



CITY OF FISHERS AGENDA

The public may [stream the meeting online](#).

Members of the public may [submit comments online](#) before 12pm on Monday, January 1, 0001.

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 2/27/2024, at 9:00 AM

DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT CHAMBERS:

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda: Meeting Minutes 2-15-24
 - b. Request to approve the account payable register: Accounts Payable 2-27-24.
- 5. Resolution**
 - a. **R022724** – Request to approve United Healthcare Participation Agreement. Board Action Form | Resolution | Exhibit A
 - b. **R022724A** – Request to approve Proposed Request for Proposal Pursuant to Indiana Code §36-9-30-5.3. Board Action Form | Resolution | Exhibit A

- c. **R022724B** – Request to approve Safe Streets for All (SS4A) Grant Award Agreement. Board Action Form | Resolution | Exhibit A
 - d. **R022724C** – Request to approve Professional Services Agreement. Board Action Form | Resolution | Exhibit A
 - e. **R022724D** – Request to approve special purchase with Associated Controls + Design. Board Action Form | Resolution | Exhibit A
 - f. **R022724E** - Request to approve Professional Services Agreement (Jim Dunbar Architect). Board Action Form | Resolution | Exhibit A
 - g. **R022724F** – Request to approve Sponsor Agreement. Board Action Form | Resolution | Exhibit A
 - h. **R022724G** – Request to approve Construction Manager as Advisor Agreement. Board Action Form | Resolution | Exhibit A
- 6. Unfinished/New Business**
- 7. Meeting Adjournment**



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 02/15/2024

DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:45 A.M., CITY COURT ROOM:

1. Meeting Called to Order:

- The meeting was called to order at 9:00 a.m. by Scott Fadness. Board members Jeff Lantz, Jason Meyer and Scott Fadness were present.
- Staff present/Legal: Megan Baumgartner, Jennifer Roam, Ross Hilleary, Kevin Martin, Tami Houston, Marrissa Deckert, Jake Reardon McSoley, Tacy Gaynor, Lindsey Bennett, Erica Foreman, and Kari Adriano.
- Public Present: Larry Lannan
- Members of the public were able to submit comments to the Board via form submission. [Public Comment](#)

2. Announcements:

3. Presentations:

CONSENT AGENDA

4a. Request to review the previous meeting memoranda: [Meeting Minutes 1-23-24](#).

4b. Request to approve the account payable register: [Accounts Payable 2-15-24](#).

- Jeff Lantz made a motion to approve the consent agenda. Jason Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

RESOLUTION

2. R021524 – Request to approve a temporary encroachment agreement with Nickel Plate North Associates, LLC.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Ross Hilleary, Director of Planning & Zoning, presented **R021524** to the board.
- Jason Meyer made a motion to approve **R021524**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

3. R021524A – Request to approve a Professional Services Agreement with Speck Dempsey.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Ross Hilleary, Director of Planning & Zoning, presented **R021524A** to the board.
- Jeff Lantz made a motion to approve **R021524A**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

4. R021524B – Request to Approve the Annual agreement for OKTA software.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Jennifer Roam, Assistant Director of Business Solutions Group, presented **R021524B** to the board.
- Jason Meyer made a motion to approve **R021524B**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



CITY OF FISHERS AGENDA

5. **R021524C** – Request to revoke Right of Way permits.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Tami Houston, Project Engineer, Engineering Department, presented **R021524C** to the board.
- Jason Meyer made a motion to approve **R021524C**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

6. **R021514F** – Request to approve amendment for on-call inspection services for Sanitary sewer construction.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Tami Houston, Project Engineer, Engineering Department, presented **R021524F** to the board.
- Jeff Lantz made a motion to approve **R021524F**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

7. **R021514G** – Request to approve supplement #4 for on-call inspection of sanitary sewer.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Tami Houston, Project Engineer, Engineering Department, presented **R021524G** to the board.
- Jeff Lantz made a motion to approve **R021524G**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

8. **R021514H** – Request to approve a Professional Services Agreement for construction inspection services for 96th Street and Allisonville Road Roundabout.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Tami Houston, Project Engineer, Engineering Department, presented **R021524H** to the board.
- Jeff Lantz made a motion to approve **R021524H**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

9. **R021514I** – Request to approve Fishers' Farmer's Market Handbook.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Erica Foreman, Farmers Market Experience Coordinator, Parks Department, presented **R021524I** to the board.
- Jeff Lantz made a motion to approve **R021524I**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

10. **R021524J** – Request to approve Trail Easement and Right of Way.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Lindsey Bennett, City Attorney, presented **R021524J** to the board.
- Scott Fadness made a motion to approve **R021524J**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



CITY OF FISHERS AGENDA

11. R021524L – Resolution approving participation agreement and installment payment agreement.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)

- Jake Reardon McSoley, Director of Recreation and Wellness, presented **R021524L** to the board.
- Jason Meyer made a motion to approve **R021524L**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

REGULAR ITEMS

16. Unfinished/New Business:

17. Meeting Adjournment

- Jason Meyer made a motion to adjourn the meeting. Jeff Lantz seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 10:01 a.m.

This meeting was recorded at <http://tinyurl.com/CityOfFishers>

Respectfully Submitted,

Kari Adriano, Board Clerk

I hereby certify that each of the above listed vouchers and the invoices, or bills

attached there to, are true and correct and I have audited same in accordance with
IC 5-11-10-1.6.

February 27, 2024

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 73 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$1,582,965.38.

Dated this 27th day of February 2024.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10108			FIB CIRDA Account						
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
69947	02/13/2024	EFT	2600 Indianapolis Metro	84607	2024-01 January	02/09/2024		21324RD	4,850.59
						CHECK	69947	TOTAL:	4,850.59
NUMBER OF CHECKS						1	*** CASH ACCOUNT TOTAL ***		4,850.59
TOTAL EFT'S						COUNT	AMOUNT		
						1	4,850.59		
						*** GRAND TOTAL ***			4,850.59

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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Report generated: 02/16/2024 14:03
User: clarkc
Program ID: apcshdsb

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

52.50	10108015	42200	Operating Supplies
1,050.00	10108011	43100	Professional Services
18.00	10108013	43200	Comms And Transportation
119.82	10108011	42200	Operating Supplies
19.10	10108013	43200	Comms And Transportation
308.00	10108011	43100	Professional Services
125.00	10108011	43100	Professional Services
168.96	10108013	42200	Operating Supplies
254.15	10108013	43200	Comms And Transportation
78.00	10108015	42200	Operating Supplies
197.96	10108011	42200	Operating Supplies
125.00	10108011	43100	Professional Services
550.00	10108015	43200	Comms And Transportation
125.00	10108011	43100	Professional Services
1,129.96	10108015	42200	Operating Supplies
2,100.30	10108012	42200	Operating Supplies
128.33	10108012	42200	Operating Supplies
341.94	10108012	42200	Operating Supplies
125.00	10108015	43200	Comms And Transportation
1,327.33	10108012	42200	Operating Supplies
35.67	10108012	42200	Operating Supplies
15.25	10108012	42200	Operating Supplies
306.89	10108012	42200	Operating Supplies
96.41	10108012	42200	Operating Supplies
71.94	10108012	42200	Operating Supplies
125.00	10108011	43100	Professional Services
190.00	10108011	43100	Professional Services
11.99	10108011	43100	Professional Services
402.00	10108013	43100	Professional Services
100.00	10108013	43100	Professional Services
2,675.00	10108013	42200	Operating Supplies
41.72	10108013	43200	Comms And Transportation
75.00	10108013	43200	Comms And Transportation
1,358.63	10108013	43100	Professional Services
660.85	10108013	43200	Comms And Transportation
150.00	10108013	43200	Comms And Transportation
54.00	10108013	43200	Comms And Transportation
400.00	10108013	43100	Professional Services
450.00	10108013	43100	Professional Services
2,025.00	10108012	43200	Comms And Transportation
1,545.00	10108015	43200	Comms And Transportation
309.00	10108015	43200	Comms And Transportation
9,941.00	10108013	43100	Professional Services
95.00	10108015	43200	Comms And Transportation
179.99	10108012	42200	Operating Supplies
988.70	10108012	42200	Operating Supplies
1,531.71	10108012	42200	Operating Supplies
1,640.00	10108012	42200	Operating Supplies
307.50	10108012	42200	Operating Supplies
181.22	10108012	42200	Operating Supplies

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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Report generated: 02/16/2024 14:03
User: clarkc
Program ID: apcshdsb

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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Report generated: 02/16/2024 14:03
User: clarkc
Program ID: apcshdsb

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

407.45	10105012	42200	Operating Supplies
4.98	10105016	42200	Operating Supplies
55.00	10105011	42200	Operating Supplies
29.99	10105011	43100	Professional Services
45.34	10105011	42200	Operating Supplies
41.34	10105011	42200	Operating Supplies
1,964.48	10105012	42200	Operating Supplies
854.00	10105011	42200	Operating Supplies
206.40	10105012	42200	Operating Supplies
174.00	10105011	42200	Operating Supplies
150.00	10105011	42200	Operating Supplies
15.99	10105011	42200	Operating Supplies
612.24	10105016	43200	Comms And Transportation
90.00	10105016	43200	Comms And Transportation
650.00	10105016	43200	Comms And Transportation
546.27	10105016	42200	Operating Supplies
-370.16	10105016	43200	Comms And Transportation
81.47	10105015	42200	Operating Supplies
97.63	10105015	42200	Operating Supplies
69.51	10105015	42200	Operating Supplies
14.99	10105011	43100	Professional Services
4.00	10105011	43100	Professional Services
57.90	10105011	42200	Operating Supplies
43.57	10105011	42200	Operating Supplies
17.40	10105011	42200	Operating Supplies
21.46	10105011	42200	Operating Supplies
33.28	10105011	42200	Operating Supplies
35.72	10105011	42200	Operating Supplies
11.98	10105011	42200	Operating Supplies
38.36	10105011	42200	Operating Supplies
4,000.00	10105013	42200	Operating Supplies
144.95	10105011	42200	Operating Supplies
76.28	10105011	42200	Operating Supplies
96.51	10105011	42200	Operating Supplies
196.72	10105011	42200	Operating Supplies
4,800.00	10105014	43200	Comms And Transportation
48.46	10105015	42200	Operating Supplies
118.55	10105015	42200	Operating Supplies
85.52	10105013	42200	Operating Supplies
387.82	10105013	42200	Operating Supplies
64.94	10105013	42200	Operating Supplies
38.34	10105013	42200	Operating Supplies
156.82	10105013	42200	Operating Supplies
99.86	10105013	42200	Operating Supplies
73.20	10105013	42200	Operating Supplies
110.90	10105013	42200	Operating Supplies

CHECK 70200 TOTAL: 24,830.28

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

70201 02/16/2024 MANL 2452 Regions Bank

VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
84774	124CC-Admin	01/31/2024		124CC	18,851.03
110.00	10101015 43100				
112.18	10101015 42200				
88.11	10101015 42200				
7.09	10101011 42200				
61.33	10101011 42200				
16.28	10101011 42200				
29.16	10101011 42200				
90.43	10101011 42200				
77.80	10101011 43100				
438.72	10101011 43100				
838.14	10101011 43100				
1,606.07	10101011 43100				
7.74	10101011 42200				
32.99	10101011 42200				
164.92	10101011 42200				
49.37	10101011 43100				
90.88	10101011 42200				
81.04	10101011 42200				
58.57	10101011 42200				
335.73	10101011 43100				
343.85	10101017 42200				
28.23	10101017 42200				
125.88	10101017 42200				
100.00	10101017 42200				
80.25	10101017 42200				
100.00	10101017 43100				
71.56	10101011 42200				
28.00	10101011 43100				
38.99	10101011 43100				
40.09	10101011 42200				
42.91	10101011 42200				
45.66	10101011 42200				
51.09	10101011 42200				
51.79	10101011 42200				
39.29	10101011 42200				
68.00	10101011 42200				
74.48	10101011 42200				
47.48	10101011 42200				
39.15	10101011 42200				
933.62	10101011 42200				
65.28	10101011 42200				
79.89	10101011 42200				
70.00	10101011 42200				
8.75	10101011 43200				
933.61	10101011 42200				
45.21	10101011 42200				
69.15	10101011 42200				
46.36	10101011 42200				
38.99	10101011 43100				
28.00	10101011 43100				

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

34.74	10101011	42200	Operating Supplies
1,500.00	10107010	43100	Professional Services
50.00	10101016	43100	Professional Services
175.50	10101016	42200	Operating Supplies
131.28	10101016	42200	Operating Supplies
22.81	10101016	42200	Operating Supplies
532.74	10101016	43100	Professional Services
9.99	10101016	43100	Professional Services
26.01	10101016	42200	Operating Supplies
54.52	10101016	42200	Operating Supplies
99.00	10101016	43100	Professional Services
2,880.00	10101016	43100	Professional Services
99.00	10101016	43100	Professional Services
1,886.00	10101016	42200	Operating Supplies
96.00	10101016	43100	Professional Services
20.00	10101016	43100	Professional Services
418.75	10101016	43100	Professional Services
24.58	10101016	42200	Operating Supplies
603.20	10101016	43200	Comms And Transportation
92.00	10101016	43100	Professional Services
262.16	10101016	42200	Operating Supplies
50.00	10101016	42200	Operating Supplies
30.00	10101016	43100	Professional Services
44.14	10101016	42200	Operating Supplies
72.40	10101016	42200	Operating Supplies
745.80	10101016	42200	Operating Supplies
118.22	10101016	42200	Operating Supplies
224.60	10101016	42200	Operating Supplies
3.86	10101016	42200	Operating Supplies
179.88	10101016	43100	Professional Services
66.75	10101016	42200	Operating Supplies
76.16	10101016	42200	Operating Supplies
45.50	10101016	42200	Operating Supplies
61.79	10101016	42200	Operating Supplies
35.00	10101016	43100	Professional Services
46.54	10101016	42200	Operating Supplies

CHECK 70201 TOTAL: 18,851.03

70202 02/16/2024 MANL 2452 Regions Bank

84794	124CC-Recreation	01/31/2024	124CC
122.92	10107010	42200	Operating Supplies
417.08	10107010	42200	Operating Supplies
59.48	10107010	42200	Operating Supplies
65.99	10107010	42200	Operating Supplies
62.64	10107010	42200	Operating Supplies
100.00	10107010	43100	Professional Services
5,310.93	10107010	42200	Operating Supplies
189.00	10107010	42200	Operating Supplies
1,888.00	10107010	43100	Professional Services
1,112.00	10107010	42200	Operating Supplies
15.70	10107010	43200	Comms And Transportation

15,465.02

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

37.50	10107010	42200	Operating Supplies
171.14	10107010	42200	Operating Supplies
86.05	10107010	42200	Operating Supplies
16.99	10107010	43100	Professional Services
650.00	10107010	43100	Professional Services
450.00	10107010	43100	Professional Services
200.00	10107010	43100	Professional Services
456.89	10107010	42200	Operating Supplies
92.22	10107010	42200	Operating Supplies
-115.63	10107010	42200	Operating Supplies
-267.68	10107010	43200	Comms And Transportation
-176.82	10107010	43200	Comms And Transportation
-176.82	10107010	43200	Comms And Transportation
42.48	10107010	42200	Operating Supplies
52.74	10107010	42200	Operating Supplies
52.29	10107010	42200	Operating Supplies
535.00	10107010	42200	Operating Supplies
250.00	10107010	43100	Professional Services
30.31	10107010	42200	Operating Supplies
60.65	10107010	42200	Operating Supplies
185.63			
	E 70024001 .Supp .	.	.
	10107010 42200		Operating Supplies
-16.09			
	E 70024001 .Supp .	.	.
	10107010 42200		Operating Supplies
105.93			
	E 70024001 .Supp .	.	.
	10107010 42200		Operating Supplies
27.47			
	E 70024001 .Supp .	.	.
	10107010 42200		Operating Supplies
-6.93			
	E 70024001 .Supp .	.	.
	10107010 42200		Operating Supplies
16.99			
67.00			
	E 70023004 .Supp .	.	.
	10107010 43100		Professional Services
26.74			
	E 70024001 .Supp .	.	.
	10107010 42200		Operating Supplies
149.72			
	E 70024001 .Supp .	.	.
	10107010 42200		Operating Supplies
180.35			
	E 70023004 .Supp .	.	.
	10107010 43100		Professional Services
54.94			
	10107010 42200		Operating Supplies
9.83			
	10107010 42200		Operating Supplies
10.69			
	10107010 42200		Operating Supplies
90.46			
	10107010 42200		Operating Supplies

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

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NET

					115.47	10107010	42200	Operating Supplies			
					871.31	10107010	42200	Operating Supplies			
					201.00	10107010	42200	Operating Supplies			
					846.64	10107010	42200	Operating Supplies			
					341.00	10107010	43100	Professional Services			
					324.41	10107010	42200	Operating Supplies			
					63.93	10107010	42200	Operating Supplies			
					7.48	10107010	42200	Operating Supplies			
								CHECK	70202	TOTAL:	15,465.02
70203	02/16/2024	MANL	2452	Regions Bank	84795	124CC-Recreation	01/31/2024 22301222 124CC	Operating Supplies			2,518.67
					2,518.67	10107010 42200					
								CHECK	70203	TOTAL:	2,518.67
70204	02/16/2024	MANL	2452	Regions Bank	84778	124CC-Controller	01/31/2024		124CC		4,853.52
					24.53	10101013 42200	Operating Supplies				
					10.51	10101017 42200	Operating Supplies				
					21.98	10101013 42200	Operating Supplies				
					1,681.52	10101013 43100	Professional Services				
					560.50	60601013 43100	Professional Services				
					99.00	10101013 43100	Professional Services				
					1,201.24	10101013 43200	Comms And Transportation				
					16.08	10101013 42200	Operating Supplies				
					6.89	10101017 42200	Operating Supplies				
					60.00	10101013 43200	Comms And Transportation				
					575.00	10101013 43200	Comms And Transportation				
					96.27	10101013 43100	Professional Services				
					500.00	10101013 43200	Comms And Transportation				
								CHECK	70204	TOTAL:	4,853.52
70205	02/16/2024	MANL	2452	Regions Bank	84780	124CC-Controller	01/31/2024 22301221 124CC	Operating Supplies			9,000.00
					9,000.00	10101017 42200					
								CHECK	70205	TOTAL:	9,000.00
70206	02/16/2024	MANL	2452	Regions Bank	84779	124CC-Controller	01/31/2024 22201186 124CC				789.33
					30.00	60601013 43200	Comms And Transportation				
					10.00	60601013 43200	Comms And Transportation				
					30.00	60601013 43200	Comms And Transportation				
					23.93	60601013 43200	Comms And Transportation				
					60.00	60601013 43200	Comms And Transportation				
					635.40	60601013 43200	Comms And Transportation				

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

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						CHECK	70206 TOTAL:	789.33
70207	02/16/2024	MANL	2452 Regions Bank	84792 124CC-IT 29.45 60606050 43100	01/31/2024 22301076 124CC Professional Services			29.45
						CHECK	70207 TOTAL:	29.45
70208	02/16/2024	MANL	2452 Regions Bank	84791 124CC-IT 10.00 10106050 43100 48.79 10106050 42200 47.95 10106050 42200 -3.74 10106050 43200 79.95 10106050 43100 10.99 10106050 43100 299.98 E 16524001 .Police.Gen 10106050 42200 498.24 10106050 43100 516.90 10106050 42200 179.99 E 21223003 .PROFSE. 27155058 43100	01/31/2024 124CC Professional Services Operating Supplies Operating Supplies Comms And Transportation Professional Services Professional Services Operating Supplies Professional Services		1,689.05	
						CHECK	70208 TOTAL:	1,689.05
70209	02/16/2024	MANL	2452 Regions Bank	84793 124CC-IT 137.42 10106050 43100 109.90 10106050 43100 307.37 10106050 43100 398.30 10106050 43100 127.40 60606050 43100 134.35 10106050 43100 304.30 10106050 43100 134.90 10106050 43100 210.00 10106050 43100 268.67 10106050 43100 109.90 10106050 43100 114.90 10106050 43100 219.80 10106050 43100 148.85 10106050 43100 279.85 10106050 43100 84.90 10106050 43100 199.85 10106050 43100 286.85 10106050 43100	01/31/2024 22400190 124CC Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services Professional Services		3,577.51	
						CHECK	70209 TOTAL:	3,577.51

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

70210	02/16/2024	MANL	2452 Regions Bank	84790	124CC-HealthDept	01/31/2024	22301349	124CC	1,406.01
				79.00	21205058 42200			operating Supplies	
				1,327.01	21205058 42200			operating Supplies	

CHECK	70210 TOTAL:	1,406.01
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70211	02/16/2024	MANL	2452 Regions Bank	84789	124CC-HealthDept	01/31/2024	124CC	3,821.21
				40.00	21205058 43200			Comms And Transportation
				402.50	21205058 42200			operating Supplies
				12.95	21205058 43100			Professional Services
				5.00	21205058 43200			Comms And Transportation
				5.00	21205058 43200			Comms And Transportation
				45.70	21205058 43200			Comms And Transportation
				5.00	21205058 43200			Comms And Transportation
				47.06	21205058 42200			operating Supplies
				-6.46	21205058 42200			operating Supplies
				-3.30	21205058 42200			operating Supplies
				92.33	21205058 42200			operating Supplies
				53.00	21205058 42200			operating Supplies
				18.00	21205058 43100			Professional Services
				14.99	21205058 43100			Professional Services
				143.50	21205058 43100			Professional Services
				18.00	21205058 43100			Professional Services
				-153.97	21205058 42200			operating Supplies
				34.00	21205058 43100			Professional Services
				64.80	10103011 42200			operating Supplies
				6.74	10103011 42200			operating Supplies
				165.00	10103011 43200			Comms And Transportation
				40.00	21205058 43100			Professional Services
				40.00	21205058 43100			Professional Services
				40.00	21205058 43100			Professional Services
				165.00	10103011 43200			Comms And Transportation
				35.00	10103011 43100			Professional Services
				123.00	10103011 43100			Professional Services
				117.67	10103011 42200			operating Supplies
				53.47	10103011 42200			operating Supplies
				165.00	10103011 43200			Comms And Transportation
				237.44	10103011 42200			operating Supplies
				5.54	10103011 42200			operating Supplies
				42.53	10103011 42200			operating Supplies
				90.33	10103011 42200			operating Supplies
				148.60	10103011 43200			Comms And Transportation
				109.99	10103011 42200			operating Supplies
				150.00	10103011 42200			operating Supplies
				169.18	21205058 42200			operating Supplies
				150.00	10103011 42200			operating Supplies
				150.00	10103011 42200			operating Supplies
				144.99	10103011 42200			operating Supplies
				129.99	10103011 42200			operating Supplies
				150.00	10103011 42200			operating Supplies

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

					59.99	10103011	42200	Operating Supplies			
					134.97	10103011	42200	Operating Supplies			
					29.00	10103011	42200	Operating Supplies			
					43.51	10103011	42200	Operating Supplies			
					86.17	21205058	42200	Operating Supplies			
								CHECK	70211	TOTAL:	3,821.21
70212	02/16/2024	MANL	2452 Regions Bank		84776	124CC-BSG		01/31/2024	22301275	124CC	3,668.30
					3,499.30	10101012	43200	Comms And Transportation			
					169.00	10101012	43200	Comms And Transportation			
								CHECK	70212	TOTAL:	3,668.30
70213	02/16/2024	MANL	2452 Regions Bank		84784	124CC-Engineering		01/31/2024	22301333	124CC	172.99
					172.99	60604010	43100	Professional Services			
								CHECK	70213	TOTAL:	172.99
70214	02/16/2024	MANL	2452 Regions Bank		84796	124CC-Planning		01/31/2024		124CC	607.18
					100.00	10103012	42200	Operating Supplies			
					62.77	10103012	42200	Operating Supplies			
					29.77	10103012	43300	Printing And Advertising			
					126.00	10103012	43100	Professional Services			
					65.81	10103012	42200	Operating Supplies			
					25.92	10103012	43300	Printing And Advertising			
					31.83	10103012	43300	Printing And Advertising			
					-4.31	10103012	42200	Operating Supplies			
					5.02	10103012	42200	Operating Supplies			
					29.77	10103012	43300	Printing And Advertising			
					14.37	10103012	43300	Printing And Advertising			
					29.77	10103012	43300	Printing And Advertising			
					31.83	10103012	43300	Printing And Advertising			
					19.26	10103012	42200	Operating Supplies			
					25.00	10103012	43200	Comms And Transportation			
					14.37	10103012	43300	Printing And Advertising			
								CHECK	70214	TOTAL:	607.18
70215	02/16/2024	MANL	2452 Regions Bank		84777	124CC-Clerk		01/31/2024		124CC	492.07
					49.26	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			

A/P CASH DISBURSEMENTS JOURNAL
 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
					39.05	10102010	43100	Professional Services			
					28.84	10102010	43100	Professional Services			
								CHECK	70215	TOTAL:	492.07
70216	02/16/2024	MANL	2452	Regions Bank	84775	124CC-BSG		01/31/2024	124CC		32.80
					32.80	10101012	42200	operating Supplies			
								CHECK	70216	TOTAL:	32.80
70217	02/16/2024	MANL	2452	Regions Bank	84782	124CC-EconDev		01/31/2024	124CC		63.52
					53.52	10101014	42200	operating Supplies			
					10.00	10101014	43200	Comms And Transportation			
								CHECK	70217	TOTAL:	63.52
70218	02/16/2024	MANL	2452	Regions Bank	84783	124CC-Engineering		01/31/2024	124CC		597.63
					78.55	20104010	42200	operating Supplies			
					40.00	60604010	43100	Professional Services			
					40.00	60604010	43100	Professional Services			
					7.14	20104010	42200	operating Supplies			
					27.24	20104010	42200	operating Supplies			
					75.00	20104010	43100	Professional Services			
					16.00	20104010	42200	operating Supplies			
					62.78	20104010	42200	operating Supplies			
					56.87	20104010	42200	operating Supplies			
					50.82	20104010	42200	operating Supplies			
					143.23	20104010	42200	operating Supplies			
								CHECK	70218	TOTAL:	597.63

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 23 *** CASH ACCOUNT TOTAL *** 217,300.91

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	23	217,300.91

*** GRAND TOTAL *** 217,300.91

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
70219	02/19/2024	EFT	3570 Constellation Energy	84681 151.05	67557305001 10103012 43100	01/31/2024 Professional Services		21924EP	151.05
						CHECK	70219	TOTAL:	151.05
70220	02/19/2024	EFT	2753 Dominique Davis	84612 375.00	1058s1 E 21221005 .PROFSE. 27055058 43100	02/12/2024 Professional Services	22200539	21924EP	375.00
						CHECK	70220	TOTAL:	375.00
70221	02/19/2024	EFT	3720 DOXIM UTILITEC LLC	84708 7,778.52 1,964.53	INV023480 60601013 43100 10101016 43100	01/31/2024 Professional Services Professional Services	22301397	21924EP	9,743.05
				84710 23,727.38	0124P 60601013 43100	01/31/2024 Professional Services	22301307	21924EP	23,727.38
						CHECK	70221	TOTAL:	33,470.43
70222	02/19/2024	EFT	1808 Switch Offices LLC	84492 911.48	300 47140000 43700	02/05/2024 Rental Expense		21924EP	911.48
						CHECK	70222	TOTAL:	911.48
70223	02/19/2024	PRTD	4471 Bethlehem United Met	84249 22,195.00	P1-Olio/SE/136th E 40020004 .ROWL 20204010 44200	12/12/2023 Infrastructure		21924EP	22,195.00
						CHECK	70223	TOTAL:	22,195.00
70224	02/19/2024	PRTD	364 Cinergy Corp	84773 1,358.04	910121446899 10109012 43100	01/31/2024 Professional Services	22400119	21924EP	1,358.04
						CHECK	70224	TOTAL:	1,358.04
70225	02/19/2024	PRTD	1442 Hamilton County Trea	84693 1,045.93	1414010103002000 BAL 47140000 43100	01/30/2024 Professional Services		21924EP	1,045.93
				84694 23.75	1414010103011000 47140000 43100	01/30/2024 Professional Services		21924EP	23.75
				84695 .25	1514010114002001 BAL 47140000 43100	01/30/2024 Professional Services		21924EP	.25

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE INV DATE PO WARRANT NET

84696	1514010114003000	BAL	01/30/2024	21924EP	.25
.25	47140000 43100		Professional Services		

CHECK	70225	TOTAL:	1,070.18
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NUMBER OF CHECKS	7	*** CASH ACCOUNT TOTAL ***	59,531.18
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	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	24,623.22
TOTAL EFT'S	4	34,907.96

*** GRAND TOTAL ***	59,531.18
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A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10103				FIB Health/Flex Account					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
240	02/19/2024	EFT	3097 Southeastern Indiana	84701	HOD 021324	02/13/2024		21924H	150.00
				150.00	70400000 43100	Professional Services			
CHECK 240 TOTAL:									150.00
NUMBER OF CHECKS						1	*** CASH ACCOUNT TOTAL ***		150.00
TOTAL EFT'S						COUNT	AMOUNT		
						1	150.00		
*** GRAND TOTAL ***									150.00

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
70226	02/20/2024	MANL	364 Cinergy Corp	84624 180.81	910148743158 E 21223003 .PROFSE. 27155058 43100	02/13/2024		21924DD	180.81
					Professional Services				
					CHECK	70226 TOTAL:			180.81
70227	02/20/2024	MANL	364 Cinergy Corp	84625 144.54	910159310007 21205058 43100	02/13/2024		21924DD	144.54
					Professional Services				
					CHECK	70227 TOTAL:			144.54
				NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***			325.35
				TOTAL MANUAL CHECKS	COUNT 2	AMOUNT 325.35			
						*** GRAND TOTAL ***			325.35

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

 70228 02/21/2024 MANL 1574 Citizens Energy Grou 84737 7224150000
 4,895.00 10109012 43100

 01/19/2024 22400120 22024DD
 Professional Services

4,895.00

CHECK 70228 TOTAL: 4,895.00

 70229 02/21/2024 MANL 1574 Citizens Energy Grou 84778 7293625305
 4,697.00 10109012 43100

 01/19/2024 22400120 22024DD
 Professional Services

4,697.00

CHECK 70229 TOTAL: 4,697.00

 70230 02/21/2024 MANL 1574 Citizens Energy Grou 84794 0255770000
 2,992.00 10109012 43100

 01/18/2024 22400120 22024DD
 Professional Services

2,992.00

CHECK 70230 TOTAL: 2,992.00

 70231 02/21/2024 MANL 1574 Citizens Energy Grou 84782 5674440000
 2,607.00 10109012 43100

 01/19/2024 22400120 22024DD
 Professional Services

2,607.00

CHECK 70231 TOTAL: 2,607.00

 70232 02/21/2024 MANL 1574 Citizens Energy Grou 84818 1666060000
 2,365.00 10109012 43100

 01/19/2024 22400120 22024DD
 Professional Services

2,365.00

CHECK 70232 TOTAL: 2,365.00

 70233 02/21/2024 MANL 1574 Citizens Energy Grou 84821 0682250000
 2,310.00 10109012 43100

 01/19/2024 22400120 22024DD
 Professional Services

2,310.00

CHECK 70233 TOTAL: 2,310.00

 70234 02/21/2024 MANL 1574 Citizens Energy Grou 84809 0533900000
 2,200.00 10109012 43100

 01/19/2024 22400120 22024DD
 Professional Services

2,200.00

CHECK 70234 TOTAL: 2,200.00

 70235 02/21/2024 MANL 1574 Citizens Energy Grou 84804 1582670000
 2,200.00 10109012 43100

 01/19/2024 22400120 22024DD
 Professional Services

2,200.00

CHECK 70235 TOTAL: 2,200.00

 70236 02/21/2024 MANL 1574 Citizens Energy Grou 84816 6851140000
 2,178.00 10109012 43100

 01/19/2024 22400120 22024DD
 Professional Services

2,178.00

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

								CHECK	70236	TOTAL:	2,178.00
70237	02/21/2024	MANL	1574 Citizens Energy Grou	84810	4935520000	01/18/2024	22400120	22024DD			2,012.00
				2,012.00	10109012 43100	Professional Services					
								CHECK	70237	TOTAL:	2,012.00
70238	02/21/2024	MANL	1574 Citizens Energy Grou	84793	8527430000	01/18/2024	22400120	22024DD			1,705.00
				1,705.00	10109012 43100	Professional Services					
								CHECK	70238	TOTAL:	1,705.00
70239	02/21/2024	MANL	1574 Citizens Energy Grou	84779	2347021382	01/19/2024	22400120	22024DD			1,650.00
				1,650.00	10109012 43100	Professional Services					
								CHECK	70239	TOTAL:	1,650.00
70240	02/21/2024	MANL	1574 Citizens Energy Grou	84800	3526030000	01/19/2024	22400120	22024DD			1,650.00
				1,650.00	10109012 43100	Professional Services					
								CHECK	70240	TOTAL:	1,650.00
70241	02/21/2024	MANL	1574 Citizens Energy Grou	84815	9136330000	01/22/2024	22400120	22024DD			1,529.00
				1,529.00	10109012 43100	Professional Services					
								CHECK	70241	TOTAL:	1,529.00
70242	02/21/2024	MANL	1574 Citizens Energy Grou	84780	4942450000	01/18/2024	22400120	22024DD			1,529.00
				1,529.00	10109012 43100	Professional Services					
								CHECK	70242	TOTAL:	1,529.00
70243	02/21/2024	MANL	1574 Citizens Energy Grou	84811	3571540000	01/19/2024	22400120	22024DD			1,485.00
				1,485.00	10109012 43100	Professional Services					
								CHECK	70243	TOTAL:	1,485.00
70244	02/21/2024	MANL	1574 Citizens Energy Grou	84795	2161520000	01/18/2024	22400120	22024DD			1,480.00
				1,480.00	10109012 43100	Professional Services					
								CHECK	70244	TOTAL:	1,480.00

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

70245	02/21/2024	MANL	1574 Citizens Energy Grou	84803	6153710000	01/19/2024	22400120	22024DD	1,320.00
				1,320.00	10109012 43100	Professional Services			
						CHECK	70245	TOTAL:	1,320.00
70246	02/21/2024	MANL	1574 Citizens Energy Grou	84796	1464550000	01/19/2024	22400120	22024DD	1,045.00
				1,045.00	10109012 43100	Professional Services			
						CHECK	70246	TOTAL:	1,045.00
70247	02/21/2024	MANL	1574 Citizens Energy Grou	84798	5308530000	01/18/2024	22400120	22024DD	998.00
				998.00	10109012 43100	Professional Services			
						CHECK	70247	TOTAL:	998.00
70248	02/21/2024	MANL	1574 Citizens Energy Grou	84831	2424710000	01/19/2024	22400120	22024DD	924.00
				924.00	10109012 43100	Professional Services			
						CHECK	70248	TOTAL:	924.00
70249	02/21/2024	MANL	1574 Citizens Energy Grou	84823	7140760000	01/19/2024	22400120	22024DD	792.00
				792.00	10109012 43100	Professional Services			
						CHECK	70249	TOTAL:	792.00
70250	02/21/2024	MANL	1574 Citizens Energy Grou	84827	6841130000	01/18/2024	22400120	22024DD	704.00
				704.00	10109012 43100	Professional Services			
						CHECK	70250	TOTAL:	704.00
70251	02/21/2024	MANL	1574 Citizens Energy Grou	84775	6247377846	01/18/2024	22400120	22024DD	693.00
				693.00	10109012 43100	Professional Services			
						CHECK	70251	TOTAL:	693.00
70252	02/21/2024	MANL	1574 Citizens Energy Grou	84806	9005460000	01/22/2024	22400120	22024DD	682.00
				682.00	10109012 43100	Professional Services			
						CHECK	70252	TOTAL:	682.00
70253	02/21/2024	MANL	1574 Citizens Energy Grou	84805	1316340000	01/19/2024	22400120	22024DD	682.00
				682.00	10109012 43100	Professional Services			

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

								CHECK	70253	TOTAL:	682.00
70254	02/21/2024	MANL	1574 Citizens Energy Grou	84836	3481020000	01/19/2024	22400120	22024DD			660.00
				660.00	10109012 43100	Professional Services					
						CHECK	70254	TOTAL:			660.00
70255	02/21/2024	MANL	1574 Citizens Energy Grou	84797	1565400000	01/19/2024	22400120	22024DD			660.00
				660.00	10109012 43100	Professional Services					
						CHECK	70255	TOTAL:			660.00
70256	02/21/2024	MANL	1574 Citizens Energy Grou	84813	8489250000	01/19/2024	22400120	22024DD			572.00
				572.00	10109012 43100	Professional Services					
						CHECK	70256	TOTAL:			572.00
70257	02/21/2024	MANL	1574 Citizens Energy Grou	84777	1215988185	01/19/2024	22400120	22024DD			572.00
				572.00	10109012 43100	Professional Services					
						CHECK	70257	TOTAL:			572.00
70258	02/21/2024	MANL	1574 Citizens Energy Grou	84776	7220634092	01/19/2024	22400120	22024DD			572.00
				572.00	10109012 43100	Professional Services					
						CHECK	70258	TOTAL:			572.00
70259	02/21/2024	MANL	1574 Citizens Energy Grou	84774	4340330000	01/18/2024	22400120	22024DD			572.00
				572.00	10109012 43100	Professional Services					
						CHECK	70259	TOTAL:			572.00
70260	02/21/2024	MANL	1574 Citizens Energy Grou	84791	0943330000	01/18/2024	22400120	22024DD			572.00
				572.00	10109012 43100	Professional Services					
						CHECK	70260	TOTAL:			572.00
70261	02/21/2024	MANL	1574 Citizens Energy Grou	84788	3749120000	01/18/2024	22400120	22024DD			572.00
				572.00	10109012 43100	Professional Services					
						CHECK	70261	TOTAL:			572.00

A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

70262	02/21/2024	MANL	1574 Citizens Energy Grou	84787 572.00	2338570000 10109012 43100	01/22/2024 22400120 22024DD Professional Services		572.00
						CHECK	70262 TOTAL:	572.00
70263	02/21/2024	MANL	1574 Citizens Energy Grou	84786 572.00	1823600000 10109012 43100	01/18/2024 22400120 22024DD Professional Services		572.00
						CHECK	70263 TOTAL:	572.00
70264	02/21/2024	MANL	1574 Citizens Energy Grou	84784 572.00	0085720000 10109012 43100	01/22/2024 22400120 22024DD Professional Services		572.00
						CHECK	70264 TOTAL:	572.00
70265	02/21/2024	MANL	1574 Citizens Energy Grou	84783 572.00	8647120000 10109012 43100	01/19/2024 22400120 22024DD Professional Services		572.00
						CHECK	70265 TOTAL:	572.00
70266	02/21/2024	MANL	1574 Citizens Energy Grou	84824 550.00	3676860000 10109012 43100	01/18/2024 22400120 22024DD Professional Services		550.00
						CHECK	70266 TOTAL:	550.00
70267	02/21/2024	MANL	1574 Citizens Energy Grou	84792 319.00	0065630000 10109012 43100	01/18/2024 22400120 22024DD Professional Services		319.00
						CHECK	70267 TOTAL:	319.00
70268	02/21/2024	MANL	1574 Citizens Energy Grou	84834 308.00	9389450000 10109012 43100	01/19/2024 22400120 22024DD Professional Services		308.00
						CHECK	70268 TOTAL:	308.00
70269	02/21/2024	MANL	1574 Citizens Energy Grou	84781 242.00	4531792434 10109012 43100	01/19/2024 22400120 22024DD Professional Services		242.00
						CHECK	70269 TOTAL:	242.00
70270	02/21/2024	MANL	1574 Citizens Energy Grou	84832 154.00	8332520000 10109012 43100	01/19/2024 22400120 22024DD Professional Services		154.00

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724H 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10103			FIB Health/Flex Account								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2650	Community Health Netw		0000		EFT	03/14/2024	EHS-001389		79879	84702	
ACCOUNT DETAIL							LINE AMOUNT				
1	70400000 43100		EHF	PROSERVICE			32,519.09				
								32,519.09			
							CHECK TOTAL	32,519.09			
1	INVOICES	WARRANT TOTAL					32,519.09	32,519.09			
							CASH ACCOUNT BALANCE	-6,246,831.10			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4291	EE Equipment Company	0000		EFT	02/21/2024	ES11027		79517	84324		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		1,875.00					
						1,875.00					
						CHECK TOTAL	1,875.00				
2299	539 Apparel LLC	0000		EFT	03/14/2024	1005762		79812	84634		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		135.00					
						135.00					
						CHECK TOTAL	135.00				
316	AAA Exterminating Inc	0000		EFT	03/05/2024	620622		79814	84636		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
						55.00					
316	AAA Exterminating Inc	0000		EFT	11/23/2023	610332		80191	85018		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		20.00					
						20.00					
						CHECK TOTAL	75.00				
124	Airgas, Inc.	0000		EFT	03/06/2024	9146651460		79779	84601		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		41.10					
						41.10					
						CHECK TOTAL	41.10				
4302	Alexandra Hancock	0000		INV	02/27/2024	2924		80064	84889		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43200		GenPR	COMMTRANS		27.33					
						27.33					
						CHECK TOTAL	27.33				
417	Alro Steel Corporatio	0000		EFT	03/08/2024	EBF5843IN		79704	84524		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		1,023.78					
						1,023.78					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,023.78			
808	Amazon.com LLC	0000		EFT	03/08/2024	1Q6F-KXPQ-MGGF		79720	84540	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			52.99			
							52.99			
808	Amazon.com LLC	0000		EFT	02/29/2024	1MPG-L9PD-C9DG		79723	84543	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP			157.47			
	2 20106191 42200		MVHICSRTS	OPERSUP			129.98			
	3 10106193 42200		GFICPKSMNT	OPERSUP			137.95			
							425.40			
808	Amazon.com LLC	0000		EFT	03/11/2024	1TNP-TPRX-FLJG		79765	84587	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			50.86			
							50.86			
808	Amazon.com LLC	0000	22301350	EFT	03/12/2024	19HD-PWKX-L7VJ		79767	84589	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP			131.15			
							131.15			
808	Amazon.com LLC	0000	22301220	EFT	03/08/2024	1LRT-TYRV-QGRT		79810	84632	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			63.18			
							63.18			
808	Amazon.com LLC	0000	22301220	EFT	03/09/2024	1R17-WMFY-WK4N		79811	84633	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			44.82			
							44.82			
808	Amazon.com LLC	0000	22301220	EFT	03/10/2024	1LYF-74T7-4H66		79818	84640	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			65.47			
							65.47			
808	Amazon.com LLC	0000	22301220	EFT	03/11/2024	114P-Y6QC-HQG4		79819	84641	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			19.98			
							19.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22301220	EFT	03/12/2024	13HG-7H4D-JPLV		79820	84642	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		69.96				
							69.96			
808	Amazon.com LLC	0000	22301220	EFT	03/12/2024	13X4-Q97C-LLFH		79821	84643	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		24.95				
							24.95			
808	Amazon.com LLC	0000		EFT	03/03/2024	1PJ1-3VQL-LTGV		79825	84647	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		152.90				
							152.90			
808	Amazon.com LLC	0000		EFT	03/06/2024	1XQN-W43P-9VHD		79827	84649	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		216.28				
							216.28			
808	Amazon.com LLC	0000		EFT	03/07/2024	1QMX-7QHN-JG3D		79828	84650	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		729.14				
							729.14			
808	Amazon.com LLC	0000		EFT	03/09/2024	117T-XY3D-3XXT		79853	84675	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		57.37				
							57.37			
808	Amazon.com LLC	0000		EFT	03/15/2024	1L3W-WY7J-3QQQ		79854	84676	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21703012 42200		PZDON	OPERSUP		32.74				
							32.74			
808	Amazon.com LLC	0000	22301350	EFT	03/13/2024	19DM-4MDT-T7WX		79855	84677	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		95.48				
							95.48			
808	Amazon.com LLC	0000		EFT	03/08/2024	1KM7-1WCV-RX93		79861	84683	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		10.78				
							10.78			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	03/11/2024	1VYG-9FMT-9DN4		79862	84684	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		99.16	99.16			
808	Amazon.com LLC	0000		EFT	03/06/2024	1V94-M9GJ-C667		79893	84716	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62604010 42200		SWEng	OPERSUP		-93.34				
	2 60604010 42200		SewEng	OPERSUP		-10.65	-103.99			
808	Amazon.com LLC	0000		EFT	03/14/2024	1GFY-1CN4-Y4M6		79915	84738	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		72.95	72.95			
808	Amazon.com LLC	0000		EFT	03/14/2024	1JXG-499F-X7QP		79916	84739	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		29.98	29.98			
808	Amazon.com LLC	0000		EFT	03/14/2024	1YMR-YJ33-VW1W		79917	84740	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		1,192.40	1,192.40			
808	Amazon.com LLC	0000		EFT	03/13/2024	117T-XY3D-VTWG		79918	84741	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		62.64	62.64			
808	Amazon.com LLC	0000		EFT	03/16/2024	1XHD-41V4-6FGP		80017	84840	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr	OPERSUP		6.49	6.49			
808	Amazon.com LLC	0000		EFT	03/16/2024	1XHD-41V4-3DT1		80018	84841	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr	OPERSUP		11.89	11.89			
808	Amazon.com LLC	0000	22201233	EFT	03/15/2024	1H6J-4V7G-339N		80025	84848	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		18.11				
	2 62604010 42200		SWEng	OPERSUP		32.46	50.57			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22301220	EFT	03/17/2024	1D4W-TQ6Q-7TGK		80065	84890	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		556.00	556.00			
808	Amazon.com LLC	0000		EFT	03/20/2024	1K4P-P1RX-TW47		80066	84891	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 42200		GRTSHD	OPERSUP		60.39	60.39			
808	Amazon.com LLC	0000		EFT	03/20/2024	1VD3-Q9XK-RVK4		80067	84892	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		12.04	12.04			
808	Amazon.com LLC	0000	22301220	EFT	03/15/2024	1RK6-WTPD-7DRP		80068	84893	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		29.79	29.79			
808	Amazon.com LLC	0000	22301220	EFT	03/16/2024	1RVF-DT1Y-49YL		80069	84894	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		17.19	17.19			
808	Amazon.com LLC	0000	22301220	EFT	03/14/2024	1TQG-YCRN-1FC7		80070	84895	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		52.95	52.95			
808	Amazon.com LLC	0000		EFT	03/15/2024	14LY-QKJF-9CKX		80072	84897	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		372.63	372.63			
808	Amazon.com LLC	0000		EFT	03/16/2024	16RP-7WWQ-FY3C		80073	84898	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		80.49	80.49			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22300491	EFT	03/20/2024	1FH4-YNDH-N63P		80124	84950	
ACCOUNT DETAIL						LINE AMOUNT				
1	10106050 42200		GenIT	OPERSUP		69.14				
2	10106050 42200		GenIT	OPERSUP		26.32				
3	10106050 42200		GenIT	OPERSUP		26.32				
4	10106050 42200		GenIT	OPERSUP		266.69				
5	21206050 42200		HDFIT	OPERSUP		567.00				
6	21106050 42200		MHFIT	OPERSUP		289.76				
7	10106050 42200		GenIT	OPERSUP		27.99				
8	10106050 42200		GenIT	OPERSUP		313.99				
9	10106050 42200		GenIT	OPERSUP		178.00				
10	10106050 42200		GenIT	OPERSUP		158.00				
11	10106050 42200		GenIT	OPERSUP		-16.50				
							1,906.71			
808	Amazon.com LLC	0000		EFT	03/17/2024	1H93-TT9T-CYDJ		80181	85008	
ACCOUNT DETAIL						LINE AMOUNT				
1	10101016 42200		GenPR	OPERSUP		183.54				
							183.54			
808	Amazon.com LLC	0000		EFT	03/16/2024	1YKF-J1H6-GTXG		80183	85010	
ACCOUNT DETAIL						LINE AMOUNT				
1	10101017 42200		GenFndCS	OPERSUP		29.96				
							29.96			
808	Amazon.com LLC	0000		EFT	03/14/2024	1TQG-YCRN-146P		80184	85011	
ACCOUNT DETAIL						LINE AMOUNT				
1	10101016 42200		GenPR	OPERSUP		17.19				
							17.19			
808	Amazon.com LLC	0000		EFT	03/17/2024	1M7T-1JPW-DNXK		80222	85051	
ACCOUNT DETAIL						LINE AMOUNT				
1	10105013 42200		GenLogist	OPERSUP		14.99				
							14.99			
CHECK TOTAL							6,999.41			
808	Amazon.com LLC	0000	22201233	EFT	03/06/2024	11G9-QKTV-FYLW		79890	84713	
ACCOUNT DETAIL						LINE AMOUNT				
1	60604010 42200		SewEng	OPERSUP		4.80				
2	62604010 42200		SWEng	OPERSUP		8.60				
							13.40			
CHECK TOTAL							13.40			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22201233	EFT	03/06/2024	1MPP-CXTT-C4Y1		79891	84714	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		10.49				
	2 62604010 42200		SWEng	OPERSUP		18.80				
							29.29			
						CHECK TOTAL	29.29			
808	Amazon.com LLC	0000	22201233	EFT	03/09/2024	16W3-HPTY-WXK9		79892	84715	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		36.81				
	2 62604010 42200		SWEng	OPERSUP		65.94				
							102.75			
						CHECK TOTAL	102.75			
808	Amazon.com LLC	0000	22201233	EFT	03/16/2024	1NGF-L319-6G46		80024	84847	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		15.85				
	2 62604010 42200		SWEng	OPERSUP		28.40				
							44.25			
						CHECK TOTAL	44.25			
3891	American National Red	0000		EFT	03/15/2024	22663416		80032	84856	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		560.00				
							560.00			
						CHECK TOTAL	560.00			
817	AMS Mechanical Servic	0000	22400215	EFT	03/02/2024	1368803		80046	84868	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		5,976.60				
							5,976.60			
						CHECK TOTAL	5,976.60			
2938	Amy Payne	0000		EFT	03/10/2024	105911-000914		79717	84537	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		1,080.00				
							1,080.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,080.00			
700	AT&T Mobility II, LL	0000		EFT	02/06/2024	287303132695x011924		79238	84034	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27155058 43100		HDFVC	PROSERVICE		62.48				
	2 21206050 43100		HDFIT	PROSERVICE		93.72				
							156.20			
						CHECK TOTAL	156.20			
670	Bardach Awards, Inc.	0000		EFT	03/01/2024	328292		79718	84538	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 42200		GenPR	OPERSUP		139.36				
							139.36			
670	Bardach Awards, Inc.	0000		EFT	03/09/2024	328483		79856	84678	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21703012 42200		PZDON	OPERSUP		451.60				
							451.60			
						CHECK TOTAL	590.96			
1144	Barnes & Thornburg, L	0000	22400201	EFT	02/13/2024	3213600		80171	84998	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		2,237.84				
	2 60601011 43100		SewMayor	PROSERVICE		600.00				
	3 62601011 43100		SWMayor	PROSERVICE		162.16				
							3,000.00			
1144	Barnes & Thornburg, L	0000	22400201	EFT	02/13/2024	3213641		80172	84999	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		2,237.84				
	2 60601011 43100		SewMayor	PROSERVICE		600.00				
	3 62601011 43100		SWMayor	PROSERVICE		162.16				
							3,000.00			
1144	Barnes & Thornburg, L	0000	22400201	EFT	02/20/2024	3219143		80225	85054	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		5,594.59				
	2 60601011 43100		SewMayor	PROSERVICE		1,500.00				
	3 62601011 43100		SWMayor	PROSERVICE		405.41				
							7,500.00			
						CHECK TOTAL	13,500.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2460	Beaver Gravel Corpora	0000	22300994	EFT	02/24/2024	G1391058		79753	84575	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 43100		LRSPWSTRT	PROSERVICE		210.00				
	2 20109011 43100		MVHPWStr	PROSERVICE		130.00				
							340.00			
						CHECK TOTAL	340.00			
4313	Becky Wassermann	0000		EFT	02/09/2024	3		79651	84466	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,300.00				
							1,300.00			
						CHECK TOTAL	1,300.00			
2465	Blue Grass Farms Inc	0000		EFT	01/10/2024	181625		79786	84608	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		78.00				
							78.00			
						CHECK TOTAL	78.00			
373	Bound Tree Medical, L	0000		EFT	03/09/2024	85243954		79841	84664	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,044.77				
							1,044.77			
373	Bound Tree Medical, L	0000		EFT	03/09/2024	85243955		79843	84665	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,837.99				
							1,837.99			
373	Bound Tree Medical, L	0000		EFT	03/10/2024	85245436		80028	84852	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		86.74				
							86.74			
						CHECK TOTAL	2,969.50			
4038	Brain Performance LLC	0000		EFT	02/11/2024	1389		79888	84711	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		125.00				
							125.00			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
CHECK TOTAL							125.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/21/2024	PSV361538		80125	84951	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/21/2024	PSV361539		80130	84957	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/21/2024	PSV361540		80134	84961	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/21/2024	PSV361541		80137	84964	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/22/2024	PSV361849		80198	85026	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			250.00				
							250.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/22/2024	PSV361850		80200	85029	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/22/2024	PSV361851		80201	85030	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/22/2024	PSV361852		80202	85031	
ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			270.00				
							270.00			
CHECK TOTAL							1,620.00			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
737	Butler, Fairman & Seu	0000		EFT	02/23/2024	103073		80026	84850		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 37804010 44920		SR37PRJENGCAPEXP			1,229.36					
							1,229.36				
						CHECK TOTAL	1,229.36				
737	Butler, Fairman & Seu	0000	22400179	EFT	03/14/2024	103145		80210	85039		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 43100		MVHEng	PROSERVICE		270.00					
	2 60604010 43100		SewEng	PROSERVICE		180.00					
							450.00				
						CHECK TOTAL	450.00				
813	Cargill, Incorporated	0000	22300178	EFT	03/02/2024	2909112772		79738	84559		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTRTOPERSUP			44,869.51					
							44,869.51				
813	Cargill, Incorporated	0000	22300178	EFT	03/09/2024	2909156651		80051	84875		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTRTOPERSUP			2,073.87					
							2,073.87				
813	Cargill, Incorporated	0000	22300178	EFT	03/10/2024	2909164321		80053	84877		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTRTOPERSUP			26,276.89					
							26,276.89				
813	Cargill, Incorporated	0000	22300178	EFT	03/13/2024	2909179663		80054	84878		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTRTOPERSUP			5,078.36					
	2 20206191 42200		LRSICSRTS OPERSUP			11,776.25					
							16,854.61				
						CHECK TOTAL	90,074.88				
3854	Carmel Trucking LLC	0000		EFT	01/28/2024	23-1238		80175	85002		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 43100		LRSPWSTRTPROSERVICE			625.00					
							625.00				
						CHECK TOTAL	625.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
703	CDW Government, Inc.	0000	22300866	EFT	02/28/2024	PH47889		80033	84857		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		1,064.00					
							1,064.00				
703	CDW Government, Inc.	0000	22300866	EFT	03/10/2024	PN46936		80035	84859		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		2,836.46					
							2,836.46				
703	CDW Government, Inc.	0000		EFT	03/16/2024	PQ20655		80037	84861		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		195.94					
							195.94				
703	CDW Government, Inc.	0000	22300866	EFT	03/16/2024	PQ56093		80038	84862		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		1,605.44					
							1,605.44				
703	CDW Government, Inc.	0000	22300866	EFT	03/13/2024	PN89054		80039	84863		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		27.90					
							27.90				
703	CDW Government, Inc.	0000		EFT	02/24/2024	PG28113		80076	84901		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 23602100 42200		CRPCourt	OPERSUP		2,794.02					
							2,794.02				
						CHECK TOTAL	8,523.76				
691	Christopher B Burke E	0000	22300637	EFT	03/07/2024	32659		79804	84626		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		917.50					
							917.50				
						CHECK TOTAL	917.50				
828	Church, Church, Hittl	0000	22300361	EFT	11/14/2023	282498		80178	85005		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27021011 43100		DEFMAYOR	PROSERVICE		4,941.12					
							4,941.12				
						CHECK TOTAL	4,941.12				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	01/21/2024	5189711263		79754	84576	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP		171.74	171.74			
714	Cintas Corporation No	0000		EFT	03/10/2024	4182928428		79757	84579	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		101.11	101.11			
714	Cintas Corporation No	0000		EFT	03/06/2024	5196232573		79826	84648	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		153.10	153.10			
714	Cintas Corporation No	0000		EFT	03/10/2024	4183360586		79845	84667	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		54.21	54.21			
714	Cintas Corporation No	0000		EFT	03/10/2024	4183360580		79864	84686	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		182.22	182.22			
714	Cintas Corporation No	0000		EFT	03/16/2024	4183648041		80119	84945	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		104.36	104.36			
	CHECK TOTAL					766.74	766.74			
1574	Citizens Energy Group	0000		EFT	03/09/2024	2739310000		80122	84948	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		707.30	707.30			
	CHECK TOTAL					707.30	707.30			
2791	Co-Alliance Cooperati	0000	22301256	EFT	03/25/2024	566016362		79732	84552	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,998.35	1,998.35			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2791	Co-Alliance Cooperati	0000	22400216	EFT	03/25/2024	506009456		79966	84789		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221		GenFleet	FUEL		13,804.87					
	2 20106010 42221		MVHFleet	FUEL		1,148.78					
	3 60606010 42221		SewFleet	FUEL		665.39					
	4 62606010 42221		SWFleet	FUEL		153.07					
							15,772.11				
2791	Co-Alliance Cooperati	0000	22301256	EFT	03/25/2024	566016424		80022	84845		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		2,836.22					
							2,836.22				
2791	Co-Alliance Cooperati	0000	22301256	EFT	03/25/2024	566016486		80023	84846		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		763.39					
							763.39				
						CHECK TOTAL	21,370.07				
4483	Critical Mention Inc	0000		EFT	03/15/2024	2024-19709		80228	85057		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		6,475.00					
							6,475.00				
						CHECK TOTAL	6,475.00				
2645	CureMD.com, Inc	0000		EFT	03/01/2024	500147634		80055	84879		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21201012 43100		HDFBSG	PROSERVICE		984.00					
							984.00				
						CHECK TOTAL	984.00				
811	Current Publishing LL	0000	22400213	EFT	03/30/2024	74889		80170	84997		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43300		GenPR	PRINTADVER		4,718.00					
							4,718.00				
						CHECK TOTAL	4,718.00				
2435	CVK LLC	0000		EFT	03/01/2024	3/24 Rent		79846	84668		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		36,216.93					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
							36,216.93				
						CHECK TOTAL	36,216.93				
964	Delivra Inc	0000		EFT	02/01/2024	INV09610		80056	84880		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE			221.52				
							221.52				
						CHECK TOTAL	221.52				
3245	Desmon Saxton	0000		EFT	03/06/2024	02032024		79660	84475		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE			400.00				
							400.00				
						CHECK TOTAL	400.00				
952	Dive Rescue Internati	0000	22301062	EFT	02/14/2024	INV194501		79896	84719		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP			10,652.20				
	2 10108015 42200		GenPDSpprt	OPERSUP			156.10				
							10,808.30				
						CHECK TOTAL	10,808.30				
1018	Donley & Associates I	0000		EFT	03/16/2024	67094		79919	84742		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS			125.00				
							125.00				
						CHECK TOTAL	125.00				
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73704		80128	84955		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			82.85				
							82.85				
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73703		80131	84958		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			429.40				
							429.40				

