02-038.000]

THIS INDENTURE WITNESSETH:

That **Michael Moe and Cassandra Moe** (the "Grantor"), the fee simple owner(s) of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represent and warrant that they are the fee simple owners of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument; that they are therefore, fully empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 2026 payable in 2027 and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the _____ day of _____, 20____.

GRANTOR:

_____
Signature

Printed: _____

_____
Signature

Printed: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared _____ and _____, who acknowledged executing the foregoing Dedication and Deed of Public Rights-of-Way as their voluntary act and deed.

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

My Commission No./Expiration:
_____

_____
Notary Public

My County of Residence:
_____

_____
Printed

Grantee's Tax Mailing Address
and after recording return to:
City of Carmel
One Civic Square
Carmel, IN 46032

Pursuant to IC 36-2-11-15(b)(2), 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 Grechuckhin

Prepared by: Sergey Grechuckhin, Transactions Chief, One Civic Square, Carmel, IN 46032

City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of Public Rights-of-Way of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED: CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

_____
Sue Finkam, Presiding Officer

Date:_____

_____
Laura Campbell, Member

Date:_____

_____
Alan Potasnik , Member

Date:_____

ATTEST:

_____
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 SUE FINKAM, 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 Dedication & Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

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

_____
NOTARY PUBLIC

My Commission No./Expiration:
_____

_____
Printed Name

My County of Residence:_____

EXHIBIT A

[Depiction of Property]

