



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 1/26/2023, at 9:00 AM

DIRECTIONS: Fishers City Services Building, 3 Municipal Drive, Fishers, IN 46038

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
 - b. Request to approve the account payable register
 - c. R012623A – Request to approve an off-site Drainage Easement for Cove at Thorpe Creek.
- 5. Resolution**
 - a. R012623 – Request for Bid Award of Road Resurfacing 23-1.
 - b. R012623B – Request to approve Professional Services Contract for On Call Engineering Services
 - c. R012623C – Request to approve the Transfer of Certain Real Property and a Certain Temporary Easement Agreement for Citizens Booster Station at Cumberland Park.

- d. R012623D – Request to approve Right of Way Services Agreement for 116th Street and Allisonville Road.
- e. R012623E - Request to approve Right of Way Services Agreement for 136th Street from Southeastern Pkwy to Cyntheanne Road.
- f. R012623F – Request to approve the 2023 Fishers Arts & Culture Commission Grant Program.
- g. R012623G – Request for Bid Award of 106th Street & Kincaid Drive.
- h. R012623H – Request to approve Supplement #1 for on-call inspection of sanitary sewer.
- i. R012623I – Request to approve Supplement #2 for on-call inspection of sanitary sewer
- j. R012623J – Request to approve Contract for Extension of Sewer Mains and Facilities and Sanitary Sewer Service Agreement for River Place Wastewater Facilities.
- k. R012623K - Resolution Approving Fishers White River Agreement

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety
DATE: 01/10/23
DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 a.m., CITY COURT CHAMBERS:

- **Meeting Called to Order:**
 - The meeting was called to order at 9:04 a.m. by Jeff Lantz. Board members Jason Meyer and Jeff Lantz were present.
 - Staff present: Jason Taylor, Tracy Gaynor, Chris Greisl and Kari Adriano.
 - Members of the public were able to submit comments to the Board via form submission. No public comments were submitted.
- **Announcements:**
- **Presentations:** None

CONSENT AGENDA

- 4a. Request to review the previous meeting memoranda: [Meeting Minutes 12-27-22](#).
- 4b. **R011023B** – Request for Declaring Vehicles-Equipment as surplus for Trade-ins.
[Board Action Form](#) | [Resolution](#)
- 4c. **R011023C** – Request to Declare Certain Property as Surplus.
[Resolution](#)
 - Jason Meyer made a motion to table the meeting minutes. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
 - Jason Meyer made at motion to approve the consent agenda items 4b & 4c. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

- 1. **R011023** – Request to approve an Encroachment Agreement for Grantham residential development.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
 - Jason Taylor, Director of Engineering, presented, **R011023** to the board.
 - Jason Meyer made at motion to approve **R011023**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- 2. **R011023D** – Request to Approve a Contract for Extension of Sewer Mains & Facilities for Grantham Regional Lift Station.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023D** to the board.
 - Jeff Lantz made at motion to approve **R011023D**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

3. **R011023E** – Request to Approve Supplemental Agreement for 116th Street and Allisonville Road.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023E** to the board.
 - Jason Meyer made at motion to approve **R011023E**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
4. **R011023F** – Request to Approve Agreement between Owner and Contractor for 146th Street and Allisonville Road Force Main.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023F** to the board.
 - Jeff Lantz made at motion to approve **R011023F**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
5. **R011023G** – Request to Approve Sanitary Sewer Service Agreement for The Cove at Thorpe Creek Section 1 residential development.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023G** to the board.
 - Jason Meyer made at motion to approve **R011023G**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
6. **R011023H** – Request to Approve Sanitary Sewer Service Agreement for The Cove at Thorpe Creek Section 2 residential development.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023H** to the board.
 - Jeff Lantz made at motion to approve **R011023H**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
7. **R011023I** – Request to Approve Sanitary Sewer Service Agreement for The Woods at Thorpe Creek Section 6 residential development.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023I** to the board.
 - Jason Meyer made at motion to approve **R011023I**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
8. **R011023J**- Request to Approve First Amendment to Special Contract for Extension of Sewer Mains and Facilities for Springs of Cambridge Section 12 Lift Station.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023J** to the board.
 - Jason Meyer made at motion to approve **R011023J**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

9. **R011023K** - Request to Approve Special Purchase of a Certain Digital Identity Management System.

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

- Tracy Gaynor, Director of IT, presented, **R011023K** to the board.
- Jeff Lantz made at motion to approve **R011023K**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

REGULAR ITEMS

10. **Unfinished/New Business:**

11. **Meeting Adjournment**

- Jason Meyer made a motion to adjourn the meeting. Jeff Lantz seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meet was adjourned at 9:19 a.m.

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

Respectfully Submitted,

Kari Adriano, Board Clerk



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 12/27/23

DIRECTIONS: [Fishers City Services Building](#)

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

1. Meeting Called to Order:

- The meeting was called to order at 9:01 a.m. by Scott Fadness. Board members Jeff Lantz, Jason Meyer and Scott Fadness were present.
- Staff present/Legal: Lisa Bradford, Laura Gropp, Tracy Gaynor, Hatem Mekky, Lindsey Bennett, Tracy Gaynor, and Kari Adriano.
- Members of the Public: Larry Lannan.
- Members of the public were able to submit comments to the Board via form submission. No Public Comments were received.

2. Announcements:

3. Presentations:

CONSENT AGENDA

4a. Request to review the previous meeting memoranda's: [Meeting Minutes 12-12-23](#).

- Jason Meyer made a motion to approve the meeting minutes. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

4b. Request to approve the account payable register: [Accounts Payable 12-27-23](#).

4c. **R122723** – A Resolution of the City of Fishers Board of Public Works & Safety Approving the City's 2024 Property and Casualty Insurance Coverage.

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

- Jason Meyer made a motion to approve **4b** and **4c** consent agenda. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

RESOLUTION

- **5. R122723C** – A Resolution Confirming the City of Fishers Road Inventory for the Indiana Department of Transportation.