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73699		80132	84959	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		251.95	251.95			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73693		80133	84960	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		84.55	84.55			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73680		80135	84962	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		507.00	507.00			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	71973		80136	84963	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		300.70	300.70			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73700		80138	84965	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		608.10	608.10			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73698		80140	84967	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		87.80	87.80			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73695		80141	84968	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		44.95	44.95			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73694		80142	84969	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		49.90	49.90			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73692		80143	84970	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		49.90	49.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73691		80144	84971	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		49.90	49.90			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73690		80145	84972	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		64.75	64.75			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73689		80146	84973	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		72.95	72.95			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73688		80148	84975	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		44.95	44.95			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73687		80149	84976	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		59.80	59.80			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73684		80150	84977	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		44.95	44.95			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73683		80151	84978	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		69.70	69.70			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73682		80152	84979	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		79.60	79.60			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	71968		80153	84980	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		241.60	241.60			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	71971		80154	84981	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		69.70	69.70			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	71972		80155	84982	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		118.85	118.85			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	71970		80156	84983	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		54.85	54.85			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	71967		80157	84984	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		168.85	168.85			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	71966		80158	84985	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		230.60	230.60			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73702		80159	84986	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		148.90	148.90			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73701		80160	84987	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		216.55	216.55			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73681		80161	84988	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		64.75	64.75			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73696		80162	84989	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		249.45	249.45			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73679		80163	84990	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		184.55	184.55			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73686		80164	84991	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		44.95	44.95			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73685		80165	84992	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		49.90	49.90			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	73697		80166	84993	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		172.55	172.55			
1186	Elwood Fire Equipment	0000		EFT	03/06/2024	71969		80167	84994	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		54.85	54.85			
						CHECK TOTAL	5,054.60			
1085	Enterprise Unified So	0000		EFT	02/09/2024	11542		80040	84864	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		1,152.43	1,152.43			
						CHECK TOTAL	1,152.43			
2040	Evapar	0000	22300957	EFT	02/25/2024	IN0607215		80123	84949	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		1,734.37	1,734.37			
						CHECK TOTAL	1,734.37			
514	EWT Holdings III Corp	0000	22301371	EFT	03/11/2024	906318676		79795	84617	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		9,452.35	9,452.35			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	9,452.35			
1210	Faco LLC	0000		EFT	03/12/2024	26230		79799	84621	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			1,143.99				
							1,143.99			
						CHECK TOTAL	1,143.99			
1193	Fluid Waste Services,	0000	22400223	EFT	02/29/2024	62143		80048	84872	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			8,186.25				
							8,186.25			
						CHECK TOTAL	8,186.25			
1196	Frey Water Conditioni	0000		EFT	03/08/2024	104275546		79708	84528	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP			66.80				
							66.80			
1196	Frey Water Conditioni	0000		EFT	02/08/2024	104279902		79764	84586	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100		MNCPLHDFNBROSERVICE			27.40				
							27.40			
1196	Frey Water Conditioni	0000		EFT	02/08/2024	104274811		79877	84700	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 42200		GenPR OPERSUP			25.05				
							25.05			
						CHECK TOTAL	119.25			
1289	Garners Family Enterp	0000		EFT	03/15/2024	287281-1		80021	84844	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet PROSERVICE			85.00				
							85.00			
						CHECK TOTAL	85.00			
2776	Great Lakes Ace Hardw	0000		EFT	03/12/2024	2525/61		79945	84765	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm OPERSUP			4.99				
							4.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							CHECK TOTAL	4.99			
770	Grimco Inc		0000		EFT	03/10/2024	31995311-01		80229	85058	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 42200		GenPR	OPERSUP		150.61				
								150.61			
							CHECK TOTAL	150.61			
3684	Guardian Private Util		0000	22300955	EFT	03/02/2024	Estimate 5 -146&Alli		80027	84851	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENGPROSERVICE			30,250.00				
								30,250.00			
							CHECK TOTAL	30,250.00			
856	Hale Industries Inc		0000		EFT	03/06/2024	74312		79740	84560	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMNOPERSUP			293.77				
								293.77			
							CHECK TOTAL	293.77			
2053	Rodney V Hartley		0000		EFT	03/12/2024	3040		79865	84687	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101013 44920		GenContr	CAPEXP		14,683.00				
								14,683.00			
							CHECK TOTAL	14,683.00			
3718	HD Supply Inc		0000	22301286	EFT	03/20/2024	INV00281111		80060	84885	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWaterOPERSUP			273.42				
								273.42			
							CHECK TOTAL	273.42			
844	Heritage Crystal Clea		0000		EFT	03/08/2024	18496618		80091	84917	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		867.71				
								867.71			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
844	Heritage Crystal Clea	0000		EFT	03/08/2024	18495476		80092	84918		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,781.84					
							1,781.84				
						CHECK TOTAL	2,649.55				
3361	Heritage Landscape Su	0000	22300945	EFT	03/30/2024	0014155955-001		80231	85060		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		439.10					
	2 10106193 42200		GFICPKSMNT	OPERSUP		50.22					
							489.32				
						CHECK TOTAL	489.32				
1412	Hoosier Fire Equipmen	0000	22301242	EFT	01/13/2024	118350		80059	84884		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		3,872.00					
	2 10105011 43100		GenFireAdm	PROSERVICE		67.00					
							3,939.00				
1412	Hoosier Fire Equipmen	0000	22300959	EFT	03/03/2024	118830		80232	85061		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		11,179.80					
							11,179.80				
						CHECK TOTAL	15,118.80				
708	Hoosier Portable Rest	0000		EFT	02/29/2024	68195		79911	84734		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		240.00					
							240.00				
708	Hoosier Portable Rest	0000		EFT	02/29/2024	68189		80029	84853		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		200.00					
							200.00				
						CHECK TOTAL	440.00				
3229	Howard Asphalt LLC	0000		EFT	03/14/2024	1		79874	84697		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		39,188.16					
							39,188.16				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	39,188.16			
2770	Incentive Services In	0000		EFT	03/01/2024	00116982		80187	85014	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		1,666.96				
							1,666.96			
						CHECK TOTAL	1,666.96			
1770	Indiana Filter Supply	0000		EFT	03/06/2024	INV22201		79736	84556	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		473.68				
							473.68			
						CHECK TOTAL	473.68			
1543	Indiana Oxygen Compan	0000		EFT	03/01/2024	10330831		79719	84539	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		47.12				
							47.12			
1543	Indiana Oxygen Compan	0000		EFT	03/09/2024	10334396		79816	84638	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		38.72				
							38.72			
						CHECK TOTAL	85.84			
2399	Indiana Testing Inc	0000		EFT	03/17/2024	102780		80019	84842	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		130.00				
							130.00			
						CHECK TOTAL	130.00			
2104	Innovative Edit Inc	0000	22400212	EFT	03/07/2024	2024034		80169	84996	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		14,166.66				
							14,166.66			
						CHECK TOTAL	14,166.66			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
733	Innovative Integratio	0000	22400166	EFT	03/08/2024	42829		80042	84866	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		3,398.37				
							3,398.37			
733	Innovative Integratio	0000		EFT	03/02/2024	42883		80121	84947	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		175.00				
							175.00			
						CHECK TOTAL	3,573.37			
1823	Irving Materials, Inc	0000		EFT	01/28/2024	71297898		79833	84655	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		110.96				
							110.96			
1823	Irving Materials, Inc	0000		EFT	03/01/2024	71305483		79866	84689	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		2,011.95				
							2,011.95			
1823	Irving Materials, Inc	0000		EFT	03/01/2024	71305966		79867	84690	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		4,063.29				
							4,063.29			
1823	Irving Materials, Inc	0000		EFT	03/01/2024	71306456		79868	84691	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		4,985.27				
							4,985.27			
1823	Irving Materials, Inc	0000		EFT	02/01/2024	71299819		79869	84692	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		2,805.79				
							2,805.79			
1823	Irving Materials, Inc	0000		EFT	03/10/2024	71306918		80080	84905	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		774.03				
							774.03			
						CHECK TOTAL	14,751.29			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4479	James Hurdle		0000		INV	02/25/2024	08684Z		80189	85017	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE			17.76			
								17.76			
							CHECK TOTAL	17.76			
3953	James P Hallett		0000		EFT	03/01/2024	3/24 Ambassador		79849	84671	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	44391011 43100		ECNDEVMY	PROSERVICE			7,500.00			
								7,500.00			
							CHECK TOTAL	7,500.00			
3256	Jeffery Meyer		0000	22301327	EFT	03/19/2024	2192024-2		80058	84883	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 42200		MVHFleet	OPERSUP			20,377.50			
								20,377.50			
3256	Jeffery Meyer		0000	22400228	EFT	03/19/2024	2192024-3		80106	84932	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106010 43100		MVHFleet	PROSERVICE			5,849.16			
								5,849.16			
3256	Jeffery Meyer		0000	22400238	EFT	03/19/2024	2192024-1		80174	85001	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106010 42200		GenFleet	OPERSUP			37,185.44			
	2	10106010 43100		GenFleet	PROSERVICE			203.64			
								37,389.08			
3256	Jeffery Meyer		0000	22400239	EFT	03/19/2024	2192024		80185	85012	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106010 42200		GenFleet	OPERSUP			21,939.37			
	2	10106010 43100		GenFleet	PROSERVICE			11,966.95			
	3	60606010 42200		SewFleet	OPERSUP			1,827.28			
	4	62606010 42200		SWFleet	OPERSUP			2,090.54			
	5	62606010 43100		SWFleet	PROSERVICE			48.24			
	6	10106010 42200		GenFleet	OPERSUP			0.20			
								37,872.58			
							CHECK TOTAL	101,488.32			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2437	Jennifer Roam	0000		INV	02/27/2024	21224		79910	84733		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43200		GenBSG	COMMTTRANS		392.77					
							392.77				
						CHECK TOTAL	392.77				
2308	Jobsite Supply Inc	0000		EFT	03/10/2024	3230441		80081	84907		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		1,180.60					
							1,180.60				
2308	Jobsite Supply Inc	0000		EFT	03/09/2024	3230243		80082	84908		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		715.00					
							715.00				
2308	Jobsite Supply Inc	0000		EFT	03/09/2024	3230246		80083	84909		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		715.00					
							715.00				
						CHECK TOTAL	2,610.60				
144	Key Government Financ	0000		EFT	03/15/2024	5014195		80087	84913		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 40201011 44905		CCDMAYOR	CAPLEASPMT		258,232.14					
							258,232.14				
						CHECK TOTAL	258,232.14				
116	Kiesler Police Supply	0000	22400220	EFT	12/29/2023	IN227753		80204	85033		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		3,129.24					
							3,129.24				
						CHECK TOTAL	3,129.24				
150	Kirby Risk Corporatio	0000	22400172	EFT	03/31/2024	S210102359.001		79729	84549		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		12,042.00					
							12,042.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
150	Kirby Risk Corporatio		0000		EFT	02/29/2024	S210125758.003		79730	84550	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			30.00			
								30.00			
150	Kirby Risk Corporatio		0000	22301231	EFT	03/31/2024	S210187642.001		79741	84561	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			5.66			
								5.66			
150	Kirby Risk Corporatio		0000		EFT	11/30/2022	S112215415.002		79762	84584	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP			-27.32			
								-27.32			
150	Kirby Risk Corporatio		0000		EFT	02/29/2024	S210085377.003		79770	84592	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			281.88			
								281.88			
150	Kirby Risk Corporatio		0000		EFT	02/29/2024	S210085377.004		79771	84593	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			563.76			
								563.76			
150	Kirby Risk Corporatio		0000		EFT	02/29/2024	S210085377.001		79772	84594	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			281.88			
								281.88			
150	Kirby Risk Corporatio		0000		EFT	02/29/2024	S210085377.005		79773	84595	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			-1,409.40			
								-1,409.40			
150	Kirby Risk Corporatio		0000		EFT	02/29/2024	S210085377.002		79774	84596	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	OPERSUP			281.88			
								281.88			
150	Kirby Risk Corporatio		0000		EFT	03/31/2024	S210200765.001		79883	84706	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP			141.40			
								141.40			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000	22400172	EFT	03/31/2024	S210102359.003		80110	84936		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		630.00					
							630.00				
150	Kirby Risk Corporatio	0000	22301231	EFT	03/31/2024	S210194420.001		80111	84937		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		24.67					
							24.67				
						CHECK TOTAL	12,846.41				
152	Krieg Devault LLP	0000	22400199	EFT	02/07/2024	554637		79876	84699		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		861.02					
							861.02				
						CHECK TOTAL	861.02				
936	Lehman's Inc of Ander	0000	22301120	EFT	02/12/2024	18780		79761	84583		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		693.00					
	2 10109012 43100		GenPWBuild	PROSERVICE		3,763.05					
							4,456.05				
						CHECK TOTAL	4,456.05				
3676	Life Technologies Cor	0000	22400181	EFT	02/29/2024	35577734		80207	85036		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43100		GenInvstgt	PROSERVICE		16,313.53					
							16,313.53				
						CHECK TOTAL	16,313.53				
498	Logan Street Signs &	0000		EFT	03/13/2024	67067		79808	84630		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		1,050.00					
							1,050.00				
						CHECK TOTAL	1,050.00				
289	Macallister Machinery	0000	22400206	EFT	02/25/2024	R64563440801		79760	84582		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		6,119.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
289	Macallister Machinery	0000		EFT	03/15/2024	R64567823701	6,119.00	79794	84616	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			1,119.00				
							1,119.00			
289	Macallister Machinery	0000		EFT	02/24/2024	R64563164101		79860	84682	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr CAPEXP			5,844.00				
							5,844.00			
289	Macallister Machinery	0000		EFT	03/15/2024	S8065562		80020	84843	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet PROSERVICE			1,533.41				
							1,533.41			
						CHECK TOTAL	14,615.41			
3110	McGavic Outdoor Power	0000	22400134	EFT	03/10/2024	N241083		79809	84631	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 44920		GenPWParks CAPEXP			45,141.00				
							45,141.00			
						CHECK TOTAL	45,141.00			
643	MCL Window Coverings,	0000	22400103	EFT	03/17/2024	21902		80014	84837	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD OPERSUP			3,910.00				
							3,910.00			
						CHECK TOTAL	3,910.00			
232	McMaster-Carr Supply	0000		EFT	03/07/2024	21631239		79835	84657	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN OPERSUP			33.21				
							33.21			
						CHECK TOTAL	33.21			
266	Menard Inc	0000		EFT	02/29/2024	75735		79745	84565	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			178.75				
							178.75			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	03/03/2024	75949		79748	84568		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			78.88	78.88				
266	Menard Inc	0000		EFT	02/29/2024	75728		79749	84569		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			24.72	24.72				
266	Menard Inc	0000		EFT	02/29/2024	75786		79750	84570		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			183.06	183.06				
266	Menard Inc	0000		EFT	03/14/2024	76480		79807	84629		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			22.48	22.48				
266	Menard Inc	0000		EFT	03/10/2024	76333		79880	84703		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm OPERSUP			59.95	59.95				
266	Menard Inc	0000		EFT	03/17/2024	76638		79948	84771		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist OPERSUP			35.42	35.42				
266	Menard Inc	0000		EFT	03/16/2024	76592		80030	84854		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist OPERSUP			285.35	285.35				
266	Menard Inc	0000		EFT	03/06/2024	76095		80093	84920		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			18.44	18.44				
						CHECK TOTAL	887.05				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3288	Midwest Fiber Holding			0000	22201314	EFT	03/01/2024	E-2402012207766		80041	84865	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			1,333.65			
	2	10106050	43100		GenIT	PROSERVICE			850.00			
	3	10106050	43100		GenIT	PROSERVICE			41.35			
	4	10106050	43100		GenIT	PROSERVICE			2,208.06			
									4,433.06			
								CHECK TOTAL	4,433.06			
257	Midwest Garage Door S			0000		EFT	03/10/2024	33680		79875	84698	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			710.00			
									710.00			
								CHECK TOTAL	710.00			
331	Milestone Contractors			0000		EFT	01/30/2024	165165		79830	84652	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20206191	42200		LRSICSRTS	OPERSUP			396.23			
									396.23			
331	Milestone Contractors			0000		EFT	01/10/2024	164776		79831	84653	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20206191	42200		LRSICSRTS	OPERSUP			176.85			
									176.85			
331	Milestone Contractors			0000		EFT	01/10/2024	164797		79832	84654	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20206191	42200		LRSICSRTS	OPERSUP			370.69			
									370.69			
								CHECK TOTAL	943.77			
254	Miller's Autobody, In			0000		EFT	02/18/2024	63037-1		80079	84904	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			1,896.01			
									1,896.01			
								CHECK TOTAL	1,896.01			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2626	Mountain Glacier LLC	0000		EFT	03/10/2024	0101606011		79731	84551	
ACCOUNT DETAIL						LINE AMOUNT				
1	10101013 43100		GenContr	PROSERVICE		25.12				
2	10101017 43100		GenFndCS	PROSERVICE		25.12				
3	10102010 43100		GenClerk	PROSERVICE		25.12				
							75.36			
						CHECK TOTAL	75.36			
845	Multi Service Technol	0000		EFT	03/07/2024	579-1-54217		79769	84591	
ACCOUNT DETAIL						LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	03/14/2024	991-1-71186		79788	84610	
ACCOUNT DETAIL						LINE AMOUNT				
1	62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/26/2024	579-1-53765		79897	84720	
ACCOUNT DETAIL						LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/23/2024	579-1-53657		79898	84721	
ACCOUNT DETAIL						LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/17/2024	579-1-53458		79899	84722	
ACCOUNT DETAIL						LINE AMOUNT				
1	20106191 42200		MVHICSRTS OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/17/2024	579-1-53455		79900	84723	
ACCOUNT DETAIL						LINE AMOUNT				
1	20106191 42200		MVHICSRTS OPERSUP			188.99				
							188.99			
845	Multi Service Technol	0000		EFT	02/17/2024	579-1-53457		79901	84724	
ACCOUNT DETAIL						LINE AMOUNT				
1	20106191 42200		MVHICSRTS OPERSUP			188.99				
							188.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
845	Multi Service Technol	0000		EFT	02/20/2024	991-1-70389		79902	84725	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/29/2024	579-1-53868		79903	84726	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			200.00				
							200.00			
						CHECK TOTAL	1,777.98			
903	NCH Corporation	0000		EFT	02/10/2024	8557444		79813	84635	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			360.00				
							360.00			
903	NCH Corporation	0000		EFT	01/10/2024	8519817		79904	84728	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			360.00				
							360.00			
						CHECK TOTAL	720.00			
2716	Nelson & Co LLC	0000		EFT	03/21/2024	SI159154		80086	84912	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr UNIFORMS			11.50				
							11.50			
						CHECK TOTAL	11.50			
327	Nelson Alarm Inc.	0000		INV	01/21/2024	240101772		78405	83131	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT PROSERVICE			300.00				
							300.00			
327	Nelson Alarm Inc.	0000		INV	02/27/2024	240201642		80043	84867	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT PROSERVICE			477.50				
							477.50			
						CHECK TOTAL	777.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3313	Nova Healthcare IN LL	0000		EFT	03/09/2024	000002575628		79722	84542	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			320.76				
							320.76			
						CHECK TOTAL	320.76			
335	Office Three Sixty In	0000		EFT	03/09/2024	2812597		79787	84609	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			32.53				
							32.53			
335	Office Three Sixty In	0000		EFT	03/13/2024	2806699		79858	84680	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ OPERSUP			21.36				
							21.36			
335	Office Three Sixty In	0000		EFT	03/17/2024	2819023		80015	84838	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr OPERSUP			8.98				
							8.98			
335	Office Three Sixty In	0000		EFT	03/17/2024	2819560		80016	84839	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 42200		GenContr OPERSUP			3.99				
							3.99			
335	Office Three Sixty In	0000		EFT	03/15/2024	2816798		80102	84928	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			11.07				
							11.07			
335	Office Three Sixty In	0000		EFT	03/15/2024	2816798B1		80105	84931	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			23.00				
							23.00			
						CHECK TOTAL	100.93			
2470	OnPoint Hub & Spoke L	0000		EFT	03/01/2024	3/24 Rent		79844	84666	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf PROSERVICE			38,172.03				
							38,172.03			
						CHECK TOTAL	38,172.03			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
347	Otis Elevator Company	0000		EFT	03/01/2024	100401457413		80127	84954		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		146.34					
							146.34				
347	Otis Elevator Company	0000		EFT	03/01/2024	100401457148		80226	85055		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		823.19					
							823.19				
347	Otis Elevator Company	0000		EFT	03/01/2024	100401457228		80227	85056		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		512.85					
							512.85				
						CHECK TOTAL	1,482.38				
4035	People Driven Technol	0000	22400229	EFT	03/08/2024	INV9710		80120	84946		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		78.74					
	2 60606050 43100		SewIT	PROSERVICE		16.88					
	3 62606050 43100		SWIT	PROSERVICE		16.88					
							112.50				
						CHECK TOTAL	112.50				
366	Plumbers Supply Compa	0000		EFT	03/25/2024	90708035		79744	84564		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	PERSUP		634.13					
							634.13				
						CHECK TOTAL	634.13				
4439	Plumbing Heating Para	0000		EFT	02/13/2024	62696078		79789	84611		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		424.36					
							424.36				
4439	Plumbing Heating Para	0000	22400222	EFT	02/13/2024	62699894		80047	84871		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		2,314.30					
							2,314.30				
						CHECK TOTAL	2,738.66				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4207	Propio LS LLC		0000		EFT	03/15/2024	2024-01925-1F		79913	84736	
ACCOUNT DETAIL							LINE AMOUNT				
1	21201012 43100			HDFBSG	PROSERVICE			520.00			
							CHECK TOTAL	520.00			
								520.00			
3328	Proveli LLC		0000		EFT	03/15/2024	83923		80104	84930	
ACCOUNT DETAIL							LINE AMOUNT				
1	20106191 42200			MVHICSRTS	OPERSUP			464.72			
							CHECK TOTAL	464.72			
								464.72			
374	PVS Nolwood Chemicals		0000	22301372	EFT	03/04/2024	822614		79796	84618	
ACCOUNT DETAIL							LINE AMOUNT				
1	60609014 42200			SewPWWater	OPERSUP			12,089.70			
							CHECK TOTAL	12,089.70			
								12,089.70			
433	RCS Contractor Suppli		0000		EFT	03/09/2024	1-541023		80100	84926	
ACCOUNT DETAIL							LINE AMOUNT				
1	20106191 42200			MVHICSRTS	OPERSUP			158.12			
							CHECK TOTAL	158.12			
								158.12			
825	Rick L Alexander		0000		EFT	02/24/2024	23-027		79725	84545	
ACCOUNT DETAIL							LINE AMOUNT				
1	47140000 43100			FishersI69	PROSERVICE			14,700.00			
								14,700.00			
825	Rick L Alexander		0000		EFT	09/15/2021	21-018		79726	84546	
ACCOUNT DETAIL							LINE AMOUNT				
1	47140000 43100			FishersI69	PROSERVICE			3,600.00			
							CHECK TOTAL	3,600.00			
								18,300.00			
3077	Ryan Tennesen		0000	22400029	EFT	03/16/2024	2024-COF-002		80031	84855	
ACCOUNT DETAIL							LINE AMOUNT				
1	10105011 43100			GenFireAdm	PROSERVICE			1,550.00			
								1,550.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,550.00			
466	Sharp Printing Servic	0000		EFT	02/26/2024	101177		79716	84536	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE			130.00			
							130.00			
466	Sharp Printing Servic	0000		EFT	03/13/2024	101408		79822	84644	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP			210.00			
							210.00			
466	Sharp Printing Servic	0000		EFT	03/14/2024	101400		79857	84679	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			85.00			
	2 62609014 42200		SWPWWater	OPERSUP			85.00			
							170.00			
466	Sharp Printing Servic	0000		EFT	03/16/2024	101473		80074	84899	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			50.00			
							50.00			
466	Sharp Printing Servic	0000		EFT	03/17/2024	101537		80075	84900	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			630.00			
							630.00			
466	Sharp Printing Servic	0000		EFT	03/16/2024	101472		80173	85000	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER			424.00			
							424.00			
466	Sharp Printing Servic	0000		EFT	03/20/2024	101484		80186	85013	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE			85.00			
							85.00			
466	Sharp Printing Servic	0000		EFT	03/16/2024	101497		80190	85016	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER			57.50			
							57.50			
						CHECK TOTAL	1,756.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
477	Shelby Gravel Inc		0000		EFT	03/12/2024	841086		80096	84922	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106193 42200		GFICPKSMNTOPERSUP			228.19				
	2	10109013 43100		GenPWParks PROSERVICE			362.73				
								590.92			
477	Shelby Gravel Inc		0000		EFT	02/06/2024	838828		80098	84924	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks PROSERVICE			1,984.53				
	2	10106193 42200		GFICPKSMNTOPERSUP			1,308.48				
								3,293.01			
							CHECK TOTAL	3,883.93			
3062	SHI International Cor		0000	22301197	EFT	03/01/2024	B17909469		79515	84322	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 44400		GenIT IMPROTHBUI			90,969.46				
								90,969.46			
							CHECK TOTAL	90,969.46			
2372	Smyrna Ready Mix Conc		0000		EFT	03/07/2024	1020463211		79829	84651	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106191 42200		MVHICSRTS OPERSUP			1,102.50				
								1,102.50			
							CHECK TOTAL	1,102.50			
3350	SPF 15 Inc		0000		EFT	03/01/2024	3/24 Rent		79842	84663	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	43510000 43700		THBC RENTALS			7,391.25				
								7,391.25			
							CHECK TOTAL	7,391.25			
3577	Splashtop Inc.		0000	22400164	EFT	02/29/2024	INV23149891		80044	84869	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT PROSERVICE			3,000.00				
								3,000.00			
							CHECK TOTAL	3,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3879	Stantec Consulting Se	0000	22400005	EFT	11/16/2023	2144484		80085	84911		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			8,325.00					
							8,325.00				
						CHECK TOTAL	8,325.00				
558	Stryker Sales Corpora	0000		EFT	03/14/2024	9205597037		80221	85050		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS PROSERVICE			560.00					
							560.00				
						CHECK TOTAL	560.00				
507	Sunbelt Rentals Inc	0000		EFT	04/05/2024	150066774-0001		79766	84588		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			145.84					
							145.84				
507	Sunbelt Rentals Inc	0000		EFT	03/05/2024	149797321-0001		80193	85021		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr PROSERVICE			507.62					
							507.62				
						CHECK TOTAL	653.46				
3047	Sweetwater Sound Hold	0000		EFT	02/07/2024	39565262		80077	84902		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 23602100 42200		CRPCourt OPERSUP			539.99					
							539.99				
						CHECK TOTAL	539.99				
527	T&T Sales & Promotion	0000		EFT	02/23/2024	53681		79763	84585		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			182.99					
							182.99				
						CHECK TOTAL	182.99				
782	Techlite Corp	0000	22400094	EFT	03/09/2024	0060597-IN		79733	84553		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			14,880.00					
							14,880.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
782	Techlite Corp	0000	22400093	EFT	03/09/2024	0060598-IN		79734	84554		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			14,880.00					
							14,880.00				
						CHECK TOTAL	29,760.00				
2103	The Henry P Thompson	0000	22301266	EFT	03/16/2024	31090B19812		80078	84903		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			4,150.00					
							4,150.00				
						CHECK TOTAL	4,150.00				
282	The Mailing Station,	0000		EFT	02/10/2024	170491		79721	84541		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43202		SewPWWaterPOSTAGE			42.57					
							42.57				
282	The Mailing Station,	0000		EFT	12/10/2023	168839		79782	84604		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm PROSERVICE			51.97					
							51.97				
282	The Mailing Station,	0000		EFT	03/16/2024	170825		79949	84772		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm PROSERVICE			51.51					
							51.51				
						CHECK TOTAL	146.05				
532	Tiffany Lawn & Garden	0000		EFT	03/20/2024	483839/1		80094	84921		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			1,560.00					
	2 10109013 43100		GenPWParks PROSERVICE			632.00					
							2,192.00				
						CHECK TOTAL	2,192.00				
122	UKG Kronos Systems LL	0000	22400160	EFT	03/06/2024	12197587		80057	84882		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG PROSERVICE			2,500.00					
							2,500.00				
						CHECK TOTAL	2,500.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	Uline Inc		0000		EFT	03/05/2024	174018457		79637	84452	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 42200		GenPR	OPERSUP		938.94	938.94			
58	Uline Inc		0000		EFT	02/26/2024	173680529		79751	84571	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106193 42200		GFICPKSMNT	OPERSUP		103.61	103.61			
							CHECK TOTAL	1,042.55			
1871	UrbanEco Properties L		0001		EFT	03/01/2024	3/24 Rent		79848	84670	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	24601010 43100		CertTechAd	PROSERVICE		14,634.86	14,634.86			
							CHECK TOTAL	14,634.86			
2071	Utility Pipe Sales of		0000		EFT	03/09/2024	3190544-00		79693	84511	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62609014 42200		SWPWWater	OPERSUP		482.00	482.00			
2071	Utility Pipe Sales of		0000	22400224	EFT	03/10/2024	3190689-00		80052	84876	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP		2,400.00	2,400.00			
							CHECK TOTAL	2,882.00			
614	Van Ausdall & Farrar		0000		EFT	03/14/2024	602675		79906	84727	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27155058 43100		HDVFC	PROSERVICE		27.90	27.90			
614	Van Ausdall & Farrar		0000	22301084	EFT	03/10/2024	602375		80045	84870	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		98.84				
	2	62606050 43100		SWIT	PROSERVICE		0.00				
								98.84			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
614	Van Ausdall & Farrar			0000	22301084	EFT	03/01/2024	601158		80084	84906	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			45.64			
	2	27155058	43100		HDVFC	PROSERVICE			33.35			
									78.99			
614	Van Ausdall & Farrar			0000	22301084	EFT	03/10/2024	602376		80099	84925	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			6.75			
	2	62606050	43100		SWIT	PROSERVICE			0.00			
	3	21206050	43100		HDFIT	PROSERVICE			15.54			
									22.29			
								CHECK TOTAL	228.02			
3510	Veridus Group Inc			0000		EFT	12/08/2023	202848BAL		79727	84547	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	47140000	43100		FishersI69	PROSERVICE			960.15			
									960.15			
3510	Veridus Group Inc			0000		EFT	03/09/2024	203125		79728	84548	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	47140000	43100		FishersI69	PROSERVICE			920.02			
									920.02			
3510	Veridus Group Inc			0000	22300170	EFT	03/10/2024	203132		79850	84672	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE			3,300.00			
									3,300.00			
3510	Veridus Group Inc			0000	22300170	EFT	03/10/2024	203133		79851	84673	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE			783.75			
									783.75			
3510	Veridus Group Inc			0000	22300970	EFT	03/10/2024	203093		79852	84674	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10101014	43100		GenEcon	PROSERVICE			730.00			
									730.00			
								CHECK TOTAL	6,693.92			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2789	Verizon Communication	0000		EFT	02/15/2024	9954995961		79247	84043	
ACCOUNT DETAIL						LINE AMOUNT				
1	27155058 43100		HDVFC	PROSERVICE		192.15				
2	27055058 43100		GRTSHD	PROSERVICE		38.43				
3	27055058 43100		GRTSHD	PROSERVICE		38.43				
4	27055058 43100		GRTSHD	PROSERVICE		106.87				
5	21206050 43100		HDFIT	PROSERVICE		222.16				
6	21106050 43100		MHFIT	PROSERVICE		192.15				
							790.19			
						CHECK TOTAL	790.19			
2813	Visionary Cove LLC	0000		EFT	03/01/2024	3/24 Rent		79847	84669	
ACCOUNT DETAIL						LINE AMOUNT				
1	24601010 43100		CertTechAd	PROSERVICE		60,372.00				
							60,372.00			
						CHECK TOTAL	60,372.00			
2380	Whites Ace Hardware F	0000		EFT	03/03/2024	37508725		79746	84566	
ACCOUNT DETAIL						LINE AMOUNT				
1	10106192 42200		GFICBLDGMNOPERSUP			750.00				
							750.00			
2380	Whites Ace Hardware F	0000		EFT	03/15/2024	37511008		79792	84614	
ACCOUNT DETAIL						LINE AMOUNT				
1	60609014 42200		SewPWWaterOPERSUP			54.99				
							54.99			
2380	Whites Ace Hardware F	0000		EFT	03/07/2024	37509578		79834	84656	
ACCOUNT DETAIL						LINE AMOUNT				
1	10106192 42200		GFICBLDGMNOPERSUP			129.99				
							129.99			
2380	Whites Ace Hardware F	0000		EFT	02/25/2024	37507295		79912	84735	
ACCOUNT DETAIL						LINE AMOUNT				
1	10106192 42200		GFICBLDGMNOPERSUP			4.29				
							4.29			
						CHECK TOTAL	939.27			
1309	WW Grainger Inc	0000		EFT	03/06/2024	9008987886		79735	84555	
ACCOUNT DETAIL						LINE AMOUNT				
1	10106193 42200		GFICPKSMNTOPERSUP			197.20				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							197.20			
1309	WW Grainger Inc	0000		EFT	03/02/2024	9005941613		79747	84567	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP				12.12			
							12.12			
1309	WW Grainger Inc	0000		EFT	03/06/2024	9008987878		79775	84597	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP				266.91			
							266.91			
1309	WW Grainger Inc	0000		EFT	03/06/2024	9008987894		79776	84598	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOBERSUP				1,041.00			
							1,041.00			
1309	WW Grainger Inc	0000		EFT	03/07/2024	9010583699		79777	84599	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP				221.72			
							221.72			
1309	WW Grainger Inc	0000		EFT	03/08/2024	9012372232		79778	84600	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNTOBERSUP				334.87			
							334.87			
1309	WW Grainger Inc	0000		EFT	02/29/2024	9003467702		79780	84602	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				468.04			
							468.04			
1309	WW Grainger Inc	0000		EFT	03/03/2024	9007785257		79781	84603	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				259.25			
							259.25			
1309	WW Grainger Inc	0000		EFT	03/08/2024	9012372216		79791	84613	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNTOBERSUP				224.77			
							224.77			
1309	WW Grainger Inc	0000		EFT	03/08/2024	9012372224		79793	84615	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNTOBERSUP				1,363.77			
							1,363.77			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	03/07/2024	9010583681		79797	84619		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			40.00					
							40.00				
1309	WW Grainger Inc	0000		EFT	03/07/2024	9011043024		79798	84620		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			650.84					
							650.84				
1309	WW Grainger Inc	0000		EFT	03/07/2024	9011043032		79805	84627		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			957.65					
							957.65				
1309	WW Grainger Inc	0000		EFT	03/03/2024	9007375364		79806	84628		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			94.63					
							94.63				
1309	WW Grainger Inc	0000		EFT	03/03/2024	9007375356		79823	84645		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			444.22					
							444.22				
1309	WW Grainger Inc	0000		EFT	03/07/2024	9011043016		79824	84646		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			25.18					
							25.18				
1309	WW Grainger Inc	0000		EFT	03/02/2024	9005941605		79836	84658		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			185.50					
							185.50				
1309	WW Grainger Inc	0000		EFT	03/02/2024	9005941597		79837	84659		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			136.77					
							136.77				
1309	WW Grainger Inc	0000		EFT	03/09/2024	9013783171		79838	84660		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			1,438.47					
							1,438.47				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
 DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	03/09/2024	9013783155		79839	84661	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		22.96				
							22.96			
1309	WW Grainger Inc	0000		EFT	03/09/2024	9013783163		79840	84662	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		475.25				
							475.25			
1309	WW Grainger Inc	0000		EFT	03/15/2024	9019851162		79882	84705	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		323.94				
							323.94			
1309	WW Grainger Inc	0000		EFT	03/15/2024	9019851204		80101	84927	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,558.50				
							1,558.50			
1309	WW Grainger Inc	0000		EFT	03/06/2024	9008435902		80112	84938	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		42.23				
							42.23			
1309	WW Grainger Inc	0000		EFT	03/06/2024	9008730690		80113	84939	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		190.68				
							190.68			
1309	WW Grainger Inc	0000		EFT	03/08/2024	9012296811		80114	84940	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		63.59				
							63.59			
1309	WW Grainger Inc	0000		EFT	03/10/2024	9015675391		80115	84941	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		188.30				
							188.30			
1309	WW Grainger Inc	0000		EFT	03/16/2024	9021459921		80116	84942	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		987.59				
							987.59			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 22724 02/22/2024
DUE DATE: 02/22/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309 WW Grainger Inc		0000		EFT	03/13/2024	9017627481		80117	84943	
ACCOUNT DETAIL						LINE AMOUNT				
1	10105013 42200	GenLogist	OPERSUP			96.04	96.04			
						CHECK TOTAL	12,311.99			
343	INVOICES	WARRANT TOTAL				1,212,016.26	1,212,016.26			
		CASH ACCOUNT BALANCE					45,409,503.74			



Board Action Form

MEETING DATE	February 27, 2024			
TITLE	Request to approve Provider Agreements with United Healthcare			
SUBMITTED BY	Name & Title: Laura Gropp, Deputy Director of Finance & Operations Department: Health Department			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R022724	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Health Department is completing the credentialing process to bill and accept health insurance information and payments. This contract is with United Healthcare Commercial, Community Plan (Medicaid) and Veterans Affairs Benefit Program	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0
	Expenditure \$:	\$0
	Source of Funds:	\$0
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the attached provider agreements.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R022724

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING PROVIDER AGREEMENT
(UNITED HEALTHCARE)**

WHEREAS, in 2020, the City of Fishers created a Health Department (“Health Department”) to protect and promote the health and wellbeing of Fishers residents and the Health Department provides health services to Fishers residents;

WHEREAS, United Healthcare is an insurance company that provides health benefit plans for covered participants (“United”);

WHEREAS, The Health Department is completing the credential process to allow the City to accept health information, process claims, and accept payments from United; and

WHEREAS, the City now desires to enter into an Agreement with United (“United Agreement”) all as more particularly described in Exhibit A, which is attached hereto and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** The Board hereby approves the United Agreement, as more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby further authorizes the Mayor or the Director of the Health Department to execute the Agreement and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 27th day of February 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennett



UnitedHealthcare
PO Box 241029
Saint Paul, MN 55124-7019

February 6, 2024

MONICA HELTZ FNP
eric.ward@curemd.com

Dear MONICA HELTZ FNP:

Re: ACTION REQUIRED – Review and Sign UnitedHealthcare’s Participation Agreement

Thanks for your interest in joining the UnitedHealthcare network. We’re excited to offer you our participation agreement for UnitedHealthcare **Commercial, Medicare, Community Plan (Medicaid)** benefit plans available in your market.

Sign and return your participation agreement.

Please review, sign and return the enclosed participation agreement and all attachments within 30 calendar days from the date of this letter. Here’s a checklist to complete before you return your agreement:

- ☐ Review your participation agreement and the type of benefit plans included in the agreement (described in Appendix 2). To view a full list of benefit plans offered in your state, go to **UHCprovider.com** and search for Health Plans by State.
- ☐ Verify your tax identification number (TIN) and service location(s) are correct.
 - If corrections are needed, reply back to the email and note the change that’s required. We’ll update and reissue you a new agreement. With the email, please attach a completed W9 form for TIN changes.
 - If you received your agreement through U.S. mail, please mark your corrections in the agreement, initial the change(s) and mail the agreement back to us. Please include a copy of your W-9 for TIN changes.
- ☐ For electronic agreements, follow the prompts in the document to electronically sign and return your agreement. You do not need to print and mail your agreements.
 - For agreements received through U.S. mail, return both original copies and all completed forms to the return address noted above.

Please do not enter an effective date on the participation agreement or make any other handwritten comments or markings on the contract or fee schedules as this may cause delays in finalizing the contract.

What happens next?

You'll hear back from us once we receive all required documents and your request for participation has been approved by our Credentialing Committee (where applicable). We'll then send you a countersigned agreement with your effective date. This date indicates when you can begin to see UnitedHealthcare members as a network provider.

Questions? We're here to help.

We are excited about this new partnership and look forward to working with you to help our members live healthier lives. If you have questions, please email networkhelp@uhc.com and provide the care provider's name, tax ID number (TIN) and National Provider Identifier (NPI) number. To learn more about joining the UnitedHealthcare network, go to UHCprovider.com/join.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Kane', with a horizontal line extending to the right.

Mike Kane
SVP Provider Data Operations

Enclosures



UnitedHealthcare – Contract Support
Attention: Imaging Center
2300 W Plano Pkwy
#C1E105
Plano, TX 75075-8427

February 6, 2024

MONICA HELTZ FNP
eric.ward@curemd.com

Re: Action Required - Medicaid ID Number Requested for Contract

Dear MONICA HELTZ FNP:

UnitedHealthcare Community Plan has minimum requirements for contracting Medicaid providers. Your Medicaid identification (ID) number is required in order to be contracted. You are receiving this letter because UnitedHealthcare does not have your Medicaid ID number on file.

UnitedHealthcare Medicaid Contracting Process

If you would like to be contracted with Medicaid, please include your Medicaid ID number or other state-approved ID number in the space below and return this letter with your contract/amendment. Either number identifies you as eligible to treat Medicaid members through the state-sponsored programs or through a Medicaid managed care organization.

Medicaid ID # _____

- Please note that if you require credentialing and have already successfully completed the credentialing process, no further action is needed with our National Credentialing Center.

We look forward to your network participation. Thank you.

Sincerely,

UnitedHealthcare

INTRODUCTION

Our agreement consists of this contract, the appendices, and the additional materials we reference in the attached Appendix 1.

Guiding principles

We strive to operate in accordance with the following principles:

- *We want to work together with America's best practitioners to improve the health care experience of our customers.*
- *We respect and support the practitioner/patient relationship while adhering fairly to the contract for benefits we provide our customers.*
- *Whether a particular treatment is covered under a benefit contract should not determine if the treatment is provided. Practitioners and health care professionals should provide the care they believe is necessary regardless of coverage.*
- *You should discuss treatment options with patients regardless of coverage. We encourage that communication.*
- *Practitioners should describe any factors that could affect their ability to render appropriate care. Matters such as professional training, financial incentives, availability constraints, religious or philosophical beliefs, and similar matters are all things that a practitioner should consider discussing with a patient. We encourage these communications. We urge full disclosure.*
- *Fairness and efficiency will govern the ways in which we administer our products. We will make our determinations promptly. Our commitments to our customers will be clear. We will honor our agreements. When it comes to coverage determinations, the language of the benefit contract will take precedence.*

Next steps

Please read this agreement. If you have questions, write to or call:

UnitedHealthcare
Market VP MN101-D003
9700 Healthcare Lane
Minnetonka, MN 55343

(800) 382-5445

You can visit our website at www.UHCprovider.com for additional details on items described in the agreement. If the agreement is acceptable to you, please sign both of the enclosed copies of the contract, and send both copies to the address above.

PRACTITIONER CONTRACT

UnitedHealthcare Insurance Company is entering into this agreement with you. It is doing so on behalf of itself, and its affiliates for certain products and services we offer our customers, all of which we describe in the attached Appendix 2.

This agreement applies to you and the services you provide in all of your practice arrangements and for all of your tax identification numbers, except that if your services are covered under an agreement between us and a medical group that you are part of, services that you provide through that medical group will be subject to that other agreement and not this agreement.

What you will do

You need to be credentialed in accordance with our Credentialing Plan, as referenced in Appendix 1, for the duration of this agreement.

You must notify us in a timely manner about certain services you provide in accordance with our Administrative Guide so that we can provide our customers with the services we have committed to provide. If you do not so notify us about these services, you will not be reimbursed for the services, and you may not charge our customer.

Within one year of the effective date of this agreement, you must conduct business with us entirely on an electronic basis to the extent that we are able to conduct business electronically (described in the Administrative Guide), including but not limited to determining whether your patient is currently a customer, verifying the customer's benefit, and submitting your claim. We will communicate enhancements at www.UHCprovider.com as they become available and will make information available to you as to which products are supported by www.UHCprovider.com.

You must submit your claims within 90 days of the date of service. After we receive your claim, if we request additional information in order to process your claim, you must submit this additional information within 90 days of our request. If your claim or the additional information is not submitted within these timeframes, you will not be reimbursed for the services, and you may not charge our customer.

You will submit claims only for services performed by you or your staff. Pass through billing is not payable under this agreement and may not be billed to our customer. For laboratory services, you will only be reimbursed for the services that you are certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and you must not bill our customers for laboratory services for which you are not certified.

You will submit claims that supply all applicable information. These claims are complete claims. Further information about complete claims is provided in our Administrative Guide.

If you disagree with our payment determination on a claim, you may submit an appeal as described in our Administrative Guide.

You will not charge our customers anything for the services you provide, if those services are covered services under their benefit contract, but the applicable co-pay, coinsurance or deductible amount. If the services you provide are denied or otherwise not paid due to your failure to notify us, to file a timely claim, to submit a complete claim, to respond to our request for information, or based on our reimbursement policies and methodologies, you may not charge our customer. If the services you provide are denied for reason of not being medically necessary, you may not charge our customer unless our customer has, with knowledge of our determination of a lack of medical necessity, agreed in writing to be

responsible for payment of those charges. If the services you provide are not covered under our customer's benefit contract, you may, of course, bill our customer directly. You will not require a customer to pay a "membership fee" or other fee in order to access you for covered services (except for co-payments, coinsurance and/or deductibles provided for under the customer's benefit contract) and will not discriminate against any customer based on the failure to pay such a fee.

You will cooperate with our reasonable requests to provide information that we need. We may need this information to perform our obligations under this agreement, under our programs and agreements with our customers, or as required by regulatory or accreditation agencies.

You will refer customers only to other network physicians and providers, except as permitted under our customer's benefit contract, or as otherwise authorized by us or the participating entity.

What we will do

We or the other applicable participating entity will promptly adjudicate and pay your complete claim for services covered by our customer's benefit contract. If you submit claims that are not complete,

- You may be asked for additional information so that your claim may be adjudicated; or
- Your claim may be denied and you will be notified of the denial and the reason for it; or
- We may in our discretion attempt to complete the claim and have it paid by us or the other applicable participating entity based on the information that you gave in addition to the information we have.

If governing law requires us to pay interest or another penalty for a failure to pay your complete claim for covered services within a certain time frame, we will follow those requirements. The interest or other penalty required by law will be the only additional obligation for not satisfying in a timely manner a payment obligation to you. In addition, if we completed a claim of yours that was not complete, there shall be no interest or other late payment obligation to you even if we subsequently adjust the payment amount based on additional information that you provide.

The applicable participating entity will reimburse you for the services you deliver that our customer's benefit contract covers. The amount you receive will be based on the lesser of your billed charges or our fee schedule, which is described at Appendix 1 and is subject to the reimbursement (coding) policies and methodologies of us and the participating entities. Our reimbursement policies and methodologies are updated periodically and will be made available to you online or upon request. To request a copy of our reimbursement policies and methodologies, write to UnitedHealthcare, Market VP MN101-D003, 9700 Healthcare Lane, Minnetonka, MN 55343. Your reimbursement is also subject to our rules concerning retroactive eligibility, subrogation and coordination of benefits (as described in the Administrative Guide). We recognize CPT reporting guidelines as developed by the American Medical Association, as well as ICD diagnostic codes and hospital-based revenue codes. Following these guidelines does not imply a right to reimbursement for all services as coded or reported.

Ordinarily, fee amounts listed in the Payment Appendix(ices) are based upon primary fee sources. We reserve the right to use gap-fill fee sources where primary fee sources are not available.

We routinely update our fee schedule in response to additions, deletions and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicare and Medicaid Services (for example, HCPCS). Ordinarily, our fee schedule is updated using similar methodologies for similar services. We will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

We will give you 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce your overall reimbursement under this agreement, you may terminate this agreement by giving 60 days written notice to us, provided that the notice is given by you within 30 days after the notice of the fee schedule change.

If either of us believes that a claim has not been paid correctly, either of us may seek correction of the payment within a 12-month period following the date the claim was paid, except that overpayments as a result of abusive or fraudulent billing practices may be pursued by us beyond the 12-month time frame mentioned above. In the event of an overpayment, we will correct these errors by adjusting future claim payment and/or by billing you for the amount of the overpayment.

How long our agreement lasts; how it gets amended; and how it can end

Assuming you are credentialed by us, and we execute this agreement, you will receive a copy from us with the effective date noted below the signature block. It continues until one of us terminates it.

We can amend this agreement or any of the appendices on 90 days written or electronic notice by sending you a copy of the amendment. Your signature is not required to make the amendment effective. However, if you do not wish to continue your participation with our network as changed by an amendment that is not required by law or regulation but that includes a material adverse change to this agreement, then you may terminate this agreement on 60 days written notice to us so long as you send this termination notice within 30 days of your receipt of the amendment.

In addition, either you or we can terminate this agreement, effective on an anniversary of the date this agreement begins, by providing at least 90 days prior written notice. Either you or we can terminate this agreement at any time if the other party has materially breached this agreement, by providing 60 days written notice, except that if the breach is cured before our agreement ends, the agreement will continue.

Either of us can immediately terminate this agreement if the other becomes insolvent or has bankruptcy proceedings initiated.

Finally, we can immediately terminate this agreement if any governmental agency or authority (including Medicare or Medicaid) sanctions you, if you no longer have your license to practice healthcare, if you no longer have hospital admitting privileges in any participating hospital, or in accordance with the terms of our Credentialing Plan.

We both agree that termination notices under this agreement must be sent by certified mail, return receipt requested, to UnitedHealthcare, Market VP MN101-D003, 9700 Healthcare Lane, Minnetonka, MN 55343, or to the post office address you provided us. We both will treat termination notices as “received” on the third business day after they are sent.

About data and confidentiality

We agree that your medical records do not belong to us. You agree the information contained in the claims you submit is ours. We both will protect the confidentiality of our customers’ information in accordance with applicable state and federal laws, rules, and regulations.

We are both prohibited from disclosing to third parties any fee schedule or rate information. There are three exceptions:

- You can disclose to our customer information relating to our payment methodology for a service the customer is considering (e.g., global fee, fee for service), but not specific rates (unless for purposes of benefit administration).
- We and the participating entities may use this information to administer our customers' benefit contracts and to pay your claims. We also may permit access to information by auditors and other consultants who need the information to perform their duties, subject to a confidentiality agreement.
- We both may produce this information in response to a court order, subpoena or regulatory requirement to do so, provided that we use reasonable efforts to seek to maintain confidential treatment for the information, or to a third party for an appropriate business purpose, provided that the disclosure is pursuant to a confidentiality agreement and the recipient of the disclosure is not a competitor of either of us.

What if we do not agree

The parties will work together in good faith to resolve any and all disputes between them ("Disputes") following the dispute procedures set out in our Administrative Guide. Disputes may include, but not be limited to the existence, validity, scope or termination of this Agreement or any term thereof, and all questions of arbitrability, with the exception of any question regarding the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which you are acting as the assignee of one or more customer. In such cases, these procedures will apply, including without limitation the requirement for arbitration.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by you before you may invoke any right to arbitration under this section.

For Disputes regarding payment of claims, a party must have timely initiated and completed the claim reconsideration and appeal process as set forth in the Administrative Guide in order to initiate the Dispute process.

If the parties are unable to resolve any Dispute within 60 days after notice, either party may submit the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA"). The arbitrators will use the AAA Healthcare Payor Provider Arbitration Rules, as amended. However, if a case involves a Dispute in which a party seeks an award of \$1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used. The arbitrator(s) will be selected from the AAA National Healthcare Roster or the AAA's National Roster of Arbitrators. Unless otherwise agreed in writing, arbitration must be initiated within one year after the date on which written notice of the Dispute was given, or any appeal process described in the Administrative Guide, whichever is later. If arbitration is not initiated in that time frame, the right to pursue the Dispute in any forum is waived.

Any arbitration proceeding under this Agreement will be conducted in Marion County, Indiana. The arbitrator(s) may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. The arbitrator(s) have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for that relief.

Except as may be required by law, neither a party, including without limitation, the parties' representatives, consultants and counsel of record in the arbitration, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, or any Confidential Arbitration Information without the prior written consent of all parties. "Confidential Arbitration Information" means any written submissions in an arbitration by either party, discovery exchanged, evidence submitted, transcriptions or other records of hearings in the matter and any orders and awards issued, and any reference to whether

either party won, lost, prevailed, or did not prevail against the other party in any arbitration proceeding, as well as any settlement agreement related to an arbitration. However, judgment on the award may be entered under seal in any court having jurisdiction thereof, by either party.

The parties expressly intend that any arbitration be conducted on an individual basis, so that no third parties may be consolidated or joined or allowed to proceed with class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would be contrary to the terms of this Agreement and require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from this provision of the Agreement under any circumstances, including but not limited to unlawfulness, invalidity or unenforceability.

The decision of the arbitrator(s) on the points in dispute will be binding. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, the litigation. The litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for the termination exist, the matter will be resolved through arbitration under this provision. While the arbitration remains pending, the termination for breach will not take effect.

This provision will survive any termination of this Agreement.

What is our relationship to one another

You are an independent contractor. This means we do not have an employer-employee, principal-agent, partnership, joint venture, or similar arrangement. It also means that you make independent health care treatment decisions. We do not. We do not reserve any right to control those treatment decisions. It further means that each of us is responsible for the costs, damages, claims, and liabilities that result from our own acts.

You will look to the applicable participating entity for reimbursement for the products and services under our agreement. This means that we are not financially responsible for claims payment for groups that are self-funded or that are not affiliated with us.

We may assign this agreement to any entity that is an affiliate of UnitedHealthcare Insurance Company at the time of the assignment.

This is it

This contract, the appendices and the items referenced in the attached Appendix 1, constitute our entire understanding. It replaces any other agreements or understandings with regard to the same subject matter - - oral or written - - that you have with us or any of our affiliates.

Federal law and the applicable law of the jurisdiction where you provide health care services govern our agreement. Such laws and the rules and regulations promulgated under them, when they are applicable, control and supersede our agreement. The Regulatory Appendix referenced in Appendix 1, and any attachment to it, is expressly incorporated to govern our agreement and is binding on both of us. In the event of any inconsistent or contrary language between the Regulatory Appendix (when it applies) and any other part of our agreement, including but not limited to appendices, amendments and exhibits, the Regulatory Appendix will control.

