



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

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

1. MEETING CALLED TO ORDER

2. MINUTES

- a. **Minutes from the June 17, 2026, Regular Meeting**

3. TABLED ITEMS

- a. **Request for Purchase of Goods and Services; Iron Brick, LLC.; (\$5,242,345.00); Enterprise Resource Planning Modernization Project;** Zac Jackson, Chief Financial Officer

4. CONTRACTS

- a. **Request for Purchase of Goods and Services; All Safe Industries, Inc.; (\$62,190.00); Handheld Systems for Identification of Gas and Vapors;** Chief Joel Thacker, Carmel Fire Department
- b. **Request for Agreement between City of Carmel and Crown Castle; Crown Castle; (\$24,000.00 per year); Agreement to Amend Lease - 5484 E 126th St;** Samantha Kern, Corporation Counsel
- c. **Request for Purchase of Goods and Services; CSU, Inc.; (\$136,763.88); Underground Conduit;** Brad Pease, Director of Engineering
- d. **Request for Professional Services; HWC Engineering, Inc.; (\$768,000.00); 24-ENG-04a and 24-ENG-04b Inspection Services;** Brad Pease, Director of Engineering
- e. **Request for Purchase of Goods and Services; JDH Contracting, Inc.; (\$142,537.86); Fiber Placement and Termination;** Brad Pease, Director of Engineering
- f. **Request for Professional Services; Rundell Ernstberger Associates, Inc.; (\$87,000.00); 22-ENG-01-Monon Blvd & Urban Trail - Phase 3 Construction Observation; Additional Services Amendment #1b;** Brad Pease, Director of Engineering
- g. **Request for Purchase of Goods and Services; StreetScan USA, Inc.; (\$68,600.00 per annum); Annual Data Management/License/TotalStreets;** Matt Higginbotham, Street Commissioner

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Civic Square Gazebo and Lawn; School of Rock Summer Season Final Show; August 8, 2026; (Rain Date August 15, 2026); 10:00 AM to 4:00 PM;** Joshua Grube; School of Rock Fishers
- b. **Request to Use City Streets; Mia's Movement Walk-Run; August 15, 2026; (Rain Date August 16, 2026); 8:00 AM to 11:55 AM;** Nancy and Caroline Dury
- c. **Request to Use City Streets; Kingswood Block Party; September 26, 2026; (Rain Date October 3, 2026); 12:00 PM to 10:00 PM;** Kelli Sims, HOA
- d. **Request to Use City Center Plaza and Use/Close City Streets; Special Request to Use Electricity; Oktoberfest; October 2, 2026; 10:00 AM to 11:00 PM;** Kenna Dishmond, City of Carmel

6. OTHER

- a. **Request for DORA Designation: Old Spaghetti Factory;** Carey Hance, OSF International Inc.
- b. **Request for DORA Designation: The Champagne Society;** Chad Helm, The Champagne Society LLC
- c. **Request for Consent to Encroach; 9872 Morningstar Lane;** Property Owner
- d. **Request for Dedication and Deed of Public Right of Way; 12550 Spring Mill Rd;** Property Owner
- e. **Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; 96th St & Cedar Point Drive;** Comcast

7. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

8. 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: July 15, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, JUNE 17, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

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

MINUTES

Minutes from the June 03, 2026, Regular Meeting. Board Member Potasnik moved to approve. Board Member Barlow seconded. Minutes Approved 3-0.

TABLED ITEMS

~~*Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use Electricity; Dia de la Familia; September 12, 2026; (Rain Date October 4, 2026) 8:00 AM to 8:00 PM; J Antonio Chapital Gonzalez, Mexica Cultural Art Center of Indiana Mecaci*~~ **TABLED 06-03-26 ~~WITHDRAWN~~**

Request to Use Carter Green; Special Request to Use Electricity and James Building Restrooms; DIWALI Media Day, October 9, 2026; 5:00 PM to 10:30 PM; Board Member Potasnik moved to remove the request from the table. Board Member Barlow seconded. Tabled Item Removed 3-0. Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Kelley Automotive Group, LLC; (\$232,555.00); Three 2026 Chevrolet Traverses and Two 2026 Chevrolet Tahoes; Additional Services Amendment #3; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

Request for Purchase of Goods and Services; Iron Brick, LLC.; (\$5,242,345.00); Enterprise Resource Planning Modernization Project; Board Member Barlow moved to table. Board Member Potasnik seconded. Tabling Approved 3-0.

TABLED 06-17-26

Resolution BPW 06-17-26-01; Resolution of the City of Carmel Board of Public Works and Safety; Amending the Small Purchase Policy; Board Member Potasnik moved to approve. Board Member Barlow seconded. Resolution Approved 3-0.

Request for Purchase of Goods and Services; Calumet Civil Contractors Inc.; (\$139,634.66); 24-ENG-07b1 Raised Crosswalks; CO#1 Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

Request for Purchase of Goods and Services; Rieth-Riley Construction Co. Inc.; (\$66,768.68); 20-ENG-04 College Ave. between 96th and 106th Streets CO #04; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Purchase of Goods and Services; National Pavement Maintenance, LLC; (\$63,260.00); Mastic & Crackseal - Plum Creek Farms; Additional Services Amendment #3; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Purchase of Goods and Services; Bright Equipment, Inc.; (\$72,154.99); Bobcat L65 Compact Wheel Loader; Additional Services Amendment #1; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use/Close City Streets; 1st Ave SE Neighborhood Block Party; July 25, 2026; (Rain Date August 8, 2026); 4:00 PM to 10:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request to Use Carter Green and Use/Close City Streets; Special Request to Use Electricity; Dia de la Familia; August 16, 2026; (Rain Date August 23, 2026); 8:00 AM to 8:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request to Use Midtown Plaza; FIT4MOM NORTH INDY; September 7, 2026; 10:00 AM to 11:30 AM ; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

61 **OTHER**

62 *Resolution BPW 6-17-26-02; A Resolution of the Board of Public Works and Safety of the City*
63 *of Carmel; Heart Reach Carmel, Inc. DBA Bolt for the Heart; Donation of Seven Lifepak CR*
64 *Plus AEDS; Board Member Potasnik moved to approve. Board Member Barlow seconded.*
65 *Resolution Approved 3-0.*

66 *Request for Grant of Drainage Easement; 10732 & 10734 Park Ave - Duplex; Board Member Barlow*
67 *moved to approve. Board Member Potasnik seconded. Request Approved 3-0.*

68 *Request for Grant of Stormwater Quality Management Easement; 10732 & 10734 Park Ave - Duplex;*
69 *Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved*
70 *3-0.*

71 *Request for Consent to Encroach; 13580 Brentwood Lane; Board Member Barlow moved to*
72 *approve. Board Member Potasnik seconded. Request Approved 3-0.*

73 **ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS**

74 *Board Member Potasnik moved to Add-On Item. Board Member Barlow seconded.*
75 *Add-On Approved 3-0.*

76 ***Resolution BPW 06-17-26-03; Resolution of the City of Carmel Board of Public***
77 ***Works and Safety Approving the Appointment of Police Chief's Executive***
78 ***Assistance; Appointment of Lt Andy Zellers as Major of Planning and***
79 ***Administration; Board Member Barlow moved to approve. Board Member Potasnik***
80 ***seconded. Resolution Approved 3-0.***

81
82 *Board Member Potasnik moved to Add-On Item. Board Member Barlow seconded.*
83 *Add-On Approved 3-0.*

84 ***Request for Purchase of Goods and Services; Calumet Civil Contractors, Inc.;***
85 ***(\$1,249,000.00); 26-STR-04 Rangeline Road Improvements; Board Member Potasnik***
86 ***moved to approve. Board Member Barlow seconded. Request Approved 3-0.***

87
88 *Board Member Barlow moved to Add-On Item. Board Member Potasnik seconded. Add-On*
89 *Approved 3-0.*

90 ***Request for Consent to Encroach; 4400 W. 141st Street; Property Owners; Sergey***
91 ***Grechukhin, Corporation Counsel, briefly speaks; This is a Consent to Encroach for the 141st***
92 ***path project. It was a result of the condemnation lawsuit settlement, and we just recently***
93 ***received it with signatures from the property owners' counsel. The encroachment allows some***
94 ***trees and landscaping to remain in the area of the City's acquired right-of-way. The***
95 ***Engineering Department approved it as well. It was one of the more difficult condemnations***
96 ***we had, so we would like to file a settlement agreement as soon as possible. The Consent to***
97 ***Encroach is one of the prerequisites for filing the agreement. The agreement is that if these***
98 ***trees survive, they can remain in the right-of-way; if they die, however, we will reimburse the***

99 *property owner for their removal. We do not owe anything today, but this protects us later*
100 *down the road if we must do so.*

101
102 *Board Member Barlow moved to approve. Board Member Potasnik seconded. Request*
103 *Approved 3-0*

104
105 **ADJOURNMENT**

106 *Chairwoman Campbell adjourned the meeting at 10:22 am.*

107

108

109 **APPROVED:** _____
110 *Jacob Quinn – City Clerk*

111

112

113 _____
114 *Chairwoman Laura Campbell*

115

116

117 **ATTEST:** _____
118
119 *Jacob Quinn – City Clerk*

PRIME CONTRACT AGREEMENT

This Agreement (“**Agreement**”) is made and entered into between the City of Carmel (the “**Customer**”) and Iron Brick Associates, LLC (“**Reseller**”) effective as of _____, 2026 (the “**Effective Date**”) for the Customer’s Enterprise Resource Planning (ERP) Modernization project (“**Project**”). Customer and Reseller are hereinafter collectively referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, this Agreement is issued against Reseller’s OMNIA Partners HR, Finance and Planning contract #159124 (Region 14 ESC-TX), exclusive of Section IV “Region 14 – Terms and Conditions” (hereinafter referred to as the “OMNIA Contract”). In the event of any inconsistency between OMNIA Contract, and this Agreement, the terms of this Agreement shall control;

WHEREAS, Iron Brick is an authorized reseller of certain third-party software, platforms, and services, including those provided by Workday, Inc. (“**Workday**”), hereafter referred to as “**Partner**”;

WHEREAS, the Customer desires to procure Partner software subscriptions and related services from Reseller, as Partner’s authorized reseller, as set forth in the applicable Order Forms attached hereto;

WHEREAS, the aforementioned Partner has issued standard Order Forms, Terms of Service and End User Subscription Agreements (EUSAs) or equivalent agreements (collectively, the “**End User Agreements**”), which govern the Customer’s use of each respective Partner’s software subscription and/or related services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Scope of Services.

Subject to and conditioned on the Customer’s payment of Fees as set forth in Paragraph 2 and compliance with all applicable terms and conditions of the attached Order Forms and End User Agreements, Reseller shall provide to Customer the Partner software subscriptions and related services set forth in the Exhibits attached hereto:

Exhibit A - Workday Subscription and Training Order Form
Exhibit B – Workday Implementation Statement of Work

In the event of any inconsistency between the provisions of this Agreement and the Exhibits, the terms of the Exhibits shall control. The Exhibits shall be deemed a binding agreement between the Customer and the applicable Partner. Reseller shall coordinate the execution and order process as an intermediary, but shall not alter, amend, or override the Exhibit Order Forms or End User Agreements without the express written agreement by the applicable Partner.

The Subscription Services shall commence on the date identified in Exhibit A or as otherwise agreed to between the parties and shall be completed in accordance with the terms of the Exhibit A Order Form. The implementation SOW services shall commence on the date identified in Exhibit B or as otherwise agreed to between the parties and shall be completed in accordance with the terms of the Exhibit B Statement of Work.

2. Payment.

Customer shall pay Reseller the total contract value of: **\$5,242,345.00** (exclusive of Reimbursable Expenses) for all Services in accordance with the terms and conditions of this Agreement. The total contract value for the Services are identified below. The payment schedules are located in Exhibit A and Exhibit B. The Customer shall make payments to the Reseller within thirty (30) days from the date of Reseller's invoice.

Fee Summary

Description	Payment Amount
Workday Subscription Fees (10-year term)	\$3,239,520.00
Workday Training Fees (10-year term)	\$105,325.00
Workday Implementation Fees	\$1,897,500.00
Total Contract Value	\$5,242,345.00

The amount stated above is the entire compensation, exclusive of reimbursable expenses (which shall be invoiced separately as incurred), payable to Reseller for the Services hereunder, including all labor, materials, tools and equipment furnished by Reseller Partners.

The Customer shall reimburse Reseller for the actual and necessary out-of-pocket travel expenses ("Reimbursable Expenses") incurred by Reseller and the third-party providers in connection with the Services provided under this Agreement, including air and surface transportation, lodging, car rental, and meals. Customer shall make payments for Reimbursable Expenses, based on invoices received, for Services provided in accordance with this Agreement. Customer shall have thirty (30) days from the receipt of an invoice to pay Reseller.

3. Independent Contractor.

It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the Customer and Reseller. At all times Reseller shall be an independent contractor. Reseller acts solely as an authorized reseller and facilitator of access to the products and services identified in the attached Exhibits. Reseller does not itself provide the licensed software or hosted services or implementation services described in the attached Order Forms and End User Agreements and shall have no liability with respect to the performance or non-performance of those services by Partners.

4. Notice.

All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received: (i) if personally delivered; (ii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iii) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Reseller: Iron Brick Associates, LLC
362 Old Hollow Rd.
Sperryville, VA 22740
ATTN: Legal Counsel

Customer: City of Carmel, Indiana
One Civic Square

Carmel, IN 46032
Attn: City Clerk

5. Execution in Counterpart.

This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

6. Assignment, Governing Law.

Reseller or its Partners may, without obtaining such consent, assign this Agreement to any affiliate of such Party or to any person in connection with any sale or other transfer of the business or assets of Reseller or Partner, provided that the assignee assumes and has the ability to perform the assigning Party's duties and obligations under the Agreement. Reseller or its Partners may engage affiliates, Partners and other third parties to perform a portion of the Services. This Agreement is governed by Indiana law.

7. Consequential Damages.

Notwithstanding anything to the contrary herein, to the extent permitted by law, in no event shall either Party be liable for any loss of anticipated savings, harm to reputation, impaired goodwill or lost productivity, lost profits or revenue, diminution in value or consequential, indirect, incidental, special, punitive or exemplary damages suffered by the other Party or its Representatives arising from or related to the Agreement, regardless of the applicable legal theory of recovery or the foreseeability thereof (and whether or not such Party was advised of the possibility thereof).

8. Limitation of Liability.

IN NO EVENT SHALL IRON BRICK'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE SERVICES DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICES FROM WHICH THE CLAIM AROSE.

9. Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

10. Entire Agreement.

This Agreement, including all Exhibits and attachments, shall constitute the entire agreement and understanding between the Parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Any additional, inconsistent, or conflicting terms appearing on any purchase order, invoice, or other documentation issued by the Customer shall be null and void and have no legal effect. Changes to the Agreement may be made only in writing signed by the Parties. This Agreement shall be binding on all the Parties and their successors and assigns.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

CUSTOMER
City of Carmel

RESELLER
Iron Brick Associates, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
WORKDAY SUBSCRIPTION AND TRAINING ORDER FORM

Subscription and Training Order Form
("Order Form")

Customer Name ("Customer")	City of Carmel, IN
Reseller Partner Name ("Partner")	Iron Brick Associates LLC
Reseller Partner Principal Address	362 Old Hollow Rd, Sperryville, Virginia, 22740, United States
Workday Entity	Workday, Inc. Address: http://www.workday.com/contracting-entity-addresses
Product Terms	This Order Form is subject to and governed by Workday End User Subscription Agreement v25.5H ("EUSA") https://www.workday.com/en-us/legal/end-user-subscription-terms-and-conditions/index.html
Order Form Effective Date	The later of the dates of the parties' signatures below
Order Term	June 30, 2026 through June 29, 2036
Currency	USD
Total Fees	\$3,239,520.00

Subscription Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Reseller Agreement, invoiced upon Order Form Effective Date	\$295,854
2	Due on First anniversary of the Order Term start date	\$301,771
3	Due on Second anniversary of the Order Term start date	\$307,807
4	Due on Third anniversary of the Order Term start date	\$313,963
5	Due on Fourth anniversary of the Order Term start date	\$320,242
6	Due on Fifth anniversary of the Order Term start date	\$326,647
7	Due on Sixth anniversary of the Order Term start date	\$333,180
8	Due on Seventh anniversary of the Order Term start date	\$339,843
9	Due on Eighth anniversary of the Order Term start date	\$346,640
10	Due on Ninth anniversary of the Order Term start date	\$353,573
	Total Payment Amount	\$3,239,520.00

Training Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Reseller Agreement, invoiced upon Order Form Effective Date	\$45,250.00
2	Due on First anniversary of the Order Term start date	\$6,675.00
3	Due on Second anniversary of the Order Term start date	\$6,675.00
4	Due on Third anniversary of the Order Term start date	\$6,675.00
5	Due on Fourth anniversary of the Order Term start date	\$6,675.00

6	Due on Fifth anniversary of the Order Term start date	\$6,675.00
7	Due on Sixth anniversary of the Order Term start date	\$6,675.00
8	Due on Seventh anniversary of the Order Term start date	\$6,675.00
9	Due on Eighth anniversary of the Order Term start date	\$6,675.00
10	Due on Ninth anniversary of the Order Term start date	\$6,675.00
	Total Payment Amount	\$105,325.00

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	June 30, 2026 through June 29, 2027	\$295,854
2	June 30, 2027 through June 29, 2028	\$301,771
3	June 30, 2028 through June 29, 2029	\$307,807
4	June 30, 2029 through June 29, 2030	\$313,963
5	June 30, 2030 through June 29, 2031	\$320,242
6	June 30, 2031 through June 29, 2032	\$326,647
7	June 30, 2032 through June 29, 2033	\$333,180
8	June 30, 2033 through June 29, 2034	\$339,843
9	June 30, 2034 through June 29, 2035	\$346,640
10	June 30, 2035 through June 29, 2036	\$353,573
	Total Subscription Fee	\$3,239,519.00

For the avoidance of doubt, the Payment Schedule Table(s) will be used for invoicing purposes. The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Order Term, any increases due to CPI (also defined below) are waived.

This Order Form is subject to and governed by the EUSA. In the event of a conflict, the provisions of this Order Form take precedence over the EUSA. All remittance advice and invoice inquiries shall be directed to accounting@ironbrick.com.

1. Renewal.

Partner may renew all Services on this Order Form for a five-year Renewal Term (“**First Renewal Term**”) based on a one-time increase of 8%. The one-time Renewal Increase will be calculated based on the final Subscription Period Fees listed in the Subscription Fees Table (“**Base Subscription Fee**”). If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Expansion Rate(s) for the Renewal Term shall be increased by the same percentage as the Annual Renewal Increase. This Renewal option is valid only if Partner’s Base Subscription Fee for the Renewal Term is equal to or greater than the Base Subscription Fee defined herein and Partner renews all Subscription Services included in this Order Form plus the Base Subscription Fee in any subsequent purchase of any additional SKUs purchased during this Order Term. Annual Renewal Subscription Fees exclude fees for any additional Subscription Rights purchased at the time of renewal. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term.

Renewal Table- First Renewal Term

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee + 8% year over year increase
2nd year of Renewal Term	Previous Year Subscription Fee
3rd year of Renewal Term	Previous Year Subscription Fee
4th year of Renewal Term	Previous Year Subscription Fee
5th year of Renewal Term	Previous Year Subscription Fee

Following the First Renewal Term, Partner may renew all Services on this Order Form for a single five-year Renewal Term (“**Second Renewal Term**”) based on a one-time increase of 8%. The one-time Renewal Increase will be calculated based on the final Subscription Period Fees listed in the Subscription Fees Table in the First Renewal Term (“**Base Subscription Fee of First Renewal Term**”). If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Expansion Rate(s) for the Renewal Term shall be increased by the same percentage as the Annual Renewal Increase. This Renewal option is valid only if Partner’s Base Subscription Fee for the Renewal Term is equal to or greater than the Base Subscription Fee defined herein and Partner renews all Subscription Services included in this Order Form plus the Base Subscription Fee in any subsequent purchase of any additional SKUs purchased during this Order Term. Annual Renewal Subscription Fees exclude fees for any additional Subscription Rights purchased at the time of renewal. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term.

Renewal Table- Second Renewal Term

Renewal Term Years	Annual Renewal Subscription Fees
6th year of Renewal Term	Base Subscription Fee of First Renewal Term + 8% year over year increase
7th year of Renewal Term	Previous Year Subscription Fee
8th year of Renewal Term	Previous Year Subscription Fee
9th year of Renewal Term	Previous Year Subscription Fee
10th year of Renewal Term	Previous Year Subscription Fee

2. Additional Definitions (as applicable).

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.

3. Growth and Expansion Fees.

Customer is responsible for ensuring the Growth and Expansion reporting processes described in the attached Customer Order Addendum are followed by the Customer. The fees due from Customer to IronBrick resulting from the Customer’s growth and expansion will be determined as set forth in this section and will be documented in an additional Order Form, Subscription Growth Acknowledgement or other

ordering document (“Ordering Document”) to be executed by both Customer and IronBrick. Such Ordering Document must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined above), at which time the Reporting obligation will be incorporated into the Renewal Term.

Customer’s specific Service SKUs, Annual Subscription Rights, and associated entitlements are detailed, as applicable, in the Subscription Rights Table and Additional Metric Count Table found in the Customer Order Addendum.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	676	100.0%	676
Part-Time Employees	75	25.0%	19
Associates	25	12.5%	4
Former Workers with Access	80	2.5%	3
Total FSE Count:	856		701

FSE Expansion Subscription Fees Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	\$317.62
LDPTT	\$33.86
LDPUSP	\$55.86
LDPHCM	\$90.23
LDPBEN	\$28.53

b. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer’s full annual entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPTT	Unlimited Tracked Worker-Months	\$8,660.00

In addition to the obligations set forth above, if Iron Brick provides an Ordering Document regarding fees for excess Subscription Rights during the Order Term, the customer will execute such Ordering Document and pay the applicable fees.

Resale Transaction Partner Contact Information

	Billing, In Care of <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Subscriptions Contact <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name		
Street Address City/Town, State/Region/County, Zip/Post Code, Country	1 Civic Sq Carmel Indiana 46032 United States	1 Civic Sq Carmel Indiana 46032 United States
Phone/Fax #		
Email (required)		

Customer hereby attests and certifies that it has entered into a legally binding and fully executed subscription agreement, purchase order, or other definitive purchasing arrangement ("**End-User Agreement**") with IronBrick for the subscription of certain Workday Service(s) and offerings

IN WITNESS WHEREOF, this Order Form is entered into as of the Order Form Effective Date.

City of Carmel, IN
Iron Brick Associates LLC

 Signature

 Signature

 Name

 Name

 Title

 Title

 Date Signed

 Date Signed

CUSTOMER ORDER ADDENDUM

Reseller Name	Iron Brick Associates LLC
Customer Name	City of Carmel, IN
Customer Address	1 Civic Sq, Carmel, Indiana, 46032, United States
Customer Order Term	June 30, 2026 through June 29, 2036
Tenant (or Instance as applicable) Base Name <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	carmel

Service SKUs identified in the Workday Service SKU Descriptions Addendum below are subject to the Product Terms for the applicable Product Line available at <https://www.workday.com/en-us/legal/end-user-subscription-terms-and-conditions/index.html?tab=Product-Terms>, which are incorporated herein by reference and for which Workday will provide notice of updates by posting updated versions. Any Service SKU described in this Customer Order Addendum is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. Use of the Services is subject to the EUSA. “End User Subscription Agreement (EUSA)” means the End User Subscription Agreement located at <https://www.workday.com/content/dam/web/en-us/documents/legal/workday-end-user-agreement.pdf>.

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“**Downloadable Components**”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Form Effective Date, there is no value attributed to any of the Downloadable Components.

Non-Generally Available Functionality

The Rate Card may include functionality that is not generally available. Such functionality is still in the design phase and in Workday’s sole discretion is subject to change or removal at any time and may never be made available to Customer for use.

Flex Credits are available only to customers on the EUSA. By utilizing any available Workday Agents or Platform Capabilities identified in the Rate Card, Customer agrees to the applicable Product Terms.

Flex Credit Policy and Rate Card

Customer agrees to the Flex Credit and Platform Entitlement Policy available at: <https://www.workday.com/content/dam/web/en-us/documents/legal/the-policy-v259.pdf>

Customer may redeem Flex Credits using the Rate Card available at: <https://www.workday.com/content/dam/web/en-us/documents/legal/flex-credits-rate-card-v262.pdf>

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise (incl. Former Workers with Access)
LDPBEN	Benefits - LDP	FSE*	Full Enterprise

LDPCIBH	Carrier Integrations by Benefit Harbor	FSE*	Full Enterprise
LDPUSP* *	Payroll for United States - LDP	FSE*	United States-based Employees
LDPREC	Recruiting - LDP	FSE*	Full Enterprise
LDPTLO	Talent Optimization - LDP	FSE*	Full Enterprise
LDPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPPLNF	Financial Planning - LDP	FSE*	Full Enterprise
LDPTT	Time Tracking - LDP	FSE*	Police & Fire with up to 2,200 Tracked Worker-Months
LDPAM	Absence Management - LDP	FSE*	Full Enterprise
LDPEXP	Expenses - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	FSE*	Full Enterprise

*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

**The number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM minus Former Workers with Access.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise (incl. Former Workers with Access)	701
Full Enterprise	699
United States-based employees	699
Police & Fire	351

Named Support Contacts Table

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Contact Information for Customer

	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Security Contact <i>The Named Support Contact responsible for receiving security notifications.</i>
Contact Name		
Street Address City/Town, State/Region/County, Zip/Post Code, Country		
Phone/Fax #		
Email (required)		

1. General.

Unless otherwise defined herein, capitalized terms used in this Customer Order Addendum have the same meaning as set forth in the EUSA. Customer’s subscription rights are based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Notwithstanding the foregoing, Workday Flex Credits are subject to the Flex Credit Reporting Obligation in the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	676	100.0%	676
Part-Time Employees	75	25.0%	19
Associates	25	12.5%	4
Former Workers with Access	80	2.5%	3
Total FSE Count:	856		701

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

3. Additional Metric Definition(s).

Additional Metric Definition Table.