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

- Hatem Mekky, Director of Engineering, presented **R122723C** to the board.
- Jason Meyer made a motion to approve **R122723C**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

6. R122723D – Request to approve resolution amending the City of Fishers Traffic Schedule.

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

- Hatem Mekky, Director of Engineering, presented **R122723D** to the board.
- Jeff Lantz made a motion to approve **R122723D**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



CITY OF FISHERS AGENDA

7. R122723E – Request to approve provider agreement.

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

- Laura Gropp, Deputy Director Finance & Operations, Health Department, presented **R122723E** to the board.
- Jason Meyer made a motion to approve **R122723E**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

REGULAR ITEMS

11. Unfinished/New Business:

12. Meeting Adjournment

- Jeff Lantz made a motion to adjourn the meeting. Jason Meyer seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 9:06 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.

January 26, 2023

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 136 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$7,017,862.09.

Dated this 26th day of January 2023.

	_____	_____
	_____	_____
_____	_____	_____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

28850	12/28/2022	EFT	2664	Exelon Corporation	64689	3646209	12/27/2022	22200228	122822EP	9,458.48
							CHECK	28850	TOTAL:	9,458.48

28851	12/28/2022	EFT	2172	The Huntington Natio	64645	FISHRSSPF19A_1222	12/01/2022		122822EP	408,340.00
							CHECK	28851	TOTAL:	408,340.00

28852	12/28/2022	PRTD	1243	Fall Creek Township	64692	Oct,Nov,Dec '22	12/28/2022		122822EP	12,495.00
							CHECK	28852	TOTAL:	12,495.00

NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***	430,293.48
------------------	---	----------------------------	------------

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	12,495.00
TOTAL EFT'S	2	417,798.48

*** GRAND TOTAL ***	430,293.48
---------------------	------------

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10103 FIB Health/Flex Account									
CHECK NO	CHK DATE	TYPE	VENDOR NAME	Account VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
28855	12/30/2022	EFT	2650 Community Health Net	64028	EHS-000791	11/30/2022		122922H	31,252.42
						CHECK	28855	TOTAL:	31,252.42
28856	12/30/2022	EFT	3097 Southeastern Indiana	63860	1124677CTYFIS	12/05/2022		122922H	44,889.50
				63965	22626	12/01/2022		122922H	4,840.00
						CHECK	28856	TOTAL:	49,729.50
28857	12/30/2022	EFT	1315 Tx: Team Rehab Inc	63858	1730	11/30/2022		122922H	13,395.00
						CHECK	28857	TOTAL:	13,395.00
					NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***		94,376.92
					TOTAL EFT'S	COUNT	AMOUNT		
						3	94,376.92		
							*** GRAND TOTAL ***		94,376.92

A/P CASH DISBURSEMENTS JOURNAL

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

				VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
28858	01/04/2023	EFT	442 Regions Bank	64709 716,000.00	R809107 47140000 43804	12/10/2022 Lease Payment		1423EP	716,000.00
				64710 842,000.00	R917807 47140000 43804	12/10/2022 Lease Payment		1423EP	842,000.00
						CHECK	28858	TOTAL:	1,558,000.00
28859	01/04/2023	EFT	1808 Switch Offices LLC	64775 911.48	209 47140000 43700	12/05/2022 Rental Expense		1423EP	911.48
				64776 293.75	210 47140000 43700	12/05/2022 Rental Expense		1423EP	293.75
				64777 911.48	212 47140000 43700	01/02/2023 Rental Expense		1423EP	911.48
				64779 293.75	211 47140000 43700	01/02/2023 Rental Expense		1423EP	293.75
						CHECK	28859	TOTAL:	2,410.46
28860	01/04/2023	EFT	698 The Bank of New York	64707 850.00	252-2519267 33161010 43100	12/22/2022 Professional Services		1423EP	850.00
						CHECK	28860	TOTAL:	850.00
28861	01/04/2023	EFT	2172 The Huntington Natio	64708 507,000.00	FISHERSFS20_0123 47140000 43804	12/01/2022 Lease Payment		1423EP	507,000.00
						CHECK	28861	TOTAL:	507,000.00
28862	01/04/2023	PRTD	364 Cinergy Corp	64760 11,016.68	930000026691 60609014 43500	12/28/2022 Utility Services	22200926	1423EP	11,016.68
						CHECK	28862	TOTAL:	11,016.68
28863	01/04/2023	PRTD	364 Cinergy Corp	64756 20,776.54	930000026930 60609014 43500	01/03/2023 Utility Services	22200944	1423EP	20,776.54
						CHECK	28863	TOTAL:	20,776.54
28864	01/04/2023	PRTD	364 Cinergy Corp	64763 47,184.07	910122934878 60609014 43500	12/22/2022 Utility Services	22200926	1423EP	47,184.07

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 28864 TOTAL: 47,184.07

28865 01/04/2023 PRTD 364 Cinergy Corp

 64772 930000023507
 4,391.83 10109012 43100
 52,412.89 10109012 43100

 12/29/2022 22201023 1423EP
 Professional Services
 Professional Services

56,804.72

CHECK 28865 TOTAL: 56,804.72

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 2,204,042.47

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	135,782.01
TOTAL EFT'S	4	2,068,260.46