Conclusion

If you agree with these terms, please execute both copies of the agreement below and return them to us. With your signature, you confirm you understand the contract, including the dispute resolution procedures described in the section of this agreement entitled “What if we do not agree”, the appendices and the items referenced in the attached Appendix 1.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

AGREED BY:

Practitioner: Monica Heltz FNP

Address to be used for giving notice under the agreement:

Signature:

Street:

8937 TECHNOLOGY DR

Print Name
and Title:

City:

FISHERS

DBA (if
applicable):

State:

IN

Date:

Zip
Code:

46038

Email:

TIN:

351361390

National
Provider
Identification
(NPI)
Number:

1225528623

UnitedHealthcare Insurance Company, on behalf of itself and its affiliates, as signed by its authorized representative:

Signature:

Print Name:

Title:

Date:

For office use only: GD-42192484

Deal Number: 90181762

Month, day and year in which agreement is first effective:

Appendix 1

We include as part of our agreement the following additional materials that bind you and us:

Appendix 2	Definitions, Products and Services This appendix sets forth definitions for our “customer” and “participating entities” as well as lists the type of benefit contracts offered to our customers.
Payment Appendices	Fee Information Document includes: Fee Specifications Document, Fee Schedule Sample, and Additional Information About Your Fee Schedule. Further information about the fee schedule (such as additional fee samples) can be requested by writing to UnitedHealthcare, Market VP MN101-D003, 9700 Healthcare Lane, Minnetonka, MN 55343 or through our website at www.UHCprovider.com .
Appendix 3	Locations. This document provides information about your office, billing, and mailing locations. Please remember that, as described on page 2, this agreement applies to all of your locations even if you do not list all of your current locations or if you add a location in the future.
State Regulatory Requirements Appendix	In some instances, states add requirements to our agreement that are set forth in this appendix.
Medicare Regulatory Requirements Appendix	(This appendix applies only if you are in our Medicare network) Your participation in our network for customers with Medicare benefit contracts is subject to additional Medicare requirements set forth in this appendix.
Medicaid and/or CHIP Regulatory Requirements Appendix(ices)	(These appendix(ices) apply only if you are in our Medicaid and/or CHIP network.) Your participation in our network for customers with Medicaid or CHIP benefit contracts is subject to additional requirements set forth in this appendix(ices).
Administrative Guide	Our Administrative Guide governs the mechanics of our relationship. Our Administrative Guide may be viewed by going to www.UHCprovider.com, and it will also be made available to you upon request. We may make changes to the Administrative Guide or other administrative protocols upon 30 days electronic or written notice to you. Additionally, for some of the benefit contracts for which you may provide covered services under this agreement, you are subject to additional requirements of one or more additional provider manuals (“Additional Manuals”). When this agreement refers to protocols or reimbursement policies it is also referring to the Additional Manuals. An Additional Manual may be a separate document or it may be a supplement to the UnitedHealthcare Care Provider Administrative Guide (“UnitedHealthcare Administrative Guide”). For benefit contracts subject to an Additional Manual, the Additional Manual controls if it conflicts with any of the following: (1) a provision of this agreement or of the UnitedHealthcare Administrative Guide; or (2) a United protocol or

	reimbursement policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations. The Additional Manuals will be made available to you on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the benefit contracts to which they apply, are listed in Table 1 below. We may change the location of a website or the customer identification card identifier used to identify customers subject to a given Additional Manual; if we do so, we will inform you. We may make changes to the Additional Manuals subject to this provision in accordance with the provisions of this agreement relating to protocol and reimbursement policy changes. Table 1. <table><tr><th>Benefit Contract</th><th>Description of Applicable Additional Manual</th><th>Website</th></tr><tr><td colspan="3">No Additional Manuals Apply</td></tr><tr><td>Hoosier Care Connect Medicaid Benefit Contracts</td><td>Care Provider Manual for Physician, Health Care Professional, Facility and Ancillary - - Indiana -- Hoosier Care Connect</td><td>www.UHCprovider.com</td></tr></table>	Benefit Contract	Description of Applicable Additional Manual	Website	No Additional Manuals Apply			Hoosier Care Connect Medicaid Benefit Contracts	Care Provider Manual for Physician, Health Care Professional, Facility and Ancillary - - Indiana -- Hoosier Care Connect	www.UHCprovider.com
Benefit Contract	Description of Applicable Additional Manual	Website								
No Additional Manuals Apply										
Hoosier Care Connect Medicaid Benefit Contracts	Care Provider Manual for Physician, Health Care Professional, Facility and Ancillary - - Indiana -- Hoosier Care Connect	www.UHCprovider.com								
Credentialing Plan	To review our credentialing plan, visit www.UHCprovider.com. This plan requires you to carry malpractice insurance in amounts with carriers and on terms and conditions that are customary for practitioners like you in your community. To request access to, or a copy of, our credentialing plan, write to UnitedHealthcare, Market VP MN101-D003, 9700 Healthcare Lane, Minnetonka, MN 55343.									

Appendix 2

Definitions, Products and Services

Section 1. Customer. Individuals who are enrolled in benefit contracts insured or administered by us or any participating entity are included in our use of the phrase “customer” in this agreement.

Section 2. Participating entities. The following entities have access to our agreement:

- UnitedHealthcare Insurance Company and its affiliates;
- Groups receiving administrative services from UnitedHealthcare Insurance Company or its affiliates or that have arranged for network access through an entity that has contracted with UnitedHealthcare Insurance Company or one of its affiliates.

Section 3. Products and services.

a. We may allow participating entities to access your services under this agreement for the benefit contract types described in each line item below, unless otherwise specified in section 3b of this Appendix 2:

- Benefit contracts where customers are offered a network of participating providers and must select a primary physician, who in some cases must approve any care provided by other health care providers. Such benefit contracts may or may not include an out-of-network benefit.
- Benefit contracts where customers are offered a network of participating providers but are not required to select a primary physician. Such benefit contracts may or may not include an out-of-network benefit.
- Medicare Advantage Benefit Contracts.
- Hoosier Care Connect Medicaid Benefit Contracts.

b. Notwithstanding the above section 3a of this Appendix 2, this agreement will not apply to the benefit contract types described in the following line items:

- Benefit contracts where customers are not offered a network of participating providers from which they may receive covered services.
- Medicare and Medicaid Enrollees (MME) Benefit Contracts.
- Benefit contracts for Medicare Select.
- Benefit contracts for workers’ compensation benefit programs.
- Medicare Advantage Private Fee-For-Service benefit contracts and Medicare Advantage Medical Savings Account benefit contracts.
- Other Governmental Benefit Contracts.

Note: Excluding certain benefit contracts or programs from this agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for your participation in a network for such benefit contracts or programs.

Section 4. Definitions:

Note: We may adopt a different name for a particular benefit contract, and/or may modify information referenced in the definitions in this Appendix 2 regarding customer identification cards. If that happens,

section 3a or section 3b of this Appendix 2 will continue to apply to those benefit contracts as it did previously, and we will provide you with the updated information. Additionally, we may revise the definitions in this Appendix 2 to reflect changes in the names or roles of our business units, provided that doing so does not change your participation status in benefit contracts impacted by that change, and further provided that we provide you with the updated information.

MEDICARE:

- **Medicare Advantage Benefit Contracts** means benefit contracts sponsored, issued or administered by a Medicare Advantage organization as part of:
 - i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
 - ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act, as those program names may change from time to time.
- **Medicare and Medicaid Enrollees (MME) Benefit Contracts** means the CMS sponsored Financial Alignment Demonstration Plan providing integrated care benefits for individuals eligible for both the state Medicaid program and the Medicare program (Parts A, B, C and D). At such time as this benefit contract is no longer a demonstration project and is fully implemented in the state, this definition will be interpreted to refer to the fully implemented plan.

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- **Medicaid Benefit Contracts** means benefit contracts that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.
- **Hoosier Care Connect Medicaid Benefit Contracts** means Medicaid benefit contracts issued in Indiana that include a reference to “UnitedHealthcare Community Plan” and “Hoosier Care Connect (HCC)” on the face of the valid identification card of any Customer eligible for and enrolled in that benefit contract.
- **Children’s Health Insurance Program (“CHIP”) Benefit Contracts** means benefit contracts under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.
- **Other Governmental Benefit Contracts** means benefit contracts that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include benefit contracts for:
 - i) employees of a state government or a subdivision of a state and their dependents;
 - ii) students at a public university, college or school;
 - iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
 - iv) Medicaid beneficiaries;
 - v) Children’s Health Insurance Program (CHIP) beneficiaries; and
 - vi) Medicare and Medicaid Enrollees (MME).

Payment Appendix - All Payer

All Payer Fee Information Document: IN 3200A

Unless another Payment Appendix to this agreement applies specifically to a particular benefit contract as it covers a particular customer, the provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by all payers.

Payment Appendix - Medicare Advantage

Medicare Advantage Fee Information Document: IN 52468

Unless another Payment Appendix to this agreement applies specifically to a particular Medicare Advantage Benefit Contract as it covers a particular customer, the provisions of this Payment Appendix apply to covered services rendered by you to customers covered by all Medicare Advantage Benefit Contracts, as described in this agreement.

Indiana Payment Appendix

Applicability

This Payment Appendix applies to covered services rendered by you to customers covered under the following types of benefit contracts as described in the agreement:

Hoosier Care Connect Medicaid Benefit Contracts

Section 1 Definitions

Except for terms defined in this Payment Appendix or definitions incorporated from another payment appendix, all capitalized terms are defined in the agreement.

CMS: Centers for Medicare and Medicaid Services.

Section 2 Payment for Covered Services

2.1 Payment. Your contract rates for covered services are the lesser of (1) your customary charges or (2) the following:

- i) 100% of the Indiana Medicaid fee schedule published by the applicable state agency.

2.1.1 Emergency Services. For the provision of covered services for Emergency Medical Conditions rendered by you to a customer, the contract rate will be determined by using the State Medicaid Agency Autopay List.

If a diagnosis code on the claim appears on the State Medicaid Agency Autopay List, the contract rate will be 100% of the State Medicaid Agency rate.

If none of the diagnosis codes on the claim appear on the State Medicaid Agency Autopay List, and you submit required records with the clean claim, a prudent layperson review will be initiated prior to final determine of the claim in accordance with the process outlined in the United Healthcare Provider Manual. If required records are not submitted with the initial claim, and none of the diagnosis codes on the claim appear on the Autopay List, the non-emergent screening contract rate will be 100% of the State Medicaid Agency rate. If you believe the service was emergent and disagrees, they may submit a request to initiate a prudent layperson review in accordance with the process outlined in the United Healthcare Provider Manual in accordance with State Agency Medicaid Agency requirements.

If an applicable state or federal program is available to provide items or payment directly to you for specific covered services for customers subject to this Payment Appendix that would otherwise be payable under this Payment Appendix, the applicable program will apply and not this Payment Appendix. (For example, the Vaccines For Children program currently provides vaccines free of charge, and therefore no amount will be payable under this Payment Appendix for vaccines within the Vaccines For Children program. However, the administration of such vaccine may be payable under this Payment Appendix, if payment is not provided to physicians under the Vaccines For Children program for vaccine administration.)

Section 3 Billing and Filing of Claims

You will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Payment Appendix must use CPT Codes, HCPCS Codes, ICD-10-CM Codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

Section 4 Miscellaneous

- 4.1 Inclusive Rates.** The contract rates established by this Payment Appendix are all-inclusive, including without limitation any applicable taxes, for all covered services provided to the customer. Unless specifically indicated otherwise, amounts listed in this fee schedule represent global fees and may be subject to reductions based on appropriate modifiers (for example, professional and technical modifiers). Unless otherwise specified in this Payment Appendix, payment for covered services will be less any applicable co-payments, deductibles and coinsurance and is subject to the requirements set forth in the agreement and in accordance with the payment policies.
- 4.2 Routine Maintenance.** We routinely update this fee schedule in response to changes published by fee sources, such as fee amount changes and coding changes published by AMA and CMS as follows:
- i) If the state agency publishes a fee schedule change, then we will use reasonable commercial efforts to implement those changes within the timeframe required by state law or if there is no state law requirement then 90 days after final publication and will make them effective in our system on the effective date of the change by the state agency. We will apply the same percentage(s) as set forth above in sections 2.1(i) and 2.1.1, and the then current value of the published code to determine the contract rate. Claims already processed prior to the change being implemented by us will be reprocessed.
 - ii) If an entity which publishes procedure codes, such as the AMA or CMS, makes a change in codes, then we will use reasonable commercial efforts to implement those changes within 90 days after the final publication of those code changes and will make them effective in our system on the effective date of the change by the publisher of the procedure codes. We will apply the same percentage(s) as set forth above in sections 2.1, 2.1.1 and the applicable value of the published code (per subsection (i) above) to determine the contract rate. Claims already processed prior to the change being implemented by us will be reprocessed.
- 4.3 Medicaid Agency Payment Changes.** If the Medicaid agency changes the manner in which it reimburses or changes the applicable Medicaid fee source such that we are required to make significant programming or platform changes in order to implement the Medicaid agency changes, we will make commercially reasonable efforts to implement the Medicaid agency changes, within a reasonable time frame, from the date the change is published in the Medicaid agency's official correspondence to us or is otherwise formally communicated by the Medicaid agency to us. You agree that, in such a case, it will accept the current payment as set forth in this Payment Appendix until such a time as we can implement the Medicaid agency change. At such time as we are able to implement the change, we will communicate the change and the

effective date of the change via a copy of a new payment appendix. From that effective date forward, the contract rate will be calculated based on the new Medicaid agency payment.

If we are unable, through commercially reasonable efforts, to incorporate the Medicaid agency payment changes in their entirety, we will so notify you within 90 days from the date the change is published in the Medicaid agency's official correspondence to us, or otherwise formally communicated by the Medicaid agency. The parties will then negotiate in good faith for a period of up to 60 days to amend the agreement to replace this Payment Appendix with a new payment appendix and stated effective date for the new contract rates. If the parties have not reached an agreement upon such an amendment within the aforementioned 60 day period, either party may initiate dispute resolution according to this agreement.

Appendix 3 - LOCATIONS

Please remember that, as described on page 2, this agreement applies to all of your locations even if you do not list all of your current locations or if you add a location in the future.

Provider: Monica Heltz FNP			
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Primary Service Location Address:	Address: 8937 TECHNOLOGY DR		
	City: FISHERS	State: IN	Zip: 46038
	Tel #: (317) 537-0500		Fax #: (317) 401-8273

Billing Address:	Address: 2 MUNICIPAL DR		
	City: FISHERS	State: IN	Zip: 46038
	Tel #: (317) 567-5071		Fax #:

Additional Service Location Address:	Address: 8937 TECHNOLOGY DR		
	City: FISHERS	State: IN	Zip: 46038
	Tel #: (317) 537-0500		Fax #: (317) 401-8273

Billing Address:	Address: 2 MUNICIPAL DR		
	City: FISHERS	State: IN	Zip: 46038
	Tel #: (317) 567-5071		Fax #:

Mailing Address:	Address:		
	City:	State:	Zip:
	Tel #:		Fax #:

Indiana Regulatory Requirements Appendix

This Indiana Regulatory Requirements Appendix (the "Appendix") is made part of the Agreement entered into between **UnitedHealthcare Insurance Company**, contracting on behalf of itself, the entities named in the agreement, and the other entities that are United's Affiliates (collectively referred to as "United") and the health care professional or entity named in the Agreement ("Provider").

This Appendix applies to all products or benefit plans sponsored, issued or administered by or accessed through United to the extent such products are regulated under Indiana laws; provided, however, that the requirements in this Appendix will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

United and Provider each agree to be bound by the terms and conditions contained in this Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix shall control, except with regard to Benefit Plans outside the scope of this Appendix.

If any of the capitalized terms in this Appendix are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Appendix will have the same meaning as the terms (or equivalent terms) used or defined in the Agreement. For example, "Benefit Plans," as used in this Appendix, will have the same meaning as "benefit contracts"; "Customer," as used in this Appendix, will have the same meaning as "member," "enrollee," or "covered person"; "Payer," as used in this Appendix, will have the same meaning as "participating entity"; "Provider," as used in this Appendix, will have the same meaning as "Facility," "Medical Group," "Ancillary Provider," "Physician," or "Practitioner." Additionally, if the Agreement uses pronouns to refer to the contracted entities, then "United" will have the same meaning as "we" or "us," and "Provider" will have the same meaning as "you" or "your."

This Appendix will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

I. Provisions applicable to Benefit Plans regulated under Indiana insurance and/or Health Maintenance Organization (HMO) law:

1. Liability Insurance. Provider locations in the state of Indiana shall be considered adequately insured for purposes of this Agreement, with respect to Covered Services provided to Customers who reside in Indiana, if Provider has procured liability insurance through an admitted insurance company, has paid the appropriate surcharge to the State of Indiana and is in compliance with the provisions of the Indiana Medical Malpractice Act. Evidence of payment of the surcharge must be submitted to United prior to this Agreement becoming effective.

2. Amendments to this Agreement. To the extent this Agreement allows United to amend the Agreement unilaterally, United may amend this Agreement by sending a copy of the amendment to Provider at least 45 days prior to its effective date. If Provider chooses not to approve the amendment, Provider may terminate this Agreement by notifying United in writing within 15 days after receiving the amendment. Such termination will take effect 90 days after United receives the written notice from Provider. Provider will not be required to comply with the amendment if Provider chooses to terminate the Agreement, and United may not penalize Provider for choosing to terminate the Agreement. Except in the case of an emergency, Provider

is required to disclose that this Agreement is terminating to Customers before rendering Covered Services.

This provision does not apply to amendments required to comply with any state or federal regulatory authorities.

3. Disclosure. In accordance with Ind. Code Ann. § 27-8-11-4.5 and 27-13-15-1, nothing in the Agreement should be construed to prohibit Provider from disclosing (1) the terms of the Agreement as it relates to any financial or other incentives to Provider to limit medical services by Provider; or (2) any treatment options available to a Customer, including those not covered by a Customer's benefit plan. United shall not penalize Provider financially or in any other manner for making a disclosure permitted in this section I.3.

4. Prompt pay. United or Payer, as applicable, shall pay or deny claims in accordance with claims payment provisions contained in Indiana Code §§ 27-13-36.2 and 27-8-5.7, as applicable.

5. Copies of medical records. Provider shall comply with Indiana Administrative Code Title 760 §1-71 with regard to fees for copies of medical records.

6. Claims adjustments. United or Payer may not, more than two years after the date on which an overpayment on a claim was made: (1) request that Provider repay the overpayment; or (2) adjust a subsequent claim filed by Provider as a method of obtaining reimbursement of the overpayment from Provider. United or Payer may not be required to correct a payment error to a Provider more than two years after the date on which a payment on the claim was made. This provision does not apply in cases of fraud, with respect to the claim on which an overpayment or underpayment was made.

Adjusted subsequent claims for overpayments are required to have an identification of the claim on which the overpayment was made; and if ascertainable, the party financially responsible for the overpaid amount, and the amount that is being reimbursed to United or Payer through the adjusted subsequent claims.

7. No most-favored-nation. Nothing in this agreement shall: (1) prohibit, or grant United the option to prohibit, Provider from contracting with another insurer or HMO to accept a lower payment for health care services than to the payment specified in this Agreement; (2) require, or grant United the option to require, Provider to accept a lower payment from United if Provider agrees with another insurer or HMO to accept a lower payment for health care services; (3) require, or grant United an option of, termination or renegotiation of this Agreement if Provider agrees with another insurer or HMO to accept lower payment for health care services; or (4) require Provider to disclose Provider's reimbursement rates with other insurers or HMOs.

8. All Products Provision. As a condition of entering into a contract for the provision of health care services other than health care services to Customers of a health maintenance organization, Provider may not be required to provide health care services to Customers of a health maintenance organization. However, as a condition of entering into a contract for the provision of health care services other than health care services to Customers of a health maintenance organization, Provider may be required to provide health care services to Customers of a health maintenance organization in an emergency or upon referral. If Provider is required to provide health care services to Customers of a health maintenance organization in cases of emergency or referral, Provider shall be reimbursed for those services at rates established under this Agreement, but Provider shall not be required to comply with the terms and conditions of the health maintenance organization.

9. Prior Authorization. United and Provider will comply with all applicable provisions of IC 27-1-37.5 according to the timeframes specified therein, including, but not limited to the following: (a) Provider must submit and United must accept a request for prior authorization through a secure electronic transmission; and (b) Provider must notify United of any change in Provider's electronic or U.S. mail address, not more than seven days after the change is made.

II. Provisions applicable to Benefit Plans regulated under Indiana HMO law only:

1. Customer protection provision. In the event United or Payer fails to pay for Covered Services as specified by this Agreement, the Customer is not liable to Provider for any sums owed by the United or Payer. Provider may not collect or attempt to collect from a Customer any sums that are owed by United or Payer. Neither Provider nor its trustee, agent, representative, or assignee may bring or maintain any legal action against a Customer to collect sums owed by United or Payer. If Provider brings or maintains a legal action against a Customer for an amount owed to the Provider by United or Payer, Provider is liable to Customer for costs and attorney's fees incurred by the Customer in defending the legal action. Provided, however that Provider shall not be liable to the Customer for such costs and attorney's fees if Provider can demonstrate a reasonable basis for believing at the time the legal action was brought and while the legal action was maintained that United or Payer did not owe the sums Provider sought to collect from the Customer.

2. Continuation of Covered Services after termination.

(a) In the event the Agreement is terminated by United, a Customer who is hospitalized for a medical or surgical condition on the date of termination will have continuation of coverage for inpatient Covered Services. This continuation of coverage is not required after one of the following occurs: (i) the discharge of the Customer from the hospital; (ii) 60 days pass after the Agreement is terminated by United; (iii) the hospitalized Customer obtains from another carrier coverage that includes the coverage provided by United; (iv) a contract holder terminates the Customer's Benefit Plan, or United or Payer terminates the Customer's Benefit Plan as described in Ind. Code Ann. § 27-13-7-13(4) and (5); or (v) a Customer terminates his or her coverage. United or Payer may provide benefits that exceed the continuation of coverage required by this section 2(a), either in the types or time period of health care services covered, or both. This section 2(a) does not apply in the event United is placed in receivership.

(b) In the event the Agreement is terminated for United's receivership, and a Customer is receiving health care services from Provider, Provider is obligated to continue the provision of Covered Services to that Customer (i) for the duration of the contract period for which premiums have been paid, or (ii) if the Customer is hospitalized on the date of receivership for the longer of: (1) the period ending when the Customer is discharged from hospitalization; or (2) the duration of the contract period for which premiums have been paid.

3. Termination of this Agreement. Provider will give advance notice to United, in the form and for the length of time as provided in the Agreement, but in no case less than 60 days, before terminating this Agreement. In the event Provider, or the group of providers of which Provider is a part, provides 30% or more of the health care services received by Customers of United, then Provider must give advance notice to United, in the form and for the length of time as provided in the Agreement, but in no case less than 120 days before terminating the Agreement.

4. No penalty for representation or prohibition for disclosure. United may not take action against Provider solely on the basis that Provider represents a Customer in a grievance filed under Ind. Code Ann. § 27-13-10-11.

5. Confidentiality of Customer medical information. Provider shall comply with all applicable laws and regulations regarding the confidentiality of a Customer's medical information, including but not limited to those set forth in Ind. Code Ann. § 27-13-31-1.

INDIANA STATE PROGRAM
REGULATORY REQUIREMENTS APPENDIX
PROVIDER

THIS INDIANA STATE PROGRAM REGULATORY REQUIREMENTS APPENDIX (this “Appendix”) supplements and is made part of the provider agreement (the “Agreement”) between UnitedHealthcare Insurance Company or one of its Affiliates and the party named in the Agreement (“Provider”).

SECTION 1
APPLICABILITY

The requirements of this Appendix apply to benefit plans sponsored, issued or administered by UnitedHealthcare Insurance Company or one of its Affiliates (referred to in this Appendix as “United”) under the State’s Medicaid program, CHIP program and, as applicable, benefit plans for other state-based healthcare programs for low income individuals (the “State Program”) as governed by the State’s designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required by law or requested by the State to comply with federal or State regulations, United will unilaterally initiate such additions, deletions or modifications.

SECTION 2
DEFINITIONS

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Agreement. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Agreement is inconsistent with any definitions under the applicable State Program, the definitions shall have the meaning set forth under the applicable State Program.

- 2.1 Affiliate:** Those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.
- 2.2 Children’s Health Insurance Program or CHIP:** A program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and State governments and administered by the State.
- 2.3 Covered Person:** An individual who is currently enrolled with United for the provision of services under a State Program. A Covered Person may also be referred to as an Enrollee, Member or Customer under the Agreement.
- 2.4 Covered Services:** Health care services or products for which a Covered Person is enrolled with United to receive coverage under the State Contract.

- 2.5 Department:** The Indiana Department of Administration (IDOA), acting on behalf of Family and Social Services Administration (FSSA), Office of Medicaid Policy and Planning (OMPP).
- 2.6 Medicaid:** A program authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and State governments and administered by the State.
- 2.7 State:** The State of Indiana or its designated regulatory agencies.
- 2.8 State Contract:** United's contract with the Department for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the State Program.
- 2.9 State Program(s):** The Medicaid program, CHIP program and, as applicable, benefit plans for other state-based healthcare programs for low income individuals, developed and administered by the State. For purposes of this Appendix, State Program may refer to the State agency(ies) responsible for administering the applicable State Program.

SECTION 3 PROVIDER REQUIREMENTS

The State Program, through contractual requirements and federal and State statutes and regulations, requires the Agreement to contain certain conditions that United and Provider agree to undertake, which include the following:

- 3.1 Definitions Related to the Provision of Covered Services.** Provider shall follow the applicable State Contract's requirements for the provision of Covered Services. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be made on an individualized basis and in accordance with the following definitions:
- i) Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following: (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to body functions; or (3) serious dysfunction of any body organ or part.
 - ii) Emergency Services: Covered inpatient and outpatient services furnished by a provider qualified to furnish those health services and that are needed to evaluate or stabilize an Emergency Medical Condition.
 - iii) Medically Necessary or Medical Necessity: A Covered Service that is required for the care or wellbeing of a Covered Person and is provided in accordance with generally accepted standards of medical or professional practice. For a service to be reimbursable by United, it must:
 - a) be medically reasonable and necessary, as determined by United, which shall, in making that determination, utilize generally accepted standards of medical or professional practice; and
 - b) not be listed in 405 IAC 5-2-17 as a non-covered service, or otherwise excluded from coverage.
- "Medically Necessary" or "Medical Necessity" for inpatient hospital services requires that those services furnished in a hospital on an inpatient basis could not, consistent

with the provisions of the appropriate medical care, be effectively furnished more economically on an outpatient basis or by an inpatient Provider of a different type. The fact that Provider has prescribed, recommended or approved medical or allied goods, or services does not, in itself, make such care, goods or services Medically Necessary or a Medical Necessity or a Covered Service.

- 3.2 Medicaid or CHIP Participation.** Provider must be duly licensed in accordance with the appropriate state licensing board and enrolled with the State as a Medicaid or CHIP provider, as applicable to participate in United's Medicaid or CHIP network. Upon notification from the State that Provider's enrollment has been denied or terminated, United must terminate Provider immediately and will notify affected Covered Persons that Provider is no longer participating in the network. United will exclude from its network any provider who is on the State's exclusion list or has been terminated or suspended from the Medicare, Medicaid or CHIP program in any state.
- 3.3 Accessibility Standards.** Provider shall provide for timely access for Covered Person appointments in accordance with the appointment availability requirements established under the State Contract, as further described in the applicable provider manual.
- 3.4 Hours of Operation; Appointments.** Provider shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid fee-for-service if Provider serves only Medicaid beneficiaries. As applicable, Provider will make Covered Services available 24 hours a day, 7 days a week when medically necessary.
- 3.5 Hold Harmless.** Except for any applicable cost-sharing requirements under the State Contract, Provider shall look solely to United for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the State Contract and hold the State, the U.S. Department of Health and Human Services and Covered Persons harmless in the event that United cannot or will not pay for such Covered Services. In accordance with 42 CFR Part 447.15 and 42 CFR 438.106, as may be amended from time to time, the Covered Person is not liable to Provider for any services for which United is liable and as specified under the State's relevant health insurance or managed care statutes, rules or administrative agency guidance. Provider shall not require any copayment or cost sharing for Covered Services provided under the Agreement unless expressly permitted under the State Contract. In the event a copayment is required, Provider shall use best commercial efforts to collect the required copayment from the Covered Person. Provider is prohibited from charging Covered Persons for missed appointments if such practice is prohibited under the State Contract or applicable law. Neither the State, the Department nor Covered Persons shall be in any manner liable for the debts and obligations of United, even in the event of insolvency, and under no circumstances shall Provider, or any providers used to deliver services covered under the terms of the State Contract, charge Covered Persons for Covered Services.

If the medical assistance services are not Covered Services, prior to providing the service, Provider shall inform the Covered Person of the non-covered service and have the Covered Person acknowledge the information. If the Covered Person still requests the service, Provider shall obtain such acknowledgement in writing prior to rendering the service. If United determines a Covered Person was charged for Covered Services inappropriately, such payment may be recovered, as applicable.

This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

- 3.6 Indemnification.** To the extent applicable to Provider in performance of the Agreement, Provider shall indemnify, defend and hold the Department and its employees harmless from and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including court costs and attorney fees, to the extent proximately caused by any negligent act or other intentional misconduct or omission of Provider, its agents, officers, employees or contractors arising from the Agreement. The Department may waive this requirement for public entities if Provider is a state agency or sub-unit as defined by the State or a public health entity with statutory immunity. This clause shall survive the termination of the Agreement for any reason, including breach due to insolvency.
- 3.7 Provider Selection.** To the extent applicable to Provider in performance of the Agreement, Provider shall comply with 42 CFR 438.214 and IC 12-15-11-9, as may be amended from time to time, which includes, but is not limited to the selection and retention of providers, credentialing and recredentialing requirements and nondiscrimination. Provider shall meet all Department standards for credentialing and maintain State Program manual standards, including compliance with State record keeping requirements, FSSA's access and availability standards, and other quality improvement program standards. If United delegates credentialing to Provider, United will provide monitoring and oversight and Provider shall ensure that all licensed medical professionals are credentialed in accordance with United's and the State Contract's credentialing requirements.
- 3.8 Restrictions on Referrals.** Provider shall not make inappropriate referrals for designated health services to health care entities with which Provider or a member of Provider's family has a financial relationship, pursuant to federal anti-kickback and physician self-referral laws that prohibit such referrals.
- 3.9 Subcontracts.** If Provider subcontracts or delegates any functions of the Agreement, in accordance with the terms of the Agreement, the subcontract or delegation must be in writing and include all of the requirements of this Appendix, and applicable requirements of the State Contract, and applicable laws and regulations. Provider further agrees to promptly amend its agreements with such subcontractors, in the manner requested by United, to meet any additional State Program requirements that may apply to the services.
- 3.10 Records Retention.** As required under State or federal law or the State Contract, Provider shall maintain an adequate record keeping system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Covered Persons. All financial records shall follow generally accepted accounting principles. Medical records and supporting management systems shall comply with 405 IAC 1-1.4-2 and include all pertinent information related to the medical management of each Covered Person. Other records shall be maintained as necessary to clearly reflect all actions taken by Provider related to services provided under the State Contract. Provider shall retain all records including, as applicable, grievance and appeal records and any other records related to data, information, and documentation for a period of not less than 10 years from the close of the Agreement, or such other period as required by law. If records are under review or audit, they must be retained for a minimum of 10 years following resolution of such action. Prior approval for the disposal of records must be requested and approved by United if the Agreement is continuous.
- 3.11 Records Access.** Provider acknowledges and agrees that the State, the U.S. Department of Health and Human Services and other authorized federal and state personnel shall have complete access to all records pertaining to services provided to Covered Persons. Provider shall provide immediate access to facilities, records and supportive materials pertinent to the State Contract for State or Federal fraud investigators. In addition, Provider shall provide a

copy of a Covered Person's medical record to such Covered Person at no charge upon reasonable request, and shall facilitate the transfer of a Covered Person's medical record to another provider at the Covered Person's request.

3.12 Government Audit; Investigations. Provider acknowledges and agrees that the State, CMS, the Office of Inspector General, the Comptroller General, and the U.S. Department of Health and Human Services and their designees or their authorized representatives shall at any time, have the right to inspect, audit or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the State Contract and any other applicable rules, including the right to inspect and audit any records or documents of Provider and its subcontractors, and the right to inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for 10 years from the end date of the State Contract or from the date of completion of any audit, whichever is later. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services provided pursuant to the State Contract and the reasonableness of their costs.

3.13 Privacy; Confidentiality. Provider understands that the use and disclosure of information concerning Covered Persons is restricted to purposes directly connected with the administration of the State Program and shall maintain the confidentiality of Covered Person's information and records as required by the State Contract and in federal and State law including, but not limited to, all applicable privacy, security and Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and associated implementing regulations, including but not limited to 45 CFR Parts 160, 162, 164, as applicable and as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including but not limited to 42 CFR §438.224, 42 CFR Part 2, and 42 CFR Part 431, Subpart F; 42 CFR Part 434 and 42 CFR 438.3 (if applicable), as may be amended from time to time.

Access to member identifying information shall be limited by Provider to persons or agencies that require the information in order to perform their duties in accordance with this Agreement, including the U.S. Department of Health and Human Services (HHS), the Department and other individuals or entities as may be required. (See 42 CFR §431.300, et seq. and 45 CFR Parts 160 and 164.) Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. Provider is responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and State Medicaid regulations, and some other federal and State laws and regulations, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Provider shall notify United and the Department of any breach of confidential information related to Covered Persons within the time period required by applicable federal and State laws and regulations following actual knowledge of a breach, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) and provide United and the Department with an investigation report within the time period required by applicable federal

and State laws and regulations following the discovery. Provider shall work with United and the Department to ensure that the breach has been mitigated and reporting requirements, if any, complied with.

3.14 Compliance with Law. Provider shall comply with all applicable federal and State laws and regulations, including but not limited to the following to the extent applicable to Provider in performance of the Agreement:

- i) Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; Americans with Disabilities Act, and section 1557 of the Patient Protection and Affordable Care Act, and their implementing regulations, as may be amended from time to time.
- ii) All relevant federal and State statutes, regulations and orders related to equal opportunity in employment, including but not limited to compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- iii) If the Agreement is for an amount in excess of \$100,000, Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Any violations shall be reported to DHHS and the appropriate Regional Office of the Environmental Protection Agency.

3.15 Compliance with Medicaid Laws and Regulations. Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Provider in Provider’s performance of the Agreement. Provider understands that payment of a claim by United or the State is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment, termination and exclusion screening), and is conditioned on the Provider’s compliance with all applicable conditions of participation in Medicaid. Provider understands and agrees that each claim the Provider submits to United constitutes a certification that the Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Provider’s payment of a claim will be denied if Provider is terminated or excluded from participation in federal healthcare programs. Provider’s payment of a claim may be temporarily suspended if the State or United provides notice that a credible allegation of fraud exists and there is a pending investigation. Provider’s payment of a claim may also be temporarily suspended or adjusted if the Provider bills a claim with a code that does not match the service provided. United performs coding edit procedures based primarily on National Correct Coding Initiative (NCCI) policies and other nationally recognized and validated policies. Provider agrees that it will provide medical records to United upon its request in order to determine appropriateness of coding. Provider may dispute any temporarily suspended or adjusted payment consistent with the terms of the Agreement.

3.16 Physician Incentive Plans. In the event Provider participates in a physician incentive plan (“PIP”) under the Agreement, Provider agrees that such PIPs must comply with 42 CFR 417.479, 42 CFR 438.3, 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. Neither United nor Provider may make a specific payment directly or indirectly

under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of services that meet the definition of Medical Necessity.

3.17 Lobbying. Provider agrees to comply with the following requirements related to lobbying:

- i) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Provider certifies to the best of Provider's knowledge and belief, pursuant to 31 U.S.C. Section 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.18 Excluded Individuals and Entities. By signing the Agreement, Provider certifies to the best of Provider's knowledge and belief that neither it nor any of its employees, principals, nor any providers, subcontractors or consultants or persons with an ownership or controlling interest in the Provider (an owner including the Provider himself or herself), or an agent or managing employee of the Provider, with whom Provider contracts and who are providing items or services that are significant and material to Provider's obligations under the Agreement is:

- i) excluded from participation in federal health care programs under either Section 1128 or section 1128A of the Social Security Act; or
- ii) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order no. 12549 or under guidelines implementing Executive Order No. 12549; or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.

Provider acknowledges and agrees that payment will not be made for any items or Covered Services provided by an excluded individual pursuant to 42 CFR §1001.1901(b) and is obligated to screen all employees, contractors, and subcontractors for exclusion as required under applicable State and Federal laws. Additionally, Provider acknowledges that pursuant to 42 CFR §1003.102(a)(2) civil monetary penalties may be imposed against Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or

Covered Services to Covered Persons under this Agreement. Provider agrees not to employ or subcontract with individuals or entities whose owner, those with a controlling interest, or managing employees are on a State or Federal exclusion list to provide items or Covered Services under this Agreement. Provider shall immediately report to United any exclusion information discovered. Provider can search the HHS-OIG website, at no cost, by the names of any individuals or entities. The database is called LEIE and can be accessed at <http://www.oig.hhs.gov/fraud/exclusions.asp>. The GSA EPLS/SAM database can be accessed at <https://www.sam.gov>. Federal and State exclusion databases must be reviewed monthly to ensure that no employee or contractor has been excluded. Applicable state exclusion databases can be accessed through the State's Medicaid website. United will terminate the Agreement immediately and exclude from its network any provider who has been terminated from the Medicare, Medicaid or CHIP program in any state. United may also terminate the Agreement if Provider or Provider's owners, agents, or managing employees are found to be excluded on a State or Federal exclusion list.

3.19 Disclosure. Provider must be screened and enrolled into the State's Medicaid or CHIP program, as applicable, and submit disclosures to the Department on ownership and control, significant business transactions, and persons convicted of crimes, including any required criminal background checks, in accordance with 42 CFR Part 455 Subparts B and E. Provider must submit information related to ownership and control of subcontractors or wholly owned suppliers within thirty-five (35) calendar days of a request for such information in accordance with 42 CFR 455.105. Additionally, Provider must cooperate with the Department for submission of fingerprints upon a request from the Department or CMS in accordance with 42 CFR 455.434.

3.20 Cultural Competency and Access. Provider shall participate in United's and the State's efforts to promote the delivery of services in a culturally competent manner to all Covered Persons, including those with limited English proficiency, physical or mental disabilities, diverse cultural and ethnic backgrounds, and regardless of gender, sexual orientation or gender identity, and shall provide interpreter services in a Covered Person's primary language and for the hearing impaired for all appointments and emergency services. Provider shall provide information to Covered Persons regarding treatment options and alternatives, as well as information on complaints and appeals, in a manner appropriate to the Covered Person's condition and ability to understand.

Provider shall provide physical access, reasonable accommodations, and accessible equipment for Covered Persons with physical or mental disabilities.

3.21 Marketing. As required under State or federal law or the applicable State Contract, any marketing materials developed and distributed by Provider as related to the performance of the Agreement must be submitted to United to submit to the State Program for prior approval.

3.22 Fraud, Waste and Abuse Prevention. Provider shall cooperate fully with United's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, waste, and abuse in the administration and delivery of services under the State Contract and shall cooperate and assist the Department and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, waste, and abuse in state and/or federal health care programs.

In accordance with United's policies and the Deficit Reduction Act of 2005 (DRA), Provider shall have written policies for its employees, contractors or agents that: (a) provide detailed information about the federal False Claims Act (established under sections 3729 through 3733 of title 31, United States Code), including, if any entity makes or receives annual

payments under the State Program of at least \$5,000,000, such entity must establish certain minimum written policies and information communicated through an employee handbook relating to the Federal False Claims Act in accordance with 42 CFR §438.600; (b) cite administrative remedies for false claims and statements (established under chapter 38 of title 31, United States Code) and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in section 1128B(f)), include as part of such written policies, detailed provisions regarding Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Provider agrees to train its staff on the aforesaid policies and procedures.

- 3.23 Electronic Visit Verification (EVV).** Provider shall cooperate with State requirements for electronic visit verification for personal care services and home health services, as applicable.
- 3.24 Data; Reports.** Provider shall cooperate with and release to United any information necessary for United to perform its obligations under the State Contract to the extent applicable to Provider in performance of the Agreement, including the timely submission of reports and information required by United, in the format specified by United and the State. Such reports shall include child health check-up reporting, if applicable, as well as complete and accurate encounter data in accordance with the requirements of United and the State. Data must be provided at the frequency and level of detail specified by United or the State. By submitting data to United, Provider represents and attests to United and the State that the data is accurate, complete and truthful, and upon United's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.
- 3.25 Encounter Data.** Provider agrees to cooperate with United to comply with United's obligation to prepare timely encounter data submissions, reports, and clinical information including, without limitation, child and adolescent health check-up reporting, EPSDT encounters, and cancer screening encounters, as applicable, and such other reporting regarding Covered Services as may be required under the State Contract. Encounter data must be accurate and include all services furnished to a Covered Person, including capitated provider's data and rendering provider information. Encounter data must be provided within the timeframes specified and in a form that meets United and State requirements. By submitting encounter data to United, Provider represents to United that the data is accurate, complete and truthful, and upon United's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.
- 3.26 Claims Information.** Provider shall promptly submit to United the information needed to make payment and shall identify third party liability coverage, including Medicare and other insurance, and if applicable seek such third party liability payment before submitting claims to United. Provider understands and agrees that each claim Provider submits to United constitutes a certification that the claim is true and accurate to the best of Provider's knowledge and belief and that the Covered Services are 1) Medically Necessary and 2) have been provided to the Covered Person prior to submitting the claim. All claims for services rendered to Covered Persons that do not involve a third-party payer must be submitted to United within ninety (90) calendar days from the date of service.
- 3.27 Insurance Requirements.** As applicable, Provider shall secure and maintain during the term of the Agreement insurance appropriate to the services to be performed under the Agreement.

- 3.28 Licensure.** Provider represents that it is currently licensed and/or certified under applicable State and federal statutes and regulations and by the appropriate State licensing body or standard-setting agency, as applicable. Provider represents that it is in compliance with all applicable State and federal statutory and regulatory requirements of the Medicaid program and that it is eligible to participate in the Medicaid program. Provider represents that it does not have a Medicaid provider agreement with the Department that is terminated, suspended, denied, or not renewed as a result of any action of the Department, CMS, HHS, or the Medicaid Fraud Control Unit of the State's Attorney General. Provider shall maintain at all times throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated to Provider by United under the Agreement. If at any time during the term of the Agreement, Provider is not properly licensed as described in this Section, Provider shall discontinue providing services to Covered Persons. Claims for services performed during any period of noncompliance with these license requirements will be denied.
- 3.29 Clinical Laboratory Improvements Act (CLIA) certification or waiver.** As applicable, if Provider performs any laboratory tests on human specimens for the purpose of diagnosis and/or treatment, Provider agrees to acquire and maintain the appropriate CLIA certification or waiver for the type of laboratory testing performed. Provider further agrees to provide a copy of the certification if requested by United. A State authorized license or permit that meets the CLIA requirements may be substituted for the CLIA certificate pursuant to State law. Medicare and Medicaid programs require the applicable CLIA certification or waiver for the type of services performed as a condition of payment. Provider must include the appropriate CLIA certificate or waiver number on claims submitted for payment for laboratory services.
- 3.30 Quality; Utilization Management.** Pursuant to any applicable provider manuals and related protocols, or as elsewhere specified under the Agreement, Provider agrees to cooperate with United's quality improvement and utilization review and management activities. This shall include, but not be limited to, participation in any internal and external quality assurance, utilization review, peer review, and grievance procedures established by United or as required under the State Contract to ensure that Covered Persons have due process for their complaints, grievances, appeals, fair hearings or requests for external review of adverse decisions made by United or Provider. Provider shall adhere to the quality assurance and utilization review standards of the State Program and shall monitor quality and initiate corrective action to improve quality consistent with the generally accepted level of care.
- 3.31 Non-Discrimination.** Provider will not discriminate against Covered Persons on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation gender identity, or disability.
- 3.32 Immediate Transfer.** Provider shall cooperate with United in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.
- 3.33 Transition of Covered Persons.** In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Provider shall work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Contract or otherwise required by law.
- 3.34 Continuity of Care.** Provider shall cooperate with United and provide Covered Persons with continuity of treatment, including coordination of care to the extent required under law and

according to the terms of the Agreement, in the event Provider's participation with United terminates during the course of a Covered Person's treatment by Provider, except in the case of adverse reasons on the part of Provider.

In the case of Primary Medical Providers, Provider must continue care for a Covered Person after termination of participation with United for a minimum of thirty (30) days, or until the Covered Person's treatment can be successfully transferred to another Primary Medical Provider.

- 3.35 Health Records.** Provider agrees to cooperate with United to maintain and share a health record of all services provided to a Covered Person, as appropriate and in accordance with applicable laws, regulations and professional standards.
- 3.36 Advance Directives.** When applicable, Provider shall comply with the advance directives requirements for hospitals, nursing facilities, providers of home and health care and personal care services, hospices, and HMOs as specified in 42 CFR Part 489, subpart I, 42 CFR § 417.436(d), 42 CFR § 422.128, and 42 CFR 438.3(i).
- 3.37 National Provider ID (NPI).** If applicable, Provider shall obtain a National Provider Identification Number (NPI).
- 3.38 Termination.** Provider may terminate, without cause upon ninety (90) days' prior written notice to United:
- i) its participation status in the State Programs (under Section 1 of Appendix 2 or other applicable provision within the Agreement); or
 - ii) the Agreement, in the event the State Programs are the only Benefit Plans provider participates in under the Agreement.
- In the event of any such termination, Provider shall promptly supply to United all information necessary for the reimbursement of any outstanding Medicaid claims.
- 3.39 Health Care Acquired/Preventable Conditions.** Provider agrees that no payment shall be made for the provision of medical assistance for health care acquired conditions and other provider preventable conditions as may be identified by the State. As a condition of payment, Provider shall identify and report to United any provider preventable conditions in accordance with 42 CFR §§ 434.6(a)(12), 438, including but not limited to § 438.3(g), and § 447.26.
- 3.40 Overpayment.** Provider shall to report to United when it has received an overpayment and will return the overpayment to United within 60 calendar days after the date on which the overpayment was identified. Provider will notify United in writing of the reason for the overpayment.

SECTION 4

ADDITIONAL PROVIDER REQUIREMENTS FOR SPECIFIC ACTIVITIES

- 4.1 Mental Health and Substance Use Providers.** Providers who provide Mental Health and Substance Use services to Covered Persons must provide for services to be delivered in compliance with the requirements of 42 CFR 438.3 subpart K insofar as those requirements are applicable. Such Providers shall ask and encourage Covered Persons to sign a consent that permits the release of substance use treatment to United and other providers who provide services to that Covered Person. As applicable, Provider shall ensure that Covered Persons receiving inpatient psychiatric services are scheduled for outpatient follow-up and/or

continuing treatment prior to discharge and shall share behavioral health treatment information with United and such Covered Person's Primary Medical Provider (including the summary of treatment sessions, primary and secondary diagnoses, assessment findings, medications and psychotherapy prescribed). Such follow-up treatment must be provided within seven (7) calendar days from the date of discharge.

- 4.2 Long-Term Services and Supports (LTSS) Providers.** Any LTSS Covered Services under the State Contract that could be authorized through a waiver under section 1915(c) of the Social Security Act (the "Act") or a State Program amendment authorized through sections 1915(i) or 1915(k) of the Act must be delivered in settings consistent with 42 C.F.R. § 441.301(c)(4).

SECTION 5 UNITED REQUIREMENTS

- 5.1 Prompt Payment.** United shall pay Provider pursuant to the State Contract and applicable State and federal law and regulations, including but not limited to 42 CFR 447.46, 42 CFR 447.45(d)(2), 42 CFR 447.45(d)(3), 42 CFR 447.45(d)(5) and 42 CFR 447.45(d)(6), as applicable and as may be amended from time to time. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Contract. Unless United otherwise requests assistance from Provider, United will be responsible for third party collections in accordance with the terms of the State Contract.
- 5.2 No Incentives to Limit Medically Necessary Services.** United shall not structure compensation provided to individuals or entities that conduct utilization management and concurrent review activities so as to provide incentives for the individual or entity to deny, limit, or discontinue Medically Necessary services to any Covered Person.
- 5.3 Provider Discrimination Prohibition.** United shall not discriminate with respect to participation, reimbursement, or indemnification of a provider who is acting within the scope of the provider's license or certification under applicable State law, solely on the basis of such license or certification. United shall not discriminate against Provider for serving high-risk Covered Persons or if Provider specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting United from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by United that are designed to maintain quality of care practice standards and control costs.
- 5.4 Communications with Covered Persons.** United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person for the following:
- i) The Covered Person's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
 - ii) Any information the Covered Person needs in order to decide among all relevant treatment options;
 - iii) The risks, benefits, and consequences of treatment or non-treatment; or

- iv) The Covered Person's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

United also shall not prohibit a Provider from advocating on behalf of a Covered Person in any grievance system, utilization review process, or individual authorization process to obtain necessary health care services.

- 5.5 Termination, Revocation and Sanctions.** In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities United delegates to Provider under the Agreement or impose other sanctions consistent with the State Contract if in United's reasonable judgment Provider's performance under the Agreement is inadequate. United shall also have the right to suspend, deny, refuse to renew or terminate Provider in accordance with the terms of the State Contract and applicable law and regulation,

In accordance with IC 12-15-30-5, subcontracts, including provider agreements, cannot extend beyond the term of the State Contract but may automatically renew if the State Contract is re-awarded by subsequent procurement. Provider's participation in the Benefit Plans will terminate in the event the State Contract is terminated.

SECTION 6 OTHER REQUIREMENTS

- 6.1 Compliance with State Contract.** All tasks performed under the Agreement shall be performed in accordance with the requirements of the applicable State Contract, as set forth in this Appendix, applicable provider manuals, and protocols, policies and procedures that United has provided or delivered to Provider. The applicable provisions of the State Contract are incorporated into the Agreement by reference. Nothing in the Agreement relieves United of its responsibility under the State Contract. If any provision of the Agreement is in conflict with provisions of the State Contract, the terms of the State Contract shall control and the terms of the Agreement in conflict with those of the State Contract will be considered waived.
- 6.2 Monitoring.** United shall perform ongoing monitoring (announced or unannounced) of services rendered by Provider under the Agreement and shall perform periodic formal reviews of Provider according to a schedule established by the State, consistent with industry standards or State managed care organization laws and regulations or requirements under the State Contract. As a result of such monitoring activities, United shall identify to Provider any deficiencies or areas for improvement mandated under the State Contract and Provider and United shall take appropriate corrective action. Provider shall comply with any corrective action plan initiated by United and/or required by the State Program. In addition, Provider shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which United and Provider practice and/or the performance standards established under the State Contract.
- 6.3 Enrollment.** The parties acknowledge and agree that the State Program is responsible for enrollment, reenrollment and disenrollment of Covered Persons.
- 6.4 No Exclusivity.** Nothing in the Agreement or this Appendix shall be construed as prohibiting or penalizing Provider for contracting with a managed care organization other than United or as prohibiting or penalizing United for contracting with other providers.

6.5 Delegation. The parties agree that, prior to execution of the Agreement, United evaluated Provider's ability to perform any duties delegated to Provider under the Agreement. Any delegated duties and reporting responsibilities shall be set forth in the Agreement or other written delegation agreement or addendum between the parties. United shall have the right to revoke any functions or activities United delegates to Provider under the Agreement if in United's reasonable judgment Provider's performance under the Agreement is inadequate.

MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX

THIS MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX (“Appendix”) supplements and is made part of the network participation agreement (“Agreement”) between UnitedHealthcare Insurance Company and/or one or more of its affiliates (“United”) and the physician or provider named in the Agreement (“Provider”).

SECTION 1 APPLICABILITY

This Appendix applies to the Covered Services Provider provides to Medicare Advantage Customers. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except: (1) with regard to Benefit Plans outside the scope of this Appendix; (2) as noted in Section 2 of this Appendix; or (3) as required by applicable law.

SECTION 2 DEFINITIONS

For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix is in conflict with any definition in the Agreement for the same or substantially similar term, the definition for such term in the Agreement shall control. All other capitalized terms not otherwise defined in this Appendix shall be as defined in the Agreement.

2.1 Benefit Plan: A certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer. Benefit Plan may also be referred to as benefit contract, benefit document, plan, or other similar term under the Agreement.

2.2 CMS Contract: A contract between the Centers for Medicare & Medicaid Services (“CMS”) and a Medicare Advantage Organization for the provision of Medicare benefits pursuant to the Medicare Advantage Program under Title XVIII, Part C of the Social Security Act.

2.3 Cost Sharing: Those costs, if any, under a Benefit Plan that are the responsibility of the Customer, including deductibles, coinsurance, and copayments. Cost Sharing may also be referred to as patient expenses or other similar term under the Agreement.

2.4 Covered Service: A health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer’s Benefit Plan with that Payer. A Covered Service may also be referred to as a health service or other similar term under the Agreement.

2.5 Customer: A person eligible and enrolled to receive coverage from a Payer for Covered Services. A Customer may also be referred to as an enrollee, member, patient, covered person, or other similar term under the Agreement.

2.6 Dual Eligible Customer: A Medicare Advantage Customer who is: (a) eligible for Medicaid; and (b) for whom the state is responsible for paying Medicare Part A and B Cost Sharing.

2.7 Medicare Advantage Benefit Plans: Benefit Plans sponsored, issued or administered by a Medicare Advantage Organization as part of the Medicare Advantage program or as part of the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act (as those program names may change from time to time).

2.8 Medicare Advantage Customer or MA Customer: A Customer eligible for and enrolled in a Medicare Advantage Benefit Plan in which Provider participates pursuant to the Agreement.

2.9 Medicare Advantage Organization or MA Organization: For purposes of this Appendix, MA Organization is either United or Payer.

2.10 Payer: An entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan and authorized by United to access Provider's services under the Agreement. A Payer may also be referred to as a payor, participating entity, or other similar term under the Agreement.

SECTION 3 PROVIDER REQUIREMENTS

3.1 Data. Provider shall submit to MA Organization all risk adjustment data as defined in 42 CFR § 422.310(a), and other Medicare Advantage program-related information as may be requested by MA Organization, within the timeframes specified and in a form that meets Medicare Advantage program requirements. By submitting data to MA Organization, Provider represents to MA Organization, and upon MA Organization's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information, and belief.

3.2 Policies. Provider shall comply with MA Organization's policies and procedures.

3.3 Customer Protection. Provider agrees that in no event including, but not limited to, non-payment by MA Organization or an intermediary, insolvency of MA Organization or an intermediary, or breach by United of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any MA Customer or person (other than MA Organization or an intermediary) acting on behalf of the MA Customer for Covered Services provided pursuant to the Agreement or for any other fees that are the legal obligation of MA Organization under the CMS Contract. This provision does not prohibit Provider from collecting from MA Customers allowable Cost Sharing. For the purpose of this provision, an "intermediary" is a person or entity authorized to negotiate and execute the Agreement on behalf of Provider or on behalf of a network through which Provider elects to participate. In the event of MA Organization's or an intermediary's insolvency or other cessation of operations or termination of MA Organization's contract with CMS, Provider shall continue to provide Covered Services to an MA Customer through the later of the period for which premium has been paid to MA Organization on behalf of the MA Customer, or, in the case of an MA Customer who is hospitalized as of such period or date, the MA Customer's discharge.

This provision shall be construed in favor of the MA Customer, shall survive the termination of the Agreement regardless of the reason for termination, including MA Organization's insolvency, and shall supersede any contrary agreement, oral or written, between Provider and an MA Customer or the representative of an MA Customer if the contrary agreement is inconsistent with this provision.

3.4 Dual Eligible Customers. Provider agrees that in no event including, but not limited to, non-payment by a state Medicaid agency or other applicable regulatory authority, other state source, or breach by United of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Dual Eligible Customer, person acting on behalf of the Dual Eligible Customer, or MA Organization (unless notified otherwise) for Medicare Part A and B Cost Sharing. Instead, Provider will either: (a) accept payment made by or on behalf of MA Organization as payment in full; or (b) bill the appropriate state source for such Cost Sharing amount. If Provider imposes an excess charge on a Dual Eligible Customer, Provider is subject to any lawful sanction that may be imposed under Medicare or Medicaid.

3.5 Eligibility. Provider agrees to immediately notify MA Organization in the event Provider is or becomes excluded from participation in any federal health care program under Section 1128 or 1128A of the Social Security Act, or is or becomes included on the preclusion list under Part 422 of the Code of Federal Regulations. Provider shall not be eligible for payment from MA Organization after the date or during the time period specified by the applicable regulatory authorities. Provider also shall not employ or contract for the provision of health care services, utilization review, medical social work or administrative services, with or without compensation, with any individual or entity that is or becomes excluded from participation in any federal health care program under Section 1128 or 1128A of the Social Security Act or is or becomes included on the preclusion list under Part 422 of the Code of Federal Regulations. MA Customers shall not have any financial liability and Provider shall not pursue MA Customer for financial liability for services or items furnished by an individual or entity that is excluded from participation in any federal health care program under Section 1128 or 1128A of the Social Security Act or is included on the preclusion list under Part 422 of the Code of Federal Regulations. Provider shall be financially liable for those services or items after the date or during the time period specified by the applicable regulatory authorities.