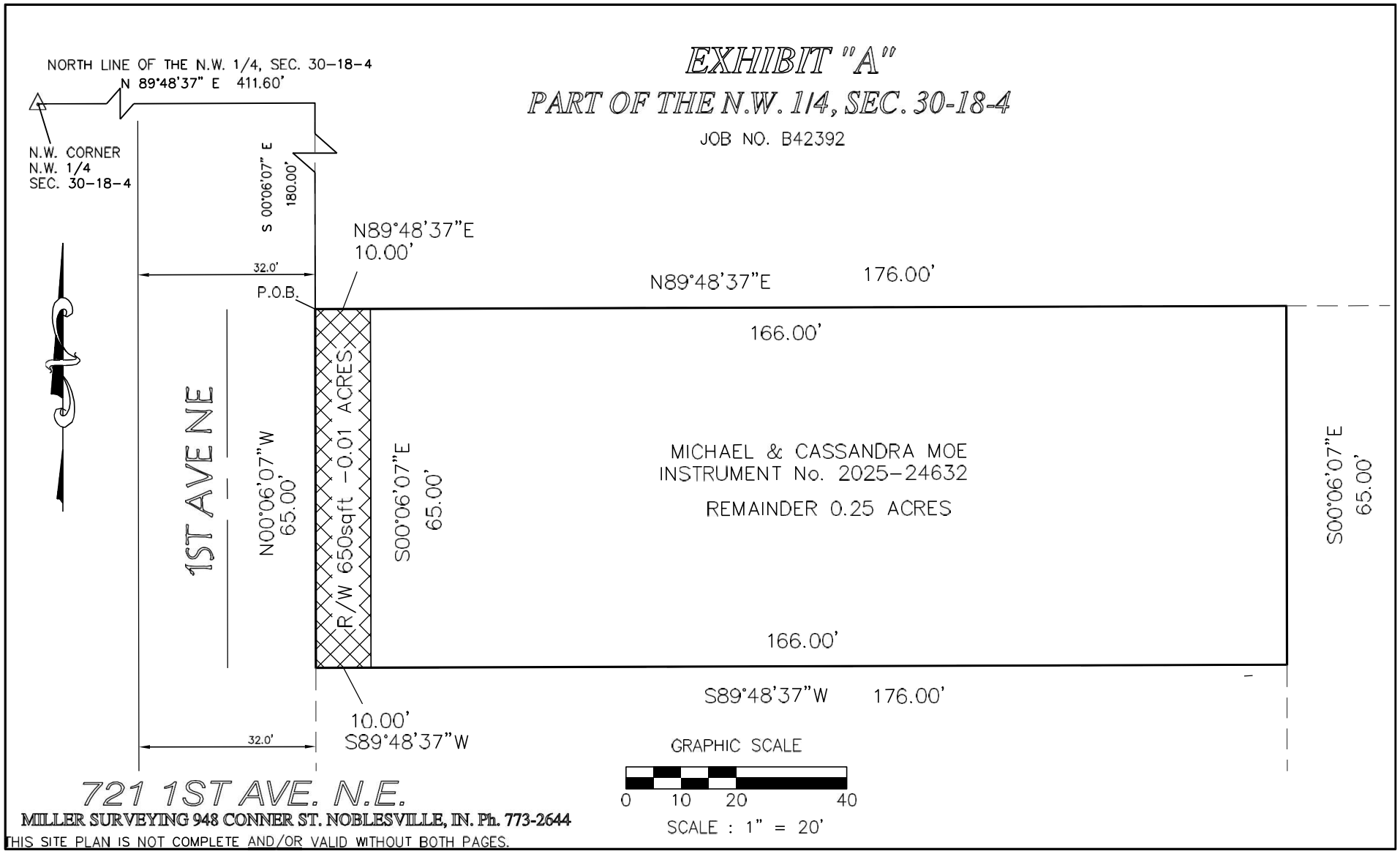


EXHIBIT "A"
PART OF THE N.W. 1/4, SEC. 30-18-4
JOB NO. B42392
NORTH LINE OF THE N.W. 1/4, SEC. 30-18-4
N 89°48'37" E 411.60'
N.W. CORNER
N.W. 1/4
SEC. 30-18-4
S 00°06'07" E
180.00'
32.0'
P.O.B.
N89°48'37"E
10.00'
N89°48'37"E
176.00'
166.00'
1ST AVE NE
N00°06'07"W
65.00'
R/W 650sqft -0.01 ACRES
S00°06'07"E
65.00'
MICHAEL & CASSANDRA MOE
INSTRUMENT No. 2025-24632
REMAINDER 0.25 ACRES
S00°06'07"E
65.00'
166.00'
S89°48'37"W
176.00'
10.00'
S89°48'37"W
32.0'
GRAPHIC SCALE
0 10 20 40
SCALE : 1" = 20'
721 1ST AVE. N.E.
MILLER SURVEYING 948 CONNER ST. NOBLESVILLE, IN. Ph. 773-2644
THIS SITE PLAN IS NOT COMPLETE AND/OR VALID WITHOUT BOTH PAGES.

EXHIBIT B

[Legal description of the Property]

EXHJBJ7I' UUBuu

!PART OF THE N.W. 1/4),, SEC. 30=18=4

JOB NO. B42392

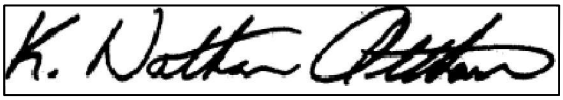
DESCRIPTION

DESCRIPTION OF REAL ESTATE

A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST, RECORDS OF HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 4 EAST; THENCE ON THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST 411.60 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 07 SECONDS EAST 180.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST 10.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 07 SECONDS EAST 65.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 37 SECONDS WEST 10.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 07 SECONDS WEST 65.00 FEET TO THE POINT OF BEGINNING, CONTAINING 650 SQUARE FEET, MORE OR LESS.



L.S. 20400007
DATE: 2-12-26
FOR: SLM HOMES

CARMEL
INDIANA

ENGINEERING

March 25, 2026

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

RE: 11005 CORNELL STREET –BABY TRACTS LOT 31, LOT SPLIT- REPLAT

Dear Board Members:

Mason Klain with Brason Properties LLC has requested a replat for Baby Tracts Lot 31 at 11005 Cornell Street be placed on the Board of Public Works and Safety agenda for approval and signatures.

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

Sincerely,

Bradley Pease, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT

Prior Deed References: Instrument No 2019066667 in the Recorder's Office for Hamilton County, Indiana

WATER LINE EASEMENT AGREEMENT

This Water Line Easement Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____, by and between Christina M. Aloisio and Kathy A. Henry, as tenants in common (collectively "Grantor") and the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located at 2110 E. 96th St. in Hamilton County, Indiana ("Grantor's Property") more particularly described in Exhibit 1 attached hereto and incorporated herein.

