

Board of Public Works and Safety Meeting
Agenda
Wednesday, January 24, 2024 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the January 11, 2024, Regular Meeting**

2. CONTRACTS

- a. **Resolution BPW 01-24-24-02; Request for Acknowledgment of Contract between City and Vendor; Granicus, LLC; (\$2,500.00); Address Lookup Changes for Website; Additional Services Amendment; Rebecca Carl, Interim Director of Marketing and Community Relations**
- b. **Resolution BPW 01-24-24-03; Request for Acknowledgment of Contract between City and Vendor; (\$1,600.00); Ben Goebel, Ice Carving Services for Festival of Ice Event; Additional Services Amendment; Rebecca Carl, Interim Director of Marketing and Community Relations**
- c. **Resolution BPW 01-24-24-05; Request for Acknowledgment of Contract between City and Vendor; Elegant Ice Creations, INC; (\$1,600.00); Ice Carving Services for Festival of Ice Event; Additional Services Amendment; Rebecca Carl, Interim Director of Marketing and Community Relations**
- d. **Resolution BPW 01-24-24-06; Request for Acknowledgment of Contract between City and Vendor; Kyle Price; (\$500.00); Ice Carving Services for Festival of Ice Event; Additional Services Amendment; Rebecca Carl, Interim Director of Marketing and Community Relations**
- e. **Resolution BPW 01-24-24-07; Request for Acknowledgment of Contract between City and Vendor; Matthew W. Stoddart; (\$1,600.00); Ice Carving Services for Festival of Ice Event; Additional Services Amendment; Rebecca Carl, Interim Director of Marketing and Community Relations**
- f. **Resolution BPW 01-24-24-08; Request for Acknowledgment of Contract between City and Vendor; Sub-Zero Ice Sculptures; (\$1,600.00); Ice Carving Services for Festival of Ice Event; Additional Services Amendment; Rebecca Carl, Interim Director of Marketing and Community Relations**
- g. **Resolution BPW 01-24-24-09; Request for Acknowledgment of Contract between City and Vendor; The Ice Farm, Inc; (\$1,600.00); Ice Carving Services for Festival of Ice Event; Additional Services Amendment; Rebecca Carl, Interim Director of Marketing and Community Relations**
- h. **Request for Purchase of Goods and Services; Rollfast, Inc.; (\$38,300.00); 2024 Bicycle Events Services; Additional Services Amendment;; Rebecca Carl, Interim Director of Marketing and Community Relations**
- i. **Request for Purchase of Goods and Services; Egis BLN USA, Inc.; (\$12,535.00); 20-ENG-04- College Avenue Reconstruction South-Appraisal; Additional Services Amendment; Jeremy Kashman, City Engineer**

- j. **Request for Purchase of Goods and Services; Rundell Ernstberger Associates, Inc.; (\$83,400.00); 22-ENG-01-Monon Blvd & Urban Trail-Phase 3 (Walnut to City Center Drive)- Architectural Services; Additional Services Amendment; Jeremy Kashman, City Engineer**
- k. **Request for Purchase of Goods and Services; Specialized Land Services, Inc; (\$2,250.00); 22-ENG-13-Rohrer Road Project; Additional Services Amendment; Jeremy Kashman, City Engineer**
- l. **Request for Purchase of Goods and Services; The Taylor Realty Group, P.C.; (\$2,055.00); 116TH Street Pathway; 22-ENG-02 – Second Appraisal; Additional Services Amendment; Jeremy Kashman, City Engineer**
- m. **Request for Purchase of Goods and Services; Convergent Technologies, LLC; (\$74,486.79); Camera Equipment; Additional Services Amendment; Timothy Renick, Director of Information and Communications Services**
- n. **Request for Purchase of Goods and Services; Insight Public Sector, Inc.; (\$80,016.06); IT Products and Services; Additional Services Amendment; Timothy Renick, Director of Information and Communications Services**
- o. **Request for Purchase of Goods and Services; Quality Fiber Solutions, LLC; (\$104,709.74); Fiber Infrastructure-116th Streets Parks to Keystone; Additional Services Amendment; Timothy Renick, Director of Information and Communications Services**
- p. **Request for Purchase of Goods and Services; Quality Fiber Solutions, LLC; \$40,033.92); Fiber Infrastructure-3rd Ave; Additional Services Amendment; Timothy Renick, Director of Information and Communications Services**
- q. **Resolution BPW 01-24-24-01; Request for Acknowledgement of Contract between City and Vendor; Tom Wood Ford; (\$851.56/monthly); 38 Month Vehicle Lease; Additional Services Amendment; Mayor Sue Finkam**
- r. **Resolution BPW 01-24-24-10; Request for Purchase of Goods and Services; Ginovus, LLC; (\$20,000); Consulting Services for Economic Development; Additional Service Agreement; Mayor Sue Finkam**
- s. **Request for Purchase of Goods and Services; Redlee/SCS, Inc.; (\$43,133.76); Civic Square Garage Maintenance; Additional Services Amendment; Matt Higginbotham, Street Commissioner**
- t. **Request for Reimbursement Agreement Between City and Vendor; TriCo Regional Sewer Facility; John Duffy, Director of the Department of Utilities**

3. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Midtown Plaza; Indy Impalas Send-off Celebration; April 27, 2024; 12:00 PM -5:00 PM; Evan Roberts, Indianapolis Rugby Club (Indy Impalas)-*TABLED on 01/11/24-REMAINS TABLED***

4. OTHER

- a. **Request for Curb Cut and Curb Cut Vacation on Existing and New Curbs; 4001 W 141ST Street; Civil Site Group**
- b. **Request for Lane Restrictions and Curb Cuts; Carmel Historical Society Museum; Duke Energy**
- c. **Request for Secondary Plat; Nathaniel Hawkins Addition Lot Split- 140 N Rangeline; Fred Krawczyk**
- d. **Request for Stormwater Technical Standards Waiver; 4130 W 131st Street; Brian Brown Stoeppelwerth**

- e. **Request for Stormwater Technical Standards Waiver; Driven Neuro Recovery-1300 E 96th Street;** David Welch, American Structure Point
- f. **Request for Signatures; INDOT Project Des. 1901894; Intersection Improvements 96th Street and College Avenue;** Jeremy Kasham, City Engineer.

5. ADD-ONS

6. ADJOURNMENT

Board of Public Works and Safety Meeting
Agenda
Thursday, January 11, 2024 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

Mayor Sue Finkam called the meeting to order at 10:02 AM.

MEMBERS PRESENT

Mayor Sue Finkam, Board Members Mary Ann Burke, and Lori Watson, and City Clerk Jacob Quinn and Deputy Clerk Jessica Dieckman were present.

MINUTES

Minutes from the December 20, 2023, Regular Meeting. Board Member Burke moved to approve. Board Member Watson seconded. Minutes were approved 3-0.

PERFORMANCE BOND REDUCTION APPROVAL REQUEST

Resolution BPW 01-11-24-09; Bond Release for Lakefront Court Medical Office; Storm Sewer/ Right of Away/ Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 3-0.

Resolution BPW 01-11-24-10; Bond Release for St. Mary & St. Mark Coptic Orthodox Church; Erosion Control/Right of Way; Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 3-0.

Resolution BPW 01-11-24-11; Bond Release for Courtyards of Carmel, Section 1; Section 1-Signs/Right of Way-Smokey Row; Board Member Burke moved to approve. Board Member Watson seconded. Resolution approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; AVI Systems, Inc; (\$22,177.00); Audio Visual Equipment; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Lexipol, LLC; (\$2,500.00); 2024 Grant Writing Services; Addendum to Services Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Stryker Sales, LLC; (\$33,326.32); LifePak AED Purchase; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-04; Request for Acknowledgement of Contract between City and Vendor; Flock Safety; (\$154,880.88); Camera Equipment; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-05; Request for Acknowledgement of Contract between City and Vendor; Matchbook Creative, Inc.; (\$15,050.00); Professional Services for Newsletter and Promotional Items; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; American Structurepoint, Inc.; (-\$332,913.84); 20-ENG-02 - 106th Street and College Avenue Roundabout; CO #5; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Beam, Longest & Neff, LLC; (\$720.00); 20-ENG-O4-S- College Avenue Reconstruction; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-07; Request for Acknowledgment of Contract between City and Vendor; Beam, Longest & Neff, LLC; (\$6,280.00); College Avenue Reconstruction South/ Parcel 1-Penn on Parkway; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Streetlight Data, Inc.; (\$56,353.00); 3-Year Subscription Package; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; The Etica Group, Inc.; (\$140,536.56); 22-ENG-02 - 116th Street Multi-Use Path from Michigan Road to Towne Road; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-08; Request for Acknowledgment of Contract between City and Vendor; Thomas P. Miller & Associates, LLC; (\$61,583.00); Community Engagement Survey; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Mainscape, Inc.; (\$43,731.00); Snow Removal; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Mainscape, Inc.; (\$1,507,733.93); Grounds Maintenance/Mowing/Landscaping; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-02; Request for Acknowledgement of Contract between City and Vendor; Barth Electric Co., Inc.; (\$703,038.00); Tarkington Lighting; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-06; Request for Acknowledgement of Contract between City and Vendor; Cold Spring Granite Company; (\$26,640.00); Granite Pavers; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; TruGreen; (\$246,277.14); Fertilization; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Close Loop Around Carter Green and Food Truck Vendors; Festival of Ice; January 19-23, 2024; 1:00PM – 12:00AM; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

*Request to Use Midtown Plaza; Indy Impalas Send-off Celebration; April 27, 2024; 12:00 PM -5:00 PM; **TABLED**; Mayor Sue Finkam moved to table the Request. Board Member Burke approved and Board Member Watson seconded. Tabling approved 3-0.*

OTHER

~~**WITHDRAWN** Request for Secondary Plat; Five-Ten Subdivision; Tom Lazzara, Custom Living USA~~

Request for Waiver of BPW Resolution No. 04-28-17-01; Installation of a Mid-Span Utility Pole; 2450 E Smoky Row; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach and Variance; 1361 S Rangeline Road; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Secondary Plat; Flora on Spring Mill; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Stormwater Technical Standards Waiver; 502 E Main Street - Carmel High School Polytechnic; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-12; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant; (\$5,500.00); Actors Theatre of Indiana; Additional Arts Grant; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-13; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant; (\$5,500.00); Carmel Symphony Orchestra; Additional Arts Grant; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-14; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant; (\$19,500.00); Great American Songbook Foundation; Additional Arts Grant; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-15; A Resolution of the City of Carmel Board of Public Works Acknowledging Arts Grant; (\$5,500.00); Gregory Hancock Dance Theatre; Additional Arts Grant; Mayor James Brainard

Resolution BPW 01-11-24-03; A Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Approving the Transfer and Presentation of Pistol and Badge to Harland Jonathan McNair; 20 years of Meritorious Service; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 01-11-24-01; A Resolution of the Board of Public Works and Safety of the City of Carmel, Indiana, Appointing Special Police Officers; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

Mayor Finkam adjourned the meeting at 10:14 AM

APPROVED:

Jacob Quinn – City Clerk

Mayor Sue Finkam

ATTEST:

Jacob Quinn – City Clerk

RESOLUTION NO. BPW 01-24-24-02

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Granicus, LLC
Community Relations Department - 2023
Appropriation #1203 101 43-593.00 Fund; P.O. #110672
Contract Not To Exceed \$2,500.00

APPROVED
By Sergey Grochokhin at 10:07 am, Jan 18, 2024

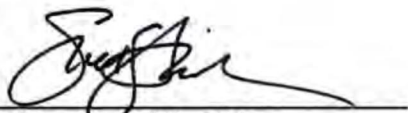
**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Granicus, LLC, (the "Vendor"), as City Contract dated March 9, 2021 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:



Sue Finkam, Presiding Officer

Date: 1-18-2024

Date: _____

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Granicus, LLC

By:

DocuSigned by:

Brendan Stierman

8E3426385D3744DF

Authorized Signature

Brendan Stierman

Printed Name

Manager, Contracts

Title

FID/TIN: **41-1941088**

Date: 1/4/2024

Granicus Proposal for Carmel, IN

ORDER DETAILS

Prepared By: Melissa Haak
Phone:
Email: melissa.haak@granicus.com
Order #: Q-311256
Prepared On: 13 Dec 2023
Expires On: 25 Dec 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees		
Solution	Billing Frequency	One-Time Fee
Address Lookup Changes	50% on 09 Jan 2024, 50% upon completion	\$2,500.00
SUBTOTAL:		\$2,500.00

Updates will be completed by 31 Jan 2024.

PRODUCT DESCRIPTIONS

Solution	Description
Address Lookup Changes	Made changes to the Address Lookup CSV

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-311256 dated 13 Dec 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Carmel, IN to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

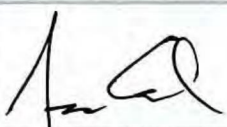
Billing Contact:	Megan McVicker	Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:	1 Civic Square, Carmel, IN 46032	PO Number: <i>If PO required</i>	
Billing Email:	mmcvicker@carmel.in.gov	Billing Phone:	317-571-2791

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-311256 dated 13 Dec 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms. Subject to the Agreement between the parties executed on March 9, 2021 and subsequent Additional Services Agreements.

Carmel, IN	
Signature:	
Name:	Rebecca Carl
Title:	Interim Director, Marketing & Community Outreach
Date:	1-18-2024

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

110672

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
12/14/2023			373759	ADDRESS LOOKUP CHANGES FOR WEBSITE
GRANICUS VENDOR DEPT CH- BOX 19634 PALATINE, IL 60055--9634		COMMUNITY RELATIONS SHIP TO 1 CIVIC SQ Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83430				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

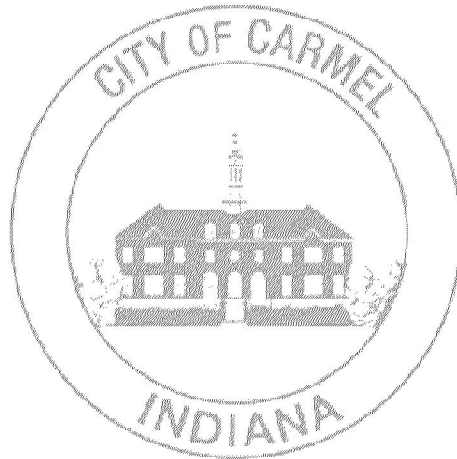
Department: 1203 Fund: 101 General Fund

Account: 43-593.00

1 Each

ADDRESS LOOKUP CHANGES FOR WEBSITE

\$2,500.00	\$2,500.00
Sub Total	\$2,500.00



Send Invoice To:

COMMUNITY RELATIONS

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 LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$2,500.00

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

ORDERED BY

Nancy S. Heck

Nancy Heck
Director

TITLE

CONTROLLER

CONTROL NO. 110672

RESOLUTION NO. BPW 01-24-24-03

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Ben Goebel, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

11. Nondiscrimination. The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under 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. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. 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 Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

14. 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 the same.

15. Miscellaneous. The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. 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. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. Force Majeure. Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By:

Sue Finkam, Presiding Officer

Date: 1-16-2024

Date: _____

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Ben Goebel

("Performer")

By:

Authorized Signature

Benjamin Goebel

Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: 8947

1/8/24

Date: _____

Exhibit A

Festival of Ice SCOPE OF SERVICES

What: Festival of Ice - Ice Carving Exhibition

Where: Carmel Arts & Design District, Main Street, Carmel, IN
The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 19, 2024 (4 - 8 p.m.)
Saturday, January 20, 2024 (10 a.m. - 9 p.m.)
Sunday, January 21, 2024 (10 a.m. - 2 p.m.)

FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Event details and items are subject to change

Friday, January 19

1 - 10 x 10 tent
1 - 20 amp independent circuit for power
3 blocks of ice provided on pedestal by Seasons Catering & Special Occasions
Stanchions set up
Color gels
Bucket of water – City to provide
Bucket of Salt – City to provide
Carvers will clear their own debris

Saturday, January 20

1 - 10 x 10 tent with 2 side panels
1 - 6ft table for tools
1 - 20 amp independent circuit for power
4 blocks of ice on pedestal provided by Seasons Catering & Special Occasions
Color gels
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music

Sunday, January 21

Stage with tables
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
1 - 20 amp independent circuit for power
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music
Blocks of ice on pedestal provided by Seasons Catering & Special Occasions

TENTATIVE EVENT DESCRIPTIONS

Event details subject to change

Friday, January 19: Located in the Carmel Arts & Design District on Main Street from 4 - 8 p.m.

- Freestyle Ice Carving Demonstrations
- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 8 p.m.
- Carver MUST let Festival of Ice event organizer know in advance if there is a preference to be in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 20: Located at The Ice at Carter Green from 10 a.m. - 9 p.m.

- People's Choice Ice Carving Demonstrations: 10 a.m. - 5 p.m.
 - Ice Carvers physically on-site sculpting the ice.
- Carmel Fire Department Chili Cook-off: 11 a.m. - 1 p.m.
- People's Choice Sculpture Voting: noon - 9 p.m.
 - All votes will be counted once the Saturday event concludes, and the People's Choice winners will be announced during the Sunday event.
- Food, Beverage and a live DJ: 10 a.m. - 9 p.m.
- Ice Skating: 11:30 a.m. - 9 p.m.
- 'Palladiscopes: Frost' Launch: 6:30 p.m.
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 21 – Located at Carter Green 10 a.m. - 2 p.m.

- Speed Carving Event ("Dog & Pony" Show as put together by the ice carvers)
- Announcement of winners from People's Choice, Speed Carving & Carver's Choice
 - Checks will be mailed to winners post Festival of Ice event.
 - People's Choice Sculptures
 - 1st - \$400
 - 2nd - \$300
 - 3rd - \$200
 - 4th - \$150
 - 5th - \$100
 - Speed Carving
 - 1st - \$250
 - 2nd - \$100
 - Semi winners (2) \$50 each
 - Carver's Choice (Carvers choose one winner from the People's Choice sculptures based on a professional aspect.)
 - \$250
- Stage will be ready for carvers as early as 9 a.m.

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher per carver per day. Carver will be allotted one guest room for 2 nights (Friday, January 19 and Saturday, January 20). Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600 at the completion of all exhibitions.
- Assistant carver will receive a check in the amount of \$500 at the completion of all exhibitions.

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

110709

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

PURCHASE ORDER DATE		DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION		
1/1/2024				375469	ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT		
BEN GOEBEL				COMMUNITY RELATIONS			
VENDOR 7505 WHITMORE LAKE RD				SHIP TO	1 CIVIC SQ		
					Carmel, IN 46032-		
WHITMORE LAKE, MI 48189 -							
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS			FREIGHT	
83672							
QUANTITY	UNIT OF MEASURE		DESCRIPTION			UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00



Send Invoice To:

COMMUNITY RELATIONS

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 LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROL NO. **110709**

CONTROLLER

PAYMENT

\$1,600.00

* 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.

Nancy S. Heck

Nancy Heck
Director

RESOLUTION NO. BPW 01-24-24-05

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Elegant Ice Creations, Inc., an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

11. Nondiscrimination. The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under 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. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. E-Verify. Pursuant to I.C. § 22-5-1.7, if any, as the same may be amended from time to time, and as is incorporated herein by this reference, the Performer hereby certifies that, to the extent the Performer has any employees, the Performer has verified, and is participating in the E-Verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with the law.

14. Governing Law; Venue. 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 the same.

15. Miscellaneous. The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. 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. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. Force Majeure. Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
City and Township Board of Public Works
and Safety (CPS)

By: 

City Council President/Manager

Date: 1-16-2024

Title: _____

Date: _____

Attest:

City Clerk

Date: _____

Elegant Ice Creations, Inc.

(Performer)

By: 

Authorized Signature

Printed Name

Title

Phone

Last Name of State's Sole Representative

Date: 1/16/24

Exhibit A

Festival of Ice SCOPE OF SERVICES

What: Festival of Ice - Ice Carving Exhibition

Where: Carmel Arts & Design District, Main Street, Carmel, IN
The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 19, 2024 (4 - 8 p.m.)
Saturday, January 20, 2024 (10 a.m. - 9 p.m.)
Sunday, January 21, 2024 (10 a.m. - 2 p.m.)

FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Event details and items are subject to change

Friday, January 19

1 - 10 x 10 tent
1 - 20 amp independent circuit for power
3 blocks of ice provided on pedestal by Seasons Catering & Special Occasions
Stanchions set up
Color gels
Bucket of water – City to provide
Bucket of Salt – City to provide
Carvers will clear their own debris

Saturday, January 20

1 - 10 x 10 tent with 2 side panels
1 - 6ft table for tools
1 - 20 amp independent circuit for power
4 blocks of ice on pedestal provided by Seasons Catering & Special Occasions
Color gels
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music

Sunday, January 21

Stage with tables
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
1 - 20 amp independent circuit for power
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music
Blocks of ice on pedestal provided by Seasons Catering & Special Occasions

TENTATIVE EVENT DESCRIPTIONS

Event details subject to change

Friday, January 19: Located in the Carmel Arts & Design District on Main Street from 4 - 8 p.m.

- Freestyle Ice Carving Demonstrations
- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 8 p.m.
- Carver MUST let Festival of Ice event organizer know in advance if there is a preference to be in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 20: Located at The Ice at Carter Green from 10 a.m. - 9 p.m.

- People's Choice Ice Carving Demonstrations: 10 a.m. - 5 p.m.
 - Ice Carvers physically on-site sculpting the ice.
- Carmel Fire Department Chili Cook-off: 11 a.m. - 1 p.m.
- People's Choice Sculpture Voting: noon - 9 p.m.
 - All votes will be counted once the Saturday event concludes, and the People's Choice winners will be announced during the Sunday event.
- Food, Beverage and a live DJ: 10 a.m. - 9 p.m.
- Ice Skating: 11:30 a.m. - 9 p.m.
- 'Palladiscopes: Frost' Launch: 6:30 p.m.
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 21 – Located at Carter Green 10 a.m. - 2 p.m.

- Speed Carving Event ("Dog & Pony" Show as put together by the ice carvers)
- Announcement of winners from People's Choice, Speed Carving & Carver's Choice
 - Checks will be mailed to winners post Festival of Ice event.
 - People's Choice Sculptures
 - 1st - \$400
 - 2nd - \$300
 - 3rd - \$200
 - 4th - \$150
 - 5th - \$100
 - Speed Carving
 - 1st - \$250
 - 2nd - \$100
 - Semi winners (2) \$50 each
 - Carver's Choice (Carvers choose one winner from the People's Choice sculptures based on a professional aspect.)
 - \$250
- Stage will be ready for carvers as early as 9 a.m.

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher per carver per day. Carver will be allotted one guest room for 2 nights (Friday, January 19 and Saturday, January 20). Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600 at the completion of all exhibitions.
- Assistant carver will receive a check in the amount of \$500 at the completion of all exhibitions.

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

110711

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/1/2024			376255	ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT
ELEGANT ICE CREATIONS INC		COMMUNITY RELATIONS		
VENDOR 4001 TOWPATH ROAD UNIT C		SHIP TO 1 CIVIC SQ		
BROADVIEW HEIGHTS, OH 44147 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83696				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00

Send Invoice To:

COMMUNITY RELATIONS

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 LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROL NO. 110711

CONTROLLER

PAYMENT

\$1,600.00

* 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.

Nancy S Heck

Nancy Heck
Director

RESOLUTION NO. BPW 01-24-24-06

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Kyle Price, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$500.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

11. Nondiscrimination. The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under 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. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. 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 Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

14. 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 the same.

15. Miscellaneous. The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. 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. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. Force Majeure. Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By: _____

Sue Finkam, Presiding Officer

Date: _____

Date: _____

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Kyle Price

("Performer")

By: _____

Authorized Signature

Kyle Price

Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: _____

Exhibit A

Festival of Ice SCOPE OF SERVICES

What: Festival of Ice - Ice Carving Exhibition

Where: Carmel Arts & Design District, Main Street, Carmel, IN
The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 19, 2024 (4 - 8 p.m.)
Saturday, January 20, 2024 (10 a.m. - 9 p.m.)
Sunday, January 21, 2024 (10 a.m. - 2 p.m.)

FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Event details and items are subject to change

Friday, January 19

1 - 10 x 10 tent
1 - 20 amp independent circuit for power
3 blocks of ice provided on pedestal by Seasons Catering & Special Occasions
Stanchions set up
Color gels
Bucket of water – City to provide
Bucket of Salt – City to provide
Carvers will clear their own debris

Saturday, January 20

1 - 10 x 10 tent with 2 side panels
1 - 6ft table for tools
1 - 20 amp independent circuit for power
4 blocks of ice on pedestal provided by Seasons Catering & Special Occasions
Color gels
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music

Sunday, January 21

Stage with tables
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
1 - 20 amp independent circuit for power
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music
Blocks of ice on pedestal provided by Seasons Catering & Special Occasions

TENTATIVE EVENT DESCRIPTIONS

Event details subject to change

Friday, January 19: Located in the Carmel Arts & Design District on Main Street from 4 - 8 p.m.

- Freestyle Ice Carving Demonstrations
- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 8 p.m.
- Carver MUST let Festival of Ice event organizer know in advance if there is a preference to be in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 20: Located at The Ice at Carter Green from 10 a.m. - 9 p.m.

- People's Choice Ice Carving Demonstrations: 10 a.m. - 5 p.m.
 - Ice Carvers physically on-site sculpting the ice.
- Carmel Fire Department Chili Cook-off: 11 a.m. - 1 p.m.
- People's Choice Sculpture Voting: noon - 9 p.m.
 - All votes will be counted once the Saturday event concludes, and the People's Choice winners will be announced during the Sunday event.
- Food, Beverage and a live DJ: 10 a.m. - 9 p.m.
- Ice Skating: 11:30 a.m. - 9 p.m.
- 'Palladiscopes: Frost' Launch: 6:30 p.m.
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 21 – Located at Carter Green 10 a.m. - 2 p.m.

- Speed Carving Event ("Dog & Pony" Show as put together by the ice carvers)
- Announcement of winners from People's Choice, Speed Carving & Carver's Choice
 - Checks will be mailed to winners post Festival of Ice event.
 - People's Choice Sculptures
 - 1st - \$400
 - 2nd - \$300
 - 3rd - \$200
 - 4th - \$150
 - 5th - \$100
 - Speed Carving
 - 1st - \$250
 - 2nd - \$100
 - Semi winners (2) \$50 each
 - Carver's Choice (Carvers choose one winner from the People's Choice sculptures based on a professional aspect.)
 - \$250
- Stage will be ready for carvers as early as 9 a.m.

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher per carver per day. Carver will be allotted one guest room for 2 nights (Friday, January 19 and Saturday, January 20). Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600 at the completion of all exhibitions.
- Assistant carver will receive a check in the amount of \$500 at the completion of all exhibitions.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

110735

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

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/1/2024			375470	ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT
KYLE PRICE		COMMUNITY RELATIONS		
VENDOR 529 S MAPLE ST		SHIP TO 1 CIVIC SQ		
WINCHESTER, KY 40391 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83698				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT

\$500.00

\$500.00

Sub Total

\$500.00



Send Invoice To:

COMMUNITY RELATIONS

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 LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROLLER

PAYMENT

\$500.00

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

Nancy S Heck

Nancy Heck
Director

CONTROL NO. **110735**

RESOLUTION NO. BPW 01-24-24-07

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

PERFORMANCE AGREEMENT

APPROVED

By Allison Lynch-McGrath at 10:10 am, Jan 16, 2024

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Matthew Stoddart, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

11. Nondiscrimination. The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under 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. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. **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 Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

14. **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 the same.

15. **Miscellaneous.** The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. 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. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By: _____

Sue Finkam, Presiding Officer

Date: 1-12-2024

Date: _____

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Matthew Stoddart

("Performer")

By: _____

Authorized Signature

Matthew Stoddart

Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: 1-10-2024

Exhibit A

Festival of Ice SCOPE OF SERVICES

What: Festival of Ice - Ice Carving Exhibition

Where: Carmel Arts & Design District, Main Street, Carmel, IN
The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 19, 2024 (4 - 8 p.m.)
Saturday, January 20, 2024 (10 a.m. - 9 p.m.)
Sunday, January 21, 2024 (10 a.m. - 2 p.m.)

FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Event details and items are subject to change

Friday, January 19

1 - 10 x 10 tent
1 - 20 amp independent circuit for power
3 blocks of ice provided on pedestal by Seasons Catering & Special Occasions
Stanchions set up
Color gels
Bucket of water – City to provide
Bucket of Salt – City to provide
Carvers will clear their own debris

Saturday, January 20

1 - 10 x 10 tent with 2 side panels
1 - 6ft table for tools
1 - 20 amp independent circuit for power
4 blocks of ice on pedestal provided by Seasons Catering & Special Occasions
Color gels
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music

Sunday, January 21

Stage with tables
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
1 - 20 amp independent circuit for power
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music
Blocks of ice on pedestal provided by Seasons Catering & Special Occasions

TENTATIVE EVENT DESCRIPTIONS

Event details subject to change

Friday, January 19: Located in the Carmel Arts & Design District on Main Street from 4 - 8 p.m.

- Freestyle Ice Carving Demonstrations
- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 8 p.m.
- Carver MUST let Festival of Ice event organizer know in advance if there is a preference to be in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 20: Located at The Ice at Carter Green from 10 a.m. - 9 p.m.

- People's Choice Ice Carving Demonstrations: 10 a.m. - 5 p.m.
 - Ice Carvers physically on-site sculpting the ice.
- Carmel Fire Department Chili Cook-off: 11 a.m. - 1 p.m.
- People's Choice Sculpture Voting: noon - 9 p.m.
 - All votes will be counted once the Saturday event concludes, and the People's Choice winners will be announced during the Sunday event.
- Food, Beverage and a live DJ: 10 a.m. - 9 p.m.
- Ice Skating: 11:30 a.m. - 9 p.m.
- 'Palladiscopes: Frost' Launch: 6:30 p.m.
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 21 – Located at Carter Green 10 a.m. - 2 p.m.

- Speed Carving Event ("Dog & Pony" Show as put together by the ice carvers)
- Announcement of winners from People's Choice, Speed Carving & Carver's Choice
 - Checks will be mailed to winners post Festival of Ice event.
 - People's Choice Sculptures
 - 1st - \$400
 - 2nd - \$300
 - 3rd - \$200
 - 4th - \$150
 - 5th - \$100
 - Speed Carving
 - 1st - \$250
 - 2nd - \$100
 - Semi winners (2) \$50 each
 - Carver's Choice (Carvers choose one winner from the People's Choice sculptures based on a professional aspect.)
 - \$250
- Stage will be ready for carvers as early as 9 a.m.

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher per carver per day. Carver will be allotted one guest room for 2 nights (Friday, January 19 and Saturday, January 20). Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600 at the completion of all exhibitions.
- Assistant carver will receive a check in the amount of \$500 at the completion of all exhibitions.

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

110713

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/1/2024			372229	ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT
MATTHEW W. STODDART		COMMUNITY RELATIONS		
VENDOR 101 MANITOO PL		SHIP TO 1 CIVIC SQ		
NICHOLASVILLE, KY 40356 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83699				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00



Send Invoice To:

COMMUNITY RELATIONS

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 LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROL NO. 110713

CONTROLLER

PAYMENT

\$1,600.00

* 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.

Nancy S Heck

Nancy Heck
Director

RESOLUTION NO. BPW 01-24-24-08

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Sub-Zero Ice Sculptures, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

11. Nondiscrimination. The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under 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. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. **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 Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

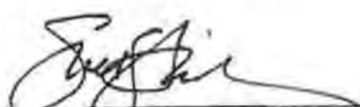
14. **Governing Law; Lawsuits.** This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file 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 the same.