3.6 Laws. Provider shall comply with all applicable federal and Medicare laws, regulations, and CMS instructions.

3.7 Federal Funds. Provider acknowledges and agrees that MA Organization receives federal payments under the CMS Contract and that payments Provider receives from or on behalf of MA Organization are, in whole or in part, from federal funds. Provider is therefore subject to certain laws that are applicable to individuals and entities receiving federal funds.

3.8 CMS Contract. Provider shall perform the services set forth in the Agreement in a manner consistent and compliant with MA Organization's contractual obligations under the CMS Contract.

3.9 Records.

- (a) Privacy and Confidentiality; Customer Access. Provider shall safeguard MA Customer privacy and confidentiality including, but not limited to, the privacy and confidentiality of any information that identifies a particular MA Customer, and shall comply with all federal and state laws regarding confidentiality and disclosure of medical records or other health and enrollment information. Provider shall ensure that MA Customers have timely access to medical records and information that pertain to them, in accordance with applicable law.
- (b) Retention. Provider shall maintain records and information related to the services provided under the Agreement including, but not limited to, MA Customer medical records and other health and enrollment information, in an accurate and timely manner. Provider shall maintain such records for the longer of the following periods:
 - (i) in the case of records containing information related to the medical loss ratio information reported to CMS by the MA Organization, including, for example, information related to incurred claims and quality improvement activities, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the MA Organization, or
 - (ii) in the case of all other records, at least ten (10) years from the final date of the CMS Contract period in effect at the time the records were created, or such longer period as required by law.
- (c) Government Access to Records. Provider acknowledges and agrees that the U.S. Department of Health and Human Services, the Comptroller General, or their designees shall have the right (directly or through the MA Organization) to audit, evaluate, collect, and inspect any pertinent books, contracts, computer or other electronic systems (including medical records and documentation), and other records and information of Provider related to the CMS Contract. Provider shall make available to its

premises, physical facilities, and equipment, records relating to MA Customers and any additional relevant information CMS may require. This right shall extend through the longer of the time periods identified in subsection 3.9(b)(i) and (ii), or ten (10) years from date of completion of any audit, whichever is later in time.

- (d) MA Organization Access to Records. Provider shall grant MA Organization or its designees such audit, evaluation, collection and inspection rights identified in subsection 3.9(c) as are necessary for MA Organization to comply with its obligations under the CMS Contract. Whenever possible, MA Organization will give Provider reasonable notice of the need for such audit, evaluation, collection, or inspection, and will conduct such audit, evaluation, collection, or inspection at a reasonable time and place. Provider shall submit medical records of MA Customers to the MA Organization as may be requested, within the timeframes specified, for (i) the purpose of CMS audits of risk adjustment data, and (ii) other purposes medical records from providers are used by MA Organization, as specified by CMS.

3.10 MA Organization Accountability; Delegated Activities. Provider acknowledges and agrees that MA Organization oversees and is accountable to CMS for any functions and responsibilities described in the CMS Contract and applicable Medicare Advantage regulations, including those that MA Organization may delegate to Provider or others. If MA Organization has delegated any of its functions and responsibilities under the CMS Contract to Provider pursuant to the Agreement, the following shall apply in addition to the other provisions of this Appendix:

- (a) Provider shall perform those delegated activities specified in the Agreement, if any, and shall comply with any reporting responsibilities as set forth in the Agreement.
- (b) If MA Organization has delegated to Provider any activities related to the credentialing of health care providers, Provider must comply with all applicable CMS requirements for credentialing including, but not limited to, the requirement that the credentials of medical professionals must either be reviewed by MA Organization, or the credentialing process must be reviewed, pre-approved, and audited on an ongoing basis by MA Organization.
- (c) If MA Organization has delegated to Provider the selection of health care providers to be participating providers in MA Organization's Medicare Advantage network, MA Organization retains the right to approve, suspend, or terminate the participation status of such health care providers.
- (d) Provider acknowledges that MA Organization shall monitor Provider's performance of any delegated activities on an ongoing basis. If MA Organization or CMS determines that Provider has not performed satisfactorily, MA Organization may revoke any or all delegated activities and reporting requirements. Provider shall cooperate with MA Organization regarding the transition of any delegated activities or reporting requirements that have been revoked by MA Organization.

3.11 Subcontracts. If Provider has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries, or any other subcontractors, directly or through another person or entity, to perform any of the services Provider is obligated to perform under the Agreement that are the subject of this Appendix, Provider shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Appendix. Provider shall provide proof of such to MA Organization upon request. Provider further agrees to promptly amend its agreements with such subcontractors, in a manner consistent with the changes made to this Appendix by MA Organization, to meet any additional CMS requirements that may apply to the services.

3.12 Offshoring. All services provided pursuant to the Agreement that are subject to this Appendix and that involve MA Customer's protected health information ("PHI") must be performed within the United States, the District of Columbia, or the United States territories, unless Provider previously

notifies MA Organization in writing and submits required offshoring information to, and receives approval from, MA Organization.

SECTION 4 OTHER

4.1 Payment. MA Organization or its designee shall promptly process and pay or deny Provider's claim no later than sixty (60) days after MA Organization or its designee receives all appropriate information as described in MA Organization's administrative procedures. If Provider is responsible for making payment to subcontracted providers for services provided to MA Customers, Provider shall promptly process and pay or deny them no later than sixty (60) days after Provider receives request for payment for those services from subcontracted providers.

4.2 Regulatory Amendment. MA Organization may unilaterally amend this Appendix to comply with applicable laws and regulations and the requirements of applicable regulatory authorities including, but not limited to, CMS. MA Organization shall provide written or electronic notice to Provider of such amendment and its effective date. Unless such laws, regulations, or regulatory authority(ies) direct otherwise, the signature of Provider will not be required in order for the amendment to take effect.

AMENDMENT TO PARTICIPATION AGREEMENT FOR VETERANS AFFAIRS COMMUNITY CARE PROGRAM

UnitedHealthcare Insurance Company, contracting on behalf of itself, and the other entities that are United's Affiliates (collectively referred to as "United") and Monica Heltz FNP ("Provider") are parties to a Participation Agreement (the "**Agreement**") under which Provider participates in United's network of participating providers.

This amendment to the Agreement (this "**Amendment**") is effective on the effective date of the Agreement (the "**Amendment Effective Date**").

RECITALS

- A. Optum Public Sector Solutions, Inc. ("Optum") is a United Affiliate.
- B. Optum Public Sector Solutions, Inc., in response to solicitation number VA791-16-R-0086, submitted a bid to the United States Government to provide a Community Care Network ("VA CCN") for the Department of Veterans Affairs ("the VA") on a self-funded basis for the provision of health and administrative services to its Enrolled Eligible Veterans (as defined below). In response to Optum's bid, Optum was awarded a Prime Contract by the VA for VA CCN Region 2 (the "Prime Contract").
- C. United wants to make Provider's services available to Enrolled Eligible Veterans, and Provider wishes to provide those services, under the terms and conditions set forth in this Amendment.

The parties to this Amendment agree to the following:

ARTICLE I DEFINITIONS

The following terms when used in this Amendment have the meanings set forth below. Capitalized terms in this Amendment but not defined in this Amendment will have the meaning set forth in the Agreement. If there is a conflict between the terms of the Agreement and this Amendment concerning the VA CCN, the term set forth in this Amendment will govern for the VA CCN.

- 1.1 Approved Referral.** An Approved Referral constitutes an authorized service under the VA CCN Requirements (as defined below). Approved Referrals will support a specific plan of care as it relates to a specified number or visits and/or services approved for the individual Enrolled Eligible Veteran over a specified period of time not to exceed one (1) year.
- 1.2 Enrolled Eligible Veteran.** A person who is enrolled in VA's patient enrollment system established and operated under 38 U.S.C. Section 1705, and is eligible to receive care in the community as determined by the VA.
- 1.3 Clean Claim.** A Clean Claim means a claim for payment for Contracted Services that contains all the required data elements necessary for adjudication, without requesting supplemental information from the submitter, as required by the VA CCN Requirements.
- 1.4 Contracted Services.** Covered Services that are within Provider's scope of practice and provided to an Enrolled Eligible Veteran pursuant to VA CCN Requirements in effect at the time services are rendered and compensated in accordance with this Amendment and VA CCN Requirements.

- 1.5 **Covered Services.** The health care services and supplies that are covered under the VA CCN as described in 38 CFR 17.38 and for which Provider has received an Approved Referral or Prior Authorization.
- 1.6 **Days.** All days referenced in this Amendment and its Exhibits or in the Provider Manual are calendar days unless otherwise noted.
- 1.7 **Emergent Care.** Medical care required within twenty-four (24) hours or less essential to evaluate and stabilize conditions of an emergent need that if not provided may result in unacceptable morbidity/pain if there is significant delay in the evaluation or treatment.
- 1.8 **Emergent Healthcare Need.** Conditions of one's health that may result in the loss of life, limb, vision, or result in unacceptable morbidity/pain when there is significant delay in evaluation or treatment.
- 1.9 **Standard Episode of Care.** A set of clinically related healthcare services for a specific unique illness or medical condition (diagnosis and/or procedure) provided by an authorized provider during a defined authorized period of time not to exceed one year.
- 1.10 **Provider.** A facility, ancillary provider, physician, physician organization, other health care professional, supplier, or other entity engaged in the delivery of health care services that is licensed and/or certified as required under applicable law, and has been duly credentialed by United or its designee and is subject to an effective written Amendment directly with United, or indirectly through another entity (such as another provider), to provide Covered Services to Eligible Veterans.
- 1.11 **Provider Manual.** The VA Community Care Network Provider Manual (the "Provider Manual") is added to Table 1 in the Additional Manuals Appendix of the Agreement, and will be an "Additional Manual," as that term is defined in the Additional Manuals Appendix. It will include manuals and handbooks provided by the VA or United for use by Providers. The Provider Manual will be updated from time to time, and United may implement changes to the Provider Manual without Provider's consent if the change is applicable to all or substantially all providers of the same type offering similar services in United's VA CCN. Such changes will be communicated to providers through amendments, updates at vacommunitycare.com or its successor, provider newsletters, bulletins or supplemental manuals or handbooks. If a change to the Provider Manual is material, United will use reasonable commercial efforts to inform Provider via written or electronic notice thirty (30) days in advance of the material change, unless a shorter period is necessary to meet United's obligations to the VA.
- 1.12 **Prior Authorization.** A required process through which VA reviews and approves certain medical services to ensure the medical necessity and appropriateness of care, prior to services being rendered within a specified timeframe from a non-VA provider or additional resources in the community. This type of process requires Prior Authorization to be obtained "prior to" the specified service.
- 1.13 **Provider Professional.** The physicians, practitioners, and allied health professionals who have been accepted by United to provide Contracted Services to Enrolled Eligible Veteran.
- 1.14 **Reimbursement Rate.** The payment made to Provider for Covered Services provided to an Enrolled Eligible Veteran as set forth in the Payment Appendix to this Amendment. The Reimbursement Rate is calculated in accordance with the VA CCN Requirements. In no event will the Reimbursement Rate exceed the maximum allowed by the VA CCN Requirements.

- 1.15 **State.** The state or states in which Provider is to provide Covered Services under this Amendment.
- 1.16 **United VA CCN Policies.** The policies, procedures and programs utilized by United for VA CCN and applicable to Provider in effect at the time services are rendered to an Enrolled Eligible Veteran, including, without limitation, the Provider Manual, credentialing and quality management and improvement programs, fraud detection and recovery procedures, eligibility verification, payment and coding guidelines, anti-discrimination requirements, utilization management, case management and disease management plans and programs, grievance and appeal procedures, consultation report policy and procedure, and provider dispute and/or administrative review processes. The United VA CCN Policies are documented and may be modified from time to time through revisions, supplements, modifications or amendments, and provider may be made aware of material modifications through written or electronic notice via modification notices, amendments, provider newsletters, updates at vacommunitycare.com or its successor, bulletins or supplemental releases.
- 1.17 **VA CCN Requirements.** VA CCN Requirements means laws, regulations, and requirements applicable to VA CCN as may be amended, including but not limited to Title 38, United States Code, Chapter 81, Title 38 Code of Federal Regulations, Chapter 1, Part 17, the Prime Contract, and the United VA CCN Policies.
- 1.18 **VA Benefit Plan.** Benefit Plans sponsored, issued, or administered by the VA for veterans enrolled in the patient enrollment system established and operated by the VA under 38 U.S.C. Section 1705.

ARTICLE II PROVIDER OBLIGATIONS

- 2.1 **Provision of Services.** Provider shall render Contracted Services to Enrolled and Eligible Veterans, in accordance with the terms and conditions of this Amendment, including all VA CCN Requirements. Provider shall be solely responsible for the quality of Contracted Services rendered by Provider to Enrolled Eligible Veterans. In the event Provider or Provider Professional is uncertain as to whether a service is a Covered Service, Provider or Provider Professional shall contact the VA, as directed in the Provider Manual and vacommunitycare.com, or its successor, to obtain a coverage determination prior to rendering services, except in an Emergent Healthcare Need.
- 2.2 **Provider Education.** Provider shall participate in, and shall require all Provider Professionals to participate in the VA CCN education efforts described in the Provider Manual.
- 2.3 **Credentialing of Provider Professionals.** Provider shall ensure that each Provider Professional submits to United, or its designee, a credentialing application that meets the requirements of United, to the extent they are subject to credentialing. The credentialing application must be approved by United or its designee prior to any performance taking place by such Provider or Provider Professional under this Amendment.
- 2.4 **Office Availability/Access.** Provider shall maintain such offices, equipment, patient service personnel and allied health personnel as may be necessary to provide Contracted Services. Provider shall provide Contracted Services under this Amendment at Provider's offices during normal business hours, and shall be available, or obtain coverage referenced in Section 2.5, to Enrolled Eligible Veterans by telephone twenty-four (24) hours a day, seven (7) days a week for consultation on medical concerns. Further, Provider shall be available, or obtain coverage referenced in Section

2.5, to provide Contracted Services on an Emergent Care basis twenty-four (24) hours a day, seven (7) days a week.

2.5 Coverage. Provider shall arrange for coverage, in the event of Provider Professional's illness, vacation or other absence from his or her practice, and shall ensure that such coverage is by a Provider. Provider shall ensure that the covering professional abides by the terms of this Amendment.

2.6 Notice of Adverse Action. Provider shall provide written notice to United within five (5) calendar days of the occurrence of any of the following:

- a) Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's license or authorization to provide Contracted Services;
- b) Any suit or arbitration action brought by a patient against Provider or a Provider Professional for malpractice. In addition, Provider shall send United a summary of the final disposition of such action;
- c) Any misdemeanor conviction or felony information or indictment naming Provider or a Provider Professional. In addition, Provider shall send United a summary of the final disposition thereof;
- d) Any disciplinary proceeding or action naming Provider or a Provider Professional before an administrative agency in any state. In addition, Provider shall send United a summary of the final disposition thereof;
- e) Any cancellation or material modification of the professional liability insurance required to be carried by Provider or a Provider Professional under the terms of this Amendment;
- f) Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's participation in Medicare, Medicaid or CHAMPUS, VA CCN or any succeeding program. In addition, Provider shall send United a summary of the final disposition thereof;
- g) Any material Enrolled Eligible Veteran complaints against Provider or a Provider Professional; or
- h) Any other event or situation that could materially affect Provider's ability to carry out Provider's duties and obligations under this Amendment.
- i) Any other event or situation that could materially affect Provider's ability to carry out Provider's duties and obligations under this Amendment.

2.7 Non-Discrimination. Provider shall not discriminate against any Enrolled Eligible Veteran in the provision of Contracted Services hereunder, whether on the basis of the Enrolled Eligible Veteran's coverage under the VA CCN age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services, equipment, pharmaceuticals or supplies, or other unlawful basis including, without limitation, the filing by such Enrolled Eligible Veteran of any complaint, grievance or legal action against Provider or United. Provider shall make reasonable accommodations for Enrolled Eligible Veteran with disabilities or handicaps, in accordance with

all applicable law, including but not limited to, providing such auxiliary aides and services to Enrolled Eligible Veterans at Provider's expense as are reasonable, necessary and appropriate for the proper rendering of Contracted Services.

2.8 Clinical Quality Monitoring Plan. Provider shall comply with all provisions of the clinical quality monitoring plan, including the provision of medical records and other documentation, and those provisions of VA CCN Requirements that state Provider shall cooperate fully with a designated utilization and clinical quality monitoring organization, shall agree to follow all quality assurance, utilization management, and patient referral procedures established under VA CCN Requirements, shall make available medical records or other pertinent records to designated Veteran's Administration utilization management or quality monitoring contractors, and shall authorize the release of information as required by United for such quality assurance and utilization management activities. Provider further authorizes United to release all review data obtained through medical record and other document audits required by the VA or any peer reviewer.

2.9 Prior Authorization. All services other than Emergent Care require a Prior Authorization from the VA. If a Prior Authorization from the VA is not obtained, in accordance with VA CCN Requirements, Provider's payment will not be reimbursed and Provider shall not bill the Enrolled Eligible Veteran. Prior Authorization is not a guarantee of payment; payment determinations are made after the claim is submitted for payment, based on the factors set forth in this Amendment and the Provider Manual.

The preferred method of submitting Prior Authorization requests is in electronic format. If Provider has the capability to submit EDI 278 transactions, Provider shall submit Prior Authorization requests via Direct Messaging, eHealth Exchange secure online file exchange, secure email, secure fax, or telephone.

2.10 Referrals. All services require an Approved Referral from the VA. Provider shall limit the provision of services to what is set forth in the Approved Referral, which is only valid for the services, time and treatment period specified. Services not included in the Approved Referral and any applicable extension of time and treatment period must be requested by Provider as a new Approved Referral request.

Where an Enrolled Eligible Veteran self-presents for Emergent Care to an in-network emergency department without an Approved Referral, Provider shall both notify the VA and request a retroactive Approved Referral from the VA within seventy-two (72) hours of the Enrolled Eligible Veteran self-presenting to the in-network emergency department.

2.11 Medical Documentation. Provider shall deliver, directly to the VA or the referring provider, medical documentation in a secure electronic format or otherwise as defined in the Provider Manual, and include, at a minimum, the data elements described in the Provider Manual.

2.12 Quality Management and Improvement Program. Provider shall participate in, cooperate with and comply with all quality management and improvement program requirements and all decisions rendered by United in connection with the quality management and improvement program. Provider also shall provide, within ten (10) days of receipt of written or electronic notice, all medical records, review data and other information as may be required or requested under the quality management and improvement program. Records required or requested by United under the quality management and improvement program for VA CCN are not subject to reimbursement by United.

2.13 Professional Liability Insurance.

- a. This a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by Provider are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, a Provider's professional medical judgment, diagnosis, or specific medical treatments. Each Provider shall be liable for his or her liability-producing acts or omissions. Provider shall maintain during the term of this Amendment, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000 per occurrence; \$3,000,000 aggregate. However, if Provider is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this Amendment may be fulfilled by incorporating the provisions of the applicable State law.
- b. Provider shall maintain liability insurance of the types and in the amounts set forth in paragraph (a), or amounts as specified by applicable State law. In lieu of purchasing the required insurance coverage, Provider may self-insure its medical malpractice and/or professional liability, as well as its commercial general liability coverage.
- c. Unskilled or non-clinical Providers, e.g. Tai Chi instructors, massage therapists, etc. are only required to maintain insurance coverage consistent with the types and limits commonly necessary for their scope of practice, as determined by United and the VA.
- d. Provider shall, upon request, furnish evidence to United of its insurability, as required in this section, or the provisions of State law as to self-insurance, or limitations on liability or insurance. Provider shall also provide Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or Provider gives written notice to United.
- e. Provider shall notify United if it changes insurance providers during the term this Amendment. The notification shall provide evidence that Provider meets all the requirements of this section, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.
- f. If Provider uses the self-insurance option described in this Section, Provider shall provide to United, prior to Effective Date, a statement verified by an independent auditor or actuary that its reserve funding levels and process of funding appears to be adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Provider shall provide a similar statement during the term of this Amendment upon United's request, which shall be made no more frequently than annually or as otherwise specified by the VA. Provider shall ensure that its self-insurance fund complies with applicable laws and regulations.

2.14 Listing of Provider. United and its designees may list the name, address, telephone number and other factual information of Provider, in United's provider directory and/or informational materials provided to the VA or otherwise developed by United as third party administrator for the VA. In no event shall Provider market or advertise the VA CCN without the prior written consent of United, except that Provider may make known the fact that it is a participating provider with United for the VA CCN.

- 2.15 Identification Number.** Provider shall notify United in writing, thirty (30) days in advance, of any changes to Provider's federal tax identification numbers or national provider identification numbers.
- 2.16 Electronic Connectivity.** When made available by United, Provider shall make reasonable commercial efforts to do business with United electronically. This includes, but is not limited to, checking eligibility status, claims status, and submitting requests for claims adjustments, referrals, prior authorizations, and claims submission, as well as for additional functionalities after United informs Provider that such functionalities have become available. Providers who do not do business with United electronically may be moved to the end of referral and provider directory search lists.

ARTICLE III SUBMISSION, PROCESSING AND PAYMENT OF CLAIMS

- 3.1 Submission of Claims.** Provider shall, when possible, submit all claims electronically to United. Claims shall be submitted as complete, accurate Clean Claims in a format approved by United for Contracted Services rendered to an Enrolled Eligible Veteran.

Claims must be submitted within one hundred eighty (180) days after the date of service or date of discharge. Claims received by United beyond the timely filing periods specified in this section will be denied. Provider shall not seek or accept payment from the Enrolled Eligible Veteran in the event United, as a third party administrator for the VA, does not pay Provider for a claim not submitted in a timely manner. Additionally, electronic claims must comply with standardized electronic transactions and code sets as required pursuant to the Health Insurance Portability and Accountability Act ("HIPAA").

Provider shall comply with VA CCN Requirements when billing and collecting and/or seeking administrative review of payment for Contracted Services rendered pursuant to this Amendment.

- 3.2 Reimbursement.** United, as a third party administrator for the VA, will pay claims for Contracted Services as further described in the applicable Payment Appendix to this Amendment, and in accordance with the VA CCN Requirements, Provider agrees to accept the Reimbursement Rates as payment in full for Covered Services. In no event will reimbursement for Covered Services exceed the maximum allowed by the VA CCN Requirements.
- 3.3 No Surcharges.** Provider shall not charge the Enrolled Eligible Veteran any fees or surcharges for Covered Services rendered pursuant to this Amendment, or any membership fee or other fee as a prerequisite for accepting an Enrolled Eligible Veteran as a patient. In addition, Provider shall not collect sales or use tax from Enrolled Eligible Veterans for the sale or delivery of Covered Services. If United receives notice of any additional charge, Provider shall fully cooperate with United to investigate such allegations, and shall promptly refund any payment deemed improper to the party who made the payment.
- 3.4 Enrolled Eligible Veteran Hold Harmless.** Provider acknowledges that Enrolled Eligible Veterans do not have financial responsibility for any Covered Services. Provider agrees that in no event, including, but not limited to, non-payment by United, as a third party administrator for the VA, the insolvency of United, or breach of this Amendment, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Enrolled Eligible Veteran or persons other than VA or United, as a third party administrator for the VA, for Covered Services. In no event may Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against an Enrolled Eligible Veteran for any services denied for failure of Provider to obtain an Approved Referral or

any required Prior Authorization(s) from VA. Enrolled Eligible Veterans must always be held harmless in cases where the Provider fails to submit a claim in accordance with the VA CCN Requirements, delivers healthcare services outside of the validity period or outside the scope of the Approved Referral, or otherwise fails to comply with the VA CCN Requirements. This provision will survive termination of this Amendment, regardless of the cause giving rise to termination. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and any Enrolled Eligible Veteran or persons acting on their behalf.

3.5 Other Health Insurance. Provider shall adhere to the other health insurance policies and procedures set forth in the VA CCN Requirements.

3.6 Third Party Recoveries. If United, as a third party administrator for the VA, has compensated Provider for Covered Services, United retains the right to recover from applicable third parties responsible for payment for services rendered to an Enrolled Eligible Veteran and to retain all such recoveries. Provider shall provide United with such information as United may require in order to pursue recoveries from such third party sources, and to promptly remit to United any monies Provider may receive from or with respect to such sources of recovery.

3.7 Correction of Claims Payments. United, as a third party administrator for the VA, may recover from Provider amounts owed to United under this Amendment.

If Provider wishes to request reconsideration where a claim is denied partially or in its entirety, Provider must file a written reconsideration request in accordance with the VA CCN Requirements within ninety (90) calendar days from the date of denial.

If Provider wishes to request correction where a claim has not been denied partially or in its entirety, but the Provider believes the claim has been incorrectly paid, the Provider must seek correction of a given claim payment by giving written notice to United within twelve (12) months after the claim was initially processed.

Provider's failure to comply with the requirements set forth in this Section 3.7 or any other VA CCN Requirements pertaining to timely filing, reconsideration requests or correction of claim payments will waive any right by Provider to subsequently seek such payment or correction of payment under this Amendment, or through dispute resolution or in any other forum.

United has the right upon written or electronic notice to Provider, to offset overpayments and other amounts Provider owes United under this Amendment against future payments otherwise due to Provider.

3.8 VA CCN Contract Phase-Out. Provider shall use reasonable commercial efforts to submit all VA CCN claims within thirty (30) days from date of service or discharge during the phase-out period of United's VA CCN contract with the United States Government.

ARTICLE IV TERM AND TERMINATION

4.1 This Amendment takes effect on the Amendment Effective Date and will continue until one of the following occurs:

- a) The parties mutually agree in writing to terminate this Amendment;
- b) Either party terminates the Amendment by providing one-hundred and eighty (180) days prior written notice to the other party;

- c) The Prime Contract expires or is terminated;
 - d) A material breach of this Amendment by either party upon sixty (60) days written notice; except that such termination will not take effect if the breach is cured within forty-five (45) days after notice of breach.
- 4.2 **Reimbursement of Services after Termination.** United will not reimburse Provider for any Covered Services provided to an Enrolled Eligible Veteran after this Amendment terminates.
- 4.3 **Enrolled Eligible Veteran Notification.** Provider shall notify any Enrolled Eligible Veteran seeking professional services from Provider after the date of termination of this Amendment that Provider is no longer a participating provider with United for VA CCN. The parties agree to cooperate in good faith and without disparagement in connection with information supplied to Enrolled Eligible Veterans in connection with any termination of this Amendment.

ARTICLE V MISCELLANEOUS PROVISIONS

- 5.1 **Governing Law.** This Amendment will be governed by and construed in accordance with VA CCN Requirements and the laws of the state(s) in which Provider renders Contracted Services (except where preempted by Federal law), and any other applicable law. The parties agree to comply with all applicable laws, rules and regulations regarding the performance of their obligations under this Amendment. United reserves the right to unilaterally amend, revise, or supplement this Amendment with written or electronic notice to Provider where necessary to maintain compliance with VA direction, the Prime Contract, and/or any applicable laws, rules, or regulations.
- 5.2 **Supplemental Terms and Conditions.** This Amendment is subject to the supplemental terms and conditions specified in Exhibit A.
- 5.3 **Appendix 2 of the Agreement.** With this Amendment, the VA Benefit Plan is added to Section 1 of Appendix 2 of the Agreement.
- 5.4 **Conflict of Provisions.** The Provider Manual controls in the event of any material conflict with this Amendment. Applicable statutes or regulations will control in the event of any material conflict with the terms of this Amendment or the Provider Manual.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the Effective Date.

UnitedHealthcare Insurance Company, and its other affiliates, as signed by its authorized representative:

Signature:

Print
Name:

Title:

Date:

Monica Heltz FNP, as signed by its authorized representative

Signature:

Print
Name:

Title:

Date:

TIN:

351361390

For office use only : GD-42192484

List of Exhibits:

Exhibit A: Payment Appendix

**Payment Appendix
Veterans Affairs
Applicability**

This Payment Appendix applies to Covered Services rendered to Customers enrolled in a Veterans Affairs Benefit Program.

**Section 1
Definitions**

Unless otherwise defined in this section 1, capitalized terms used in this Payment Appendix have the meanings assigned to them in this Agreement.

CMS: Centers for Medicare and Medicaid Services.

CMS Fee Amount: The fee amount specified in the current year Medicare fee schedule published by the Centers for Medicare and Medicaid Services for the Carrier Locality in which services were provided.

Customary Charge: The fee for health care services or supplies charged by Provider that does not exceed the fee Provider would ordinarily charge another person regardless of whether the person is a Customer.

Provider: The person or practice that is the contracted party to the participation agreement to which this appendix is attached.

VA Fee Schedule: The fee schedule published by the United States Department of Veterans Affairs.

**Section 2
Contract Rates for Covered Services**

2.1 Contract Rates. The contract rates for Covered Services are the lesser of Customary Charges and the applicable contract rate as follows:

- i) Except as otherwise provided in this Section, the contract rate for Covered Services is 100% of the CMS Fee Amount;
- ii) Urgent or emergent durable medical equipment, medical devices, orthotics, and prosthetic items are not separately payable when included in the contract rate for other healthcare services (for example, a medical device implanted during surgery and included in the contract rate for the surgery). Otherwise for urgent or emergent durable medical equipment, medical devices, orthotics, and prosthetic items, the contract rate is 100% of the CMS Fee Amount.
- iii) For the seasonal influenza vaccines, the contract rate for the vaccine is 100% of the CMS Fee Amount. The contract rate for the administration and dispensing of the vaccine is \$20.50.
- iv) For Covered Services that are not covered by the Medicare program or for which the Medicare program does not have local pricing, the contract rate is 100% of the maximum allowable under the VA Fee Schedule.
- v) For Covered Services that are not covered by the Medicare program or for which the Medicare program does not have local pricing and for which the VA Fee Schedule does not have pricing, the contract rate is 100% of your Customary Charges for Covered Services.

- vi) For Covered Services which are marked as approved under Mill Bill, the Veterans Millennial Health Care Act, the contract rate is the lesser of the amount for which the Customer is responsible or 70% of the CMS Fee Schedule.

Section 3

Miscellaneous

3.1 Billing and Filing of Claims. Provider will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Payment Appendix must use CPT Codes, HCPCS Codes, ICD Codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

3.2 Routine Maintenance. United routinely updates the fee schedule in response to changes published by the Fee Source, such as fee amount changes. United will use reasonable commercial efforts to implement the fee schedule changes in its systems within 90 days after final publication. These changes will be effective in our system on the effective date of the change provided by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by the U.S. Department of Veterans Affairs.

United also routinely updates the fee schedule in response to coding changes as described in this Agreement. When implementing coding updates, United will apply the same percentage(s) as set forth above in section 1 and the then current value of the published code to determine the contract rate. United will use reasonable commercial efforts to implement such changes within 90 days from the date of publication. Claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by the U.S. Department of Veterans Affairs.

3.3 Payment Code Updates. United will update CPT codes, HCPCS codes, ICD codes or successor version and/or revenue codes according to Health Insurance Portability and Accountability Act requirements based on (a) the latest edition of the Current Procedural Terminology (CPT) manual which is revised by the American Medical Association, (b) the latest edition of the HCPCS manual which is revised by the Centers for Medicare and Medicaid Services (CMS), (c) the latest edition of the ICD manual which is issued by the U.S. Department of Health and Human Services and (d) the latest revenue code guidelines from the National Uniform Billing Committee. Unless specified elsewhere in this Payment Appendix, the contract rate for a new, replacement, or modified code(s) will be at the existing contract rate for the appropriate code(s) it replaced or modified. United will not generally notify Provider of these code updates.

Payment Appendix **Fee Information Document** **Fee Schedule Specifications : as of 1/1/2024** **Report Date: 01/22/2024**

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

Type Of Service Description	Primary Fee Source	Pricing Level
EVALUATION & MANAGEMENT	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEW PT SF MDM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEW PT LOW MDM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEW PT MOD MDM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEW PT HIGH MDM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT NOT REQ PHYS QHP	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT SF MDM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT LOW MDM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT MOD MDM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT HIGH MDM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEONATAL	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - PREVENTIVE	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NURSING FACILITY SVCS	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - INTEGUMENTARY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - MUSCULOSKELETAL	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - RESPIRATORY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - CARDIOVASCULAR	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - HEMIC & LYMPHATIC	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - MEDIASTINUM & DIAPHRAGM	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - DIGESTIVE	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - URINARY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - MALE GENITAL	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - FEMALE GENITAL	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - MATERNITY & DELIVERY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - ENDOCRINE	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - NERVOUS	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - EYE & OCULAR ADNEXA	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - AUDITORY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - BONE DENSITY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - CT	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - MAMMOGRAPHY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - MRI	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - MRA	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - NUCLEAR MEDICINE	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - PET SCANS	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - RADIATION THERAPY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY - ULTRASOUND	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
LAB - PATHOLOGY	2020 CMS RBRVS Carrier Locality (0810200)	60.000%
OFFICE LAB	2020 CMS Clinical Lab Schedule National Limit	60.000%
CLINICAL LABORATORY	2020 CMS Clinical Lab Schedule National Limit	42.000%
MEDICINE - OPHTHALMOLOGY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - CARDIOVASCULAR	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - ALLERGY & CLINICAL IMMUNOLOGY	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - CHIROPRACTIC MANIPULATIVE TREATMENT	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - PHYSICAL MED AND REHAB - MODALITIES	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - ENTERAL FORMULA	2020 CMS PEN NonRural IN	85.000%
MEDICINE - OTHER	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - IMMUNIZATION ADMINISTRATION	2020 CMS RBRVS Carrier Locality (0810200)	100.000%
MEDICINE - CHEMO ADMIN	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
OBSTETRICS - GLOBAL	2020 CMS RBRVS Carrier Locality (0810200)	85.000%
IMMUNIZATIONS	UHC Immunization Fee Schedule	100.000%
INJECTABLES/OTHER DRUGS	CMS Drug Pricing	100.000%
INJECTABLES – ONCOLOGY/THERAPEUTIC CHEMO DRUGS	CMS Drug Pricing	100.000%
INJECTABLES - IVIG	CMS Drug Pricing	112.000%
INJECTABLES-SALINE & DEXTROSE SOLUTIONS	CMS Drug Pricing	100.000%
DME & SUPPLIES	2020 CMS DME NonRural IN	60.000%
DME & SUPPLIES - RESPIRATORY	2020 CMS DME NonRural IN	60.000%
DME & SUPPLIES - ORTHOTICS	2020 CMS DME NonRural IN	60.000%
DME & SUPPLIES - PROSTHETICS	2020 CMS DME NonRural IN	60.000%
DME & SUPPLIES - OSTOMY	2020 CMS DME NonRural IN	60.000%
AMBULANCE	2020 CMS Ambulance Schedule - Urban (0810200)	85.000%

Payment Appendix **Fee Information Document** **Fee Schedule Specifications : as of 1/1/2024** **Report Date: 01/22/2024**

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

Default Percent of Eligible Charges: 60.00%
Professional/Technical Modifier Pricing: Fee Source-Based
Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 40.00
Calculation of Anesthesia Partial Units: Proration
Schedule Type: FFS

Last Routine Maintenance Update: 01-01-2024

Fixed Fees: 87804 - \$14.00 V5242 - \$2500.00 V5243 - \$2500.00 V5244 - \$2500.00 V5245 - \$2500.00 V5246 - \$2500.00 V5247 - \$2500.00 V5248 - \$5000.00 V5249 - \$5000.00 V5250 - \$5000.00 V5251 - \$5000.00 V5252 - \$5000.00 V5253 - \$5000.00 V5254 - \$2500.00 V5255 - \$2500.00 V5256 - \$2500.00 V5257 - \$2500.00 V5258 - \$5000.00 V5259 - \$5000.00 V5260 - \$5000.00 V5261 - \$5000.00 V5262 - \$2500.00 V5263 - \$5000.00

Payment Appendix Fee Information Document

Representative Fee Schedule Sample : as of 1/1/2024
Report Date: 01/22/2024

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

CPT/HCPCS	Modifier	CPT/HCPCS Description	Type of Service Description	Place of Service	Fee Amount
59400	00	OB CARE ANTEPART	OBSTETRICS - GLOBAL	NonFacility	\$ 1684.71
70553	00	MRI BRAIN BRAIN	RADIOLOGY - MRI	NonFacility	\$ 291.07
70553	26	MRI BRAIN BRAIN	RADIOLOGY - MRI	NonFacility	\$ 95.41
70553	TC	MRI BRAIN BRAIN	RADIOLOGY - MRI	NonFacility	\$ 195.66
74177	00	CT ABDOMEN & PEL	RADIOLOGY - CT	NonFacility	\$ 260.47
74177	26	CT ABDOMEN & PEL	RADIOLOGY - CT	NonFacility	\$ 75.98
74177	TC	CT ABDOMEN & PEL	RADIOLOGY - CT	NonFacility	\$ 184.49
77063	00	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 44.47
77063	26	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 24.94
77063	TC	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 19.53
77067	00	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 108.95
77067	00	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 108.95
77067	26	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 31.78
77067	26	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 31.78
77067	TC	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 77.17
77067	TC	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 77.17
78452	00	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	NonFacility	\$ 377.28
78452	26	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	NonFacility	\$ 66.10
78452	TC	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	NonFacility	\$ 311.18
88305	00	LEVEL IV SURG PA	LAB - PATHOLOGY	NonFacility	\$ 40.27
88305	26	LEVEL IV SURG PA	LAB - PATHOLOGY	NonFacility	\$ 22.84
88305	TC	LEVEL IV SURG PA	LAB - PATHOLOGY	NonFacility	\$ 17.43
93306	00	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	NonFacility	\$ 166.68
93306	26	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	NonFacility	\$ 61.46
93306	TC	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	NonFacility	\$ 105.22
97110	00	THERAPEUTIC PX 1	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 25.23
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	NonFacility	\$ 60.38
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	NonFacility	\$ 60.38
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	NonFacility	\$ 60.38
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	NonFacility	\$ 87.92
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	NonFacility	\$ 87.92
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	NonFacility	\$ 87.92
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	NonFacility	\$ 87.92
99284	00	EMERGENCY DEPART	E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	NonFacility	\$ 97.49
99285	00	EMERGENCY DEPART	E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	NonFacility	\$ 141.57
99396	00	PERIODIC PREVENT	EVALUATION & MANAGEMENT - PREVENTIVE	NonFacility	\$ 103.50
A0425	00	GROUND MILEAGE P	AMBULANCE	NonFacility	\$ 6.48
A0427	00	AMB SRVC ALS EME	AMBULANCE	NonFacility	\$ 358.06
A0429	00	AMB SERVICE BLS	AMBULANCE	NonFacility	\$ 301.53
E0601	00	CONTINUOUS POSIT	DME & SUPPLIES	NonFacility	\$ 387.99
E0601	NU	CONTINUOUS POSIT	DME & SUPPLIES	NonFacility	\$ 387.99
E0601	RR	CONTINUOUS POSIT	DME & SUPPLIES	NonFacility	\$ 35.64
E0601	UE	CONTINUOUS POSIT	DME & SUPPLIES	NonFacility	\$ 291.04
E1390	00	O2 CONC 1 DEL PO	DME & SUPPLIES - RESPIRATORY	NonFacility	\$ 62.53
E1390	RR	O2 CONC 1 DEL PO	DME & SUPPLIES - RESPIRATORY	NonFacility	\$ 62.53
J0178	00	INJECTION AFLIBE	INJECTABLES/OTHER DRUGS	NonFacility	\$ 862.28
J9271	00	INJECTION PEMBRO	INJECTABLES-ONCOLOGY/THERAPEUTIC CHEMO DRUGS	NonFacility	\$ 55.73
K0606	00	Automatic extern	DME & SUPPLIES	NonFacility	\$ 1755.36
K0606	RR	Automatic extern	DME & SUPPLIES	NonFacility	\$ 1755.36

Default Percent of Eligible Charges: 60.00%
Professional/Technical Modifier Pricing: Fee Source-Based
Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 40.00
Calculation of Anesthesia Partial Units: Proration
Schedule Type: FFS

Last Routine Maintenance Update: 01-01-2024

Payment Appendix Fee Information Document

Representative Fee Schedule Sample : as of 1/1/2024
Report Date: 01/22/2024

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

CPT/HCPCS	Modifier	CPT/HCPCS Description	Type of Service Description	Place of Service	Fee Amount
59400	00	OB CARE ANTEPART	OBSTETRICS - GLOBAL	Facility	\$ 1684.71
70553	00	MRI BRAIN BRAIN	RADIOLOGY - MRI	Facility	\$ 291.07
70553	26	MRI BRAIN BRAIN	RADIOLOGY - MRI	Facility	\$ 95.41
70553	TC	MRI BRAIN BRAIN	RADIOLOGY - MRI	Facility	\$ 195.66
74177	00	CT ABDOMEN & PEL	RADIOLOGY - CT	Facility	\$ 260.47
74177	26	CT ABDOMEN & PEL	RADIOLOGY - CT	Facility	\$ 75.98
74177	TC	CT ABDOMEN & PEL	RADIOLOGY - CT	Facility	\$ 184.49
77063	00	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 44.47
77063	26	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 24.94
77063	TC	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 19.53
77067	00	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 108.95
77067	00	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 108.95
77067	26	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 31.78
77067	26	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 31.78
77067	TC	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 77.17
77067	TC	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 77.17
78452	00	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	Facility	\$ 377.28
78452	26	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	Facility	\$ 66.10
78452	TC	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	Facility	\$ 311.18
88305	00	LEVEL IV SURG PA	LAB - PATHOLOGY	Facility	\$ 40.27
88305	26	LEVEL IV SURG PA	LAB - PATHOLOGY	Facility	\$ 22.84
88305	TC	LEVEL IV SURG PA	LAB - PATHOLOGY	Facility	\$ 17.43
93306	00	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	Facility	\$ 166.68
93306	26	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	Facility	\$ 61.46
93306	TC	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	Facility	\$ 105.22
97110	00	THERAPEUTIC PX 1	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 25.23
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 41.96
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 41.96
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 41.96
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 41.96
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 41.96
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 64.74
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 64.74
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 64.74
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 64.74
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 64.74
99284	00	EMERGENCY DEPART	E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	Facility	\$ 97.49
99285	00	EMERGENCY DEPART	E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	Facility	\$ 141.57
99396	00	PERIODIC PREVENT	EVALUATION & MANAGEMENT - PREVENTIVE	Facility	\$ 80.61
A0425	00	GROUND MILEAGE P	AMBULANCE	Facility	\$ 6.48
A0427	00	AMB SRVC ALS EME	AMBULANCE	Facility	\$ 358.06
A0429	00	AMB SERVICE BLS	AMBULANCE	Facility	\$ 301.53
E0601	00	CONTINUOUS POSIT	DME & SUPPLIES	Facility	\$ 387.99
E0601	NU	CONTINUOUS POSIT	DME & SUPPLIES	Facility	\$ 387.99
E0601	RR	CONTINUOUS POSIT	DME & SUPPLIES	Facility	\$ 35.64
E0601	UE	CONTINUOUS POSIT	DME & SUPPLIES	Facility	\$ 291.04
E1390	00	O2 CONC 1 DEL PO	DME & SUPPLIES - RESPIRATORY	Facility	\$ 62.53
E1390	RR	O2 CONC 1 DEL PO	DME & SUPPLIES - RESPIRATORY	Facility	\$ 62.53
J0178	00	INJECTION AFLIBE	INJECTABLES/OTHER DRUGS	Facility	\$ 862.28
J9271	00	INJECTION PEMBRO	INJECTABLES-ONCOLOGY/THERAPEUTIC CHEMO DRUGS	Facility	\$ 55.73
K0606	00	Automatic extern	DME & SUPPLIES	Facility	\$ 1755.36
K0606	RR	Automatic extern	DME & SUPPLIES	Facility	\$ 1755.36

Default Percent of Eligible Charges: 60.00%
Professional/Technical Modifier Pricing: Fee Source-Based
Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 40.00
Calculation of Anesthesia Partial Units: Proration
Schedule Type: FFS

Last Routine Maintenance Update: 01-01-2024

Version 5.0

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Page 4 of 9

Payment Appendix Fee Information Document Additional Information About This Fee Schedule

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

Section 1. Definition of Terms

Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.

AMA: American Medical Association located at: www.ama-assn.org.

Anesthesia Conversion Factor: The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

$$[(\text{Value of 15 minute Anesthesia Conversion Factor} / 15) * \text{anesthesia time unit value}]$$

For example, an Anesthesia Conversion Factor of \$60.00 (based on a 15-minute anesthesia time unit value) would be calculated to an Anesthesia Conversion Factor of \$40.00 (based on a 10-minute anesthesia time unit value).

$$\text{Example: } [(\$60.00 / 15) * 10 = \$40.00]$$

Anesthesia Management: The management of anesthesia services related to medical, surgical or scopic procedures, as described in the current Anesthesia Management Codes list attached to the Anesthesia Payment Policy located at www.unitedhealthcareonline.com.

Calculation of Anesthesia Partial Units:

Proration: Partial time units will be prorated and calculated to one decimal place rounded to the nearest tenth. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded to the nearest tenth and the total time units for the claim will be 1.1 time units.

In the event that any of United's claims systems cannot administer the calculation of partial units as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the Proration method described above.

CMS: Centers for Medicare and Medicaid Services located at: www.cms.hhs.gov.

CMS OPPSCap Rate: The Outpatient Prospective Payment System (OPPS) Cap Rate as defined in Section 5102(b) of the Deficit Reduction Act of 2005.

Conversion Factor: A multiplier, expressed in dollars per relative value unit, which converts relative values into Fee Basis amounts.

CPT/HCPCS: A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

CPT/HCPCS Description: The descriptor associated with each CPT/HCPCS code.

Default Percent of Eligible Charges: In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

Expired Code: An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

Fee Amount: The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level. The Fee Amount is calculated by multiplying the Fee Basis times the Pricing Level for each specific Type of Service.

Fee Basis: The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule which supports the terms of the contractual agreement. This is the fee schedule for services performed in nonfacility Places of Service.

Payment Appendix Fee Information Document Additional Information About This Fee Schedule

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

Fee Schedule Specifications: Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

Fee Source: The primary or alternate entity or publication that is supplying the Fee Basis.

Fixed Fees: Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Flat Rate Fee: An amount published by a Fee Source and used as a Fee Basis that is other than a RVU, such as an amount for durable medical equipment or laboratory services.

Future Payment Terms: The general description of any pricing terms which will be implemented on a scheduled future effective date.

Last Routine Maintenance Update: The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

Linked Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule for each specific contractual agreement. This is the fee schedule for services performed in facility Places of Service.

Modifier: A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

Place of Service: The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

Pricing Level: The contracted percentage or amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

Primary Fee Source (Carrier Locality): The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amounts for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

Professional/Technical Modifier Pricing: Fee Source-Based: Fee Amounts for Modifiers (for example, -TC or -26 Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

RVU: Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

Replacement Code: One or more new CPT or HCPCS codes that are the exact same services or descriptions and will replace one or more Expired Codes within the same Type of Service category.

Report Date: The actual date that this document was produced.

Representative Fee Schedule Sample: A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Schedule Type: FFS: This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 =F): This fee schedule follows CMS guidelines for determining when services are priced at the facility or nonfacility fee schedule (with the exception of services performed at Ambulatory Surgery Centers, POS 24, which will be priced at the facility fee schedule). CMS guidelines can be located at: www.cms.hhs.gov.

Payment Appendix Fee Information Document Additional Information About This Fee Schedule

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

In the event that any of United's claims systems cannot administer the calculation of Site of Service Differential pricing as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

Type of Service: A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS). The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office. A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

United: UnitedHealthcare Insurance Company or one of its affiliates which is a party to the Agreement.

Section 2. Alternate Fee Sources

In the event the Primary Fee Source contains no published Fee Basis amount alternate (or 'gap fill') Fee Sources may be used to supply the Fee Basis amount for deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for the code, we use Fee Sources that exist within the industry to fill that gap. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS code that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive the Fee Amount for that code and no longer use the alternate Fee Source. Information about our Alternate and Primary Fee Sources can be located at www.unitedhealthcareonline.com >> Claims & Payments >> Fee Schedule Lookup >> Related Links.

Section 3. Routine Updates

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedule: (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

a. Annual Changes to Relative Value Units, Conversion Factors, or Flat Rate Fees

This fee schedule follows a "stated year" construction methodology. The 2020 RVU, the 2020 Conversion Factor, and the 2020 Flat Rate Fee will be locked in as the basis for deriving Fee Amounts.

Generally, any RVU, Conversion Factor, or Flat Rate Fee changes published in subsequent years by the Primary Fee Sources will not be reflected in this fee schedule except, for example, to add Fee Amounts for new codes or to replace alternate Fee Basis amounts. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

In the event that a code contains a status code of "C" (indicating the code is carrier priced), United will establish Fee Amounts using the following methodology:

- 1) If CMS' multiple procedure indicator is other than "4" and United's multiple imaging reductions do not apply, United will establish Fee Amounts for those codes and modifiers using the CMS OPPSCap Rate, if available.
- 2) In all other cases (including if a CMS OPPSCap Rate is not available), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by (in order of preference) CMS, the local fiscal intermediary or fiscal intermediaries from other locations.

b. Quarterly Updates in Response to Changes Published by Primary and Alternate Fee Sources

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the published CPT/HCPCS code. The effective date of the updates described in this subsection b. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee

Payment Appendix Fee Information Document Additional Information About This Fee Schedule

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

update under this subsection b. will be effective no later than October 1.

In the event that a code contains a status code of "C" (indicating the code is carrier priced), United will establish Fee Amounts using the following methodology:

- 1) If CMS' multiple procedure indicator is other than "4" and United's multiple imaging reductions do not apply, United will establish Fee Amounts for those codes and modifiers using the CMS OPPSCap Rate, if available.
- 2) In all other cases (including if a CMS OPPSCap Rate is not available), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by (in order of preference) CMS, the local fiscal intermediary or fiscal intermediaries from other locations.

However, in the event that the code source has expired a CPT/HCPCS code and replaced it with a Replacement Code, United will crosswalk the fee from the Expired Code to its Replacement Code as further described below:

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II), when one Expired Code is replaced by one Replacement Code, United will apply the Expired Code's Fee Amount to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II) and United's claims data, when several Expired Codes that are always done in conjunction with each other are replaced by one Replacement Code, United will apply the sum of these Expired Code's Fee Amounts to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

The following types of codes are not included in our direct crosswalk methodology as described above:

- Temporary HCPCS codes, such as G, K, Q, and S codes
- Temporary CPT codes, such as Category III codes
- Informational codes, such as CPT Category II codes
- HCPC-C Codes, which are only used by hospitals

Codes categorized as immunizations and injectables

If any types of codes not currently listed in the exclusions above are developed in the future, United reserves the right to make a crosswalk determination at that time.

c. Price Changes for Immunizations and Injectables

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.

For Immunizations, United applies the UHC Immunization Fee Schedule. The Centers for Disease Control and Prevention Private Sector Selling Price (CDC PSSP) is the Primary Fee Source used to obtain the Fee Basis amounts. In the event that more than one Fee Basis amount is published by the CDC PSSP for a specific CPT/HCPCS code, an average of the published amounts will be used.

More information about the UHC Immunization Fee Schedule can be located at: www.unitedhealthcareonline.com >> Claims & Payments > Fee Schedule Lookup > Related Links "UHC Immunization Fee Schedule"

The effective date of updates under this subsection c. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection c. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection c. will be effective no later than October 1.

d. Other Updates

Payment Appendix Fee Information Document Additional Information About This Fee Schedule

Fee Schedule ID: IN 3200A - NonFacility
Linked Fee Schedule ID: IN 3201A - Facility

United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with a Primary Fee Source. United also will perform other updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

Section 4. Miscellaneous

Claims must be submitted using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Appendix must use CPT Codes, HCPCS Codes, ICD-9 codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers.) As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies.

No payments will be made for any CMS additional compensation programs under this Payment Appendix, including without limitation value based modifiers, incentive programs or other bonus payment programs.

Section 5. Services Covered or Provided by Another Program

If an applicable state, federal or other program is available to provide items or payment directly to provider for specific covered services for customers subject to this Appendix that would otherwise be payable under this Appendix, the applicable program will apply and not this Appendix. (For example, the Vaccines For Children program currently provides vaccines free of charge, and therefore no amount will be payable under this Appendix for vaccines within the Vaccines For Children program.)

For More Information United is committed to providing transparency related to our fee schedules. If you have questions about this fee schedule, please contact Network Management at the address and phone number on your contract or participation agreement. Alternatively, you may use our fee schedule look-up function on the web at: www.unitedhealthcareonline.com or contact our Voice Enabled Telephonic Self Service line at (877) 842-3210.