	Metric	Definition
LDPTT	Tracked Worker-Months	A calendar month with time entered for a worker, regardless of the number of time entries during the month for that worker. Each unique month and worker combination will be counted.

4. Growth and Expansion Reporting.

A. Annual Reporting Obligation.

Customer will report to Reseller no earlier than 90 days and no later than 60 days (“**Annual Reporting Period**”) based on the number of Active FSE Worker Records and Additional Metrics provided herein, as applicable, as of 90 days (“**Count Date**”) prior to each anniversary of the Order Term start date. If the Annual Reporting Obligation shows amounts higher than those stated in this Customer Order Addendum, the Annual Subscription Rights in the Subscription Rights Table will be adjusted upward for the remainder of the Order Term. Customer may contact IronBrick with Growth and Expansion Reporting at subscriptions@ironbrick.com.

B. Flex Credit Reporting Obligation.

In addition to the obligations set forth above, if Reseller provides an Ordering Document to document any additional fees due for any use in excess of the entitlement in the Flex Credit and Platform Entitlement Policy, Customer will execute such Ordering Document and pay the applicable fees based on the rates in the then-current Rate Card.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the on-boarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Carrier Integrations by Benefit Harbor	Human Capital Management	Carrier Integrations by Benefit Harbor allows organizations to send benefit data to a broad network of carriers, eliminating the need to build individual integrations and enabling seamless carrier changes.
Payroll for United States - LDP	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Recruiting - LDP	Talent Management	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Talent Optimization - LDP	Talent Management	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.
Core Financials - LDP	Financial Management	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card.
Financial Planning - LDP	Adaptive Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Time Tracking - LDP	Workforce Management	Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, and configurable calculation rules.
Absence Management - LDP	Workforce Management	Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set

		up and administration of time off plans, and whether time off can be requested directly by the employee. Absence Management enables the viewing of time off plan balances including projections.
Expenses - LDP	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.
Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services, maintain purchase items and catalogs, and create receipt accruals for approved but not yet invoiced receipts. Workday Procurement also includes the functionality to manage suppliers and related transactional activity on the following document types, such as supplier contracts, requisitions, purchase and change orders, and receipts.

TRAINING ADDENDUM

Customer Name	City of Carmel, IN
Reseller Partner Name ("Partner")	Iron Brick Associates LLC
Training Terms	The Training Addendum is subject to the Training Terms located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html , which are incorporated herein by reference.
Training Subscription Term	June 30, 2026 through June 29, 2036
Training Credit Order Term	18 Months from the Order Form Effective Date

SKU	Training Offering	Quantity
TC	Training Credits	51
AK	Adoption Kit	1
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	1
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	1
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	1
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	1

Training Credit Bulk Purchase Rates.

The following rates apply to the bulk purchases of Training Credits made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD \$800
11-25	USD \$760
26-50	USD \$735
51-75	USD \$710
76-100	USD \$685
101-249	USD \$660
250+	USD \$620

With respect to the Training Terms only, in the event of a conflict between the terms of the EUSA, the main body of the Order Form, this Training Addendum, and the Training Terms, the order of precedence is this (i) Training Addendum, (ii) the main body of the Order Form, (iii) the Training Terms, and (iv) the EUSA.

EXHIBIT B
WORKDAY IMPLEMENTATION STATEMENT OF WORK (SOW)

This Exhibit contains Workday commercial confidential information that is provided to assess entering a contractual relationship with Workday and is subject to the Non-Disclosure Agreement (NDA) available at www.workday.com/customer-nda.

Reseller Name	Iron Brick Associates, LLC (“Reseller”)
Customer Name	City of Carmel, IN (“Customer”)
Workday Entity Name	Workday, Inc. ("Workday") Address: https://www.workday.com/content/dam/web/en-us/documents/legal/contracting-entity-addresses.pdf
Professional Services Agreement	https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html?tab=professional-services
SOW Effective Date	The later of the dates beneath the parties' signatures below
Currency	\$1,897,500.00
Project Name	City of Carmel Launch Flex Platform Workday Implementation (“Project”)

Customer Contact Information	Customer Billing Contact	Customer Project Contact
Contact Name		Zac Jackson
Street Address City, State Zip Code Country		Carmel City Hall One Civic Square Carmel, IN 46032 USA
Phone		317-819-7280
Email (Required)		zjackson@carmel.in.gov

Primary Location(s) for Onsite Work (if applicable)	
Street Address City, State Zip Code Country	Carmel City Hall One Civic Square Carmel, IN 46032 USA

Ship-To Address	
Street Address City, State Zip Code Country	Carmel City Hall One Civic Square Carmel, IN 46032 USA

Invoice Table

Invoice Number	Invoice Date	Invoice Total
Payment 1	SOW Effective Date	\$379,500.00
Payment 2	July 31, 2026	\$379,500.00
Payment 3	October 30, 2026	\$379,500.00
Payment 4	January 29, 2027	\$379,500.00
Payment 5	March 31, 2027	\$379,500.00
Total Professional Services Fees*		\$1,897,500.00

*Does not include T&E.

Terms Applicable to Statement of Work ("Terms")*	Type
Launch Flex SOW Program Terms	Attached Terms
Data Transformation Professional Services	Attached Terms
Professional Services Scope ("SOW Scope")	Attached Terms

* Some Terms also may be referred to as an "Appendix" to the SOW.

The offer set forth in this SOW is valid only through June 30, 2026. If this SOW is not executed by the parties on or before that date, IronBrick and Workday have the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the Prime Contract Agreement is executed by both parties. Capitalized terms used in this SOW and applicable Terms have the same meaning as set forth herein or in the Professional Services Agreement (the "PSA"), as applicable.

This SOW is issued under the terms of the Iron Brick Prime Contract Agreement and the Professional Services Agreement.

Launch Flex SOW Program Terms

1. Launch Flex SOW Program.

1.1 Overview. The Launch Flex SOW Program (the “**Program**”) is a prescribed program of Professional Services using Workday’s standard deployment methodology, including Workday’s business process framework, systems, tools, security roles, and other attributes. A description of the Project stages is provided in the SOW Reference Guide. These Launch Flex SOW Program Terms summarize the Program terms and are subject to the order of precedence set forth in the Signature Document, as applicable. The parties’ respective obligations and the Professional Services Fees are based on the terms of the Program and the SOW.

1.2 Changes. The SOW describes the Professional Services that Workday will perform for Customer under the Program. Workday has no obligation to perform any services that are not expressly described in the SOW unless the parties enter into a Change Order. Each Change Order is incorporated into the SOW upon execution.

1.3 Order of Priority. The Exhibit B Workday Implementation Statement of Work is governed by the terms of the PSA and the Terms Applicable to Statement of Work. In the event of a conflict among the terms, the order of precedence is: (a) the SOW Scope Terms; (b) the Launch Flex SOW Program Terms, and (c) the PSA.

2. Program Methodology.

2.1 Performance. Each party will timely provide knowledgeable resources to complete Program obligations and will use commercially reasonable efforts to meet its respective obligations in the SOW. Workday will perform the Professional Services remotely (unless expressly agreed by the parties in writing) during common business hours in the locations where such services are performed, except as mutually agreed by the parties and excluding holidays as observed or permitted to be observed by either party.

2.2 Customer Requirements. Customer is solely responsible to determine if the Professional Services as set forth in the SOW satisfy Customer’s business, legal, security, and other requirements and compliance obligations.

2.3 Project Governance. Each party will assign a Project Manager to manage the Project. Either party may escalate issues that are not timely resolved by the Project teams to Customer’s Project Manager and Workday’s Engagement Manager then, if not resolved, to the Steering Committee.

2.4 Steering Committee. The Steering Committee will include, as applicable to the Project, the Customer Executive Sponsor, Customer Project Manager, Iron Brick/Workday Executive Sponsor, Workday Project Director or Engagement Manager, and Workday PMO Executive (if Workday PMO Services are in scope). The Steering Committee is empowered to resolve issues that are not resolved at the Project level and will meet on a regular basis. In addition, the Steering Committee will drive alignment with business objectives; monitor Project financials, timeline, and resource staffing; review and provide guidance for risk mitigation plans; and review and approve Change Orders or authorize other actions to timely resolve Project escalations.

2.5 Project Roles. Descriptions of the Project roles are located in the SOW Reference Guide. Depending on the Project, some roles may not apply and multiple roles may be fulfilled by a single resource.

2.6 Single Sign-On. If required, Customer will complete and enable single sign-on (“SSO”) connections from Customer’s existing system(s) to the Service before Project start.

2.7 Processing and Security of Personal Data. If Customer did not sign Workday’s Universal Security Exhibit, “**Security Exhibit**” will mean the Universal Security Exhibit on the Workday Terms Webpage, which will apply to the SOW. If Customer did not sign Workday’s Universal Data Processing Exhibit, “**DPE**” will mean the Universal Data Processing Exhibit on the Workday Terms Webpage, which will apply to the processing of Personal Data under the SOW.

2.8 Data Transfers. The parties will use a File Transfer Server to load Professional Services Data into and retrieve Professional Services Data from the Service.

2.9 Legacy Data Conversion. Customer will extract data from its legacy systems, vendors, and/or applications in scope and correct and/or remove inaccurate, duplicate, or irrelevant records. With Workday guidance, Customer will populate the extracted and cleaned data into the Workday’s data conversion template, load the data into the File Transfer Server or Instance, and verify the completeness and accuracy of the data. Workday will assist Customer to identify issues within extracted data located in the File Transfer Server or Instance. Customer will resolve all issues related to the extracted data. Workday will rely on the data verified or corrected by Customer.

2.10 Rights to Use. Prior to providing (or making available) any data, information, or material to Workday, Customer will have obtained the rights for Workday to use Customer Content and other Customer-provided data, information, and/or material as appropriate for Workday to perform its obligations under the SOW.

2.11 Standard Business Process Framework. The SOW is based on all of Customer’s organizations in scope, including manager and employee self-service users, using a standardized business process framework. Workday will use its preconfigured processes as a starting point for all process configuration.

2.12 Customer Systems. Use of any Customer-provided or -required systems, tools, and/or devices (collectively, “**Customer Systems**”) is subject to Workday’s internal review and written approval, which may be withheld in Workday’s sole discretion for security and other reasons, except to the extent required by Law. If Workday’s use of Customer Systems results in changes to the scope of work, schedule, and/or fees, the parties will execute a Change Order and/or an amendment to Customer’s PSA. Workday does not test, monitor, or control Customer Systems and therefore cannot comply with certain of Workday’s data processing and security obligations to the extent it uses such systems.

2.13 Instance/Tenant Refresh. If Customer authorizes Instance or Tenant refreshes, the refreshes are performed automatically and may erase work stored therein. Customer will not request refreshes for Instances and Tenants used for the SOW without the prior written approval of the Workday Engagement Manager for the SOW. Workday is not responsible for any work lost due to an Instance/Tenant refresh.

2.14 Testing, Security Requirements. Customer will create and implement any required test strategy and user test scenarios and for completing hands-on testing activities and validations. Customer is responsible for all security configuration compliance and should thoroughly test using diverse personas for user access and visibility. Customer is solely responsible for understanding the effects of the Professional Services (including configuration changes) on Customer’s security requirements and for satisfying such requirements.

2.15 Post-Production. Customer will create, deploy, and maintain a Production support model, including defined roles, responsibilities, and processes, for use of the Service following the move to Production.

Customer will undertake responsibility for functional and technical configurations of the Service from the Production Date.

2.16 Subcontractors. Workday is permitted to subcontract to any of the subprocessors on Workday's website (<https://www.workday.com/en-us/legal/subprocessors.html>) as Subprocessors for Professional Services (each, a "**Subcontractor**"). Workday is permitted to provide SOW information to the applicable Subcontractor(s) to enable them to perform Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

2.17 Project Collaboration Tools. To facilitate communication and testing, the parties may input limited data, screenshots, or other content from Customer's Instance or File Transfer Server into third-party project management or collaboration tools (e.g., Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Customer Content.

2.18 Documentation and Recording. Workday is not required to document the results of, or record, any sessions or calls that occur during the SOW Term. Subject to Customer's compliance with applicable law, prior to a call or session, Customer may state its intention to record the call or session, in which cases Customer must provide the platform for the call and recording. Notwithstanding the foregoing, if Customer is subject to any form of public records requirements (e.g., Sunshine Acts, Open Records Acts, Freedom of Information Acts), Customer will not record any session or call hereunder. All recordings are subject to the confidentiality and nondisclosure terms of the PSA and may be used by Customer solely for its internal business purposes. A copy of any recording will be provided to Workday upon request. Any Confidential Information contained in a recording remains the exclusive property of the applicable party. No recording is a Deliverable or will modify or amend the SOW or any other agreement between the parties.

2.19 Training. All training provided or made available by Workday under the SOW is subject to Training Terms.

2.20 Change Order Process. If either party desires to change the terms of the SOW, the parties will first discuss and scope the proposed change. If the parties mutually agree to the change, Iron Brick will provide to Customer a Change Order containing the agreed terms. Change Orders will be valid for fifteen (15) business days (unless extended by Iron Brick in writing) from the date Iron Brick provides the Change Order to Customer and will automatically expire if not executed by Customer within that period. Neither party will have any obligation to perform any change until they enter into a Change Order. Change Orders that include modified fees will be subject to a separate payment described in the Change Order.

2.21 Delays. Delays in a party's performance may delay the other party's performance. Each party will continue to timely perform its non-delayed obligations to the extent reasonable. Delays caused by incorrect or incomplete Customer-provided information or Customer's failure to timely meet obligations may result in schedule delays and/or other impacts to the Project scope and fees. A delay or failure of a party to meet its obligations may result in a pause in performance until the parties have reached mutual agreement and re-engaged necessary resources.

2.22 Exclusions; T&E. Without limiting the generality of clause 1.2, the SOW does not include any of the following, except to the extent expressly set forth in the SOW (including any Change Order): (a) any updates, changes, or modifications to a non-Workday system or environment; (b) any fit-gap, deep-dive, or legal review or analysis of Customer's business or compliance requirements or existing systems; (c) resolution of issues arising from data as extracted from Customer's data sources or legacy systems; (d) Instances; (e) modification of Workday's security roles, pre-configurations, or business process framework

or use of any of the foregoing for less than Customer's organization in scope; (f) more than one standard workflow per business process in each functional area; (g) more than one standard business process framework for all countries in scope; (h) customization of any configured localization country attributes (e.g., currency, ethnicity, visa types); (i) change management services; (j) test script support; (k) training solutions for languages; (l) training or credits that can be applied to purchase training; (m) changes related to the platform or systems of Customer and/or its vendors and suppliers, except with respect to Workday-supported integrations; (n) access Customer or third party source systems or requests for data from third parties; or (o) travel or T&E, unless mutually agreed by the parties in writing (email is sufficient). T&E is not included in the Professional Services Fees. Workday will invoice Customer for T&E on a monthly basis as incurred.

3. Project Scope. The details of the Project and SOW scope are further described in the SOW Scope. Some of the following terms apply only if the associated activity is described in the SOW Scope.

3.1 Employee Counts. “**Employee Count**” means the aggregate number of Customer's active employees, retired employees, terminated employees, and contingent workers set forth in the SOW Scope, if applicable. Any change to the Employee Count under the SOW does not modify any Employee Count for purposes of the MSA.

3.2 Countries in Scope, Languages, and Localizations. All countries, languages, and localizations in scope are listed in the SOW Scope. Unless expressly set forth in the SOW Scope or a Change Order.

a. **Performance.** Workday will perform the Professional Services and provide all Deliverables, communications, and templates in the English language, without translation. For deployments performed on a wave basis, the Service will first be deployed (wave 1) in English. Any additional languages in scope will be deployed as provided in the SOW Scope. Customer is responsible for all translations and verifying the accuracy.

b. **Supported Elements.** To the extent supported for in-scope countries by the current commercially available Service release, Workday will make available to Customer predefined (i) country formats, (ii) communications profiles/name and address formats, and (iii) localizations.

c. **Language Requirements.** Customer is responsible for the following obligations: (i) delivering the language strategy outlining which objects will be translated to which languages by the end of prototype 1 testing; (ii) delivering translations for those objects in Workday's template format and to update end-to-end testing scripts or cases, plans, and resources to support those translations. Workday will load translations as delivered; (iii) define the approach for regional business requirements, data gathering, and documentation of requirements for processes augmentation in alignment with the Project timeline.

3.3 Post-Production Support. If specified in the SOW, Workday will provide Post-Production Support during the Post-Production Support Period. Post-Production activities will vary based on the Project scope.

4. Reporting.

4.1 Reports, Report Types. *This clause applies only when reporting activities are expressly included in the SOW Scope.* The parties will configure, test, and deploy Customer-defined custom reports based on Workday's standard report types as provided in the SOW Scope. Custom reports are those that require custom development. A description of Workday's report types is provided in the SOW Reference Guide.

4.2 Custom Reports in Scope. If custom reports are in scope, Customer will complete all Workday-required training for creating custom reports to be built before the Architect & Configure stage commences

and provide a prioritized list of custom reports to be created, a mapping of Customer's reporting requirements against Workday's standard reporting catalog, and sufficient report design specifications. Workday will facilitate working sessions to capture additional detail for report development, if in scope; collaborate with Customer to determine the list of report Deliverables and activities for which Workday is the Responsible Party; configure the report; and test the configuration. Customer will perform its required testing. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to the move to Production. Workday will support deployment of custom reports in scope, reasonably assist Customer in activities where Customer is the Responsible Party, and conduct reasonable knowledge transfer activities to enable Customer self-sufficiency.

4.3 Reporting Limitations. Reports are limited to the available report data sources, data source filters, business objects, delivered report fields, custom objects and fields, and calculated fields. Reports are further limited to the availability of historical data that has been converted and migrated into the Instance.

4.4 Reporting Complexities Definitions. This clause applies only to deployments for state and local governments and institutions of higher education.

Complexity	Description
Low	Advanced or Matrix Report with up to five (5) calculated fields.
Moderate	Advanced or Matrix Report with up to ten (10) calculated fields.
High	Advanced or Matrix Report with up to twenty (20) calculated fields. Composite Report with one (1) data source.
Very High	Advanced or Matrix Report with up greater than twenty (20) calculated fields. Composite Report with two (2) or more data sources and up to ten (10) instances of row-defined or cell-defined data.

5. Integrations and Connectors. *This clause applies only when integrations or connectors are expressly included in the SOW Scope.*

5.1 Integrations in Scope. All integrations and connectors in scope for the SOW, if any, are listed in the SOW Scope. Each Workday-provided integration will be a delivery of one file to one endpoint.

5.2 Integration Classifications.

“Workday Integration Templates” are Workday-provided integration template tools that are used by Workday and may be licensed and used by Customer and third parties to create connectors and/or integrations to the Workday Service.

“Configured Integrations” are configured Workday Integration Templates that are deployed into an Instance and licensed to customers for use with the Workday Service. Configured Integrations require only configuration to deploy. A customized Configured Integration or Workday Integration Template becomes part of a Developed Integration.

“Developed Integrations” describes all other integrations, including any Custom Integrations. Developed Integrations also include solutions or connectors available that interact with the Workday Service platform (e.g., by direct connection to Customer's Instance public API, as pre-built integrations), using such parties' own tools or Workday's Integration Template(s).

5.3 Integration Support.

a. Configured Integrations and Workday Integration Templates. Workday supports Configured Integrations and Workday Integration Templates under Workday Production Support; provided that Workday may modify or discontinue Configured Integrations and Workday Integration Templates from time to time. Customer may continue to use unmodified or discontinued versions without Workday support. The SLA and Service Level Credits do not apply to Configured Integrations or to Workday Integration Templates because Workday's reliance on the third party system with which each interfaces. If Customer uses or develops any connector or integration that incorporates a Workday Integration Template, Workday will support the Workday Integration Template only, and the remainder of the connector or integration is a Developed Integration that must be supported by Customer or a third party.

b. Developed Integrations. Developed Integrations are neither part of the Workday Service nor supported by Workday. Customer is responsible for designing, developing, and deploying all Developed Integrations, except to the extent expressly set forth in the SOW. Customer will support all Developed Integrations.

5.4 Integration Testing and Deployment.

a. This clause does not apply to Customers that subscribed to Workday Adaptive Planning-only and to no other Workday Service. Customer will provide an SFTP server or an appropriate endpoint for integration or connector file exchange during the Project. Customer will attend and complete Workday's required integration training prior to the commencement of the Architect & Configure stage.

b. The parties may initially determine that a Configured Integration may be used for the Project without modification. However, if the Configured Integration does not meet Project requirements specified in the SOW, the parties may be required to deploy a Developed Integration instead, per a Change Order.

c. Customer will test all integrations, regardless of type. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to the move to Production. Customer is responsible for resolving issues arising from Customer-provided Custom Integrations and other integrations and connectors, other than a Workday Integration Template, Workday-developed Custom Integration, or Workday-provided integration. If an issue (other than a data-related issue) arising from a Workday Integration Template, Workday-developed Custom Integration, or Workday-provided integration is identified during testing, Workday will use reasonable efforts to resolve it as provided in the Professional Services Warranty of the PSA. Customer is responsible for any required data clean-up based on connector or integration field requirements.

d. Customer undertakes operational and configuration responsibility for all integrations as of the Production Date, including monitoring, troubleshooting, and deploying and testing updates, except for Workday's obligations to support Configured Integrations and Workday Integration Templates as expressly provided in these Terms.

6. Definitions. Capitalized terms used in the SOW have the respective meanings applied to such terms in the MSA, DPE, or PSA, as applicable. The following definitions apply to the SOW.

"Covered Data," if not defined in the DPE, means (i) Customer Content or (ii) Professional Services Data.

"Custom Integration" means any integration or interface between any third party application or service provider and the Service that are developed by (a) Customer or a third party acting on Customer's behalf

pursuant to a separate third party agreement (“**Customer-provided Custom Integration**”), or (2) Workday pursuant to a SOW (a “**Workday-developed Custom Integration**”). Custom Integrations are deployed, maintained, and supported by Customer and are not part of the Service.

“**Customer Content**”, if not defined in the DPE, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

“**Change Order**,” means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

“**Dependent Project**” means any Customer project or initiative, including any outstanding request for information/proposal/quotation, merger, acquisition, or other project or initiative that may impact or be impacted by the Workday deployment.

“**Extended Design**,” if in scope, includes design, testing, and knowledge transfer sessions that will identify and validate configuration decisions addressing Customer’s specific requirements. Where configuration impacts multiple functional and/or technical (integration, data conversion, or reporting) areas, the Customer and Workday teams will hold cross functional sessions.

“**File Transfer Server**” means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

“**Including**” (regardless of capitalization) means including, without limitation.

“**Post-Production Support**” means the support provided by Workday deployment team members that supplements Workday Production Support and may include reasonable assistance, guidance, knowledge transfer, close-out activities, issue assistance and escalation, and/or other activities specified in the SOW.

“**Post-Production Support Period**” means the period (if any) specified in the SOW that begins at Production and during which Workday provides Post-Production Support.

“**Production Date**” means the actual date on which the deployed Service is first in Production.

“**Project Plan**” means the mutually agreed written plan provided by Workday to Customer outlining the deployment steps and timeline of the Project, as may be updated from time to time by mutual agreement of the parties.

“**RAID**” means the Risk Action Issue Decision log for the Project.

“**Responsible Party**” is the party primarily responsible for providing the deliverable and coordinating contributions from the Supporting Party.

“**Supporting Party**” or “**Secondary Responsible Party**” is the party responsible for providing information and/or assistance to enable the Responsible Party to complete a deliverable (e.g., guidance, templates, instructions, expertise, data).

“**Service**,” as used in the SOW, means a Service identified in the SOW Scope with respect to which Workday will perform Professional Services under the SOW (e.g., HCM, Financials, Peakon Employee

Voice, Workday Adaptive Planning, Workday Strategic Sourcing, Evisort Contract Lifecycle Management, HiredScore, VNDLY).

“**SOW Reference Guide**” is currently located in Workday Community and provides reference material designed to help Customer understand certain terms and processes described in the SOW; provided however, that notwithstanding any provision in the SOW or other agreement between the parties to the contrary, the SOW Reference Guide does not form any part of the SOW.

“**Tailored Design**,” if in scope, includes multiple sequenced design, testing and knowledge transfer sessions, to identify design elements, along with adjustments required to align with the Project scope and Customer’s complexity. Where configuration impacts multiple functional and/or technical (integration, data conversion, or reporting) areas, the Customer and Workday teams will hold cross functional sessions.

“**Target Production Date**” (also “**Target Go-Live Date**”) means the date in the Project Plan on which the deployed Service is targeted to be in Production.

“**T&E**” means travel, lodging, and related expenses reasonably incurred by Workday for mutually agreed travel for the SOW.

“**Tenant**” is a type of Instance.

“**Training Terms**” means Workday’s Training Terms currently located at <https://www.workday.com/en-us/legal/end-user-subscription-terms-and-conditions/index.html> .

Professional Services Scope
(SOW Scope)

1. Countries in Scope.

Functional Scope Summary by Country Table

Product	United States
Absence	Yes
Accounting and Finance	Yes
Accounts Payable	Yes
Accounts Receivable	Yes
Asset Management	Yes
Benefits	Yes
Budgetary Controls	Yes
Cash Management	Yes
Core Human Capital Management	Yes
Expenses	Yes
Financial Planning	Yes
Foundation	Yes
Payroll for the United States	Yes
Procurement	Yes
Talent Acquisition	Yes
Time Tracking	Yes

2. Project Timeline. The expected time required to complete these Deliverables is expected to be 49 weeks (excluding freeze weeks, which are mutually agreed freeze periods in which no effort from Workday is required) between the expected start date of June 1, 2026 and a Target Production Date of Mar 29, 2027, plus Post-Production Support, if any, as described below.