*** GRAND TOTAL *** 2,204,042.47

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
28866	01/12/2023	EFT	3585 Conventions, Sports	65196	FTI0003581	11/22/2022		123122LB	22,500.00
				22,500.00	40201013 44920	Capital Expenses			
						CHECK	28866	TOTAL:	22,500.00
28867	01/12/2023	EFT	2055 MJ Insurance Inc	65216	376426	12/31/2022		123122LB	69,667.00
				10,000.00	20100000 43100	Professional Services			
				10,000.00	60601011 43100	Professional Services			
				10,000.00	62601011 43100	Professional Services			
				5,000.00	21205058 43100	Professional Services			
				34,667.00	10101011 43100	Professional Services			
						CHECK	28867	TOTAL:	69,667.00
28868	01/12/2023	EFT	2130 Officeworks Services	65194	39371	10/17/2022		123122LB	1,807.27
				1,807.27	10200000 43100	Professional Services			
						CHECK	28868	TOTAL:	1,807.27
28869	01/12/2023	EFT	3586 OVG Facilities, LLC	65204	INV95205	12/01/2022		123122LB	7,500.00
				7,500.00	40201013 44920	Capital Expenses			
				65206	INV93973	11/01/2022		123122LB	7,500.00
				7,500.00	40201013 44920	Capital Expenses			
				65208	INV93779	10/27/2022		123122LB	7,500.00
				7,500.00	40201013 44920	Capital Expenses			
				65209	INV93778	10/27/2022		123122LB	7,500.00
				7,500.00	40201013 44920	Capital Expenses			
				65210	INV93777	10/27/2022		123122LB	7,500.00
				7,500.00	40201013 44920	Capital Expenses			
				65211	INV93776	10/27/2022		123122LB	7,500.00
				7,500.00	40201013 44920	Capital Expenses			
				65212	INV93775	10/27/2022		123122LB	7,500.00
				7,500.00	40201013 44920	Capital Expenses			
				65214	INV93774	10/27/2022		123122LB	7,500.00
				7,500.00	40201013 44920	Capital Expenses			
						CHECK	28869	TOTAL:	60,000.00

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 153,974.27

	COUNT	AMOUNT
TOTAL EFT'S	4	153,974.27

*** GRAND TOTAL *** 153,974.27

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

28870	01/12/2023	EFT	621 Best way of Indiana	64889 074848 2,479.62 62609014 43151	01/02/2023 22200640 11223EP Sludge Removal		2,479.62
					CHECK	28870 TOTAL:	2,479.62
28871	01/12/2023	EFT	2393 Indianapolis Airport	64852 22216606 1,594.94 10105011 43100	01/01/2023 11223EP Professional Services		1,594.94
				64854 22216607 4,880.18 27070000 43100	01/01/2023 11223EP Professional Services		4,880.18
					CHECK	28871 TOTAL:	6,475.12
28872	01/12/2023	EFT	144 Key Government Finan	65191 4907132 343,205.32 40201011 44905	12/19/2022 22300036 11223EP Capital Lease Payment		343,205.32
					CHECK	28872 TOTAL:	343,205.32
28873	01/12/2023	EFT	2002 Thompson Thrift Deve	65219 TTarenaExpense 787,905.70 44391011 43100	12/31/2022 11223EP Professional Services		787,905.70
					CHECK	28873 TOTAL:	787,905.70
28874	01/12/2023	EFT	667 US Bancorp Governmen	65190 489640052 146,150.19 40201011 44905	12/16/2022 22300037 11223EP Capital Lease Payment		146,150.19
					CHECK	28874 TOTAL:	146,150.19
28875	01/12/2023	EFT	654 Waste Mgmt of Indian	64870 7772340-2479-5 776.98 60609014 43100	12/29/2022 11223EP Professional Services		776.98
					CHECK	28875 TOTAL:	776.98
28876	01/12/2023	EFT	645 WEX Bank	64824 86041946 3,889.39 10106010 42221 184.92 20106010 42221	12/31/2022 11223EP Fuel Fuel		4,074.31
					CHECK	28876 TOTAL:	4,074.31
28877	01/12/2023	PRTD	364 Cinergy Corp	65180 910136925951 102.74 10109012 43100	01/06/2023 11223EP Professional Services		102.74
					CHECK	28877 TOTAL:	102.74

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

28878	01/12/2023	PRTD	364 Cinergy Corp	65176 131.35	910130397111 10109012 43100	01/05/2023 Professional Services	11223EP	131.35
						CHECK	28878 TOTAL:	131.35
28879	01/12/2023	PRTD	364 Cinergy Corp	65179 262.06	910120320173 10109012 43100	01/05/2023 Professional Services	11223EP	262.06
						CHECK	28879 TOTAL:	262.06
28880	01/12/2023	PRTD	364 Cinergy Corp	65178 455.55	910124569255 10109012 43100	01/05/2023 Professional Services	11223EP	455.55
						CHECK	28880 TOTAL:	455.55
28881	01/12/2023	PRTD	364 Cinergy Corp	65175 17,706.49	930000025377 20109011 43100	12/29/2022 22200986 Professional Services	11223EP	17,706.49
						CHECK	28881 TOTAL:	17,706.49
28882	01/12/2023	PRTD	1521 Indiana Gas Company	65280 45.09	0260049171654574229 10109012 43100	01/06/2023 22300021 Professional Services	11223EP	45.09
						CHECK	28882 TOTAL:	45.09
28883	01/12/2023	PRTD	1521 Indiana Gas Company	65307 66.98	0260000618755108740 10109012 43100	01/11/2023 22300021 Professional Services	11223EP	66.98
						CHECK	28883 TOTAL:	66.98
28884	01/12/2023	PRTD	1521 Indiana Gas Company	65270 76.22	0260009286557052383 10109012 43100	01/06/2023 22300021 Professional Services	11223EP	76.22
						CHECK	28884 TOTAL:	76.22
28885	01/12/2023	PRTD	1521 Indiana Gas Company	65315 130.54	0260060206153998725 10109012 43100	01/11/2023 22300021 Professional Services	11223EP	130.54
						CHECK	28885 TOTAL:	130.54
28886	01/12/2023	PRTD	1521 Indiana Gas Company	65314 166.26	0260009286556698410 10109012 43100	01/11/2023 22300021 Professional Services	11223EP	166.26