15. **Miscellaneous.** The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. 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. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By: 
Sue Finkam, Presiding Officer
Date: 1-16-2024

Date: _____

Date: _____

ATTEST:

Jacob Quinn, Clerk
Date: _____

Sub-Zero Ice Sculptures

("Performer")

By: 
Authorized Signature

Printed Name

OWNER / CARVER
Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: 9088

Date: 01/10/24

Exhibit A

Festival of Ice SCOPE OF SERVICES

What: Festival of Ice - Ice Carving Exhibition

Where: Carmel Arts & Design District, Main Street, Carmel, IN
The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 19, 2024 (4 - 8 p.m.)
Saturday, January 20, 2024 (10 a.m. - 9 p.m.)
Sunday, January 21, 2024 (10 a.m. - 2 p.m.)

FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Event details and items are subject to change

Friday, January 19

1 - 10 x 10 tent
1 - 20 amp independent circuit for power
3 blocks of ice provided on pedestal by Seasons Catering & Special Occasions
Stanchions set up
Color gels
Bucket of water – City to provide
Bucket of Salt – City to provide
Carvers will clear their own debris

Saturday, January 20

1 - 10 x 10 tent with 2 side panels
1 - 6ft table for tools
1 - 20 amp independent circuit for power
4 blocks of ice on pedestal provided by Seasons Catering & Special Occasions
Color gels
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music

Sunday, January 21

Stage with tables
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
1 - 20 amp independent circuit for power
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music
Blocks of ice on pedestal provided by Seasons Catering & Special Occasions

TENTATIVE EVENT DESCRIPTIONS

Event details subject to change

Friday, January 19: Located in the Carmel Arts & Design District on Main Street from 4 - 8 p.m.

- Freestyle Ice Carving Demonstrations
- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 8 p.m.
- Carver MUST let Festival of Ice event organizer know in advance if there is a preference to be in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 20: Located at The Ice at Carter Green from 10 a.m. - 9 p.m.

- People's Choice Ice Carving Demonstrations: 10 a.m. - 5 p.m.
 - Ice Carvers physically on-site sculpting the ice.
- Carmel Fire Department Chili Cook-off: 11 a.m. - 1 p.m.
- People's Choice Sculpture Voting: noon - 9 p.m.
 - All votes will be counted once the Saturday event concludes, and the People's Choice winners will be announced during the Sunday event.
- Food, Beverage and a live DJ: 10 a.m. - 9 p.m.
- Ice Skating: 11:30 a.m. - 9 p.m.
- 'Palladiscopes: Frost' Launch: 6:30 p.m.
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 21 – Located at Carter Green 10 a.m. - 2 p.m.

- Speed Carving Event ("Dog & Pony" Show as put together by the ice carvers)
- Announcement of winners from People's Choice, Speed Carving & Carver's Choice
 - Checks will be mailed to winners post Festival of Ice event.
 - People's Choice Sculptures
 - 1st - \$400
 - 2nd - \$300
 - 3rd - \$200
 - 4th - \$150
 - 5th - \$100
 - Speed Carving
 - 1st - \$250
 - 2nd - \$100
 - Semi winners (2) \$50 each
 - Carver's Choice (Carvers choose one winner from the People's Choice sculptures based on a professional aspect.)
 - \$250
- Stage will be ready for carvers as early as 9 a.m.

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher per carver per day. Carver will be allotted one guest room for 2 nights (Friday, January 19 and Saturday, January 20). Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600 at the completion of all exhibitions.
- Assistant carver will receive a check in the amount of \$500 at the completion of all exhibitions.

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

110715

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/1/2024			376906	ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT
SUB-ZERO ICE SCULPTURES		COMMUNITY RELATIONS		
VENDOR 4607 WEST 800 NORTH		SHIP TO 1 CIVIC SQ		
HUNTINGTON, IN 46750 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83701				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00



Send Invoice To:

COMMUNITY RELATIONS

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 LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROL NO. 110715

CONTROLLER

PAYMENT

\$1,600.00

* 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.

Nancy S Heck

Nancy Heck
Director

RESOLUTION NO. BPW 01-24-24-09

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and The Ice Farm, Inc., an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

11. Nondiscrimination. The Performer represents and warrants that it and all of its officers, employees, agents and contractors shall comply with all laws of the United States, the State of Indiana and the City prohibiting discrimination against any employee, applicant for employment, or other person in the performance of the Performer's obligations under 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. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. 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 Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

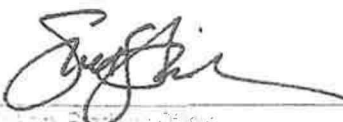
14. Governing Law; Lawsuits. This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any 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 the same.

15. Miscellaneous. The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. 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. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. Force Majeure. Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
its authorized officer



Date: 1-16-2024

Clerk: _____

Date: _____

ATTEST:

Jacob Quinn, Clerk
Date: _____

The Ice Farm, Inc.
("Performer")

By: 

Authorized Signature
Stanley J. Kolanko Jr.
Printed Name

President
Title

FID/TIN: 26 3364445

Last Four of SSN if Sole Proprietor: _____

Date: 1/8/24

Exhibit A

Festival of Ice SCOPE OF SERVICES

What: Festival of Ice - Ice Carving Exhibition

Where: Carmel Arts & Design District, Main Street, Carmel, IN
The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 19, 2024 (4 - 8 p.m.)
Saturday, January 20, 2024 (10 a.m. - 9 p.m.)
Sunday, January 21, 2024 (10 a.m. - 2 p.m.)

FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Event details and items are subject to change

Friday, January 19

1 - 10 x 10 tent
1 - 20 amp independent circuit for power
3 blocks of ice provided on pedestal by Seasons Catering & Special Occasions
Stanchions set up
Color gels
Bucket of water – City to provide
Bucket of Salt – City to provide
Carvers will clear their own debris

Saturday, January 20

1 - 10 x 10 tent with 2 side panels
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Color gels
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Stanchions set up
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music

Sunday, January 21

Stage with tables
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
1 - 20 amp independent circuit for power
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music
Blocks of ice on pedestal provided by Seasons Catering & Special Occasions

TENTATIVE EVENT DESCRIPTIONS

Event details subject to change

Friday, January 19: Located in the Carmel Arts & Design District on Main Street from 4 - 8 p.m.

- Freestyle Ice Carving Demonstrations
- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 8 p.m.
- Carver MUST let Festival of Ice event organizer know in advance if there is a preference to be in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 20: Located at The Ice at Carter Green from 10 a.m. - 9 p.m.

- People's Choice Ice Carving Demonstrations: 10 a.m. - 5 p.m.
 - Ice Carvers physically on-site sculpting the ice.
- Carmel Fire Department Chili Cook-off: 11 a.m. - 1 p.m.
- People's Choice Sculpture Voting: noon - 9 p.m.
 - All votes will be counted once the Saturday event concludes, and the People's Choice winners will be announced during the Sunday event.
- Food, Beverage and a live DJ: 10 a.m. - 9 p.m.
- Ice Skating: 11:30 a.m. - 9 p.m.
- 'Palladiscopes: Frost' Launch: 6:30 p.m.
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 21 – Located at Carter Green 10 a.m. - 2 p.m.

- Speed Carving Event ("Dog & Pony" Show as put together by the ice carvers)
- Announcement of winners from People's Choice, Speed Carving & Carver's Choice
 - Checks will be mailed to winners post Festival of Ice event.
 - People's Choice Sculptures
 - 1st - \$400
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 - 5th - \$100
 - Speed Carving
 - 1st - \$250
 - 2nd - \$100
 - Semi winners (2) \$50 each
 - Carver's Choice (Carvers choose one winner from the People's Choice sculptures based on a professional aspect.)
 - \$250
- Stage will be ready for carvers as early as 9 a.m.

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher per carver per day. Carver will be allotted one guest room for 2 nights (Friday, January 19 and Saturday, January 20). Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600 at the completion of all exhibitions.
- Assistant carver will receive a check in the amount of \$500 at the completion of all exhibitions.

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

110721

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/2/2024			377612	ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT
THE ICE FARM INC		COMMUNITY RELATIONS		
VENDOR 124 CLINTON RD		SHIP TO 1 CIVIC SQ		
JORDAN, NY 13080 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83723				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00



Send Invoice To:

COMMUNITY RELATIONS

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 LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROL NO. 110721

CONTROLLER

PAYMENT

\$1,600.00

* 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.

Nancy S Heck

Nancy Heck
Director

Rollfast, Inc.
Marketing and Community Relations Department - 2024
Appropriation #s 1203 845 43-590.38, 1203 101 43-593.00 Funds; P.O. #s 110763, 110764
Contract Not To Exceed \$38,300.00

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Rollfast, Inc., (the "Vendor"), as City Contract dated February 1, 2017 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____


ATTEST:

Jacob Quinn, Clerk

Date: _____

Rollfast, Inc.

By:



Authorized Signature

Matt Tanner

Printed Name

Founder, CEO

Title

FID/TIN: 45-4433285

Date: 1/12/2024



Proposal for the City of Carmel

2024 Bicycle Events Services

Deliverables

Rollfast proposes the following deliverables:

- Set up BikeReg.com with events for entire year
- Manage registrations and communication with riders for events
- Oversee bicycle events, providing guidance and advice based on experience
- Create routes and cue sheets with Ride with GPS as needed
- Marking routes as needed (with signs or environmentally friendly chalk paint)
- Promote events on the Rollfast Cycling website and social media
- Planning and organization of:
 - Route plans
 - Rider logistics / Staging
 - Support vehicles
 - Rest area locations
 - Permits
 - Police and traffic plan
 - Rental equipment
 - Volunteer needs
 - Safety waivers
 - Registration
- Storage and transportation of Bike Carmel equipment to all events

Rides and Fees

Family Fun Rides - 2 Mile Route at Carmel Elementary School

- May 11, 2024
-

- *June 8, 2024*
- *July 13, 2024*
- *August 10, 2024*

Slow Roll Dinner Cruise - Approximately 10 Mile Route Starting at Midtown Plaza

- *June 11, 2024*
- *June 25, 2024*
- *July 9, 2024*
- *July 23, 2024*
- *August 13, 2024*
- *August 27, 2024*

Roundabout Ride

- *September 14, 2024, Midtown*
- *25-mile route*
- *50-mile route*

Learn2Ride Program*

The Learn2Ride program will be run May through August. Dates pending approval.

- Fees to participants will be \$100 per workshop
- Vendor will be paid \$100 per participant

Payment Schedule (* does not include Learn2Ride Program)

January 26, 2024	\$6,300
April 1, 2024	\$6,300
May 3, 2024	\$6,300
June 4, 2024	\$6,300
July 2, 2024	\$6,300
August 6, 2024	\$6,800
Total	\$38,300

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

110763

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/5/2024			371349	PROFESSIONAL SERVICES FOR BIKE CARMEL EVENTS

ROLLFAST

VENDOR 10630 WESTFIELD BLVD

Community Relations

SHIP TO 1 Civic Square
Carmel, IN 46032-

INDIANAPOLIS, IN 46280 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83942				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 854 Community Relations Gift

Account: 43-590.38

1 Each

PROFESSIONAL SERVICES FOR BIKE CARMEL EVENTS

\$10,600.00

\$10,600.00

Sub Total

\$10,600.00



Send Invoice To:

Community Relations

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194:

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROLLER

PAYMENT

\$10,600.00

* 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.

Melanie Brewer
Senior Project Manager

James Crider
Director of Administration

CONTROL NO. **110763**

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

110764

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/5/2024			371349	PROFESSIONAL SERVICES FOR BIKE CARMEL EVENTS

ROLLFAST

VENDOR 10630 WESTFIELD BLVD

COMMUNITY RELATIONS

SHIP TO 1 CIVIC SQ
Carmel, IN 46032-

INDIANAPOLIS, IN 46280 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83943				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-593.00

1 Each	PROFESSIONAL SERVICES FOR BIKE CARMEL EVENTS	\$27,700.00	\$27,700.00
		Sub Total	\$27,700.00



Send Invoice To:

COMMUNITY RELATIONS

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 LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 194:

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

TITLE

CONTROLLER

PAYMENT

\$27,700.00

* 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.

Melanie Brewer
Senior Project Manager

James Crider
Director of Administration

CONTROL NO. **110764**

Egis BLN USA, Inc.
Engineering Department - 2024
Appropriation #2200 0 44-628.71 2020 Road Bond Fund; P.O. #110791
Contract Not To Exceed \$12,535.00
College Avenue Reconstruction South; 20-ENG-04 S – Appraisal – Parcel 2

**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 Egis BLN USA, Inc. (the "Professional"), as City Contract dated April 3, 2023 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:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

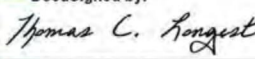
ATTEST:

Jacob Quinn, Clerk

Date: _____

Egis BLN USA, Inc.

By:

DocuSigned by:


E7AEF9152ERD43D
Authorized Signature

Thomas C. Longest

Printed Name

President

Title

FID/TIN: 35-2031487

Date: 1/17/2024

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

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

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

Valuation Services

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

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

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

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

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

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

Review Valuation Services

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

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

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

Buying Services

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

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

Relocation Services

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

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

Property Management Services

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

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



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



REVISED: 1/1/2023



Beam, Longest and Neff, part of the Egis group, is excited to inform you of an important update – **we're becoming Egis in January 2024.**

We are thrilled to announce starting January 1st, 2024, we will be changing our name to Egis. Our legal name will change to Egis BLN USA Inc. This change reflects our commitment to growth and innovation, positioning us for an even more dynamic global future.

It's crucial to emphasize that while our legal name is evolving, the exceptional service and the relationships we've built with you will remain unchanged. Our dedicated team will remain the same, as well as the high-quality services you rely on. Our phone numbers will remain the same, but our email addresses will change to "egis-group.com"

Email Address Example: firstname.lastname@egis-group.com

We appreciate your continued trust and partnership. Rest assured, we're always committed to continuing the exceptional service – **Turning Possibilities into Reality Now Globally!**

We're looking forward to connecting with you to discuss our new name and expanded services in 2024.

ABOUT OUR NEW PARTNERSHIP



We are **proud to join forces** with **Egis**, a global consulting, construction engineering, and operating firm. This new partnership allows Egis to increase its presence and help clients in **North America** build a more balanced, sustainable, and resilient world.

Headquartered in France, Egis is already working on seven of the largest infrastructure projects in Canada as well as California's High-Speed Rail project. With this acquisition, Egis will bring additional upstream construction planning expertise bolstering its architecture practices, expertise in water systems and systems integration, and digitalization know-how.

Beam, Longest and Neff will be the **North American** platform for our firm's first major entry into the North American market. That's an exciting new chapter for our firm as we're now on the global stage.



ABOUT EGIS

Egis is an **international player** active in the consulting, construction engineering and mobility service sectors. We create and operate intelligent infrastructure and

buildings capable of responding to the climate emergency and helping to achieve more balanced, sustainable and resilient territorial development.

With operations in **120 countries**, Egis places the expertise of its **18,000 employees** at the disposal of its clients and develops cutting-edge innovation accessible to all projects. Through its wide-ranging fields of activity, Egis is a central player in the collective organization of society and the living environment of citizens worldwide.

LEARN MORE



LET'S CONNECT

Beam, Longest and Neff | 8320 Craig Street | Indianapolis, IN | 46250

317.849.5832

[Unsubscribe](#)

[Manage preferences](#)

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

110791

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/16/2024			00351110	Professional Services Contract 06.03.21 • ASA 7 - 20-ENG-04 S (formerly BLN - PO 109993)

EGIS BLN USA INC
VENDOR 8320 CRAIG STREET

INDIANAPOLIS, IN 46250 -

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
84203				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each

20-ENG-04 S - ASA 7b - Appraisal - P2

\$12,535.00 \$12,535.00

Sub Total \$12,535.00



Send Invoice To:

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

jnewport@crossroadengineers.com

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 LABEL

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

PAYMENT

\$12,535.00

*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

Jeremy Kashman
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **110791**

Rundell Ernstberger Associates, Inc.
Engineering Department - 2024
Appropriation # 2200 0 44-628.71 2022 Bond Fund; P.O. #108198
Contract Not To Exceed \$83,400.00

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

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and 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:

Sue Finkam, Presiding Officer
Date: _____

Laura Campbell, Member
Date: _____

Alan Potasnik, Member
Date: _____

ATTEST:

Jacob Quinn, Clerk
Date: _____

Rundell Ernstberger Associates, Inc.