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

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

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive, perpetual easement for the purpose of laying, installing, constructing, maintaining, operating, inspecting, altering, repairing, replacing and removing (the "Improvements") through, under, upon and across the Easement Property. All improvements shall be located underground or on the surface of (and, except for fire hydrants protruding above the surface of) such ground. Grantee shall have the right to: (a) remove from the Easement Property, without liability for replacement or repair (except as provided in paragraph 2 of this Agreement),, any fences, structures, asphalt or concrete paving, curbing or other improvements, trees, bushes, earth berming, landscaping and other structures that exist prior to, at the time of, or after Grantee's acquisition of such easement. Grantee shall also have the right of ingress and egress over, upon and across the Grantor's Property for purposes of access to the Easement Property. The easement also includes the rights and privileges (i) to temporarily use, from time to time, additional space on the Grantor's Property, where available and necessary, for equipment and materials necessary for the installation, repair and maintenance of the Improvements located through, under or across the Easement Property, provided that such temporary use shall in all instances be subject to the reasonable approval of Grantor including, but not limited to, the location and periods of time of such use, and (ii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted.

2. Obligations of Grantee. Grantee shall maintain, repair, replace and service the Improvements. Subject to the location of the Improvements on the Easement Property, upon completion of the Project, Grantee shall repair, restore, and replace any damaged driveways, paths, sidewalks or parking areas on the Easement Property, and Grantee shall seed the affected portion of the Easement Property. Grantee shall not be obligated to restore any landscaping, trees, vegetation or similar items and shall have no other repair obligations other than as set forth herein. In the course of any work performed by Grantee pursuant to the rights granted it hereunder. Grantee shall (i) diligently pursue the completion of such work, (ii) use commercially reasonable efforts, to minimize any disruption or interference with the use and conduct of business upon Grantor's Property, and (iii) except for emergencies involving the public health, safety or welfare, not unreasonably impair vehicular or pedestrian access to and through Grantor's Property.

3. Rights Retained by Grantor. Grantor shall retain unto itself the right to use the Easement Property for any and all purposes and uses not inconsistent with the foregoing easement; provided, however, Grantor shall not erect or maintain any permanent structures, obstructions, or other improvements under and/or upon the surface of or over the Easement Property (provided, however, that the erection or maintenance of driveways, curbing, asphalt or concrete paving, paths, sidewalks, parking areas or similar improvements shall be permitted) or perform any act which would impair or interfere with Grantee's use and enjoyment of the Easement Property or the easement herein granted. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining in the Easement Property of any earthen mound or series or system of earthen mounds.

4. Obligations of Grantor. Grantor shall not install any fence, structure, or other improvements (other than those installed by Grantee and other than those permitted in this Agreement). Grantor shall mow and care for the grass located within the Easement Property. Grantor shall not block, impede or interfere with the Improvements or Grantee's access to or use of the Easement Property.

5. Easement and Covenants Appurtenant. The easement granted, created and made herein, together with the benefits thereof, shall run with the Grantor's Property and the Easement Property, inure to the benefit of Grantee and its grantees, successors and assigns and shall bind Grantor and its grantees, successors and assigns.

6. Environmental Matters. To the Grantor's knowledge, neither Grantor's Property nor the Easement Property is not presently the subject to or threatened with any environment lien, written claim or proceeding. Grantor agrees that between Grantor and Grantee, the acceptance of this Agreement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Grantor's Property or the Easement Property prior to the acceptance of this Agreement unless caused by Grantee or Grantee's employees, agents, representatives and contractors; (ii) acts of Grantor or any other third party (other than Grantee's employees, agents, representatives and contractors); or (iii) conditions on the Grantor's Property or the Easement Property not created by Grantee or Grantee's employees, agents, representatives and contractors.

7. Other Obligations. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Grantor's Property or Easement Property.

8. Waiver. Waiver by either party of any one default hereunder will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not

be deemed exclusive, but instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

9. Amendment. Grantor and Grantee agree that this Agreement shall only be modified or released by the express, written consent of both Grantor and Grantee. Said consent, when duly recorded, shall run with the Grantor's Property and the Easement Property.

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement. This Agreement may be terminated, modified, or amended only by a writing signed by the parties, and no agreement or consent of any other persons (other than any mortgagee of the Grantor's Property) shall be necessary for such termination, modification, or amendment.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within Hamilton County, Indiana.