Platform (HCM, Payroll, Financials)

Timeline Assumptions	Plan	Architect & Configure	Test	Deploy	Post Prod	Plan-Deploy	Weeks
Final Project Timeline	9	17	13	4	6	43	49
Start	Jun 1, 2026	Aug 3, 2026	Nov 30, 2026	Mar 1, 2027	Mar 29, 2027		
End	Aug 3, 2026	Nov 30, 2026	Mar 1, 2027	Mar 29, 2027	May 10, 2027		

Financial Planning

Timeline Assumptions	Plan	Architect & Configure	Test	Deploy	Post Prod	Plan-Deploy	Weeks
Final Project Timeline	4	9	5	2	2	20	22
Start	Nov 30, 2026	Dec 28, 2026	March 1, 2027	April 5, 2027	April 19, 2027		
End	Dec 28, 2026	March 1, 2027	April 5, 2027	April 19, 2027	May 3, 2027		

3. Deployment Plan.

Countries / Segment Included	Scope	Number of Employees
USA	All Products listed in functional scope table	720 FSE

4. Project Activities and Scope.

- Project Activities.

a. Workday will convert current records for all active and terminated Customer employees for the current calendar year.

Activity	Output	Responsible Party	Supporting Party
Orient Customer, review scope and establish the Project tools and environment	- Customer Roles identified - Welcome to Workday Onboarding Activities Completed - Connectivity and Systems Access Established - Foundation Instance/Tenant Build	Workday	Customer
Foundation Data Model (“FDM”) (Workday)	Analyze Customer’s current “legacy” foundation data model, make recommendations to define future foundation data model, and load the agreed FDM into the assembled Instance/Tenant	Workday	Customer
Complete training to support the Project	Customer Training	Customer	
Develop Project Plan and Instance/Tenant and Instance management plan(s) and begin Project work streams including reporting, integration, testing, and data conversion	Project Plan and Project Kickoff	Workday	Customer
Vendor Engagement	Advise all impacted system integration vendors of the following: - Project timeline - Gather vendor contact information - Communicate the need for detailed integration design sessions	Customer Project Manager	Customer Leads
Gather, clean, and upload Professional Services Data to the File Transfer Server.	Professional Services Data	Customer	Customer Leads
Build Foundation Instance/Tenant (Workday)	Foundation Instance/Tenant	Workday	
Plan stage Completion	Stage completion confirmation	Workday	Customer

Activity	Output	Responsible Party	Supporting Party
Conduct Architect Sessions (Workday)	Updated Foundation Instance/Tenant	Workday	Customer
Document Planning Business Requirements and Data Mapping by modifying Workday provided standard templates.	Completed Customer Information Workbook	Customer	Workday
Conduct the Requirement Workshops (Workday Adaptive Planning)	Solution Blueprint	Workday	Customer
Conduct Customer Confirmation Sessions (Workday)	Updated Foundation Instance/Tenant	Workday	Customer
Conduct Customer Confirmations Sessions (Workday Adaptive Planning)	Provide up to 2 iterations of building, modeling, and validating the solution	Workday	Customer
Validate configurations and Professional Services Data	Customer Test Scenarios and Issues Log	Customer	
Develop integrations	Integration Build	Workday	Customer
Provide an updated set of Professional Services Data	Professional Services Data	Customer	
Develop User Readiness Plan (Workday)	User Readiness Plan	Customer	
Customer creates test scenarios to meet its specific business requirements by modifying sample Workday test scenarios	Customer Test Scenarios	Customer	
Build End to End Instance/Tenant (Workday)	End to End Instance/Tenant	Workday	
Architect & Configure stage Completion	Stage completion confirmation	Workday	Customer
Testing	Testing and move to Production Checklist Sign-off	Customer	
Conduct Parallel Testing	Parallel Testing	Customer	
Plan for cutover from legacy system	Cutover plan	Customer	Workday

Activity	Output	Responsible Party	Supporting Party
Change Management and Training Program	Plan and execute Change Management program to support end-user adoption	Customer	
Test stage Completion	Stage completion confirmation	Workday	Customer
Execute the training strategy	End User Training	Customer	
Provide updated, clean data	Professional Services Data	Customer	
Move to Production (aka Go-Live)	Production (Go-Live) Authorization	Customer	
Deploy stage completion	Stage completion confirmation	Workday	Customer
Begin Workday Production Support and Post-Production Support	Begin Workday Support activities	Workday	
Post-Production data updates and final conversion	Production Instance/Tenant	Customer	Workday
Post-Production Support Period ends	Stage completion confirmation	Workday	

Extended Design Activity	Output	Responsible Party	Supporting Party
Preparation sessions to validate scope, confirm stakeholders, outline and schedule additional sessions.	Early configuration preparation and cross product collaboration	Workday	Customer
Up to 3 additional sessions for the Customer and Workday teams to collaboratively identify configuration decisions.	Design and configure Foundation Instance/Tenant based on Customer requirements	Workday	Customer
Up to 2 additional Customer confirmation sessions for Customer and Workday teams to validate configuration and desired functionality.	Validate extended configuration in Foundation Instance/Tenant	Workday	Customer
Customer will develop customized test scenarios in support of Extended Design. Workday will support testing.	Customized Test Scenarios	Customer	Workday

Extended Design Activity	Output	Responsible Party	Supporting Party
Workday to complete knowledge transfer activities for configuration.	Transition to Production preparedness	Workday	Customer

5. Post-Production Support Period.

Service Deployed	Post-Production Support Period
Accounting and Finance	In the case of Accounting and Finance, Workday will support the first month-end up to a maximum of six (6) weeks following move to Production.
Payroll	In the case of Payroll, Workday will support the first two (2) pay cycles up to a maximum of four (4) weeks following move to Production.
Other Functional Area(s)	First two (2) weeks following move to Production.

- Functional Scope. The tables below list the functional and technical scope included in the Project. Any functional or technical details not listed below are excluded from the Project.

	Foundation
Description	Scope
Foundation Features	Pre-Packaged Business Processes
	Standard notification templates
	Delivered notifications
	Accessibility features, built directly into Workday products
	Payment elections and associated rules for Workday Payroll or Payroll Integration

	Foundation
	Workday Assistant, not including custom security groups
	Workday Home page with 4 standard cards
Organizations	Organizational Management
	Staffing Management
	Up to 15 Companies and Hierarchies
	Locations and Hierarchy
	Up to 15 Legal Entities
	Pay groups
	Cost Centers and Hierarchy
	Up to 10 Custom Organization Types and Hierarchy for Custom Organizations
	Region and Hierarchy
Security	Multi-Factor Authentication
	Delivered User and Role Based Security Groups
Setup	Mobile
	Duplicate Management
	Global Address Localization
	English Language Support
Worker Data	Contingent Worker Types
	Employee Types
	Personal Information
	Contact Information
	Position and Job Profile Assignment
Standard Reporting	Security Admin Hub, Integration Admin Hub, Executive / Leadership Hub
	Workday Delivered Reports

	Benefits
Description	Scope
Setup	Benefit defaults
	12 month measurement period
	Plan year definition - 1 for program year, 1 for ongoing
	Benefits configured for 1 country
	Up to 15 Benefit Groups
Plans	Individual Rates
	Up to 3 plan year definitions - current year, subsequent year, ongoing plans
	Administer Benefits for most commonly offered plan types, including Healthcare (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent and Health Care), Health Savings Accounts, Retirement Savings, and additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long Term Care)
	Up to 50 Benefit Plans including Eligibility Rules, Coverage Tiers, Rates, and other components
	Benefit Annual Rates
Enrollment	Up to 10 Cross Plan Enrollment Rules
	Up to 30 Enrollment Event Types including Eligibility Changes, Life Events, and Reinstatement Events
	1 Enrollment Event rule
	Enrollment instructions
	Up to 20 Passive Event Rules
	1 Open Enrollment Event
Evidence of Insurability	Manage Evidence of Insurability
Affordable Care Act	Core ACA Functionality: Up to 3 ACA Measurement Periods and Eligibility, ACA Dashboard, Setup for 1094-C and 1095-C Reports

	Benefits
COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
Retiree Benefits	Up to 1 Retiree Organization
	Up to 1 Retiree benefit group utilizing a shared plan (does not include Medicare or a surviving spouse plan)
Global Benefits	For each of the following countries United States country-specific amendments to modifiable business processes, 1 enrollment event rule and events, up to 10 benefit plans, 1 benefit group with associated eligibility rule, 1 open enrollment (excludes Canada), required rates, and associated coverage targets.
Standard Reporting	Workday Delivered Reports
	Benefits and Pay Hub
Modifiable Business Processes	Change Benefits for Life Event
	Change Benefits
	Dependent Event
	Passive Event
	Add Retiree Status
	Remove Retiree Status
	Change Beneficiary
	Change Retirement Savings
Data Conversion	Dependents and Beneficiaries
	Benefit Annual Rates
	Medical History for Current Year for ACA Reporting
	ACA Worker Hours and Wages
	Worker Wellness and Tobacco Usage
	Current Benefit Elections

	Core Human Capital Management
Description	Scope
Compensation	1 Period Salary Plan
	Compensation Package
	1 document template to capture Wage Theft Notice. Document variations including: -Simple letter header including logo and footer – Up to 2 conditional paragraphs (may include introduction, employee information, company information, rates of pay, allowances, payday, worker’s compensation insurance information, conclusion) – Documents delivered in 1 language only -1 remote knowledge transfer session. Any additional documents to be created by the customer post go-live
	Grade and Grade Profiles (up to 100 Grade Profiles)
	1 Salary Plan
	Up to 30 One Time Payment or Allowance Plans - excluding reimbursable Allowance Plans
	Worker Profile: Total Rewards Statement without Payroll results
	Delivered Compensation Basis
	Basic Compensation Management
	1 Hourly Plan
	→ AI: Compensation process checks and recommendations
Job Families	→ AI: Up to 10 skills on job profiles within 3 job family groups
	→ AI: Job description generation on job profile
Jobs and Positions	Job Catalog - Job Family Groups, Job Families, Job Profiles
	Position Management Staffing Model
	Management Types and Management Level Hierarchy
Onboarding	1 Onboarding Plan with up to 5 stages, represented within the Onboarding timeline view. Included within the Onboarding Plan:
	1 Onboarding Announcement
	1 Onboarding message
	Up to 3 overview cards

	Core Human Capital Management
	1 Onboarding Plan notification
	Up to 3 audiences and condition rules
	Up to 15 static documents for Hire/ Onboarding Review In total
	External Pre-Onboarding (Talent Acquisition scope required)
	1 remote knowledge transfer session to support any additional configuration required by the customer
	I-9 Functionality
Organization	1 Exit Survey questionnaire with up to 20 questions, routed to a delivered security group, not including custom reporting of responses
	Organizations (Supervisory, Cost Center, Company, Region, Location, Custom) and associated hierarchies
Security Groups	Up to 4 custom security groups
Setup	Event Categories and Reasons
	Employee and Manager Self-Service
	Worker Types
	Up to 6 Change Job templates
	→ AI: Enhanced search insights
	→ AI: Task prediction
	Employee Contracts (Contract types, reasons for reporting purposes). Custom business form layout (BIRT) not included.
	Up to 4 Funds Associated to Worker / Position as Custom Organizations/Worktags
	Up to 4 Grants Associated to Worker / Position as Custom Organizations/Worktags
	Tenant Branding
	Automated Probation Periods using defaulting end date conditions
	US Operations Only
	Multiple Jobs Functionality - (HCM only)

	Core Human Capital Management
	Union Tracking for up to 10 Unions (Worker Data Only)
Worker Profile	Personal Data, Contact Information, ID Information
	Emergency Contact Information
	Employee Photos
	Delivered Service Dates
	Shifts
	Education
	Job History
	Worker Summary
	→ AI: Skills Cloud
Unions	2 Collective Bargaining Agreements
Modifiable Business Processes	Hire Employee
	Create Position
	Request One Time Payment
	Contract Contingent Worker
	Termination
	Change Job
	End Contingent Worker Contract
	Edit Position Restrictions
	Edit Position
	Add Additional Job
	End Additional Job
	Onboarding
	Request Compensation Change
	Onboarding Setup
Standard Reporting	Introduction to Workday standard HCM reports

	Core Human Capital Management
	Manager Hub, HCM Admin Hub, HR Partner Hub, Compensation Admin Hub, Onboarding Hub, Benefits and Pay Hub
Data Conversion	Active Employees or Contingent Workers including current personal data, current contact data and current job record
	Terminated employees who received payment in the last 12 months, and contingent workers with contracts ended in the last 12 months (using Worker Object)
	Up to 8,000 Additional Terminated Workers (Using Former Worker Object)
	Loading of Employee photos
	Attachment of Documents to the worker profile is not included
	Current Compensation Data and Compensation effective as of Benefits effective date, unless 1 year of historical compensation data is required for proration in Advanced Compensation (if in scope)
	Job and Compensation History - using "Previous System History" for up to 8,000 workers
	Multiple Jobs data conversion for HCM, up to 8,000 FSE

	Talent Acquisition
Description	Scope
Job Application Management	Internal Application
	Up to 20 Candidate dispositions and auto disposition candidates on withdrawal, purge, job requisition filled, job requisition closed, and remaining job applications
	Task Consolidation for Review Offer
	Candidate screening
	Candidate review
	Up to 2 Internal and 2 External Application Questionnaires (each questionnaire with up to 10 questions)

	Talent Acquisition
	Configurable section headers and instructional text on Job Application Template
	Up to 3 Job Application Templates for Application Experience
	Assessments
	Assessments (no associated integration)
	Background Check with tracking for up to 5 packages, not including integration
	Interview Management
	1 Candidate Rating or Ranking template
	1 Interview Feedback rating scale
	1 Parallel Stage setup
Career Site Configuration	Candidate Home
	External and Internal Candidate Job Alerts (1 delivered template each without customization)
	External Career Site Privacy Policy
	Configurable Candidate Consent
	Prospect Introduce Yourself on External Career Site
	1 Internal and 1 External Career Site
	1 Internal Career Site for Contingent Workers
	Up to 3 Job Posting Templates with up to 3 Job Posting Template content items each, for conditional posting language, logos, and videos (Media Cloud required for video)
Candidates	Referral tracking without automated compensation payments
	Duplicate Management (delivered framework)
	Prospect Management
	Candidate Pool functionality
	→ AI: Skills for Talent Acquisition
	Candidate Endorsement

	Talent Acquisition
Job Requisitions	Job Requisition Management
	Auto unpost jobs
	Evergreen Requisition Management
	Up to 5 Job Requisition categories and reasons
	→ AI: Job description generation on job requisition
Notifications	Notification Designer including 1 simple custom notification template
	Delivered Business Process notifications (Thank you for applying, Notification of pending tasks)
	Up to 5 custom Business Process notifications
Workday Documents	Up to 10 conditional paragraphs, may include introduction, offer details (full-time, part-time, location, manager, job details), basic compensation language (hourly, salary, bonus, allowances, one-time payments), conclusion
	Up to 2 static document attachments for candidate offer review
	Setup of existing document template for Regenerate Offer Documents
	1 document template to capture Internal/External dynamic Offer letter variations including simple letter header including company logo and footer, note this will appear on all pages of the offer letter
Security	Delivered Primary Recruiter security
	Delivered User and Role Based security groups
Modifiable Business Processes	Job Application (1 dynamic workflow)
	Job Requisition
	Regenerate Offer Documents
	Autocomplete on Staffing business processes
	Offer
Standard Reporting	Workday Delivered Reports
	Delivered Candidate Grid
	Job Requisition Workspace

	Talent Acquisition
	Recruiting Hub
Data Conversion	Candidate Conversion not included (both active and historical)
	Prospect Conversion not included (both active and historical)
	Open Job Requisitions not included

	Accounting and Finance
Description	Scope
Accounting Structure	Core Financial System of Record
	Ledger to Track Actuals Only
	1 Primary Chart of Accounts for All Companies
	1 Primary Fiscal Schedule For All Companies
	Alternate Fiscal Schedules for Reporting Only
	Support for up to 2 Accounting source systems
	Balancing by Company / Legal Entity plus balancing worktag
Book Codes and Books	Multi-Book Accounting (GAAP and non-GAAP)
Consolidations and Intercompany	Consolidation
	Equity Pick-up and Noncontrolling Interest
	Intercompany Eliminations
	Consolidated Data Capture
Journals	Journal Processing
	Import Journals via Spreadsheet
	Accounting Adjustment
	Journal Sequencing
	Up to 10 Custom Validations
	Delivered Automated Transaction Matching rules

	Accounting and Finance
Allocations	Up to 25 Allocation Definitions
Statistics	Up to 15 Statistic definitions
Commitment Accounting	Commitment / Obligation ledgers
Operational Countries	Operations in the following countries: United States;United States
Modifiable Business Processes	Accounting Adjustment Event
	Accounting Journal Unpost Event
	Accounting Journal Event
Data Conversion	Single Summarized Journal for Each Company Per Period Per Currency with a Maximum of 3 Fiscal Year(s) Plus Current YTD
	Company Base Currency Only
	Transactional Journals Not Converted
Integrations	Boomerang
Additional Scope	Cash and Accrual: Includes FDM design for both the City and the Utility and bridging the gap between the two FDMs.

Countries	Descriptions	Scope
United States	Accounting	Extension of core functional scope
	Tax	Extension of core functional scope
		USA 1099 Data Audit - Ad Hoc Payments with 1099 Payees and non-1099 Spend Categories
		USA 1099 Data Audit - Ad Hoc Payments with 1099 Spend Categories and non-1099 Payees
		USA 1099 Data Audit - Supplier Invoices with 1099 Payees and non-1099 Spend Categories
		USA 1099 Data Audit - Supplier Invoices with 1099 Spend Categories and non-1099 Payees

	Accounts Payable
Description	Scope
Suppliers	Supplier Connections
	Purge Supplier Information
	Supplier Request
	No Supplier Portal
Supplier Invoices	Supplier Invoice
	Recurring Supplier Invoice
	Supplier Invoice Attributes
	Supplier Invoice Retention
	Prepaid Spend Amortization
	Direct Intercompany Supplier Invoice
	Up to 20 Custom Validations
	Remittance Advice
	Supplier Refund
	Supplier Invoice Request
1099 Reporting	1099 Adjustment
	1099 Suppliers
Modifiable Business Processes	Supplier Invoice Event
	Supplier Change Event
	Recurring Supplier Invoice Event
	Supplier Event
	Supplier Request Event
	Supplier Invoice Request Event
Data Conversion	Up to 2,500 open supplier invoices will be converted
	Current year to date 1099 balance

	Accounts Payable
	Up to 1000 Suppliers and Supplier Connections for those suppliers with Open Payable Items as well as suppliers with activity within 12 months prior to go live.

Countries	Descriptions	Scope
United States	Accounts Payable	Alert - USA Missing Supplier W-9 Forms
		Alert - USA Overdue Supplier MBE/WMBE Certificates
		Extension of core functional scope

	Accounts Receivable
Description	Scope
Customer Invoices	Intercompany Invoice
	Direct Intercompany Invoice
	Up to 10 Custom Validations
	Delivered Dunning Letters
	Up to 1,000 Sales Items
	Delivered Customer Invoice (not custom)
Customer Collections	Customer Invoice Maintenance
	Delivered Customer Statement Layout
	Receivable Write Off
	Receivable Aging
	Collections and Dispute Activities
	No Customer Portal
	Interest and Late Fees
Cash Sales	Cash Sale

	Accounts Receivable
Customer Payments	Customer Payment Processing
	Delivered Auto Application Payment Rules
	Customer Deposit
	Customer Refunds
Deferred Revenue	Revenue Recognition Schedule Templates
	Deferred Revenue Recognition
Modifiable Business Processes	Bad Debt Writeoff Event
	Customer Event
	Customer Invoice Event
	Customer Refund Document Event
Data Conversion	Up to 2,500 open customer invoices converted
	Up to 5,000 Customers With Activity

Countries	Descriptions	Scope
United States	Accounts Receivable	Customer Invoice BIRT
		Extension of core functional scope

	Asset Management
Description	Scope
Asset Accounting	Asset Accounting
	Asset Sharing
	Asset Depreciation for primary accounting book only
	Asset Book Rules
	Asset Adjustments

	Asset Management
	Non WIP related assets only unless Capital Projects is in Scope
	Multi Book Asset Accounting with 2 Company Asset Books
Asset Maintenance	Asset Reclassification
Asset Tracking	Asset Custodianship
	Pooled Assets
	Asset Transfer
Modifiable Business Processes	Asset Registration Event
	Asset Disposal Event
Data Conversion	Up to 5,000 Active, Capitalized Assets (reconciled to Balance Sheet)
	Tracked Expensed Assets (no cost)

Countries	Descriptions	Scope
United States	Asset Management	Extension of core functional scope

	Budgetary Controls
Description	Scope
Plan Setup	Plan Worktags
	Budget Hierarchy
	Budget Approvals & Amendments Functionality
	Budget Checking Functionality (including Position Budgets)
	Financial Budgets
	Plan Structures
Plan Templates	Plan Templates
Loading Plans	Import Budget via spreadsheet only

	Budgetary Controls
	Up to 10 Custom Validations
Project Budgeting	Project Budgeting including: Budget Checking - Project, Budget Approvals and Amendments - Project
Modifiable Business Processes	Plan Event
	Budget Amendment Event
Data Conversion	Current Year Budget Data

	Cash Management
Description	Scope
Banking Setup	Bank Account Management
	1 Financial Institution per Country
	Up to 10 Bank Accounts per Company
Settlement	Settlement
	Ad Hoc Payment
	Bank Routing Rule
	Bank Account Transfer / Bank Account Transfer for Settlement
	Ad Hoc Bank Transaction
	Payment Acknowledgments (if supported by bank)
	Miscellaneous Payment Request
	Positive Pay
	Preprinted or Blank check stock (printer not provided)
	Escheatment
Bank Reconciliation	Bank Reconciliation
	Delivered Bank Reconciliation Matching Rules and First Notice Rules only (Parsing Rules excluded)
	Settlement Event

	Cash Management
Modifiable Business Processes	Bank Account Transfer for Settlement Event
	Bank Account Transfer Event
	Bank Account Event
	Ad Hoc Payment Event
	Miscellaneous Payment Request Event
	Ad Hoc Bank Transaction Event
	Print Checks Task Event
	Escheatment Item Event
Data Conversion	Beginning Balance
	Unreconciled Open items
	Up to 50 bank accounts with cash balances that will require cash conversion at Go-Live

Countries	Descriptions	Scope
United States	Cash Management	Extension of core functional scope
		BIRT - USA Financials Check
		Escheatment

	Expenses
Description	Scope
Expense Reports	Processing of Expenses Reports for Workers and Pre-Hires (no Spend Authorizations)
	Up to 10 Custom Validations
	Up to 20 Expense Item Attributes
	Expense Report Instructions

	Expenses
	Mobile Enablement
	Create Delegation for "Chief Level" Executives Only
	Expense Report Payment
	Expense Report Work Area
Expense Rate Tables	Delivered Mileage Rate Rules
	Up to 5 Expense Items with Rate Tables (third-party integration not included)
	Simple Per Diem (non Travel Journal)
Expense Credit Cards	Any Credit Card integrations in scope for expenses related to Worker T&E only
	If Corporate Liability card exists, then you must purchase related integration
	Spend Authorizations
Operational Countries	Operations in the following countries: United States
Modifiable Business Processes	Expense Report Event
	Spend Authorization Event
Standard Reporting	Workday Delivered Reports
	Expenses Hub
Data Conversion	Worker Payment Elections for Expense Payments
Integrations	INT required for Expenses with HCM only

Countries	Descriptions	Scope
United States	Expenses	Extension of core functional scope
		United States Mileage

	Procurement
Description	Scope
Suppliers	Matching Override
	Return to Supplier
	Supplier Retention
	Delivered Supplier Invoice Matching Rules
	No Supplier Portal
Procurement Setup	Up to 10 Custom Validations
	Delivered Punchout configuration
	Up to 1,000 Generic Purchase Items
	Up to 1,000 Supplier Catalog Items
Purchase Orders	Delivered Purchase Order layout
	Change Order
Requisitions	Requisition Worklet
	Sourcing
Receipts	Receipt Accruals
	Receipt
Supplier Contracts	Supplier Contracts (Excludes Lease Supplier Contracts)
Standard Reporting	Procurement Hub
Modifiable Business Processes	Requisition Event
	Change Order Event
	Supplier Contract Event
	Purchase Order Event
	Supplier Accounts Match Event
	Supplier Contract Amendment Event
	Supplier Accounts Match Exception Override Event
	Receipt Event

	Procurement
Data Conversion	Up to 25 open Lease type Contracts
	Receipt conversion for Open, Approved Purchases Orders
	Up to 100 open, approved Purchase Orders
	Up to 100 open Supplier Contracts

Countries	Descriptions	Scope
United States	Procurement	Extension of core functional scope

	Absence
Description	Scope
Work Schedules	Up to 10 Work Schedule Calendars
Worklets/Dashboards	Up to 3 Worklets/Dashboards: - Absence (ESS) - Team Absence (MSS) - Time and Absence (MSS)
Holiday Calendars	Up to 5 Holiday Calendars (USA)
Country Scope	Up to 15 Unique absence types for each of the following country(ies): United States Up to 5 of the 15 absence types per country will include calculated entitlements or accruals
Leave of Absence Types	United States: Up to 7 Leave Types. Listed below are the standard Leave Types: USA FMLA Non-Military: USA Long Term Disability USA Military Service USA Personal Leave USA Short Term Disability USA Workers Compensation USA New York Paid Family Leave
	Up to 10 Leave Types (Up to 5 with Leave Entitlements limited to Primary Position)
Time Off Plans	United States: Up to 12 Time Off Plans. Listed below are common examples: - Vacation/PTO - Sick - Floating Holiday - Personal - Unpaid - Jury Duty - Bereavement - Intermittent FMLA
	Up to 6 Non-Accruing Time Off Plans
	Up to 10 Accruing Time Off Plans On Primary Position

	Absence
	Time off Plans attached to Multiple Positions
Modifiable Business Processes	Correct Time Off
	Request Time Off
	Request Leave of Absence
	Request Return Leave of Absence
	Assign Work Schedule
Reporting	Standard Workday-delivered reports that provide detailed information about absences taken, remaining entitlements, balances for workers.
Data Conversion	Time Off Balance conversion included (i.e. remaining days of Annual Leave as of Go-Live month - From Legacy System).
	Time Off Events conversion excluded (e.g. historical and future Vacation days), except for those required for specific calculation purposes (e.g. Sick Leave with rolling period accruals)
	Current Active Leaves and Historical Leaves for the previous 12 months only to support rolling balance calculations

	Payroll for United States
Description	Scope
Banking	Up to 2 bank accounts, used for payroll payments.
Payment Elections	One Payment Election Rule that applies to all employees within the organization.
Prenote	Up to 1 Pre-Note Test for Payroll Payments
Checks and Payslips	Delivered layouts for paper checks & advices that have the check & advice positioned at the top of the page and the detailed pay statement below.
	→ AI: Assistant on Payslip
Costing Allocations	Worker level costing allocations with 1 dimension (e.g., cost center).
	Configuration of Employee Costing Allocations Across Multiple Accounting Dimensions.