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	28886	TOTAL:	166.26
28887	01/12/2023	PRTD	1521 Indiana Gas Company	65334 294.19	0260009286555108942 10109012 43100	01/11/2023 22300021 11223EP Professional Services				294.19
							CHECK	28887	TOTAL:	294.19
28888	01/12/2023	PRTD	1521 Indiana Gas Company	65283 359.32	0260063427655901456 10109012 43100	01/06/2023 22300021 11223EP Professional Services				359.32
							CHECK	28888	TOTAL:	359.32
28889	01/12/2023	PRTD	1521 Indiana Gas Company	65275 549.72	0260063427651781799 10109012 43100	01/06/2023 22300021 11223EP Professional Services				549.72
							CHECK	28889	TOTAL:	549.72
28890	01/12/2023	PRTD	1521 Indiana Gas Company	65163 1,500.00	0260057493154555067 60609014 43500	01/06/2023 22200172 11223EP Utility Services				1,500.00
							CHECK	28890	TOTAL:	1,500.00
28891	01/12/2023	PRTD	1753 Indianapolis Power &	65089 200.00	1560813 10109012 43100	01/05/2023 22300027 11223EP Professional Services				200.00
							CHECK	28891	TOTAL:	200.00
28892	01/12/2023	PRTD	1753 Indianapolis Power &	65102 250.00	1701043 10109012 43100	01/05/2023 22300027 11223EP Professional Services				250.00
							CHECK	28892	TOTAL:	250.00
28893	01/12/2023	PRTD	1753 Indianapolis Power &	65105 800.00	100982 10109012 43100	01/04/2023 22300027 11223EP Professional Services				800.00
							CHECK	28893	TOTAL:	800.00
28894	01/12/2023	PRTD	1753 Indianapolis Power &	65095 900.00	1599592 10109012 43100	01/05/2023 22300027 11223EP Professional Services				900.00
							CHECK	28894	TOTAL:	900.00

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 25 *** CASH ACCOUNT TOTAL *** 1,315,063.75

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	18	23,996.51
TOTAL EFT'S	7	1,291,067.24

*** GRAND TOTAL *** 1,315,063.75

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

28896 01/18/2023 MANL 2452 Regions Bank

65462 1222CC-Controller
135.31 10101017 4220012/31/2022 22201101
Operating Supplies

135.31

CHECK 28896 TOTAL: 135.31

28897 01/18/2023 MANL 2452 Regions Bank

65461 1222CC-Controller
51.42 10101013 42200
19.60 10101013 42200
485.00 10101013 43200
22.49 10101013 43100
13.34 10101013 42200
24.00 10101013 42200
150.00 10101013 43200
99.00 10101013 43100
14.99 10101013 43100
485.00 10101013 43200
92.00 10101013 43100
135.30 10101013 42200
15.00 10101013 4310012/31/2022
Operating Supplies
Operating Supplies
Comms And Transportation
Professional Services
Operating Supplies
Operating Supplies
Comms And Transportation
Professional Services
Professional Services
Comms And Transportation
Professional Services
Operating Supplies
Professional Services

1,607.14

CHECK 28897 TOTAL: 1,607.14

28898 01/18/2023 MANL 2452 Regions Bank

65459 1222CC-Admin
150.00 10101017 4220012/31/2022 22201102
Operating Supplies

150.00

CHECK 28898 TOTAL: 150.00

28899 01/18/2023 MANL 2452 Regions Bank

65458 1222CC-Admin
25.00 10101015 43200
59.05 10101015 42200
398.00 10101015 43100
35.69 10101011 42200
121.80 10101011 42200
59.92 10101011 42200
18.99 10101011 42200
27.16 10101011 42200
165.80 10101011 42200
16.04 10101011 43100
26.63 10101011 42200
7.14 10101011 42200
605.45 10101017 42200
3,296.00 10101016 43100
-33.30 10101017 42200
16.04 10101017 42200
960.65 10101016 43100
6,455.35 10101017 42200
1,648.00 10101016 43100
28.87 10101017 42200
36.69 10101017 4220012/31/2022
Comms And Transportation
Operating Supplies
Professional Services
Operating Supplies
Operating Supplies
Operating Supplies
Operating Supplies
Operating Supplies
Operating Supplies
Professional Services
Operating Supplies
Operating Supplies
Operating Supplies
Professional Services
Operating Supplies
Professional Services
Operating Supplies
Operating Supplies

28,969.02

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

69.94	10101017	42200	Operating Supplies
56.32	10101017	42200	Operating Supplies
34.03	10101017	42200	Operating Supplies
50.00	10101017	42200	Operating Supplies
1.77	10101017	42200	Operating Supplies
104.64	20104010	43100	Professional Services
104.64	60604010	43100	Professional Services
4,597.95	10101011	43100	Professional Services
5,000.00	10101011	43100	Professional Services
32.99	10101011	42200	Operating Supplies
67.60	10101011	42200	Operating Supplies
28.00	10101011	43100	Professional Services
45.51	10101011	42200	Operating Supplies
59.94	10101011	42200	Operating Supplies
41.96	10101011	42200	Operating Supplies
76.39	10101011	42200	Operating Supplies
38.79	10101011	42200	Operating Supplies
71.94	10101011	42200	Operating Supplies
68.73	10101011	42200	Operating Supplies
38.99	10101011	43100	Professional Services
11.05	10101011	43100	Professional Services
28.84	10101011	43100	Professional Services
23.89	10101011	42200	Operating Supplies
52.50	10101011	43100	Professional Services
39.05	10101011	43100	Professional Services
37.85	10101011	42200	Operating Supplies
39.66	10101011	42200	Operating Supplies
11.10	10101011	43100	Professional Services
5.98	10101016	43100	Professional Services
106.99	10101016	43300	Printing And Advertising
-7.15	10101016	42200	Operating Supplies
-7.66	10101016	42200	Operating Supplies
9.99	10101016	43100	Professional Services
141.50	10101016	43300	Printing And Advertising
22.46	10101016	43100	Professional Services
1,098.63	10101016	43300	Printing And Advertising
9.99	10101016	43100	Professional Services
17.11	10101016	43100	Professional Services
16.04	10101016	43100	Professional Services
7.99	10101016	43100	Professional Services
.99	10101016	43100	Professional Services
400.00	10101016	43300	Printing And Advertising
228.12	10101016	43300	Printing And Advertising
600.00	10101016	43300	Printing And Advertising
96.00	10101016	43100	Professional Services
179.00	10101016	43100	Professional Services
1,199.00	10101016	43200	Comms And Transportation
35.00	10101016	43100	Professional Services