12. Notice. Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing. All notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. All notices shall be addressed to the respective parties as follows:

If to Grantee:	City of Carmel One Civic Square Carmel, Indiana 46032 Attn: Corporation Counsel
With a Copy to:	City of Carmel 30 W. Main Street, Ste 220 Carmel, Indiana 46032 Attn: Director of Utilities
If to Grantor:	Christina M. Aloisio & Kathy A. Henry 1135 Mill Run Dr. Noblesville, IN 46240

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

14. Authority. The person(s) executing this instrument on behalf of Grantor hereby represent that they have the authority to bind Grantor to the terms and conditions set forth herein and that all necessary action therefore has been taken. Grantor further represents and warrants to Grantee that to Grantor's knowledge, Grantor is the fee simple owner of the Easement Property; that Grantor has the right to grant this easement; and that no approval of any other party is necessary for the granting of this Agreement or to the extend necessary has been obtained by Grantor

(Signature pages to follow)

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

GRANTOR:

Christina M. Aloisio

Kathy A. Henry

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Christina M. Aloisio and Kathy A. Henry, and who having been duly sworn acknowledged execution of the foregoing "Water Line Easement Agreement" for and on behalf of such entity.

WITNESS my hand and notarial seal, this 9th day of March, 2026.

My Commission Expires: 04-16-2032

Notary Public

My County of Residence: Hamilton

Printed Name: Stephen J. Klineman

GRANTEE:

THE CITY OF CARMEL

By and through its Board of Public Works and Safety

By:

_____

Laura Campbell, Presiding Member

Date: _____

_____

James Barlow, Member

Date: _____

_____

Alan Potasnik, Member

Date: _____

ATTEST:

_____

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 _____ by me known to be members of the City of Carmel's Board of Public Works and Safety and Jacob Quinn, Clerk of the City of Carmel, who acknowledged execution of the foregoing Water Line Easement Agreement on behalf of the City of Carmel..

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

This instrument was prepared by Sergey Grechukhin, City of Carmel, Office of Corporation Counsel, 1 Civic Square, Carmel, IN 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Sergey Grechukhin Grantee Tax and Mailing Address: One Civic Square, Carmel, Indiana 46032

Exhibit 1

Lot 3 in Forest Glen, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, pages 75 and 76 in the Office of the Recorder of Hamilton County, Indiana.

Project: City of Carmel Water Main Ext. at 96th Street
Parcel: 2 Permanent Easement
Project No.: 202402445
Tax ID: 29-14-07-307-013.000-018

The South 20.00 feet of Lot 3 in the Forest Glen Subdivision the plat of which is recorded in Plat Book 2, Pages 75 and 76 of the Hamilton County Recorder's Office, containing 2,200 square feet, more or less.

This description was prepared for the City of Carmel by Edward J. Sweetland, Indiana Professional Surveyor, License Number LS29900000, on the 21st day of March, 2025.

PLOT DATE: 3/21/2025 9:51 AM
PLOT SCALE: 1:1
EDIT DATE: 3/21/2025
EDITED BY: ESWEETLAND
DRAWING FILE: P:\2024\202402445\3D_Drawings\Survey\Easement Exhibits\202402445 SV A025-03-11 PARCEL 2 EASEMENT.dwg

AMERICAN STRUCTUREPOINT INC.
9025 River Road, Suite 200 | Indianapolis, Indiana 46240
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