	Payroll for United States
General Ledger	Multiple General Ledger Systems
	Commitment Accounting
Pay Components	Up to 150 Pay Components (Earnings and Deductions in total)
	Deduction Priorities and Deductions in arrears
	Pay Balances
	Pay Accumulations: track and calculates accumulated earnings and deductions over a specified period.
	Pay Component Groups: Categorizes various earnings and deductions such as regular pay, overtime, and bonuses.
	Pay Component Costing
Pay Frequency	Up to 3 Pay Frequencies
Run Categories	1 regular payroll category (Periodic Pay) and the options to include one additional payroll category, such as quarterly bonus runs.
Pay Groups	Up to 3 Pay Groups
Payroll Processing	Off-Cycle Payments
	Retro Processing
Audit Report Configuration	Audit Report Configuration
	→ AI: Prompt Reconciliation
Reporting and Auditing	→ AI: Payroll Anomaly Detection with Predictive Insights and Confidence Scoring (Requires ML Opt-in)
Command Center	Pay Cycle Command Center
Year End Dashboard	Year End Dashboard Delivered
Period Schedules	Period Schedules for Payroll
	Generate Period Schedule Periods
	Up to 3 FLSA Work Period Calendar Rules
Tax Reporting	Companies
	Company Federal, State Payroll Tax Configuration

	Payroll for United States
	Company Local Payroll Tax Configuration
	W-2 Configuration
	Payroll Reporting Codes
Multiple Jobs	Multiple Jobs are configured for Payroll
Multiple Employee Numbers	Multiple Employee Numbers
Standard Reporting	Workday Delivered Reports
	Payroll Admin Hub, Benefits and Pay Hub
Modifiable Business Processes	Settlement Run Event
	Assign Pay Group
	Payment Release Event
	Federal Worker Tax Elections
	State and Local Worker Tax Elections
Data Conversion	Payroll Balances for Current Year
	Up to 8,000 Worker Payment Elections
	Conversion from 1 Legacy System
	Current Costing Allocations
	Worker Tax Treaties

	Time Tracking
Description	Scope
Alerts and Validations	Up to 5 system-generated notifications sent to employees and managers. Listed below are the standard alerts: - Time not Entered (Employee) - Time not Entered (Manager) - Time not Submitted (Employee) - Time not Submitted (Manager) - Time not Approved (Manager)

	Time Tracking
	Up to 11 standard warnings or errors to assist with accurate time entry. Listed below are the standard warnings and errors: - Time Entry Time Adjustments Exist - Time Entry Reported on a Holiday - Time Entry Status is Closed - Time Entry Status is Locked - Time Entry Unmatched Clock Events - Time Entry Worker is on Leave - Time Entry Worker is Terminated → AI: Time Anomaly Detection with Predictive Insights and Confidence Scoring (Requires ML Opt-in) → AI: Intelligent Prompt Recommendations for Time Tracking Listed below are the USA standard warnings and errors: - Time Entry USA California Nonexempt Missed Meal Penalty Waiver is Available but not Indicated - Time Entry USA California Nonexempt Missed Meal Penalty Waiver is Indicated as Yes and No - Time Entry USA California Nonexempt Missed Meal Penalty is Waived - Time Entry USA California Nonexempt Missed Meal Penalty Waiver is Indicated but not Available
Schedules and Calendars	Up to 1 calendar to define a Holiday Schedule
Security	Employee Self Service Security Groups that facilitate how time is entered Listed below are the standard employee security groups: - Exempt Employee as Self - Non-Exempt Employee as Self
Period Schedule	Up to 4 Period Schedules Listed below are the standard period schedules: - Monthly - Weekly - Bi-Weekly - Semi-Monthly
Time Calculation Groups	Up to 12 Time Calculation Groups
Time Calculations	Up to 15 Time Calculations. Listed below are the standard time calculations: - GBL 7th Consecutive Day Double Time Hours GT 8 - GBL 7th Consecutive Day Overtime Hours - GBL Daily Double Time Hours GT 12 - GBL Daily Overtime Hours GT 12 - GBL Daily Overtime Hours GT 8 - GBL Holiday Hours Creation - GBL Hours Worked Outside of Schedule - GBL Weekly Overtime Hours GT 40 Listed below are the US standard time calculations: - USA California Minimum Rest Calculation - USA California Missed Meal Penalty - USA Holiday Must Work Day After Holiday - USA Holiday Must Work Day Before And Day After Holiday - USA Holiday Must Work Day Before Holiday - USA Nevada Daily Overtime Hours GT 8
Time Entry	Up to 3 different Time Entry Templates to control a worker's timesheet view

	Time Tracking
	Up to 8 Time Entry Codes to support different types of time that can be entered. Listed below are the standard time entry codes: - Worked Time (In/Out) - Hours Worked (Hours Only)
	Listed below are the USA standard time entry templates: - USA California State Nonexempt - USA Not California State Nonexempt
Multiple Jobs	Workers with Multiple Jobs
Country Scope	Time Tracking configuration in scope for the following countries: Pre-populate with answer from CFC-5
	For each country beyond the HQ country in scope, Workday will configure up to: 1 Period Schedule, 2 Worker Groups, 10 Time Calculations, 5 Time Entry Validations, 2 Time Entry Templates, 5 Time Entry Codes
Modifiable Business Processes	Assign Work Schedule
	Enter Time
	Reported Time Batch Event
Standard Reporting	Up to 2 worklets/dashboards to support tasks and reporting. Listed below are the standard worklets and dashboards: - Employee Self Service Dashboard (Worklet) - Manager Self Service Dashboard (Worklet)
	Up to 2 reporting tasks for Managers and standard delivered reports to support time entry. Listed below are the standard reporting tasks for Managers: - Review Time Task for Managers to edit, review and approve time for multiple workers at once. - Edit and Approve Time Task for Managers to edit, review, and approve time for multiple workers at once Standard Workday-delivered reports that provide detailed information about time blocks and auditing time worked.
	Time Tracking Hub
Data Conversion	Excluded from the Scope for Go-Live.

	Financial Planning
Description	Scope
Structure	Budget and forecast up to 2 years out
	All planning periods will use a common / single methodology.

	Financial Planning
	Planning occurs in time periods of months, quarters or years
	One Chart of Accounts structure, one calendar, and a common set of templates and processes across the organization
	Up to 20 Legal Entities and 20 Entity Currencies (1 Currency per Entity)
Revenue	One Revenue Model with input only accounts
	Up to 2 sheets per model
	Up to 15 input only accounts per model
	No calculations
Operating Expense	Up to 2 Operating Expense Models with Basic Calculations
	Sample Basic Calculations include Price x Unit, Growth Rate Applied to Prior Value, Single Step Formula Expressions
	Up to 2 sheets per model
	Up to 25 total accounts for inputs and calculations per model with consistent logic across all dimensions and levels
	Up to 4 dimensions per model
Personnel Expense	One Personnel Expense model (current roster and open positions)
	Up to 2 sheets per model
	Up to 3 Employee Groups: Salary, Hourly and Contingent Labor.
	Up to 25 total calculations per model. Calculations to include headcount/FTE, salary, wages, taxes and benefits by worker/position
	Compensation plans (examples include bonus, STICO) are calculated as a percent of total pay based on role, worker or total company. Percent is input, not calculated. Monthly accrual compensation plan expense is calculated by multiplying the input percent by base salary. No additional compensation plan expenses are included.
	Capitalized labor is not included
Capital Expense	Capital Expense Model using straight line depreciation for newly planned assets
	Summary depreciation loaded for existing assets (not at asset level)

	Financial Planning
	Capital model does not include Work in Process, Project Capitalization, Calculation of Forecast Depreciation on in service assets, or Capitalized Labor
Data Management	Workday shall configure the automation synchronization of the following metadata:
	- Accounts, Levels, Dimensions & Attributes (up to 20), User Synchronization
	Workday shall define and configure required Advanced Reports and Workday Data Source for the following sources of data within the Customer's Workday Tenant:
	- Summarized Monthly Journal Lines, Summarized Depreciation Forecast (if applicable), Current Snapshot of Workers & Open/Frozen Positions, Target bonus percent/amount by worker (if applicable), Currency Translation Rates (Average and End of Month only)
	Publish of Financials Budget Monthly Balances by Account, Level and Dimension to Workday Financials
	Creation of Matrix Report for to allow for General Ledger Drill Through to Workday Financials
Security	Enable security on Levels and configure Dimensional Access Control for up to one additional dimension
Training and Enablement	Knowledge transfer and documentation provided for all planning models built using Workday's documentation format and tools (1 page per model)
	End-user documentation and end user training is excluded
	Final review & testing: Support of Customer UAT scripts development
	Admin training: includes training for up to 5 power users on administrative responsibilities and maintenance of the system for up to 4 hours
	Post Production support: 2 weeks of support for up to 10 hours per week
Reporting & Analytics	One Income Statement Format (account / dimensions) that incorporates all templates and business logic.
	One active dashboard with up to 5 sheets added with one text box per sheet. Workday to provide knowledge transfer for the customer to build additional active dashboards needed for their planning process

	Financial Planning
	Conduct up to 6 remote hands-on workshops (up to two hours each) to walk-through building reports/dials/dashboards. Provide best practice guidance around design.
	Consult with Customer on specific dial design challenges; Help Customer with how-to questions. Reports and Dashboards to be completed by Customer prior to UAT.
	Up to 10 KPI's
Not Included	Balance Sheet and Cash Flow (unless purchased via Additional Scope)
	Payroll or Payroll Costing Allocations as a source

	Reporting
Description	Scope
oCHRO & oCFO	10 Low Complexity Custom Reports

6. Data Transformation Project Scope.

Customer Legacy Systems in Scope Table

Functional Area	# of Legacy Systems
Absence	1
Benefits	1
Accounts Receivable	1
Accounts Payable	1
Core Human Capital Management	1
Payroll for the United States	1
Talent Acquisition	1

7. Integrations in Scope Table

Type	Count
BenefitBridge	1
End-to-End Connector	4
EIB/DT/BIRT	6
Workday Studio / Orchestrate	1
Total	12

BenefitBridge is delivered as an ongoing carrier administration service rather than a traditional point-to-point integration build. The Benefit HarborAI Solutions team is responsible for the end-to-end deployment of all benefits integrations through their BenefitBridge packaged solution. This deployment transforms carrier administration from a custom IT project into a turn-key operational service. The scope of this deployment includes the following carrier types:

- Health & Wellness: Medical, Dental, and Vision.
- Protection: Life and Disability.
- Supplemental: Voluntary Benefits.
- Retirement: 401k Savings Plans.

Workday shall be responsible for setting up and maintaining the necessary security permissions within the Workday tenant to enable the BenefitBridge API solution. All benefit integrations listed above will go through the BenefitBridge packaged solution.

Data Transformation Professional Services Terms

1. Applicability. These Data Transformation Professional Services Terms apply to the SOW to which these Terms are attached or associated.

2. Data Transformation Scope. These Terms cover the preparation of Customer's legacy data to be loaded into deployment Instances as part of the Workday data conversion approach. The scope and applicable functional areas of the Data Transformation Services are further described in the SOW Scope.

Data Transformation Activity Table

Activity	Output	Responsible Party	Supporting Party
Clean and extract data from Customer's legacy systems identified in the SOW Scope	Data formatted in CSV (standard) or mutually agreed format	Customer	
Analyze source data and define mapping and translation rules	Data Mapping & Translation Design Document	Customer	Workday

Activity	Output	Responsible Party	Supporting Party
Load extracted data into File Transfer Server	Data loaded into File Transfer Server	Customer	
Transform extracted data	Translated extracted data in Instance/Tenant-loadable format	Workday	
Transformation Mapping Review	N/A	Customer	Workday
Correct data quality issues identified prior to each Instance/Tenant build	Provide an updated set of “legacy” source data containing corrections	Customer	
Load transformed data into Instance/Tenant		Workday	

3. Data Transformation Services

3.1 Workday Data Transformation Services are intended to augment Customer’s data transformation activities described in the Launch Flex SOW Program Terms (“**Customer Transformation Activities**”). The Services are not intended to be an end-to-end extract-transform-load (ETL) service.

3.2 Following Customer’s performance of the Customer Transformation Activities, Customer will provide guidance to Workday on data mapping and translation and a detailed description of extracted legacy data, including unique identifier definitions, relationships between various datasets, and field level data descriptions. Workday will produce Instance/Tenant-loadable data by applying mutually agreed format, mapping, and translation requirements to Customer’s extracted data in the File Transfer Server.

3.3 Workday and Customer will jointly conduct detailed reviews of Customer’s extracted data in the File Transfer Server or Instance/Tenant, starting with the foundation Instance/Tenant data elements. The parties will collaborate to create written data mapping translation definitions for all data elements required for an Instance/Tenant build. If Customer cannot provide mapping or transformation logic or instructions, at Workday’s request (email is sufficient), Customer will provide data in Workday-provided format.

Workday will build out, record, and maintain associated data mapping translation definitions in the Workday-created specification documents and utilize them to create and maintain the repeatable processing logic required for each Instance/Tenant build. Upon completion of an Instance/Tenant build, Workday will provide Customer with the number of data records loaded and an explanation for any data records that could not be loaded.

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 All Safe Industries, 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 1120 44-670.04 Ambulance Capital 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 Sixty-Two Thousand One Hundred Ninety Dollars and No Cents (\$62,190.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. 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 Fire Department 210 Veterans Way Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	All Safe Industries, Inc. 10711 Electron Dr Louisville, KY 40299		

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

All Safe Industries, Inc.

by and through its Board of Public
Works and Safety

By:

By:

Laura Campbell, Presiding Officer

Raquel Barclay
Authorized Signature

Date: _____

Raquel Barclay
Printed Name

James Barlow, Member

Sales Lead
Title

Date: _____

Alan Potasnik, Member

FID/TIN: 611338843

Date: _____

ATTEST:

Date: 6/5/2026

Jacob Quinn, Clerk

Date: _____



City of Carmel

Fire

Joel Thacker, Fire Chief
One Civic Square, Carmel, IN 46032

[ALL SAFE INDUSTRIES, INC.] RESPONSE DOCUMENT REPORT

RFQ No. RFQ-2026-007

[Quotes for One \(1\) XplorIR](#)

RESPONSE DEADLINE: April 23, 2026 at 11:59 pm

Report Generated: Thursday, May 28, 2026

All Safe Industries, Inc. Response

CONTACT INFORMATION

Company:

All Safe Industries, Inc.

Email:

sales@allsafeindustries.com

Contact:

Raquel Barclay

Address:

10711 Electron Drive
Louisville, KY 40299

Phone:

(888) 972-3389

Website:

<https://www.allsafeindustries.com/>

Submission Date:

Apr 22, 2026 8:14 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Authorized representative contact info:*

Kurt Weddington, EFO

Deputy Chief of Operations

Carmel Fire Department

210 Veterans Way, Carmel, IN 46032

317-571-2600 Phone

kweddington@carmel.in.gov

Thank you for the opportunity to provide a quote.

Please note that I've attached several documents related to E-Verify. Our physical address has changed to the address in our Contact Information & Company Profile details as of 2020.

If you need any further documentation, please do not hesitate to reach out.

Very Respectfully,

Raquel Barclay

Sales Lead

2. I certify that I, the individual responding to this RFQ, 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

3. E-Verify Affidavit*

Please download the below documents, complete, and upload.

- [E-Verify Affidavit.PDF](#)

E-Verify_Affidavit.pdf

E-Verify_MOU_for_Employers.pdf

E-Verify_Company_Profile_Page.docx

4. Non-Collusion Affidavit*

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

- [Non-Collusion Affidavit.pdf](#)

All_Safe_Industries_-_Non-Collusion_Affidavit.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	XplorIR: a Handheld FTIR system for identification of gas and vapors. The quote must include the "Quantification Package" for this device (see Attachment) and one (1) year warranty and support with loaner device, and one (1) on-site training class (10 students max).	1	1	\$62,190.00	\$62,190.00
TOTAL					\$62,190.00

[ALL SAFE INDUSTRIES, INC.] RESPONSE DOCUMENT REPORT
RFQ No. RFQ-2026-007
Quotes for One (1) XplorIR

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Raquel Barclay, 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 All Safe Industries (the "Employer")
in the position of Sales Lead.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 5 day of June, 2026.

Raquel Barclay
Printed: Raquel Barclay

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.

Raquel Barclay
Printed: Raquel Barclay



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

Page 1 of 1

PURCHASE ORDER NUMBER

119724

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
5/28/2026			375479	XplorIR System - HazMat
ALL SAFE INDUSTRIES INC		Carmel Fire Department		
VENDOR 10711 ELECTRON DR		SHIP TO 210 Veterans Way		
LOUISVILLE, KY 40299 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
110377				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 102 Ambulance Capital Fund

Account: 44-670.04

1 Each	XplorIR - Handheld FTIR System identification of gas and vapors - Per Attached	\$62,190.00	\$62,190.00
Sub Total			\$62,190.00

Send Invoice To:

Carmel Fire Department
Accounts Payable
210 Veterans Way
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, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY

TITLE

PAYMENT

\$62,190.00

* 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.

Denise Snyder

Accreditation/Budget Administrator

Zac Jackson

CFO

CONTROL NO. 119724



AGREEMENT TO AMEND LEASE

APPROVED
By Sergey Grachukhin at 10:35 am, Jun 22, 2019

In consideration of the mutual promises set forth in this Agreement (“Agreement”), the undersigned lessor (“Lessor”) agrees to amend the Lease, defined below by and between Lessor and STC Five LLC, a Delaware limited liability company, by Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney In Fact (“Lessee”) on the terms and conditions set forth herein (“Transaction”).

Lessor: <i>City of Carmel, Indiana</i> BU: 877635	Site Address: 5484 E 126 th St. Carmel, IN 46033 Hamilton County
Lease Details (“Lease”): <i>Lease Agreement dated August 20, 1997, as amended, between Lessor and Lessee for all or a portion of the Lessor’s real property located at the above site address (“Premises”).</i>	
Amendment Terms:	• <i>Section 3 of the Lease Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a “Renewal Term”), with a final Lease expiration date of August 31, 2027. The Lease will be amended by adding six (6) Renewal Term(s) of five (5) years each. Upon execution of the Lease Amendment, the new final Lease expiration date will be August 31, 2057.</i> • <i>The Closing date of the Transaction must occur prior to the final Lease expiration date of August 31, 2027.</i> • <i>Rent Increase</i> • <i>Revenue Share for Future Subtenants</i> • <i>Right to Sublease</i> • <i>Right to Modify (Limited)</i> • <i>\$ 10,000.00 Signing Bonus</i>

Lessor understands that closing of the Transaction is subject to Lessee’s discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

{Signatures on the following page}



AGREEMENT TO AMEND LEASE

ACKNOWLEDGED AND AGREED this _____ day of _____, 2026.

LESSOR: City of Carmel, Indiana
By and through its Board of Public Works and Safety

LESSOR: City of Carmel, Indiana,
By and through its Board of Public Works and Safety

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

LESSEE: STC Five LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney in Fact

DocuSigned by:

Hersh Pise

Signature: _____
4A310FCFE29743F...

Print Name: Hersh Pise

Title: National Real Estate Acquisition Manager

6/12/2026 | 3:53:35 PM EDT

Approved and Adopted this ____ day of _____, 20____.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____



AGREEMENT TO AMEND LEASE

SCHEDULE I

Rent Increase

Effective September 1, 2027, the annual rent shall increase to Twenty-Four Thousand Dollars (\$24,000.0) per year. Following such increase, the annual rent shall continue to adjust pursuant to the terms of the Lease. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Lease on the same date.

Revenue Share for Future Subtenants

In addition to the rent currently paid by Lessee to Lessor pursuant to the Lease, as further consideration for the right to exclusively use and lease the Property, if, after full execution of the Lease Amendment, Lessee subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant on the Property (each a "Future Subtenant"), Lessee agrees to pay to Lessor twenty percent (20%) of the rental, license or similar payments actually received by Lessee from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Lease. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Property. There shall be no express or implied obligation for Lessee to sublease, license or otherwise allow occupancy of the Property. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Property prior to execution of the Lease Amendment shall be expressly excluded from the Additional Rent and Lessor shall have no right to receive any portion of such revenue.

Right to Sublease

Lessee will have the right to sublease or license use of the Property without the consent or approval of Lessor, provided sublessee's use is in full compliance with this Agreement and all applicable laws and regulations.

Right to Modify (Limited)

Lessee and its sublessees and/or licensees shall not have the right to modify, alter, add, replace, or remove wireless communications facilities located within the Property without the consent or approval of Lessor. Notwithstanding the foregoing, Lessor's consent or approval is not required for routine maintenance, repairs, the like-kind replacement of the antennae, or any modifications to the interior of the equipment shelter or items housed therein, so long as the resulting antennae are of the same or smaller size and exterior appearance, and the replacement or modifications are in full compliance with this Agreement and all applicable laws and regulations.

Signing Bonus

The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Ten Thousand Dollars (\$10,000.00) for the full execution of the Lease Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.

No Additional Revisions to Lease

The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.

Lessor Initials: _____

Lessor Initials: _____

Lessee Initials: HP

CSU Inc.
Engineering Department - 2026
Appropriation #2200-44-628.71, 2024 Bond Fund; P.O.#119772
Contract Not To Exceed \$136,763.88

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 CSU, 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 2200-44-628.71, 2024 Bond 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 Six Thousand Seven Hundred Sixty Three Dollars and Eighty Eight Cents (\$136,763.88) (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 Bradley Pease One Civic Square Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	CSU, Inc. 3919 Clarks Creek Road Plainfield, IN 46168		

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

CSU, Inc.

by and through its Board of Public
Works and Safety

By:

By:

Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

Printed Name

James Barlow, Member

Date: _____

Title

Alan Potasnik, Member

FID/TIN: 35-2020374

Date: _____

ATTEST:

Date: 6-15-2026

Jacob Quinn, Clerk

Date: _____



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

[CSU INC] RESPONSE DOCUMENT REPORT

RFQ No. TBD

Underground Conduit Boring - 96th Street - Illinois to Michigan

RESPONSE DEADLINE: May 29, 2026 at 10:00 am

Report Generated: Tuesday, June 9, 2026

CSU Inc Response

CONTACT INFORMATION

Company:

CSU Inc

Email:

eevans@csucontracting.com

Contact:

Ed Evans

Address:

3919 Clarks Creek Rd, Plainfield, IN 46168, US
Plainfield, IN 46168

Phone:

N/A

Website:

www.csucontracting.com

Submission Date:

May 29, 2026 9:42 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Authorized representative contact info:*

Please include the name, title, phone and email of the authorized representative

Ed Evans - Senior Business Development Manager

317-902-1982

eevans@csucontracting.com

2. I certify that I, the individual responding to this RFQ, 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

3. E-Verify Affidavit*

Please download the below documents, complete, and upload.

- [E-Verify Affidavit.PDF](#)

4828_001.pdf

4. Non-Collusion Affidavit*

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

- [Non-Collusion Affidavit.pdf](#)

[CSU INC] RESPONSE DOCUMENT REPORT
 RFQ No. TBD
 Underground Conduit Boring - 96th Street - Illinois to Michigan

4829_001.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization & Demobilization	1	LS	\$2,756.25	\$2,756.25
2	Maintenance of Traffic	1	LS	\$4,533.90	\$4,533.90
3	Construction Engineering	1	LS	\$0.00	\$0.00
4	Three 1.25" Conduit HDPE SDR11 via HDD	889	LFT	\$50.11	\$44,547.79
5	Two 1.25" Conduit HDPE SDR11 via HDD	547	LFT	\$62.23	\$34,039.81
6	BULK 4 Series Handhole	12	EA	\$2,285.59	\$27,427.08
7	NEMA Size 5 Traffic Cabinet	1	EA	\$6,958.44	\$6,958.44
8	NEMA Traffic Cabinet Foundation, Concrete	1	EA	\$6,359.44	\$6,359.44
9	30' Light Pole	1	EA	\$7,474.17	\$7,474.17
10	Light Pole Foundation, Concrete	1	EA	\$2,667.00	\$2,667.00
TOTAL					\$136,763.88

[CSU INC] RESPONSE DOCUMENT REPORT
 Request For Quotes - Underground Conduit Boring - 96th Street - Illinois to Michigan
 Page 3

PART 8
NON-COLLUSION AFFIDAVIT

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

PART 9
SIGNATURES

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

Quoters Name: CSU, Inc.
Written Signature: Anthony Ratliff
Printed Name: Anthony Ratliff
Title: General Counsel

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana
COUNTY OF Hendricks

SS:



Subscribed and sworn to before me this 29 day of May, 2026.
My commission expires: 11/17/2033
Residing in Boone

(Signed) Amy Brown
Printed: Amy Brown
County, State of Indiana

EXHIBIT B

Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Anthony Ratliff, 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 COH, Inc. (the "Employer")
in the position of General Counsel.
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. Documentation of this enrollment and participation is attached and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 29 day of May, 2026

Anthony Ratliff
Printed: Anthony Ratliff

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.