By:

Carl Kincaid

Authorized Signature

Carl Kincaid

Printed Name

Vice President

Title

FID/TIN: 47-3398747

Date: 1/17/2024

Exhibit A

RUNDRELL ERNSTBERGER ASSOCIATES

Jeremy Kashman
City Engineer, City of Carmel
Carmel, Indiana
One One Square
Carmel, IN 46032
jkashman@carmel.in.gov

Re:

November 2, 2023

Dear Jeremy:

Rundrell Ernstberger Associates, Inc. is pleased to submit the following Contract Amendment for architectural services for the referenced project. As discussed in our meeting on October 31st, 2023, REA is providing this additional service request to complete the Architecture of the play swing canopy and community dining canopy.

Upon completion of the Schematic Design package, it was determined that two (2) architectural structures will be added to the project. Structure 1: Community Dining Canopy is a large open air canopy structure for outdoor dining. Structure 2: Play Swing Canopy is a medium size open air structure that will have amenity swings. (see plan)

ADDITIONAL COMPENSATION:

Based on the above description above the proposals from architectural consultants, we propose the following additional fee:

Architectural Fees:	\$45,000.00
Structural Engineering Fees:	\$36,000.00
Electrical Engineering Fees:	\$2,000.00
Reimbursables:	\$400.00
TOTAL:	\$83,400.00

REA's original contract is \$986,000.00 including expenses with contract amendment #1 REA proposes a revised total fixed fee of \$1,069,400.00 including expenses.

We respectfully request \$83,400.00 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:

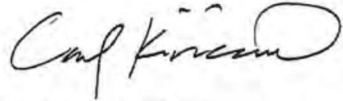
City of Carmel

REA

Date: _____

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

Sincerely,

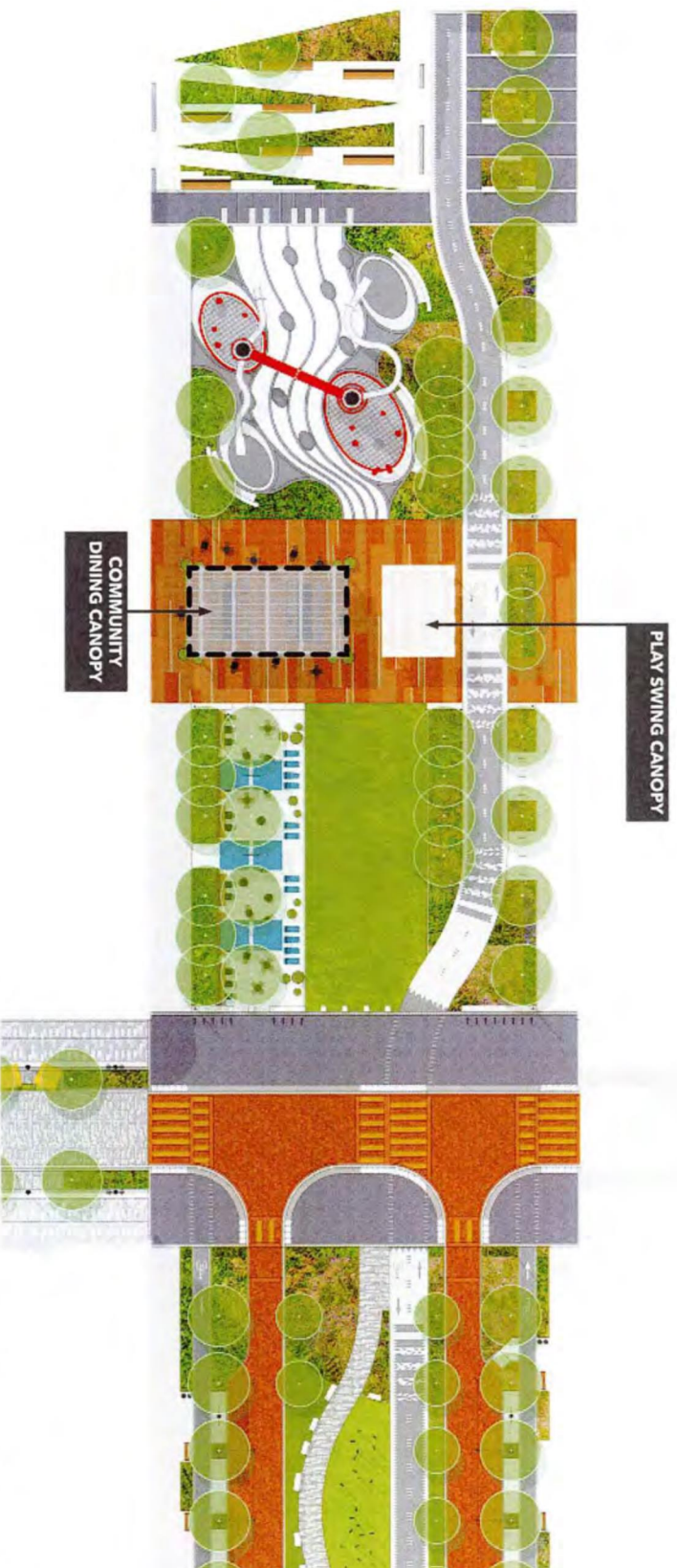
A handwritten signature in black ink, appearing to read "Carl Kincaid". The signature is fluid and cursive, with a large loop at the end.

Carl Kincaid, ASLA

Partner

REA

Architectural Canopy Structures



PLAN ENLARGEMENT



SOURCE: COURTESY OF THE CITY OF CHICAGO

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

108198

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		
12/13/2022			276515	22-ENG-01 – ASA 1 - Monon Blvd & Urban Trail – Phase 3 (Walnut to City Ctr Dr) Engr Services		
RUNDELL ERNSTBERGER ASSOCIATES INC VENDOR 618 E MARKET ST INDIANAPOLIS, IN 46202 -				City Engineering's Office SHIP TO 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 – Monon Blvd & Urban Trail – Phase 3 (Walnut to City Ctr Dr) Engineering Services	\$986,000.00	\$986,000.00
Sub Total			\$1,069,400.00

Send Invoice To:

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

jnewport@crossroadengineers.com



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

PAYMENT

\$1,069,400.00

*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

Jeremy Kashman
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **108198**

APPROVED

By Allison Lynch-McGrath at 9:17 am, Jan 17, 2024

Specialized Land Services, Inc.
Engineering Department - 2024
Appropriation #2200 0 44-628.71 2022 Road Bond Fund; P.O. #110794
Contract Not To Exceed \$2,250.00
1476 Rohrer Road; 22-ENG-13; Parcel 1 Buyer's Agent Services

**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 Specialized Land Services, Inc. (the "Professional"), as City Contract dated February 16, 2022 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:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Specialized Land Services, Inc.

By:

Authorized Signature

Specialized Land Services, Inc.
Printed Name

President

Title

FID/TIN: 32-0016767

Date: 1-16-24

Exhibit A

SPECIALIZED LAND SERVICES, INC.

January 16, 2024

Mr. Sergey Grechukhin
City of Carmel
Office of Corporation Counsel
1 Civic Square
Carmel, Indiana 46032

Re: City of Carmel – Rohrer Road Project
Buying Services Proposal

Dear Mr. Grechukhin:

I am pleased to submit this Proposal to the City of Carmel to provide buying services for the above referenced Rohrer Road Project.

Fee for buying services – One parcel @ \$2,250.00 per parcel - \$2,250.00 total.

Thank you.



Stephen J. Klineman, President
Specialized Land Services, Inc.

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

110794

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION		
1/16/2024			376319	22-ENG-13 - Rohrer Road - Buyer's Agent - Parcel 1		
SPECIALIZED LAND SERVICES INC			City Engineering's Office			
VENDOR	630 N RANGELINE RD		SHIP TO	1 Civic Square		
	SUITE C			Carmel, IN 46032-		
	CARMEL, IN 46032 -			Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT	
84214						
QUANTITY	UNIT OF MEASURE		DESCRIPTION		UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each

22-ENG-13 - Rohrer Road - Buyer's Agent - Parcel 1

\$2,250.00 \$2,250.00

Sub Total \$2,250.00



Send Invoice To:

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

jnewport@crossroadengineers.com

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 LABEL.

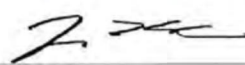
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$2,250.00

*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


Jeremy Kashman
Director

TITLE

CONTROLLER

CONTROL NO. **110794**

The Taylor Realty Group, P.C.
 Engineering Department - 2024
 Appropriation #2200 0 44-628.71 2022 Bond Fund; P.O. #110779
 Contract Not To Exceed \$2,055.00
 116th Street Path; 22-ENG-02 – Second Appraisal – Parcel 19

**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 The Taylor Realty Group, PC (the "Professional"), as City Contract dated April 6, 2023 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: _____

 Sue Finkam, Presiding Officer

Date: _____

 Laura Campbell, Member

Date: _____

 Alan Potasnik, Member

Date: _____

ATTEST:

 Jacob Quinn, Clerk

Date: _____

The Taylor Realty Group, P.C.

By: _____

 Authorized Signature

 Printed Name

 Title

FID/TIN: _____

Date: _____

REAL ESTATE SERVICES FEE SCHEDULE

Right of Way Management Services

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

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

Valuation Services

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

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

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

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

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

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

Review Valuation Services

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

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

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

Buying Services

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

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

Relocation Services

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

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

Property Management Services

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

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

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



REVISED: 1/1/2023



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

110779

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO	VENDOR NO	DESCRIPTION	
1/11/2024			377074	22-ENG-02 - ASA 3 - Appraisal Services	
THE TAYLOR REALTY GROUP PC VENDOR 3211 ANNALLY DR CARMEL, IN 46032-9650			City Engineering's Office SHIP TO 1 Civic Square Carmel, IN 46032- Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT
84088					
QUANTITY	UNIT OF MEASURE		DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each

22-ENG-02 - ASA 3 - 2nd Appraisal Parcel 19

\$2,055.00	\$2,055.00
Sub Total	\$2,055.00



Send Invoice To:

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

jnewport@crossroadengineers.com

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

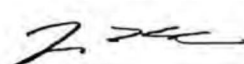
*SHIP PREPAID
*C.O.D. SHIPMENT CANNOT BE ACCEPTED
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$2,055.00

*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


Jeremy Kashman
Director

TITLE

CONTROLLER

CONTROL NO. **110779**

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Convergent Technologies, LLC, (the "Vendor"), as City Contract dated March 15, 2023 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Convergent Technologies, LLC

By:

By:

Sue Finkam, Presiding Officer

Michael Henderson
Authorized Signature

Date: _____

Michael Henderson
Printed Name

Laura Campbell, Member

General Manager
Title

Date: _____

Alan Potasnik, Member

FID/TIN: 900881132

Date: _____

ATTEST:

Date: 1/5/2024

Jacob Quinn, Clerk

Date: _____

December 28, 2023

City of Carmel
10701 N College Ave Suite A Carmel, Indiana 48280
Attention: Morgan Rinehart

Quotation: DR15639224P

Reference:

Genetec Quote for System ID: GSC-230427-24858 (Omnia Partners Pricing)

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



Scope of Work-This Proposal is a Box Sale utilizing the Omnia Partners Cooperative Purchasing Agreement. Administrative costs and contract vehicle pricing are included. This proposal does not include any Convergent Technologies labor.

- Provide (175) 1 Enterprise camera connection, mandatory Genetec Advantage.
- Provide (175) Genetec Advantage for 1 Omnicast Enterprise Camera – 5 years.
- Provide (1) Industrial IoT plugin. Allows connection to one of the following protocols: BACnet, Modbus, OPC Client, HTTP Server, MQTT Client, SNMP, TCP Server. 1 additional GSC-IIoT part is required per additional protocol used at a time. Unlimited data point connections.

Device Hardening (reduce cyber risk)

- Disable unused & non-essential device features.
- Disable unused network comms (e.g., services, ports).
- Change default passwords.
- Update firmware including patches.

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It relates to the safe and proper operation of the security devices being installed for your organization City of Carmel.

Customer has been advised of Convergent's Device Hardening services. The Device Hardening services and procedures may vary depending on the specific devices involved, but typically include: disabling unused and non-essential device features and associated network communications capabilities (e.g., services, ports); changing default passwords to new passwords that meet complexity requirements; and updating firmware to latest available versions that incorporate available patches from the device manufacturer. **These are one-time services** - ongoing support is required. Please ask your Convergent point of contact for more details on the specific device hardening services available for your devices. **These services reduce the risk of cyber vulnerabilities for the devices being installed.**

Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, and no networked system can be completely secure. Convergent cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed. Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergent has installed - they do not address any other aspect of Customer's IT environment or practices, which remain Customer's responsibility.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			Off Contract/Open Market		
2	1.00	GSC-IIOT	1 Industrial IoT plugin. Allows connection to one of the following protocols: BACnet, Modbus, OPC Client, HTTP Server, MQTT Client, SNMP, TCP Server. 1 additional GSC-IIoT part is required per additional protocol used at a time. Unlimited data point connections.	\$ 4,615.38	\$ 4,615.38
3			Omnia Partners Contract R220702		
4	175.00	GSC-Om-E-1C	1 Enterprise camera connection, mandatory Genetec™ Advantage	\$ 220.59	\$ 38,603.25
5	175.00	ADV-CAM-E-5Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera 5 years	\$ 156.02	\$ 27,303.50
6			Labor was Quoted IAW OMNIA Partners R220702		

Equipment Total	\$ 70,522.13
Total Labor	\$ 0.00
Other Costs	\$ 3,964.66
Freight/Warranty	\$ 0.00
Tax if applicable	\$ 0.00
Total Project Price	\$ 74,486.79



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGENT-INSTALLED SOLUTION: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergent.com/terms.



Total Project Investment:

\$ 74,486.79

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Dave Ruiz

Convergint
Dave Ruiz

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Morgan Rinehart

Customer Name (Printed)

December 28, 2023

Date

Authorized Signature

Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM Instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customers shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "Personal Data", "Processing", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer Information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.

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

110722

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

PURCHASE ORDER DATE		DATE REQUIRED		REQUISITION NO.		VENDOR NO.		DESCRIPTION		
1/2/2024						377026		Genetec		
CONVERGINT TECHNOLOGIES LLC						ICS				
VENDOR		35257 EAGLE WAY				SHIP TO		31 1st Ave N.W.		
CHICAGO, IL 60678 -								Carmel, IN 46032-		
						Timothy Renick		(317) 571-2576		
PURCHASE ID		BLANKET		CONTRACT		PAYMENT TERMS			FREIGHT	
83724										
QUANTITY		UNIT OF MEASURE		DESCRIPTION			UNIT PRICE		EXTENSION	

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-631.00

1 Each

Genetec

\$74,486.79

\$74,486.79

Sub Total \$74,486.79



quote DR15639224P - OMNIA PRICING

Send Invoice To:

ICS

Timothy Renick

31 1st Ave N.W.

Carmel, IN 46032-

(317) 571-2576

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

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

PAYMENT

\$74,486.79

* 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

Timothy Renick
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **110722**

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Insight Public Sector, Inc. (the "Vendor"), as City Contract dated October 7, 2020 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

Insight Public Sector, Inc.

By:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

By:

Erica Falchetti

Authorized Signature

Erica Falchetti

Printed Name

Director, Public Sector

Title

FID/TIN: 36-3949000

Date: 1/4/2024

SOLD-TO PARTY 10765987

CITY OF CARMEL
ACCOUNTS PAYABLE
1 CIVIC SQAURE
CARMEL IN 46032

SHIP-TO

CITY OF CARMEL
INFORMATION AND COMMUNICATIONS SYST
TIMOTHY RENICK
1ST AVE NW
CARMEL IN 46032

Quotation

Quotation Number : [0226841857](#)
Document Date : 08-NOV-2023
PO Number : STORAGE - OPTION 3
PO release: :
Sales Rep : Melanie Fogt
Email : MELANIE.FOGT@INSIGHT.COM
Telephone : +19374159457
Sales Rep 2 : Edcarlo Padolina
Email : EDCARLO.PADOLINA@INSIGHT.COM
Telephone : +12133627103

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
Q1J09B-COCL	HPE D3610 - storage enclosure OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4993.99 Discount: 45.114%	1	2,741.00	2,741.00
P23863-K21-COCL	HPE Business Critical Midline Helium - hard drive - 16 TB - SAS 12Gb/s OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4328.99 Discount: 71.963%	12	1,213.70	14,564.40
Product Subtotal				17,305.40
TAX				0.00
Total				17,305.40

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Melanie Fogt
+19374159457
MELANIE.FOGT@INSIGHT.COM

Edcarlo Padolina
+12133627103
EDCARLO.PADOLINA@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

SOLD-TO PARTY 10765987

CITY OF CARMEL
ACCOUNTS PAYABLE
1 CIVIC SQAURE
CARMEL IN 46032

SHIP-TO

ICS
TIMOTHY RENICK
10701 N COLLEGE AVE STE A
CARMEL IN 46280-1082

Quotation

Quotation Number : [0226818778](#)
Document Date : 01-NOV-2023
PO Number : ESX 64GB
PO release :
Sales Rep : Melanie Focht
Email : MELANIE.FOCHT@INSIGHT.COM
Telephone : +19374159457

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
P19720-B21	HPE ProLiant DL380 Gen10 Network Choice - rack-mountable - no CPU - 0 GB - no HDD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2033.99 Discount: 50.132%	2	1,014.31	2,028.62
P19720-B21#ABA	HPE ProLiant DL380 Gen10 Network Choice - rack-mountable - no CPU - 0 GB - no HDD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2229.99 Discount: 100.000%	2	0.00	0.00
P24467-L21	Intel Xeon Gold 6226R / 2.9 GHz processor OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3762.99 Discount: 55.236%	2	1,684.46	3,368.92
P24467-B21	Intel Xeon Gold 6226R / 2.9 GHz processor OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3930.99 Discount: 56.406%	2	1,713.66	3,427.32
P00930-B21	HPE SmartMemory - DDR4 - module - 64 GB - DIMM 288-pin - 2933 MHz / PC4-23400 - registered OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2365.99 Discount: 74.936%	16	593.01	9,488.16

Material	Material Description	Quantity	Unit Price	Extended Price
P18420-B21	HPE - SSD - Read Intensive - 240 GB - SATA 6Gb/s OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 421.99 Discount: 76.646%	6	98.55	591.30
P08421-B21	HPE 537SFP+ - network adapter - PCIe 3.0 x8 - 10 Gigabit SFP+ x 2 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 775.99 Discount: 71.595%	2	220.42	440.84
P01366-B21	HPE 96W Smart Storage - storage device battery - Li-Ion OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 216.99 Discount: 82.773%	2	37.38	74.76
804331-B21	HPE Smart Array P408I-A SR Gen10 - storage controller (RAID) - SATA 6Gb/s / SAS 12Gb/s - PCIe 3.0 x8 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 282.99 Discount: 5.940%	2	266.18	532.36
629135-B22	HPE 331FLR - network adapter - PCIe 2.0 x4 - Gigabit Ethernet x 4 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 461.99 Discount: 85.588%	2	66.58	133.16
865408-B21	HPE - power supply - hot-plug / redundant - 500 Watt - 563 VA OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 153.99 Discount: 46.997%	4	81.62	326.48
BD505A1	HPE Integrated Lights-Out Advanced - license + 3 Years 24x7 Support - 1 server Coverage Dates: 01-NOV-2023 - 01-NOV-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 461.99 Discount: 50.120%	2	230.44	460.88
733660-B21	HPE Small Form Factor Easy Install Rail Kit - rack rail kit - 2U OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 115.99 Discount: 72.170%	2	32.28	64.56
HU4A6A3	HPE 3 Years Tech Care Essential Service OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 0.99	1	0.00	0.00

Material	Material Description	Quantity	Unit Price	Extended Price
	Discount: 100.000%			
HU4A6A3#WAH	HPE Pointnext Tech Care Essential Service - extended service agreement - 3 years - on-site OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3436.99 Discount: 34.338%	2	2,256.80	4,513.60
Product Subtotal				20,937.36
Services Subtotal				4,513.60
TAX				0.00
Total				25,450.96

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Melanie Fogt
+19374159457
MELANIE.FOGT@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector. Pricing for complete solution valid for 30 days. All Items Non-Returnable

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

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<https://www.insight.com/terms-and-policies>

SOLD-TO PARTY 10765987

CITY OF CARMEL
ACCOUNTS PAYABLE
1 CIVIC SQAURE
CARMEL IN 46032

SHIP-TO

ICS
TIMOTHY RENICK
10701 N COLLEGE AVE STE A
CARMEL IN 46280-1082

Quotation

Quotation Number : [0226971699](#)
Document Date : 26-DEC-2023
PO Number : HPE D3710 STORAGE
PO release: :
Sales Rep : Melanie Fogt
Email : MELANIE.FOGT@INSIGHT.COM
Telephone : +19374159457
Sales Rep 2 : Edcarlo Padolina
Email : EDCARLO.PADOLINA@INSIGHT.COM
Telephone : +12133627103

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
Q1J10B-COCL	HPE D3710 - storage enclosure OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4658.99 Discount: 35.613%	2	2,999.78	5,999.56
P47813-K21-COCL	HPE PM893 - SSD - Read Intensive - 3.84 TB - SATA 6Gb/s OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 6213.99 Discount: 62.617%	12	2,323.00	27,876.00
804405-B21-COCL	HPE Smart Array P408e-p SR Gen10 - storage controller (RAID) - SATA 6Gb/s / SAS 12Gb/s - PCIe 3.0 x8 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 6187.99 Discount: 72.656%	2	1,692.07	3,384.14
Product Subtotal				37,259.70
TAX				0.00
Total				37,259.70

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Melanie Focht
+19374159457
MELANIE.FOCHT@INSIGHT.COM

Edcarlo Padolina
+12133627103
EDCARLO.PADOLINA@INSIGHT.COM

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Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

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

110745

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION		
1/3/2024			372300	ESX Host storage - OMNIA pricing		
INSIGHT PUBLIC SECTOR, INC.				ICS		
VENDOR	PO BOX 731072			SHIP TO 31 1st Ave N.W.		
	DALLAS, TX 75373--1072			Carmel, IN 46032- Timothy Renick (317) 571-2576		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT	
83803						
QUANTITY	UNIT OF MEASURE		DESCRIPTION		UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-632.01

1 Each

ESX Host

\$80,016.06 \$80,016.06

Sub Total \$80,016.06



Send Invoice To:

ICS

Timothy Renick

31 1st Ave N.W.

Carmel, IN 46032-

(317) 571-2576

Quote No. 0226818778 - \$ 25,450.96, Quote No. 0226841857 - \$ 17,305.40,
Quote No. 0226971699 - \$ 37,259.70

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

\$80,016.06

* 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

Timothy Renick
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **110745**

Quality Fiber Solutions, LLC
Information Systems Department - 2024
Appropriation #1115 0 44-631.00 Capital Lease Fund; P.O. #110725
Contract Not To Exceed \$104,709.74

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

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Quality Fiber Solutions, LLC, (the "Vendor"), as City Contract dated January 11, 2024 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Quality Fiber Solutions, LLC

By:

W-D 4

Authorized Signature

William Johnson

Printed Name

Owner

Title

FID/TIN: 8 521 240 4

Date: 1-11-2024

Exhibit A

Quality Fiber Solutions Quote

Quality Fiber Solutions
2400 Quincy Rd.
Quincy, IN. 47456



Date:	11-29-23
Quote Number:	23105
Client:	City of Carmel
Job Name:	116th St. Parks Office to Keystone

Description	Qty.	L&E	Material	Extended
Mobilization & Demobilization	1	745		\$745.00
144 Strand Fiber optic cable installation	8004	1.45	1.5	\$23,611.80
Three 1 1/4" Conduit HDPE SDR11 HDD	1665	23.37	2.73	\$43,456.50
Bulk 4 Series Hand Hole	3	525	450	\$2,925.00
Splice Case connection, 72 Strands	2	1250	262.5	\$3,025.00
P-1 Cabinet Connection, 144 Strand Cable	3	2167	8148.48	\$30,946.44

Grand Total	\$104,709.74
-------------	--------------

Includes: Labor and Equipment and Misc. Consumable material

Excludes: Underground obstructions that prevent normal drilling. I.E. Rock, Sandstone, Cobble...
Private locates, Permits, Wage Scale
Engineering
Flowable-fill or any other approved backfill material
Asphalt or concrete to pot hole utilities

Billy Johnson
Quality Fiber Solutions, LLC.

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

110725

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

PURCHASE ORDER DATE		DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION		
1/2/2024				375687	Fiber Infrastructure - 116th St Parks to Keystone		
QUALITY FIBER SOLUTIONS					ICS		
VENDOR 2400 QUNICY RD					SHIP TO 31 1st Ave N.W.		
QUINCY, IN 47456 -					Carmel, IN 46032- Timothy Renick (317) 571-2576		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS			FREIGHT	
83730							
QUANTITY	UNIT OF MEASURE		DESCRIPTION			UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-631.00

1 Each

Fiber Infrastructure - 116th Street Parks to Keystone

\$104,709.74

\$104,709.74

Sub Total

\$104,709.74



Send Invoice To:

ICS

Timothy Renick

31 1st Ave N.W.

Carmel, IN 46032-

(317) 571-2576

PLEASE INVOICE IN DUPLICATE

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

PAYMENT

\$104,709.74

* 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.

Timothy Renick

James Crider

ORDERED BY

Timothy Renick
Director

James Crider
Director of Administration

TITLE

CONTROLLER

CONTROL NO. **110725**

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.

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 Quality Fiber Solutions, LLC an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1115 0 44-631.00 Capital Lease funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Forty Thousand Thirty Three Dollars and Ninety Two Cents (\$40,033.92) (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 Information Systems Department 31 1 st Ave NW Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
-------------	--	------------	--

If to Vendor: Quality Fiber Solutions, LLC
2400 Quincy Road
Quincy, Indiana 47456

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

19. TERMINATION:

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

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

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

20. REPRESENTATIONS AND WARRANTIES

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

21. ADDITIONAL GOODS AND SERVICES

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

such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through December 31, 2024 and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

23. HEADINGS

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

24. BINDING EFFECT

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

25. NO THIRD PARTY BENEFICIARIES

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

26. DEBARMENT AND SUSPENSION

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

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

27. IRAN CERTIFICATION

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

28. ADVICE OF COUNSEL:

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

29. ENTIRE AGREEMENT:

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

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

CITY OF CARMEL, INDIANA

Quality Fiber Solutions, LLC

by and through its Board of Public
Works and Safety

By:

By:

Sue Finkam, Presiding Officer

Authorized Signature

Date: _____

William Johnson

Type text here

Printed Name

Laura Campbell, Member

Owner

Date: _____

Title

Alan Potasnik, Member

FID/TIN: 85-2122404

Date: _____

ATTEST:

Date: 1-11-2024

Jacob Quinn, Clerk

Date: _____

Exhibit A

Quality Fiber Solutions

Quote

Quality Fiber Solutions
2400 Quincy Rd.
Quincy, IN. 47456

Date:	11-29-23
Quote Number:	23106
Client:	City of Carmel
Job Name:	3rd Ave Fiber Project



Description	Qty.	L&E	Material	Extended
Mobilization & Demobilization	1	745		\$745.00
144 Strand Fiber optic Cable Installation	2217	1.45	2.08	\$7,826.01
72 Strand Fiber optic cable installation	2068	1.45	1.53	\$6,162.64
12 Strand Fiber optic cable installation	1028	1.35	0.9	\$2,313.00
Building termination, 144 strand	1	2167	5449.94	\$7,616.94
Building termination, 72 strand	1	1250	2802.61	\$4,052.61
Building termination, 12 strand	1	800	1037.72	\$1,837.72
New Splice case and Connections, 72 Strands	1	1250	405	\$1,655.00
New Splice case and Connections, 12 Strands	1	800	405	\$1,205.00
Splice case connection, 72 Strands	4	1250	405	\$6,620.00

Grand Total	\$40,033.92
-------------	-------------

Includes: Labor and Equipment and Misc. Consumable material

Excludes: Underground obstructions that prevent normal drilling. I.E. Rock, Sandstone, Cobble...
Private locates, Permits, Wage Scale
Engineering
Flowable-fill or any other approved backfill material
Asphalt or concrete to pot hole utilities

Billy Johnson
Quality Fiber Solutions, LLC.

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:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

Personal & Advertising Injury

Policy Limit:	\$500,000
Each Occurrence Limit:	\$250,000
Fire Damage (any one fire):	\$250,000
Medical Expense Limit (any one person):	\$ 50,000

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

Bodily Single Limit:	\$500,000 each accident
Injury and property damage:	\$500,000 each accident
Policy Limit:	\$500,000

Umbrella Excess Liability

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

EXHIBIT D

AFFIDAVIT

William Johnson, 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
Quality Fiber Solutions (the "Employer")
in the position of Owner.
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 11 day of January, 2024.

Printed: William Johnson

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: William Johnson

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

110724

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/2/2024			375687	Fiber Infrastructure - 3rd Ave
QUALITY FIBER SOLUTIONS		ICS		
VENDOR 2400 QUNICY RD		SHIP TO 31 1st Ave N.W.		
QUINCY, IN 47456 -		Carmel, IN 46032-		
		Timothy Renick		(317) 571-2576
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83729				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 0 Capital Lease Fund

Account: 44-631.00

1 Each

Fiber Infrastructure - 3rd Ave

\$40,033.92

\$40,033.92

Sub Total

\$40,033.92



Send Invoice To:

ICS

Timothy Renick

31 1st Ave N.W.