CHECK 28899 TOTAL: 28,969.02

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

28900	01/18/2023	MANL	2452 Regions Bank	65460	1222CC-Admin	12/31/2022	22201320	7,914.98
				292.97	10101016 42200	operating Supplies		
				714.00	10101016 42200	operating Supplies		
				315.49	10101016 42200	operating Supplies		
				126.17	10101016 42200	operating Supplies		
				21.35	10101016 42200	operating Supplies		
				29.84	10101016 42200	operating Supplies		
				43.30	10101016 42200	operating Supplies		
				591.71	10101016 42200	operating Supplies		
				2,806.60	10101016 42200	operating Supplies		
				240.00	10101016 42200	operating Supplies		
				64.80	10101016 42200	operating Supplies		
				24.36	10101016 42200	operating Supplies		
				53.50	10101016 42200	operating Supplies		
				171.00	10101016 42200	operating Supplies		
				2,400.00	10101016 42200	operating Supplies		
				19.89	10101016 42200	operating Supplies		
				CHECK	28900 TOTAL:			7,914.98
28901	01/18/2023	MANL	2452 Regions Bank	65471	1222CC-Planning	12/31/2022		182.07
				4.27	10103012 42200	operating Supplies		
				13.82	10103012 43300	Printing And Advertising		
				23.95	10103012 43300	Printing And Advertising		
				23.03	10103012 43300	Printing And Advertising		
				24.87	10103012 43300	Printing And Advertising		
				24.87	10103012 43300	Printing And Advertising		
				26.71	10103012 43300	Printing And Advertising		
				40.55	10103012 42200	operating Supplies		
				CHECK	28901 TOTAL:			182.07
28902	01/18/2023	MANL	2452 Regions Bank	65472	1222CC-Planning	12/31/2022	22201326	2,700.00
				2,700.00	10101014 43100	Professional Services		
				CHECK	28902 TOTAL:			2,700.00
28903	01/18/2023	MANL	2452 Regions Bank	65465	1222CC-EconDev	12/31/2022		491.37
				59.35	10101014 43100	Professional Services		
				12.60	10101014 43100	Professional Services		
				57.48	10101014 43100	Professional Services		
				66.50	10101014 43100	Professional Services		
				58.66	10101014 43100	Professional Services		
				64.94	10101014 43100	Professional Services		
				81.00	10101014 42200	operating Supplies		
				43.00	10101014 42200	operating Supplies		
				47.84	10101014 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

				CHECK		28903 TOTAL:	491.37
28904	01/18/2023	MANL	2452 Regions Bank	65468	1222CC-Fleet	12/31/2022	1,204.83
				15.00	60606010 43100	Professional Services	
				545.97	10106010 42200	operating Supplies	
				36.19	10106010 42200	operating Supplies	
				13.99	10106010 42200	operating Supplies	
				45.00	60606010 43100	Professional Services	
				414.69	10106010 43100	Professional Services	
				17.00	10106010 43100	Professional Services	
				38.12	10106010 42200	operating Supplies	
				43.57	10106010 42200	operating Supplies	
				35.30	10106010 42200	operating Supplies	
				CHECK		28904 TOTAL:	1,204.83
28905	01/18/2023	MANL	2452 Regions Bank	65466	1222CC-Engineering	12/31/2022	3,455.05
				2,887.58	20109011 43100	Professional Services	
				10.00	20104010 43200	Comms And Transportation	
				164.84	20104010 43100	Professional Services	
				180.05	20104010 42200	operating Supplies	
				44.86	20104010 42200	operating Supplies	
				13.16	20104010 42200	operating Supplies	
				62.17	20104010 43100	Professional Services	
				9.21	20104010 43100	Professional Services	
				34.80	20104010 42200	operating Supplies	
				48.38	20104010 42200	operating Supplies	
				CHECK		28905 TOTAL:	3,455.05
28906	01/18/2023	MANL	2452 Regions Bank	65464	1222CC-DPW	12/31/2022 22201227	6,091.82
				2,091.82	60609014 44500	Machinery and Equipment	
				4,000.00	60609014 44500	Machinery and Equipment	
				CHECK		28906 TOTAL:	6,091.82
28907	01/18/2023	MANL	2452 Regions Bank	65463	1222CC-DPW	12/31/2022	23,135.06
				4,005.73	60609014 42200	operating Supplies	
				3,370.31	20109011 42200	operating Supplies	
				591.07	10109012 42200	operating Supplies	
				138.42	10109012 42200	operating Supplies	
				213.95	60609014 42200	operating Supplies	
				990.45	60609014 42200	operating Supplies	
				3,355.83	60609014 43500	Utility Services	
				39.00	10109012 43100	Professional Services	
				28.32	10109012 42200	operating Supplies	
				443.92	10109012 43200	Comms And Transportation	
				20.17	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

238.46	10109012	42200	Operating Supplies
204.40	10109013	43100	Professional Services
89.23	10109012	42200	operating Supplies
829.29	10109012	42200	Operating Supplies
881.59	10109012	42200	operating Supplies
-829.29	10109012	42200	operating Supplies
-66.60	10109012	42200	Operating Supplies
314.83	10109013	42200	operating Supplies
210.83	10109013	42200	operating Supplies
439.38	20109011	43100	Professional Services
3,310.78	10109012	43100	Professional Services
211.76	10109012	43100	Professional Services
131.32	10109012	43100	Professional Services
296.40	10109012	43100	Professional Services
88.62	10109012	42200	operating Supplies
46.53	10109012	42200	Operating Supplies
646.24	10109012	42200	operating Supplies
249.50	10109012	42200	operating Supplies
437.70	10109013	42200	Operating Supplies
1,038.00	10109013	43100	Professional Services
213.95	60609014	42200	operating Supplies
245.74	10109012	42200	Operating Supplies
236.00	10109012	42200	operating Supplies
73.28	10109012	42200	operating Supplies
364.95	62609014	43200	Comms And Transportation
35.00	60609014	43200	Comms And Transportation