Anthony Ratliff
Printed: Anthony Ratliff

**CITY OF CARMEL, INDIANA**ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119772

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
6/9/2026			368347	Goods and Services Agreement - 24-ICS-01e - Underground Conduit Boring
VENDOR		CSU INC		
3919 CLARKS CREEK ROAD		City Engineering's Office		
PLAINFIELD, IN 46168		SHIP TO		
		1 Civic Square		
		Carmel, IN 46032-		
		Laurie Slick		

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
110604				

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

Department: 2200 Fund: 0 2024 Bond

Account: 44-628.71

1 Each	24-ICS-01e - 96th Street - Illinois to Michigan - Underground Conduit Boring	\$136,763.88	\$136,763.88
--------	---	--------------	--------------

Sub Total \$136,763.88

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

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

\$136,763.88

* 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
Director

TITLE

Zac Jackson
CFO

CONTROL NO. 119772

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and HWC Engineering, 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 2024 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 Seven Hundred Sixty Eight Thousand Dollars (\$768,000.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1

hereinbelow, this Agreement shall be in effect from the Effective Date through 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	
(combined single limit) (owned, hired & non-owned)	\$1,000,000.00
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: employee	\$100,000 each
Bodily Injury by Accident/Disease: accident	\$250,000 each
Bodily Injury by Accident/Disease: limit	\$500,000 policy

- 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:

HWC Engineering, Inc.
15075 Allisonville Road
Noblesville, Indiana 46060

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: _____

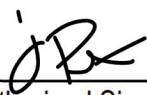
ATTEST:

Jacob Quinn, Clerk

Date: _____

HWC Engineering, Inc.

BY:



Authorized Signature

Printed Name: Josh Peters

Title: President

FID/TIN: 35-1780345

Date: June 19, 2026



Confidence in the built environment.

June 10, 2026

Brad Pease, P.E.
City Engineer
City of Carmel, IN
One Civic Square
Carmel, IN 46032

Re: Proposal for Professional Services Related to Construction Inspection (RPR) Services – 116th Street/AAA Way and Carmel Drive/AAA Way Project

Mr. Pease,

Based on recent correspondence regarding the need to have a Resident Project Representative (Inspection Services) available for the 116th Street/AAA Way and Carmel Drive/AAA Project, HWC is pleased to present our proposal to provide construction inspection services.

Based on my understanding of the scope and your requirements, the following provides the general scope of work to be performed at a minimum:

1. Provide a resident construction inspector/resident project representative to inspect work performed by the contractor, confirm work performed meets the requirements and intent of the plans and specifications, verify quantities of work and materials in accordance with the bid schedule, review/provide recommendations related to change orders.
2. Provide inspection services for the specific project and be a point of contact for the client.
3. Conduct a pre-final inspection of all project work areas and develop a “punch list” of outstanding work items for issuance to the contractor.

HWC Engineering along with Engineering Resources, Inc. shall provide a designated Resident Project Representative, Inspection Staff, and support staff for **\$768,000** (Hourly NTE). Please note this fee is based off the assumption that construction will begin on the 116th Street/AAA Way project in July 2026 and be completed by December 2026 and construction will begin in March 2027 on the Carmel Drive/AAA Way project and be completed by the end of March 2028 based on conversations. If accepted HWC will provide a formal agreement for consideration.

We are excited to provide you with this proposal and look forward to possibly assisting you with this project.

Sincerely,

Troy M. Swan
Vice President
Transportation and Construction Inspection Services



APPENDIX "A"

SERVICES BY HWC

Introduction:

The **CLIENT** is reconstructing roadway section and intersections utilizing the Build Operate Transfer (BOT) method for delivery. The project includes construction (Kinser Ave)/resurfacing (Carmel Drive) a roadway segment and constructing two roundabouts (116th Street/AAA Way and Carmel/AAA Way).

The **CLIENT** has commissioned **HWC** to provide construction observation support throughout the project to ensure the construction meets the intent of the design.

The following section provides a detailed explanation of the overall scope and estimated costs for the selected plan for which this Agreement is based on.

Resident Project Representative Services

HWC shall provide construction phase services for the referenced project including a Project Manager, and on-site inspection provided by **HWC's** Resident Project Representatives (RPR), consisting of a lead RPR and other staff members as necessary based on the work schedule and construction site activities over the duration of the project. The RPR's primary role shall be to assist the **CLIENT** in observing progress and quality of the work. The RPR team will provide observation/representation, during all construction activities involving work associated with the previously described project.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR, **HWC** shall endeavor to provide further protection for **CLIENT** against defects and deficiencies in the work. However, **HWC** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall **HWC** have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

HWC's project manager shall manage all **HWC** services on the project, communicate directly with all project stakeholders and ensure all on-site construction activities are managed and monitored directly by the RPR team. The RPR's scope of services shall consist of the following activities:

1. Resident Project Representative (RPR) is **HWC's** agent(s) at the site and will act as directed by and under the supervision of Project Manager and will confer with **HWC** Project Manager regarding RPR's dealings in matters pertaining to the on-site work. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with **CLIENT** and Design Consultant team and perform the following services during the construction of the project:

- A. Schedules: Review and progress schedule of Shop Drawing Submittals and schedule of values prepared by CONTRACTOR and consult with Design Consultant concerning acceptability.
- B. Conferences and Meetings: Attend meetings with CONTRACTOR and Design Consultant team, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof. It is understood that monthly progress meetings will be administered by RPR, including agenda and minutes preparation. Based on construction schedule, RPR may conduct weekly or bi-weekly meetings on-site with participation by **CLIENT** on an as-needed basis or via teleconference
- C. Liaison:
 - 1. Serve as **CLIENT**'s liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist **HWC** in serving as **CLIENT**'s liaison with CONTRACTOR when CONTRACTOR's operations affect **CLIENT**'s on-site operations.
 - 2. Assist in obtaining from **CLIENT** and BOT Team/Design Consultant team additional details or information, when required for proper execution of the work.
- D. Shop Drawings and Samples:
 - 1. BOT Team/Design Consultant shall review shop drawings and submittals
 - 2. Record date of receipt of Shop Drawings and samples.
 - 3. Receive samples, which are furnished at the site by CONTRACTOR and notify RPR of availability of samples for examination.
 - 4. Advise BOT Team and **CLIENT** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Design Consultant.
 - 5. RPR create one set of red line record (as-built) drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the RPR and from the RPR's construction data.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 1. Conduct on-site observations of the Work in progress to assist **CLIENT** in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - 2. Report to **HWC** Project Manager and **CLIENT** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **CLIENT** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - 3. Verify that tests are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe record and report to **HWC** Project Manager and **CLIENT** appropriate details relative to the test procedures.

4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Design Consultant Team and **CLIENT**.
- F. Interpretation of Contract Documents: Report to **HWC** Project Manager and **CLIENT** when clarifications and interpretations of the Contract Documents are needed. All formal RFI's will be directed to the BOT team for official response. Clarifications which do not require an RFI may be addressed by RPR directly with Contractor.
- G. Modifications: *Consider* and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **CLIENT**.
- H. Records:
 1. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 3. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 4. Maintain records for use in preparing Project documentation.
 5. Upon completion of the Work, furnish original set of all RPR Project documentation to **CLIENT**.
- I. Reports:
 1. Furnish **CLIENT** DAILY and WEEKLY reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 2. Consult with Design Consultant Team and **CLIENT** in advance of scheduled major tests, inspections or start of important phases of the Work.
 3. Draft proposed Change Orders and Work Directive Changes (both CONTRACTOR and **CLIENT** initiated), obtaining backup material from CONTRACTOR and recommend to Design Consultant Team and **CLIENT** Change Orders, Work Directive Changes, and Field Orders. Obtain backup material from CONTRACTOR.
 4. Report immediately to **HWC** Project Manager and **CLIENT** upon the occurrence of any accident, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
 5. Furnish to **CLIENT** copies of all inspection and test reports.

- J. Completion:
1. Before **HWC** recommends that **CLIENT** issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 2. Conduct final inspection in the company of BOT Team and **CLIENT** and prepare a final list of items to be completed or corrected.
 3. Observe that all items on final list have been completed or corrected and make recommendations to **CLIENT** concerning acceptance.
- K. Resident Project Representative shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of **CLIENT** or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize **CLIENT** to occupy the Project in whole or in part.

Notations, Exceptions and Assumptions

The Services above are based on several critical assumptions, including:

1. Construction Staking is not included
2. Construction Testing shall be provided by the BOT Team/Contractor.
3. No legal surveying services are included

APPENDIX “B”

INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

If requested by **HWC**, the **CLIENT** shall, within a reasonable time, so as not to delay the Services of **HWC**:

1. Provide full information as to **HWC's** requirements for the Project.
2. Assist **HWC** by placing at **HWC's** disposal all available information pertinent to the Services, including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **HWC**, obtain advice of an attorney, insurance counselor, and other engineers as **CLIENT** deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time or as provided in an agreed schedule so as not to delay the Services of **HWC**.
4. Give prompt written notice to **HWC** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
5. Furnish true and accurate copies of all existing approvals or permits from all governmental authorities having jurisdiction over the Project. **HWC** will assist the **CLIENT** in identifying and procuring any additional permits associated with this Project or as identified in this Agreement.
6. Arrange for access to and make all provisions for **HWC** to enter upon public and private property as required for **HWC** to perform Services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to **HWC**, as requested by **HWC** or as required by this Agreement, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions in or relating to existing surface or subsurface structures at, or contiguous to, the Project Site.

APPENDIX “C”

NOTICE TO PROCEED AND SCHEDULE

HWC acknowledges the importance to the **CLIENT** of the Project schedule and agrees to put forth reasonable efforts in performing the Services with due diligence under this Agreement in a manner consistent with the schedule below:

Activity	Schedule
116 th Street and AAA Way – Project Management and Inspection	July 2026 – December 2026
Carmel Drive and AAA Way – Project Management and Inspection	March 2027 – March 2028

APPENDIX “D”

COMPENSATION

HWC shall receive payment from **CLIENT** for the Services performed under this Agreement, as listed below:

Activity	Fee	Compensation Type
116 th Street and AAA Way Project Management and Inspection	\$223,000	Hourly, Not to Exceed
Carmel Drive and AAA Way Project Management and Inspection	\$545,000	Hourly, Not to Exceed
TOTAL:	\$768,000	Hourly, Not to Exceed

The “Hourly Billing Rates and Reimbursable Expenses Schedule” identified in this Appendix “D” is subject to change each December 31st without notification or modification to this Agreement.

2026 Hourly Billing Rates

Position	Hourly Rate (\$)
Principal	300.00
Director	270.00
Sr. Team Lead	240.00
Sr. Project Manager	220.00
Inspection Manager	190.00
Project Manager	185.00
Sr. Project Engineer	180.00
Sr. Planner	165.00
Project Engineer I	150.00
CAD Production Manager	150.00
Sr. Inspector	145.00
Project Surveyor I	145.00
Sr. Designer/Technician	145.00
Landscape Architect	140.00
Planner	135.00
Survey Crew Lead I	135.00
Project Engineer II	130.00
Project Surveyor II	130.00
Construction Inspector I	125.00
Designer/Technician	120.00
Survey Crew Lead II	120.00
Construction Inspector II	115.00
Project Landscape Architect	115.00
Project Planner	115.00
Project Coordinator	105.00
Graduate Landscape Architect	100.00
Graduate Planner	100.00
Survey Technician I	95.00
Clerical Support	85.00
Survey Technician II	85.00
Intern	75.00

REIMBURSABLE EXPENSES

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.40 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet.
- USBs at \$25.00 each.
- Actual cost photographs and postage and other expenses.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

City of Carmel, IN
Construction Inspection
Appendix "D"

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

AFFIDAVIT

Josh Peters, 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
HWC Engineering (the "Employer")
in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 18th day of June, 2026.



Printed: Josh Peters

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 Peters



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

Page 1 of 1

PURCHASE ORDER NUMBER

119799

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
6/16/2026			366795	Professional Services Agreement - 24-ENG-04a & 24-ENG-04b - Inspection Services
VENDOR		H W C ENGINEERING 15075 ALLISONVILLE RD NOBLESVILLE, IN 46060		SHIP TO City Engineering's Office 1 Civic Square Carmel, IN 46032- Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
110712				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 2200 Fund: 0 2024 Bond				
Account: 44-628.71				
1 Each		24-ENG-04a - 116th St. & AAA Way - Inspection Services	\$223,000.00	\$223,000.00
1 Each		24-ENG-04b - Carmel Dr. & AAA Way - Inspection Services	\$545,000.00	\$545,000.00
Sub Total				\$768,000.00

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

PAYMENT

\$768,000.00

* 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

Bradley Pease
Director

Zac Jackson
CFO

TITLE

CONTROL NO. 119799

JDH Contracting, Inc.
Engineering Department - 2026
Appropriation #2200-44-628.71 2024 Bond Fund; P.O.#119774
Contract Not To Exceed \$142,537.86

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 JDH Contracting, 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 2200-44-628.71, 2024 Bond 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 Forty Two Thousand Five Hundred Thirty Seven Dollars and Eighty Six Cents (\$142,537.86) (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 Bradley Pease One Civic Square Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	JDH Contracting, Inc. 8109 Network Drive Plainfield, IN 46168		

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: _____

JDH Contracting, Inc.

By:

Ethan Wildman
Signer ID: UX0DSTTH13

Authorized Signature

Ethan Wildman
Printed Name

Director of Fiber Operations
Title

FID/TIN: 35-1940754

Date: June 11, 2026



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

[JDH CONTRACTING, INC.] RESPONSE DOCUMENT REPORT

RFQ No. TBD

Fiber Optic Placement and Termination - 96th Street - Illinois to Michigan

RESPONSE DEADLINE: May 29, 2026 at 10:00 am

Report Generated: Tuesday, June 9, 2026

JDH Contracting, Inc. Response

CONTACT INFORMATION

Company:

JDH Contracting, Inc.

Email:

ewildman@jdhcontracting.com

Contact:

Ethan Wildman

Address:

8109 Network Drive
Plainfield, IN 46168

Phone:

N/A

Website:

<https://www.jdhcontracting.com/>

Submission Date:

May 28, 2026 2:48 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Authorized representative contact info:*

Please include the name, title, phone and email of the authorized representative

Ethan Wildman, Director of Fiber Operations, 317-381-1700, ewildman@jdhcontracting.com

Bid Note: Cable requested in RFP has lead time of 52 weeks. Quoted alternate as: 30,000' Reel, Fiber Cable, Singlemode, 072 Ct, Dielectric, Altos Fast Access, SMF-28, Ultra Fiber, Dry/Dry, (Corning 072ZU4-T4F22D20)

2. I certify that I, the individual responding to this RFQ, 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

3. E-Verify Affidavit*

Please download the below documents, complete, and upload.

- [E-Verify Affidavit.PDF](#)

E-Verify_JDH_Signed.pdf

4. Non-Collusion Affidavit*

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

- [Non-Collusion Affidavit.pdf](#)

Non-Collusion_JDH_Signed.pdf

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization & Demobilization	1	LS	\$2,000.00	\$2,000.00
2	Maintenance of Traffic	1	LS	\$7,000.00	\$7,000.00
3	Construction Engineering	1	LS	\$1,500.00	\$1,500.00
4	72 Strand Fiber Optic Cable Installation	27,456	LFT	\$2.00	\$54,912.00
5	24 Strand Fiber Optic Cable Installation	1,246	LFT	\$1.76	\$2,192.96
6	Tracer Wire	18,266	LFT	\$0.65	\$11,872.90
7	Splice Case	6	EA	\$1,485.00	\$8,910.00
8	P-1 Cabinet Connection, 72 Strands	4	EA	\$7,175.00	\$28,700.00
9	P-1 Cabinet Connection, 24 Strands	5	EA	\$3,090.00	\$15,450.00
10	Splice Case Connection, 72-24 Strand	6	EA	\$1,000.00	\$6,000.00
11	Conduit Repair in Landscaping (Undistributed)	50	LFT	\$15.00	\$750.00
12	Conduit Repair in Pavement	50	LFT	\$65.00	\$3,250.00
TOTAL					\$142,537.86

PART 8
NON-COLLUSION AFFIDAVIT

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

PART 9
SIGNATURES

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

Quoters Name: TDH Contracting, Inc.
Written Signature: Ethan Wildman
Printed Name: Ethan Wildman
Title: Director of Fiber Operations

Important - Notary Signature and Seal Required in the Space Below

STATE OF IN

SS:

COUNTY OF Hendricks

Subscribed and sworn to before me this 28th day of May,
2026.

My commission expires: 10/30/2023

(Signed)

Kameron Gladish

Printed:

Kameron Gladish

Residing in Marion

County, State of IN



QUOTE-9

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$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

E-VERIFY AFFIDAVIT

STATE OF Indiana
COUNTY OF Hendricks

I, Julie Hopkins, being first duly sworn upon oath, state as follows:

1. I am the HR Generalist of JDH Contracting INC ("Company") and am authorized to execute this Affidavit on behalf of the Company.
2. The Company is enrolled in and actively participates in the federal E-Verify program administered by the U.S. Department of Homeland Security in partnership with the Social Security Administration for the purpose of verifying employment eligibility of all newly hired employees.
3. The Company verifies the employment eligibility status of all newly hired employees through the E-Verify program in accordance with applicable federal and state laws and regulations.
4. The Company shall continue to comply with all requirements of the E-Verify program for the duration of any applicable contract, subcontract, agreement, or legal obligation.
5. The Company's E-Verify Company Identification Number is:
2826342
6. The Company's E-Verify enrollment date is:
08/25/2025

I affirm under penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

AFFIANT

Signature: Julie Hopkins

Printed Name: Julie Hopkins

Title: HR Generalist

Company Name: JDH Contracting INC

Date: 05/28/2026

NOTARY ACKNOWLEDGMENT

Subscribed and sworn to before me this 28th day of May, 20 26

Notary Public Signature: Kameron Gladish

Printed Name of Notary: Kameron Gladish

My Commission Expires: 10/30/2033

State of Commission: IN

County of Commission: Marion



 CITY OF CARMEL, INDIANA ONE CIVIC SQUARE CARMEL, INDIANA 46032-2584	INDIANA RETAIL TAX EXEMPT CERTIFICATE NO. 003120155 002 0	Page 1 of 1
	FEDERAL EXCISE TAX EXEMPT 35-6000972	PURCHASE ORDER NUMBER 119774
	THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE	

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
6/9/2026			353622	Goods and Services Agreement - 24-ICS-01e - Fiber placement and termination

J D H CONTRACTING INC 8109 NETWORK DRIVE PLAINFIELD, IN 46168-9024	City Engineering's Office 1 Civic Square Carmel, IN 46032- Laurie Slick
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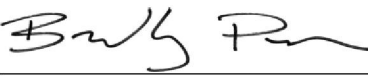
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
110606				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 2200 Fund: 0 2024 Bond				
Account: 44-628.71				
1 Each		24-ICS-01e - 96th St. - Illinois to Michigan - Fiber placement and termination	\$142,537.86	\$142,537.86
Sub Total				\$142,537.86

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
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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, AC AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER	PAYMENT * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.  ORDERED BY  Director CFO	\$142,537.86
--	--	---------------------

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and Rundell Ernstberger Associates, Inc. (the "Professional"), as City Contract dated August 18, 2021 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Rundell Ernstberger Associates, Inc.

By:

Carl Kincaid

Authorized Signature

Carl Kincaid

Printed Name

Title: Vice President

FID/TIN:

_____47-3398747_____

Date: 06/17/26

RUNDELL ERNSTBERGER ASSOCIATES

Exhibit A

Bradley Pease
City Engineer, City of Carmel
Carmel City Hall
One Civic Square
Carmel, IN 46032
bpease@carmel.in.gov

Re: Contract Amendment #2 | Construction Observation Additional Services

June 16, 2026

Dear Brad:

In accordance with our agreement dated December 2nd, 2022, REA is submitting this proposed Contract Amendment No. 2 which outlines additional services and compensation on the above project.



ADDITIONAL SERVICES:

The additional services covered under this amendment include the following:

CONSTRUCTION OBSERVATION AND ADMINISTRATION

Substantial Completion has been moved from November 1st, 2025, to a ribbon cutting on July 1st, 2026. However, the entire project will not be completed by July 1. Listed below are known items to be extended beyond that date:

- Canopy area should be complete in October/November 2026.
- Sidewalks along the JC Hart property will extend through the rest of 2026 and likely into 2027.
- Removal of the temporary trail which may require some design time by REA for putback.

Additionally, we have been working on the Olympic Walk design off and on since September 2025. We are requesting additional compensation for meetings and extension of time specifically focused on that owner request.

ADDITIONAL COMPENSATION:

Based on the above description above, we propose the following additional fee:

Construction Observation Fall 2026:	\$62,000.00
Construction Observation Spring 2027:	\$20,000.00
Olympic Walk Design:	\$4,000.00
Reimbursables:	<u>\$1,000.00</u>
TOTAL:	\$87,000.00

REA’s original contract is \$986,000.00 including expenses. With contract amendment #2 REA proposes a revised total fixed fee of \$1,156,400.00 including expenses.

We respectfully request \$87,000.00 in additional compensation to be invoiced on a lump sum percentage complete basis.

PROPOSAL ACCEPTANCE:

To accept this proposed contract amendment, please sign below and return one copy to our office.

Acceptance:

By: _____
City of Carmel

Date: _____

Brad, if you have any questions or concerns regarding this amendment, please contact me. We look forward to hearing from you soon.



Sincerely,

A handwritten signature in black ink, appearing to read 'Carl Kincaid'. The signature is fluid and cursive, with a large, looping 'C' at the beginning.

Carl Kincaid, ASLA

Partner

**CITY OF CARMEL, INDIANA**ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

108198THIS 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
12/13/2022			276515	22-ENG-01 – ASA 1 - Monon Blvd & Urban Trail – Phase 3 (Walnut to City Ctr Dr) Engr Services
VENDOR RUNDELL ERNSTBERGER ASSOCIATES INC 618 E MARKET ST INDIANAPOLIS, IN 46202				City Engineering's Office 1 Civic Square Carmel, IN 46032- Laurie Slick

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
72466				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 2200 Fund: 0 2022 Bond				
Account: 44-628.71				
1 Each		22-ENG-01 – ASA 1a - Monon Blvd & Urban Trail – Phase 3 (Walnut to City Ctr Dr) - Architectural	\$83,400.00	\$83,400.00
1 Each		22-ENG-01 – ASA 1b - Monon Blvd & Urban Trail – Phase 3 Construction Observation	\$87,000.00	\$87,000.00
1 Each		22-ENG-01 – Monon Blvd & Urban Trail – Phase 3 (Walnut to City Ctr Dr) Engineering Services	\$986,000.00	\$986,000.00
			Sub Total	\$1,156,400.00

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
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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, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER**PAYMENT****\$1,156,400.00*** 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
DirectorZac Jackson
CFO

TITLE

CONTROL NO. **108198**

StreetScan USA, Inc.
Street Department - 2026
Appropriation #2201 2201 43-552.00 Motor Vehicle Highway Fund; P.O. #119317
Contract Not To Exceed \$68,600.00 per annum

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 StreetScan USA, 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 StreetScan USA, Inc. 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 Sixty Eight Thousand Six Hundred Dollars (\$68,600.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. 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 Street Department 3400 W 131 st Street Carmel, Indiana 46074	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	StreetScan USA, Inc. 605 Salem Street Wakefield, Massachusetts 01880		

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

StreetScan USA, Inc.

by and through its Board of Public
Works and Safety

By:

By:



Laura Campbell, Presiding Officer

Authorized Signature

Date: _____

Steve Flaherty

Printed Name

James Barlow, Member

Director of Sales

Title

Date: _____

Alan Potasnik, Member

FID/TIN: 93-3866466

Date: _____

Date: 06/22/2026

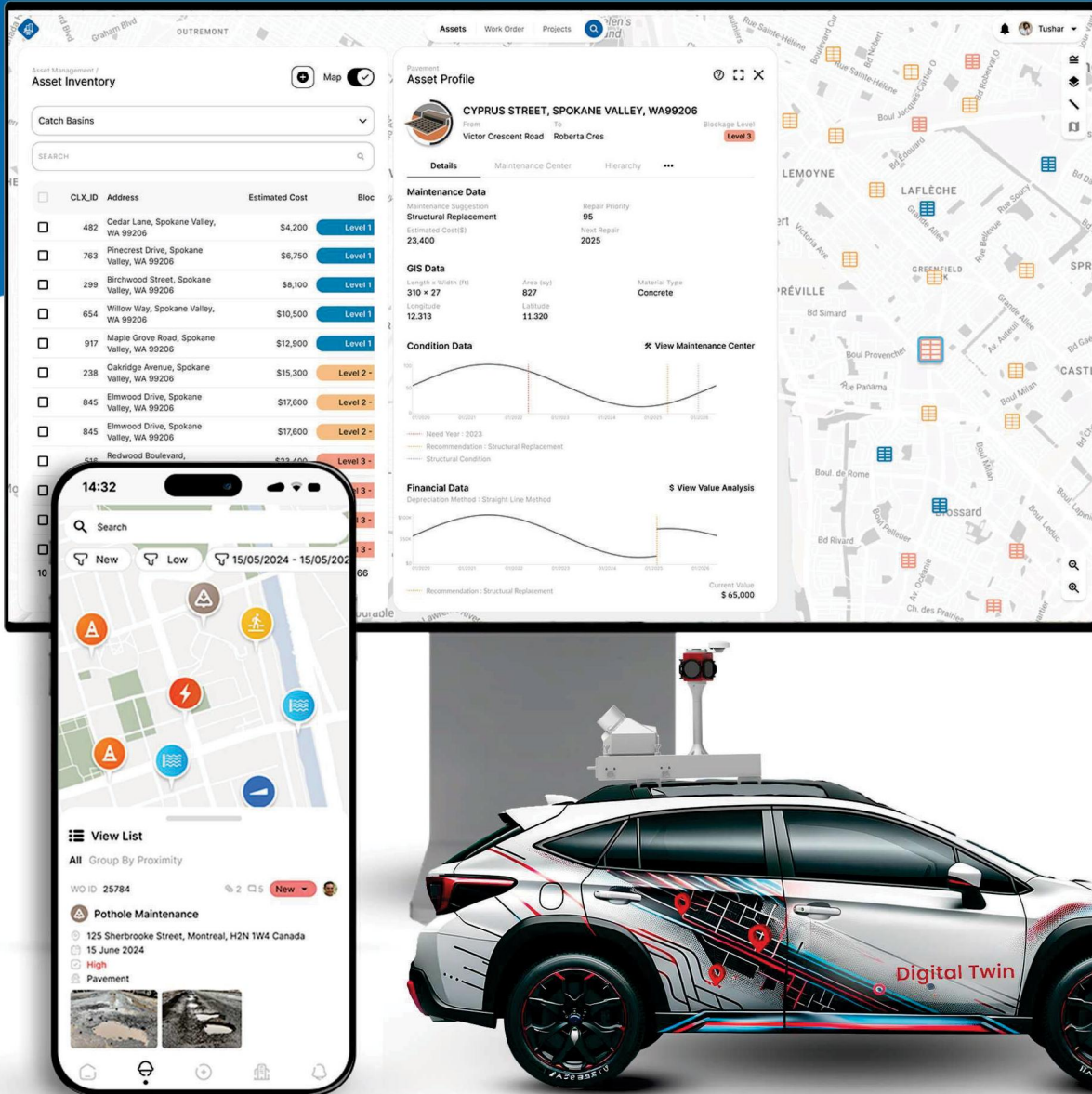
ATTEST:

Jacob Quinn, Clerk

Date: _____



Exhibit A



Asset Management Proposal Carmel, IN June 11, 2026

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Thank you for your interest in Citylogix. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems allows your staff to optimally allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing Citylogix's advanced mobile sensing vehicles and cloud-based asset management software.