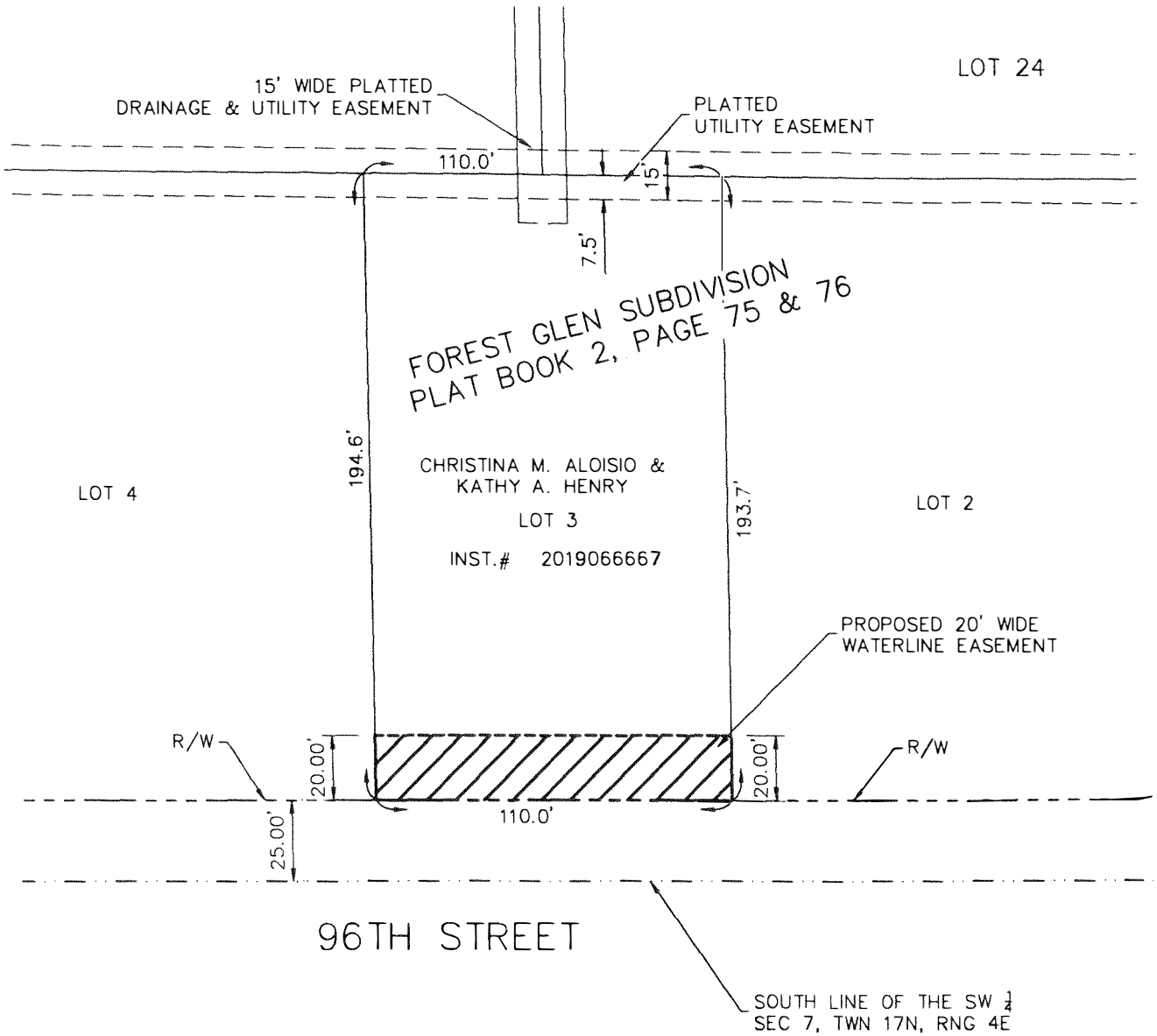
96TH STREET WATER MAIN EXTENSION

WATERLINE EASEMENT PARCEL 2

Scale:	
Drawn By:	EJS
Checked By:	JNH
Date:	3/11/2025
Job No.:	2024.02445

EXHIBIT A

SHEET 1 OF 2



PLOT DATE: 3/21/2025 9:51 AM
PLOT SCALE: 1:2.3849
EDIT DATE: 3/21/2025
EDITED BY: ESWEETLAND
DRAWING FILE: P:\2024\02445\D_Drawings\Survey\Easement Exhibits\2024.02445.SV.2025-03-11_PARCEL 2 EASEMENT.dwg

AMERICAN STRUCTUREPOINT INC.
9025 River Road, Suite 200 | Indianapolis, Indiana 46240
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

96TH STREET WATER MAIN EXTENSION

WATERLINE EASEMENT PARCEL 2

Scale:	1" = 50'
Drawn By:	EJS
Checked By:	JNH
Date:	3/11/2025
Job No.:	2024.02445

EXHIBIT B

SHEET 2 OF 2

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:** Ben Krieg

   4575 Williams Rd Martinsville, IN 46151

2. **Title or Position With Governmental Entity:** Firefighter

3. a. **Governmental Entity:** City of Carmel

   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):** Ben Krieg

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.)*:

   Painting work

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.)*:

Paint Contracting

(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.)*:

01/01/2026	12/31/2026
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: 03/09/2026
(month, day, year)

Printed Name: Ben Krieg
(Please print legibly.)

Email Address: bkrieg@carmel.in.gov

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.