Payment Appendix **Fee Information Document** **Fee Schedule Specifications : as of 1/1/2024** **Report Date: 01/22/2024**

Fee Schedule ID: IN 52468 - NonFacility
Linked Fee Schedule ID: IN 52469 - Facility

Type Of Service Description	Primary Fee Source	Pricing Level
EVALUATION & MANAGEMENT	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEW PT SF MDM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEW PT LOW MDM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEW PT MOD MDM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEW PT HIGH MDM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT NOT REQ PHYS QHP	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT SF MDM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT LOW MDM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT MOD MDM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - EST PT HIGH MDM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NEONATAL	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - PREVENTIVE	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
EVALUATION & MANAGEMENT - NURSING FACILITY SVCS	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - INTEGUMENTARY	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - MUSCULOSKELETAL	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - RESPIRATORY	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - CARDIOVASCULAR	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - HEMIC & LYMPHATIC	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - MEDIASTINUM & DIAPHRAGM	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - DIGESTIVE	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - URINARY	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - MALE GENITAL	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - FEMALE GENITAL	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - MATERNITY & DELIVERY	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - ENDOCRINE	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - NERVOUS	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - EYE & OCULAR ADNEXA	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
SURGERY - AUDITORY	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
RADIOLOGY	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - BONE DENSITY	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - CT	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - MAMMOGRAPHY	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - MRI	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - MRA	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - NUCLEAR MEDICINE	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - PET SCANS	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - RADIATION THERAPY	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
RADIOLOGY - ULTRASOUND	Current Year CMS RBRVS Carrier Locality (0810200)	70.000%
LAB - PATHOLOGY	Current Year CMS RBRVS Carrier Locality (0810200)	60.000%
OFFICE LAB	Current Year CMS Clinical Lab Schedule National Limit	60.000%
CLINICAL LABORATORY	Current Year CMS Clinical Lab Schedule National Limit	42.000%
MEDICINE - OPHTHALMOLOGY	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - CARDIOVASCULAR	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - ALLERGY & CLINICAL IMMUNOLOGY	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - CHIROPRACTIC MANIPULATIVE TREATMENT	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - PHYSICAL MED AND REHAB - MODALITIES	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - ENTERAL FORMULA	Current Year CMS PEN Rural IN	85.000%
MEDICINE - OTHER	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - IMMUNIZATION ADMINISTRATION	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
MEDICINE - CHEMO ADMIN	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
OBSTETRICS - GLOBAL	Current Year CMS RBRVS Carrier Locality (0810200)	85.000%
IMMUNIZATIONS	CMS Drug Pricing	100.000%
INJECTABLES/OTHER DRUGS	CMS Drug Pricing	100.000%
INJECTABLES – ONCOLOGY/THERAPEUTIC CHEMO DRUGS	CMS Drug Pricing	100.000%
INJECTABLES - IVIG	CMS Drug Pricing	100.000%
INJECTABLES-SALINE & DEXTROSE SOLUTIONS	CMS Drug Pricing	100.000%
DME & SUPPLIES	Current Year CMS DME Rural IN	60.000%
DME & SUPPLIES - RESPIRATORY	Current Year CMS DME Rural IN	60.000%
DME & SUPPLIES - ORTHOTICS	Current Year CMS DME Rural IN	60.000%
DME & SUPPLIES - PROSTHETICS	Current Year CMS DME Rural IN	60.000%
DME & SUPPLIES - OSTOMY	Current Year CMS DME Rural IN	60.000%
AMBULANCE	Current Year CMS Ambulance Schedule - Urban (0810200)	60.000%

Payment Appendix Fee Information Document Fee Schedule Specifications : as of 1/1/2024 Report Date: 01/22/2024

Fee Schedule ID: IN 52468 - NonFacility
 Linked Fee Schedule ID: IN 52469 - Facility

Default Percent of Eligible Charges: 35.00%
 Professional/Technical Modifier Pricing: Fee Source-Based
 Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)
 Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 21.68
 Calculation of Anesthesia Partial Units: Proration
 Schedule Type: FFS

Last Routine Maintenance Update: 01-01-2024

Fixed Fees: 87804 - \$14.00 99051 - \$40.00 99053 - \$125.00 99379 - \$50.00 99380 - \$100.00 V5242 - \$2500.00 V5243 - \$2500.00 V5244 - \$2500.00 V5245 - \$2500.00 V5246 - \$2500.00 V5247 - \$2500.00 V5248 - \$5000.00 V5249 - \$5000.00 V5250 - \$5000.00 V5251 - \$5000.00 V5252 - \$5000.00 V5253 - \$5000.00 V5254 - \$2500.00 V5255 - \$2500.00 V5256 - \$2500.00 V5257 - \$2500.00 V5258 - \$5000.00 V5259 - \$5000.00 V5260 - \$5000.00 V5261 - \$5000.00 V5262 - \$2500.00 V5263 - \$5000.00

Payment Appendix Fee Information Document

Representative Fee Schedule Sample : as of 1/1/2024
Report Date: 01/22/2024

Fee Schedule ID: IN 52468 - NonFacility
Linked Fee Schedule ID: IN 52469 - Facility

CPT/HCPCS	Modifier	CPT/HCPCS Description	Type of Service Description	Place of Service	Fee Amount
59400	00	OB CARE ANTEPART	OBSTETRICS - GLOBAL	NonFacility	\$ 1829.57
70553	00	MRI BRAIN BRAIN	RADIOLOGY - MRI	NonFacility	\$ 210.12
70553	26	MRI BRAIN BRAIN	RADIOLOGY - MRI	NonFacility	\$ 70.73
70553	TC	MRI BRAIN BRAIN	RADIOLOGY - MRI	NonFacility	\$ 139.39
74177	00	CT ABDOMEN & PEL	RADIOLOGY - CT	NonFacility	\$ 199.54
74177	26	CT ABDOMEN & PEL	RADIOLOGY - CT	NonFacility	\$ 56.25
74177	TC	CT ABDOMEN & PEL	RADIOLOGY - CT	NonFacility	\$ 143.29
77063	00	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 33.74
77063	26	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 18.52
77063	TC	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 15.22
77067	00	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 82.01
77067	00	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 82.01
77067	26	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 23.57
77067	26	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 23.57
77067	TC	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 58.44
77067	TC	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	NonFacility	\$ 58.44
78452	00	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	NonFacility	\$ 276.23
78452	26	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	NonFacility	\$ 49.42
78452	TC	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	NonFacility	\$ 226.81
88305	00	LEVEL IV SURG PA	LAB - PATHOLOGY	NonFacility	\$ 39.93
88305	26	LEVEL IV SURG PA	LAB - PATHOLOGY	NonFacility	\$ 20.63
88305	TC	LEVEL IV SURG PA	LAB - PATHOLOGY	NonFacility	\$ 19.30
93306	00	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	NonFacility	\$ 153.34
93306	26	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	NonFacility	\$ 54.40
93306	TC	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	NonFacility	\$ 98.94
97110	00	THERAPEUTIC PX 1	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 23.43
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	NonFacility	\$ 71.66
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	NonFacility	\$ 71.66
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	NonFacility	\$ 71.66
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	NonFacility	\$ 101.26
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	NonFacility	\$ 101.26
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	NonFacility	\$ 101.26
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	NonFacility	\$ 101.26
99284	00	EMERGENCY DEPART	E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	NonFacility	\$ 94.55
99285	00	EMERGENCY DEPART	E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	NonFacility	\$ 137.02
99396	00	PERIODIC PREVENT	EVALUATION & MANAGEMENT - PREVENTIVE	NonFacility	\$ 97.87
A0425	00	GROUND MILEAGE P	AMBULANCE	NonFacility	\$ 5.36
A0427	00	AMB SRVC ALS EME	AMBULANCE	NonFacility	\$ 299.50
A0429	00	AMB SERVICE BLS	AMBULANCE	NonFacility	\$ 252.21
E0601	00	CONTINUOUS POSIT	DME & SUPPLIES	NonFacility	\$ 356.66
E0601	NU	CONTINUOUS POSIT	DME & SUPPLIES	NonFacility	\$ 356.66
E0601	RR	CONTINUOUS POSIT	DME & SUPPLIES	NonFacility	\$ 55.53
E0601	UE	CONTINUOUS POSIT	DME & SUPPLIES	NonFacility	\$ 267.55
E1390	00	O2 CONC 1 DEL PO	DME & SUPPLIES - RESPIRATORY	NonFacility	\$ 101.38
E1390	RR	O2 CONC 1 DEL PO	DME & SUPPLIES - RESPIRATORY	NonFacility	\$ 101.38
J0178	00	INJECTION AFLIBE	INJECTABLES/OTHER DRUGS	NonFacility	\$ 862.28
J9271	00	INJECTION PEMBRO	INJECTABLES-ONCOLOGY/THERAPEUTIC CHEMO DRUGS	NonFacility	\$ 55.73
K0606	00	Automatic extern	DME & SUPPLIES	NonFacility	\$ 2061.64
K0606	RR	Automatic extern	DME & SUPPLIES	NonFacility	\$ 2061.64

Default Percent of Eligible Charges: 35.00%
Professional/Technical Modifier Pricing: Fee Source-Based
Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 21.68
Calculation of Anesthesia Partial Units: Proration
Schedule Type: FFS

Last Routine Maintenance Update: 01-01-2024

Version 5.0

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Page 3 of 9

Payment Appendix Fee Information Document

Representative Fee Schedule Sample : as of 1/1/2024
Report Date: 01/22/2024

Fee Schedule ID: IN 52468 - NonFacility
Linked Fee Schedule ID: IN 52469 - Facility

CPT/HCPCS	Modifier	CPT/HCPCS Description	Type of Service Description	Place of Service	Fee Amount
59400	00	OB CARE ANTEPART	OBSTETRICS - GLOBAL	Facility	\$ 1829.57
70553	00	MRI BRAIN BRAIN	RADIOLOGY - MRI	Facility	\$ 210.12
70553	26	MRI BRAIN BRAIN	RADIOLOGY - MRI	Facility	\$ 70.73
70553	TC	MRI BRAIN BRAIN	RADIOLOGY - MRI	Facility	\$ 139.39
74177	00	CT ABDOMEN & PEL	RADIOLOGY - CT	Facility	\$ 199.54
74177	26	CT ABDOMEN & PEL	RADIOLOGY - CT	Facility	\$ 56.25
74177	TC	CT ABDOMEN & PEL	RADIOLOGY - CT	Facility	\$ 143.29
77063	00	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 33.74
77063	26	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 18.52
77063	TC	SCREENING DIGITA	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 15.22
77067	00	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 82.01
77067	00	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 82.01
77067	26	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 23.57
77067	26	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 23.57
77067	TC	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 58.44
77067	TC	SCREENING MAMMOG	RADIOLOGY - MAMMOGRAPHY	Facility	\$ 58.44
78452	00	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	Facility	\$ 276.23
78452	26	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	Facility	\$ 49.42
78452	TC	MYOCARDIAL SPECT	RADIOLOGY - NUCLEAR MEDICINE	Facility	\$ 226.81
88305	00	LEVEL IV SURG PA	LAB - PATHOLOGY	Facility	\$ 39.93
88305	26	LEVEL IV SURG PA	LAB - PATHOLOGY	Facility	\$ 20.63
88305	TC	LEVEL IV SURG PA	LAB - PATHOLOGY	Facility	\$ 19.30
93306	00	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	Facility	\$ 153.34
93306	26	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	Facility	\$ 54.40
93306	TC	ECHO TTHRC R-T 2	MEDICINE - CARDIOVASCULAR	Facility	\$ 98.94
97110	00	THERAPEUTIC PX 1	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 23.43
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 51.90
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 51.90
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 51.90
99213	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT LOW MDM	Facility	\$ 51.90
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 76.63
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 76.63
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 76.63
99214	00	OFFICE/OUTPATIENT	EVALUATION & MANAGEMENT - EST PT MOD MDM	Facility	\$ 76.63
99284	00	EMERGENCY DEPART	E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	Facility	\$ 94.55
99285	00	EMERGENCY DEPART	E&M - EMERGENCY MEDICINE DEPARTMENT VISIT	Facility	\$ 137.02
99396	00	PERIODIC PREVENT	EVALUATION & MANAGEMENT - PREVENTIVE	Facility	\$ 73.49
A0425	00	GROUND MILEAGE P	AMBULANCE	Facility	\$ 5.36
A0427	00	AMB SRVC ALS EME	AMBULANCE	Facility	\$ 299.50
A0429	00	AMB SERVICE BLS	AMBULANCE	Facility	\$ 252.21
E0601	00	CONTINUOUS POSIT	DME & SUPPLIES	Facility	\$ 356.66
E0601	NU	CONTINUOUS POSIT	DME & SUPPLIES	Facility	\$ 356.66
E0601	RR	CONTINUOUS POSIT	DME & SUPPLIES	Facility	\$ 55.53
E0601	UE	CONTINUOUS POSIT	DME & SUPPLIES	Facility	\$ 267.55
E1390	00	O2 CONC 1 DEL PO	DME & SUPPLIES - RESPIRATORY	Facility	\$ 101.38
E1390	RR	O2 CONC 1 DEL PO	DME & SUPPLIES - RESPIRATORY	Facility	\$ 101.38
J0178	00	INJECTION AFLIBE	INJECTABLES/OTHER DRUGS	Facility	\$ 862.28
J9271	00	INJECTION PEMBRO	INJECTABLES-ONCOLOGY/THERAPEUTIC CHEMO DRUGS	Facility	\$ 55.73
K0606	00	Automatic extern	DME & SUPPLIES	Facility	\$ 2061.64
K0606	RR	Automatic extern	DME & SUPPLIES	Facility	\$ 2061.64

Default Percent of Eligible Charges: 35.00%
Professional/Technical Modifier Pricing: Fee Source-Based
Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 21.68
Calculation of Anesthesia Partial Units: Proration
Schedule Type: FFS

Last Routine Maintenance Update: 01-01-2024

Version 5.0

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Page 4 of 9

Payment Appendix Fee Information Document Additional Information About This Fee Schedule

Fee Schedule ID: IN 52468 - NonFacility
Linked Fee Schedule ID: IN 52469 - Facility

Section 1. Definition of Terms

Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.

AMA: American Medical Association located at: www.ama-assn.org.

Anesthesia Conversion Factor: The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

$$[(\text{Value of 15 minute Anesthesia Conversion Factor} / 15) * \text{anesthesia time unit value}]$$

For example, an Anesthesia Conversion Factor of \$60.00 (based on a 15-minute anesthesia time unit value) would be calculated to an Anesthesia Conversion Factor of \$40.00 (based on a 10-minute anesthesia time unit value).

$$\text{Example: } [(\$60.00 / 15) * 10 = \$40.00]$$

Anesthesia Management: The management of anesthesia services related to medical, surgical or scopic procedures, as described in the current Anesthesia Management Codes list attached to the Anesthesia Payment Policy located at www.unitedhealthcareonline.com.

Calculation of Anesthesia Partial Units:

Proration: Partial time units will be prorated and calculated to one decimal place rounded to the nearest tenth. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded to the nearest tenth and the total time units for the claim will be 1.1 time units.

In the event that any of United's claims systems cannot administer the calculation of partial units as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the Proration method described above.

CMS: Centers for Medicare and Medicaid Services located at: www.cms.hhs.gov.

CMS OPPSCap Rate: The Outpatient Prospective Payment System (OPPS) Cap Rate as defined in Section 5102(b) of the Deficit Reduction Act of 2005.

Conversion Factor: A multiplier, expressed in dollars per relative value unit, which converts relative values into Fee Basis amounts.

CPT/HCPCS: A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

CPT/HCPCS Description: The descriptor associated with each CPT/HCPCS code.

Default Percent of Eligible Charges: In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

Expired Code: An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

Fee Amount: The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level. The Fee Amount is calculated by multiplying the Fee Basis times the Pricing Level for each specific Type of Service.

Fee Basis: The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule which supports the terms of the contractual agreement. This is the fee schedule for services performed in nonfacility Places of Service.

Payment Appendix

Fee Information Document

Additional Information About This Fee Schedule

Fee Schedule ID: IN 52468 - NonFacility
Linked Fee Schedule ID: IN 52469 - Facility

Fee Schedule Specifications: Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

Fee Source: The primary or alternate entity or publication that is supplying the Fee Basis.

Fixed Fees: Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Flat Rate Fee: An amount published by a Fee Source and used as a Fee Basis that is other than a RVU, such as an amount for durable medical equipment or laboratory services.

Future Payment Terms: The general description of any pricing terms which will be implemented on a scheduled future effective date.

Last Routine Maintenance Update: The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

Linked Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule for each specific contractual agreement. This is the fee schedule for services performed in facility Places of Service.

Modifier: A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

Place of Service: The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

Pricing Level: The contracted percentage or amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

Primary Fee Source (Carrier Locality): The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amounts for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

Professional/Technical Modifier Pricing: Fee Source-Based: Fee Amounts for Modifiers (for example, -TC or -26 Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

RVU: Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

Replacement Code: One or more new CPT or HCPCS codes that are the exact same services or descriptions and will replace one or more Expired Codes within the same Type of Service category.

Report Date: The actual date that this document was produced.

Representative Fee Schedule Sample: A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Schedule Type: FFS: This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 =F): This fee schedule follows CMS guidelines for determining when services are priced at the facility or nonfacility fee schedule (with the exception of services performed at Ambulatory Surgery Centers, POS 24, which will be priced at the facility fee schedule). CMS guidelines can be located at: www.cms.hhs.gov.

Payment Appendix Fee Information Document Additional Information About This Fee Schedule

Fee Schedule ID: IN 52468 - NonFacility
Linked Fee Schedule ID: IN 52469 - Facility

In the event that any of United's claims systems cannot administer the calculation of Site of Service Differential pricing as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

Type of Service: A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS). The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office. A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

United: UnitedHealthcare Insurance Company or one of its affiliates which is a party to the Agreement.

Section 2. Alternate Fee Sources

In the event the Primary Fee Source contains no published Fee Basis amount alternate (or 'gap fill') Fee Sources may be used to supply the Fee Basis amount for deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for the code, we use Fee Sources that exist within the industry to fill that gap. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS code that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive the Fee Amount for that code and no longer use the alternate Fee Source. Information about our Alternate and Primary Fee Sources can be located at www.unitedhealthcareonline.com >> Claims & Payments >> Fee Schedule Lookup >> Related Links.

Section 3. Routine Updates

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedule: (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

a. Annual Changes to Relative Value Units, Conversion Factors, or Flat Rate Fees

This fee schedule follows a "current year" construction methodology and it will remain current with RVU, Conversion Factor, and Flat Rate Fee changes as the basis for deriving Fee Amounts. Therefore, the annual publication of RVUs, Conversion Factors and Flat Rate Fees by CMS will affect this fee schedule. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law. Unless specifically stated otherwise, for those anesthesia services that are contracted on a time-based methodology, the Anesthesia Conversion Factor indicated within this document is fixed and will not change. Please refer to the Anesthesia Conversion Factor section above.

In the event that a code contains a status code of "C" (indicating the code is carrier priced), United will establish Fee Amounts using the following methodology:

- 1) If CMS' multiple procedure indicator is other than "4" and United's multiple imaging reductions do not apply, United will establish Fee Amounts for those codes and modifiers using the CMS OPPSCap Rate, if available.
- 2) In all other cases (including if a CMS OPPSCap Rate is not available), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by (in order of preference) CMS, the local fiscal intermediary or fiscal intermediaries from other locations.

b. Quarterly Updates in Response to Changes Published by Primary and Alternate Fee Sources

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the published CPT/HCPCS code. The effective date of the updates described in this subsection b. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee

Payment Appendix Fee Information Document Additional Information About This Fee Schedule

Fee Schedule ID: IN 52468 - NonFacility
Linked Fee Schedule ID: IN 52469 - Facility

update under this subsection b. will be effective no later than October 1.

In the event that a code contains a status code of "C" (indicating the code is carrier priced), United will establish Fee Amounts using the following methodology:

- 1) If CMS' multiple procedure indicator is other than "4" and United's multiple imaging reductions do not apply, United will establish Fee Amounts for those codes and modifiers using the CMS OPPSCap Rate, if available.
- 2) In all other cases (including if a CMS OPPSCap Rate is not available), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by (in order of preference) CMS, the local fiscal intermediary or fiscal intermediaries from other locations.

c. Price Changes for Immunizations and Injectables

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.

The effective date of updates under this subsection c. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection c. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection c. will be effective no later than October 1.

d. Other Updates

United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with a Primary Fee Source. United also will perform other updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

Section 4. Miscellaneous

Claims must be submitted using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Appendix must use CPT Codes, HCPCS Codes, ICD-9 codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers.) As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies.

No payments will be made for any CMS additional compensation programs under this Payment Appendix, including without limitation value based modifiers, incentive programs or other bonus payment programs.

Section 5. Services Covered or Provided by Another Program

If an applicable state, federal or other program is available to provide items or payment directly to provider for specific covered services for customers subject to this Appendix that would otherwise be payable under this Appendix, the applicable program will apply and not this Appendix. (For example, the Vaccines For Children program currently provides vaccines free of charge, and therefore no amount will be payable under this Appendix for vaccines within the Vaccines For Children program.)

Payment Appendix
Fee Information Document
Additional Information About This Fee Schedule

Fee Schedule ID: IN 52468 - NonFacility
Linked Fee Schedule ID: IN 52469 - Facility

For More Information United is committed to providing transparency related to our fee schedules. If you have questions about this fee schedule, please contact Network Management at the address and phone number on your contract or participation agreement. Alternatively, you may use our fee schedule look-up function on the web at: www.unitedhealthcareonline.com or contact our Voice Enabled Telephonic Self Service line at (877) 842-3210.



Board Action Form

MEETING DATE	2/27/2024			
TITLE	Residential Solid Waste, Yard Waste, Recycling Collection & Disposal RFP			
SUBMITTED BY	Name & Title: Jordin Alexander, Chief of Staff Department: Administration			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R022724A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☒ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☐ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☒ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	Considering growing concerns from residents and HOAs surrounding trash collection in Fishers, the City is exploring the potential of a city-wide trash collection contract to provide waste and recycling collection services to residents in single family residences. The City is requesting proposals from eligible contractors by way of the attached RFP. The approach to collecting proposals allows for a negotiation period with offerors, following the collection of proposals from contractors.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	
	4.	
PROJECT TIMELINE	Board of Works ("BPW") Adopts Proposed RFP---- Feb 27, 2024 City Publishes Notice of Intent to Issue RFP----- March 4, 2024 Deadline to Submit Comments on Proposed RFP---- April 3, 2024 BPW Adopts Final RFP----- April 9, 2024 City Publishes Notice of RFP----- April 15, 2024 Deadline to Submit Proposals----- June 1, 2024 (Due by 10:00 AM) Negotiations With Offerors (if any) ----- June-July 2024 BPW Public Hearing on Contract & Resolution----- July 9 or 23, 2024 Common Council Rate Ordinance & Public Hearing -----Aug-Oct 2024 Services to Begin----- January 1, 2025	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Adopt Proposed RFP	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R022724A

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY ADOPTING PROPOSED REQUEST FOR PROPOSAL PURSUANT TO
INDIANA CODE § 36-9-30-5.3**

WHEREAS, Pursuant to Indiana Code §36-9-30-1 *et seq.* and specifically §36-9-30-5.3 (the “Act”), the City of Fishers Board of Public Works & Safety (the “Board”) is authorized to enter into a contract or agreement with any person upon such terms as may be agreed upon for the collection and disposal of solid waste (the “Services”);

WHEREAS, in order to enter into a contract or agreement for the Services, the Board may solicit proposals (“Request for Proposals”), conduct discussions, have eligible proposers revise their proposals, and negotiate best and final offers with responsible proposers who submit proposals that the City determines to be reasonably susceptible of being selected for award of the Services;

WHEREAS, before issuing a Request for Proposals, a board shall adopt a proposed Request for Proposals and publish a public notice concerning the Request for Proposals (“Public Notice”);

WHEREAS, the Public Notice may include the criteria according to which proposers may be selected and must (1) include the intent to issue a Request for Proposals and (2) designate times and places where the proposed Request for Proposals may be viewed by the general public;

WHEREAS, after the publication of a Public Notice, the Board shall allow a period of at least thirty (30) days for the submission of comments on the scope or content of the proposed Request for Proposals;

WHEREAS, after the thirty (30) day comment period, the Board may select proposers and adopt a final Request for Proposals;

WHEREAS, the Request for Proposals adopted must include (1) a clear identification and specification of all elements of cost that would become charges to the municipality, in whatever form, in return for the fulfillment by the proposer of all tasks and responsibilities established by the request for proposals for the full term of the proposed contract for the collection and disposal of solid waste, including such appropriate matters as (A) proposals for project staffing; (B) implementation of all work tasks; (C) carrying out of all responsibility required by the proposed contract; and (D) the cost of planning, design, construction, operation, management, or maintenance of any facility, and the cost of processing or disposal of solid waste;

WHEREAS, the Board may not receive responses to the Request for Proposals until at least thirty (30) days after notification of the final Request for Proposals.

WHEREAS, the Board (1) shall evaluate the proposals it receives as to net cost or revenues; and (2) may, in a manner consistent with provisions set forth in the Request for Proposals, evaluate the proposals on the basis of additional factors such as (A) the technical evaluation of facility design, (B) net energy efficiency, (C) environmental protection, (D) overall system reliability, and (E) the financial condition of the proposer;

WHEREAS, the Board may negotiate with any responsible proposer;

WHEREAS, after giving public notice including the date, time, and place of the hearing, the Board shall hold a public hearing at which the public may submit comments on the contract to be awarded;

WHEREAS, after the public hearing, the board shall make a contract award to the responsible proposer selected based on a determination by the Board that the selected proposal is the most responsive to the needs of the municipality; and

WHEREAS, the proposed Request for Proposal and Qualifications attached hereto and incorporated herein as Exhibit A are in compliance with the Act and the City desires to proceed with the adoption.

NOW, THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows;

- Section 1.** The Board hereby approves the packet set forth in Exhibit A as the proposed Request for Proposals and Qualifications for the Services.
- Section 2.** The Board further authorizes the publication of the Notice of Intent to Issue Request for Proposals included in Exhibit A.
- Section 3.** The Board further authorizes a thirty (30) day public comment period following the publication of the Notice of Intent to Issue Request for Proposals. All comments should be submitted to the Clerk of the Board of Public Works & Safety at adrianok@fishers.in.us by April 3, 2024.
- Section 4.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 27th Day of February 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

“I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennett

CITY OF FISHERS, INDIANA

Request for Proposals and Qualifications

**RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING
COLLECTION AND DISPOSAL**

Issued: _____

Deadline for Proposals: _____

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

SUMMARY OF THE REQUEST FOR PROPOSALS	1
I. Executive Summary/Introduction	1
II. Procurement Process	2
III. Proposal Contents	2
IV. Proposal Evaluations	4
V. Assumption of Liability	4
NOTICE OF INTENT TO ISSUE REQUEST FOR PROPOSALS	5
NOTICE OF REQUEST FOR PROPOSALS	6
INSTRUCTIONS TO OFFERORS	8
REQUEST FOR CLARIFICATION	14
BID FORM	15
BID BOND	16
SIGNATURE AFFIDAVIT	18
AFFIDAVIT OF NON-COLLUSION	20
AFFIDAVIT OF NON-DISCRIMINATION	21
NOTICE OF AWARD	22
CONTRACT BETWEEN CITY OF FISHERS, INDIANA AND CONTRACTOR - RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT	24
PERFORMANCE BOND	46
PAYMENT BOND	50
NOTICE TO PROCEED	52
SPECIFICATIONS	53
A. SCOPE OF SERVICES	53
B. AREA TO BE SERVICED	53
C. DEFINITIONS	53
D. DESCRIPTION OF SERVICES	55
E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS	59
F. CONTRACTOR'S EQUIPMENT	62
G. CONTRACTOR'S EMPLOYEES	63
H. CONTRACTOR'S DISPOSAL SITE	63
I. CONTRACTOR SUPPORT OF CITY'S PUBLIC EDUCATION PROGRAM	64
J. CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS	64
K. CONTRACTOR COMPLAINT PROCEDURE	65
L. CONTRACTOR PROVISION OF CONTAINERS	66
M. CONTRACTOR'S COLLECTION AND REPORTING DATA	67

N. CITY RESPONSIBILITIES AND REQUIREMENTS	67
O. RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS	68
P. NON-DISCRIMINATION.....	68
Q. CONTRACTOR BID, PERFORMANCE AND PAYMENT BOND REQUIRED	69
R. REVISED FORM 96	69
EXHIBIT 1 - CITY OF FISHERS MUNICIPAL BOUNDARIES	70
EXHIBIT 2 - CITY FACILITY NEEDS	71

SUMMARY OF THE REQUEST FOR PROPOSALS

I. Executive Summary/Introduction

The City of Fishers, Indiana (the “City”) is pleased to present this Request for Proposal (“RFP”) to prospective entities (the “Offeror(s)”) interested in submitting proposals and statements of qualifications (“Proposal(s)”) to provide for residential solid waste, yard waste, and recycling collection and disposal within the City (the “Services”).

Sealed Proposals in response to the City’s RFP may be received by the city at the Fishers City Services Building Attn: Jordin Alexander, 3 Municipal Drive, Fishers, IN 46038, until June 1st, 2024 @ 10 a.m., local time. The Proposal should be clearly marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" on the outside of the envelope, and as otherwise set forth in the RFP Documents.

General Services Description

In general, the Services outlined in this RFP consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include weekly Yard Waste collection, and Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Fishers, Indiana and Contractor, and the City of Fishers Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications (the “Specifications”). Once the City selects the contractor, the City anticipates that the City will adopt rates and charges for the Services and collect monthly fees from the Residential Units as otherwise set forth in the Contract and Specifications; however, the City is willing to consider alternative proposals for direct billing and collection by the contractor if the City determines it to be in its best interest.

Overview of Proposal/Bid Requirements

The City is using an RFP process in which Offerors will submit bids based on the Specifications and Contract as set forth in the RFP Documents (the “Bid(s)”), along with additional information concerning the Offeror’s qualifications and plan for the Services. The Bid will constitute an offer from the Offeror to provide the Services to the Specifications under the terms of the Contract and in conformance with the RFP Documents.

In addition, Offerors may submit with their Proposal proposed alternatives, if any, to the Specifications and Contract, along with a statement of resulting change in price in the event the City determines to alter the Specifications and Contract as proposed. However, any such proposed revisions will have no impact on the Offeror’s Bid, which may be accepted by the City without any of the alternatives separately included in the Offeror’s Proposal.

Following receipt of the Proposals, the City may accept any Bid to the original Specifications and Contract and proceed with entering into the Contract with such Offeror, or may conduct discussions with Offerors, negotiate with Offerors, and/or enter into an amended contract with revised specifications that the City determines to meet the City’s needs and be in the best interest of the City and its residents.

II. Procurement Process

Pursuant to Indiana Code 36-9-30-5.3, the City is authorized to solicit proposals, to conduct discussions with Offerors, to have eligible Offerors revise their proposals, and to negotiate best and final offers with responsible Offerors who submit proposals that the City determines to be reasonably susceptible of being selected for award of the Services. Prior to issuing the final RFP, the City will accept comments on the RFP for the City’s consideration.

Questions regarding this RFP should be submitted in writing via email to _alexanderj@fishers.in.us. The City may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format and available to other Offerors upon request.

An approximate schedule of the procurement process is as follows:

Board of Works (“BPW”) Adopts Proposed RFP	Feb 27, 2024
City Publishes Notice of Intent to Issue RFP	March 4, 2024
Deadline to Submit Comments on Proposed RFP	April 3, 2024
BPW Adopts Final RFP	April 9, 2024
City Publishes Notice of RFP	April 15, 2024
Deadline to Submit Proposals	June 1, 2024 (Due by 10:00 AM)
Negotiations With Offerors (if any)	June-July 2024
BPW Public Hearing on Contract & Resolution	July 9 or 23, 2024
Common Council Rate Ordinance & Public Hearing	Aug-Oct 2024
Services to Begin	January 1, 2025

This schedule is subject to modification at the discretion of the City.

III. Proposal Contents

Each Offeror should submit its Proposal in accordance with the Instructions to Offerors included in the RFP Documents. Proposal packets should include:

- **Cover Letter**

The Proposal should be accompanied by a cover letter that designates the Offeror's preferred contact person and office in charge (name, phone number, email address) for all correspondence through the RFP process.

- **Bid**

Each Proposal must include a completed Bid Form based on the Contract and Specifications as set forth in the final RFP documents, and must including additional materials required by the RFP Documents (e.g., Form No. 96, Bid Bond, Signature Affidavit, Non-Collusion Affidavit, and Non-Discrimination Affidavit).

- **Services Plan, Approach, and Proposal Alternatives**

Describe the Offeror's plan and approach to the Services, including a description of the project team, credentials of key project team members, and roles and responsibilities.

If the Offeror believes the City should consider changes to the Specifications or Contract, provide specific proposed changes and explain how the change, if accepted by the City, will impact the price for the Services, including the specific amount of prices to be increased or decreased based on the proposed changes.

- **Experience**

List no more than five (5) projects led by Offeror that are most representative of Offeror's performance in the delivery of services similar to this RFP. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members.

- **Qualifications**

Include in the main narrative of the Proposal a description of the Offeror's qualifications to perform the Services in accordance with the requirements of the RFP. Provide (3) three references from past projects, including project name and contact information of the owner or owner's representative.

Provide a statement of the Offeror's financial capacity relative to the scope of the Services. State whether the Offeror or any of its team members, officers, principals, or shareholders have filed bankruptcy, voluntarily or involuntarily, or has defaulted on a loan or other financial obligation in the past ten (10) years.

List any lawsuits filed against the Offeror or its affiliates in the last 5 years, and the current status of the lawsuit or resolution. Describe any pending or contemplated litigation or conflicts of interest which are material to the Offeror's business, financial condition, or qualifications for the Services.

- **Non-Collusion Affidavit**

Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFP process by executing and returning with its Proposal the Non-Collusion Affidavit in the form set forth in the RFP Documents.

IV. Proposal Evaluations

The City's decision to enter into a contract with an Offeror will be made primarily on the basis of the most advantageous price to the City and its residents for the most advantageous services by a qualified Offeror, and may also include consideration of Services approach, ability to provide the Services in a timely and professional manner, cost considerations, impact on the City's other services and infrastructure, and ability to deliver the City with the best value and public benefit over the life of the Services, and the best interests of the City and its residents. The City reserves the right to reject all offers and shall make a decision it believes is in the best interest of the City.

The City may investigate the qualifications of any Offeror, require confirmation of information furnished, and require additional evidence of qualifications. The City also reserves certain rights, including, but not limited to, the following: (a) Accept a Bid and proceed to Contract; (b) Reject any or all Proposals; (c) Issue subsequent RFPs; (d) Cancel the entire RFP; (e) Remedy any errors in the RFP process; (f) Appoint additional persons or committees to review qualifications and Proposals; (g) Seek the assistance of outside technical experts in evaluation; (h) Approve or disapprove of the use of particular subcontractors; (i) Establish a shortlist of eligible Offerors for discussions or negotiations after review of Proposals; (j) Negotiate with any or all Offerors; (k) Solicit best and final offers from all, some, or none of the Offerors; (l) Enter agreements with all, some, or none of the Offerors; (m) Waive informalities and irregularities in the RFP; and (n) Enter a Contract without additional discussions or negotiations. Any decision made by the City, including selection of a Proposal, shall be final and is not subject to appeal.

V. Assumption of Liability

The City and its advisors and consultants assume no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Offeror.

In no event shall the City or its advisors or consultants be bound by, or be liable for, any obligations with respect to the Service until such time (if at all) a written agreement, in form and substance satisfactory to the City, has been executed and authorized by the City. It is an express condition of tender and consideration of any proposal that the Offeror release the City and all its elected and appointed officials, representatives, attorneys, accountants, consultants, engineers and employees from all causes of action, suits, claims or demands which may arise as a result of any decision made as a result of this RFP.

Any and all information made available to the Offerors is made for convenience purposes and is without representation or warranty of any kind.

NOTICE OF INTENT TO ISSUE REQUEST FOR PROPOSALS

CITY OF FISHERS, INDIANA

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Pursuant to Indiana Code 36-9-30-5.3, notice is hereby given that the City of Fishers, Indiana (the “City”) intends to issue a Request for Proposals and Qualifications (“RFP”) for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal within the City (the “Services”). In general, the proposed Services consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities.

Beginning on March 4, 2024, the proposed RFP may be viewed by the general public during business days, 8:30 a.m. to 4:30 p.m., at the following location:

Fishers City Services Building (Front Desk)
3 Municipal Drive
Fishers, IN 46038

The RFP may also be viewed online at <https://fishers.in.gov>. Questions regarding the RFP should be submitted in writing via email to alexanderj@fishers.in.us.

The City will further receive written comments on the proposed RFP until **April, 3, 2024 @ 10:00 a.m.**, local time, to the City of Fishers, Attn: Residential Solid Waste RFP Comments, Fishers City Hall, 3 Municipal Drive, Fishers, IN 46038, or emailed to _alexanderj@fishers.in.us. Comments may address the scope or contents of the proposed RFP. Following the completion of the comment period, the City may issue the RFP as originally proposed or as may be modified.

City of Fishers, Indiana

NOTICE OF REQUEST FOR PROPOSALS

CITY OF FISHERS, INDIANA

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Notice is hereby given that Sealed Proposals for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal (the “Services”) will be received by the City of Fishers, Indiana (the “City”), Fishers City Services Building Attn: Jordin Alexander, Fishers City Hall, 3 Municipal Drive, Fishers, IN 46038, until **June 1st, 2024 @ 10 a.m.**, local time. The Proposal should be clearly marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" on the outside of the envelope, and as otherwise set forth in the RFP Documents. The Proposals will be publicly opened at 11 a.m. on June 1, 2024, at Fishers City Services Building and then taken under advisement.

In general, the Services outlined in the RFP consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Fishers, Indiana and Contractor, and the City of Fishers Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications (the “Specifications”). Copies of the RFP Documents may be examined without charge at the Fishers City Services Building, 3 Municipal Drive, (Front Desk) Fishers, Indiana 46038, or is available online at <https://fishers.in.gov>.

Proposals are required to include a Bid based on the Contract and Specifications as set forth in the RFP Documents but may also propose alternative contract terms and specifications for the Services. Any such alternative proposals should include a statement of the impact of each proposed alternative on the price. Proposals must be submitted on the forms in the RFP Documents, must contain the names of every person or company interested therein, and shall be accompanied by:

- (1) Indiana State Board of Accounts Revised Form No. 96 as required in the Instruction to Proposers, including a financial statement, a statement of experience, a proposed plan or plans for performing the Services and the equipment the Proposer has available for the performance of the Services;
- (2) Bid Bond or certified check in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety or on a solvent bank. The Bid Bond or certified check shall be evidence of good faith that the successful Proposer, if the original Bid is accepted, will execute the Contract as included in the RFP Documents. The Bid Bond or certified check shall be made payable to the City.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no Proposer shall withdraw its Bid within one hundred eight (180) days after the actual opening of the Bids.

All Bid Bonds and certified checks of unsuccessful Offerors will be returned upon selection of the successful Proposer and execution of the Contract, and provision of the required Performance and Payment Bonds.

A Performance Bond with good and sufficient surety, acceptable to the City, on the form enclosed, shall be required of the successful Proposer in an amount equal to at least one hundred percent (100%) of the Contract Sum for one (1) year, conditioned upon the faithful performance of the Contract.

The Contractor shall execute a Payment Bond to the City, approved by the City, on the form enclosed, and for the benefit of the City, in an amount equal to one hundred percent (100%) of the Contract Sum for one (1) year. The Payment Bond is binding on the Contractor, its subcontractors and material suppliers, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the City's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.

At the City's discretion, to further assist in its evaluation, one or more responding Offerors may be requested to participate in discussions or negotiations. The City may accept any Bid as submitted, or alternatively may negotiate with Offerors on the scope of services, specifications, contract terms, or any other aspect of the RFP. The City reserves the right to reject and/or cancel any and all Bids or Proposals, and/or to waive any informalities. , solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2.

City of Fishers, Indiana

INSTRUCTIONS TO OFFERORS

1. Defined Terms. Terms used in these Instructions to Offerors, which are defined in the Specifications and shall have the meanings assigned to them in the Specifications. Certain additional terms used in these Instructions to Offerors have the meanings indicated below, which are applicable to both the singular and plural thereof.

1.1 Offeror - One who submits a Proposal directly to the City.

1.2 Successful Offeror - The Offeror to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

2. Copies of RFP Documents

2.1 Complete sets of the RFP Documents may be obtained as stated in the Notice of Request for Proposals.

2.2 Complete sets of RFP Documents shall be used in preparing Proposals; the City assumes no responsibility for errors from the use of incomplete RFP Documents.

2.3 The City in making copies of RFP Documents available on the above terms does so only for the purpose of obtaining Proposals and does not confer a license or grant for any other use.

3. Qualifications of Offerors. To demonstrate qualifications to perform the Services, each Proposal must include written evidence, such as financial data, previous experience, present commitments, equipment manufacturers to be used, a list of key personnel proposed for the Services along with their experience. The evaluation of the Offeror's qualifications will be based on all of the written evidence presented. Each Proposal must contain evidence of Offeror's qualification to do business in the State of Indiana or covenant to obtain such qualification prior to award of the Contract.

4. Examination of RFP Documents.

4.1 It is the responsibility of each Offeror before submitting a Proposal to:

4.1.1 Examine thoroughly the RFP Documents;

4.1.2 Visit the site to become familiar with and satisfy Offeror as to the general service and local conditions that may affect cost, progress, performance or furnishing of the Services;

4.1.3 Consider federal, state and local law and regulations that may affect cost, progress, performance or furnishing of the Services;

4.1.4 Study and carefully correlate Offeror's knowledge and observations with the RFP Documents; and

4.1.5 Promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which Offeror discovers in the RFP Documents.

4.2 Before submitting a Proposal, each Offeror will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions which may affect cost, progress, performance or furnishing of the Services or which relate to any aspect of the means, methods, techniques, sequences or procedures to be employed by Offeror and safety precautions and programs incident thereto or which Offeror deems necessary to determine its Proposal for performing the Services in accordance with the time, price and other terms and conditions of the RFP Documents.

4.3 Reference is made to the Specifications for the identification of the general nature of Services that are to be performed for which a Proposal is to be submitted.

4.4 The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement, that without exception the Proposal is premised upon performing the Services required by the RFP Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown or indicated or expressly required by the RFP Documents, that Offeror has given the City written notice of all conflicts, errors, ambiguities and discrepancies that Offeror has discovered in the RFP Documents and the written resolutions thereof by the City is acceptable to Offeror, and that the RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Services

5. Availability for Services. The lands upon which the Services are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Services are identified in the RFP Documents. All additional lands and access required for temporary facilities, equipment, or storage of materials and equipment to be incorporated in the Services are to be provided by and at Contractor's cost.

6. Interpretations and Addenda

- 6.1 All questions about the meaning or intent of the RFP Documents are to be directed to the City. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by written Addenda, mailed or delivered to all parties recorded by the City as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for receiving of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify the RFP Documents as deemed advisable by the City.

7. Bid Security

- 7.1 Each Proposal must be accompanied by Bid security made payable to the City in an amount stated in the Notice of Request for Proposals and in the form of a certified check or a Bid Bond (on the form attached) issued by a Surety meeting the requirements of the RFP Documents.
- 7.2 The Bid security of the successful Offeror will be retained until such Offeror has executed the Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Offeror fails to execute and deliver the Contract and furnish the required contract security within seven (7) days of the time specified in the Notice of Award, the City may annul the Notice of Award and the Bid security of that Offeror will be forfeited. The Bid security of other Offerors whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of seven (7) days after the execution of the Contract or the time specified in the Notice of Request for Proposals, whereupon Bid security furnished by such Offerors will be returned. Bid security with Proposals which are not competitive will be returned within seven (7) days after the Proposal opening.

8. Substitute and "Or-Equal" Items. The Contract, if awarded, will be on the basis of the Services described in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the City, application for such acceptance will not be considered by the City until after the execution of the Contract.

9. Bid Form.

- 9.1 The Bid Form is included with the RFP Documents.
- 9.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- 9.3 Bids must be attached to State Form 96.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by the general partner, whose title must appear under the signature, and official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed in blue ink below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 9.7 The address and telephone number for communications regarding the Bid must be shown.
- 9.8 Evidence of authority to conduct business as an out-of-state corporation in the State of Indiana shall be provided, if necessary.
- 9.9 In all unit price items, the Offeror shall fill in the unit price for each item and in addition thereto make an extension based on the estimated quantities.

10. Submission of Proposals. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be enclosed in an opaque sealed envelope, marked with the required title marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" and name and address of Offeror and accompanied by the Bid Security and other required documents. If the Proposal is sent through the mail or other delivery system, the sealed opaque envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED."

11. Opening of Proposals. Proposals will be opened and at the place designated in the Notice of Request for Proposals. An abstract of the amounts of the base Bids and Alternates (if any) will be made available to Offerors after the opening of Proposals.

12. Bids to Remain Subject to Acceptance. All Bids shall remain subject to acceptance for the time stated in the Notice of Request for Proposals, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date. Offerors are notified that the actual scheduled date for Service performance is anticipated to be January 1, 2025. As such, the City will not actually award the Contract until approximately October 1, 2024. Contractor agrees by submitting a Bid to hold the Bid open until November 1, 2024.

13. Award of Contract

- 13.1 The City reserves the right to reject any and all Proposals, including without limitation the right to reject any and all nonconforming, non-responsive, or conditional Bid and to reject the Bid of any Offeror if the City believes that it would not be in the best interest to make an award to that Offeror, whether because the Bid is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City reserves the right to waive any and all informalities and to negotiate contract terms with the successful Offeror. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.
- 13.2 In evaluating Proposals, the City will consider the qualifications of the Offeror, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 13.3 The City may consider the qualifications and experience of suppliers, and other persons and organizations proposed for those portions of the Services as to which the identity of other persons and organizations must be submitted as provided in the RFP Documents. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Services when such data is required to be submitted prior to Notice of Award.
- 13.4 The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Services in accordance with the RFP Documents to the City's satisfaction within the prescribed time.
- 13.5 If the Contract is to be awarded, it will be awarded to the Offeror whose evaluation by the City indicates to the City that the award will be in the best interests of the Services. Each Offeror agrees to waive any claim it has or may have against the City, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal.
- 13.6 If the Contract is to be awarded, the City will give the successful Offeror a Notice of Award after the day of the Proposal opening.

14. Notice of Award and Award Procedure. Prior to execution of the Contract, the City will issue to the successful Offeror a Notice of Award stating that its Bid was the responsible and responsive bid and that the enclosed Contract is submitted for execution without further negotiation. If the successful Offeror finds it in accordance with the RFP Documents, it is to be returned to the City by certified mail or in person after receipt for further execution and with the

caution that a Contract will not exist until it is signed by all signatories required. Failure to execute the proper Contract and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

15. Contract Security. The Specifications, Contract and the enclosed Performance and Payment Bond forms set forth the City's requirements as to performance and payment bonds. When the successful Offeror delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds on the attached forms.

16. Signing of Contract. Contractor shall sign and deliver at least three (3) counterparts of the Contract and attached documents to the City with the required Bonds. The City shall deliver one (1) fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Specifications with appropriate identification.

17. Indiana Revised Form 96. Each Offeror shall submit State of Indiana, Revised Form 96 with and as a part of their Bid.

REQUEST FOR CLARIFICATION

RFC # _____
(To be completed by City)

Date: _____
Services: _____
City: _____
Contractor: _____

Phone #: _____

Fax #: _____

Ref. Spec. Sect. _____

Clarification Request:

_____ Response needed by: _____

Note: Any responses will be made in writing and made available to all offerors.

BID FORM

[SEE NEXT PAGE FOR FORM]

BID BOND

BIDDER / PRINCIPAL (Name and Address):

SURETY (Name and Address of Principal Place of Business):

CITY City of Fishers, Indiana

CONTRACT: Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract:

BID

Bid Due Date:

BOND

Bond Number:

Date: (Not earlier than Bid due date):

Penal Sum (10% of Bid): _____ \$ _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

“Bidder”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter-
signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay City upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder’s and Surety’s liability. Recovery of such penal sum under the terms of this Bond shall be City’s sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto City in the full and just sum equal to ten percent (10%) of the price stated in the Bid, including accepted alternates, if any, to be paid

upon demand of the City, plus interest at the maximum legal rate from date of demand and any attorneys' fees and court costs incurred by City to enforce this Bid Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required (or any extension thereof agreed to in writing by City) the executed Contract, Performance and Payment Bonds required.

3. This obligation shall be null and void if:

3.1 City accepts Bidder's Bid and Bidder delivers within the time required (or any extension thereof agreed to in writing by City) the executed Contract, Performance and Payment Bonds and other documentation required to be delivered prior to commencement of Services, or

3.2 All Bids are rejected by City.

4. Payment under this Bond will be due and payable upon default of Bidder and within ten (10) calendar days after receipt by Bidder and Surety of written notice of default from City, which notice will be given with reasonable promptness, identifying this Bond and the Bid and/or Contract and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to ten (10) calendar days after the notice of default required in Paragraph 4 above is provided to Bidder and Surety.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Boone County, Indiana.

7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

8. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

[END OF DOCUMENT]

SIGNATURE AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned notary public, appeared _____ and being duly sworn, on his/her oath says that he/she is the _____ of _____ on _____ the City of Fishers, Indiana, Residential Solid Waste, Yard Waste, Recycling Collection and Disposal, and affirmed that:

1. This Bid is submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Contract, Specification and Addendums thereto), if the Bid is accepted;
2. The statements contained in the Non-Collusion Affidavit are true;
3. The statements contained in the Non-Discrimination Affidavit are true;
4. The information contained in Part II of the Bid experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96A, when required, is true, correct, and current.

By: _____
(Signature)

(Title)

(Printed or typed name of Company)

(Must be signed by principal of organization)

STATE OF _____)
) SS:
COUNTY OF _____)

_____ personally appeared before me, a Notary Public, in and for said County and State, this _____ day of _____, 2024, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

My County of Residence:

(S E A L)

Notary Public – Signature

Notary Public – Printed Name

AFFIDAVIT OF NON-COLLUSION

The Offeror, by its officers and its agents or representatives present at the time of filing the Bid, first duly sworn, on their oath say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Offeror, or with any agent or representative of the City whereby such affiant or affiants or either of them, has paid or is to pay to such other Offeror anything of value whatever or such affiant or affiants or either of them have not, directly or indirectly, entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bid(s); but no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Offeror any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid.

(Name of Contractor)

Subscribed and sworn to this _____ day of _____, 20____.

Printed:_____

(S E A L)

My Commission Expires: _____, 202__.

Resident of _____ County.

[Note: The form must be signed by the same person(s) who sign(s) the Bid.]

AFFIDAVIT OF NON-DISCRIMINATION

Pursuant to Ind. Code § 5-16-6, this "Affidavit of Non-Discrimination" is hereby incorporated in and made a part of the Contract dated _____ between the City of Fishers, Indiana, and the undersigned _____ (herein called the "Contractor").

During the performance of this Contract, the Contractor agrees as follows:

1. That in the hiring of employees for the performance of Services under the Contract or any subcontract hereunder, neither the contractor nor subcontractor, nor any person acting on behalf of the contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work/services to which the employment relates;
2. That neither the contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of Services under the Contract on account of race, religion, color, sex, national origin or ancestry;
3. That there may be deducted from the amount payable to the Contractor by the City, under the Contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
4. That the Contract may be canceled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.

(Name of Contractor)

By: _____

Title: _____

[Must be signed by principal of organization or person executing Signature Affidavit].

Subscribed and sworn to this _____ day of _____, 2024.

(S E A L)

Printed: _____

My Commission Expires: _____

Resident of _____ County.

NOTICE OF AWARD

“ _____ ”
“ _____ ”
“ _____ ”
“ _____ ”

Services: City of Fishers, Indiana, Residential Solid Waste, Yard
Waste, Recycling Collection and Disposal.

The City has considered the Bid submitted by “ _____ ” (“ _____ ”) for the above described Services in response to the City’s Request for Proposals and Instructions to Offerors. The City has accepted the following Items of the Bid:

Additional Items, including, but not limited to:

You are notified that your Bid has been accepted for the items referenced above as provided in _____’s Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Bid Form.

You are required by the Request for Proposals and Instructions to Offerors to execute “ _____ ” (“ _____ ”) copies of the attached Contract Between City of Fishers, Indiana, and Contractor (the “Contract”) and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within “ _____ ” (“ _____ ”) calendar days from the date of this Notice of Award.

If you fail to execute the Contract and to furnish the required Performance Bond, Payment Bond and Certificates of Insurance within “ _____ ” (“ _____ ”) days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the City’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond or certified check. The City will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 2024.

CITY OF FISHERS, INDIANA

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____ this _____ day of
_____, 2024.

CONTRACT BETWEEN
CITY OF FISHERS, INDIANA

AND

“CONTRACTOR”

RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING
COLLECTION AND DISPOSAL CONTRACT

**RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING
COLLECTION AND DISPOSAL CONTRACT**

This Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract (“Contract”), is made and entered into on this “___” day of “_____”, 2024, by and between the City of Fishers (“City”) and _____ (“Contractor”), a corporation duly organized under the laws of the State of _____, and being duly licensed to do business in the State of Indiana for Residential Solid Waste and Recycling Collection and Disposal. The City and Contractor agree as set forth below:

1. **The Services.** The intent of the Contract is to provide a comprehensive Solid Waste, Yard Waste collection and disposal service consisting of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly curbside commingled Recycling from all eligible Residential Units within the limits of the City. Alternatively, the services may include Solid Waste and Recycling collection and disposal for designated City Facilities. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the services generally described herein, in accordance with the Contract Documents (as hereinafter defined) or reasonably inferable as necessary to produce the results intended by the Contract Documents (all hereinafter called the “Services”).

A **Supervision and Procedures.** Contractor shall supervise and direct the Services using Contractor's best skill. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for the Services. Contractor shall be an independent contractor and operate as a separate entity from the City. Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors, and all other persons performing portions of the Services.

B **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

C **Taxes.** Contractor shall pay all sales, consumer, use and similar taxes for the Services provided by Contractor.

D **Permits, Licenses, Fees and Notices.** Contractor shall secure and pay for all required and necessary permits, licenses, governmental fees and inspections necessary for the proper execution of the Services. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Services. If Contractor performs Services contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility and shall bear the attributable costs.

E **Maps or Graphic Depictions.** The City shall furnish maps or graphic depictions describing the geographical boundaries for the provision of the Service. Such materials are for informational purposes only and City shall not be liable for inaccuracies or omissions therein, nor

shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Services in accordance with the Contract Documents.

F **Subcontractors.** The Contractor shall not assign any right or interest under the Contract, including the right to payment. Any attempt by the Contractor to assign any portion of the Contract shall not relieve the Contractor from any responsibility to fulfill its obligations in accordance with the provisions of the Contract Documents and shall be considered a breach of this Contract.

G **Labor Relations.** Contractor shall assure harmonious labor relations to prevent any delays, disruptions, or interference in the Services. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor, Contractor's suppliers, or other such persons or entities. Contractor agrees that it will bind and require its suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract.

H **Representations.** Contractor represents and warrants the following as a material inducement to the City to execute this Contract, which representations and warranties shall survive the execution or termination of this Contract, and the final completion of the Services:

1. Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Services and perform its obligations hereunder and has sufficient experience and competence to do so;
2. Contractor has reviewed the maps or graphic depictions and is familiar with the local conditions under which the Services are to be performed and has correlated its observations with the requirements of the Contract Documents;
3. Contractor possesses the required level of experience and expertise in the business administration and performance of Services of the size, complexity and nature of the Services involving, among other things, the Services to be performed hereunder, and will perform the Services with the care, skill, and diligence of such a Contractor; and
4. Contractor represents and warrants that it has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:
 - a. employed or retained any company or person to solicit or secure this Contract;
 - b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent

upon or resulting from the award of and the execution of this Contract, excepting such consideration and subject to the terms and conditions of the Contract.

For a breach or violation of this representation, the City shall have the right to cancel this Contract without liability and to recover any and all monies or other consideration paid hereunder.

I **The City's Right to Stop the Services.** If Contractor fails to correct or persistently fails to carry out Services in accordance with the Contract Documents, the City may order Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Services shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity. Contractor shall have no right of action or claim against the City for or on account of orders for Service stoppage if given in good faith and upon reasonable belief that sufficient grounds exist.

J **The City's Right to Carry Out the Services.** If Contractor defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or negligence with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the City.

K **Warranty.** Contractor warrants to the City that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise permitted by the Contract Documents, and that the Services will conform with the requirements of the Contract Documents. Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

L **Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and its officers, directors, employees, agents and consultants and Residential Unit Owners from and against all claims, costs, losses and damages (including but not limited to all attorneys' fees and costs) caused by, arising out of or resulting from the performance of the Services, provided that any such claim, costs, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Contractor, material supplier, person or organization directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by law regardless of the negligence of any such person or entity.

In any and all claims against the City or any of its agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of Contractor, material supplier, person or organization directly or indirectly employed by any of them to perform

or furnish any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such material supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Contract.

2. **Contract Documents.** The Contract Documents consist of this Contract, the Specifications identified in Exhibit A, Contractor's Bid identified in Exhibit B, and written modifications issued after execution of this Contract. The Contract Documents form the Contract for Services and represent the entire and integrated Contract between the parties hereto and supersede any and all prior negotiations, representations or Contracts, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the City and any persons or entities other than the Contractor.

The Specifications are the written requirements for materials, equipment, systems and standards for the Services, and performance of related Services including the directions, provisions and requirements pertaining to performance of the Services. Contractor shall promptly call to the attention of the City any discrepancy or conflict in the Specifications that affects the Services. In the event of an inconsistency or conflict within the Specifications, not clarified by addendum, the better quality or greater quantity of Services shall be provided. Likewise, the Services to be undertaken by Contractor shall include all incidental services necessary for the completion of the Services even though it may not be specifically described in the Specifications.

Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by the City and has reported to the City all errors, inconsistencies, or omissions. Contractor shall have no rights against the City for errors, inconsistencies, or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Contract. Contractor warrants and represents to the City that the Specifications for the Services are suitable for the Services and guarantees the sufficiency of the Specifications for the intended purpose and agrees that it will perform the Services and complete the same to the satisfaction of the City.

3. **Contract Sum and Payment.** The City agrees to pay Contractor monthly for the provision of the Services to each Residential Unit and City Facilities for the preceding month as prescribed in Contractor's Bid Form, a portion of which is attached hereto as Exhibit B (the "Contract Sum"). Contractor agrees that its payment from the City is contingent upon the actual amounts received by the City from each Residential Unit; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for the Services and enforce its collection rights against the Residents; actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor. The Contract Sum, including authorized adjustments, is the total amount payable by the City to Contractor for performance of the Services under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of

completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum. The Contract Sum may be changed only by Change Order.

A **Alternates / Unit Prices.** Contractor has included in the Contract Sum the alternates and unit prices described in Exhibit B hereto. Items covered by alternates and unit prices shall be supplied for such amounts and by such persons or entities as the City may direct. Unless otherwise provided in the Contract Documents: (1) materials and equipment under an alternate and unit price shall be selected promptly by the City to avoid delay in the Services; (2) alternates and unit prices shall cover the cost to Contractor of the Services provided and all required taxes; (3) Contractor's costs for labor, overhead, profit and other expenses contemplated for stated alternate and unit price amounts are included in the Contract Sum; and (4) whenever alternate and unit price Services are more than or less than alternates and unit prices, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the alternate and unit price sum specified.

B **Applications for Payment.** All payments provided herein are subject to funds as provided by the City and the laws of the State of Indiana. The City shall make payments within thirty (30) days of actual receipt of Contractor's Application for Payment for the Services. By the fifth (5th) day of the month, the Contractor shall submit a detail Application for Payment to the City for all Services rendered based on the number of Residential Units and City Facilities receiving Services the proceeding calendar month and as required by the Contract Documents. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as the City may require. If requested by the City prior to making said payment, Contractor shall submit to the City an Affidavit and Waiver of Lien, in the form and content attached, stipulating that all costs for labor and materials incurred in the previous month have been paid to laborers and suppliers. The City shall remit payment by the 5th day of the month thereafter or within thirty (30) days following actually receipt of Contractor's Application for Payment. All payments shall be based on the total number of Residential Units and City Facilities and the Residential Unit and City Facilities cost as detailed in the Bid Form (Exhibit B) submitted by the Contractor and made a part of this Contract.

C **Payment of Suppliers.** Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with the Services and hold the City harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees.

D **Withholding of Payment.** If any claim or lien is made or filed with or against the City, or Contract proceeds by any person claiming that Contractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Services, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any other person for whom Contractor is liable causes damages, or if Contractor fails to perform or is otherwise in default under any of the terms of the Contract

Documents, the City shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate the City for and indemnify it against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith.

If the City withholds any payment from Contractor, the City may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any direct liability on the part of the City to any supplier, equipment lessor or laborer, or any direct contractual relationship.

E **Final Payment.** Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Services have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

F **Interest.** Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise.

4. **Date of Commencement and Completion.** Contractor shall commence the Services promptly on _____ and Contractor shall provide Services until _____ subject to adjustments authorized by the City ("Contract Time"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Contract. Contractor shall not knowingly, except by Contract or instruction of the City in writing, prematurely commence operations prior to the effective date of insurance required by paragraph 7 to be furnished by Contractor.