Our service offering includes:

- Data Collection: automated vehicle survey of paved CL miles.
- Data Processing of Right-of-Way transportation infrastructure condition.
- Data Visualization: pavement monitoring system including Citylogix's Pavement Rating (PCI).
- Pavement Management Planning: maintenance and budget options, suggestions and scenarios; via our optional cloud-based software.

Also available (see Appendices for more details):

- 360° Imagery Viewer
- Optional asset extractions including pavement markings, traffic signs, sidewalks, curbs, trees, etc.

On behalf of the team at Citylogix, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,



Angie Stevens
Channel Sales Manager

1. ABOUT US

At Citylogix, we come to work each day because we want to solve our clients' biggest problems when it comes to managing their street assets. We have a Smart City Service Offering that provides clients with an intelligent, objective, and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. Citylogix enables exactly this for our municipal clients.

Municipalities no longer must spend months working within complicated excel spreadsheets. Now, they can leverage the power of AI to improve their decision-making abilities with a few clicks of the mouse.

Citylogix (previously StreetScan) made a name for itself when it received an \$18 million dollar U.S. federal grant to develop a new sensing and analytics platform to monitor roads. At the time, this was a five-year Research project overseen by Northeastern University. Throughout this process, the group worked with numerous Boston area municipalities in perfecting the service offering. In 2015, the firm spun out of Northeastern and since then has been offered commercially across the U.S. & Canada.

The Citylogix Smart City Service Offering combines critical transportation infrastructure assessments with the leading industry pavement and asset management platform, saving our clients time and money. Our data collection vehicles, ScanCars and E-scooters, enable municipalities to extract and monitor critical assets such as sidewalks, streets, traffic signage, pavement markings, and other transportation infrastructure assets.

The robust and highly customizable, AI and web-based GIS asset management platform, has changed the landscape in the industry. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including prioritization of sidewalk projects. Using unparalleled data visualization and budget optimization tools, our clients have created defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests. Plus, our Work Order Module has helped municipalities go from inefficient in-house emailing systems and spreadsheets to an easy-to-use platform that allows users to effectively schedule, track, and manage all work orders at the office and in the field.

Citylogix has grown to service over 400 customers throughout the U.S. and Canada. To date, we have assessed approximately 100,000 centerline miles of road, 15,000 miles of sidewalk, and over 60,000 ramps. With a team of 50+ professionals stationed throughout two countries, we continue to expand and grow, bringing on new municipal customers all over North America.

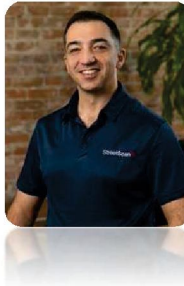
As our customers' needs evolve, so do our services and resources. Citylogix will change how you maintain your infrastructure assets – for the better and for the future.



2. OUR TEAM



Angie Stevens – Channel Sales Manager – Angie is responsible for developing and executing Citylogix's Partnership Program. Her primary goal is to build relationships with our partners and understand their needs. Angie provides project governance, customer on-boarding and enablement, and implements business strategies to drive and help the partners' customers realize the full potential of their Citylogix investment. She has a long history in developing channel relationships to create wins for her organizations, its partners, and most importantly its customers. Previously, Angie was a Channel Sales Manager at Cartegraph, as well as a Strategic Partner Account Manager at 360training and QuickStart. She received her B.A. in English from the University of Missouri – Columbia.



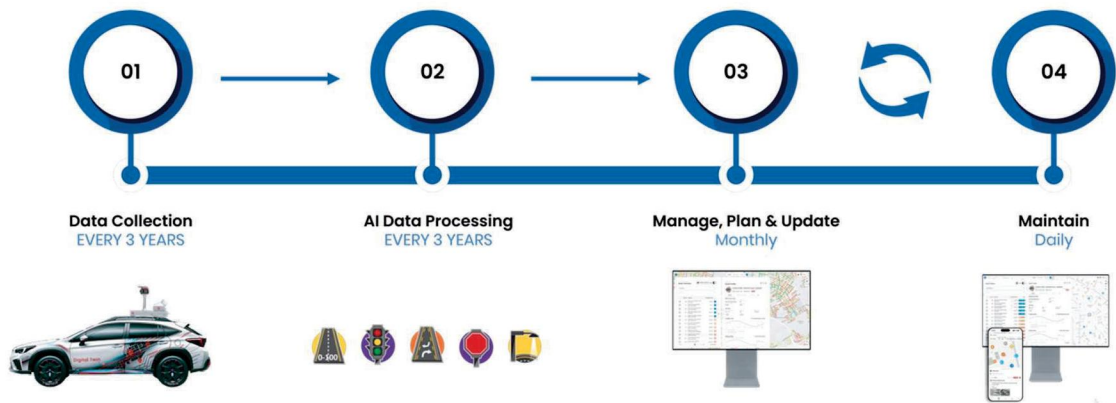
Ahmad Hassan – Director of Operations – At Citylogix, Ahmad is responsible for overseeing our North American operations and ensuring our customers' needs are met. Ahmad graduated from The Lebanese American University with an MBA in Business Management as well as a BS in Computer Science and gathered over 20 years of experience in the world of IT, most of which was in the GIS field. He co-founded Orion Middle East, a leader in the GIS mapping industry working throughout the Middle East region and consulted for several IT and GIS projects. Prior to joining Citylogix, Ahmad created iCare, a management system designed for schools and daycares currently in use in 15 countries around the world.



Chris Hahn – Director of Customer Success – Chris works closely with our customers throughout their implementation of our software and on-going customer care, helping to ensure that clients reach their goals for integrating asset management technologies to enhance their operations. Chris brings over 16 years of progressive experience in the software industry, most recently focusing on municipal enterprise level software solutions. Chris is primarily responsible for streamlining business operations, using his vast experience to ensure that consistent delivery and client satisfaction are the cornerstones of our customer's experience. Using his business analyst background, Chris is well positioned to understand customers' needs and goals to help tailor solutions that optimize their operations and workflows.

3. THE CITYLOGIX SYSTEM

Citylogix's vehicle-based data collection and cloud-based asset and work order management platform optimize your road budget and provide user-friendly analytics about the status of your street assets.



Data Collection/Processing

Citylogix's vehicles equipped with imaging systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

See Annex for more details on Data Collection.

Data Management

Collected data goes into our unique **cloud-based software**, allowing municipalities to visualize and manage road assets to schedule maintenance within a user-friendly GIS environment.

Our Work Order module, with its easy-to-use interface, allows municipalities to schedule, track and manage work orders, both in the office and in the field.

4. ENTERPRISE ASSET MANAGEMENT SOFTWARE

Citylogix helps municipalities strategically prioritize infrastructure investments through robust analytics and reporting tools. Our **AI-powered, cloud-based enterprise asset management software** is scalable and tailored to manage municipal assets throughout their entire lifecycle. The platform's advanced visualization and analytical capabilities prioritize maintenance and repair projects, optimize budgets, and prepare capital improvement plans. Real-time insights support better decision making, optimizes resource allocation and enhance service delivery.

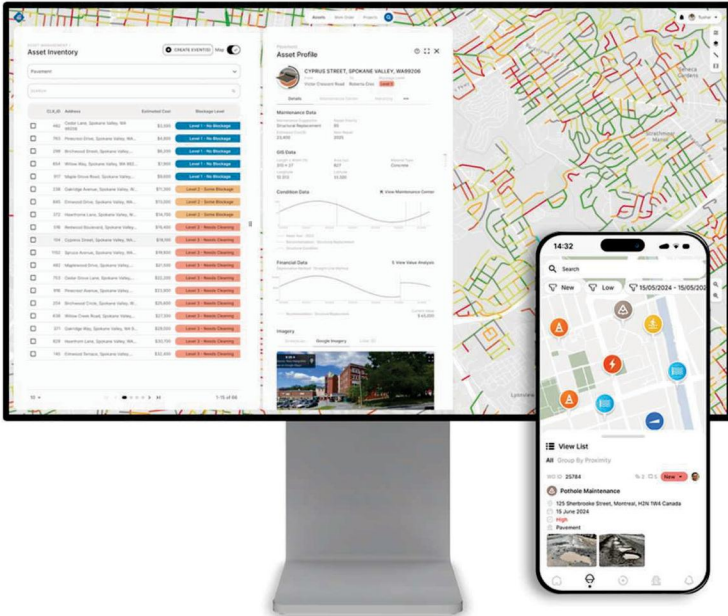
Citylogix also streamlines task management by enabling you to schedule, track, and manage all work orders from a centralized dashboard. Monitor performance metrics, improve accountability, and complete tasks in the field using our mobile app for seamless, on-the-go updates.

Citylogix's Key Functionalities include:

Decision-Making Tools ●

User-Friendly Dashboard ●





● Editing Capabilities

● Web-Based

● 360° Video & Imagery Support

Citylogix links work orders directly to your assets, eliminating inefficiencies and streamlining operations. Work orders move seamlessly from the office to the field and back, ensuring tasks get assigned, completed and tracked in real time. Our Citizen Engagement App makes it easy for residents to submit service requests while giving your team full visibility and control. With built-in 311 functionality, every request is acknowledged, tracked, and updated, helping you build trust and keep your community running smoothly.

5. PRICING OVERVIEW

5.1 DATA COLLECTION

PAVEMENT MANAGEMENT			
SERVICES INCLUDED	CENTERLINE MILES	\$/CL	TOTAL
ScanCar Data Collection	546 mi	\$140	\$76,440
Data Processing			
Pavement Project Management		\$20	\$10,920
GIS Coordination Fee - Fixed			\$1,500
Mobilization and Setup Cost			\$3,000
TOTAL			\$91,860

We have upcoming projects in your area this summer, which lets us share equipment mobilization and crew time across multiple clients. Scheduling your project now allows us to pass those savings directly to you.

Best value: Close by June 30, 2026	Standard Rate: Starting July 1, 2026
\$87,267 Save \$9,186 (5%) Priority scheduling in our summer queue	Scheduling subject to availability

1.1 SOFTWARE

ENTERPRISE ASSET MANAGEMENT SOFTWARE PACKAGES	
FEATURES	STREETLOGIX
Annual License	\$16,650
Annual Hosting	\$1,650
Imagery Hosting	\$2,730
Implementation	WAIVED
TOTAL	\$21,030

6. PROGRAM OPTIONS

TOTALSTREETS

An **end-to-end pavement management program** that spreads the cost in equal payments over four years.

Receive a snapshot of your network at regular 4-year intervals, equipping your team with the ongoing tools to analyze, visualize, and plan maintenance effectively.

- Year 1 full pavement condition data collection, all delivered in year 1.
- Four years of access to the Citylogix asset management software and software training
- Designed for cost predictability - One consistent low fee for each of the four years

SERVICE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
Pavement Assessment	\$91,360 \$87,267	\$0	\$91,360	\$0	\$178,627
 streetlogix with image viewer	\$21,030	\$21,030	\$21,030	\$21,030	\$84,120
Total Cost	\$108,297	\$21,030	\$112,390	\$21,030	\$262,747
<u>With Subscription:</u>					
TotalStreets Solution	\$65,686.75	\$65,686.75	\$65,686.75	\$65,686.75	\$262,747

What's included?

1. Collected Data



2. PCI

Standard PCI Rating Scale	
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed



3. 360° HD Imagery



4. Maintenance & Repair Strategies



5. Asset Management Software Data Hosting, Support, Advanced Analytics (3 years)

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

Citylogix offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, Citylogix's vehicles and cloud-based software, Citylogix, save you time and make your repair dollars go further. We have developed a four-step process to effectively Scan, Process and Manage your road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar



Citylogix collects LiDAR/imagery data and utilizes 360° imaging technology to measure road defects, such as cracking, bumps, and potholes. The 360° imaging camera provides a 10' of lateral road coverage and seamless road scanning in the direction of travel at speeds up to 65 mph., supplying imagery of the road surface and Right-of-Way assets. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Data collected is processed to assign an overall condition rating for each road (PCI). The rating ranges from 0-100, where 0 is the worst possible road and 100 is the best.

Sidewalks

Vehicle Deployed: E-Scooter



Citylogix has developed a scooter-based approach which captures all the necessary distresses. Citylogix utilizes high resolution 2D imaging technology to collect sidewalk video, and identify distresses such as cracks, surface distortions, general uplifts, and tree uplifts. A mobile phone and high-grade GPS device are used for controlling data collection.

Data collected is processed to assign an overall condition rating for each sidewalk. The rating ranges from 0-100, where 0 is the worst possible sidewalk and 100 is the best.

STEP 2: DATA EXTRACTION



Roads

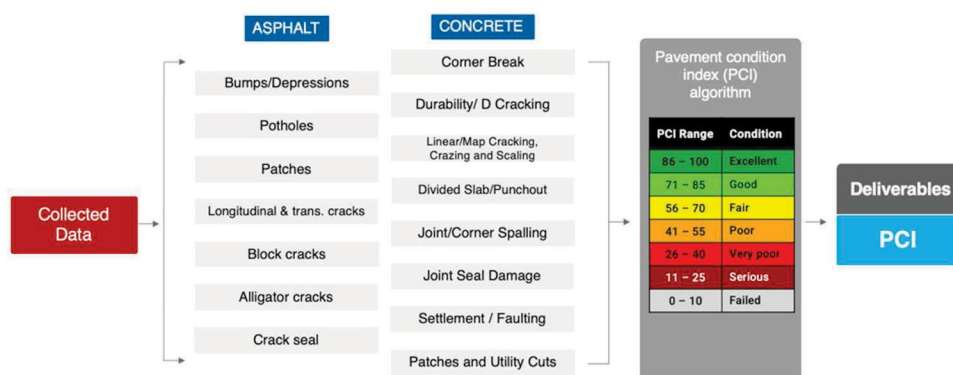
The collected data (TBs/day) is uploaded to the Citylogix server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **Citylogix Pavement Condition Index (PCI)** for each road segment. Citylogix's GIS specialists segment the pavement evaluation data based on our clients historical street segmentation or from intersection to intersection in the absence of that data.

Sidewalks

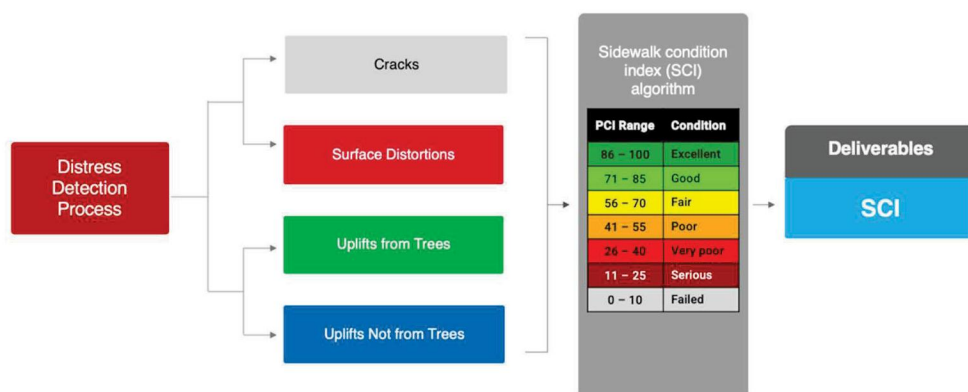
Data collected from the E-Scooter system is processed to identify the following for each sidewalk: material, quantity, location, and severity of distresses such as cracks, surface distortions, general uplifts, and tree uplifts. The distress information for each sidewalk is input to Citylogix's proprietary algorithm to calculate the sidewalk's condition rating.

Citylogix's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than grass, so it is given a greater weighting in the rating formula.

Roads Algorithm



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Citylogix, our GIS web-based application, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides staff an easy-to-use tool to quickly review PCI results, distress data and 360° images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Citylogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Citylogix provides powerful data visualization and management tools including 360° viewer and extensive charts and dashboards (example below).

Sidewalks

Municipalities are given access to our GIS web-based application, Citylogix, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses, and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Citylogix has many data import and export features making it compatible with any existing GIS solution. Citylogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).

Portal view: Overall stats and available layers

The screenshot displays the Citylogix portal interface. On the left, the 'Assets Inventory' table lists various pavement assets with columns for Area (sq), Clix Uid, PCI, From Street Name, To Street Name, Street Name, and Estimate Cost (\$). The table is filtered by 'Pavement' and shows 413 items. On the right, the 'Asset Profile' for 'HIKES LN' is displayed, showing details such as Maintenance Suggestion (Crack Seal - V3), Repair Priority (13.08), Estimated Cost (\$8,228), GIS Data (Surface Type: PCC, Functional Class Type: MINOR ARTERIAL), and a 360-degree image of the street.

Area (sq)	Clix Uid	PCI	From Street Name	To Street Name	Street Name	Estimate Cost (\$)
1431.00000000	12	72	NANKA RD	BOURBON AVE	HIKES LN	82
1461.00000000	13	19	KENT RD	LEXINGTON RD	TOP HILL RD	803
1251.00000000	14	54	DEAD END	AUDUBON PKY	HARMON CT	562
1025.00000000	15	53	5TH ST	DEAD END	GARLAND AVE	461
2396.00000000	16	5	DOUGLASS BLVD	THOMAS MERTON LN	SHEFFIELD BLVD	1317
1412.00000000	17	3	31ST ST	32ND ST	TYLER AVE	1414
2267.00000000	18	53	MARI GOLD AVE	HINDMAN RICHARDSON...	LOTUS AVE	1020
1402.00000000	19	10	GARDENIA CT	PEMBROKE RD	IRIS WAY	771
863.00000000	20	30	BERKSHIRE AVE	GARDENIA CT	IRIS WAY	474
1537.00000000	21	20	SHELBY ST	LOGAN ST	CALDWELL ST	845
447.00000000	22	0	45TH ST	SHAWNEE TER	W MAIN ST	245
3960.00000000	23	100	SCHOOL WAY	SOUTHERN PKY	FORUM AVE	
741.00000000	24	4	TABLE MOUNTAIN AVE	DEAD END	PINE MOUNTAIN DR	407
1828.00000000	25	60	I 64 RAMP	MARKET ST	ROY WILKINS AVE	822
1280.00000000	26	53	GARRETT ST	KENTON ST	RANKIN ST	576

STEP 4: MAINTENANCE PLANNING

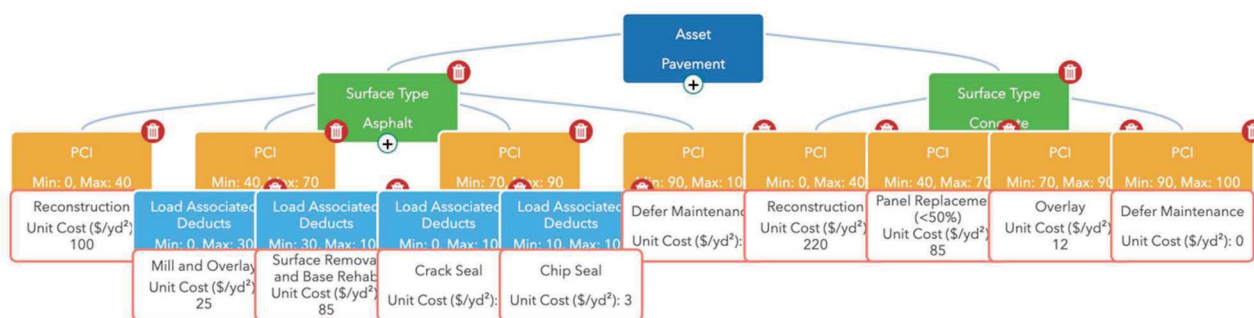


Roads

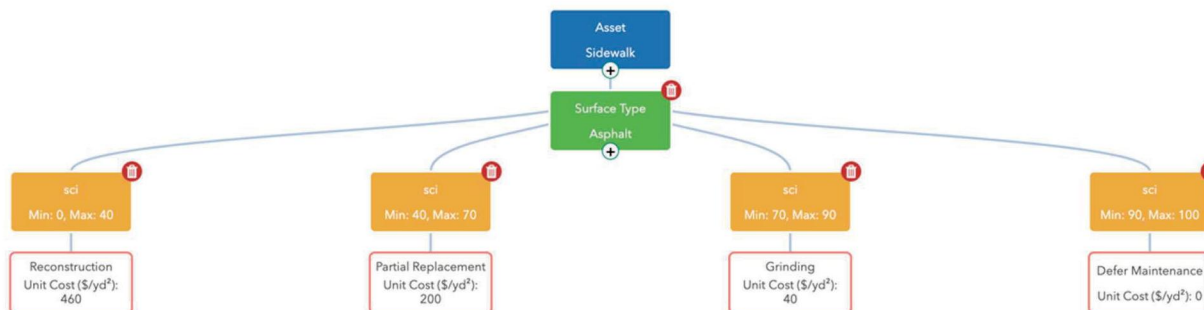
Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Citylogix asset management module. The results are compiled and reported to the client in our Citylogix software and as a digital storymap.

Our decision-trees are highly configurable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

Roads:



Sidewalks:



APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

360° Imagery

Asset	Description
360° Imagery	• Georeferenced 360 panoramic images • Esri-Compatible • .jpg format

Traffic Signage

Attributes	Description
Sign Category	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location	Global Positioning System (GPS) location (+/- 5 meters)
Sign Condition	Good, Fair, Critical rating assessed through review of daytime digital images

Pavement Markings

Attributes	Description
Category	Point Layer: Left Turn, Right Turn, Crosswalk, Lane Divider, etc. Line layer: Shoulder, Centerline, etc.
Location	Global Positioning System (GPS) location (+/- 5 meters)
Condition	• Assessment through review of daytime digital images • Based on remaining visibility of marking • Customer segmentation is used or default as intersection to intersection • Rating "Good" No noticeable wear on paint "Fair" Wear on paint with moderate line visibility "Critical" Substantial and impactful wear on paint with low level of marking visibility

Catch Basins

Citylogix provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basins

Manholes



Citylogix provides location of circular manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Trees

Citylogix provides tree locations which are situated in the right of way (between Curb of Street to Edge of Sidewalk), determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location

Roads GIS Database

Citylogix creates a Roads GIS Database by using a list of target roads or any State DOT database. Road segmentation will be intersection to intersection unless directed otherwise by the client. All data is provided as a GIS layer.

Deliverable:

- GIS layer of Roads segmented intersection to intersection

Sidewalk GIS Database

Citylogix provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

Citylogix provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable:

- GIS layer of the linear features where curbs are present

Sidewalk Width

Citylogix will take 2 measurements for every sidewalk (Start & End Point) and average the width for the entire segment.