CHECK 28907 TOTAL: 23,135.06

28908 01/18/2023 MANL 2452 Regions Bank

65467	1222CC-Fire	12/31/2022	
1,099.00	10105013	43200	Comms And Transportation
68.16	10105014	42200	operating Supplies
-98.00	10105011	43100	Professional Services
173.94	10105012	42200	operating Supplies
169.91	10105013	42200	operating Supplies
9.99	10105013	42200	Operating Supplies
342.88	10105013	42200	operating Supplies
274.95	10105013	43100	Professional Services
136.50	10105013	42200	Operating Supplies
219.95	10105015	42200	operating Supplies
730.79	10105013	42200	operating Supplies
34.00	10105012	43200	Comms And Transportation
981.73	10105015	42200	operating Supplies
69.00	10105012	43200	Comms And Transportation
69.00	10105012	43200	Comms And Transportation
69.00	10105012	43200	Comms And Transportation
250.00	10105012	43200	Comms And Transportation
250.00	10105012	43200	Comms And Transportation
29.99	10105015	43100	Professional Services
125.12	10105011	42200	operating Supplies
52.68	10105015	42200	operating Supplies

10,035.95

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

31.98	10105015	42200	Operating Supplies
213.41	10105015	42200	Operating Supplies
196.04	10105015	42200	Operating Supplies
6.38	10105016	42200	Operating Supplies
30.02	10105016	42200	Operating Supplies
94.32	10105015	42200	Operating Supplies
103.20	10105015	42200	Operating Supplies
124.49	10105015	42200	Operating Supplies
41.62	10105011	42200	Operating Supplies
38.61	10105011	42200	Operating Supplies
32.94	10105011	42200	Operating Supplies
44.26	10105011	42200	Operating Supplies
121.17	10105011	42200	Operating Supplies
15.30	10105011	42200	Operating Supplies
31.58	10105011	42200	Operating Supplies
20.16	10105011	42200	Operating Supplies
63.84	10105011	42200	Operating Supplies
495.89	10105011	42200	Operating Supplies
75.00	10105011	43200	Comms And Transportation
168.06	10105013	42200	Operating Supplies
105.92	10105013	42200	Operating Supplies
52.96	10105013	42200	Operating Supplies
97.48	10105013	42200	Operating Supplies
68.82	10105013	42200	Operating Supplies
38.14	10105013	42200	Operating Supplies
26.06	10105013	42200	Operating Supplies
266.66	10105013	42200	Operating Supplies
207.40	21205058	42200	Operating Supplies
45.96	21205058	42200	Operating Supplies
20.99	21205058	42200	Operating Supplies
32.95	21205058	42200	Operating Supplies
18.99	21205058	42200	Operating Supplies
74.03	21205058	42200	Operating Supplies
437.00	21205058	42200	Operating Supplies
77.40	21205058	42200	Operating Supplies
48.10	21205058	42200	Operating Supplies
49.39	21205058	42200	Operating Supplies
128.07	21205058	42200	Operating Supplies
27.00	21205058	42200	Operating Supplies
92.63	10103011	42200	Operating Supplies
106.96	10103011	42200	Operating Supplies
111.33	10103011	42200	Operating Supplies
55.58	21205058	42200	Operating Supplies
241.00	10103011	43200	Comms And Transportation
40.00	21205058	43100	Professional Services
40.00	21205058	43100	Professional Services
40.00	21205058	43100	Professional Services
24.01	10103011	42200	Operating Supplies
21.74	10103011	42200	Operating Supplies
8.48	10103011	42200	Operating Supplies
130.89	10103011	42200	Operating Supplies
14.02	10103011	42200	Operating Supplies

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
----------	----------	------	-------------

Report generated: 01/19/2023 09:32
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

720.00	10107010	43100	Professional Services
63.04	10107010	42200	operating Supplies
149.47	10107010	42200	operating Supplies
2,007.28	10107010	42200	operating Supplies
42.79	10107010	42200	operating Supplies
468.16	10107010	43100	Professional Services
468.16	10107010	43100	Professional Services
69.10	10107010	42200	operating Supplies
2,467.50	10107010	43100	Professional Services
-19.71	10107010	42200	operating Supplies
1,500.00	10107010	43100	Professional Services
326.76	10107010	42200	operating Supplies
257.50	10107010	43100	Professional Services
240.00	10107010	43100	Professional Services
10.50	10107010	43100	Professional Services
15.67	10107010	42200	operating Supplies
184.31	10107010	43100	Professional Services
152.56	10107010	42200	operating Supplies
53.70	10107010	42200	operating Supplies
27.37	10107010	42200	operating Supplies
1,400.00	10107010	43100	Professional Services
11.34	10107010	42200	operating Supplies
17.06	10107010	42200	operating Supplies
1,050.00	10107010	43100	Professional Services
30.00	10107010	43100	Professional Services
15.99	10107010	43100	Professional Services
55.06	10107010	42200	operating Supplies
658.04	10107010	42200	operating Supplies
26.23	10107010	42200	operating Supplies
512.96	10107010	43100	Professional Services
423.36	10107010	43100	Professional Services
611.60	10107010	42200	operating Supplies
49.69	10107010	42200	operating Supplies
378.56	10107010	43100	Professional Services
378.56	10107010	43100	Professional Services
300.00	10107010	43100	Professional Services
206.00	10107010	43100	Professional Services
150.00	10107010	43100	Professional Services
144.20	10107010	43100	Professional Services
154.50	10107010	43100	Professional Services
195.00	10107010	43100	Professional Services
100.00	10107010	43100	Professional Services
395.00	10107010	43100	Professional Services
185.80	10107010	42200	operating Supplies
189.80	10107010	42200	operating Supplies
282.00	10107010	42200	operating Supplies
354.39	10107010	42200	operating Supplies
13.15	10107010	42200	operating Supplies
283.53	10107010	42200	operating Supplies
93.02	10107010	42200	operating Supplies
47.87	10107010	42200	operating Supplies
78.48	10107010	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