A **Commencement.** It is not incumbent upon the City to notify Contractor when to begin (other than the Notice to Proceed), cease or resume the Services, to give early notice of the rejection of faulty Services, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates.

B **Overtime.** If the progress of the Services are delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees, then Contractor shall, in addition to all of the other obligations imposed by this Contract upon Contractor in such

cases, and at its own cost and expense, provide such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Services. If, after written notice is given, Contractor refuses to provide overtime required to make up lost time or to avoid delay in the completion of the Services, the City may hire others to perform the Services and deduct the cost from the Contract Sum.

C **Delay.** Should the progress of the Service be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees so as to cause any additional cost, expense, liability or damage to the City, or any damages or additional costs or expenses for which the City may or shall become liable, Contractor shall and does hereby agree to compensate the City for and indemnify them against all such costs, expenses, attorneys' fees, damages and liability.

D **Excusable Delay.** If Contractor is delayed, suspended, accelerated, interfered with, or otherwise hindered (collectively referred to as "hindrance" or "hindrances") at any time in the progress, performance or completion of the Services as a result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, or as the result of acts of God, the public enemy, acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or abnormal weather or on account of any acts or omissions of the City or others engaged by it (except as herein provided), or by their employees, agents or representatives, or by changes ordered in the Services by the City which are not required to correct problems or discrepancies in Contractor's Services, or by any other causes which Contractor could not reasonably control or circumvent, and which are not due to any fault, neglect, act or omission of Contractor, and the risks of which are not otherwise assumed by Contractor pursuant to the provisions of the Contract Documents, then the Contract Time shall, upon timely written request of Contractor, be extended by a period equivalent to the time lost by Change Order approved and signed by the City.

All claims for an extension of the Contract Time shall be based on written notice delivered to the City within twenty-four (24) hours of the commencement of the event or occurrence giving rise to the claim. Such notice must set forth (a) the cause of the Hindrance, (b) a description of the portion or portions of the Services affected, and (c) all details pertinent thereto, including supporting data and the specific number of days requested. It is a condition precedent to the consideration or validity of all claims for an extension of the Contract Time that such claims be made in writing and delivered in strict accordance with all applicable time limits; otherwise, such claims shall be waived, invalid and unenforceable.

E **No Damages for Delay.** Contractor agrees that, whether or not any Hindrances shall be the basis for an extension of the Contract Time, it shall have no claim for an increase in the Contract Sum, nor a claim for a payment or allowance of any kind for damage, loss or expense resulting from Hindrances, except for acts constituting intentional, arbitrary, and capricious interference, disruption, or delay by the City with Contractor's performance of its Services when such acts continue forty-eight (48) hours after Contractor's written notice to the City of such interference, disruption, or delay. The City's exercise of its rights under the Contract Documents, including but not limited to, its rights regarding changes in the Services, regardless of the extent or number of such changes or carrying out Contractor's Services by the City, directing overtime or

changes in the sequence of the Services, withholding payment or otherwise exercising its rights under the provisions of this Contract shall not be construed as intentional or unjustified interference with Contractor's performance of the Services.

5. **Changes in the Services.** Changes in the Services may be accomplished after execution of this Contract only by Change Order. Changes in the Services shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly. A Change Order is a written instrument signed by the City and Contractor and stating agreement upon all of the following: (1) a change in the Services; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.

6. **Safety.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract Documents. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees performing the Services and other persons who may be affected thereby; (2) the Services and materials and equipment to be incorporated therein, whether in storage, or under the care, custody or control of Contractor; and (3) other property, such as vehicles, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. Contractor shall erect and maintain, as required by existing conditions, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying City and users.

7. **Insurance and Bonds.**

A. **Insurance.** The Contractor shall purchase from and maintain from an insurance company or insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, in a form and substance reasonably satisfactory to the City, which afford the coverages set forth in below. This insurance shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Contract. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Services. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City. The required coverages and limits which Contractor is required to obtain are as follows:

.1 COMMERCIAL GENERAL LIABILITY

- | | | |
|----|--|----------------|
| a. | General Aggregate (including Completed Operations) | |
| | Each occurrence | \$2,000,000.00 |
| | General Aggregate | \$5,000,000.00 |
| b. | Bodily Injury & Property Damage (Combined Single Limit / | |
| | Per Occurrence) | \$2,000,000.00 |
| c. | Personal / Advertising Injury (Per Occurrence) | \$2,000,000.00 |

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate service agreements.

ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

- .2 COMMERCIAL AUTO LIABILITY (Owned, Non-Owned and Hired)
Bodily Injury & Property Damage (Per Occurrence) \$1,000,000.00
- .3 WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY
Coverage A (Worker's Compensation) - Statutory Minimum Requirements
Coverage B (Employers Liability) - \$500,000/each accident; \$500,000 Disease – each employee; \$500,000 Disease policy limit.
- .4 EXCESS LIABILITY (Umbrella Form
Each Occurrence \$5,000,000.00

All coverage provided above shall be endorsed to include the City, as an additional insured except for the Worker's Compensation/Employer's Liability. ISO forms *CG 2010 07 04* and *CG 2037* or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the City, and shall include coverage for completed operations. The policies for which the City is named as an additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the City shall be in excess of the limits provided by such policies and shall be non-contributory. All insurance requirements and limits (other than the limit for Excess Liability) contained in this Section apply to all of Contractor's subcontractors, material suppliers, vendors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits. The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of City.

B. The Contractor hereby agrees to deliver to the City, within ten (10) days of the date of the Contract and prior to bringing any equipment or personnel onto the location of the Services, certified copies of all insurance policies procured by the Contractor under or pursuant to this Section or, with consent of the City, Certificates of Insurance in form and substance satisfactory to the City evidencing the required coverages with limits not less than those specified in the Contract.

C. In no event shall any failure of the City to receive certified copies or certificates of policies required or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Services be construed as a waiver by the City of the Contractor's obligations to obtain insurance pursuant to this Section 7. The obligation to procure and maintain any insurance required by this Section 7 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

D. Waiver of Subrogation. The City and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, material suppliers, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained herein or other property insurance applicable to the Services, except such rights

as they have to proceeds of such insurance held by the City as fiduciary. The City or Contractor, as appropriate, shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the City's property insurance shall be adjusted by the City as fiduciary and made payable to the City as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

E. **Performance and Payment Bonds.** The City shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond on the forms provided in the Bidding Document, in form and substance satisfactory to the City and, without limitation, and complying at a minimum with the following specific requirements:

- .1 Except as otherwise required by Indiana statute or law, the form and substance of such bonds shall be satisfactory to the City in the City's sole judgment. Insurance and surety companies shall be deemed acceptable to the City only if such companies have a policy holders rating of "A+", "A" or "A-", in A.M. in Standard and Poor's and a financial category not less than Class VII as shown in the latest edition of Best's Key Rating Guide in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents; provided, however, that the bond is furnished by one of the aforesaid sureties that is also listed in the Department of Treasury circular 570, volume 41, no. 132, part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject circular, unless the excess, if any, is reinsured with the approval of the City;
- .2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

8. **Default and Remedies.**

A **City Default.** Contractor may terminate this Contract if the Services are stopped for a period of thirty (30) days through no act or fault of Contractor or any of its agents or employees or any other persons performing portions of the Services under the Contractor because the City has not made payment within the time stated in the Contract Documents. If the Services

are stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of any act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or its agents or employees or any other persons performing any of the Services under contract with Contractor, then Contractor may, upon seven (7) days' written notice to the City, terminate this Contract and recover from the City applicable payment for all Services executed to date. Recovery by Contractor of lost anticipated profit and other consequential damages is hereby specifically excluded.

B Termination for City's Convenience. This Contract may be terminated by the City in whole or in part without cause and for its sole convenience upon thirty (30) days' written notice to Contractor. In the event of such termination for convenience, Contractor shall be compensated for that portion of the Contract Sum earned to the date of termination, but the City shall not be liable for any additional or consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recovery, and in no event shall Contractor be entitled to recover anticipated profits and/or overhead on unperformed Services.

C Contractor Default. Contractor shall be in default of this Contract if (1) Contractor fails to perform or comply with its obligations under this Contract; (2) the City reasonably believes that Contractor is not capable of satisfactorily completing the Services; (3) Contractor becomes insolvent, is unable to meet current obligations, or seeks relief under the Bankruptcy Code or other similar law or procedure; (4) a receiver is appointed for Contractor or its property; or (5) Contractor is dissolved or otherwise ceases to exist.

If Contractor is in default, the City may, at its option, proceed with one or more of the following: (1) terminate this Contract; (2) take possession of all materials and equipment; (3) accept assignment of subcontracts, in writing; (4) finish the Services by whatever reasonable method the City may deem expedient; (5) withhold payment of all or any portion of the Contract Sum until (i) the default is cured and the Services are completed, and (ii) all costs, expenses, and damages, including supervision and any other damages incurred by the City because of default, have been determined; and/or (6) exercise any other remedy available at law or in equity. All costs, expenses, attorneys' fees and damages incurred by the City due to a default by Contractor may be deducted from the Contract Sum. Upon demand, Contractor shall pay the City the amount, if any, by which the costs, expenses, attorneys' fees and damages incurred by the City exceed the unpaid balance of the Contract Sum. Contractor shall pay the City's reasonable attorneys' fees and expenses in connection with any lawsuit or other proceeding between the City and Contractor relating to the enforcement of this Contract.

9. Miscellaneous Provisions.

A. Existing Collection Contracts. By executing this Contract, Contractor agrees to terminate its existing contract(s) for collection services, if any, within the Service limits as detailed by this Contract at no cost to the City or the Residential Unit Owner being serviced. Contractor acknowledges that this Contract is sufficient consideration for Contractor's Contract to terminate these existing contracts within the Service limits. In addition, Contractor acknowledges and understands that there may be existing contracts within the Service limits held by other providers

that may have to be phased out prior to Contractor assuming Service obligations for the entire Service area. As such, all Residential Units will be phased in as is reasonable without the City or Residential Unit Owner incurring any additional costs.

B. Governing Law. This Contract shall be governed by the laws of the State of Indiana.

C. Successors and Assigns. The Contractor respectively binds itself, its successors, assigns and legal representatives to the other party hereto in respect to covenants, Contracts and obligations contained in the Contract Documents. Contractor shall not assign this Contract without the written consent of the City. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under this Contract.

D. E-Verify Provisions. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN. The Contractor will sign City's affidavit (Exhibit E) to this effect.

Contractor and its consultant(s) and subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its consultant or subcontractor subsequently learns is an unauthorized alien. If Contractor violates this requirement, the City shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the City notifies the Contractor of the violation. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify program. If the Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Contract with Contractor for breach. However, if City determines that terminating the Contract would be detrimental to the public interest or public property, the City may allow the Contract to remain in effect until the City procures a replacement Contractor. If the City terminates the Contract, the Contractor shall be liable to the City for any and all actual damages incurred, including, but not limited to, attorneys' fees.

Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

Termination of the Contract for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the City.

E. Written Notice. All notices, consents and other communications (collectively, "Notices") shall be given to the City or the Contractor in writing to the addresses set forth below:

The City: City of Fishers, Indiana
Fishers City Hall
3 Municipal Drive, Room ____
Fishers, IN 46038
Attn: _____
Email: _____

The Contractor: _____

Attn: _____
Email: _____

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail or email to the last business address known to the party giving notice.

F. Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by the City shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

G. Severability. In the event that any provision, term or other portion of the contract, or any document or item referred to in the Contract, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of the Contract, or any document item referred to in the Contract, shall not affect the validity or enforceability of any other provision, term or other portion of the Contract, or any document or item referred to in the Contract.

H. Waiver. A waiver by either party of any breach of any provision of the Contract Document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Except where otherwise provided in the Contract, no inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for elsewhere in the Contract Documents.

I. Venue. In the event it becomes necessary to litigate any term or condition of the contract, the parties shall agree that the State Circuit or Superior Courts of Hamilton County, Indiana, shall be proper venue to settle such disputes.

CITY OF FISHERS, INDIANA

CONTRACTOR

By:

By:

Scott Fadness, Mayor

Authorized Signature

Date: _____

Printed Name

Title

FID/TIN: _____

Date: _____

EXHIBIT A

SPECIFICATIONS

1. City of Fishers - Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications with its separate Exhibits

Exhibit 1 -	City of Fishers Scope of Service Limits
Exhibit 2 -	City Facilities for Solid Waste and Recycling Collection
Addendum 1 -	Dated “_____”
Addendum 2 -	Dated “_____”

EXHIBIT B

CONTRACTOR'S BID FORM

EXHIBIT C
AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS

☐ **FINAL
FOLLOW**

☐ **PARTIAL**

☐ **PAYMENT TO**

CITY: City of Fishers

PROJECT: Residential Solid Waste, Yard
Waste, Recycling Collection and Disposal

CONTRACTOR:

CONTRACT DATE:

_____ being duly sworn states that he or she is the
_____ of CONTRACTOR, which was awarded Contract No.
_____ with the City in accordance with the Contract terms and conditions to install
and/or furnish certain materials and labor as follows: weekly pick-up of bagged, containerized
and/or bundled household Solid Waste and Yard Waste from all eligible Residential Units within
the corporate limits of the City. Such program includes bi-weekly curbside commingled Recycling
from all eligible Residential Units. In addition, the services include Solid Waste and Recycling
collection and disposal for designated City Facilities ("Services"), DOES HEREBY STATE,
WARRANT AND REPRESENT ON BEHALF OF THE CONTRACTOR the following:

PARTIAL WAIVER That the balance due from the City is the sum of (\$_____).

- ☐ Receipt of which is hereby acknowledged; or
- ☐ Payment of which has been promised as the sole consideration for this AFFIDAVIT AND
WAIVER OF LIENS AND CLAIMS and which is given to and for said amount effective
upon receipt of such payment.

FINAL WAIVER That the final balance due from the City is the sum of (\$_____).

- ☐ Receipt of which is hereby acknowledged; or
- ☐ Payment of which has been promised as the sole consideration for this AFFIDAVIT AND
WAIVER OF LIENS AND CLAIMS which is given to and for said amount effective upon
receipt of such payment.

THEREFORE, through the date hereof, Contractor waives and releases the City of all liens or
claims, including, but not limited to, claims for materials, equipment, labor, superintendence and
other services performed or furnished by Contractor and further affirms that no other party has any
claim or right to lien on account of any materials, equipment, labor, and other services performed
or furnished to or for Contractor for the Services. Contractor agrees to indemnify, defend and hold
the City harmless, including costs and attorneys' fees, from and against any and all claims or liens
for any subcontractors, materials, suppliers, equipment or labor furnished for, in connection with
or incorporated into the Services by, through or under Contractor through the date hereof. This
Affidavit and Waiver of Liens is given to induce City to pay the amount indicated above.
Contractor represents that all employees, subcontractors or materialmen have been paid or will be
paid from these funds.

That through the date hereof, all Affidavits and Waiver of Liens and Claims are true, correct and
unconditional and that there is no claim either legal or equitable to defeat the validity of said
Affidavits and Waiver of Liens and Claims. That the following are the names of all parties who
have furnished material or labor, or both, for said Services and all parties having contracts or
subcontracts for specific portions of said Services or for material used in the performance thereof

and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said Services according to Specifications:

1	2	3	4	5	6	7
CONTRACT OR	TYPE OF WORK	AMOUNT OF CONTRACT	TOTAL RETAINED	NET PREVIOUSLY PAID	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
TOTAL						

AMOUNT OF ORIGINAL CONTRACT

WORK COMPLETED TO DATE

EXTRAS TO CONTRACT _____

LESS RETAINAGE _____

TOTAL CONTRACT & EXTRAS _____

NET AMOUNT EARNED _____

CREDITS TO CONTRACT _____

NET PREVIOUSLY PAID _____

ADJUSTED TOTAL CONTRACT _____

NET AMOUNT OF THIS PAYMENT _____

BALANCE TO BECOME DUE _____

This instrument has been executed as of the _____ day of _____, 202__.

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF INDIANA
COUNTY _____
OF _____

Sworn to and subscribed before me the undersigned authority on this _____ day of _____, 202__.

Notary Public, State of _____

Printed Name of Notary

[SEAL]
My Commission Expires:

EXHIBIT D
CHANGE ORDER

Change Order No. _____

Date: _____

Contract Date: _____

Services: _____

City: _____

Contractor: _____

The following changes are hereby made to the Contract:

Description of Change in Services: _____

Justification:

Original Contract Sum: \$ _____

Previous Changes to Contract Sum: \$ _____

Current Contract Sum adjusted by previous
Change Order(s): \$ _____

The Contract Sum due to this Change
Order will be (increased)(decreased) by: \$ _____

The new Contract Sum including this
Change Order will be: \$ _____

Change to Contract Time:

The Contract Time will be (increased)(decreased) by _____ calendar days.

The date for completion of all work will be _____.
(Date)

Requested by: _____
(City) (Date)

Recommended by: _____
(Consulting Engineer) (Date)

Accepted by: _____
(Contractor) (Date)

Approved by: _____
(Name and Title) (Date)

EXHIBIT E
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code §22-5-1.7-11, the Contractor entering into the Contract with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Contract with City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

PERFORMANCE BOND

CONTRACTOR/PRINCIPAL (Name and Address):

SURETY (Name and Address of Contractor Place of Business):

CITY City of Fishers, Indiana.

CONTRACT: Contract Between City of Fishers, Indiana and Contractor-
Residential Waste, Yard Waste, Recycling, Collection and
Disposal Contract.

Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

Penal Sum (100% of Contract Sum for one (1) year): _____ \$ _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below,
do each cause this Performance Bond to be duly executed by an authorized officer, agent, or
representative.

“Contractor”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter-
signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any
additional parties, such as joint venturers, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors,
administrators, successors and assigns, including interest at the maximum legal rate from date of

demand and any attorneys' fees and court costs incurred by City to enforce this instrument for the performance of the Contract, which is incorporated herein by reference.

2. If the Contractor performs the Contract, whether during the original term, and any extensions which may be granted by the City, with or without notice to the Surety, and during any period of guaranty or warranty provided therein, and if Contractor shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify, defend and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense, including attorneys' fees, which the City may incur in making good any default, then the Surety and the Contractor shall have no obligation under this Bond; otherwise to remain in full force and effect.

3. The Surety's obligation under this Bond shall arise after:

- 3.1 The City provides notice to the Contractor and the Surety that the City is considering declaring a Contractor Default. Such notice shall indicate whether the City is requesting a conference among the City, Contractor and Surety to discuss the Contractor's performance. If the City does not request a conference, the Surety may, within seven (7) calendar days after receipt of the City's notice, request such a conference. If the Surety timely requests a conference, the City shall attend. Unless the City agrees otherwise, any conference requested shall be held within seven (7) calendar days of the Surety's receipt of the City's notice. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default;
- 3.2 The City declares a Contractor Default, terminates the Contract and notifies the Surety; and
- 3.3 The City has agreed to pay the balance of the Contract Sum in accordance with the terms of the Contract to the Surety or to a contractor selected to perform the Contract.

4. Failure on the part of the City to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. The Surety shall promptly and at the Surety's expense take one of the following actions:

- 5.1 Arrange for the Contractor, with the prior consent of the City, to perform and complete the Contract;
- 5.2 Undertake to perform and complete the Contract itself, through its agents or independent contractors; or
- 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Contract, arrange for a

contract to be prepared for execution by the City and a contractor selected with the City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the City the amount of damages, including attorneys' fees in excess of the balance of the Contract Sum incurred by the City as a result of the Contractor Default.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the City shall not be greater than those of the Contractor under the Contract, and the responsibilities of the City to the Surety shall not be greater than those of the City under the Contract. Subject to the commitment by the City to pay the balance of the Contract Sum, the Surety is obligated, without duplication, for

- 7.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
- 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 7.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or any combination of both liquidated and actual damages.

8. The Surety shall not be liable to the City or others for obligations of the Contractor that are unrelated to the Contract, and the balance of the Contract Sum shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the City or its heirs, executors, administrators, successors and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

[END OF DOCUMENT]

PAYMENT BOND

CONTRACTOR / PRINCIPAL: (Name and Address):

SURETY: (Name and Address of Contractor Place of Business):

CITY: City of Fishers, Indiana

CONTRACT: Contract with City of Fishers, Indiana for Residential Solid Waste, Yard Waste, Recycling, Collection and Disposal.

Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

Penal Sum (100% of Contract Sum for one (1) year):_____ \$_____

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

“Contractor”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter-
signed: _____

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, plus interest at the maximum legal rate from date of demand and any attorneys’ fees and court costs incurred by City to enforce this instrument, subject to the following terms.

Residential Solid Waste, Yard Waste,
Recycling Collection and Disposal

City of Fishers
Payment Bond

2. If the Contractor shall promptly make payment of all sums due to Claimants, and defends, indemnifies and holds harmless the City from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment or insurance premiums furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. The Surety's obligation to the City under this Bond shall arise after the City has notified the Contractor and the Surety of claims, demands, liens or suits against the City or the City's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract. The Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the City against a duly tendered claim, demand, lien or suit.
4. The Surety's obligations to the Claimant under this Bond shall arise after Claimant has complied with the requirements under applicable Indiana statute.
5. The City shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond, except as specified by Indiana statute.
6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
7. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.
8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Services were to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
9. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and City shall promptly furnish a copy of this Bond or shall permit a copy to be made.

[END OF DOCUMENT]

NOTICE TO PROCEED

Dated _____ , 2024

TO: _____

ADDRESS: _____

SERVICES _____

CITY's CONTRACT NO.: _____

CONTRACT FOR: City of Fishers, Indiana, Residential Solid Waste, Yard Waste, Recycling
Collection and Disposal

You are notified that the Contract Time under the above Contract will commence to run on _____, 202__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract the dates of completion is _____, 2024.

Before you may start Services, the Contract provides that you must deliver to the City Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Services at the site, you must

(CITY)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

City of Fishers
Residential Solid Waste, Yard Waste, Recycling Collection, and Disposal
SPECIFICATIONS

A. SCOPE OF SERVICES

The Contractor is to provide a comprehensive program for Solid Waste and Yard Waste collection and disposal service consisting of weekly pick-up of containerized, bundled, and/or bagged household Solid Waste, Yard Waste, and bi-weekly (with an alternate for weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City. As an alternate, the Services may also include additional Yard Waste collection during the months of March through December. In addition, as an alternate, the Services may include Solid Waste and Recycling collection and disposal from designated City Facilities. The Services are anticipated to start on or about January 1, 2025, and continue for a five (5) year period / five (5) year contract term, with an alternate for a six (6) or seven (7) year contract.

B. AREA TO BE SERVICED

The Services shall be provided to all Residential Units within the City's geographic limits as set forth in Exhibit 1 attached hereto. As of the time of the request for proposals, there are approximately Thirty-Four Thousand Six Hundred (34,600) individual Residential Units within the City's geographic limits that will be ultimately phased into the Services as existing collection contracts are phased out or terminated; however, the City does not guarantee the actual number of Residential Units the Contractor will provide Services to at any given time. The Services may alternatively include Solid Waste and Recycling collection and disposal from designated City Facilities in Exhibit 2, which will be billed directly to the City.

C. DEFINITIONS

For the purpose of the Specifications and the Contract, the following definitions apply:

1. **Alleyside:** Refers to as close as possible to the alley but not more than five (5) feet from the alley, and where a fence exists, the alleyside of the fence.
2. **Bulky Waste.** Such items include, but are not be limited to, stoves, washers, dryers, appliances, furniture, and other items with weights or volumes greater than those allowed for by approved Containers. This term also includes items that previously contained refrigerants, such as refrigerators, air conditioners, freezers, and dehumidifiers, as long as the Resident can provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician.
3. **Bundles.** Rubbish or Yard Waste securely tied together forming an easily handled package not exceeding four feet (4') in length, eighteen inches (18") in diameter, nor weighing more than forty (40) pounds.
4. **Container(s).** Ninety-six (96) gallon (plus or minus five (5) gallons) or at

Resident's request sixty-four (64) gallon (plus or minus five (5) gallon) reusable container(s) with wheels used for storing Solid Waste, Yard Waste, and Recycling. Container(s) should provide sufficient strength to be picked up using mechanical means by Contractor.

5. Construction Debris. Waste including building materials resulting from construction, remodeling, repair, or demolition operations. The term does not include fluorescent light fixtures, appliances, or regulated-asbestos containing materials defined in CRF 61.

6. Curbside. Refers to that portion of the right-of-way adjacent to and within five (5) feet of paved, traveled roadways.

7. Hazardous Materials. Any waste designated as "hazardous" by the United States Environmental Protection Agency or appropriate state agency as the same is now in effect or may hereinafter be amended. This term also includes any flammable/volatile liquids.

8. Public Street. Any public street or thoroughfare dedicated to public use and controlled by the City including alleyways.

9. Overage Bags. Fifty-five (55) gallon bags separately purchased by Resident from the Contractor to place any excess Solid Waste or Yard Waste over the normal Container limit. Overage Bags loaded by Resident shall not weigh more than forty (40) pounds. Overage Bags will be supplied by Contractor which will include the additional cost of any additional Services.

10. Recycling. Recycle waste including Recycling qualified commingled items such as:

- 1) Aluminum, aluminum foil and foil pans;
- 2) Steel, empty steel paint cans, tin and bimetal cans;
- 3) Plastics (#1 through #7);
- 4) Glass containers (amber, clear, blue, and green in color);
- 5) Corrugated cardboard, paperboard, fiberboard;
- 6) Newspapers, magazines, phone books and catalogues; and
- 7) Additional items as designated by the Contractor.

11. Refuse/Garbage. Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and including all paper, wrappings, boxes and cartons used to contain such food.

12. Resident. The individual currently occupying a Residential Unit.
13. Resident Drop-Off Program. Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to designated centers and disposed of by Contractor.
14. Residential Unit. A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating, and sleeping.
 - a. Single-Family Residential Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.
 - b. Multi-Family Residential Unit – A building or related group of buildings not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
 - c. Townhouse – Any multi-story single family residential unit sharing one or more common walls with another similar residential unit.
15. Rubbish/Trash. Nonputrescible waste consisting of matter such as cans, glass, papers, cardboard, plastics, metals, ashes, etc.
16. Solid Waste. All putrescible and nonputrescible matter, including garbage and rubbish, but excluding hazardous materials and other matter that is specifically excluded elsewhere in these Specifications.
17. City Facilities. City Facilities designated for Solid Waste and Recycling Collection as defined in Exhibit 2, which will vary in size and frequency of collection and billed to the City for the Services and rental or use of the required Containers.
18. Yard Waste. All compost type materials including trees, grass clippings, brush, leaves and Christmas trees, etc.

D. DESCRIPTION OF SERVICES

1. Solid Waste Collection Service. Collection of Solid Waste by Contractor from each qualifying Residential Unit shall occur one (1) time per week.
 - a. Containers. Each Service pickup shall consist of a maximum of two (2) Containers per Residential Unit. One (1) Container will be automatically provided by Contractor to each Residential Unit and a second Container will be furnished upon the Residents' request.
 - b. Out-of-City Residents. Residents who are out of City and will not be using the Services or water service for a minimum period of one (1) month or more will not

be charged the monthly fee for those months the Resident does not use the Services or water service. Residents shall request the suspension of Services a minimum of one (1) week prior to the City/Contractor's customer service office and specify the length of the Service suspension. City will notify the Contractor within forty-eight (48) hours of receipt of the need to suspend Services.

c. Planned Unit Developments (PUD). Collection shall be on front street curbside with the exception of those planned unit developments (PUD) Residence where alley facing garages may necessitate alley pickup.

d. Yard Waste. Yard Waste and brush may be included with the Solid Waste Container quantities. A Bundle will be considered as one (1) Container within the Container limit.

e. Declined Collections. The Contractor may decline to collect Solid Waste for a reason specified in the Specifications (i.e., not properly bagged, bundled or contained; improper placement; non-residential Solid Waste; Hazardous Waste; etc.). Where the Contractor has reason to leave Solid Waste uncollected at a Residential Unit, the Contractor shall inform the Resident by tagging uncollected Container(s). The City shall be notified in writing at the end of each working day of any denied collections and the reason for denial.

2. Recycling Collection Service.

a. Collection of Recycling from each qualifying Residential Unit shall be once every two (2) weeks, or, as an ALTERNATE, the City may elect to require Recycling one (1) time per week. The Recycling collection day shall be the same day as the Solid Waste and Yard Waste collection day.

b. Gross volume of Recycling materials collected shall be weighed daily on a local certified scale to be agreed upon by the City and the Contractor.

c. A monthly record of the amount of Recycling materials in tons and pounds shall be kept by the Contractor. This record shall be submitted to the City on a monthly basis.

d. Collection shall be curbside with the exception of those planned unit developments (PUD) and Residences where alley facing garages necessitate alley pickup.

3. Special Needs Service. For those Residential Units in which all Residents over twelve (12) years of age have special needs or are physically unable to wheel Containers to the Curbside, as verified by a licensed healthcare provider, the Contractor shall provide Solid Waste and Recycling collection service at the Residential Unit by transferring the wheeled Containers on foot from the Residential Unit (at the front door, a back door, or outside a garage) to the street or alley for collection.

4. Additional Yard Waste & Christmas Tree Collection Service (ALTERNATE).

a. Additional Bags. During the months of March, April, May, October, November, and December, each Residential Unit is also allowed up to twenty (20) bags per week of leaves and other Yard Waste in lawn bags or tied Bundles. The bags shall be furnished by the Residents at their own cost. Residents will use recyclable bags (ie. non-plastic) or bags specified by Contractor with Town's approval for environmentally friendly disposal of Yard Waste.

b. Composting. The Contractor is to make every reasonable effort to dispose of easily identifiable Yard Waste in an environmentally friendly manner (i.e. composting or chipping Christmas Trees into usable mulch).

c. Collection Schedule. The Contractor shall provide, as applicable to federal regulation standards, weekly Yard Waste collection and disposal Services. Yard Waste collection should be scheduled on the same day as Solid Waste and Recycling Collection.

d. Christmas Tree. The Contractor will be required to pick up one (1) Christmas tree per Residential Unit over and above the Container limit at no additional charge. This Service shall begin on December 26th and end on the Friday closest to January 31st of each year. Christmas Trees over 4 feet shall be cut in half for pick up.

5. Bulky Waste (ALTERNATE).

a. The Contractor shall provide Services for collection and disposal of Bulky Waste from all eligible Residential Units on an on-call basis. The Resident must give a forty-eight (48) hour advanced notice to the Contractor prior to pick-up.

b. The Contractor shall not be required to pick-up more than one (1) of such item from each Residential Unit each month. Requested pickup of Bulky Items may occur on designated day(s) by Contractor's designation.

c. The Contractor shall not be required to pick-up Bulky Waste that contain or previously contained refrigerants unless the Resident can provide the Contractor with appropriate written verification showing that the CFC's or HCFC's have been properly removed by a licensed technician.

d. The charges for Bulky Waste will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.

6. Resident Drop-Off Program (ALTERNATE).

a. Contractor agrees to provide adequate accommodations for and to accept non-hazardous waste, including Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to a designated Resident Drop-Off Center to be agreed to by City and Contractor. Contractor will accept Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling from any Residents of the City who produces a valid driver's license establishing City residency at City approved facilities. The Resident Drop-Off Centers will be operated consistent with City rules and charges will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.

b. Contractor Requirements.

- i. Contractor shall invoice or collect payment directly from Residents in accordance with the billing procedures established herein for all tonnage delivered to the Residential Drop-Off Centers by Residents and in accordance with the schedule of fees established by the City and Contractor.
- ii. Contractor shall be responsible to verify each Resident's driver's license information for each drop-off under the Residential Drop-Off Program.
- iii. Contractor shall retain the right to reject any Resident under the Resident Drop-Off Program who attempts delivery of waste outside the scope and limits of waste normally generated by residential sources or any waste delivered in a commercial vehicle larger than a pick-up truck.

c. Billing and Payment.

- i. City Portion: Contractor shall provide separate monthly invoicing to the City for operation of the Resident Drop-Off Centers and related functions based on the schedule of Services agreed to by the City and Contractor.
- ii. Resident Portion: The Contractor shall collect payment from individual Residents if City decides to have Contractor operate facilities for provision of this portion of the Services based on the accepted schedule for said Services.

7. City's Facilities Services (ALTERNATE).

a. The Contractor shall provide Recycling and Solid Waste Services to the designated City Facilities indicated in Exhibit 2.

- i. Required Service. The Contractor shall supply adequate containers to identified City Facilities, which will vary in size and frequency of collection. Such containers shall be charged to the City for the rental or use of such containers. The container size and frequency of collection listed in the attached Exhibit 2 are the recommended sizes to meet the

City's current needs. If the Contractor chooses to supply different sized containers or change the frequency of the Services, such container sizes and/or Service frequencies shall be provided for the City's pre-approval and scheduling arrangements so that all Solid Waste and Recycling is contained inside a container during approved modifications between collections.

- ii. Billing and Payment. Contractor shall provide separate invoicing to the City for City Facilities as specified in the Bid Form. The City agrees to pay Contractor separately and monthly for provision of this portion of the Services.

E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS

1. Solid Waste, Yard Waste, and Recycling Services. The Contractor shall provide Service for weekly collection and disposal of Solid Waste, Yard Waste, and Recycling from eligible Residential Units and City Facilities.

a. If selected by City, the Contractor shall supply all Containers required to each Residential Unit and City Facilities for the Services. Containers shall be delivered by Contractor to additional Residential Units and City Facilities as they become eligible for Services.

i. The cost for Containers shall not be paid for directly, but included as part of the total cost of the Services per Residential Unit and City Facilities.

ii. Any replacement Container(s) in excess of one (1) per Resident for the same Residential Unit and City Facilities will be billed at the Contractor's cost to the Resident and Residential Unit or City Facility.

iii. The Contractor shall maintain a record of addresses for all new and replacement Containers and shall submit the record to the City on a quarterly basis.

b. If Residents so desire, they may purchase Overage Bags to place any excess Solid Waste or Yard Waste over their normal Container and Yard Waste limit. The Contractor shall be responsible for collection of payment from the participating Residents.

i. The Contractor shall supply Overage Bags of a size no less than fifty-five (55) gallons for an agreed upon price which will include the additional cost of collection.

c. The Contractor shall supply to City Residents information relating to additional Service options that may be offered to them not covered or mentioned in these Specifications relating to Solid Waste and Yard Waste collection.

d. Except for special needs service, all collections shall be made on City owned streets or alleys where available. No collections shall be made on private property including streets or alleys unless a right of entry agreement is made between the Contractor and the property owner and is approved by the City. All collections for non-special needs service shall be made within five (5) feet of the curb or edge of the street or alley. For special needs service, the Contractor will also transfer the Containers from the outside of the Residential Unit to the street or alley.

e. The Contractor is prohibited from commingling Solid Waste, Yard Waste, or Recycling collected from ineligible residential units, commercial or other business establishments or from areas outside the City's geographic limits while providing the Services.

f. Within the Container limit, the Contractor is required to pick-up all Solid Waste, Yard Waste, and Recyclables placed in approved reusable and non-reusable Containers and additional items which are properly placed in Bundles. However, as appropriate, a single item need not be bagged, contained or place in Bundles to qualify for the Services.

2. Solid Waste, Yard Waste and Recycling does NOT require pick-up of:

a. Solid Waste exceeding the contracted limit per week excluding Overage Bags,

b. Solid Waste not in Containers or bags and not properly contained or placed in Bundles,

c. Solid Waste not appropriately placed for collection,

d. Hazardous Materials,

e. Medical Waste of any type including but not limited to medical sharps,

f. Dead animals,

g. Liquid paint, sludge, oil or other chemicals,

h. Bulky Waste containing refrigerants in which the Resident cannot provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician,

i. Solid Waste, Yard Waste, or Recycling that are generated from a different location than the Residential Unit,

j. Any Solid Waste and Yard Waste that is specifically excluded by federal, state, or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized,

k. Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter, or Bundles not properly secured or exceeding maximum dimensions,

l. Construction Debris, or

m. Bulky Waste when forty-eight (48) hour prior notice is not given.

3. Contractor's Collection Routes. If necessary, the City may be divided into geographic sectors for the purpose of provision of the Services. Each geographic sector shall be scheduled to receive Services on the same day. Contractor shall submit its proposed geographic sectors with its Bid for consideration by City. The City reserves the right to review, comment on and finally approve Contractor's geographic sectors for the Services.

a. If during the course of the Contract, the Contractor wishes to change the collection schedule, the Contractor shall bear the cost and responsibility of informing the Residents of the new collection schedule. Any changes in schedules and/or routes shall not be made without the prior written approval of the City.

b. Exceptions may be made only after the City has been notified that the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual Contract of the City and the Contractor.

c. Recycle Collection should be on the same day as Solid Waste collection. Yard Waste collection should be on the same day as Solid Waste collection, if the Alternate is approved. The Contractor shall immediately notify the City of any delays or deviations from a normally scheduled route.

4. Contractor's Collection Schedule

a. Hours and Days of Collection. The hours and days of Services are to be from 7:00 a.m. to 5:00 p.m. Monday through Friday. All Services shall be provided at least once per week Monday through Friday, year round to all qualifying Residential Units and City Facilities within the City's geographic limits. Recycling Collection shall be once every two (2) weeks year-round (or once per week if Alternate is selected by the City). If the Alternate is approved, additional Yard Waste Service shall be provided at least once per week, Monday through Friday, from March 15th through December 15th.

b. Holidays. The holidays listed below may be observed as a non-Services

days by the Contractor. The suspension of Services on these holidays does not relieve the Contractor of its obligation to provide Services to each Residential Unit and City Facilities at least once each week or every other week as the case may be. Whenever these holidays fall on a regularly scheduled collection day, the collection schedule for that day as well as the rest of the week may be delayed one (1) day. Under these circumstances only, Saturday collection is acceptable.

- i. New Year's Day
- ii. 4th of July
- iii. Thanksgiving Day
- iv. Christmas Day

c. Additional holidays may be granted upon Contractor request and the City's prior approval in writing.

F. CONTRACTOR'S EQUIPMENT

1. Contractor's vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles and equipment shall be manufactured and maintained to conform to the American National Standards Institute's (ANSI) standards.

2. Contractor's vehicles and other equipment shall be kept in proper repair and sanitary condition.

- a. Contractor must have vehicles washed a minimum of two (2) times per week.
- b. Each vehicle shall bear as a minimum, the name and phone number of the Contractor plainly visible on both vehicle cab doors.
- c. Each vehicle shall be uniquely numbered in lettering at least seven (7) inches high. All vehicles used for recycling must have some type of signage on the vehicle stating that it is used for recycling. The signage must be clearly legible by the public.
- d. Each vehicle shall have at least one (1) broom and one (1) shovel to clean up Solid Waste that may be spilled or otherwise scattered during the process of collection.
- e. All vehicles shall be sufficiently secure so as to prevent any littering of Solid Waste and/or leaking of fluid. No vehicles shall be willfully overloaded.

3. The Contractor will be solely responsible for collecting or cleaning up any litter, fluids refuse or landscape waste which may leak, spill or blow off a vehicle due to the

vehicle operator's failure to properly monitor the load, to operate the vehicle, or due to failure of any mechanism.

4. Any use of larger vehicles may be banned if there are more than two (2) incidences of property and/or pavement damage. Collection vehicles must be enclosed and secure so as to prevent any littering. Vehicles other than properly equipped packer vehicles operating in the alley shall discharge their loads into a proper packer vehicle not less frequently than every block where alley pickup is required. Packer vehicles exceeding the gross vehicle weight limit shall use the streets in the area and receive the loads from the alley vehicles on area streets rather than in area alleys.

5. Contractor shall provide the gross weight of the alley vehicles when full and the number of axles and wheels on each vehicle with Contractor's Bid.

G. CONTRACTOR'S EMPLOYEES

1. The Contractor shall provide courteous and neat personnel for its collection crews and provide courteous and knowledgeable personnel for its customer service office(s).

a. The Contractor's collection employees working within the City shall be required to wear a uniform of some matter clearly showing that the employee is employed by the Contractor.

b. All of the Contractor's vehicle operators working within the City shall carry a valid Indiana driver's license for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

c. The Contractor shall prohibit its drivers and crew members from consuming any alcoholic beverages while working or using a controlled substance that negatively affects their ability to perform their duties under this Contract.

d. If the City determines that any of the Contractor's employees are unfit or unsuitable to perform the Services as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from Services within the City and furnish a suitable and competent replacement employee.

H. CONTRACTOR'S DISPOSAL SITE

1. The Contractor shall furnish the City with the name and location of the waste disposal and/or recycling facility which will receive the Solid Waste, Yard Waste, and Recyclables generated under the Contract. The proposed disposal facility and recycling facility shall meet all the requirements of Federal, State, county, and local jurisdictions in which said facility is located.

a. The City reserves the right in its sole discretion to approve any change in Solid

Waste and Yard Waste disposal methods or Recycling methods regardless of the initiating party.

2. Contractor shall furnish the City with copy of a redacted contract executed by waste disposal site or recycling facility agreeing to receive all Solid Waste, Yard Waste, and/or Recycling generated under the Contract for the duration of this Contract. The requirements of this paragraph may be satisfied by Contractor's provision of a written acknowledgement from a qualified disposal/recycling center or a contract with a qualified facility with sensitive information redacted.

3. Choice of disposal site and recycling facility is made by the Contractor who will assume all fees.

4. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations, as amended from time to time, governing the disposal of refuse at said facility.

I. CONTRACTOR SUPPORT OF CITY'S PUBLIC EDUCATION PROGRAM

1. The Contractor shall provide to the City an annual sum of \$5,000 to be applied towards the development, printing, and distribution of public education materials including but not limited to brochures, print and radio advertisements and public displays. Any printed material will include both the Contractor's and City's name and logo.

a. In addition to the above sum, the Contractor will pay for all printing and mailing costs for one (1) initial mailing to all Residential Units explaining the details of the Services.

b. The Contractor is expected to provide the City a speaker who can address the Residents and answer questions regarding the Services at up to three (3) educational seminars or presentations to be given each year. This speaker will be at no cost and shall be knowledgeable about the Services and trash and recycling industry. These seminars/presentations will be conducted at time(s) and location(s) to be determined by the City.

J. CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS

1. Contractor's Office. The Contractor shall establish and maintain an office or other facility to which the public and City personnel may call or send inquiries or complaints and from which the general public and City personnel may receive instructions. Such office or facility shall be equipped with adequate telephone communications, local or toll free phone numbers for Residents to call in missed pickups or complaints.

2. Contractor's Staffing. Contractor's office shall have at least one (1) responsible person in charge and present during all collections hours, including Saturday following an observed holiday.

- a. The Contractor shall provide the City with at least one (1) separate telephone number which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.

K. CONTRACTOR COMPLAINT PROCEDURE

1. The Contractor shall receive, investigate, and respond to all complaints of unsatisfactory Services within twenty-four (24) hours after the complaint is received. Any complaint initially received by the City will be directed to the Contractor's office.

- a. Any item filed as a complaint, not properly tagged or reported to the City the following day of scheduled pick up, shall be the responsibility of the Contractor to correct.

b. In the event a complaint is not resolved within twenty-four (24) hours, and where no fault can be found on the Resident's part as determined by the City, the City shall have the right to demand an explanation and/or resolution to its satisfaction, which may include a special collection of the Solid Waste, Yard Waste, or Recycling.

- i. Where the collection from a household is inadvertently missed on a day preceding a Holiday or weekend, the complaint shall be resolved and Service shall be provided on the next service day.

c. In the event the Contractor disputes a determination made by the City concerning the lack of fault of the Resident, the Contractor may appeal such determination to the City by notifying the City within twenty-four (24) hours after such determination is made. Such notification may initially be made by telephone, but must then be followed-up in writing.

d. In the event the Contractor unreasonably fails to resolve a complaint within twenty-four (24) hours after the complaint is received or the Contractor fails to resolve a complaint within twenty-four (24) hours after the City makes its final determination, the Contractor shall pay the City the sum of \$250.00 for the first complaint, and if not resolved within additional forty-eight (48) hours period, \$500.00 for the second and subsequent complaints until the complaint is resolved.

e. The Contractor shall pay to the City reimbursement for all costs incurred pertaining to correcting a complaint due to negligence on the part of the Contractor, including administrative and attorneys' fees.

f. The Contractor shall maintain a daily log of complaints received in a format approved by the City. A copy of these complaints and their resolution shall be provided to the City at the end of each month with the invoice for Services provided to City Facilities.

L. CONTRACTOR PROVISION OF CONTAINERS

1. Contractor shall provide one (1) ninety (96) gallon (plus or minus five (5) gallons) or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Containers (rotational molded only) for trash collection to each Residential Unit. A second Container is available to each Residential Unit upon the Resident's request for such second Container. The Contractor is also to provide one (1) ninety-six (96) gallon or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Container for Recycling to each Residential Unit.

a. The Containers must conform to ANSI standards and must be approved by the City. The Containers must be a City approved color and will have the name of the Contractor displayed on the side. The Contractor needs to be prepared to offer a smaller sixty-four (64) gallon wheeled Container for both Solid Waste and Recycling upon individual requests. Contractor shall provide the proposed Container company and Container specifications with its Bid.

2. The Contractor shall be responsible for providing and delivering Containers to new Residents, replacing stolen containers, replacing and/or repairing damaged or unusable Containers at no extra cost (reasonably suitable for the Services) but limited to one (1) replacement Container for each Container issued to the Resident during the Contract period.

3. The Contractor shall exercise reasonable care not to damage a reusable Container, and to replace the same in an upright position on the sidewalk, curbside, driveway, or alley out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the Contractor upon proof of negligence of its actions.

a. The Contractor shall handle all Containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste, the crews shall immediately clean up the debris.

b. The Contractor shall not be responsible for collecting or cleaning up refuse, recycling, or landscape litter that has blown, fallen, leaked or been scattered from bags, cans, bins or other Containers through no fault of the Contractor.

4. After the initial program is implemented, the Contractor shall provide for a one-time pick-up and disposal of unneeded Resident-owned trash containers from each Residential Unit. This pick-up will be on the same day as the weekly Service and would be in addition to any weekly Container limit.

5. The Contractor shall return all empty Containers at each stop to the general location at which they were found. Empty Containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty Container will block a sidewalk or fall or roll into the street.

M. CONTRACTOR’S COLLECTION AND REPORTING DATA

1. The Contractor shall collect and report to the City the following information computed on a quarterly basis. Such reporting shall be submitted to the City by the month following the end of the calendar quarter.

- a. Number of curbside recycling collection Residential Units setting out materials; and
- b. Summary of tonnages of all Recyclable collected by material type.
- c. Tonnage of trash disposed of (or collected) by month; and
- d. Other statistics that may be required by the State of Indiana.

2. The Contractor shall submit the following summary reports on an annual basis:

- a. Summary of participation rates of Recycling;
- b. Collected material amounts of both solid waste and Recyclables;
- c. Summary of Contractors participation in public awareness and education activities;
- d. Summary of successes and problems and measures taken to resolve problems; and
- e. Those reports that may be required by the State of Indiana.

3. The Contractor shall tag and identify any Containers/Container(s) or items exceeding the contracted limit. A list of violations shall be submitted to the City on a daily basis.

4. The Contractor shall notify the City of any changes before they are made regarding company policies or personnel that directly affect this Contract.

N. CITY RESPONSIBILITIES AND REQUIREMENTS

1. The City shall pay the Contractor monthly for Services provided to Residential Units for the preceding month. By the fifth (5th) day of the month, the Contractor shall submit a detailed Application for Payment to the City for all Services rendered based on number of Residential Units receiving Services the preceding calendar month and as required by the Contract Documents. The City shall remit payment by the fifth (5th) day of the month thereafter or within thirty (30) days following actual receipt of the Contractor’s Application for Payment. If any dispute arises, the undisputed amount shall be paid by the City to Contractor.

a. The total rate per Residential Unit shall be based on the Base Bid and/or Alternates as provided in Contractor's Bid in the Bid Form included in the Contract Documents.

b. Contractor agrees that its payment from the City is contingent upon only the actual amounts received by the City from each Residential Unit for the Services; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for those Services and enforce its collection rights against the Residents including termination of the Services and separate water services as provided by statute. Actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor.

2. The City shall supply the most current City geographical map possible to the Contractor for route designation and scheduling purposes.

3. The City and Contractor shall develop and mutually agree upon an initial schedule for the Services with designated daily routes indicated. This schedule shall either be a street/alley list or street/alley map indicating on which days a given location is to be collected. The map will indicate all private streets and alleys that are not to be used by the Contractor.

O. RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS

1. Location of Containers for Service. Residents shall place Containers close to the curb (or in those areas without curbs, close to the edge of the pavement), to facilitate collection by the Contractor.

2. Residents are responsible for placing Containers, and Overage Bags in the appropriate street or alley location before 7:00 a.m. on the designated collection day.

3. Resident Separate Disposal. Any Residents wanting to dispose of large quantities of non-containerized refuse, landscape waste, or construction debris shall be allowed to solicit competitive prices for such services from refuse collection contractors and select any contractor.

a. The Resident shall be solely responsible for full payment for all such services. No such private collection Contract shall effect the terms of these Services.

P. NON-DISCRIMINATION

1. The Contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Ind. Code § 22-9-1-10. The Contractor, by submitting a bid, certifies and agrees that if it is the successful bidder and awarded the Contract, the Contractor or any subcontractors, or any other person acting on behalf of the

Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of a contract with the City, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, gender-identity, sexual orientation, handicap, disability, national origin, ancestry, or veteran or disabled veteran status. Also, in this regard, the contractor agrees that the provisions of Ind. Code § 5-16-6-1 are hereby incorporated by reference into these Specifications and Contract Documents as if they were fully set forth herein, and shall be binding upon the Contractor. Breach of this covenant may be regarded as a material breach of contract.

Q. CONTRACTOR BID, PERFORMANCE AND PAYMENT BOND REQUIRED

1. The successful bidder for the Services shall furnish the City with a corporate surety bond or an irrevocable letter of credit from an Indiana financial institution in the total amount of the Bid Price for one (1) year.
2. The corporate surety bond or irrevocable letter of credit shall be conditioned on the faithful performance of the Services in accordance with these Specifications and Contract Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the Services.
3. As a condition of awarding the Contract, the successful bidder must furnish the corporate surety bond or irrevocable letter of credit at the execution of the Contract. Failure to do so within this time may be interpreted, at the discretion of the City, as failure to perform the obligations set forth in the Contract Documents.
4. The form of the Bid Bond, Payment Bond and Performance Bond are attached hereto. The same conditions shall apply to an irrevocable letter of credit as indicated in the Performance and Payment Bonds.

R. REVISED FORM 96

1. Contractor shall submit with its Bid Indiana State Board of Accounts Revised Form 96 with a financial statement, a statement of experience, the Bidder's proposed plans for performing the Services and any equipment the Bidder has available for the performance of the Services.

4710202

EXHIBIT 1
CITY OF FISHERS MUNICIPAL BOUNDARIES

EXHIBIT 2
CITY FACILITY DISPOSAL NEEDS

Property	Address	Dump Times per Week	# of Dumpsters	Size of Dumpster
Geist Waterfront Park	10811 OLIO RD, FISHERS,IN46040	3 x week	2	4yd
Holland Park Dumpster	1 ELLIPSE PKWY,FISHERS,IN46038	2 x week	1	10 yd
DPW Dumpster	10200 ELLER RD,FISHERS,IN46038	3 x week	1	10 yd
DPW Recycling Dumpster	10200 ELLER RD,FISHERS,IN46038	1 x week	1	8 yd
Ritchey Woods Dumpster	10410 HAGUE RD,FISHERS,IN46038	1 x week	1	8 yd
Ritchey Woods Recycling Dumpster	10410 HAGUE RD,FISHERS,IN46038	1 x week	1	8 yd
Olio Dumpster	14181 E 126TH ST,FISHERS,IN46038	1 x week	1	10 yd
Dog Park Dumpster	1 MUNICIPAL DRIVE FISHERS IN 46038	6 x week	6	8 yd
Launch Dumpster	12175 VISIONARY WAY,FISHERS,IN46038	1 x week	1	8 yd
Launch Recycling Dumpster	12175 VISIONARY WAY,FISHERS,IN46038	every other week	1	96 gallon
Heritage Park/AMB Dumpster	10595 ELLER RD,FISHERS,IN46038	1 x week	1	8 yd
Flat Fork Annex Dumpster	16266 CONNECTICUT AVE,FORTVILLE,IN46040	1 x week	1	8 yd
Brooks School Dumpster	11780 BROOKSCHOOL DR,FISHERS,IN46038	1 x week	1	8 yd
Brooks School Recycling Dumpster	11780 BROOKSCHOOL DR,FISHERS,IN46038	1 x week	1	8 yd
FS 97 Dumpster	15109 E 136th ST, FISHERS, IN 46037	1 x week	1	4 yd
FS 96 Dumpster	15263 E 104TH ST,FISHERS,IN46040	1 x week	1	4 yd
FS 95 Dumpster	10870 E 131ST STREET FISHERS IN 46038	1 x week	1	4 yd
FS 94 Dumpster	10701 CUMBERLAND ROAD FISHERS IN 46038	1 x week	1	4 yd
FS 93 Dumpster	10501 ALLISONVILLE ROAD FISHERS IN 46038	1 x week	1	4 yd
Cyntheanne Dumpster	12383 CYNTHEANNE RD,FISHERS,IN46038	1 x week	1	10 yd

Residential Solid Waste, Yard Waste,
Recycling Collection and Disposal

City of Fishers
Specifications

Billericay Dumpster	12690 PROMISE RD,FISHERS,IN46038	1 x week	1	10 yd
Billericay Recycling Dumpster	12690 PROMISE RD,FISHERS,IN46038	1 x week	1	8 yd
Mudsock Dumpster	12160 PACKERS AVE,FISHERS,IN46037	1x week	1	8 yd
Fleet	7200 PYMBROKE AVE,FISHERS,IN46038	1 x week	1	10 yd
Agri Park	11171 FLORIDA RD,FISHERS,IN46040	1 x week	1	10 yd



Board Action Form

MEETING DATE	2/27/24			
TITLE	Safe Streets for All (SS4A) Grant Award Agreement			
SUBMITTED BY	Name & Title: Hatem Mekky Department: Director of Engineering			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R022724B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The City of Fishers was awarded \$200,000 by the DOT through its Safe Street for All Grant Program (SS4A). The planning grant award will be utilized by the Department of Engineering and Department of Planning & Zoning to develop a comprehensive safety action plan for the City of Fishers. The plan will prepare the City of Fishers for future implementation grants through the SS4A program and other DOT grants. There is a \$50,000 match from the City, which will be met with City personnel time and services on the grant.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$50,000
	Expenditure \$:	\$50,000
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	\$50,000 is City match to the \$200,000 award
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	Table
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve	
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution Exhibit A	

RESOLUTION NO. R022724B

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SAFE STREETS FOR ALL (SS4A) GRANT AGREEMENT

WHEREAS, the United States Department of Transportation (USDOT) has awarded the City of Fishers (“City”) a grant in the amount of \$200,000.00 (“Grant”) through its Safe Street for All Grant Program (SS4A);

WHEREAS, the Grant will be utilized by the City’s Department of Engineering and Department of Planning & Zoning to develop a comprehensive safety action plan for the purpose of making its transportation network safer for all road users (“Purpose”);

WHEREAS, the City will match the Grant in the amount of \$50,000.00; and

WHEREAS, USDOT and City now desire to enter into an agreement (“Grant Agreement”) to set forth the terms and conditions related to receiving the Grant for the Purpose.

NOW, THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Grant Agreement attached hereto as Exhibit A and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor or the Director of Engineering to execute the Grant Agreement and any and all documents necessary to effectuate its intent.
- Section 3.** This resolution shall be of full force and effect from and upon its adoption in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 27th day of February, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennett

SS4A FY23 Grant Agreement

- | | | |
|---|---|---|
| 1. Federal Award No. | 2. Effective Date
See No. 16 Below | 3. Assistance Listings No.
20.939 |
| 4. Award To
City of Fishers
3 Municipal Drive, Fishers, IN 46038 | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590 | |
|
Unique Entity Id.: SL39KZ5MCBT3
TIN No.: 35-1361390 | | |
| 6. Period of Performance
Effective Date of Award –
05/01/2024 | 7. Total Amount
Federal Share: \$200,000
Recipient Share: \$50,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$0 | |
| 8. Type of Agreement
Grant | 9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) | |
| 10. Procurement Request No.
[insert PR Number] | 11. Federal Funds Obligated
\$200,000 | |
| 12. Submit Payment Requests To
See Article 5. | 13. Accounting and Appropriations Data
[insert Data] | |
| 14. Description of the Project | | |

RECIPIENT

15. Signature of Person Authorized to Sign

Signature

Date

Name:

Title:

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Date

Name:

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE

FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Fishers (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Fishers Comprehensive Action Safety Plan.