ADA Ramp Compliance Survey

Citylogix's ADA ramp compliance criteria is based on both the 2010 Americans with Disabilities Act (ADA) standards and on discussions between Citylogix and engineers from the municipality. Citylogix measures all ADA ramp slopes associated with compliance using the digital level M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. In addition, Citylogix uses its E-Scooter system, equipped with a high-resolution video camera and a mobile phone with Global Positioning System (GPS). Dimension measurements, such as the width of the ADA ramp and landing area are measured using a handheld Lufkin Wheel measurement tool. All measurements are reviewed by quality control technicians and compliance is determined.

Citylogix determines ADA ramp compliance based on the measurements shown below:



Attributes	Compliance
Presence of Detectable Warning Surface	Yes/No
Surface Condition	(Good/Fair/Poor)
Ramp Obstruction	Yes/No
Slope – Running	< 4.8° (8.3%)
Slope – Cross	< 1.2° (2.08%)
Slope – Left Flare	< 5.7° (10%)
Slope – Right Flare	< 5.7° (10%)
Slope – Street Running	< 2.9° (5%)
Ramp Width	> 36" wide
Landing compliance	Landing must be present*

If any of the above criteria is not met, the ramp is considered ADA non-compliant.

**If a ramp landing is absent, it is typically not compliant. However, there is an exception to this rule. Specifically, if both ramps flares exist and their slopes are 10% or less, then it's acceptable for the landing to be absent and it's possible for the ramp to be COMPLIANT even though it's missing a landing.*

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/missing ramp:
- Compliance as per attributes above

Additional measurements beyond the scope of work for ADA compliance can be taken, if requested. Contact us for information and pricing.

©2025 Citylogix. All Copyrights Reserved.

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

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

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$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

Steve Flaherty, 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
Streetscan USA, Inc (the "Employer")
in the position of Director of Sales.
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 22nd day of June, 2026.



Printed: Steve Flaherty

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



Printed: Steve Flaherty

City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119317

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/3/2026			377657	Streetlogix Map subscription
STREETSCAN USA INC		Street Department		
VENDOR 605 SALEM ST		SHIP TO 3400 W. 131ST Street		
WAKEFIELD, MA 01880 -		Carmel, IN 46074-		
		Matt Higginbotham		(317) 733-2001
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108241				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-552.00

1 Each

Annual Data Management/License/TotalStreets

\$68,600.00 \$68,600.00

Sub Total \$68,600.00



Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$68,600.00

* 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

Lee Higginbotham
Commissioner

TITLE

Zac Jackson
CFO

CONTROL NO. **119317**



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 06/08/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: N/A

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☒ 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

School of Rock Fishers Summer Season Final Show

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

8/8/2026

Event Date End *

8/8/2026

Rain Date *

8/15/2026

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down (End) time: *

4:00:00 PM

Event Start time: *

12:00:00 PM

Event End time: *

3:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People

100

Expected: *

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
☐ 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 * Joshua Grube

Email * jgrube@schoolofrock.com

Phone Number: * 3175181014

Cell Number:

Name/Organization: School of Rock Fishers

Address

Street Address	
11740 Olio Rd	
Address Line 2	
Suite 100	
City	State / Province / Region
Fishers	Indiana
Postal / Zip Code	Country
46037	United States

Organization Type: * For-Profit Organization

Residency Is the Organization based within the City of Carmel city limits?

☐ Yes

☒ No

SECURITY DEPOSIT AND FEE:



A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:



The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Special Event/Facility Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

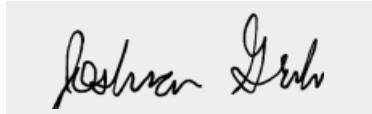
I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

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

School of Rock Fishers
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Josh Grube
Printed Name and Title (If applicable)

*

3175181014
Phone Number (Required)

11740 Olio Rd #100, Fishers, IN 46037
Address of Organization/Applicant

6/8/2026
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: _____

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- | | |
|---|---|
| ☐ Civic Square Fountain Area | ☐ Civic Square Gazebo / Lawn |
| ☐ Monon & Main Plaza | ☐ Midtown Plaza |
| ☐ Reflecting Pool | ☒ Other |
| | 3.1 miles in Carmel City Streets FunRun |

- Please click [here](#) to request the Carter Green or East Patio.

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

The 5th Annual FOXP1 5K Walk/Run for Awareness is hosted by Mia's Movement. Amelia (Mia) Dury was diagnosed with FOXP1 syndrome when she was 10 months old. She is now 8 years old. I am asking for approval from the City of Carmel again to host Mia's Movement (5K Walk/Run for approximately 400 participants) on August 15, 2026 at OLMC Sports Fields, 14598 Oak Ridge Road, Carmel, IN 46032. We have approval from the Carmel Police Department and Our Lady of Mount Carmel where the event will start and finish. Since we are using Carmel City streets, we would appreciate and would love to have your approval again for this event. Thank you so much.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

8/15/2026

Event Date End *

8/15/2026

Rain Date *

8/16/2026

If multiple dates, please list

Set-Up time: *

8:00:00 AM

Tear Down (End) time: *

11:55:00 AM

Event Start time: *

9:00:00 AM

Event End time: *

11:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

400

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☒ Yes ☐ No

Fees (cont'd)

Purpose of fee

There is no fee, however donations are accepted for the International FoxP1 Foundation for further research.

2. STREET(S) REQUESTED:**Neighborhood**

No streets need to be closed.

Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission

Mia's Movement Walk-Run.pdf

1.12MB

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

No road closures. Officer Mason Hoke from the Carmel Police Department will be crossing the participants from the OLMC Sports Fields onto Oak Ridge Rd. The participants will follow Oak Ridge to Bennett Rd and follow signs for the 5K walk/run.

3. SPECIAL REQUESTS:**Requests:**

- ☐ Electricity
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☒ Other No special requests

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

I have been in contact with Lieutenant Todd Rush with the Carmel Police Department and he has arranged for Carmel Police Officer Mason Hoke to work the event. Officer Hoke will be crossing the participants over Oak Ridge Road. He has worked this event in the past and was absolutely wonderful! He made such positive connections with the kids and their parents, building long term trust. Lieutenant Rush has the required forms: The Request for Outside Employment, the Indemnification Agreement and the FoxP1 Foundation Certificate of Insurance

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 We will set up some tables for snacks and water at OLMC Sports Fields.. We have approval from Father Richard Doerr, Our Lady of Mount Carmel Pastor. We also will be putting directional signage along the 3.1 route. I always ask permission from each resident along the route before I put the 18"x24" sign in their yard. I will put a sign at each turn on August 14th and will remove each sign by 11:30am after the event on August 15th. In the past, all the residents have been wonderful and are fine with a sign in their yard for less than 24 hours.

Nancy Dury

Name of Merchants(s) doing the setup

3173453194

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 * Nancy Dury and Caroline Dury

Email *

Phone Number: *

Cell Number: same

Name/Organization: International FoxP1 Foundation / The Dury Family

Address

Street Address

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

United States

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

- ☒ Yes
☐ No

SECURITY DEPOSIT AND FEE:

A refundable **Security Deposit in the amount of \$100** for *any applicant located or residing **within** Carmel city limits* or a **non-refundable event fee in the amount of \$150** for *any applicant located or residing **outside** of Carmel city limits* **must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:



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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.

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.

Nancy Dury (International FoxP1 Foundation)

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Nancy Dury

Printed Name and Title (If applicable)

*

[Redacted] (Required)

[Redacted]
Carmel, IN
46032
Address of Organization/Applicant

6/7/2026
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

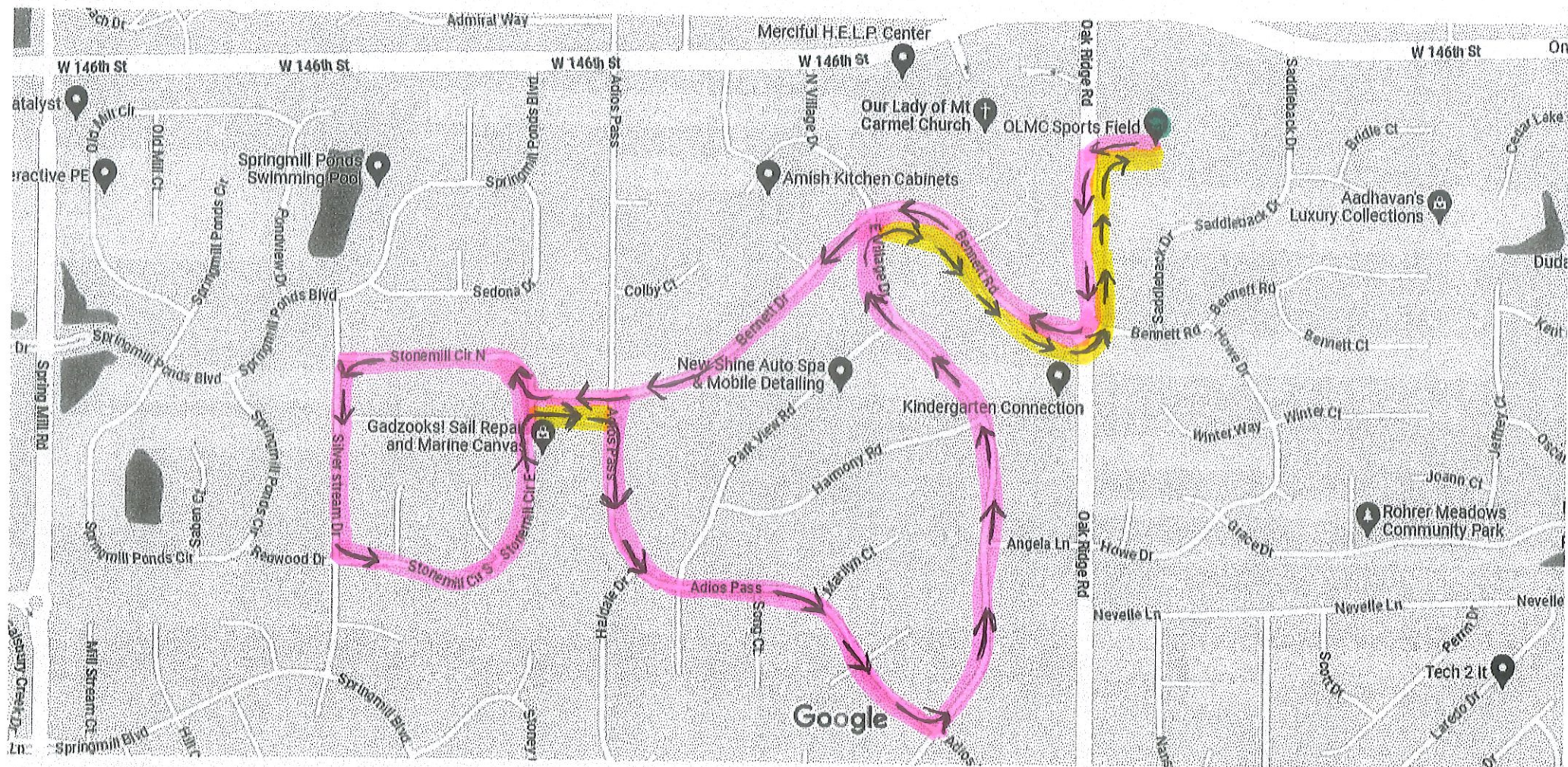
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



Map data ©2023 500 ft

- START LINE on marked drive on the OLMC Sports Fields. Police officer will cross participants across Oak Ridge Rd. onto the street heading south.
 - Oak Ridge Dr. to Bennett Dr. turn RIGHT
 - RIGHT on Stone Mill Cir N
 - LEFT on Silver Stream Dr.
 - LEFT on Stone Mill Cir S
 - RIGHT on Bennett Dr.
 - RIGHT on Adios Pass
 - LEFT on Village Dr.
 - RIGHT on Bennett Dr.
 - LEFT on sidewalk on Oak Ridge Rd. to FINISH LINE at the Sports Fields.
- 3.1 miles (5K)

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- ☐ Civic Square Fountain Area
 ☐ 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

Street closure for the annual neighborhood party.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

9/26/2026

Event Date End *

9/26/2026

Rain Date *

10/3/2026

If multiple dates, please list

Set-Up time: *

12 00 00 PM

Tear Down (End) time: *

10 00 00 PM

Event Start time: *

5:00:00 PM

Event End time: *

9:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

150

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

Huntington Drive between Bradbury and Westminster Way

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission

Road Closure Map .jpg

512.98KB

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

Closure will be partial for the street it will go from Westminster and Huntington Dr. to the driveway of the address 4994 Huntington Dr.

3. SPECIAL REQUESTS:**Requests:**

- ☐ Electricity
☐ 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

2602414865

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?

2-4

7. CONTACT INFORMATION:**Contact Person***

Kelli Sims

Email***Phone Number:*****Cell Number:****Name/Organization:** Kingswood HOA**Address**

Street Address

Address Line 2

City

Carmel

Postal / Zip Code

46033

State / Province / Region

Indiana

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.

Kingswood HOA/Kelli Sims
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kelli Sims
Printed Name and Title (If applicable)

*



Phone Number (Required)



Address of Organization/Applicant

6/9/2026
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

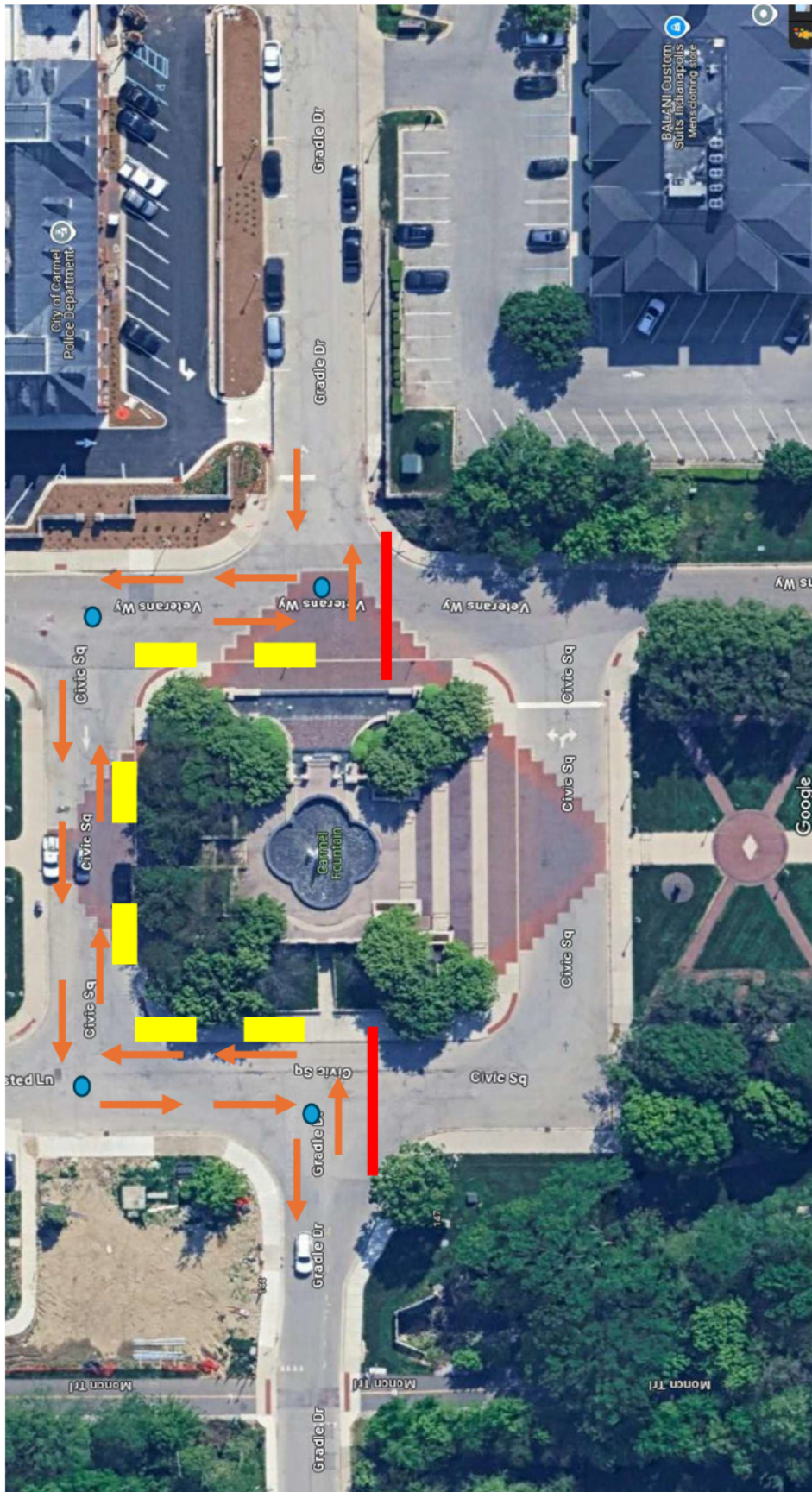
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



- 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).



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 06/12/2026

Department Review:

MAC: yes

CFD: yes

ENG: yes

STREETS: yes

CPD: yes

PARKS: N/A

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Midtown Plaza

☐ Reflecting Pool

☒ Other

Carmel City Center

- Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Annual fall German festival themed event at Carmel City Center highlighting area merchants.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

10/2/2026

Event Date End *

10/2/2026

Rain Date *

10/2/2026

If multiple dates, please list

Set-Up time: *

10:00:00 AM

Tear Down (End) time: *

11:00:00 PM

Event Start time: *

6:00:00 PM

Event End time: *

10:00:00 PM

Rehearsal

☒ 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

Veterans Way, Hanover Place

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Oktoberfest Map 2026.pdf

986.84KB

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
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☒ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☒ Extra Patrol During Event (when available)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☒ No Parking Signs (Pick up at Carmel Police Department)
- ☒ Trash Trailer (\$150 fee may be applied for use)
- ☐ N/A
- ☐ Other

Cones *

Agreement must be signed with Carmel Street Department before delivery/pickup

- ☒ Standard Cones
- ☐ Tall Skinny Cones
- ☒ Barricades (used to close roads)
- ☐ Crowd-Control Gates

Barricades *

Please note the number of Barricades needed

4

Standard Cones *

Please note the number of Standard Cones needed

30

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

20

5. EVENT SET UP:

- ☒ Stage

24 ft x 14ft

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

Party Time Rental

Name of Merchants(s) doing the setup

3175362022

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?

9

7. CONTACT INFORMATION:

Contact Person*

Kenna Dishmond

Email*

kdishmond@carmel.in.gov

Phone Number:*

3177719972

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

10 Carter Green

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

Indiana

Country

United States

Organization Type:*

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

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Mayor's Office

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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
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kenna Dishmond, Community Relations
Specialist
Printed Name and Title (If applicable)

*

317-771-9972
Phone Number (Required)

1 Civic Square, Carmel IN
Address of Organization/Applicant

6/12/2026
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: _____



Bringing Tent



Party Time Rental



Stage/
Sound



Pedcor/
Res.



Barricades



Power



Ice Machine



RR Trailer



Restrooms



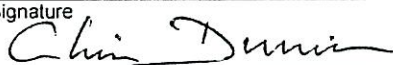
Trash Trailer



**DESIGNATED OUTDOOR REFRESHMENT
AREA (DORA) DESIGNATION**
State Form 57288 (6-23)

INDIANA ALCOHOL AND TOBACCO COMMISSION
302 West Washington Street, Room E-114
Indianapolis, IN 46204
(317) 232-2430
<http://www.in.gov/alc>

- INSTRUCTIONS**
1. Please type or print clearly.
 2. There is no charge or fee to be designated as part of a designated outdoor refreshment area (DORA).
 3. If you already hold a retail permit within a DORA and are requesting a DORA permittee designation, please complete Sections 1, 3, and 4 below.
 4. If you will be obtaining a temporary beer and wine permit, requesting supplemental catering authority, or are a craft manufacturer requesting to operate within a DORA on a temporary basis, please complete Sections 2, 3, and 4 below.

SECTION 1: RETAIL PERMITTEES		
Permittee name (as printed on permit) OSF INTERNATIONAL INC	Permittee number RR2933988	
Doing business as (d/b/a) THE OLD SPAGHETTI FACTORY	Permit expiration date (mm/dd/yyyy) 7/21/26	
Permit address (number and street, city, state, and ZIP code) 918 S RANGELINE RD, CARMEL, IN 46032		
Name of person making application CAREY HANCE	Telephone number 503.225.0433 EXT 351	E-mail address CAREYH@OSF.COM
Has the DORA already been approved by the ATC? ☒ Yes ☐ No	DORA Reference Number (approved DORAs only) DA2900044	
SECTION 2: TEMPORARY VENDORS, SUPPLEMENTAL CATERERS & CRAFT MANUFACTURERS		
Please select one: ☐ Temporary beer and wine permit ☐ Supplemental catering permit ☐ Craft manufacturer (artisan distiller, farm winery, small brewer)		
Permittee name	Permit number (catering and manufacturing permits only)	
Doing business as (d/b/a)	Permit expiration date (mm/dd/yyyy) (catering and manufacturing permits only)	
Address (number and street, city, state, or ZIP code) or description of designated vendor/caterer area		
Name of person making application	Telephone number	E-mail address
DORA Reference Number	Start date (mm/dd/yyyy)	End date (mm/dd/yyyy)
SECTION 3: LOCAL JURISDICTION APPROVAL		
Printed name of city or town official	Date (mm/dd/yyyy)	
Signature	Title	
SECTION 4: CERTIFICATION AND SIGNATURE		
I hereby certify that I have reviewed this application form prior to signing, and that all information provided herein is true and correct. I acknowledge and understand that it is a felony under Indiana law to misrepresent or falsify any portion of this application or attached documents.		
Printed name of applicant Chris Dussin	Date (mm/dd/yyyy) 6/09/2026	
Signature 	Title CEO	



DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) DESIGNATION

State Form 57288 (6-23)

Reset Form

INDIANA ALCOHOL AND TOBACCO COMMISSION

302 West Washington Street, Room E-114

Indianapolis, IN 46204

(317) 232-2430

<http://www.in.gov/atc>

INSTRUCTIONS

1. Please type or print clearly.
2. There is no charge or fee to be designated as part of a designated outdoor refreshment area (DORA).
3. If you already hold a retail permit within a DORA and are requesting a DORA permittee designation, please complete Sections 1, 3, and 4 below.
4. If you will be obtaining a temporary beer and wine permit, requesting supplemental catering authority, or are a craft manufacturer requesting to operate within a DORA on a temporary basis, please complete Sections 2, 3, and 4 below.

SECTION 1: RETAIL PERMITTEES

Permittee name (as printed on permit) The Champagne Society LLC	Permittee number 39-3986692	
Doing business as (d/b/a) The Champagne Society	Permit expiration date (mm/dd/yyyy) 12/01/27	
Permit address (number and street, city, state, and ZIP code) 228 W Main St. Carmel, IN 46032		
Name of person making application Chad Helm	Telephone number 317-750-7184	E-mail address helmchad@hotmail.com
Has the DORA already been approved by the ATC? ☒ Yes ☐ No	DORA Reference Number (approved DORAs only) DA2900044	

SECTION 2: TEMPORARY VENDORS, SUPPLEMENTAL CATERERS & CRAFT MANUFACTURERS

Please select one:

☐

Temporary beer and wine permit

☐

Supplemental catering permit

☐

Craft manufacturer (artisan distiller, farm winery, small brewer)

Permittee name	Permit number (catering and manufacturing permits only)	
Doing business as (d/b/a)	Permit expiration date (mm/dd/yyyy) (catering and manufacturing permits only)	
Address (number and street, city, state, or ZIP code) or description of designated vendor/caterer area		
Name of person making application	Telephone number	E-mail address
DORA Reference Number	Start date (mm/dd/yyyy)	End date (mm/dd/yyyy)

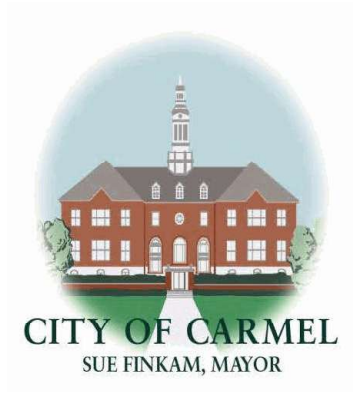
SECTION 3: LOCAL JURISDICTION APPROVAL

Printed name of city or town official	Date (mm/dd/yyyy)
Signature	Title

SECTION 4: CERTIFICATION AND SIGNATURE

I hereby certify that I have reviewed this application form prior to signing, and that all information provided herein is true and correct. I acknowledge and understand that it is a felony under Indiana law to misrepresent or falsify any portion of this application or attached documents.

Printed name of applicant Chad Helm	Date (mm/dd/yyyy) 06/11/2026
Signature 	Title Owner



6/18/2026

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

Re: Consent to Encroach (Paver Patio) at 9872 Morningstar Ln

Dear Board Members:

A Consent to Encroach document signed by Muehlbauer, Andreas & Tanya Muehlbauer h&w, owners of the property with the common address 9872 Morningstar 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 07/01/2026 BPW meeting.

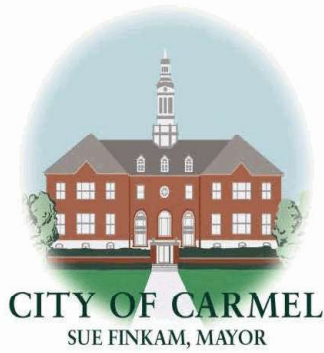
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley Pease", written in a cursive style.