Carmel, IN 46032-

(317) 571-2576

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

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

PAYMENT

\$40,033.92

* 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

Timothy Renick
Director

TITLE

CONTROLLER

James Crider
Director of Administration

CONTROL NO. **110724**

RESOLUTION NO. BPW 01-24-24-01

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

1-800-727-7000		LESSEE (and Co-Lessee) Name and Address (including County and Zip Code)		LESSOR (Name and Address)	
Ford Credit		CITY OF CARMEL 1 CIVIL SQ CARMEL, IN 46032		100 WOOD FORD 3130 E. 36th Indianapolis, IN 46240	
Finance Company is FORD MOTOR CREDIT COMPANY. The "Holder" is CAS-EAS-LLC. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear Care Addendum, if any, attached to this lease.					
If Your payment schedule is shown in item 2(a), You entered into a "Monthly Payment Lease."					
If Your payment schedule is shown in item 2(b), You entered into an "Advance Payment Lease."					
New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use	
NEW	36	2002 FORD EXPLORER	1F8KCHNC8P6A58374	PERSONAL	
TRADE-IN		XXXX	Your/Make/Model	Gross Allowance	Amount Owed
				N/A	N/A
1. Amount Due At Lease Signing or Delivery (Itemized Below) *		2. Payments		3. Other Charges (not part of Your monthly payment)	
		(a) Monthly Payments			
		Your first monthly payment of \$ 151.56 is due on 01/02/03 followed by 36 payments of \$ 151.56, due on the 1 day of each month. The total of Your monthly payments is \$ 5,351.56.		Disposition fee (if You do not purchase the Vehicle) \$ 395.00	
		(b) Advance Payment		N/A	
		Your Payment of \$ N/A is due on N/A.		N/A	
		The total of Your payment is \$ N/A.		Total \$ 395.00	
\$ 1,351.56				\$ 34,305.84	
* Itemization of Amount Due at Lease Signing or Delivery					
5. Amounts Due At Lease Signing or Delivery:					
6. How the Amount Due At Lease Signing or Delivery will be paid:					
a. Capitalized cost reduction \$ 500.00					
b. First monthly payment \$ 151.56					
c. Advance payment N/A					
d. Refundable security deposit N/A					
e. Title fees N/A					
f. Registration fees N/A					
g. Acquisition fee N/A					
h. N/A					
i. N/A					
j. N/A					
k. N/A					
l. N/A					
m. N/A					
Total \$ 1,351.56					
Total \$ 1,351.56					
7. Your payment is determined as shown below:					
a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 59,535.25) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) \$ 50,437.50					
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost. \$ 500.00					
c. Adjusted capitalized cost. The amount used in calculating Your base payment \$ 50,937.50					
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment \$ 16,636.50					
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term \$ 28,371.00					
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts \$ 6,139.84					
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge \$ 34,510.84					
h. Lease payments. The number of payments in Your lease \$ 36					
i. Base payment \$ 958.63					
j. Sales / Use tax N/A					
k. N/A					
l. N/A					
m. Total payment \$ 958.63					
n. Lease term in months 36					
Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.					
8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.15 per mile for each mile in excess of 59,437.50 miles shown on the odometer. See items 22 and 28 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.					
9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0.15 per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default on the credit or the credit is less than \$1.00.					
10. Purchase Option at End of Lease Term. \$34,556.50 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease and purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.					
11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.					
12. WARRANTY The Vehicle is covered by any warranty indicated below:					
13. OFFICIAL FEES AND TAXES \$ 51.25					
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.					
14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during the lease. This insurance must be acceptable to Finance Company and protect You and holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$1,000,000 for any one person and \$2,000,000 for any one accident, and \$1,000,000 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 23 on back)					
LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE					
15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.					
a. Credit Life Insurance \$ N/A (Initial Coverage) \$ N/A (Premium) (Insured(s))					
Lessor X Co-Lessor X					
b. Credit Disability Insurance \$ N/A (Monthly Coverage) \$ N/A (Premium) (Insured(s))					
Lessor X Co-Lessor X					
16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 15 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.					
17. LESSOR SERVICES N/A					
(See item 21 on back) N/A					
**18. Itemization of Gross Capitalized Cost					
Agreed Upon Value of the Vehicle \$ 59,535.25					
Sales/Use Tax and Other Applicable Taxes \$ 15.00					
License and Registration Fees \$ 16.25					
Extended Warranty and Service Contract \$ N/A					
Acquisition Fee \$ 500.00					
Documentation Fee \$ 200.00					
Total Gross Capitalized Cost \$ 60,437.50					
THIS IS A LEASE AGREEMENT					
THIS IS NOT A PURCHASE AGREEMENT					
PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.					
SIGNATURES AND IMPORTANT NOTICES					
Modification: This lease sets forth all of the agreements of Lessor and You for the term of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.					
Lessor: CITY OF CARMEL By: X [Signature] Title: Mayor					
Co-Lessor: N/A By: X [Signature] Title:					
YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.					
NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.					
Lessor: CITY OF CARMEL By: X [Signature] Title: Mayor					
Co-Lessor: N/A By: X [Signature] Title:					
Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.					
Lessor: TOM WOOD FORD By: X [Signature] Title: Mgr					
FC 19013-P (Jul 22)					
FC 19013-APP					
Previous editions may NOT be used.					
SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS					
ORIGINAL					
PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR					

RESOLUTION NO. BPW 01-24-24-10

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

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

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

WHEREAS, pursuant to her authority under Indiana law, the City’s mayor, the Honorable Sue Finkam, has caused to be signed the Agreement attached hereto (the “Contract”); and

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this _____ day of _____, 2024.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

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

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

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

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

SECTION 1 INCORPORATION OF RECITALS

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

SECTION 2 SCOPE OF SERVICES

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that City may, from time to time, request Professional to provide additional or modified Services to City. When City desires additional Services from Professional, the City shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to City. A copy of the City's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by City.
- 2.3 Time is of the essence of this Agreement.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City shall designate payment of the Services from City budget appropriation number 1160 101 43-419.99 fund.
- 3.5 City shall designate the Mayor or his duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

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

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to City hereunder shall be no more than Twenty Thousand Dollars (\$20,000.00) (the "Estimate"). Professional shall submit an invoice to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.
- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2024, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7 MISCELLANEOUS

7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City, for cause, immediately upon Professional's receipt of City's "Notice to Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

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

7.3 No Third Party Beneficiaries

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

7.4 Relationship

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

7.5 Insurance

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

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

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

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

- and aggregate)
- D. Worker's Compensation & Disability Statutory
- E. Employer's Liability:
- | | |
|------------------------------------|-------------------------|
| Bodily Injury by Accident/Disease: | \$100,000 each employee |
| Bodily Injury by Accident/Disease: | \$250,000 each accident |
| Bodily Injury by Accident/Disease: | \$500,000 policy limit |
- F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon City's request, Professional shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

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

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

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

7.6 Liens

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

7.7 Default

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

7.8 Government Compliance

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

7.9 Indemnification

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

7.10 Discrimination Prohibition

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

7.11 E-Verify

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

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

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

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

7.12 Severability

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

7.13 Notice

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

CITY:

City of Carmel
Mayor's Office
One Civic Square
Carmel, Indiana 46032

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

PROFESSIONAL:

Ginovus, LLC
9 Municipal Drive, Suite 1
Fishers, Indiana 46038

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.

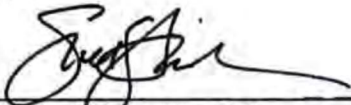
Ginovus, LLC
Mayor's Office - 2024
Appropriation #1160 101 43-419.99 Fund; P.O.#110754
Contract Not To Exceed \$20,000.00

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

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

Ginovus, LLC

BY:

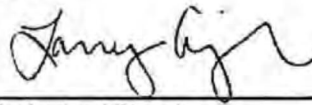


Sue Finkam, Presiding Officer

Date:

1-17-2024

BY:



Authorized Signature

Printed Name:

Larry Gigerich

Title:

Executive Managing Director

Date:

FID/TIN:

03-0398251

Date:

January 9, 2024

ATTEST:

Jacob Quinn, Clerk

Date:

STATEMENT OF WORK AGREEMENT

This Statement of Work Agreement (this "Agreement") is entered into on this ____ day of January 2024, by and between the City of Carmel, Indiana (the "Client"), whose address is One Civic Square, Carmel, Indiana 46032 and Ginovus, LLC, an Indiana limited liability company ("Ginovus"), whose address is 9 Municipal Drive, Suite I, Fishers, Indiana, 46038.

In consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties to this Agreement agree as follows:

1. Scope of Work

Ginovus shall provide consulting services and deliverables to the Client in accordance with the scope of services set forth on Exhibit A attached hereto (the "Services").

2. Rate for the Services

a. In consideration for Ginovus' performance of the Services, the Client shall pay Ginovus a fixed fee equal to Twenty Thousand Dollars (\$20,000), in two (2) equal installments as follows:

- (i) \$10,000 shall be due upon execution of this Agreement; and
- (ii) \$10,000 shall be due thirty (30) days following the date of execution of this Agreement.

b. Late fees will be assessed on fees payable to Ginovus by the Client when the fees are not paid in accordance with the terms and conditions stated in the Ginovus invoice sent to the Client. The late fee payment will be assessed monthly at a rate of 1.5% of the balance payable to Ginovus by the Client.

3. Term and Termination

a. This Agreement shall commence effective as of the date first written above and shall terminate upon completion of the Services and delivery of the deliverables outlined Exhibit A (the "Term"). Each party recognizes that events outside of its control could alter the Term. In the event that outside factors impact the Term, the parties shall communicate with one another to assess the impact on delivery of the Services and, upon mutual agreement, may extend the Term.

b. Upon 30 days advance written notice to the other party, given in accordance with Section 9(c) of this Agreement, either party, for convenience and without cause, may terminate this Agreement.

c. In the event the Client terminates this Agreement in accordance with Section 3(b), the Client shall pay Ginovus for any services performed prior to the date of termination, including any earned by unpaid fixed fees due under Section 2 above. In the event Ginovus terminates this Agreement, Ginovus shall refund any fees paid for work that has not yet been performed.

4. Confidentiality Statement

It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose "Confidential Information," as hereinafter defined, to the other. Each party agrees that for the Term of this Agreement and for so long as such information remains Confidential Information, the receiving party shall keep confidential and shall not publish or otherwise disclose, and will take all reasonable steps to prevent disclosure of, such Confidential Information and will not use any Confidential Information except to the extent necessary to perform its obligations under this Agreement; provided, however, that no provision of this Agreement shall be construed to preclude such disclosure of Confidential Information as may be necessary or appropriate to obtain from any governmental agency any necessary approval. For purposes of this Agreement, "Confidential Information" shall mean any information provided by one party

GINOVUS.

to the other hereunder in written or other tangible medium and marked as confidential or, if disclosed orally or displayed, confirmed in writing as confidential within thirty (30) days after disclosure, except (i) any portion thereof which is or becomes generally known to the public through no fault of the receiving party, or (ii) is required to be disclosed by applicable statute, rule or regulation of any court or regulatory authority with competent jurisdiction; provided, that the disclosing party shall be notified as soon as possible and the receiving party shall, if requested by the disclosing party, use reasonable good faith efforts, at the expense of the disclosing party, to assist in seeking a protective order (or equivalent) with respect to such disclosure or otherwise take reasonable steps to avoid making such disclosure. If either party violates this Section 4, the other party may pursue any and all rights and remedies under applicable statutory and common law, including monetary damages. Notwithstanding any other provision of this Section 4 or this Agreement, Ginovus may disclose to its sole member, Taft Stettinius & Hollister LLP ("Taft"), such information about the Client, this Agreement, or the relationship between Ginovus and the Client as may necessary or desirable (a) to enable Ginovus to perform its obligations under this Agreement; or (b) to enable Taft to oversee the activities of Ginovus and/or to perform such administrative functions as Taft or Ginovus may consider appropriate. Taft, as the sole owner of Ginovus, agrees to be bound by the Confidentiality provisions of this agreement.

5. Authorized Expenses

The Client shall reimburse Ginovus for all out-of-pocket expenses incurred in the performance of the Services, including without limitation, mileage (at the applicable federal rate), air transportation, lodging, ground transportation (rental car or taxi cab), parking, meals, entertainment of local, state and/or federal economic development officials (meals), long distance, facsimile and cellular telephone services. It is understood that the total amount of expenses shall not exceed \$500 in total for the project unless approved in advance by the Client. If costs above the \$500 cap are not approved in advance by the Client, such costs shall be Ginovus' responsibility. The Client shall reimburse Ginovus for out-of-pocket expenses when invoiced by Ginovus, which will be on a monthly or quarterly basis. Ginovus shall provide copies of receipts for all out-of-pocket expenses.

6. Ownership and Law-Related Services Disclosure

The Client acknowledges that, although Ginovus is owned by the law firm of Taft, (i) Ginovus is not a law firm and offers or provides only law-related services, not legal services, whether the services are provided by lawyers or non-lawyer personnel; (ii) this Agreement does not create a lawyer-client relationship between the Client and Ginovus or any of its personnel, nor does it create a lawyer-client relationship between the Client and Taft or any of its lawyers; (iii) because no lawyer-client relationship is created, the protections of the lawyer-client relationship do not exist, including without limitation the attorney-client privilege, protection of confidential client information, avoidance of conflicts of interest, and exercise of independent judgment; and (iv) in the event the Client desires legal services to be provided in connection with the subject matter of this Agreement, and if the Client desires to engage Taft to provide those legal services, the Client may separately engage Taft for that purpose upon such terms as the Client and Taft may agree. However, Taft is not obligated to accept the Client as its client, and the Client is not obligated to engage Taft, but may engage counsel of the Client's choice. The Client shall not make any representations to any third parties inconsistent with this Section 6.

7. Progress Reports

Ginovus shall provide a reasonable number of updates to the Client throughout the duration of the project. Acceptable forms of progress reporting include, but are not limited to, telephone calls, e-mail, written correspondence and face-to-face meetings.

8. Representations and Warranties

a. Ginovus Representations and Warranties. Ginovus represents and warrants to the Client that:

(i) Organization and Power. Ginovus is a limited liability company duly organized and validly existing under the laws of the State of Indiana and has all requisite power and authority to enter into this Agreement;

GINOVUS.

(ii) **Authorization.** Ginovus is duly authorized by all requisite action to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and that the same do not conflict or cause a default with respect to its obligations under any other agreement; and

(iii) **Execution & Delivery.** Ginovus has duly executed and delivered this Agreement.

b. **The Client's Representations and Warranties.** The Client represents and warrants to Ginovus that:

(i) **Organization and Power.** The Client has all requisite power and authority to enter into this Agreement;

(ii) **Authorization.** The Client is duly authorized by all requisite action to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and that the same do not conflict or cause a default with respect to its obligations under any other agreement; and

(iii) **Execution & Delivery.** The Client has duly executed and delivered this Agreement.

9. **Miscellaneous.**

a. **Entire Agreement.** This Agreement constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except for in writing signed by a duly authorized representative of each of the parties.

b. **Assignment.** Neither party may assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

c. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be either (a) sent by Federal Express (or other nationally recognized courier service) for overnight delivery, or (b) sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties, at their respective addresses set forth in the preamble of this Agreement. Such notices shall be effective (i) one (1) business day after delivery by Federal Express (or such other nationally recognized courier service), if sent by Federal Express (or by such other nationally recognized courier service) for overnight delivery or (ii) four (4) business days after deposit in the mails, if mailed by registered or certified mail.

d. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to its choice of law principles. All parties to this Agreement agree to submit to the jurisdiction of any state or federal court located in Marion County, Indiana, to resolve any dispute arising from, through, or in any manner related to this Agreement.

f. **Titles and Headings; Rules of Construction.** Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Whenever the context so requires the use of or reference to any gender includes the masculine, feminine and neuter genders; and all terms used in the singular shall have comparable meanings when used in the plural and vice versa.

GINOVUS.

g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

h. Attorneys' Fees. In the event that any party to this Agreement is required to retain the services of any attorney to enforce or otherwise litigate or defend any matter or claim arising out of or in connection with this Agreement, then the prevailing party shall be entitled to its reasonable attorneys' fees and costs from the other party.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

CITY OF CARMEL, INDIANA

GINOVUS, LLC

By:_____

By:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

Exhibit A

PROJECT SCOPE

Ginovus shall prepare an executive summary of data to be used by Client to market the City of Carmel to executives of a company considering relocation or expansion in the City of Carmel (the "Target Company"). The Executive Summary will include the following data points:

1. Talent quality, availability and cost for the labor market area, including diversity of the community;
2. Quality of place overview, including attributes of and investments made by Carmel;
3. Overview of key public policy initiatives and organizations focused on growing the IT community locally;
4. Summary of key City of Carmel initiatives;
5. Key business climate factors;
6. Airline connectivity to the Target Company's two (2) primary locations of operation; and
7. Summary of potential local and state incentive tools to offset project and operating costs, based on potential employment range shared by the Target Company.

Ginovus will also prepare a branded City of Carmel slide deck that will summarize the data outlined above, along with key takeaways that can be delivered to the executive leadership team of the Target Company.

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

AFFIDAVIT

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

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 9th day of January, 2024.

Larry Gigerich
Printed: Larry Gigerich

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.