The parties therefore agree to the following:

ARTICLE 1

GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: City of Fishers Comprehensive Safety Action Plan

Application Date: 7/10/2023

2.2 Award Amount.

SS4A Grant Amount: \$200,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning & Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The City of Fishers seeks to make its transportation networks safer for all road users through the development of a Comprehensive Safety Action Plan. Using existing data, and obtaining supplemental data as needed, the plan will analyze conditions to identify the areas of greatest need and make recommendations on how to address these needs equitably and through innovative technologies that have a high impact on the community. The City regularly engages with local businesses, schools, and community groups such as the Fishers Advisory Committee on Disability to discuss transportation improvements, and will continue to engage stakeholders through the creation of the plan.

The project will be completed in one phase as follows:

Base Phase: Action Plan Development:

3.2 Project's Estimated Costs.

Provide the costs from the grant application. Any changes should be documented in Attachment B.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$200,000
Other Federal Funds:	[\$XXX]
State Funds:	[\$XXX]
Local Funds:	\$50,000

In-Kind Match:	[\$XXX]
Other Funds:	[\$XXX]
Total Eligible Project Cost:	\$250,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Nick Sondej
Revenue Analyst
Controller's Office, City of Fishers
3 Municipal Drive, Fishers IN 46038
317-595-3129
sondejn@fishers.in.us

4.2 Recipient Key Personnel.

Name	Title or Position
Ross Hilleary	Director of Planning and Zoning
Hatem Mekky	Director of Engineering

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – [enter name of State]
Agreement Officer’s Representative (AOR)
[enter Division Office address]
[enter Division Office telephone]
[enter Division Office email address]

and

[enter name]
[enter State] Division Office Lead Point of Contact
[enter job title]
[enter address]
[enter telephone]
[enter Division Office Email Address]

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the action plan will be made publicly available and agrees that it will publish the final action plan on a publicly available website.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Fishers, Indiana

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity [for all Grants]	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)			N/A	N/A
Federal Funds	0	0	N/A	N/A
Non-Federal Funds	0	0	N/A	N/A
Total Previously Incurred Costs	0	0	N/A	N/A
Future Eligible Project Costs			N/A	N/A
SS4AFunds		80	N/A	N/A
Other Federal Funds		0	N/A	N/A
Non-Federal Funds		20	N/A	N/A
Total Future Eligible Project Costs		100	N/A	N/A
Total Project Costs		100	N/A	N/A

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Comprehensive Safety Action Plan will explore multimodal mobility investments to provide safe connectivity and accessibility for all residents, including our disabled community. The Plan will also explore connectivity with adjacent communities, including those in disadvantaged tracks, with populations that commute to and through Fishers. Although Fishers does not have any Disadvantaged Community Tracts, it is located near Disadvantaged Community Tracts in Indianapolis. Tracts 2206 and 3307.02, both Disadvantaged Communities, are located just five miles south of Fishers’ 96th Street border. Additionally, Census Tract 2201.06, a Historically Disadvantaged Community, is only one mile south of the 96th Street border. These communities will benefit from Fishers transportation safety improvements, as many Indianapolis residents work in and use Fishers amenities.

ATTACHMENT D

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
x	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The Plan will consider relevant climate and environmental justice implications, while developed and support regional climate action plan, as appropriate.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Attachment E does not apply to the planning grant for the development of an action plan.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

N/A	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
N/A	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
N/A	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

Attachment F does not apply to the planning grant for the development of an action plan.



Board Action Form

MEETING DATE	February 27, 2024			
TITLE	Request to approve a Professional Services Agreement with Pence Media Group			
SUBMITTED BY	Name & Title: Megan Baumgartner, Director Economic + Community Development Department: Economic Development			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R022724C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Economic Development Department requests approval of a year-long social media and public relations contract with Pence Media Group.	
	The attached Professional Service Agreement provides for monthly public relations and media monitoring; social media improvements and account integration, and marketing and grassroots support as needed.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$79,550
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	Continue
	4.	Take no action
PROJECT TIMELINE	Monthly work began in January 2024	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff request approve of the Professional Services Agreement as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Agreement	

RESOLUTION NO. R022724C

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
(PENCE MEDIA GROUP)**

WHEREAS, the City of Fishers, Indiana (“City”) wishes to sustain and grow the City’s economy by business attraction, retention and expansion and desires to execute a marketing and public relations strategy to increase brand recognition and awareness to further those goals (“Services”);

WHEREAS, Pence Media Group, LLC (the “Consultant”) has the necessary qualifications, experience and abilities to provide the Services to the City; and

WHEREAS, the Consultant and the City now desire to enter into an agreement substantially similar to the Professional Services Agreement attached hereto and incorporated herein as Exhibit A (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** An agreement substantially similar to the Agreement attached hereto as Exhibit A is hereby approved.
- Section 2.** The Mayor is authorized to execute an agreement substantially similar to the Agreement and any ancillary documents needed to implement the Agreement.
- Section 3.** This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 27th day of February, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey Bennett

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 12th day of December 2023 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and Pence Media Group, LLC an Indiana Limited Liability Company (the “Contractor”) as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Contractor to provide marketing services for the City of Fishers as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or collectively, the “Services”).

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

2. **TERM.** This Agreement shall be for a period commencing on the Effective Date and ending on the later of (a) completion of the Services, or (b) **December 15, 2024**, unless earlier terminated in accordance with the provisions of this Agreement (the “Term”). In no event shall payments be made for work done or Services performed after expiration of the Term.

- A. **Early Termination.** Either Party may terminate this Agreement by giving thirty (30) days written notice of termination to the other Party. Additionally, the City may immediately terminate this agreement upon written notice if (a) Contractor (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Contractor’s contractual relationship with the City); or (ii) it becomes generally known that Contractor is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Contractor breaches a fiduciary duty owed to City as a result of performance or nonperformance of the Services.

- B. **Termination for Material Default.** In the event of material default, the non-defaulting Party may terminate this Agreement upon three (3) days' written notice which right shall not be subject to the right to cure.
- C. **Survival.** Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement during the Term and prior to termination as provided herein.
3. **CONFIDENTIALITY.** Contractor acknowledges that it may be provided certain confidential nonpublic trade secrets, ideas, samples, models, processes, techniques, methods, drafts, know-how, business information, financial information, research, developmental information, client lists, prospect lists, marketing plans and other similar types of information (individually or collectively, "Confidential Information"). Contractor shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Contractor shall keep all Confidential Information and not disclose any of the same, or any details thereof, or any information relating thereto or derived or developed therefrom, to any third party, without the City's prior written consent. Upon conclusion of the Term, Contractor shall return to City all Confidential Information. This provision shall survive termination of this Agreement.
4. **CONSIDERATION.** For and in consideration of and as a material inducement for Contractor fully satisfying its obligations included herein, Contractor shall be paid monthly following receipt of invoice by City. Pass-through costs shall be pre-approved in writing by City and will be billed to the City for payment to Contractor unless billed directly to the City (the "Consideration"); provided, however, the Contractor acknowledges that to be timely paid, the Contractor shall within ten (10) days of the Effective Date, provide City (a) the completed EFT form attached as Exhibit B (the "EFT Form"), and, if not previously provided to the City during 2023, (b) a completed 1099 form. All Compensation shall be paid to Contractor by EFT and paid into the account included on the EFT Form.
5. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Contractor under contracts to which Contractor is a party, to the extent that such contracts relate to the performance of the Services by Contractor or any party acting by, under, through, or on behalf of Contractor; (b) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; or (c) the breach by Contractor of any term or condition of this Agreement or any Ancillary Agreement. For purposes of this Agreement, "Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.
6. **COMPLIANCE WITH LAWS.** During the Term, Contractor shall fully comply with the Laws while delivering the Services. For purposes of this Section 6, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or

judicial rules, regulations, guidelines, judgments, orders, and/or decrees, as amended. Moreover, Contractor acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-3 *et. seq.* and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.

7. GOVERNING LAW.

- A. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.
- B. If any section, paragraph, term, condition, or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

8. CONTRACTOR CERTIFICATIONS. Contractor represents and warrants to the City that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

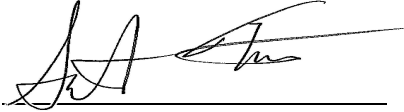
Moreover, Contractor understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 8, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Contractor covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, Contractor shall execute the affidavit included as Exhibit C affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide 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 Contractor and delivered to the City.

9. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and Contractor, and their respective successors and assigns; provided, however, Contractor may only assign this Agreement upon written approval of the City. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana,

or the federal courts with venue that includes Hamilton County, Indiana. Contractor waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Contractor may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City and Contractor. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or employment relationship between Contractor and City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

[signatures on following pages]

City of Fishers, Hamilton County, Indiana

By: 

Scott Fadness, Mayor

Pence Media Group, LLC.

DocuSigned by:

By: 

266DBE70F67E400
Its: 12/15/2023 Pence Media Group

EXHIBIT A
SCOPE OF WORK



CITY OF FISHERS | ECONOMIC DEVELOPMENT

MONTHLY PUBLIC RELATIONS + SOCIAL MEDIA SUPPORT

Updated December 7th, 2023

OUR UNDERSTANDING

The Economic Development arm of the City of Fishers aims to sustain and grow Fishers' economy by primarily focusing on business attraction, business retention and expansion. The City of Fishers ("Client") wants to execute a marketing + PR strategy to increase brand recognition and awareness through public relations + marketing. The City of Fishers has requested Pence Media Group, LLC ("PMG") submit a proposal for this support. This agreement covers our engagement from December 2023 through December 2024.

PROJECT APPROACH

The following recommended approach focuses on aligning PMG capabilities with the communications + marketing team at The City of Fishers starting on December 11th, 2023:

- **SEGMENT 1 :: MONTHLY PUBLIC RELATIONS + MEDIA MONITORING**
- **SEGMENT 2A :: SOCIAL MEDIA FACELIFT + ACCOUNT INTEGRATION**
- **SEGMENT 2B :: MONTHLY SOCIAL MEDIA MANAGEMENT, EXECUTION + REPORTING**
- **SEGMENT 3 :: MARKETING + GRASSROOTS SUPPORT (AS NEEDED)**

SEGMENT 1 :: MONTHLY PUBLIC RELATIONS + MEDIA MONITORING

PMG will provide The City of Fishers | Economic Development Team with Public Relations support to grow brand awareness and increase audience outreach through a variety of media outlets. Deliverables will likely include:

- PR Discovery Session with Key Stakeholders | December 2023
- Monthly or Bi-Weekly Working Sessions
- External Marketing and Communications Asset Creation
- Media Pitching, local, regional + national (as appropriate)
- Talking Point, Key Messages Creation (as needed)
- Media Training/Coaching (as needed)
- Segment + Feature Production (as necessary)
- Media Monitoring
- Media Reporting + Analytics
- On-site Media Management (as needed)
- Third-party vendor management
- PR Asset Gallery Creation + Sharing (as needed)

CITY OF FISHERS | ECONOMIC DEVELOPMENT

MONTHLY PUBLIC RELATIONS + SOCIAL MEDIA SUPPORT

Updated December 7th, 2023

SEGMENT 2A :: SOCIAL MEDIA FACELIFT + ACCOUNT INTEGRATION | PROJECT COST

- Social Media Analysis and Cleanup
 - Custom Tiles, Sized per Platform
 - Recommended Hashtags
 - Account Integration for Scheduling
- @FishersEconDev
 - Twitter
 - LinkedIn
 - Vimeo - New Platform

SEGMENT 2B :: MONTHLY SOCIAL MEDIA MANAGEMENT, EXECUTION + REPORTING

- Social Media Management: Strategic Content Creation, Execution + Reporting (2 posts per week + 2 Reels per month) starting in January 2024
 - @FishersEconDev
 - Twitter
 - LinkedIn
 - Vimeo, upload new assets as needed
- Monthly On-Site Asset Development | Photography + Videography

SEGMENT 3 :: MARKETING + GRASSROOTS SUPPORT (AS NEEDED)

PMG will set strategic priorities with The City of Fishers | Economic Development Team on a monthly basis. PMG will identify priorities and scope to align services and deliverables as it relates to marketing + grassroots campaigns. Services may include:

- Working Sessions
- Strategic Brand Consulting
- External Marketing and Communications
- Internal Marketing and Communications
- Grassroots Marketing + Promotion
- Campaign Strategy + Execution
- Production Shoot Management
- Video + Photo Asset Creation
- Event Marketing Strategy
- Influencer Marketing Strategy, Management and Execution (varies based on budget)
- Traditional and Digital Advertising Strategy + Execution
- Paid Media Strategy
- Stakeholder Communications Strategy
- Third Party Vendor Advocacy
- PMG Promotion



CITY OF FISHERS | ECONOMIC DEVELOPMENT

MONTHLY PUBLIC RELATIONS + SOCIAL MEDIA SUPPORT

Updated December 7th, 2023

PMG COMMITMENT

On a monthly basis, PMG will set priorities and reevaluate as necessary with The City of Fishers | Economic Development Team which include but are not limited to:

- Identify priorities and scope to align services and deliverables
- PMG will perform services off-site, in-person, by phone, by email, or a combination, as necessary
- The City of Fishers will assist PMG in the scheduling of any in-person or date-specific checkpoints, workshops, recommended discussions, and interviews
- PMG will manage the agreed upon priorities and scope which will be added to throughout the engagement
- The City of Fishers and PMG agree and acknowledge that the priority of the scope is subject to change

ROLES AND RESPONSIBILITIES

Pence Media Group:

- Nicole Pence Becker – ensure the agreed upon solution is delivered to expectations

The City of Fishers | Economic Development:

- Ashley Elrod – approve the scope, milestones, and project completion



CITY OF FISHERS | ECONOMIC DEVELOPMENT
MONTHLY PUBLIC RELATIONS + SOCIAL MEDIA SUPPORT
Updated December 7th, 2023

FORECASTED TIMING, EFFORT + COST

The effective date of this Contract is 12/10/2023 and the term through December, 31st 2024 with termination requiring 60 days written notice. The project is billed as hours accrue each month. The following proposal is designed to meet and exceed client expectations.

- **SEGMENT 1 :: MONTHLY PUBLIC RELATIONS + MEDIA MONITORING**
- **SEGMENT 2A :: SOCIAL MEDIA FACELIFT + ACCOUNT INTEGRATION**
- **SEGMENT 2B :: MONTHLY SOCIAL MEDIA MANAGEMENT, EXECUTION + REPORTING**
- **SEGMENT 3 :: MARKETING + GRASSROOTS SUPPORT (AS NEEDED)**

ENGAGEMENT ESTIMATE

PROJECT SEGMENTS	ESTIMATED HOURS	PROJECTED COST
SEGMENT 1 :: MONTHLY PUBLIC RELATIONS + MEDIA MONITORING	15 HOURS / PER MONTH (starting in DEC 2023)	\$3,225
SEGMENT 2A :: SOCIAL MEDIA FACELIFT + ACCOUNT INTEGRATION	10 HOURS	\$2,150
SEGMENT 2B :: MONTHLY SOCIAL MEDIA MANAGEMENT, EXECUTION + REPORTING	15 HOURS / PER MONTH (starting in JAN 2024)	\$3,225
SEGMENT 3 :: MARKETING + GRASSROOTS SUPPORT (AS NEEDED)	TBD	TBD, \$215 / HOUR

NOTE: ALL HOURS WILL BE INVOICED MONTHLY AT AN HOURLY RATE OF \$215 PER HOUR WITH A MINIMUM OF 15 HOURS PER MONTH FOR THE AGREEMENT.

NOTE: PROJECTED COSTS BY PMG DO NOT REFLECT INDIVIDUAL COSTS ASSOCIATED WITH THIRD-PARTY VENDORS (I.E., PHOTOGRAPHY, VIDEOGRAPHY, INFLUENCERS). VENDOR COSTS WILL BE PASSED ON DIRECTLY TO CLIENT.

CITY OF FISHERS | ECONOMIC DEVELOPMENT

MONTHLY PUBLIC RELATIONS + SOCIAL MEDIA SUPPORT

Updated December 7th, 2023

PAYMENT + ADDITIONAL TERMS

- PMG will provide professional services to Client on a time and materials basis.
- Services provided under this Scope will be invoiced monthly.
- A work day is made of eight (8) hours with professional services to be delivered during standard business hours, Monday to Friday, exclusive of federal holidays. Any services required outside of these hours + understood “rushed work” shall be executed via a change order based upon resource availability and will be billed at a rate of \$225 per hour.
- Changes to the scope detailed in this Scope document including, but not limited to, additional consultant, deliverables, or assistance and any other changes that impact costs or timeline will be subject to a change order. All additional efforts incurred by PMG to execute such changes shall be billable at the rate of \$215 per hour (2023 honored rate), plus applicable travel and out of pocket expenses.
- If costs for the professional services set forth in this Scope document exceed the estimated project total by fifteen percent (15%) or less, they will be billed without further notice. Once these additional efforts exceed fifteen percent (15%) or the estimated project total, a change request will be issued to Client to extend or expand the Project Scope.
- PMG will complete the majority of its work from the PMG headquarters in Carmel, IN and remotely.
- PMG will be reimbursed for reasonable travel and other out-of-pocket expenses that are approved in advance by Client supported with back-up documentation and necessarily incurred in performance of the services.
- Subject to Client’s payment in full of all fees due to PMG, PMG acknowledges and agrees that Client will thereafter own all rights to the final creative design work product delivered to Client under this work for hire Scope (“Work Product”) reserving to PMG only the “Portfolio Rights” described below. If for any reason the Work Product would not be considered a work made for hire under applicable law, then, subject to Client’s payment to PMG of amounts due under this Scope, PMG hereby irrevocably assigns to Client, and its successors and assigns, all current and future right, title, and interest (whether or not now existing), including copyright, in all creative works that were or will be created, developed, conceived, reduced to practice, or discovered in the performance of the Services and all materials created with respect to the Services, in whatever form. Client represents and warrants to PMG that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to PMG by Client are owned by Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend PMG and its contractors and employees from any liability (including attorneys’ fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client. PMG retains the right to reproduce, publish, and display the Work Product for PMG’s use in portfolios and websites, and in galleries, design periodicals, and other media or exhibits for the purpose of recognition of creative excellence or professional advancement and Client hereby grants PMG, and its successors and assigns, a perpetual, royalty-free, license to use the Work Product for such purposes (“Portfolio Rights”).



CITY OF FISHERS | ECONOMIC DEVELOPMENT

MONTHLY PUBLIC RELATIONS + SOCIAL MEDIA SUPPORT

Updated December 7th, 2023

SCOPE AUTHORIZATION

As an authorized approver of this Scope document, you agree to the content and terms listed within and authorize the project to start knowing that anything not identified within is considered out of scope. Any changes or additions to the agreed upon project scope will require a revised scope document and mutual approval.

ASHLEY ELROD
THE CITY OF FISHERS

DATE

NICOLE PENCE BECKER
PENCE MEDIA GROUP, LLC

DATE

EXHIBIT B
EFT Form
[included on the following page]

**VENDOR INFORMATION**

Fishers Electronic Payment Form
Approved by Mayor, 2018
Approved by City Controller, 2018

Name and telephone number of the person who completed this document must be provided.

Name _____

Daytime telephone number _____

Print or Type Legal Name (Owner of the LLC or SSN or name appears on your tax return. Do not use business name of a sole proprietorship on this line.)	
Trade Name (Doing Business as Name D/B/A) (Complete only if payment is to be made payable to the D/B/A name)	
Row 1 Address (number and street, city, state and ZIP code)	
Purchase Order Address (Optional, number and street, city, state and ZIP code)	
Enter 9-digit Taxpayer Identification Number (TIN) of the legal entity: (SSN = Social Security Number, EIN = Employer Identification Number) (Individual's SSN) _____ - _____ or EIN _____ - _____	
One box must be checked ☐ I am a U.S. Person (including a U.S. resident alien) ☐ I am not a U.S. Person (an F-3 must be filed with the Auditor of State)	
SECTION 1: AUTHORIZATION According to Indiana law, your signature below authorizes the transfer of electronic funds under the following terms: Account Holder's Name _____ Account Number _____ Type of Account ☐ Checking (Demand) ☐ Savings <i>Please check this box if your account deposit will be automatically forwarded to a bank account in another</i>	
SECTION 2: FINANCIAL INSTITUTION'S APPROVAL (Attach a non-voided check or have your financial institution complete this section)	
The financial institution identified below agrees to accept automatic deposits under the terms set forth herein:	
Name of Financial Institution _____	
Telephone: (_____) _____	
Address _____ Number and Street, and/or P.O. Box No. _____ City, State, and ZIP Code (00000-0000) _____ ABA Transit-Routing Number _____	Financial Institution = Arthur and Sons, Inc. _____ Title _____ Date _____, 20____
SECTION 3: ELECTRONIC NOTIFICATION OF ELECTRONIC FUND TRANSFER (EFT) DEPOSITS (Complete this section only if you are requesting electronic notification. You can go online to www.indiana.gov for more information.)	
I hereby request that all future notices of EFT deposits to the bank account specified above be sent to the following email addresses:	
_____ _____	_____ _____
I agree to the provisions contained on the reverse side of this form.	
NAME (print or type) _____ TITLE _____	
AUTHORIZED SIGNATURE _____ DATE _____ TELEPHONE NUMBER _____	

EXHIBIT C
E-VERIFY AFFIDAVIT

Owner + Operator

Nicole Pence Becker ("Affiant"), the _____ of Pence Media Group, LLC an Indiana limited liability company (**Contractor**), effective as of 12/15/2023, 2023 (the "**Effective Date**"), hereby certifies and affirms the following on behalf of Contractor:

1. Contractor is enrolled in and is participating in the E-Verify program;
2. Contractor does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contractor has provided documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of the Contractor and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of Contractor.

Pence Media Group

DocuSigned by:

PMG

DocuSigned by:

12/15/2023

Its:

Nicole Pence Becker

[SIGNATORY'S POSITION]



Board Action Form

MEETING DATE	2/27/24			
TITLE	Request to purchase lighting fixtures for the theater at the Fishers Arts and Municipal Complex			
SUBMITTED BY	Name & Title: Tracy Gaynor Information Technology			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R022724D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	Due to a variety of factors, part of the lighting design for the theater in the new Arts and Municipal Complex was not able to be included in the scope of the BOM for the construction bond. The pipe grid, cabling, and controls were covered in the bond, and the fixtures can be provided by IT out of the 2024 operating budget. The city would prefer to use the same vendor for the entire lighting design and installation to ensure installation goes smoothly, manufacturer warranty is not voided, and to guarantee support and maintenance going forward. The manufacturer discounted the equipment by \$27,8443.50 under what was initially proposed. Due to this special discount, the desire to use the same vendor, and to meet the construction timeline, the IT department is requesting this purchase of lighting fixtures.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$211,348.50
	Expenditure \$:	\$183,504.00
	Source of Funds:	2024 IT Operating Budget
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval Option</i>)	1.	Approve this request
	2.	Deny this request
	3.	
	4.	
PROJECT TIMELINE	Install in 4-6 weeks.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve this request	
SUPPLEMENTAL INFORMATION (List all attached documents)	Quote <i>ACD24-61071-4.pdf</i>	

RESOLUTION NO. R022724D

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING A SPECIAL PURCHASE OF LIGHTING FIXTURES

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), seeks to purchase lighting fixtures for the Arts and Municipal Center’s theater (“Fixtures”);

WHEREAS, pursuant to Ind. Code §5-22-10-5, the City can make a special purchase without competitive bidding when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City;

WHEREAS, pursuant to Ind. Code §5-22-10-8, the City may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one (1) source meets the City’s reasonable requirements;

WHEREAS, Associated Controls + Design is the subcontractor for the lighting controls, cabling and pipe grid for the City’s Arts and Municipal Center and purchasing from the same subcontractor will allow the City to stay on its construction schedule, maintain the same vendor for purposes of installation, warranty, support and maintenance and the purchase includes a substantial savings to the City;

WHEREAS, the City seeks to purchase the Fixtures from Associated Controls + Design in the amount of One Hundred and Eighty Three Thousand, Five Hundred and Four Dollars and No/100 (\$183,504.00) which will save the City approximately \$27,844.50, all as more particularly described in Exhibit A, attached hereto and incorporated herein (the “Special Purchase”); and

WHEREAS, the City now desires to approve the Special Purchase as further described herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:

- Section 1.** The Board of Public Works & Safety hereby approves the Special Purchase with Associated Controls + Design in the amount of \$183,504.00, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor to execute the Special Purchase and any and all documents necessary to effectuate its intent.
- Section 4.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 27th day of February, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

““I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law.” /s/ Lindsey M. Bennett



ASSOCIATED CONTROLS + DESIGN
Intelligent lighting + dimming + rigging

Associated Controls + Design
6850 Guion Road
Indianapolis IN 46268
Phone: (877) 298-3961
Fax: (317) 293-0281
From: Mike Brubaker
Quoter Ph: (317) 759-6606
Quotations: quotes@acdtheatrical.com
Orders: orders@acdtheatrical.com

Project Fishers Arts & Municipal Complex -
Fixtures - 116191

Location

Quote ACD24-61071-4

To: Tracy Gaynor
City of Fishers
3 Municipal Drive
Fishers IN 46038
Phone: (317) 595-3114
Fax: 317-595-3164
Email: gaynort@fishers.in.us

For
Bid Date Feb 16, 2024
Expires Mar 17, 2024

QTY	Type	MFG	Part
Note			<i>FOUR STAR WIRE AND CABLE PRICING IS SPECIAL TO CITY OF FISHERS AND THIS PROJECT</i>
15	19 DEG	CHAUVET	OVATIONREVEE3 Ovation R ve E-3 Includes: Light Engine Only, IP PowerKON Power Cord - NO LENS TUBE Control: 3-pin DMX, 5-pin DMX
15	19 DEG	CHAUVET	OHDLENS19 19, 26, 36 Degree Ovation Ellipsoidal HD Lens Tube Includes: Gel Frame, Lens Tube Only - NO LIGHT ENGINE INCLUDED
15	19 DEG	TLSID	MAB Mega-Clamp Black
15	19 DEG	FEHR	39312-30B 1/8 X 30in 7x7 Galvanized Lighting Restraint Cable with 5/16 Spring Hook, Black
25	26 DEG	CHAUVET	OVATIONREVEE3 Ovation R ve E-3 Includes: Light Engine Only, IP PowerKON Power Cord - NO LENS TUBE Control: 3-pin DMX, 5-pin DMX
25	26 DEG	CHAUVET	OHDLENS26 19, 26, 36 Degree Ovation Ellipsoidal HD Lens Tube Includes: Gel Frame, Lens Tube Only - NO LIGHT ENGINE INCLUDED
25	26 DEG	TLSID	MAB Mega-Clamp Black
25	26 DEG	FEHR	39312-30B 1/8 X 30in 7x7 Galvanized Lighting Restraint Cable with 5/16 Spring Hook, Black
16	36 DEG	CHAUVET	OVATIONREVEE3 Ovation R ve E-3 Includes: Light Engine Only, IP PowerKON Power Cord - NO LENS TUBE Control: 3-pin DMX, 5-pin DMX
16	36 DEG	CHAUVET	OHDLENS36 19, 26, 36 Degree Ovation Ellipsoidal HD Lens Tube Includes: Gel Frame, Lens Tube Only - NO LIGHT ENGINE INCLUDED



ASSOCIATED CONTROLS + DESIGN
Intelligent lighting + dimming + rigging

Associated Controls + Design
6850 Guion Road
Indianapolis IN 46268
Phone: (877) 298-3961
Fax: (317) 293-0281
From: Mike Brubaker
Quoter Ph: (317) 759-6606
Quotations: quotes@acdtheatrical.com
Orders: orders@acdtheatrical.com

Project Fishers Arts & Municipal Complex -
Fixtures - 116191

Location

Quote

ACD24-61071-4

QTY	Type	MFG	Part
16	36 DEG	TLSID	MAB Mega-Clamp Black
16	36 DEG	FEHR	39312-30B 1/8 X 30in 7x7 Galvanized Lighting Restraint Cable with 5/16 Spring Hook, Black
4	50 DEG	CHAUVET	OVATIONREVEE3 Ovation R ve E-3 Includes: Light Engine Only, IP PowerKON Power Cord - NO LENS TUBE Control: 3-pin DMX, 5-pin DMX
4	50 DEG	CHAUVET	OHDLENS50 50 Degree Ovation Ellipsoidal HD Lens Tube Includes: Gel Frame, Lens Tube Only - NO LIGHT ENGINE INCLUDED
4	50 DEG	TLSID	MAB Mega-Clamp Black
4	50 DEG	FEHR	39312-30B 1/8 X 30in 7x7 Galvanized Lighting Restraint Cable with 5/16 Spring Hook, Black
15	PAR/WASH	CHAUVET	COLORADO3SOLO COLORado 3-SOLO Includes: Includes: IP PowerKon Power Cord, Gel Frame Control: 5- pin DMX
15	PAR/WASH	TLSID	MAB Mega-Clamp Black
15	PAR/WASH	FEHR	39312-30B 1/8 X 30in 7x7 Galvanized Lighting Restraint Cable with 5/16 Spring Hook, Black
2		STRONG	12137 iChip 600D LT - 120V w/heavy duty tripod stand
10		FDW	CITY 2850 STACKERS 7 1/2 FULL TOP HAT
10		FDW	CITY 2851 STACKERS 7 1/2 HALF TOP HAT
10		FDW	CITY 2202 DONUT, 7.5", BLACK, 3.5" CENTER HOLE
4		CHAUVET	OVIRIS Drop-in Iris fits Ovation E-series



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Fixtures - 116191

Location
Quote ACD24-61071-4

QTY	Type	MFG	Part
10		FDW	CITY 2150 S4 A SANDWICH TEMPLATE HOLDER
15		CHAUVET	OVBGOBOMETAL B-Size Metal Gobo Holder fits Ovation E-series
10		CHAUVET	OVBGOBOGLASS B-Size Glass Gobo Holder fits Ovation E-series
10		FDW	CITY 2488 7-1/2" Frame Size 4-Leaf Barndoor
10		CHAUVET	PTFX40270 COLORado 3 Solo Gel Frame
10		FEHR	39312-30B 1/8 X 30in 7x7 Galvanized Lighting Restraint Cable with 5/16 Spring Hook, Black
10		FDW	CITY 202 SAFER SIDEARM ORIGINAL W/18 OF 1/2 PIPE AND ONE SLIDING TEE
10		FDW	CITY 204 SAFER SIDEARM ORIGINAL W/24 OF 1/2 PIPE AND TWO SLIDING TEES
Note			FOUR STAR WIRE AND CABLE PRICING IS SPECIAL TO CITY OF FISHERS AND THIS PROJECT
5		FOURSTAR	FTRITAP-BK BLACK CUBE TRIPLE TAP EDISON OUTLET
10		FOURSTAR	FPOW123MF-5 12-3C SJOOW M/F EDISON, 5FT
25		FOURSTAR	FPOW123MF-10 12-3C SJOOW M-F EDISON, 10FT
10		FOURSTAR	FPOW123MF-25 12-3C SJOOW M-F EDISON, 25FT
2		FOURSTAR	FPOW123MF-50 12-3C SJOOW M-F EDISON, 50FT
15		FOURSTAR	FPOW123TRU1MF-5 12-3C POWERCON TRU1 M/F 5 FT
40		FOURSTAR	FPOW123TRU1MF-10 12-3C POWERCON TRU1 M/F 10 FT (Powercon True1)



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Fixtures - 116191

Location

Quote ACD24-61071-4

QTY	Type	MFG	Part
15		FOURSTAR	FPOW123TRU1MF-25 12-3C POWERCON TRU1 M/F 25 FT (Powercon True1)
2		FOURSTAR	FPOW123TRU1MF-50 12-3C POWERCON TRU1 M/F, 50 FT
15		FOURSTAR	FPDMX5-5 DMX 5P XLR-F-XLRM 5FT
40		FOURSTAR	FPDMX5-10 DMX 5P XLR-F-XLRM 10FT
25		FOURSTAR	FPDMX5-15 DMX 5P XLRM-XLRF 15FT
15		FOURSTAR	FPDMX5-25 DMX 5P XLRM-XLRF 25FT
4		FOURSTAR	FPDMX5-50 DMX 5P XLRM-XLRF 50FT
1		FOURSTAR	FPDMX5-100 DMX 5P XLRM-XLRF 100FT
10		FOURSTAR	F5PDMXTERM 5PIN DMX TERMINATION PLUG
2		FOURSTAR	FPDMX5-1FF DMX 5P XLR-F-XLRF 1FT
2		FOURSTAR	FPDMX5-1MM DMX 5P XLRM-XLRM 1FT
2		FOURSTAR	F244PRSC6PC-10 TACTICAL CAT6A SHLD BOOTED RJ45 PATCH CABLE, 10FT
2		FOURSTAR	F244PRSC6PC-25 TACTICAL CAT6A SHLD BOOTED RJ45 PATCH CABLE, 25FT
2		FOURSTAR	F244PRSC6PC-100 TACTICAL CAT6 SHLD RJ45-RJ45, 100FT
FREIGHT & SERVICES			
1		ACDF	FREIGHT
112		ACDI	LABOR - INT
8		ACDI	TRAINING
5		ACDRE	LIFT Compact Boom Lift to reach locations over seating floor

Total:

\$183,504.00

Notes:



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Location

Quote ACD24-61071-4

Note we have included a lift for installation; based on discussion our intent is a compact boom lift so we can reach positions over the seating platform.

Overall pricing includes discounts specific to this project and the City of Fishers, as noted. ACD has also included an overall discount to the pricing for this project.

Terms and conditions of sale:

Accepted: _____

Date: _____

PO number (if applicable): _____

SPECIAL NOTES

Due to instability in commodity materials markets and freight costs, all prices quoted are based on today's cost of material and freight. Our manufacturers have reserved the right to adjust selling prices in effect at the time the order is placed.

Lead times, where noted, are estimates only and subject to change. Once an order is accepted and acknowledged by the factory, we will have a firm idea of lead time.

- Shipping not included unless otherwise specified herein.
- Installation, if included and unless otherwise specified herein:
 - o Occurs during normal working hours (7am - 5pm, Monday through Friday)
 - o Does not include evenings, weekends, or holidays
 - o Does not include overtime
 - o Includes all related expenses: travel, housing, etc.
- Fixture addressing & commissioning is not included unless otherwise specified herein.
- Unless noted above, all existing electronics and system hardware not reused in the new system will be removed and properly disposed of by ACD.
- Professional engineering (structural and/or electrical) is not included unless otherwise specified herein.
- Existing electrical and/or structural infrastructure is assumed to be adequate to support the quoted equipment. Unless specified herein, engineering and any remediation required is not included.
- Associated Controls + Design reserves the right to correct typographical errors.
- Prices apply only for an order containing all items quoted and in no less than quantities noted.
- A 3% fee will be added to the total amount on all payments made with a credit card.
- All product quoted is subject to approval.

Date: Feb 19, 2024

Quote: ACD24-61071-4

Quote
Page 6/6



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Project **Fishers Arts & Municipal Complex -
Fixtures - 116191**

Location

Quote ACD24-61071-4

- Prices do not include lamps, spare material, fuses, special finishes, mounting devices, installation, or applicable taxes unless otherwise specified herein.
- All orders are subject to manufacturer's published terms and conditions.

RESOLUTION NO. R022724E

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
(JIM DUNBAR ARCHITECT)**

WHEREAS, the Department of Parks and Recreation of the City of Fishers, Indiana (“City”) desires to add a building (“Building”) at the City’s Agripark to include a market, classroom and bathroom facilities and therefore has procured the services of a licensed architect to design the Building (“Services”);

WHEREAS, Jim Dunbar Architect (the “Consultant”) has the necessary qualifications, experience and abilities to provide the Services to the City; and

WHEREAS, the Consultant and the City now desire to enter into an agreement substantially similar to the Professional Services Agreement attached hereto and incorporated herein as Exhibit A (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** An agreement substantially similar to the Agreement attached hereto as Exhibit A is hereby approved.
- Section 2.** The Mayor is authorized to execute an agreement substantially similar to the Agreement and any ancillary documents needed to implement the Agreement.
- Section 3.** This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 27th day of February, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey Bennett

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and Jim Dunbar Architect, a (the “Contractor”) as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Contractor to certain architecture and design services, as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or collectively, the “Services”).

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

2. **TERM.** This Agreement shall be for a period commencing on the Effective Date and ending on the later of (a) completion of the Services, or (b) **December 1, 2024**, unless earlier terminated in accordance with the provisions of this Agreement (the “Term”). In no event shall payments be made for work done or Services performed after expiration of the Term.

- A. **Early Termination.** Either Party may terminate this Agreement by giving thirty (30) days written notice of termination to the other Party. Additionally, the City may immediately terminate this agreement upon written notice if (a) Contractor (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Contractor’s contractual relationship with the City); or (ii) it becomes generally known that Contractor is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Contractor breaches a fiduciary duty owed to City as a result of performance or nonperformance of the Services.

- B. **Termination for Material Default.** In the event of material default, the non-defaulting Party may terminate this Agreement upon three (3) days' written notice which right shall not be subject to the right to cure.
- C. **Survival.** Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement during the Term and prior to termination as provided herein.
3. **CONFIDENTIALITY.** Contractor acknowledges that it may be provided certain confidential nonpublic trade secrets, ideas, samples, models, processes, techniques, methods, drafts, know-how, business information, financial information, research, developmental information, client lists, prospect lists, marketing plans and other similar types of information (individually or collectively, "Confidential Information"). Contractor shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Contractor shall keep all Confidential Information and not disclose any of the same, or any details thereof, or any information relating thereto or derived or developed therefrom, to any third party, without the City's prior written consent. Upon conclusion of the Term, Contractor shall return to City all Confidential Information. This provision shall survive termination of this Agreement.
4. **CONSIDERATION.** For and in consideration of and as a material inducement for Contractor fully satisfying its obligations included herein, Contractor shall be paid as set forth in Exhibit A (the "Consideration"); provided, however, the Contractor acknowledges that to be timely paid, the Contractor shall within ten (10) days of the Effective Date, provide City (a) the completed EFT form attached as Exhibit B (the "EFT Form"), and, if not previously provided to the City during 2023, (b) a completed 1099 form. All Compensation shall be paid to Contractor by EFT and paid into the account included on the EFT Form.
5. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Contractor under contracts to which Contractor is a party, to the extent that such contracts relate to the performance of the Services by Contractor or any party acting by, under, through, or on behalf of Contractor; (b) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; or (c) the breach by Contractor of any term or condition of this Agreement or any Ancillary Agreement. For purposes of this Agreement, "Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.
6. **INSURANCE.** Consultant 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 Consultant's operations under this Agreement, whether such

operations be by Consultant 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.

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

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$1,000,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

Coverage A	
(Worker's Comp.)	Statutory Minimum Requirements

D. Excess Liability (Umbrella Form)

Limits of Liability	\$5,000,000 Each Occurrence
---------------------	-----------------------------

E. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

With the prior approval of City, Consultant may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Consultant shall be responsible for all deductibles.

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

7. **COMPLIANCE WITH LAWS.** During the Term, Contractor shall fully comply with the Laws while delivering the Services. For purposes of this Section 7, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, as amended. Moreover, Contractor acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-

3 *et. seq.* and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.

8. GOVERNING LAW.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.

B. If any section, paragraph, term, condition, or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

- 9. CONTRACTOR CERTIFICATIONS.** Contractor represents and warrants to the City that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Moreover, Contractor understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 9, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Contractor covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, Contractor shall execute the affidavit included as Exhibit C affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide 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 Contractor and delivered to the City.

- 10. MISCELLANEOUS.** This Agreement shall inure to the benefit of, and be binding upon, City and Contractor, and their respective successors and assigns; provided, however, Contractor may only assign this Agreement upon written approval of the City. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Contractor waives, to the extent permitted under applicable law: (a)

the right to a trial by jury; and (b) any right Contractor may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City and Contractor. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or employment relationship between Contractor and City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

[signatures on following pages]

City of Fishers, Hamilton County, Indiana

By: _____
Scott Fadness, Mayor

Jim Dunbar Architect

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
EFT Form
[included on the following page]

EXHIBIT C
E-VERIFY AFFIDAVIT

Jim Dunbar ("**Affiant**"), the _____ of _____, an Indiana
_____("Contractor"), effective as of _____, 2024 (the "**Effective Date**"), hereby
certifies and affirms the following on behalf of Contractor:

1. Contractor is enrolled in and is participating in the E-Verify program;
2. Contractor does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Contractor has provided
documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of the Contractor and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of Contractor.

Jim Dunbar Architect

Its: _____
[SIGNATORY'S POSITION]

JIM DUNBAR ARCHITECT

Agreement for Limited
Professional Architecture Services

Client: City of Fishers
Parks and Recreation Department
8100 E. 106th Street
Suite 150
Fishers, IN 46038

February 22, 2024

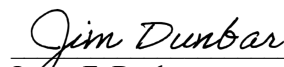
Project Description: New Parks & Rec Dept. Building - Architecture and MEP Design & Drawings

Project Scope of Services:

- Prepare a schematic layout of the interior floor plan for Owner review
- Complete a commercial building code review of the floor plan, including ADA accessibility requirements
- Engineering of foundations and floor slabs
- Prepare the interior architectural drawings and documents as required for the Indiana State Design Release and local permits (structural drawings by Morton Buildings)
- Prepare required electrical, mechanical and plumbing drawings with appropriate notes and schedules
- Prepare COMcheck energy code analysis paperwork (as required by the State of Indiana)
- Any site plan work, surveying, civil engineering work, zoning work and site utility design to be completed by others
- Filing of state design release applications (all permit fees paid by project Owner)
- Registered architect's stamp (State of Indiana) on all drawings and applications, as required.

Fee Arrangement:

- Services in the scope above will be rendered at the following sum:
 - \$8,400 fee total
 - \$2,400 retainer (down payment)
 - Balance billed upon submission of plans for filing to the State of Indiana


James E. Dunbar

Accepted: _____

Title: _____ Date: _____



Board Action Form

MEETING DATE	2/27/2024			
TITLE	Resolution to approve sponsorship agreement between the City of Fishers and Meijer Great Lakes Limited Partnership (Meijer Superstores).			
SUBMITTED BY	Name & Title: Jake Reardon McSoley, Director of Recreation & Wellness Department: Administration			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R022724F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	This is a one-year agreement worth a total of \$105,000 of sponsorship revenue for the City of Fishers. \$25,000 was received in 2023 for Presenting Sponsorship of the 2023 Geist Half Marathon. \$80,000 will be received in 2024, for Presenting Sponsorship of 2024 Spark!Fishers Event (\$50,000) and Presenting Sponsorship of 2024 Geist Half Marathon (\$30,000). In exchange for this sponsorship revenue, Meijer will be co-branded with the above events. There are detailed marketing guidelines and deliverables that have been negotiated. Meijer will receive sponsorship industry exclusivity (superstore category) for these two events in 2024. They will also have first right of refusal to renew these two sponsorship opportunities for additional year (s).	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	\$105,000 Meijer Sponsorship
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE	If approved, we would immediately begin marketing and brand coordination for deliverables associated with these two events with Meijer.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend moving forward with this sponsorship agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	- 1 Year Sponsorship Agreement with Meijer	

RESOLUTION NO. R022724F

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING PRESENTING SPONSORSHIP AGREEMENT FOR GEIST HALF
MARATHON AND SPARK! FISHERS
(MEIJER)**

WHEREAS, the City of Fishers, Indiana (“City”) manages, promotes, organizes and operates certain events throughout the year which include the Geist Half Marathon and Spark!Fishers (“Events”);

WHEREAS, the City has certain sponsorships available for the Events, including a presenting sponsorship which includes certain associated rights as an exclusive sponsor for the Events; and

WHEREAS, the City selected Meijer Great Lakes Limited Partnership (“Meijer”) as the presenting sponsor for the Events for 2023 and 2024; and

WHEREAS, the City and Meijer desire to enter into a Presenting Sponsor Agreement (“Agreement”), attached hereto and incorporated herein as Exhibit A, that sets forth each parties’ responsibilities and rights as the presenting sponsor.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** An agreement substantially similar to the Agreement attached hereto as Exhibit A is hereby approved.
- Section 2.** The Mayor is authorized to execute an agreement substantially similar to the Agreement and any ancillary documents needed to implement the Agreement.
- Section 3.** This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 27th day of February, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey Bennett

PRESENTING SPONSORSHIP AGREEMENT

This PRESENTING SPONSORSHIP AGREEMENT (the “Agreement”), made and entered into this _____ of _____, 2024 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, with an office address of 3 Municipal Drive, Fishers, Indiana 46038 (“Entity”) and Meijer Great Lakes Limited Partnership, a Michigan limited partnership with an office address at 2929 Walker Ave. NW, Grand Rapids, Michigan 49544-9428 (“Sponsor”). Entity and Sponsor are sometimes together referred to herein as the “Parties” and individually as a “Party”.

WITNESSETH:

WHEREAS, Entity manages, organizes, promotes, and operates the Geist Half Marathon, Spark!Fishers events on an annual basis (the “Events”) and the Spark!Fishers 5K; and

WHEREAS, Entity has the right to sell Presenting Sponsorship Rights and other sponsorship and associated rights to the Events; and

WHEREAS, Sponsor desires to purchase Presenting Sponsorship Rights to the Events and other sponsorship and associated rights with respect to the Events, all as more fully set forth herein; and

WHEREAS, Entity desires to sell Presenting Sponsorship Rights and other sponsorship and associated rights to the Events to Sponsor, in consideration for the covenants and agreements set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings.

“**Affiliate**” means a Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a Person. As used in this definition, the term "controls" or "controlled by" means the possession of the power to direct the management and policies of the Person, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the Preamble.

“**Contract Year**” means each twelve (12) month period beginning on January 1 and ending on the immediately following December 31 during the Term. For the purposes of this Agreement, Contract Year 1 shall commence on the Effective Date and end on December 31, 2023. For purposes of clarity, Contract Year 2 will commence on January 1, 2024, and end on December 31, 2024.

“Direct Competitor” means any Person (other than Sponsor) that principally or exclusively (as opposed to incidentally) provides or offers products and/or services within the Exclusive Category.

“Effective Date” has the meaning set forth in the Preamble.

“Entitlements” means the entitlements set forth in **Exhibit A**.

“Entity” has the meaning set forth in the Preamble.

“Entity Default” has the meaning set forth in Section 25.

“Entity Trademarks” means Entity’s name or other logos or trademarks, as set forth in Section 16.

“Events” has the meaning set forth in the recitals. Both the Geist Half Marathon and Spark!Fishers shall be referred to individually as an Event, and collectively as the Events; provided, however, the Spark!Fishers 5K shall not be included in and is specifically excluded from the definition of “Events”.

“Event Logos” has the meaning set forth in Section 10. The Event Logos shall also include any future changes to the Event Logos, in accordance with this Agreement.

“Event Social Media Accounts” has the meaning set forth in Section 15.

“Event Trademarks” has the meaning set forth in Section 14.

“Exclusive Category” means, with respect to the Geist Half Marathon, Sparks!Fishers and the Spark!Fishers 5K, the grocery supercenter category. The Exclusive Category explicitly excludes any and all drug stores, convenience stores, pharmacies, gas stations, and sporting goods stores.

“Exclusive Negotiating Period” has the meaning set forth in Section 3.

“Fishers Parks” means the Fishers, Indiana Parks and Recreation department.

“Force Majeure Event” has the meaning set forth in Section 30.

“Geist Half Marathon” is an annual event managed, promoted, organized, and operated by the Entity, that consists of both a 5K and half marathon race.

“Half Marathon Name” has the meaning set forth in Section 4.

“Independent Marks” has the meaning set forth in Section 14.

“Insolvency Event” means, with respect to Sponsor, the occurrence of any of the following: (a) Sponsor shall commence a voluntary case concerning itself under any Insolvency Law; (b) an involuntary case is commenced against Sponsor and the petition is not controverted within fifteen (15) days, or is not dismissed within sixty (60) days, after commencement of the case; (c) a

custodian is appointed for, or takes charge of, all or substantially all of the property of Sponsor or commences any other proceedings under any Insolvency Law relating to Sponsor or there is commenced against Sponsor any such proceeding which remains undismissed for a period of sixty (60) days; (d) any order of relief or other order approving any such case or proceeding is entered; (e) Sponsor is adjudicated insolvent or bankrupt; (f) Sponsor suffers any appointment of any custodian, receiver or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of sixty (60) days; or (g) Sponsor makes a general assignment for the benefit of creditors.

"Insolvency Law" means any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar Law of any jurisdiction, whether federal, state or foreign, and whether now existing or hereafter in effect.

"Knowledge" means with respect to Sponsor, that the executive officers and directors of Sponsor are aware or reasonably should have been aware of a particular fact or matter after conducting reasonable due diligence and inquiry.

"Laws" means any federal, state, local, or foreign constitution, treaty, law, statute, ordinance, resolution, rule, code, regulation, order, writ, decree, injunctions, judgment, stay, or restraining order, provisions and conditions of permits, licenses, registrations, and other operating authorizations, and any judgment, opinion, or ruling of, any governmental authority, in each case, whether currently in effect or which may hereinafter be enacted as existing or amended.

"Names" has the meaning set forth in Section 4. The Names shall also include any future name changes.

"Old Event Logos" has the meaning set forth in Section 10.

"Party" has the meaning set forth in the Preamble.

"Person" means any natural person, corporation, partnership, limited partnership, limited liability company, estate, trust, joint venture, association, government (and any branch, agency or instrumentality thereof), governmental entity or other form of entity or business organization.

"Presenting Sponsorship Rights" means the right, subject to prior written mutual agreement between the Parties, to be the exclusive presenting sponsor of the Events and venues; provided, however, the Parties acknowledge and agree that although Sponsor will be listed as a sponsor, it will not be the Presenting Sponsor of the Spark!Fishers 5K and shall not have Presenting Sponsorship Rights with respect to the Spark!Fishers 5K.

"Primary Logos" has the meaning set forth in Section 10.

"Public Statements" has the meaning set forth in Section 35.

"Rights Fee" has the meaning set forth in Section 8.

"Secondary Logos" has the meaning set forth in Section 10.

“Signage” has the meaning set forth in Section 11.

“Spark!Fishers” is an annual, weeklong event managed, promoted, organized, and operated by the Entity, that consists of various events and activities including, but not limited to, concerts, a car and art show, and a street festival. For purposes of this Agreement, however, the Spark!Fishers 5K shall not be deemed to be included in the definition of Spark!Fishers.

“Spark!Fishers 5K” shall mean the 5-kilometer road race or any other road race of an equal or greater distance held within the dates of Spark!Fishers festival or within five (5) days of Spark!Fishers festival.

“Spark! Name” has the meaning set forth in Section 4.

“Sponsor” has the meaning set forth in the Preamble.

“Sponsor Default” has the meaning set forth in Section 25.

“Sponsor ID” means Sponsor’s name or logo.

“Sponsor Trademarks” means Sponsor’s name or other logos or trademarks, as set forth in Section 17.

“Style Guide” has the meaning set forth in Section 10.

“Subordinate Rights” has the meaning set forth in Section 4.

“Term” has the meaning set forth in Section 3.

“Third Party Intellectual Property” has the meaning set forth in Section 18.

“Third Party Signs” has the meaning set forth in Section 11.

“Transfer” has the meaning set forth in Section 28.

2. Events. Entity hereby represents that Entity manages, promotes, organizes, and operates the Events. Nothing herein contained shall obligate Entity to hold the Events on any particular day or for any particular number of hours per day. Entity reserves the right to alter the operating schedule of days and hours of the Events at any time and without notice to Sponsor.

3. Term. The term of this Agreement shall commence on the Effective Date and continue for two (2) Contract Years, unless extended or sooner terminated in accordance with the terms hereof (the “Term”).

- a. Right of First Negotiation. Between September 30th and December 30th of Contract Year 2, Entity hereby agrees to grant Sponsor exclusive negotiation rights with respect to extending this Agreement (“Exclusive Negotiating Period”). If the Parties have not extended this Agreement at the end of the Exclusive Negotiating Period, Entity shall have the right to enter into discussions, negotiations, or agreements with third parties without further notice or obligation to Sponsor.

4. Grant of Rights.

a. Grant of Presenting Sponsorship Rights. Entity hereby grants to Sponsor during the Term the exclusive Presenting Sponsorship Rights to the Events and the venues to be used for the Events pursuant to the terms and conditions of this Agreement. As of the Effective Date, the official name of the Geist Half Marathon shall be the “Geist Half Marathon Presented by Meijer” (the “Half Marathon Name”) and the official name of Spark!Fishers shall be “Spark!Fishers Presented by Meijer” (the “Spark! Name”) (both the Half Marathon Name and Spark! Name shall be referred to individually as a Name, and collectively as the “Names”), unless amended or changed in accordance with this Agreement. The Events as applicable shall be referred to as the Names in all marketing and promotional materials (materials including print and electronic publications, print and electronic program guides, brochures, posters, visitor guides, flyers, programs, and the like, on websites, social media, press releases, electronic or static billboards and scoreboards, merchandise, volunteer and staff uniforms, badges, letterhead, event credentials and tickets, and similar materials, and other related areas) and Signage. Both Parties agree that the Names should not be abbreviated and to use good faith efforts, contractually or otherwise, to require that third parties (including those third parties that enter into a separate agreement to sponsor the Events) include the Names in all advertising or other dissemination of information regarding the Events.

b. Name Change. In no event shall the Names be changed or altered by Sponsor without the prior written approval of Entity.

c. Subordinate Rights. Notwithstanding the grant of Presenting Sponsorship Rights, Entity shall have the unlimited right to offer, grant, sell or otherwise convey naming rights, presenting sponsor, official sponsor, sponsorship rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, to any subordinate portion of the Events (the “Subordinate Rights”) to any third party; *provided however*, that Entity shall not grant any Subordinate Rights to a Direct Competitor within the Exclusive Category. Entity shall not grant any Subordinate Rights for the Spark!Fishers 5K to a Direct Competitor within the Exclusive Category.

5. Exclusivity. From the Effective Date through the end of the Term, and as long as no Sponsor Default exists, Entity hereby agrees that it shall not grant to any Direct Competitor any right or license to market or promote any products or services within the Exclusive Category anywhere at, or in conjunction with, the Events or the Spark!Fishers 5K.

6. [intentionally omitted]

7. Entitlements. Commencing on the Effective Date and throughout the Term of this Agreement, Entity shall provide to Sponsor and Sponsor shall be entitled to the Entitlements set forth in **Exhibit A**.

8. Compensation to Entity. In consideration of the rights, privileges, and benefits granted under this Agreement, Sponsor shall pay to Entity compensation during the Term as set forth in **Exhibit B** (“Rights Fee”). The Rights Fee shall be due and payable in one (1) installment per Contract Year. In the first Contract Year, the Rights Fee shall be due and payable within thirty

(30) days of the Effective Date. In all subsequent Contract Years, the Rights Fee shall be due and payable within thirty (30) days of the commencement of each Contract Year.

9. Payments.

a. All payments shall be paid by way of check made payable to “City of Fishers, Indiana” and mailed to Entity at its address set forth in Section 19, or such other address as is designated by Entity in writing and in advance.

b. Any payment required to be made by Sponsor that is not paid within ten (10) days from the date such payment becomes due and owing shall bear interest at an annual rate of twelve percent (12%) per annum or, if lower, the maximum allowed by law, from the due date to the date payment is made. The right of Entity to receive interest under this Section shall be in addition to all other rights it may have as a result of Sponsor’s failure to make payments when due.

10. Event Logos.

a. Event Logos. During the Term, Entity and Sponsor shall develop, at Sponsor’s sole cost and expense, logos or other similar designs or devices for each Event, incorporating “Meijer” and such additional appropriate words or designs that relate to or identify Sponsor and Entity (the “Primary Logos”). Sponsor may develop, at Sponsor’s sole cost and expense, derivative graphic designs and devices related to the Primary Logos to be used periodically for ancillary marketing and promotional purposes for the Events pursuant to this Agreement, subject to the prior written approval of Entity (the “Secondary Logos”; collectively with the Primary Logos, the “Event Logos”). In all events, the Event Logos shall be included in all marketing and promotional materials produced by Sponsor related to the Events. In all events, the Event Logos shall be mutually agreed upon by Entity and Sponsor. In no event shall any of the Event Logos be changed or altered by Sponsor without the prior written approval of Entity.

b. Use of the Event Logos & Names. As soon as reasonably practical after the Effective Date, Entity and Sponsor shall develop a style guide that sets forth approved uses of the Event Trademarks and the Independent Marks (“Style Guide”). Any use of the Event Trademarks and Independent Marks by either Party shall comply with the Style Guide in all material respects. Any use of the Names, Event Logos, or Independent Marks by either Party that departs in any material respect from the agreed upon Style Guide shall, in each case, be submitted to the other Party for its prior written approval, in accordance with the approval rights set forth in Sections 16 and 17, respectively.