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



6/18/2026

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

Re: Request for Variance (Paver Patio) at 9872 Morningstar Ln

Dear Board Members:

Muehlbauer, Andreas & Tanya Muehlbauer h&w, owner of the property with the common address 9872 Morningstar Ln, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Paver Patio 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 George Gruchalski at 10:52 am, Jun 18, 2018

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Muehlbauer, Andreas & Tanya Muehlbauer h&w, 9872 Morningstar Ln, Carmel, Hamilton County, Indiana 46280, (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 39 ("Lot") in SUNRISE ON THE MONON, 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 5 SLIDE 400, Instrument Number 2015-53081 in the Office of the Hamilton County Recorder on 10/08/2015, as SUNRISE ON THE MONON, section (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 20-foot drainage and utility easement , identified as "20' DUE" on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

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

"OWNER"

PROPERTY OWNER

Andreas Muehlbauer

Printed Name

[Signature]

Signature

Date: 6/17/2026

PROPERTY OWNER

Tanya Muehlbauer

Printed Name

[Signature]

Signature

Date: 6-17-2026

STATE OF INDIANA)

COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared Andreas and Tanya Muehlbauer 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 17 day of June, 2026.

My Commission Expires:

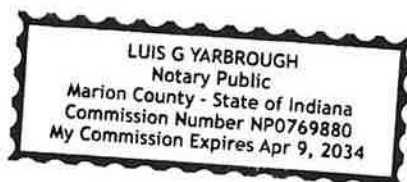
Apr 9, 2034

NOTARY PUBLIC

Luis G Yarbrough

Printed Name

My County of Residence: Marion



"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__.

My Commission Expires:

NOTARY PUBLIC

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

LEGAL DESCRIPTION

TRACT 1

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST LOCATED IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST RUNNING THENCE WEST 402 FEET TO AN IRON STAKE; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 325 FEET TO AN IRON STAKE; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THIS TRACT 402 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH ON AND ALONG SAID EAST LINE 325 FEET TO THE PLACE OF BEGINNING, CONTAINING 3 ACRES, MORE OR LESS, IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA.

ALSO EXCEPT THAT REAL ESTATE CONVEYED TO THE CITY OF CARMEL BY WARRANTY DEED DATED AUGUST 9, 2006, AND RECORDED JANUARY 10, 2007, AS INSTRUMENT 2007002077, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT-OF-WAY LINES DEPICTED ON THE ATTACHED RIGHT-OF-WAY PLAT MARKED EXHIBIT "B" DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 07 MINUTES 23 SECONDS WEST (BEARING ASSUMED) 1014.08 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF A 3 ACRE EXCEPTION PARCEL DESCRIBED IN A WARRANTY DEED RECORDED AS INSTRUMENT NO. 9509568876 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 89 DEGREES 05 MINUTES 53 SECONDS WEST 70.01 FEET ALONG THE NORTH LINE OF SAID EXCEPTION PARCEL TO POINT "336" DESIGNATED ON SAID PLAT; THENCE NORTH 0 DEGREES 07 MINUTES 23 SECONDS EAST 1013.34 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER AND POINT "336" DESIGNATED ON SAID PLAT; THENCE SOUTH 89 DEGREES 41 MINUTES 08 SECONDS EAST 70.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 1.829 ACRES, MORE OR LESS.

ALSO EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: BEING A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 09 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 953.30 FEET; THENCE SOUTH 30 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 142.48 FEET; THENCE NORTH 83 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 157.14 FEET; THENCE SOUTH 71 DEGREES 53 MINUTES 18 SECONDS WEST, A DISTANCE OF 80.17 FEET; THENCE SOUTH 57 DEGREES 27 MINUTES 23 SECONDS WEST, A DISTANCE OF 108.08 FEET; THENCE NORTH 42 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 20.86 FEET; THENCE NORTH 54 DEGREES 34 MINUTES 56 SECONDS WEST, A DISTANCE OF 58.10 FEET; THENCE NORTH 70 DEGREES 32 MINUTES 07 SECONDS WEST, A DISTANCE OF 84.10 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 22 SECONDS WEST, A DISTANCE 83.30 FEET; THENCE SOUTH 82 DEGREES 18 MINUTES 37 SECONDS WEST, A DISTANCE OF 89.91 FEET; THENCE SOUTH 37 DEGREES 24 MINUTES 33 SECONDS WEST, A DISTANCE OF 80.41 FEET; THENCE SOUTH 17 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 80.54 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 43 SECONDS EAST, A DISTANCE OF 77.10 FEET; THENCE SOUTH 25 DEGREES 11 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.41 FEET; THENCE SOUTH 50 DEGREES 05 MINUTES 08 SECONDS EAST, A DISTANCE OF 80.13 FEET; THENCE SOUTH 71 DEGREES 25 MINUTES 32 SECONDS EAST, A DISTANCE OF 70.18 FEET; THENCE SOUTH 83 DEGREES 55 MINUTES 02 SECONDS EAST, A DISTANCE OF 30.18 FEET; THENCE SOUTH 33 DEGREES 20 MINUTES 53 SECONDS WEST, A DISTANCE OF 239.13 FEET; THENCE SOUTH 06 DEGREES 37 MINUTES 07 SECONDS WEST, A DISTANCE OF 129.76 FEET; THENCE SOUTH 15 DEGREES 28 MINUTES 13 SECONDS EAST, A DISTANCE OF 74.71 FEET; THENCE SOUTH 44 DEGREES 37 MINUTES 03 SECONDS EAST, A DISTANCE OF 113.47 FEET; THENCE SOUTH 71 DEGREES 50 MINUTES 39 SECONDS EAST, A DISTANCE OF 130.95 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 80.88 FEET; THENCE SOUTH 83 DEGREES 08 MINUTES 25 SECONDS WEST, A DISTANCE OF 485.78 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 07 MINUTES 43 SECONDS EAST, ALONG THE SAID WEST LINE, A DISTANCE OF 1194.45 FEET TO THE PLACE OF BEGINNING, CONTAINING 9.754 ACRES OR (424,871 SQUARE FEET), MORE OR LESS.

Exhibit A, continued

TRACT 2

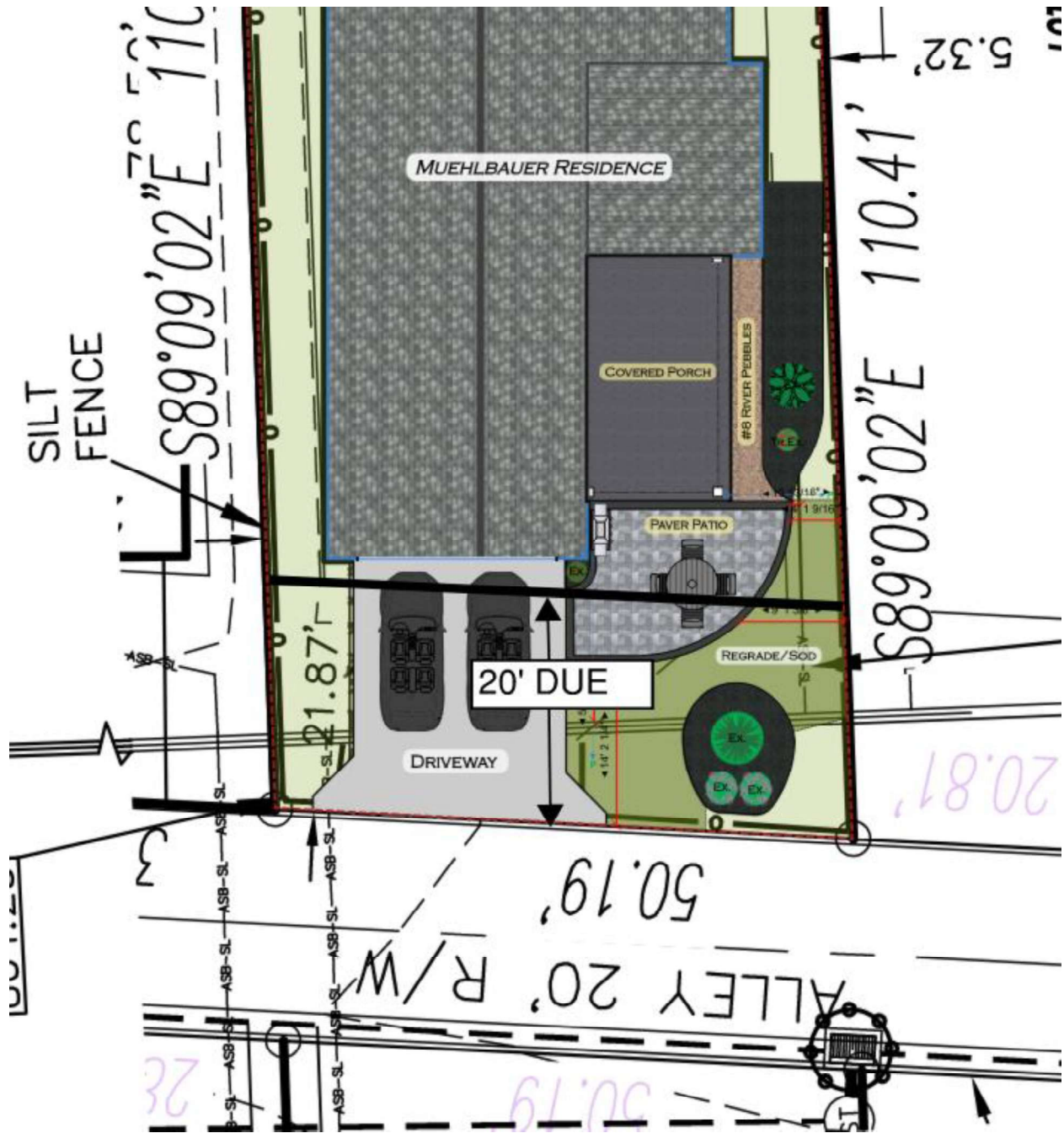
PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST; RUNNING THENCE WEST 402 FEET TO AN IRON STAKE; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 325 FEET TO AN IRON STAKE; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THIS TRACT 402 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH ON AND ALONG SAID EAST LINE 325 FEET TO THE PLACE OF BEGINNING, CONTAINING 3 ACRES, MORE OR LESS.

EXCEPT FOR THE FOLLOWING DESCRIBED REAL ESTATE: A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THE REAL ESTATE DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT MARKED EXHIBIT "B", BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 05 MINUTES 53 SECONDS WEST (BEARING ASSUMED) 70.01 FEET ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION TO POINT "337" DESIGNATED ON SAID PLAT; THENCE NORTH 0 DEGREES 07 MINUTES 23 SECONDS EAST 325.00 FEET TO THE NORTH LINE OF THE GRANTOR'S LAND AND POINT "338" DESIGNATED ON SAID PLAT; THENCE SOUTH 89 DEGREES 05 MINUTES 53 SECONDS EAST 70.01 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 07 MINUTES 23 SECONDS WEST 325.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING AND CONTAINING 0.522 ACRES, MORE OR LESS.

Total platted area = 70.382 Acres

THIS SUBDIVISION CONSISTS OF 148 LOTS
NUMBERED 1-148, 2 BLOCKS LABELED BLOCK
A & B, AND 14 COMMON AREAS LABELED
C.A. #1-14. THE SIZE OF LOTS AND WIDTHS
OF STREETS ARE SHOWN IN FEET AND
DECIMAL PARTS THEREOF.

Exhibit B



CTE - 9872 MORNINGSTAR LANE - MUEHLBAEUR

Final Audit Report

2026-06-19

Created:	2026-06-18
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd3OpbE6qG2Y4KfMd3JPCBi0ObdasswCL

"CTE - 9872 MORNINGSTAR LANE - MUEHLBAEUR" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-06-18 - 3:09:26 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-06-18 - 3:11:24 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-06-19 - 12:29:46 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-06-19 - 12:29:58 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-06-19 - 12:29:58 PM GMT

6/23/2026

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

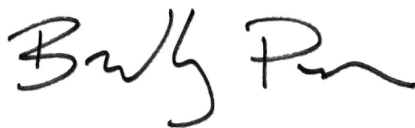
RE: RIGHT OF WAY DEDICATION – 12550 SPRING MILL RD

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

DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY
Part of Tax Parcel No. 17-09-34-00-00-009.000

THIS INDENTURE WITNESSETH:

That William J. Hurre Jr. a/k/a William J. Hurre and Jennifer N. Hurre, husband and wife (collectively, "Grantor"), the fee simple owners 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 Grantee, 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.

Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 2026 payable 2027. This obligation shall survive the conveyance of the Property and shall be enforceable by Grantee in the event of any non-payment.

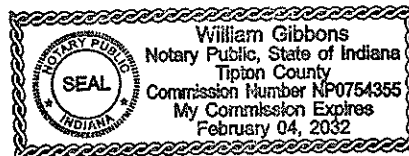
[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 16 day of June, 2026

GRANTOR:

[Signature]
William J. Hurre Jr. a/k/a William J. Hurre
[Signature]
Jennifer N. Hurre

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)



Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared William J. Hurre Jr. a/k/a William J. Hurre and Jennifer N. Hurre, husband and wife, 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 16th day of June, 2026.

My Commission No./Expiration:
February 04, 2032

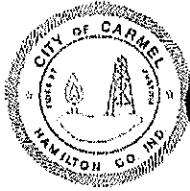
My County of Residence:
Tipton County

[Signature]
Notary Public
William Gibbons
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

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, 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____.

My Commission No./Expiration:

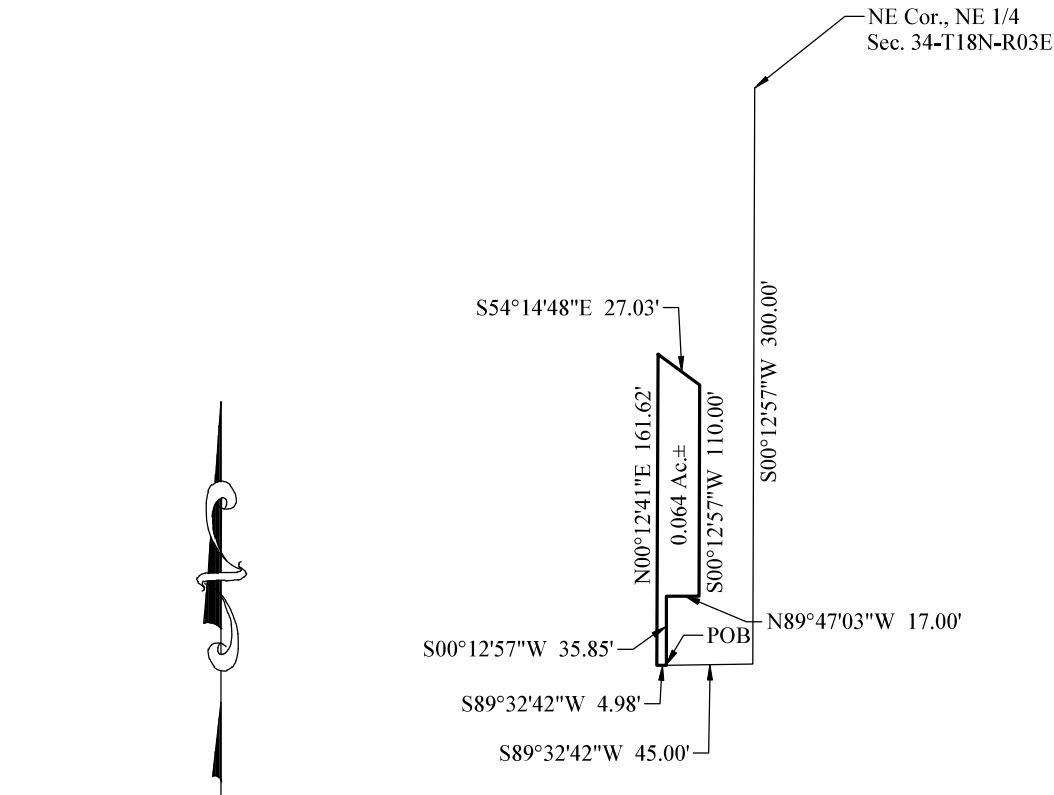
NOTARY PUBLIC

Printed Name

My County of Residence:_____

Exhibit A

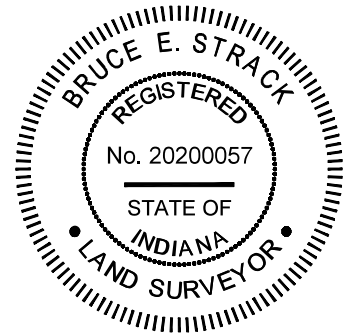
Prepared for: Will Hurre
Public Right-of-Way Exhibit



GRAPHIC SCALE
100' 0 50' 100'
(IN FEET)
1" = 100 FT

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED
AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY,
A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

Bruce E. Strack
Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Date: February 24, 2026



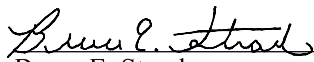
 STOEPPELWERTH ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	DRAWN BY: JAB		PAGE 1 OF 2 SHEETS JOB NO. 111103
	CHECKED BY: BES		
	DATE DRAWN: 02-24-2026		
	FIELDWORK DATE: N/A		

Exhibit B
Prepared for: Will Hurrele
Public Right-of-Way Description

Right-of-Way Description:

A part of the Northeast Quarter of Section 34, Township 18 North, Range 03 East of the Second Principal Meridian, Clay Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoepelwerth and Associates, Inc. as part of Project 111103, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 00 degrees 12 minutes 57 seconds West (assumed bearing) along the East line of said Quarter Section, a distance of 300.00 feet to the South line of the second described parcel of the land described in Instrument Number 2024005038 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 32 minutes 42 seconds West, along the South line of said land, a distance of 45.00 feet to the westerly Right-of-Way of Spring Mill Road, as described in Instrument Number 200200061252 in said Recorder's Office and the POINT OF BEGINNING of this description; thence continuing along said parcel line South 89 degrees 32 minutes 42 seconds West, a distance of 4.98 feet; thence North 00 degrees 12 minutes 41 seconds East, a distance of 161.62 feet to said Right-of-Way line; thence along said Right-of-Way line the following 4) courses and distances: 1) South 54 degrees 14 minutes 48 seconds East, a distance of 27.03 feet; 2) thence South 00 degrees 12 minutes 57 seconds West, a distance of 110.00 feet; 3) thence North 89 degrees 47 minutes 03 seconds West, a distance of 17.00 feet; 4) thence South 00 degrees 12 minutes 57 seconds West, a distance of 35.85 feet to the Point of Beginning. Containing 0.064 acres, more or less.


Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Date: February 24, 2026



	S T O E P P E L W E R T H A L W A Y S O N 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	DRAWN BY: JAB CHECKED BY: BES DATE DRAWN: 02-24-2026 FIELDWORK DATE: N/A	PAGE 2 OF 2 SHEETS JOB NO. 111103
--	--	--	---

June 24, 2026

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – COMCAST – 96TH AND CEDAR POINT DRIVE

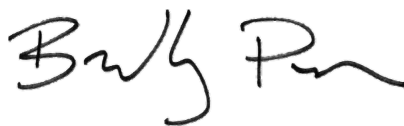
Dear Board Members:

Comcast is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) to install new aerial fiber optic cables near 96th and Cedar Point Drive (exhibit attached). The new cables are proposed in an area currently served by aerial services and will be overlashed to existing aerial strands. No new poles will be installed as part of the project.

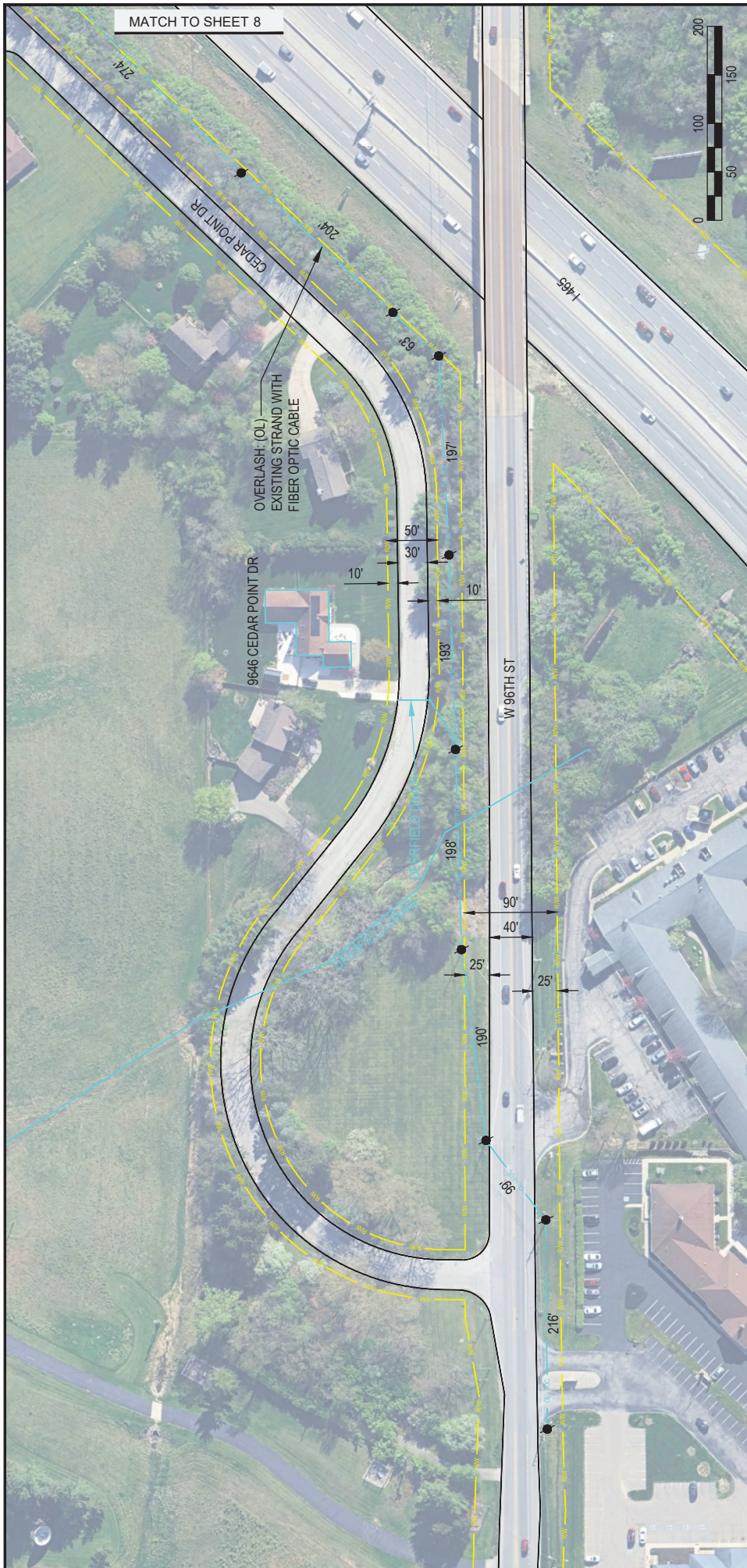
The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the approval of this waiver does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,



Bradley Pease, P.E.
City Engineer



Bore and Place Duct 2 - 1 1/4"	Cut and Place Duct 2 - 2"	Bore and Place Duct 1 - 4"	Place Fiber in Blow and Pull Existing Duct	Blow and Pull Coax	Work Within Right of Way	Place Vault 30"x48"x36"	Place Power Supply	Pole Count	Delash/ Relash	Place New Strand and Fiber	Place New Strand and Coax	Overlap New Fiber to Existing Strand	Overlap New Strand
-	-	-	-	-	1634	-	-	9	-	-	-	1634	-



BSM Groups LLC
812-271-2400

CITY OF CARMEL
RIGHT OF WAY PERMIT

PROJECT:
NODE SPLIT E073
LOCATION: W 96th St and Cedar Point Dr
Carmel, IN
(Hamilton Only, Clay Township)

SCOPE OF WORK:
Approximately 2246' (ft) of New Overhead Cable;
Approximately 35' (ft) of New Underground Cable
Conduit Depth: 30" (in) Standard / Unless Specified

DESIGN: P1MM06/11/2026
CONST SET: XXX
REV 1: P1MM 06/22/2026
ADD: XXX
AS BUILT: XXX

PERMITS REQUIREMENTS:
RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAIL ROAD: NOT REQUIRED

BSM # / CLIENT #
25-00748-02 / JB000249/032

SHEET: 7
OF: 9







Bore and Place Duct 2 - 1 1/4"	Cut and Place Duct 2 - 2"	Bore and Place Duct 1 - 4"	Place Fiber in Blow and Pull Existing Duct	Blow and Pull Coax	Work Within Right of Way	Place Vault 30"x48"x36"	Place Power Supply	Pole Count	Delash/Relash	Place New Strand and Fiber	Place New Strand and Coax	Overlap New Fiber to Existing Strand	Overlap New Coax to Existing Strand
-	15	-	-	15	625	-	1	4	-	-	-	610	-

SHEET 8



BSM Groups LLC
812-271-2400

CITY OF CARMEL
RIGHT OF WAY PERMIT

PROJECT:
NODE SPLIT E073
LOCATION: W 96th St and Cedar Point Dr
Carmel, IN
(Hamilton Only, Clay Township)

SCOPE OF WORK:
Approximately 2245' (ft) of New Overhead Cable;
Approximately 35' (ft) of New Underground Cable
Conduit Depth: 30" (in) Standard / Unless Specified

DESIGN: P1MM06/11/2026
CONST SET: XXX
REV 1: P1MM 06/22/2026
ADD: XXX
AS BUILT: XXX

PERMITS REQUIREMENTS:
RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAILROAD: NOT REQUIRED

BSM # / CLIENT #
25-00748-02 / JB000249/039

SHEET: 8
OF: 9





AERIAL WAIVER-Comcast- 96th and Cedar Point Overlash

Final Audit Report

2026-06-24

Created:	2026-06-24
By:	Caleb Warner (cwarner@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtzZwZsNQed62fQ5na_PdS-2Q4AKE5Mhd

"AERIAL WAIVER-Comcast- 96th and Cedar Point Overlash" History

-  Document created by Caleb Warner (cwarner@carmel.in.gov)
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-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-06-24 - 6:30:52 PM GMT
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2026-06-24 - 7:37:01 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-06-24 - 7:37:15 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
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