				228.67	10107010	42200	Operating Supplies		
				14.96	10107010	42200	Operating Supplies		
				230.00	10107010	43100	Professional Services		
				42.67	10107010	42200	Operating Supplies		
				42.53	10107010	42200	Operating Supplies		
							CHECK	28910	TOTAL: 19,110.67
28911	01/18/2023	MANL	2452 Regions Bank	65473	1222CC-Police		12/31/2022		29,035.53
				23.00	10108011	43200	Comms And Transportation		
				84.00	10108011	43200	Comms And Transportation		
				498.60	10108011	43200	Comms And Transportation		
				112.00	10108015	42200	Operating Supplies		
				397.29	10108015	42200	Operating Supplies		
				10.00	10108013	43100	Professional Services		
				1,459.25	10108011	42200	Operating Supplies		
				549.89	10108015	42200	Operating Supplies		
				121.45	10108015	42200	Operating Supplies		
				27.43	10108015	42200	Operating Supplies		
				68.44	10108015	42200	Operating Supplies		
				27.43	10108015	42200	Operating Supplies		
				-27.43	10108015	42200	Operating Supplies		
				114.39	10108011	43200	Comms And Transportation		
				1,760.00	10108015	42200	Operating Supplies		
				50.00	10108015	43100	Professional Services		
				25.00	10108015	43100	Professional Services		
				50.00	10108013	43100	Professional Services		
				50.00	10108015	43100	Professional Services		
				277.50	10108015	42200	Operating Supplies		
				9,291.00	10108013	43100	Professional Services		
				-560.00					
					E 81322001 .Train .				
					27058010	43200	Comms And Transportation		
				178.43	10108011	43200	Comms And Transportation		
				44.98	10108015	42200	Operating Supplies		
				70.39	10108015	42200	Operating Supplies		
				703.36	10108011	43200	Comms And Transportation		
				37.98	10108015	42200	Operating Supplies		
				108.46	10108015	42200	Operating Supplies		
				95.00	10108011	43200	Comms And Transportation		
				177.89	10108011	42200	Operating Supplies		
				148.59	10108011	43200	Comms And Transportation		
				148.59	10108011	43200	Comms And Transportation		
				148.59	10108011	43200	Comms And Transportation		
				125.00	10108011	43100	Professional Services		
				148.59	10108011	43200	Comms And Transportation		
				148.59	10108011	43200	Comms And Transportation		
				148.59	10108011	43200	Comms And Transportation		
				28.00	10108011	43200	Comms And Transportation		
				26.00	10108011	43200	Comms And Transportation		
				154.86	10108011	43200	Comms And Transportation		

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

				167.33	10108011	43200	Comms And Transportation		
				167.33	10108011	43200	Comms And Transportation		
				49.56	10108011	42200	operating Supplies		
				58.21	10108015	42200	operating Supplies		
				44.65	10108015	42200	operating Supplies		
				125.00	10108011	43100	Professional Services		
				176.75	10108013	43100	Professional Services		
				167.33	10108011	43200	Comms And Transportation		
				5.39	10108011	42200	operating Supplies		
				280.00	10108011	43100	Professional Services		
				240.09	10108011	42200	operating Supplies		
				70.62	10108011	42200	operating Supplies		
				176.75	10108013	43100	Professional Services		
				108.82	10108015	42200	operating Supplies		
				40.00	10108015	43100	Professional Services		
				40.00	10108015	43100	Professional Services		
				40.00	10108015	43100	Professional Services		
				40.00	10108015	43100	Professional Services		
				40.00	10108015	43100	Professional Services		
				3,936.00	10108015	42200	operating Supplies		
				122.30	10108015	42200	operating Supplies		
				2,948.00	10108012	42200	operating Supplies		
				144.00	10108012	43100	Professional Services		
				14.41	10108011	43200	Comms And Transportation		
				446.00	10108011	43100	Professional Services		
				100.00	10108013	43100	Professional Services		
				100.00	10108013	42200	operating Supplies		
				145.77	10108013	42200	operating Supplies		
				28.00	10108013	43200	Comms And Transportation		
				1,319.06	10108013	43100	Professional Services		
				51.38	10108015	43200	Comms And Transportation		
				51.38	10108013	43200	Comms And Transportation		
				480.27	10108011	42200	operating Supplies		
				6.00	10108012	42200	operating Supplies		
				54.00	10108012	42200	operating Supplies		
							CHECK	28911 TOTAL:	29,035.53
28912	01/19/2023	PRTD	1417 Hamilton County Reco	65152	Liens1923P&R		01/09/2023	11923EP	350.00
				175.00	60601013	43100	Professional Services		
				175.00	62601013	43100	Professional Services		
							CHECK	28912 TOTAL:	350.00

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 17 *** CASH ACCOUNT TOTAL *** 145,844.58

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	350.00
TOTAL MANUAL CHECKS	16	145,494.58

*** GRAND TOTAL *** 145,844.58

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

28913	01/19/2023	EFT	2331 Regions Equipment Fi	65628	1099830	12/14/2022	22201325	11923EP2	118,488.07
				118,488.07	60809014 44500	Machinery and Equipment			

				65631	1099829	12/14/2022	22201325	11923EP2	194,444.81
				194,444.81	60809014 44500	Machinery and Equipment			

CHECK	28913	TOTAL:	312,932.88
-------	-------	--------	------------

NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	312,932.88
------------------	---	----------------------------	------------

	COUNT	AMOUNT
TOTAL EFT'S	1	312,932.88

*** GRAND TOTAL ***	312,932.88
---------------------	------------

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 28637 TOTAL: .00

28869 01/12/2023 VOID 3586 OVG Facilities, LLC 65204 INV95205 12/01/2022 -7,500.00

28869 01/12/2023 VOID 3586 OVG Facilities, LLC 65206 INV93973 11/01/2022 -7,500.00