11. Signage.

a. Event Signage. In connection with the Entitlements granted to Sponsor hereunder, Sponsor shall be entitled to have certain signage or other forms of exposure of the Names, Sponsor ID, and Event Logos placed conspicuously in, on and around the Events and the Spark!Fishers 5K and as otherwise specified in **Exhibit A** (the “Signage”). The content, appearance, location, material, quantity and size of all Signage shall be mutually agreed upon by Sponsor and Entity. The appearance, location, and size of any and all Signage shall be consistent with local regulations and applicable Laws, including building codes.

b. Third Party Signs. Sponsor and Entity shall use reasonable commercial efforts to cause any existing and future third party roadway, wayfinding or other signs referencing the Events to identify the Events by the Names and Event Logos; *provided however*, that, for the avoidance of any doubt, the Parties shall not be deemed in breach of this Agreement in the event any such third party fails to identify such signage.

c. Third Party Signs as of the Effective Date. Notwithstanding anything herein to the contrary, Entity and Sponsor understand and acknowledge that, prior to the Effective Date, references to the Events as the “Geist Half Marathon” and “Spark!Fishers” have been physically incorporated in various signs, sidewalks, kiosks, and/or building structures that cannot be modified or changed except at considerable cost and expense (the “Third Party Signs”), and the Parties agree that the failure to modify such signs will not constitute a breach of this Agreement. To the extent Sponsor desires that any Third Party Signs in existence as of the Effective Date be replaced or modified to include the Names and/or the Event Logos, and the cost to replace and/or modify any such Third Party Sign is not borne by the controlling body that owns or controls such Third Party Sign, then the cost and expense of designing, purchasing, constructing, and installing any replacement or modified Third Party Signs shall be paid for by Sponsor.

Subsequent Name Change. If Sponsor or its successor or assignee changes or causes the change of the Names or Event Logos in accordance with the terms of this Agreement, including receiving Entity’s prior written approval in accordance with this Agreement, Sponsor shall pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including, without limitation, the cost and expense of: (a) removing, destroying and/or discarding Signage reflecting the prior Names and/or Event Logos, (b) preparing, producing, replacing, mounting and installing new or altered Signage to reflect the changed Names and/or Event Logos, (c) removing, destroying or discarding merchandise, equipment and other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Event with the new Name) related to the Event branding, promotion and publicity displaying the prior Names and/or Event Logos, and (d) preparing, producing, replacing and distributing merchandise, equipment or other collateral materials (including, but not limited to, printed, electronic, and video materials, publications, staff uniforms, supplies, and all other equipment or materials regardless of format that need to be changed to effect the renaming or rebranding of the Event with the new Name) related to the Event branding, promotion and publicity reflecting the changed Names and/or Event Logos; and (e) attorneys’ fees, other professionals’ fees, and the cost of obtaining any required consents and approvals associated with such change as well as all other out of pocket costs and expenses relating to Signage, promotions, branding, advertising and marketing.

12. Third Party Marketing and Promotional Materials. Entity and Sponsor agree that each shall use commercially reasonable efforts during the Term to cause the media, advertisers, promoters, sponsors, service providers, and other third parties to identify the Events by the Names and to incorporate the Names and Event Logos into all advertising and promotional materials that identify the Events published or distributed by such party; *provided however*, that any failure of such parties to refer to the Events by the Names and incorporate the Event Logos shall not be considered a breach of this Agreement.

13. Trademarks.

a. Ownership of Event Trademarks. Entity and Sponsor agree that Sponsor shall own all right, title and interest in the Names, Event Logos, and/or any stylized form or combination thereof, as may be modified throughout the Term, including the trademarks and copyrights associated therewith (“Event Trademarks”). Sponsor shall license or acquire from the creator(s) of the Event Logos “artist’s design” sufficient rights, including rights in any copyright, to permit use of the trademarks associated with the Event Trademarks in connection with the Events. For the avoidance of doubt, each Party shall retain all right, title, and interest in its respective Independent Marks that are incorporated into the Names, Event Logos, and Event Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, , the names “Geist Half Marathon” and “Spark!Fishers”, and the Entity Trademarks; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

b. License to Use Event Trademarks. During the Term, Sponsor hereby grants to Entity an unlimited, nonexclusive, revocable, royalty-free license to use the Event Trademarks, as hereafter changed, amended, or created hereunder so long as such use is in accordance with the Style Guide and the approvals set forth in this Agreement.

c. Independent Trademarks. Except as to the Event Trademarks or as expressly provided in this Agreement, Entity and Sponsor shall retain all ownership, right and title in their respective trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like (“Independent Marks”), and neither Party shall use any Independent Mark that is owned by, or licensed or sublicensed to, the other Party without the other Party’s prior written consent, subject to the Style Guide and the approval process set forth in Sections 16 and 17 of this Agreement. Each Party agrees that any use of the other Party’s Independent Marks under this Agreement will inure to the benefit of and be on behalf of the owning Party and will terminate upon the expiration or prior termination of this Agreement. Except as expressly provided herein, the Parties will not have any rights or interests in the other Party’s Independent Marks.

d. Unauthorized Use of Independent Trademarks. Notwithstanding anything herein to the contrary, the use of the Independent Marks shall be subject at all times to the reasonable approval of the owning Party. If Entity or Sponsor becomes aware of any unauthorized use of the Independent Marks, then such Party shall promptly notify the other Party of such unauthorized use of the Independent Marks of which the notifying Party has actual knowledge. Both Entity and Sponsor shall use commercially reasonable efforts to prevent and/or correct any unauthorized use of the Independent Marks.

14. Event Social Media Accounts.

a. Event Social Media Accounts. Entity shall (and shall cause any third party, if applicable) use the social media accounts for the Events and the Spark!Fishers 5K (including, but not limited to, accounts with Facebook, Instagram and Twitter) to promote Sponsor as further set forth on **Exhibit A** (the “Event Social Media Accounts”). Entity shall manage, during the Term, the day-to-day operation of the Event Social Media Accounts. The Agreement shall include all social media accounts created over the course of the Term. As of the Effective Date, Entity operates Facebook, Twitter, and Instagram social media accounts for the Geist Half Marathon and a

Facebook account for Spark!Fishers.

15. Entity Approval Rights.

a. Sponsor acknowledges and agrees that Entity has an interest in maintaining and protecting the image and reputation of the Events and Entity, and that in order to accomplish this purpose, Sponsor must in all cases assure itself that the (i) Names, (ii) the Event Logos, and (iii) the Entity's name or other logos or trademarks ("Entity Trademarks") are at all times used in a manner consistent with the Style Guide. Sponsor agrees that Entity shall have the right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed to be used by Sponsor that incorporate the Names or Event Logos, Entity Trademarks, or that make reference in any way to Entity and that depart in any material respect from the Style Guide. Sponsor shall not produce, publish or in any manner use or distribute any such advertising, promotional or other materials that have not been submitted to and approved in writing in advance by Entity.

b. Sponsor shall submit to Entity, at the email address set forth in Section 19, for the Entity's examination and approval or disapproval, at least seven (7) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Names or Event Logos, Entity Trademarks, or that refer to Entity together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Entity shall promptly examine and either approve or disapprove such submissions and shall promptly notify Sponsor in writing of its approval or disapproval. Entity shall not unreasonably disapprove any such submission and, if disapproved, Entity shall advise Sponsor of the specific reasons for disapproval in each case. Entity's approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

16. Sponsor Approval Rights.

a. Entity acknowledges and agrees that Sponsor has an interest in maintaining and protecting the image and reputation of the Events and Sponsor, and that in order to accomplish this purpose, Entity must in all cases assure itself that the (i) Names, (ii) the Event Logos, and (iii) Sponsor name, logo and trademarks ("Sponsor Trademarks") are all times used in a manner consistent with the Style Guide. Entity agrees that Sponsor shall have the right to examine and to approve or disapprove in writing and in advance of use of the contents, appearance and presentation of any and all materials proposed to be used by Entity that use or incorporate the Names or Event Logos, Sponsor Trademarks, or that make reference in any way to Sponsor and that depart in any material respect from the Style Guide. Entity therefore agrees that it will not, produce, publish or in any manner use or distribute any such materials that have not approved in writing in advance by Sponsor.

b. Entity shall submit to Sponsor, at the email address set forth in Section 19, for Sponsor's examination and approval or disapproval, at least fourteen (14) days in advance of any use, a sample of the proposed advertising, promotional or other similar materials that incorporate the Names or Event Logos, Sponsor Trademarks, or that refer to Sponsor, together with the script, text, coloring, storyboards and a copy of any photograph proposed to be used. Sponsor shall promptly examine and either approve or disapprove such submissions, and Sponsor shall promptly

notify Entity in writing of its approval or disapproval. Sponsor shall not unreasonably disapprove any such submission and, if disapproved, Sponsor shall advise Entity of the specific reasons for disapproval in each case. Sponsor's approval must be given explicitly in writing; delay in approval for a specific period of time shall not constitute approval for purposes of this Agreement.

17. Third Party Intellectual Property Rights.

a. Sponsor acknowledges and agrees that no rights have been granted to Sponsor to use the names, logos, copyrights, designs, trademarks, or other identifications (other than the Names or Event Logos) used at the Events by any third party that may be granted Subordinate Rights ("Third Party Intellectual Property"). Sponsor shall not use any such Third Party Intellectual Property unless and until Sponsor shall have obtained, at its sole expense, from the owner of such proprietary rights whatever approval; license, waiver or release may be required to permit Sponsor to use such Third Party Intellectual Property.

b. Indemnification. Each party shall protect, indemnify, defend and save harmless the other party, its authorized agents, officers, board members, and representatives from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys' fees, arising out of, or in any way connected with, any claim or action relating to the contents of any materials produced or distributed by it in accordance with this Agreement, or alleging infringement by it of the Third Party Intellectual Property; provided, however, Sponsor acknowledges and agrees that Entity's financial exposure for certain claims is limited by the Indiana Tort Claims Act, and Entity's obligation to indemnify and save Sponsor, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Ind. Code § 34-13-3-4, as amended.

18. Submissions and Notices. Any notices required or permitted hereunder shall be considered as duly made if delivered by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested to the Party for which it is intended. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the Parties at the following address:

To Entity

deckertm@fishers.in.us

Marissa Deckert
Director, Parks and Recreation
3 Municipal Drive
Fishers, Indiana 46038

With a Copy to:

City Attorney
3 Municipal Drive
Fishers, Indiana 46038

To Sponsor

Kim Kronlein
2929 Walker Avenue NW 2350 3 Mile Rd.
Grand Rapids, MI 49544-9428

With a Copy to: contractsreview@meijer.com

19. Insurance. Sponsor agrees to maintain, on a primary basis and at its sole expense, at all times during the Term the following coverages and limits. The requirements contained herein, as well as Entity's review or acceptance of insurance maintained by Sponsor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Sponsor under this Agreement.

Commercial General Liability

Limits of Liability:	\$2,000,00 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

Comprehensive Auto Liability

Policy Limit:	\$500,000
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Worker's Compensation & Disability

Statutory Limits

Entity must keep in force, at Entity's sole expense, insurance coverage covering claims arising out of Entity's obligation under the Agreement, including the following insurance coverages ("Required Coverages"):

- (1) Commercial General Liability ("CGL"), including coverages for premises/operations, products/completed operations, independent contractors, property damage, personal/advertising injury, and contractual liability, in an amount not less than

\$3,000,000.00US per occurrence and \$5,000,000.00US in the aggregate. The CGL policy may not include any exclusions or endorsements that limit coverage for claims from incidents that are also covered by workers' compensation or employer's liability insurance. Meijer, Inc. and its subsidiaries must be named as additional insured's on an endorsement acceptable to Sponsor that extends coverage to contractual liability and products liability. Sponsor agrees that Entity's CGL Policy may be maintained by a combination of Entity's base policy in an amount no less than \$1,000,000.00US per occurrence and an umbrella or excess policy, provided that such umbrella or excess policy meets all the requirements of this Section.

- (2) Automobile Liability coverage for all owned, hired, and non-owned vehicles with a combined single limit not less than \$1,000,000.00US.
- (3) Workers' Compensation coverage for Entity's employees and contractors with statutory limits and Employer's Liability coverage in an amount not less than \$500,000.00US. If any state workers' compensation law requires an express waiver by Entity for Sponsor to obtain indemnity from Entity under the indemnification provision contained in the Agreement, this provision will be considered such waiver.

Policy Requirements. Required Coverages must (1) be either an occurrence policy in effect through the expiration or termination of the Agreement or a claims-made policy to be maintained in force through and for three (3) years following the expiration or termination of the Agreement; (2) not contain a self-insurance retention; (3) not contain any exclusion for punitive damages where allowable by applicable law; (4) contain a specific provision that defense costs are supplemental and do not erode or exhaust the policy limits; (5) contain a specific provision waiving any and all rights of recovery and contribution against Related Parties and all of their respective insurers; (6) cover claims brought in the United States of America; (7) carry a commercially reasonable deductible or retention amount; (8) contain a provision that coverages evidenced will not be adversely modified or canceled without providing at least 10 days' prior written notice to Sponsor; (9) afford primary coverage; and be underwritten by an insurance carrier with an A.M. Best® rating of "A-" or better. Entity will be solely responsible for payment of any deductible or retention.

Required Policy Certificates. Entity must, within ten (10) days following execution of the Agreement, and on each annual anniversary of the execution of the Agreement, provide evidence of all Required Coverages to Sponsor's insurance consultant at <https://www.epiccertificatetracker.com/SubmitCOI?id=21>. If Entity fails to timely provide proof of insurance, Sponsor will have the right (but not the obligation) to terminate the Agreement or to stop or delay any payments to Entity until proof of insurance is received. Such termination, stop, or delay will not be grounds for a cause of action against Sponsor. Sponsor's failure to stop or delay any payment, acceptance of an endorsement not compliant with this Section, or failure to identify non-complying coverage will not be construed as a waiver of Entity's obligations under this Section. Promptly upon the request of Sponsor, Entity must provide full copies of all insurance policies and declarations that establish the Required Coverages.

Indemnity. Sponsor shall indemnify and hold and save Entity, its officers and its employees, against any loss, damage, liability, claim, action, judgment, settlement, interest, award, penalty, fine, cost, or expense of whatever kind, including reasonable attorneys' fees arising out of or related to (i) the Sponsor's breach of this Agreement, (ii) Sponsor's negligent or willful misconduct related to Sponsor's rights or responsibilities set forth in this Agreement, (iii) any unfair competition, false advertising, products liability, intellectual property or other claim of any nature resulting from or related to the authorized use, adoption, display of any of Sponsor Trademarks, logos or other materials provided by Sponsor for use by Entity, (iv) Sponsor's unauthorized use of Entity Trademarks, (v) Sponsor's use of the Names and Event Logos, and (vi) any claim arising from Sponsor's promotions or advertisements.

20. Limitation of Liability. Other than as set forth in Sections 18(b), 21, and 36, under no circumstances shall Entity or Sponsor be liable to the other Party or any other Person for incidental, consequential or indirect damages, loss of good will or business profits, or exemplary or punitive damages.

21. Reservation of Rights. All rights not herein specifically granted to Sponsor by Entity shall be and remain the property of Entity to be used in any manner as it may deem appropriate.

22. Representations and Warranties.

a. Representations and Warranties of Sponsor.

____(i) Sponsor represents and warrants to Entity that: it is a limited partnership in good standing under the laws of the states of Michigan and Indiana and is duly authorized to transact business in the state of Indiana; it has the full corporate power and legal authority to enter into and perform this Agreement in accordance with its terms; all necessary corporate approvals for the execution, delivery, and performance by Sponsor of this Agreement have been obtained, and no consent or approval of any other Person is required for execution of and performance by Sponsor of this Agreement; this Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor enforceable in accordance with its terms; the execution, delivery and performance of this Agreement by Sponsor will not conflict with its articles of incorporation, by-laws or other charter and governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Sponsor is a party or by which Sponsor is bound; it owns sufficient right, title and interest in and to the Sponsor Trademarks and to grant to Entity the right and license to use the Sponsor Trademarks as contemplated by this Agreement; and there is no litigation pending or, to the knowledge of Sponsor threatened against Sponsor which would prevent or hinder the consummation of the transactions contemplated by this Agreement or its obligations hereunder.

(ii) Sponsor represents and warrants to Entity that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Sponsor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this

nondiscrimination clause; and Sponsor will state, in all solicitations or advertisements for employees placed by or on behalf of Sponsor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(iii). Sponsor understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Sponsor covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, Sponsor shall execute the affidavit included as Exhibit D affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Sponsor shall provide 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 Sponsor and delivered to the City.

Representations and Warranties of Entity. Entity represents and warrants to Sponsor that: it has the full power and legal authority to enter into and perform this Agreement in accordance with its terms; the execution and delivery of this Agreement on behalf of Entity has been duly authorized, all necessary approvals for the execution, delivery, and performance by Entity of this Agreement have been obtained; this Agreement has been duly executed and delivered by Entity and constitutes a legal and binding obligation of Entity enforceable in accordance with its terms; all votes, approvals and proceedings required to be taken by or on behalf of Entity to authorize Entity to execute and deliver this Agreement and to perform its covenants, obligations and agreements hereunder have been duly taken; it owns sufficient right, title and interest in and to the Entity Trademarks and to grant to Sponsor the right and license to use the Entity Trademarks as contemplated by this Agreement; and Entity is authorized to enter into this Agreement and to grant to Sponsor all of the rights, benefits, privileges and Entitlements contemplated to be granted to Sponsor hereunder. Entity represents and warrants to Sponsor that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Entity agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Entity will state, in all solicitations or advertisements for employees placed by or on behalf of Sponsor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

23. Termination and Effect.

a. Default Event by Sponsor. The occurrence of any one or more of the following events or actions will constitute a default of this Agreement by Sponsor (“Sponsor Default”):

- i. Failure to Make Payment. Sponsor fails to pay the Rights Fee or any other amount required under this Agreement when due, if such failure continues

for a period of ten (10) days after Entity gives Sponsor written notice of such failure;

- ii. Other Material Breach. Sponsor breaches any other material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Sponsor within sixty (60) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Sponsor fails to (i) submit a cure plan reasonably acceptable to Entity and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach;
- iii. Corporate Cessation. Cessation of Sponsor to conduct business, or if Sponsor is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;
- iv. Insolvency. an Insolvency Event occurs with respect to Sponsor;
- v. Wrongful Assignment. Sponsor's assignment of this Agreement in violation of Section 28;
- vi. Morals. Sponsor (inclusive of its officers, directors and Affiliates) (i) commits an offense, or becomes involved in any business or industry, involving moral turpitude under any Laws (ii) does or commits any act or thing, or becomes involved in any business or industry, that, in the reasonable and good faith opinion of Entity, is immoral, deceptive, scandalous or obscene or will tend to degrade, disparage, or impair the name, reputation, image, goodwill, proprietary rights, or integrity of Sponsor (or by reference or implication, Entity or the Events); (iii) does, or refrains from doing anything that would prejudice or negatively affect the reputations of Entity, the Events, or Entity's employees, officers, directors, Affiliates, subsidiaries, or parents; or (iv) becomes involved in any business or industry that prohibits Entity from having a sponsorship relationship under any applicable Laws.

b. Termination Rights and Remedies of Entity. In the event of a Sponsor Default, Entity shall have the right to exercise any one or more of the following remedies:

- i. immediately terminate this Agreement upon written notice to Sponsor;
- ii. to retain any and all amounts, including, but not limited to, the Rights Fee, that have already been paid as of the date of termination;
- iii. Remove and destroy all Signage or materials displaying or containing Sponsor Marks;

- iv. To enforce any other rights provided for herein with respect to such Sponsor Default;
- v. To seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Sponsor Default; and
- vi. To exercise any other right or remedy at law or in equity with respect to such Sponsor Default

c. Default Event by Entity. The occurrence of any one or more of the following events or actions will constitute a default of this Agreement by Entity (“Entity Default”):

- i. Material Breach. Entity breaches any material term or condition, covenant, agreement, representation or warranty made under this Agreement and (A) such breach is not cured by Entity within sixty (60) days following receipt of written notice specifying the nature of such breach, or (B) if such breach cannot be cured within the sixty (60) day period, Entity fails to (i) submit a cure plan reasonably acceptable to Sponsor and engage in best efforts to remedy such breach within such sixty (60) day period and (ii) cure the breach within one hundred twenty (120) days following receipt of written notice specifying the nature of such breach.
- ii. Wrongful Assignment. Entity’s assignment of this Agreement in violation of Section 28;
- iii. Morals. Entity (inclusive of its (inclusive of its officers and directors) (i) is convicted of an offense involving moral turpitude under any Laws (ii) does or commits any act or thing, or becomes involved in any business or industry, that, in the reasonable and good faith opinion of Sponsor, is immoral, deceptive, scandalous or obscene or will tend to degrade, disparage, or impair the name, reputation, image, goodwill, proprietary rights, or integrity of Sponsor (or by reference or implication, Sponsor or the Events); (iii) does, or refrains from doing anything that would prejudice or negatively affect the reputations of Sponsor or its Affiliates; or (iv) becomes involved in any business or industry that prohibits Sponsor from having a sponsorship relationship under any applicable Laws. No further payment obligations hereunder other than fees owed for benefits received prior to such termination date shall be required. In the event of any such termination, Entity shall provide Sponsor with a pro-rata refund of the fees paid for the benefits not received as of the termination date within thirty (30) days thereof.

d. Termination Rights and Remedies of Sponsor. In the event of an Entity Default, Sponsor shall have the right to exercise any one or more of the following remedies:

- i. Immediately terminate this Agreement upon written notice to Entity;

- ii. to retain any and all amounts, including, but not limited to, the Rights Fee, that have not already been paid as of the date of termination;
- iii. To enforce any other rights provided for herein with respect to such Entity Default;
- iv. Seek to recover all damages and other sums available at law or in equity to which it is entitled with respect to such Entity Default; and
- v. Exercise any other right or remedy at law or inequity with respect to such Entity Default

e. Failure to Terminate. Failure to terminate this Agreement pursuant to this Section shall not constitute a waiver of any remedies the non-defaulting party would have been entitled to demand in the absence of this Section, whether by way of damages, termination or otherwise.

f. Announcement upon Termination. In the event of any termination of this Agreement, either party shall have the right to announce in press releases and otherwise that this Agreement is terminated.

24. Waiver. The failure of either Party at any time to demand strict performance by the other Party of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other Party of such terms, covenants and conditions.

25. Rights after Expiration or Termination.

a. Upon the expiration or termination of this Agreement, unless stated otherwise in this Agreement, the rights and obligations of the Parties under this Agreement shall cease immediately, including but not limited to, all of the rights of Sponsor to the use of the Names, Entity Trademarks, and Event Trademarks. Sponsor shall not thereafter make any use whatsoever of the Names, Event Trademarks, or Entity Trademarks or make any other reference in advertising to the Events or Entity. Notwithstanding the foregoing, however, the Parties may continue to distribute any existing printed materials if such materials were produced and printed only in reasonable anticipation of the requirements of the respective Parties for the Term., however the materials shall not be distributed for longer than thirty (30) days after the expiration or termination of the Term.

b. For the avoidance of doubt, each Party shall retain all right, title, and interest in, and shall have the right to continued use after termination or expiration of this Agreement to, its respective Independent Marks, including, but not limited to, those that are incorporated into the Names and Event Trademarks. For purposes of clarity, for (i) Entity, this includes, but is not limited to, the Old Event Logos and Entity Trademark; and (ii) Sponsor, this includes, but is not limited to, Sponsor Trademarks.

26. Assignment.

a. This Agreement and all rights and Entitlements granted under this Agreement by Entity are personal to each party and shall not be sold, assigned, sublicensed, pledged, encumbered or otherwise transferred (each, a “Transfer”), directly or indirectly, to any Person without the prior written consent of the consenting party. In the event the consenting party provides prior written consent of a Transfer, then, as a condition of Transfer, the transferee shall assume in writing for the benefit of the transferor all obligations in respect of the rights assigned or transferred to such acquirer or successor under this Agreement pursuant to an instrument reasonably satisfactory to the consenting party.

b. Any change to the Names as the result of this Section, shall be governed by Sections 4 and 12.

27. Force Majeure. If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, (a) war (including civil war or revolution), invasion, armed conflict, violent act of a foreign enemy, military or armed blockade, or military or armed takeover; (b) riot, insurrection, civil commotion, civil disturbance, or act of terror or sabotage; (c) nuclear explosion or meltdown, or radioactive, chemical or biological contamination; (d) fire, explosion or other serious casualty; (e) severe weather or other natural disasters (including, but not limited to, hurricane force winds, tornadoes, floods, earthquakes, tsunamis, named windstorms, or snow or ice storms); (f) events resulting in the declaration of a state of emergency; (g) governmental restrictions; (h) pandemics, epidemics, public health crisis or emergency; (i) strike, lock-out, or labor dispute; (j) acts of God; or (k) other cause beyond the parties’ reasonable control (“Force Majeure Event”), then such Party’s failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the Force Majeure Event delays, prevents, prohibits, or materially impairs such performance so long as such Party gives the other Party prompt written notice of the cause of the delay. In such event, Entity shall provide Sponsor with a equitable refund of the fees paid for the benefits not received as the result of a Force Majeure Event.

28. Significance of Headings. Section headings and numbering contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though such Section headings had been omitted.

29. Contract Interpretation and Construction. Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring one Party by virtue of the authorship of any of the provisions of this Agreement.

30. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or landlord/tenant relationship between Entity or Sponsor. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Agreement does not and will not be construed to entitle either Party or any of their respective employees to any benefit, privilege, or other amenities of employment by the other.

31. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Indiana, without giving effect to the principles of conflict of laws. Any dispute regarding this Agreement shall only be brought in a state or federal court of competent jurisdiction in the state of Indiana. Each Party hereby irrevocably submits to the exclusive jurisdiction of any such court for purposes of any action arising out of this Agreement. Sponsor agrees not to challenge this Section, and not to attempt to remove any legal action outside of Indiana for any reason.

32. Public Statements. Neither Entity nor Sponsor shall directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either Party. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the “Public Statements”) made by either Party related to performance under this Agreement. Each Party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Agreement and the contractual relationship of the Parties.

33. Confidentiality. Sponsor certifies and agrees that all information communicated to it by Entity and its agents, whether before or after the Effective Date, has been and will continue to be treated as confidential, has been and will continue to be used only for purposes of this Agreement, and has not been and will not be disclosed by Sponsor without the prior written consent of Entity, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the control of Sponsor.

34. Public Records. All Parties hereto acknowledge that Entity is a political entity in the State of Indiana and as such is subject to the Indiana Access to Public Records Act and other Laws related to the keeping and access to public records.

35. Subservience. Notwithstanding anything to the contrary contained in this Agreement, this Agreement (as clarification, including, without limitation, all rights, benefits and any exclusivities) is subject in all respects to all applicable Laws, including, but not limited to, the Indiana Code and Fishers Municipal Code and all present and future contracts entered into by, all other entities, governing bodies or organizations having jurisdiction over the rights and benefits granted to Sponsor herein.

36. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

37. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law: (a) the Parties shall substitute for the affected

provision a legal, valid, and enforceable provision which approximates the intent and economic effect of the affected provision as nearly as possible; (b) such provision shall be fully severable; (c) if the Parties cannot substitute a replacement provision as described in (a) above, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

38. Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. Additionally, this Agreement may not be amended, changed, or modified except by a writing signed by both Parties, or their respective successors or assigns.

39. Survival. The provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, Sections 13,19,26,31,32,33. In addition, any payment obligation of either Party that (a) accrues or arises prior to or at the time of expiration or earlier termination of this Agreement and (b) that is contemplated under the terms of this Agreement to be paid after such expiration or earlier termination shall survive such expiration or earlier termination until paid.

40. Counterparts and Facsimile/Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by any Party until each of the Parties has executed and delivered its respective counterpart. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and/or officials and agree to be bound by its terms.

CITY OF FISHERS

**MEIJER GREAT LAKES LIMITED
PARTNERSHIP**

**BY: MEIJER GROUP, INC., ITS
GENERAL PARTNER**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Entitlements

Category Exclusivity

- Exclusivity with the Events, subject to the terms of this Agreement, in the grocery supercenter category.

Spark!Fishers

- Sponsor named as presenting sponsor of the Event;
- Sponsor to be named as presenting sponsor in Event press releases, with the press releases to be subject to Sections 4(a) and 35 of this Agreement;
- Sponsor ID inclusion on pole banners at prominent intersections throughout the City of Fishers;
- Event Logo inclusion on collateral at the Event and the Spark!Fishers 5K, including, but not limited to, banners, A-frames, and yard signs;
- Sponsor inclusion on thirty (30) social media posts from Event Social Media Accounts per Contract Year, with the contents and form of social media posts to be as agreed upon by the Parties;
- Sponsor ID and hyperlink to Sponsor website on event website;
- Sponsor included as a “co-host” on the official Facebook Event page;
- Sponsor ID inclusion in six (6) Fishers Parks e-newsletters related to the Event per Contract Year;
- Sponsor ID inclusion on Event posters and the Spark!Fishers 5K to be distributed throughout the City of Fishers;
- Opportunity for Sponsor to display a corporate banner at the Event and the Spark!Fishers 5K, with the content, appearance, location, material, and size to be agreed upon by the Parties;
- Sponsor ID inclusion on Spark!Fishers 5K race, staff, and volunteer t-shirts;
- Sponsor ID inclusion on Spark!Fishers 5K start and finish line banner;
- Sponsor recognition as presenting sponsor of the Event during announcements at all major events during the Event, Friday night concert, and various stages with the frequency, contents, and form of recognition to be agreed upon by the Parties;
- VIP experience at the Friday night concert;
- Complimentary parade entry and float inclusion in the Event parade. Entity agrees to use its reasonable best efforts to place Sponsor float in Sponsor’s preferred location;
- Ten (10) complimentary parking passes per Contract Year for the Saturday festival;
- Sponsor promotional opportunity in conjunction with the Event, with the contents and form of such promotion to be as mutually agreed upon by the Parties;
- Spark Street Festival 10’ x 10’ booth activation opportunity, with activation contents and form to be as mutually agreed upon by the Parties;

- Sponsor ID inclusion on landing page for Event;

Geist Half Marathon

- Sponsor named as presenting sponsor of the Event, including both the 5K and half marathon races;
- Sponsor to be named as presenting sponsor in Event press releases, with the press releases to be subject to Sections 4(a) and 35 of this Agreement;
- Sponsor ID and hyperlink to Sponsor website on Event website;
- Sponsor ID inclusion on banners, signage, mile markers, start/finish line banner, race t-shirts, merchandise, medals, and race bibs;
- Opportunity for Sponsor to include a promotional item in the race participants' bags, with the promotional item to be as agreed upon by the Parties;
- Sponsor inclusion in ten (10) social media posts across Event, Entity, and Fishers Parks social media accounts per Contract Year, with the frequency, contents, and form of the posts to be as agreed upon by the Parties;
- Sponsor included as a "co-host" on the official Facebook event page;
- Sponsor inclusion in registration confirmation and event detail emails, with form of inclusion to be as mutually agreed upon by the Parties;
- Sponsor inclusion in email marketing campaign emails, with the form, frequency, and contents of inclusion to be as agreed upon by the Parties;
- Opportunity for Sponsor to create a custom co-marketing package beyond that listed in this Exhibit A, with the co-marketing package to be as agreed upon by the Parties;
- Sponsor ID inclusion on Event promotional banners, flyers, and other printed materials, as set forth in Section 4 of this Agreement;
- Opportunity for Sponsor to have prominent activation space at the Event, with the location and size of the activation space to be as mutually agreed upon by the Parties;
- Opportunity for Sponsor to have prominent activation space at the pre-race expo, with the location and size of the activation space to be as mutually agreed upon by the Parties;
- Sponsor recognition as presenting sponsor of the Event during announcements at the expo and during race day activities, with the frequency, contents, and form of recognition to be agreed upon by the Parties;
- Sponsor ID inclusion on staff, volunteer, and Geist half marathon race t-shirts;
- Fifty (50) complimentary race entries per Contract Year to be used by Sponsor for cross-promotional purposes;
- Sponsor promotional opportunity in conjunction with the Event, with the contents and form of such promotion to be as mutually agreed upon by the Parties.

Exhibit B

Payment Chart

Contract Year	Rights Fee	Payment Dates
Contract Year 1	\$25,000	60 days after the effective date of the Agreement
Contract Year 2	\$80,000	May 1, 2024

Exhibit C

Direct Competitors

- Target
- Kroger
- Hy-Vee
- Walmart
- Amazon
- Any other direct grocery supercenter that provides products or services similar to those named above



Board Action Form

MEETING DATE	2/27/24			
TITLE	Request to Approve Construction Manager as Advisor Agreement			
SUBMITTED BY	Name & Title: Ed Gebhart Department: Police			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R022724G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	Certain departments within the Fishers Police Department need to be remodeled. Capitol Construction Services has experience with other law enforcement agencies to be able to provide a level of service to ensure the confidentiality and security needed for the Police Department during construction, therefore the City desires to hire Capitol to serve as the Construction Manager as Advisor to supervise and manage the construction.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	Table
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve	
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution Exhibit A	

RESOLUTION NO. R022724G

**RESOLUTION OF CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING CONSTRUCTION MANAGER AS ADVISOR AGREEMENT
(CAPITOL CONSTRUCTION SERVICES, INC.)**

WHEREAS, the City of Fishers (“City”) desires a remodel of certain offices located within the Fishers Police Department (“Project”);

WHEREAS, the City desires to hire a construction manager as advisor to manage the Project, contractors and scope of work to ensure the security of the Fishers Police Department offices (“Services”);

WHEREAS, Capitol Construction Services, Inc. (“Construction Manager”) has the expertise and experience to provide the Services; and

WHEREAS, the Construction Manager and the City now desire to enter into an agreement substantially similar to the Construction Manager as Advisor Agreement attached hereto and incorporated herein as Exhibit A (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** An agreement substantially similar to the Agreement attached hereto as Exhibit A is hereby approved.
- Section 2.** The Mayor is authorized to execute an agreement substantially similar to the Agreement and any ancillary documents needed to implement the Agreement.
- Section 3.** This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 27th day of February, 2024.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." /s/ Lindsey Bennett

CONSTRUCTION MANAGER AS ADVISOR AGREEMENT BY AND BETWEEN CITY OF FISHERS AND CAPITOL CONSTRUCTION SERVICES, INC.

THIS CONSTRUCTION MANAGER AS ADVISOR AGREEMENT BY AND BETWEEN CITY OF FISHERS, INDIANA by and through its Board of Public Works (“Owner”) and CAPITOL CONSTRUCTION SERVICES, INC., an Indiana corporation, (“Construction Manager”) (“Agreement”), is made and entered into this 9th day of January, 2024 (the “Effective Date”) as follows:

WHEREAS, the City of Fishers desires a remodel of certain locations within the Fishers Police Department at 4 Municipal Drive, Fishers, IN (“Project”);

WHEREAS, the City desires to hire a construction manager as an advisor to manage the Project, the contractors and contractors’ scope of work as described in Exhibit A attached hereto and incorporated herein (“Work”);

WHEREAS, Capitol Construction Services, Inc. has the experience and expertise to provide construction manager as advisor services to the City; and

WHEREAS, the City and Capitol Construction Services, Inc. desire to enter into this Agreement to define the rights and responsibilities of each party.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Construction Manager hereby covenant, stipulate and agree as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. CONSTRUCTION MANAGER OBLIGATIONS

§ 2.1 General

§ 2.1.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.1.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. The Construction Manager shall assist the Owner in fulfillment of its statutory obligations to publish and let for bidding the contract documents in accordance with Ind. Code §36-1-12-1 et seq (“Contract Documents”). Otherwise, Construction Manager is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, or requirements of any applicable certifying authority, but the Construction Manager shall promptly report to the Owner any nonconformity discovered by or made known to the Construction Manager.

§ 2.1.3 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1.4 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.1.5 The Construction Manager shall maintain the following insurance for the duration of this Agreement.

§ 2.1.5.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.1.5.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.1.5.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.1.5.4 Workers' Compensation as required by statute.

§ 2.1.5.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

§ 2.1.5.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

§ 2.2 Preconstruction Phase

§ 2.2.1 The Construction Manager shall review the Project details furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's Project details, schedule and construction budget requirements, each in terms of the other.

§ 2.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 2.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 2.2.4 Based on preliminary design and other design criteria prepared for the Project, the Construction Manager shall prepare preliminary estimates of the Cost of the Work using area, volume or similar conceptual estimating techniques for the Owner's approval. If the Owner suggests alternative materials

and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 2.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Owner's review and acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 2.2.7 The Construction Manager shall prepare estimates of the Cost of the Work. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Owner's approval. The Construction Manager shall advise the Owner if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 2.2.8 Omitted.

§ 2.2.9 The Construction Manager shall provide recommendations and information to the Owner regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 2.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding contracts. If multiple contracts are to be awarded, the Construction Manager shall review the drawings and specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 2.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 2.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 2.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 2.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2.17 Following the Owner's approval of the drawings and specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Owner's approval.

§ 2.2.18 The Construction Manager shall submit the list of prospective bidders for the Owner's review and approval.

§ 2.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders, if necessary. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist Owner in answering questions from bidders and issuing addenda, if necessary.

§ 2.2.20 The Construction Manager shall assist the Owner in receipt of bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of contracts or rejection of bids.

§ 2.2.21 The Construction Manager shall assist the Owner in preparing construction contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 2.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 2.3 Construction Phase Administration of the Construction Contract

§ 2.3.1 The Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial contract for construction and terminates on the date the Owner issues the final Certificate for Payment.

§ 2.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 2.3.3 The Construction Manager shall provide on-site administration of the Contract Documents for construction.

§ 2.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager and the Owner. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 2.3.5 Utilizing the construction schedules provided by the Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner.

§ 2.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 2.3.7 Utilizing information from the Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 2.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities and arrange for the delivery of test and inspection reports to the Owner.

§ 2.3.9 The Construction Manager shall use all reasonable efforts to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when the requirements of a contract are not being fulfilled.

§ 2.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 2.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 2.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 2.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of applications for payment by Contractors for progress and final payments.

§ 2.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- a. Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's application for payment, review the application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's application and certificate for payment to the Owner.
- b. Where there are Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's application for payment: (1) review the applications and certify the amount the Construction Manager determines is due each Contractor, (2)

prepare a summary of Contractors' applications for payment by summarizing information from each Contractor's application for payment, (3) prepare a certificate for payment, (4) certify the total amount the Construction Manager determines is due all Contractors collectively, and (5) forward the summary of Contractors' applications for payment and certificate for payment to the Owner.

§ 2.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' applications for payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a certificate for payment shall further constitute a recommendation to the Owner that the Contractor be paid the amount certified.

§ 2.3.12.4 The certification of an application for payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Construction Manager shall however observe the Work in accordance with this Agreement and shall perform its duties as a Construction Manager as Advisor consistent with the professional skill and care ordinarily provided by construction managers as advisors practicing in the same or similar locality under the same or similar circumstances. The certification of an application for payment by the Construction Manager shall constitute Construction Manager's representation that it has reviewed copies of requisitions received from subcontractors and material suppliers applicable to subcontractors and material suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment for work performed by such subcontractors and material suppliers.

§ 2.3.13 The Construction Manager shall review the safety programs developed by each of the Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, subcontractors, agents or employees of the Contractors or subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 2.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Contractor of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work, but the Construction Manager shall make its determinations regarding defects and deficiencies in the Work consistent with the professional skill and care ordinarily provided by construction managers as advisors practicing in the same or similar locality under the same or similar circumstances. The

Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Owner. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Owner of when and where the tests and inspections are to be made so that the Owner may be present for such procedures.

§ 2.3.15 The Construction Manager shall advise and consult with the Owner during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 2.3.16 The Construction Manager shall transmit to the Owner requests for interpretations and requests for information of the meaning and intent of the drawings and specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 2.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Owner, and, if they are accepted, prepare change orders and construction change directives that incorporate the modifications to the Contract Documents.

§ 2.3.18 Omitted.

§ 2.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Owner for approval. The Construction Manager shall promptly review all drawings and other submittals from the Contractors for compliance with the submittal requirements of the Contract Documents, coordinate submittals with information contained in related documents, and transmit to the Owner those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Owner, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors or the Owner.

§ 2.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 2.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, showing percentages of completion and other information identified below:

- a. Work completed for the period;
- b. Project schedule status;
- c. Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- d. Request for information, Change Order, and construction change directive status reports;
- e. Tests and inspection reports;
- f. Status report of nonconforming and rejected Work;
- g. Daily logs;
- h. Summary of all Contractors' applications for payment;
- i. Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- j. Cash-flow and forecast reports; and
- k. Any other items the Owner may require:

§ 2.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- a. Contractor's work force report;
- b. Equipment utilization report;
- c. Cost summary, comparing actual costs to updated cost estimates; and
- d. Any other items as the Owner may require:

§ 2.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved drawings and other required submittals.

§ 2.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 2.3.23 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 2.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Owner a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Owner in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 2.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Owner shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the individual Contractor(s) and make recommendations to the Owner when Work is ready for final inspection. The Construction Manager shall assist the Owner in conducting final inspections.

§ 2.3.26 The Construction Manager shall forward to the Owner the following information received from the Contractors: (1) certificates of insurance received from the Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (4) E-Verify affidavits and (5) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 2.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Owner a final application for payment and certificate for payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 2.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

§ 2.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.3.30 If the services covered by this Agreement have not been completed within thirteen (13) months of the start of Construction, through no fault of the Construction Manager, or by request of Owner, extension of the Construction Manager's services beyond that time and compensation therefore shall be negotiated between Owner and Construction Manager and incorporated into a change order.

ARTICLE III. OWNER'S OBLIGATIONS

§ 3.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 3.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined herein, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager. The Owner, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 3.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 3.4 Omitted.

§ 3.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a

timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 3.6 Omitted.

§ 3.7 Omitted.

§ 3.8 The Owner may coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an additional service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 3.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.11 The Owner shall provide prompt written notice to the Construction Manager if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Owner's direction or requests or any fault or defect in the Construction Manager's services.

§ 3.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 3.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractors about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 3.14 Before executing the contract for construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the contract for construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the contracts for construction.

§ 3.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor's to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE IV. COST OF WORK AND CONSTRUCTION MANAGER COMPENSATION

§ 4.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Construction Manager and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager during the Pre-Construction and Construction Phase, including compensation for reimbursable expenses at the job site, if any.

§ 4.2 The Owner's budget for the Cost of the Work will be provided to Construction Manager, and may be adjusted throughout the Project. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 4.3 Omitted.

§ 4.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager in making such adjustments.

§ 4.5 For the Construction Manager's services, the Owner shall compensate the Construction Manager as follows:

§ 4.5.1 For Preconstruction Phase Services:

\$4,000.00

The Preconstruction Phase cost is \$____, which shall be invoiced and paid separately and is not included within the Contract Sum

§ 4.5.2 For Construction Phase Services in Section 3.3:

Construction Manager shall be paid **Thirteen Thousand, Eight Hundred Dollars (\$13,800.00)** for its staffing costs ("Staffing Costs") as set forth in Exhibit B. Construction Manager shall be further compensated for **Ten Percent (10%)** multiplied by the sum of all Cost of the Work and the Construction Manager's Staffing Costs as set forth herein.

§ 4.6 For Additional Services, the Owner shall compensate the Construction Manager as follows:

\$75 an hour for Superintendent

\$95 an hour for Project Manager

§ 4.7 For Additional Services that may arise during the course of the Project, the Owner shall compensate the Construction Manager as follows:

Change Order cost plus General Contractor Fee = 15%

§ 4.8 Compensation for Reimbursable Expenses

§ 4.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager directly related to the Project and are broken down further on Exhibit C.

§ 4.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager plus **Fifteen Percent (15%)** of the expenses incurred.

§ 4.9 Payments to the Construction Manager

§ 4.9.1 An initial payment of **Sixty Seven Thousand, One Hundred Eighty One Dollars and Sixty Three Cents (\$67,181.63)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 4.9.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

§ 4.9.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amount.

§ 4.9.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE V. CLAIMS AND DISPUTES

§ 5.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 5.1.1.

§ 5.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages. The Owner or the Construction Manager, as appropriate, shall require of the Contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 5.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims for bodily injury, death, or property damage by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 5.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided herein.

ARTICLE VI. TERMINATION OR SUSPENSIONS

§ 6.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 6.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 6.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 6.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 6.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 6.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

§ 6.7 omitted.

§ 6.8 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 6.9 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE VII. MISCELLANEOUS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 7.2 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 7.4 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.5 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 7.6 Construction Manager represents and warrants to the Owner that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Construction Manager will state, in all solicitations or advertisements for employees placed by or on behalf of Construction Manager, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

§ 7.7 Construction Manager understands and agrees that terms defined in IND. CODE § 22-5-1.7 et seq. are adopted and incorporated into this Section, and pursuant to IND. CODE § 22-5-1.7 et seq., Construction Manager covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, Construction Manager shall execute the affidavit included as Exhibit D affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Construction Manager shall provide Owner 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 Construction Manager and delivered to the Owner.

City of Fishers, Hamilton County, Indiana

By: _____
 Scott Fadness, Mayor

Capitol Construction Services, Inc.

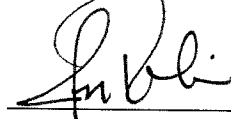
By:  _____
 Its: President

EXHIBIT A
WORK

EXHIBIT B
STAFFING COSTS

EXHIBIT C
REIMBURSEABLE EXPENSES

EXHIBIT D
E-VERIFY AFFIDAVIT

_____ ("Affiant"), the _____ of Capitol Construction Services, Inc.
an Indiana _____ ("Construction Manager"), effective as of _____, 2024 (the
"Effective Date"), hereby certifies and affirms the following on behalf of Contractor:

1. Construction Manager is enrolled in and is participating in the E-Verify program;
2. Construction Manager does not knowingly employ any unauthorized aliens; and
3. Simultaneously with this E-Verify Affidavit, Construction Manager has provided documentation that it has enrolled and is participating in the E-Verify program.

Under penalties of perjury, Affiant swears that (a) Affiant has examined this E-Verify Affidavit on behalf of the Construction Manager and (b) it is true, correct and complete, and Affiant further declares that Affiant has the authority to sign this E-Verify Affidavit on behalf of Construction Manager.

CAPITOL CONSTRUCTION SERVICES, INC.



Its: President
[SIGNATORY'S POSITION]



CAPITOL
Construction
Services, Inc.

11051 Village Square Lane
Fishers, IN 46038

(317) 574-5488
(317) 574-5482 fax

ATTN: James Hawkins
Company: Fishers Police Department
Project: Forensics Office Area
Location: Four Municipal Drive 3rd flr
Project Mgr: Pam Fox
Drawings Dated: Site walk-thrus identifying scope on 10/13/23 & 10/26/23

Version: 2
Date: 1/17/24
Quote: Q2218
RSF:
Cost/SF

Proposal for Construction Services	Qty	Unit	Total
General Conditions			\$35,505.00
General conditions, cleaning, lift rental & floor protection	1	lot	
Visquine plastic barrier to separate construction area from storage	1	lot	
Final construction cleaning	1	lot	
Supervision	1	lot	
Project management	1	lot	
Pre-construction phase	1	lot	
Dumpsters	1	ea	
OH&P	1	lot	
Demo / Carpentry			\$14,100.00
Demo openings in corridor wall for future transom windows	2	ea	
New deck-high insulated wall to enclose office area	60	lin ft	
General wall touch-up for paint	1	lot	
TV blocking	2	lot	
Ceiling Work			\$0.00
N/A	0	lot	
Doors / Glass / Windows			\$10,725.00
Remove 3'6"x7' metal door from vestibule & replace with wood door machined for B-mortise Schlage lock w/ 6"x34" narrow lite; install includes relocating hardware on new door	1	lot	
New HM frame for "Chuck area" and relocate salvaged metal door; HES 1006 CS electric strike	1	lot	
New HM frame & metal door 3'6"x7'; HES 1006 CS electric strike	1	lot	
New HM 4x6 transom window frames	2	ea	
Installation	1	lot	
Standard 1/4" clear glass for new windows	2	lot	
Furniture Budget (RJE)			\$30,000.00
Relocate "Chuck" workstation to new location	1	lot	
Relocate & reconfigure existing Lab furniture stations	4	lot	
Purchase similar work stations components to existing Lab furniture for an additional 4 work stations	4	lot	
New tasks chairs	4	ea	
Movable File Storage			\$8,000.00
Relocate sect of movable file system including floor to new location in Evidence storage; labor only	1	lot	



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Location: Four Municipal Drive 3rd flr
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Proposal for Construction Services	Qty	Unit	Total
Low Voltage & Card Access			\$19,930.00
Cat6 cables to various work area outlets & camera locations	25	lot	
Cat6 cables to new door access control locations	2	ea	
Terminate all category runs to Cat6 jacks & test	1	lot	
18 gauge 4-conductor wire for REX	1	lot	
16-2 wire for door strikes	1	lot	
22/2 wire for door contacts	1	lot	
Power I/O pigtails	2	ea	
Flip ISONAS reader on existing door	1	lot	
Install ISONAS wall mount keypad reader (13.56Mhz, 125Khz, BLE, backlit)	3	ea	
Install external door kits	3	ea	
PIR RTE motion sensing (white)	3	ea	
3/4" flush mount door contacts	3	ea	
Cat6 48-port patch panel & terminate cables	1	lot	
Hanwah 4MP fixed lens camera with wall-mount bracket	1	lot	
HVAC			\$60,750.00
Remove & reconfigure existing duct back to evidence room	1	lot	
Relocate existing ductless split to make room for new wall, includes relocating controls	1	lot	
Install new Trane ductless split for new office area	1	lot	
Design-build engineering & stamped permit drawings	1	lot	
Roof flashing allowance (\$1200)	1	lot	
Sprinkler			\$3,750.00
Modify existing sprinkler heads to accommodate new wall layout	1	lot	
Stamped drawings submitted to State for review	1	lot	
Electrical			\$12,630.00
Demo as needed & permit	1	lot	
Relocate existing pendant lighting: (3) short pendants on Evidence side; (3) short pendants, (3) wall sconces & (5) pendants from current office space for new office/corridor lighting	1	lot	
3-way switching to control lighting from each door into office area	1	lot	
Exit lights	2	ea	
Standard duplex receptacles to include TVs	6	ea	
Dedicated duplex receptacle for "Chuck's new area"	1	ea	
Dedicated copier receptacle inside office area	1	ea	
Furniture power feeds	3	ea	
LV rough-in boxes w/ pullstrings (cabling by others)	5	ea	



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Location: Four Municipal Drive 3rd flr
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Drawings Dated: Site walk-thrus identifying scope on 10/13/23 & 10/26/23

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Proposal for Construction Services	Qty	Unit	Total
Power for new Trane split system	1	lot	
Fire alarm allowance to relocate devices as needed for new wall layout	1	lot	
Update panel schedule	1	lot	
Plumbing			\$0.00
N/A	0	lot	
Floorcovering / Tile			\$3,826.00
New carpet tile in office area (\$30/sy installed ALLOWANCE)	101	sq yds	
VCB inside office & Evidence side of new wall	218	lin ft	
Carpet to concrete transition strips	1	lot	
Floor prep (\$250 ALLOWANCE)	1	lot	
Wall Finishing / FRP			\$7,137.50
Prime & paint inside new office & Evidence side of new wall	3270	sq ft	
Paint corridor side of wall corner-to-door frame where windows cut-in	780	sq ft	
Touch-up metal deck paint	1	lot	
Paint window frames	2	lot	
Paint door frames	3	ea	
Paint new metal doors	2	lot	
Stain new wood door	1	lot	
Thank you for the opportunity to bid.			Base Bid \$206,353.50

Exclusions/Comments:

Excludes moving boxed contents
Any items not mentioned in proposal

Alternates:	Qty	Unit	
N/A	0	lot	\$0.00

Signature: _____ **Date:** _____



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Proposal for Construction Services

Qty Unit Total

Bid is based upon current material & equipment prices and assumes that these items will be available in the time frames required to complete the project in the owner's provided schedule. However, because of the recent scarcity of materials due to global supply chain issues caused by the worldwide pandemic, any substantial price increases or the need to use alternates for items specified in the drawings, will need to be addressed on a case-by-case basis during the construction process, as will any changes in costs or additions to the schedule. Capitol Construction will attempt to find solution to any issues that presents itself; but Capitol Construction and our subcontractors cannot be held liable for these occurrences, which are considered to be acts of Force Majeure outside of any parties' foreseeable control.



CAPITOL
Construction
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11051 Village Square Lane
Fishers, IN 46038

(317) 574-5488
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ATTN: James Hawkins
Company: Fishers Police Department
Project: DNA Lab Expansion & VMD Connection
Location: Four Municipal Drive 3rd flr
Project Mgr: Pam Fox
Drawings Dated: Site walk-thrus identifying scope on 10/13/23 & 10/26/23

Version: 2
Date: 1/17/24
Quote: Q2218
RSF:
Cost/SF

Proposal for Construction Services	Qty	Unit	Total
General Conditions			\$37,000.00
General conditions, cleaning, lift rental & floor protection	1	lot	
Visquine plastic barrier to separate construction area from storage	1	lot	
Final construction cleaning	1	lot	
Supervision	1	lot	
Project management	1	lot	
Pre-construction phase	1	lot	
Dumpsters	1	ea	
OH&P	1	lot	
Demo / Carpentry			\$10,332.00
Demo existing deck-high wall in new Lab	10	lin ft	
Demo carpet & VCB	416	sq ft	
New deck-high insulated wall to enlarge Lab	26	lin ft	
General wall touch-up for paint	1	lot	
Ceiling Work			\$4,672.00
New acoustical ceiling in 2x2 pattern; standard white 15/16" grid & \$5/sf ALLOWANCE for ceiling tile	584	sq ft	
Doors / Glass / Windows			\$0.00
N/A	0	lot	
Furniture Budget (RJE)			\$0.00
N/A (included in Office quote)	0	lot	
Movable File Storage			\$10,000.00
Remove end cap of movable file system to another location in Evidence lab to allow for Lab wall expansion	1	lot	
Add (2) new carriages & shelving to fill-in 4' of vacant space near the end cap relocation; includes new material, freight & labor	1	lot	
Low Voltage & Card Access			\$0.00
N/A	0	lot	
HVAC			\$148,700.00
Reconfigure & add duct to include the Lab expansion area	1	lot	
Convert Lab from open concept to acoustical ceiling using duct, diffusers & grilles; includes duct insulation	1	lot	
Relocate thermostat as needed	1	lot	



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(317) 574-5488
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ATTN: James Hawkins
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Project: DNA Lab Expansion & VMD Connection
Location: Four Municipal Drive 3rd flr
Project Mgr: Pam Fox
Drawings Dated: Site walk-thrus identifying scope on 10/13/23 & 10/26/23

Version: 2
Date: 1/17/24
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RSF:
Cost/SF

Proposal for Construction Services	Qty	Unit	Total
VMD: provide & install 1000 cfm exhaust to remove 10kw heat load; includes capture hood, duct & insulation	1	lot	
VMD set equipment & install hosing to chiller (\$4,000 ALLOWANCE)	1	lot	
Design-build engineering & stamped permit drawings	1	lot	
Roof flashing allowance (\$3700)	1	lot	
HVAC: Make-up air unit	1	lot	
Fan coil unit (including drain-down of glycol system)	1	lot	
Ductless split system	1	lot	
Controls & balancing	1	lot	
VMD installation and connections only; does not include calibration. If required, assumed that will be completed by a VMD representative			
Sprinkler			\$3,750.00
Turn-down existing sprinkler heads into new acoustical grid	1	lot	
Stamped drawings submitted to State for review	1	lot	
Electrical			\$14,200.00
Demo as needed & permit	1	lot	
New LED 2x4 flat panel lights in new grid of Lab	10	ea	
Dedicated circuits for Lab general area	3	ea	
VMD circuit & connection 40amp 120/208 volt 3-phase 4-wire (plus ground)	1	lot	
Chiller circuit & connection	1	lot	
Exhaust circuit & connection	1	lot	
LV rough-in boxes w/ pullstrings (cabling by others)	3	ea	
Fire alarm allowance to relocate devices as needed for new wall layout	1	lot	
Update panel schedule	1	lot	
HVAC power for MUA unit, fan coil unit & ductless split	1	lot	
Plumbing			\$0.00
N/A	0	lot	
Floorcovering / Tile			\$8,400.00
New 3-coat solid epoxy floor system in new Lab area (includes grind floor prep)	584	sq ft	
Grind & apply 3-coat solid epoxy floor system to existing Lab 325	1	lot	
VCB inside Lab & Evidence side of new wall	218	lin ft	
Wall Finishing / FRP			\$4,470.00
Prime & paint inside new Lab & Evidence side of new wall (inside corner to inside corner)	3960	sq ft	
Touch-up metal deck paint	1	lot	



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Proposal for Construction Services	Qty	Unit	Total
<i>Thank you for the opportunity to bid.</i>			Base Bid
			\$241,524.00

Exclusions/Comments:

Excludes furniture moving/storage (included in Office portion of pricing)
Excludes any work in existing Lab 325 other than new epoxy application
Excludes calibration of VMD unit; install included
Excludes delivery of VMD to 3rd flr
Any items not mentioned in proposal

Alternates:	Qty	Unit	
N/A	0	lot	\$0.00
N/A	0	lot	\$0.00

Signature:

Date:

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