Larry Gigerich
Printed: Larry Gigerich

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

110754

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
1/5/2024			372408	CONSULTING SERVICES
GINOVUS LLC		Mayor's Office		
VENDOR 9 MUNICIPAL DRIVE		SHIP TO 1 Civic Square		
SUITE 1		Carmel, IN 46032-		
FISHERS, IN 46038 -				
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
83897				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1160 Fund: 101 General Fund

Account: 43-419.99

1 Each

CONSULTING SERVICES FOR ECONOMIC DEVELOPMENT

\$20,000.00

\$20,000.00

Sub Total

\$20,000.00



Send Invoice To:

Mayor's Office

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

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

SHIPPING INSTRUCTIONS

*SHIP PREPAID

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

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

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

ORDERED BY

TITLE

CONTROLLER

PAYMENT

\$20,000.00

* 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.

Sharon Kibbe

Sharon Kibbe

Executive Office Manager

James Crider

James Crider

Director of Administration

CONTROL NO. 110754

Redlee/SCS, Inc.
Street Department - 2024
Appropriation #1206 101 43-509.00 Fund; P.O. #110730
Contract Not To Exceed \$43,133.76

ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Redlee/SCS, Inc., (the "Vendor"), as City Contract dated April 19, 2023 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

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

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

By:

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Redlee/SCS, Inc.

By:



Authorized Signature

John Gendreau

Printed Name

President

Title

FID/TIN: **75-2353381**

Date: **01/11/24**

Exhibit A



Parking Garage Cleaning Proposal

Civic Square Parking Garage

50 Red Truck Road
Carmel, IN 46032

Prepared for:

Nathan Morris
Foreman
City of Carmel

December 21, 2023

Statement of Confidentiality

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



A: PRICING & SPECIFICATIONS

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

B: APPENDIX

- History
- Certificate of Insurance
- Minority Certifications

A. PARKING GARAGE SERVICE

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

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

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

B. EMERGENCY LABOR

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

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

C. LOCAL, STATE AND FEDERAL MANDATED COST ESCALATIONS

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

D. HOURS OF SERVICE

Working hours to be determined by the Customer.

E. PRICE DETERMINATION

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

F. INVOICING AND PAYMENT

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

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

F. INVOICING AND PAYMENT (continued)

Square footage changes and adjustments occurring after the billing date are "adjusted" on the following month's invoice.

G. AGREEMENT TERM AND TERMINATION

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

H. INSURANCE

REDLEE/SCS maintains the following insurance coverages:

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

H. INSURANCE (continued)

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

I. REDLEE/SCS EMPLOYEES

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

J. POLYGRAPH EXAMINATIONS

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

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

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

K. SLIP AND FALL AND OTHER EMERGENCY INCIDENTS

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

THE CONTRACTOR SHALL:

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

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

THE CUSTOMER SHALL:

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

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

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

I. REDLEE'S OBLIGATIONS:

That beginning _____, 2023, REDLEE agrees to:

- a. Provide services as defined in the Janitorial Specifications Schedule portion of the attached Janitorial Proposal, dated December 21, 2023, on and for the Subject property.
- b. Perform all work on schedule, except when prevented by strike, Act of God, accident or other circumstances beyond their control.
- c. Furnish labor, supervision, materials and equipment necessary to satisfactorily fulfill this Agreement except as listed in the supplementary schedules noted above.
- d. Maintain Workers' Compensation, Bodily Injury and Property Damage Liability Insurance in the amounts and with insurer's as specified herein, for the duration of this Agreement.

II. PROPERTY MANAGER'S OBLIGATIONS:

The Subject Property agrees to:

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

III. MISCELLANEOUS PROVISIONS:

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

III. MISCELLANEOUS PROVISIONS: (continued)

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

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

CITY OF CARMEL

REDLEE/SCS INC.

BY: _____

BY: _____

John Gendreau

TITLE: _____

TITLE: President, National Operations

- 
- General Cleaning: (7 Days or Nights a week / 2 hours per day)
 - Sweeping of parking garage spaces (351)
 - Sweeping of entry ways (3)
 - Sweeping of elevator (1)
 - Sweeping of entry mats (6)
 - Dump debris into trash receptacles / Do not empty trash receptacles
 - Must Transport Broom and Dustpan onsite daily / No onsite storage
 - All additional tasks done at additional charge
 - City of Carmel provides liners for trash receptacles

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



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

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

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

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

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

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

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



LOSS AND DAMAGES

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

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

Sample Loss and Damage report used by REDLEE/SCS.

REDLEE/SCS		
Building: _____	Suite No. _____	Tenant: _____
Reported By: _____	Date Reported: _____	Date of Incident: _____
Description of Incident: _____ _____ _____		
Action Taken: _____ _____ _____		
Remarks: _____ _____ _____		
Check Payable To: _____		Amount \$ _____
Check: <input type="checkbox"/> To Manager for Hand Delivery <input type="checkbox"/> To Be Mailed		
Check Needed: <input type="checkbox"/> Next Check Run <input type="checkbox"/> Other _____		
Rebill I.C.P. <input type="checkbox"/> Yes <input type="checkbox"/> No I.C. Name: _____		
Submitted By: _____		Date: _____
Approved By: _____		Date: _____



REDLINC-01

KHAL

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/21/2023

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

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

PRODUCER TexCap Insurance 12404 Park Central Drive, Suite 200-N Dallas, TX 75251		CONTACT NAME: Rhonda Buster PHONE (A/C, No. Ext.): (972) 720-5364 FAX (A/C, No.): E-MAIL ADDRESS: rbuster@TexCapINS.com															
INSURED Redlee/SCS, Inc.; Redlee/SCS Group, Redlee/SCS of Fort Worth, Ltd.; Redlee MSI, Ltd.; Redlee USA, Ltd.; Redlee/Bell, Ltd. & Redlee/Valor, Ltd. dba Valor Janitorial 10425 Olympic Drive Dallas, TX 75220		INSURERS AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Insurance Company</td> <td>41840</td> </tr> <tr> <td>INSURER C: Western Surety Company</td> <td>13188</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: The Hanover Insurance Company	22292	INSURER B: Allmerica Financial Benefit Insurance Company	41840	INSURER C: Western Surety Company	13188	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
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INSURER C: Western Surety Company	13188																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD RWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> INCIDENT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ZZDA362993	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 1,000,000 (DAMAGE TO RENTED PREMISES & (2a) occurrences) \$ 100,000 MED EXP (A/C, per person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000 CONFINED SINGLE LIMIT (2a accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO: OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/LEASED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AWDA363064	7/31/2023	7/31/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> RETENTION \$ 0		UHD-A363006	7/31/2023	7/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WDD-A327663	7/31/2023	7/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Janitorial Services		70169339	7/31/2023	7/31/2024	Limit 25,000
A	Lost Key Coverage		ZZDA362993	7/31/2023	7/31/2024	Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Sample - Bidding Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
---	---

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

National Minority Supplier Development Council



NCTRCA Minority Business Enterprise Certificate



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

110730

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION	
1/2/2024			367224		
REDLEE/SCS INC		Street Department			
VENDOR	10425 OLYMPIC DRIVE SUITE A	SHIP TO	3400 W. 131st Street Carmel, IN 46074-		
DALLAS, TX 75220--4427		(317) 733-2001			
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT	
83741					
QUANTITY	UNIT OF MEASURE	DESCRIPTION		UNIT PRICE	EXTENSION

Department: 1206 Fund: 101 General Fund

Account: 43-509.00

1 Each

Civic Square Garage Maintenance

\$43,133.76

\$43,133.76

Sub Total

\$43,133.76



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

\$43,133.76

* 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

CONTROLLER

CONTROL NO. **110730**

REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF CARMEL, INDIANA
AND
TRICO REGIONAL SEWER UTILITY

APPROVED
By the Board of Trustees on 2/22/11 JCM 05 2011

The City of Carmel, Indiana (the "City" or "Carmel"), by and through its Board of Public Works and Safety, and TriCo Regional Sewer Utility, formerly known as the Clay Township Regional Waste District ("TriCo"), by and through its Board of Trustees, enter into this Reimbursement Agreement (the "Agreement") as follows:

WHEREAS, on or about October 18, 2010, Carmel and TriCo entered into a Wastewater Service Agreement, as amended (the "Service Agreement"), concerning Carmel's treatment of wastewater, liquid waste, and sewage from TriCo; and

WHEREAS, in accordance with the Agreement, TriCo owns and operates a wastewater treatment system located in Zionsville in addition to a collection system (TriCo's Collection System") serving throughout the TriCo's territorial boundaries and transports a portion of the wastewater collected to Carmel for treatment; and

WHEREAS, Carmel owns and operates a wastewater collection and treatment system (the "Carmel System") serving areas in and around the corporate limits of Carmel; and

WHEREAS, for the purposes of the treatment service provided by Carmel to TriCo pursuant to the Service Agreement a portion of the TriCo's Collection System is connected to the Carmel system; and

WHEREAS, TriCo is responsible for maintaining its portion of sanitary sewers and related wastewater and sewage collection infrastructure within the Carmel System (collectively "Wastewater Infrastructure"); and

WHEREAS, the City routinely undertakes public works infrastructure improvement projects that from time to time include upgrades, repairs, improvements to, relocations, alterations and maintenance of Wastewater Infrastructure that would fall under TriCo's responsibilities pursuant to the Service Agreement ("TriCo's Responsibilities");

WHEREAS, while undertaking a public works project, it is frequently more economical and efficient for the City contractor to perform TriCo's Responsibilities; and

NOW THEREFORE, in consideration of the foregoing premises and the terms and conditions contained herein, the Parties agree as follows:

1. Representations. Each party represents to the other party that:
 - a. Each party has all requisite power, authority and legal right to enter into and carry out the obligations set forth in this Agreement; and

b. Each party will execute this Agreement by an authorized representative, upon which execution this Agreement will constitute a valid, legally binding obligation of the party, enforceable by its terms, and the party is estopped from making a claim based upon the unenforceability of this Agreement.

2. Obligations of the City. Wherever the City undertakes a public works project that includes TriCo's Responsibilities, the City shall follow all procedures required by Indiana public works laws, rules, and regulations to obtain lowest responsive bidder/quoter for any such project. The City shall have the following obligations hereunder:

a. If necessary, appoint a representative to act as liaison with TriCo.

b. Perform all activities necessary to complete the project, including any TriCo Responsibilities.

c. As a part of the bidding, quoting, or any change order process obtain a line item from the lowest responsive bidder for the cost of performing TriCo Responsibilities ("Line Item Cost").

d. Prior to accepting the bid, quote or a change order, inform and obtain approval from TriCo of the Line Item Cost.

e. Identify any infrastructure, equipment and any other property belonging to TriCo that it needs to remove, relocate, or alter to perform all activities necessary to complete the project in a manner as approved by TriCo.

f. Submit an invoice to TriCo for the Line Item Cost and a request to perform the work related to any items identified in subsection "e" above.

3. Obligations of TriCo. TriCo shall have the following obligations hereunder:

a. If necessary, appoint a representative to act as liaison with the City.

b. Cooperate with the City during the construction phase of the public works project involving TriCo Responsibilities.

c. Remove, relocate, or alter to perform within an agreed-upon timeframe all the items identified in section 2e above.

d. Upon receiving an invoice for the Line Item Cost, reimburse the City for such amount within 35 days or as otherwise agreed by the Parties. The Parties may agree on a satisfactory reimbursement amount that is different from the Line Item Cost.

4. No Joint Undertaking. The parties hereby acknowledge and agree that the purpose and intent of this Agreement is not to undertake the joint exercise of power within the meaning of I.C. § 36-1-7-2(a) or any other applicable Indiana law and, therefore, this Agreement need not address other matters related to the financing, staffing, budget, administration through a joint board or separate legal entity, or the manner of acquiring, holding and disposing of real and personal property of a joint undertaking. There will be no jointly held property under this Agreement. Each party will be responsible for its own personnel while performing obligations under this Agreement.

5. No Acceptance of TriCo Responsibilities. Except as outlined herein, this Agreement does not relieve TriCo of any responsibilities to maintain, repair, upgrade and/or perform any other necessary work on Wastewater Infrastructure under Service Agreement and/or any other applicable agreements, laws, rules, and regulations. Likewise, TriCo does not accept any greater responsibility or liability than exists prior to this agreement and City is not relieved of any costs or responsibility it may have by virtue of the execution of this agreement.

6. Dispute Resolution. Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers, or their designees. Failing resolution by the executive officers, the parties shall submit the dispute to mediation. Failing resolution of the dispute by mediation, either party may institute a suit in a court of law as provided for in Section 14 hereof.

7. Effective Date. This Agreement shall be effective upon the latest date of: (a) adoption and execution of appropriate resolutions or ordinances approving this Agreement by appropriate body of each party.

8. Term. This Agreement shall be in effect until terminated by either party pursuant to Section 9 of this Agreement.

9. Termination. Either party may terminate this Agreement by providing a minimum thirty (30) days written notice to the other party.

10. Notice.

a. With regard to routine communications concerning this Agreement, the parties' respective authorized representatives may communicate directly by whatever means they deem most effective and efficient.

b. Any other type of formal notice required to be provided under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To the City :

Department of Engineering
Attention: Director
City of Carmel
One Civic Square
Carmel, IN 46032

To TriCo:

TriCo Regional Sewer Utility
Attention: Engineering Manager
7236 Mayflower Park Drive
Zionsville, IN 46077

11. Indemnification.

a. The City hereby agrees to indemnify, defend, exculpate, and hold harmless TriCo and its officers, employees and agents, from and against any and all claims, suits and liabilities of any kind or character, including reasonable attorneys' fees ("Claims") which result or arise from any negligent acts or omissions of the City or those for whom the City is responsible, including its officers, employees, agents and

contractors, arising from or connected with the performance of any of the City's duties or responsibilities under this Agreement.

b. TriCo agrees to indemnify, defend, exculpate, and hold harmless the City and its respective officers, employees and agents, from and against Claims, including reasonable attorneys' fees, which result or arise from any negligent acts or omissions of TriCo or those for whom TriCo is responsible, including its officers, employees, agents and contractors, arising from or connected with the performance of any of the duties or responsibilities of TriCo under this Agreement.

12. Modification. The parties may alter, change or amend the terms and conditions of this Agreement only by mutual written agreement approved by the appropriate body of each party.

13. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to its subject matter, supersedes any prior discussions, negotiations, and understandings between them, and cannot be altered, changed or amended except as provided for in Section 12 hereof. The parties acknowledge that neither the City or TriCo, nor any of their respective officers, employees, or agents have made any representations relied upon by any other party other than the agreements contained herein.

14. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Indiana. This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

15. Interpretation. The parties hereby acknowledge and agree that this Agreement is the result of negotiations between the parties and their respective legal counsel, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either party.

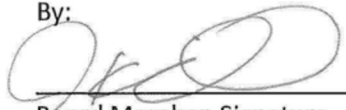
16. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

[The remainder of this page left blank intentionally]

TriCo Regional Sewer Utility

By:


Board Member, Signature

Jeffrey Kimball
Printed

1-8-24
Dated


Board Member, Signature

CHARLES RYERSON
Printed

1-8-24
Dated


Board Member, Signature

Jane B Merrill
Printed

1-8-24
Dated


Board Member, Signature

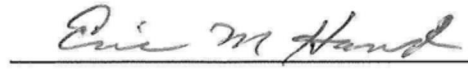
CARL S. MILLS
Printed

1-8-24
Dated


Board Member, Signature

Michael McDonald
Printed

1-8-24
Dated


Board Member, Signature

ERIC M HAND
Printed

1/08/24
Dated


Board Member, Signature

JEFF HILL
Printed

1/8/2024
Dated


Board Member, Signature

Amanda Foley
Printed

1/8/24
Dated

Board Member, Signature

Printed

Dated

CITY OF CARMEL, INDIANA

by and through its Board of Public
Works and Safety

By:

Sue Finkam, Mayor, Presiding Officer
Date: _____

Laura Campbell, Member
Date: _____

Alan Potasnik, Member
Date: _____

ATTEST:

Jacob Quinn, Clerk
Date: _____

CITY OF CARMEL, INDIANA

Reviewed/Recommend Approval

CPD Horner 12/7/23

STREET Privett 12/7/23

CFD Heavner 12/8/23

ENGINEERING Kirsh 12/11/23

CRED Brewer 12/28/23

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

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

CONTACT INFORMATION:

Contact Person Evan Roberts

Email

Phone Number:

Cell Number:

Name/Organization: Indianapolis Rugby Club (Indy Impalas)

Address

State / Province / Region

IN

Country

USA

Organization Type: Non-Profit Organization

Residency/Location: Do you reside or are you located within the Carmel city limits?

• Yes

No

Event/Use Purpose: Indy Impalas send off celebration. The team will be going to the USA Rugby Nationals on May 4-5 and we would like to have a table to raise awareness about the team and to show our game from the Midwest Rugby Championship on the big screen.

Event Date

4/27/2024

End Date

4/27/2024

Number of People Expected: 50

Set-Up Start time

12:00:00 PM

Tear Down End Time 05:00:00 PM

Event Start time:
01:00:00 PM

Event end time:
04:00:00 PM

Rehearsal ☒ NA

Rehearsal Date:

Rehearsal
Start Time:

Rehearsal
End Time:

Fees?

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

- ☐ YES
☒ NO

Description of Event:

Provide a brief description of event

Indy Impalas send off celebration. The team will be going to the USA Rugby Nationals on May 4-5 and we would like to have a table to raise awareness about the team, accept donations and to show our game from the Midwest Rugby Championship on the big screen (we have received approval from Midwest Rugby & Next Level Rugby and can CC City of Carmel). I am the President of the club and also coach rugby for Carmel Dads Club.

Attach additional pages if needed-SEE BELOW

ADDITIONAL PAGES OF DESCRIPTION OF THE EVENT

CITY FACILITY (S) REQUESTED: Mark all that apply

FACILITY (S)

- ☐ CARTER GREEN (area between Palladium & theater building)
☐ CIVIC SQUARE FOUNTAIN AREA
☐ CIVIC SQUARE GAZEBO / LAWN
☐ JAPANESE GARDEN
☐ MONON & MAIN PLAZA
☒ MIDTOWN PLAZA - Events must be free and open to the public. We are unable to accommodate public movie requests.
☐ REFLECTING POOL - Please note that Veteran's Plaza is NOT available for use.
☐ Other

SPECIAL REQUESTS: Mark all that apply

REQUESTS:

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

VENDORS: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

VENDORS:

VENDORS PRESENT

FOOD SERVED (May be subject to Hamilton County Health Department inspection.)

ALCOHOL SERVED - Please see Section M under "General Terms and Conditions" in the Public Use Policy.

☒ N/A

CITY SERVICES NEEDED: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

CITY SERVICES
NEEDED:

☐ **EMERGENCY MEDICAL SERVICES (EMS)** (Extra fees may apply)

☐ **EXTRA PATROL DURING EVENT** (when available)

☐ **TRAFFIC CONTROL** (Extra fees may apply)

☐ **ONSITE SECURITY** (Assigned off-duty CPD officers, extra fees will apply)

☐ **BARRICADES**

☐ **NO PARKING SIGNS** (PICK UP AT CARMEL POLICE DEPARTMENT)

☒ N/A

☐ Other

Please note the number of NO PARKING SIGNS needed

EVENT SET UP: Mark all that apply

SEE CITY OF CARMEL FACILITY USE POLICY

☐ **Stage**

Size of Stage

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

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:

STREET(S) REQUESTED:

SEE CITY OF CARMEL FACILITY USE POLICY

Neighborhood

Include addresses as appropriate

Name/Streets to be closed

UPLOAD MAP

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

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

SECURITY DEPOSIT AND FEE:



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

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:



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

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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

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

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

Indianapolis Rugby Club
Name of Organization/Applicant

*

Evan Roberts

Signature of Authorized Agent/Applicant

Evan Roberts, Club President
Printed Name and Title (If applicable)

*

Phone Number (Required)

Address of Organization/Applicant

11/30/2023
Date

*

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

Public Use Policy *

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

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 2024

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Sue Finkam, Presiding Officer

Date: _____

Laura Campbell, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



January 16, 2024

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

RE: CURB CUT REQUEST; CURB CUT VACATION– 4001 W 141ST STREET

Dear Board Members:

Civil Site Group, Inc. has requested vacation of 3 existing curb cuts and approval of a new curb cut to facilitate construction of a new single-family residence (Exhibit attached). The existing driveways on site will be abandoned, and a new curb cut installed to the west allowing rear access from the alley.

The Department of Engineering recommends that the Board approve the request contingent upon satisfaction of the following requirements:

- In constructing the entrance, the petitioner's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- The portion of the proposed entrance within the right of way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6).
- The vacated curb cut, and existing driveway shall be completely removed and restored to the satisfaction of the City Engineer.
- Apron within right of way shall not exceed maximum width indicated on City Standard Details and shall be minimum 6" thickness concrete. (City of Carmel Standard Drawing 10-21A) No portion of the proposed drive aprons within the City right of way shall encroach past the extension of the property line to the center of the street.
- Roadside drainage must be maintained across the proposed entrance pursuant to Carmel City Code 6-227(h)(9).
- Public streets and alleys shall be always kept clean of dirt and debris.
- Petitioner understands that approval is granted for the items described above only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as a part of a separate process.
- Access to surrounding properties shall be maintained at all times.
- Any damage to improvements within the public right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.



Sincerely,

A handwritten signature in red ink, appearing to read "J. Kashman", is positioned above the printed name.

Jeremy Kashman, P.E.
City Engineer



718 Adams Street, Suite E
Carmel, IN 46032
Phone: 317-810-1677

December 20, 2023

City of Carmel
Department of Engineering
ATTN: Caleb Warner
One Civic Square
Carmel, IN 46032
317-571-2441

Subject: Martin Residence
SW 2023-00047
3927 & 4001 West 141st Street

Dear Mr. Warner:

This letter is to formally notify The City of Carmel of our request to be placed upon the next available BPWS meeting agenda for the above referenced project. Our request is for the following:

1. The removal of three (3) existing residential driveways currently along the south side of West 141st Street.
2. The construction of one (1) new residential driveway along the south side of West 141st Street to serve the proposed estate home. The single new driveway will replace the three (3) existing driveways to be removed.

Please contact me with any further information you need. Thank you.

Sincerely,
Civil Site Group, Inc.


A handwritten signature in blue ink, appearing to read "Eric A. Gleissner".

Eric A. Gleissner, P.E.
Principal



JGLA, LLC
LANDSCAPE ARCHITECT
 (615) 594-8153

civilSite
CIVIL SITE GROUP, INC.
1000 E. Camelot, Indiana 46032
 Ph: (317) 810-1670



Eric A. Gleason
 DATE: 07/28/23

DWN BY: EAG
 CHKD. BY: EAG
 SCALE: 1" = 100'
 DATE: 07-01-23

MARTIN RESIDENCE
 3927 WEST 141st STREET
 CARMEL, INDIANA 46074

**EXISTING CONDITIONS &
 DEMOLITION PLAN**

PROJECT NUMBER
ZMP.001

DRAWING NUMBER
C1.0



January 17, 2024

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

RE: OPEN PAVEMENT CUT; LANE RESTRICTION– DUKE ENERGY – CARMEL HISTORICAL SOCIETY MUSEUM

Dear Board Members:















Duke Energy is requesting approval for an open pavement cut and related lane restrictions on 4th Ave SW between 1st and 2nd Streets (exhibit attached). The pavement cut and lane restriction are needed to facilitate boring a new electric service line to the Carmel Historical Society Museum currently under construction.

The Department of Engineering recommends that the Board approve the requested lane restriction and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48-hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed.
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utilibond Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified, and a steel plate is to be placed over the open cut, secured, and anchored in place.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

	General Information		Work Order Information						Circuit Information		Duke Energy Legend			 			INDEX 12kv Distribution Line		
	INDOT DES #		Distribution						Distribution		Existing Duke Pole ←				Existing Dwguy			DETAIL Carmel Clay Historical Society	
			Emax # Install Remove OH Maint. UG Maint. OU / Center						Carmel 1st Ave		 Proposed Duke Pole  Proposed Dwguy								
	Carmel Clay Historical Society		50341487						1263 Circuit		 Remove Duke Pole  Transmission Line								
	211 1st St SW		Transmission								 Existing Foreign Pole  Distribution Line								
	Carmel, IN		Emax # Install Remove OH Maint. UG Maint. OU / Center						N/A		 Proposed Foreign Pole  Secondary Line								
	N/A		N/A		N/A		N/A		N/A		 Remove Foreign Pole  Overhead Light								
														DATE 10/23/23 LOCATION 39.976121, -86.132436					
														DRAWN Gabe Gibson PHONE 317-416-1313		ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING APPROVAL SIGNATURE DWG NO.			
																SHEET 1 OF 1			



January 16, 2024

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

RE: SECONDARY PLAT – NATHANIEL HAWKINS ADDITION LOT SPLIT-140 N RANGE LINE

Dear Board Members:

Fred Krawczyk has requested a secondary plat for Nathaniel Hawkins Addition lot 4 split be placed on the Board of Public Works and Safety agenda for approval and signatures.

The plat has been reviewed and signed by the Department of Community Services and reviewed by the Department of Engineering with approval. Therefore, I recommend the Board approve and sign this plat.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kashman", with a stylized flourish at the end.

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: MYLAR PLAT



January 16, 2024

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

RE: STORMWATER TECHNICAL STANDARDS WAIVER – NEW RESIDENCE - 4130 W 131ST STREET

Dear Board Members:

Brian Brown, P.E., with Stoeppelwerth & Associates has requested a waiver from the Stormwater Technical Standards Manual in association with a proposed new residence at 4130 W 131st (exhibits attached).

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

Sincerely,

Jeremy Kashman, P.E.
City Engineer

December 21, 2023

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

Attention: Alex Jordan

Re: SW-2023-00044
New Residence – 4130 W 131st St
Waiver Request #2

Dear Mr. Jordan:

In response to your comments dated November 29, 2023 the following waivers are being requested for this project.

Waiver #3 – Section 302.06 (1) of the Stormwater Technical Standards Manual states “90% of the original detention capacity is restored within 48 hours from the start of the design 100-year storm.” The detention basin does not drain fully within 48 hours due to the small orifice in the outlet. To accommodate this a second 100 year storm event was modeled to start at 48 hours after the first storm was completed. That analysis shows that the ponding elevation stays within the top of bank. It is requested that a waiver from Section 302.06 (1) of the Stormwater Technical Standards Manual be granted.

Waiver #4 – Section 303.05 (7) of the Stormwater Technical Standards Manual states “... swales shall have tile underdrains to dry the swales.” The swales along the western portion of the project site exceed a slope of 1% (1.42 and 1.79% respectively). These slopes should allow for effective drainage such that the swales would not hold water. In addition, since the southern swale drains to an end section, there would not be an outlet for an underdrain to connect to. It is requested that a waiver from Section 302.06 (1) of the Stormwater Technical Standards Manual be granted.

Waiver #5 – Section 306.02 (C) of the Stormwater Technical Standards Manual states “Rear-yard swales and emergency overflow paths associated with detention ponds shall be contained within a minimum of 30 feet width (15 feet from centerline on each side) of drainage easement.” It is not practical to relocate the spillway to drain to the north. The site naturally drains to the west and the top of bank of the detention basin would need to be raised 4 feet to get a spillway to go north. Those flows would still end up going south to then end up at the same outlet point. In addition, the neighbor would not give an easement. To account for this a back to back 100 year storm has been modeled and the analysis shows that the storms do not exceed the top of bank of the basin. The top of bank was raised 6" and the emergency spillway has been removed so as to not direct flows to the west or the appearance of

directing flows to the west. It is requested that a waiver from Section 306.02 (C) of the Stormwater Technical Standards Manual be granted.

If you have any questions or comments concerning these revisions, please contact me at bbrown@stoepfelwerth.com or my direct line at (317) 570-4704.

Very truly yours,
STOEPELWERTH & ASSOCIATES, INC.

A handwritten signature in brown ink, appearing to read "B. M. B.", with a long horizontal flourish extending to the right.

Brian M. Brown, PE, CFM
Director of Water Resources

Cc: File

Om Narla, Property Owner

BMB/ads

S:\106842\Blue Book\Agency_Correspondence\Waiver Request Carmel 2.docx



January 11, 2024

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

RE: STORMWATER TECHNICAL STANDARDS WAIVER – DRIVEN NEURO RECOVERY-1300 E 96TH STREET

Dear Board Members:

David Welch, P.E., with American Structurepoint, Inc. has requested a waiver from the Stormwater Technical Standards Manual in association with the Driven Neuro Recovery Center proposed at 1300 E 96th Street (exhibits attached).

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

Sincerely,

A handwritten signature in dark ink, appearing to be "J. Kashman", written in a cursive style.

Jeremy Kashman, P.E.
City Engineer



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

January 2, 2024

Mr. Alex Jordan
Engineering Department
City of Carmel
One Civic Square
Carmel, Indiana 46032

RE: Requests for Variance – Drainage System Overflow Design and Commercial Driveway Width
Docket No. PZ-2023-00192 DP/ADLS – Driven Neuro Recovery Center

Dear Mr. Jordan,

American Structurepoint, Inc., on behalf of our client, Compass Commercial Construction Group, respectfully requests the following variances from City of Carmel Construction and Design standards.

We are requesting a variance from the Drainage System Overflow Design standards as specified in Section 104.02 of The City of Carmel Stormwater Technical Standards Manual. This standard specifies that the Minimum Flood Protection Grade (MFPG) of a commercial building structure is to be no less than 2 feet above any adjacent 100-year local or regional flood elevations, as well as the Minimum Lowest Adjacent Grade (MLAG) for any such structure is to be set at 2 feet above the local flooding sources 100-year flood elevation. The proposed project is for the reuse of an existing building and the redevelopment of the surrounding site infrastructure. Due to constraints of the existing building and site infrastructure that all new improvements must interact and work in concert with, as well as grading restraints associated with ADA accessibility to the building, an MFPG and MLAG greater than or equal to 2 feet above local flood elevation is not able to be met by the finish floor elevation of the existing building. Flood routing calculations performed as part of the proposed project do however show that the local flood elevations surrounding the building do not exceed the existing building finish floor elevation of 814.00'. The building would not be inundated by overflow during emergency flooding scenarios.

We are also requesting a variance from the standards specified by Carmel Standard Drawing 10-22 for 'Commercial Driveway Depressed Curb'. This standard specifies a max width of 30 feet for a commercial driveway measured at the property line. The proposed project includes the

Mr. Alex Jordan

January 2, 2024

Page 2


construction of a new commercial driveway with a width of 36 feet at the property line. Due to the anticipated usage and the geometry of the site a driveway with three 12-foot-wide lanes (36 feet total width) is proposed, with one lane accommodating traffic to the site from 96th Street, one lane accommodating a right turn lane for traffic exiting the site to 96th Street, and one lane accommodating a left turn lane for traffic exiting the site to 96th Street.

The expanded width three-lane driveway will prevent the stacking of traffic existing from the site to 96th Street which would be disruptive to the orderly and safe operation of the proposed facility.

We appreciate your time and consideration of our requests. If you have any questions or require additional information, please reach me via phone at 317-547-5580 or via email at dwelch@structurepoint.com.

Sincerely,

American Structurepoint, Inc.

A handwritten signature in dark ink, appearing to read 'David Welch', is positioned above the printed name.

David Welch, PE

Project Engineer

Memo

To: Jacob Quinn, City Clerk

From: Laurie Slick

CC: Jeremy Kashman

Date: 01/18/24

Re: Plan Set – Cover-sheet signatures

Engineering request signatures of City of Carmel - Board of Public Work members for the INDOT construction project Letting in May, 2024:

Project: INDOT Des 1901894 – Intersection Improvements 96th Street and & College Avenue