65208 INV93779 10/27/2022 -7,500.00

65209 INV93778 10/27/2022 -7,500.00

65210 INV93777 10/27/2022 -7,500.00

65211 INV93776 10/27/2022 -7,500.00

65212 INV93775 10/27/2022 -7,500.00

65214 INV93774 10/27/2022 -7,500.00

CHECK 28869 TOTAL: -60,000.00

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** -60,000.00

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	2	60,000.00

*** GRAND TOTAL *** -60,000.00

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
28895	01/18/2023	EFT	3586 OVG Facilities, LLC	65204	INV95205	12/01/2022		121322LB	7,500.00
				65206	INV93973	11/01/2022		121322LB	7,500.00
				65208	INV93779	10/27/2022		121322LB	7,500.00
				65209	INV93778	10/27/2022		121322LB	7,500.00
				65210	INV93777	10/27/2022		121322LB	7,500.00
				65211	INV93776	10/27/2022		121322LB	7,500.00
				65212	INV93775	10/27/2022		121322LB	7,500.00
				65214	INV93774	10/27/2022		121322LB	7,500.00
							CHECK	28895 TOTAL:	60,000.00
				NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			60,000.00
						COUNT	AMOUNT		
				TOTAL EFT'S		1	60,000.00		
							*** GRAND TOTAL ***		60,000.00

Invoice Entry [City of Fishers]

Back

Search

Browse

Add

Update

Delete

Email

Schedule

(2) Attach

Change Lines

Quick Entry

Group Entry

PO Inquiry

View Address

Journal Info

Subc Payments

Credit Contract

Additional Info

Notes

Invoice Audits

Duplicate

Void

Release Invoice

Update 1099 Box Code

Suspend Invoice

Invoice

Year

2023

PO

...

Contract

...

Vendor *

3638

TTBM Partners LLC

Address

0

...

Terms

...

Document *

62976

+1

Invoice *

TTArenaExpense2

+1

Gross *

816,033.08

DBA

TTRG IN Fishers Swordfish LLC (88-4387538)

901 Wabash Ave

Suite 300

Terre Haute

IN

47807

Description

Arena Expense

Status

Pending Approval

Voucher

66100

Warrant

...

Department

1011

Work order

...

Work order task

0

Allocation

0

Requisition

...

Liq method

Line

Invoice date *

01/23/2023

📅

Received date *

01/23/2023

📅

Due date *

01/23/2023

📅

Disc basis

...

Disc amt

...

Disc %

.000

Net amount

816,033.08

Payment method

EFT

...

Check/Wire

...

...

Separate check

☐

Include documentation

☐

PA applied

☐

Released

☒

Comments

...

Withholding (.00)

...

ACCOUNTS LINE ITEMS

Line	Org	Object	Proj	PO	Inv amount	1099	A	Description	Bud	Work order	WO task
1	44391011	43100			816,033.08		N	Arena Expense	1		

Total Amount: 816,033.08 Payment Amount: 816,033.08

Last Change

Carrie Clark RELEASED this invoice on 01/24/2023 at 10:07:49

Workflow

My Approvals

Approve

Reject

Forward

Hold

Approvers

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423H 01/20/2023
 DUE DATE: 01/20/2023

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	01/30/2023	EHS-000828		61925	64947	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		31,791.52				
							31,791.52			
						CHECK TOTAL	31,791.52			
3097	Southeastern Indiana	0000		EFT	01/16/2023	1149434CTYFIS		61927	64949	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		28,295.95				
							28,295.95			
3097	Southeastern Indiana	0000		EFT	02/16/2023	0013271601		62817	65937	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		266.26				
							266.26			
						CHECK TOTAL	28,562.21			
1315	Tx: Team Rehab Inc	0000		EFT	01/30/2023	1737		61928	64950	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 70400000 43100		EHF	PROSERVICE		12,255.00				
							12,255.00			
						CHECK TOTAL	12,255.00			
4	INVOICES					WARRANT TOTAL	72,608.73			
						CASH ACCOUNT BALANCE				
							72,608.73			
							-4,416,905.82			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
283 3M Company	0000		EFT	01/20/2023	9420490503		61792	64807			
ACCOUNT DETAIL					LINE AMOUNT						
1 20109011 42200		MVHPWStr	OPERSUP		1,240.52						
					CHECK TOTAL	1,240.52					
						1,240.52					
2299 539 Apparel LLC	0000		EFT	02/13/2023	1003896		62576	65623			
ACCOUNT DETAIL					LINE AMOUNT						
1 10105011 42200		GenFireAdm	OPERSUP		399.00						
					CHECK TOTAL	399.00					
						399.00					
68 A&F Engineering Co LL	0000	22101177	EFT	01/18/2023	17922		61753	64765			
ACCOUNT DETAIL					LINE AMOUNT						
1 27084010 44920		RIFEng	CAPEXP		3,381.75						
					CHECK TOTAL	3,381.75					
						3,381.75					
68 A&F Engineering Co LL	0000	22201294	EFT	01/21/2023	17925		61789	64804			
ACCOUNT DETAIL					LINE AMOUNT						
1 27084010 44200		RIFEng	INFRSTR		3,911.25						
					CHECK TOTAL	3,911.25					
						3,911.25					
316 AAA Exterminating Inc	0000		EFT	01/30/2023	119090-1.AMBtermite		62033	65062			
ACCOUNT DETAIL					LINE AMOUNT						
1 10109012 43100		GenPWBuild	PROSERVICE		178.50						
						178.50					
316 AAA Exterminating Inc	0000		EFT	01/30/2023	119090-1.FS92termite		62034	65063			
ACCOUNT DETAIL					LINE AMOUNT						
1 10109012 43100		GenPWBuild	PROSERVICE		238.00						
						238.00					
316 AAA Exterminating Inc	0000		EFT	01/30/2023	119090-1.FS94termite		62035	65064			
ACCOUNT DETAIL					LINE AMOUNT						
1 10109012 43100		GenPWBuild	PROSERVICE		238.00						
						238.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
316	AAA Exterminating Inc			0000		EFT	01/30/2023	119090-1.FS95termite		62036	65065	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		238.00				
									238.00			
316	AAA Exterminating Inc			0000		EFT	01/30/2023	119090-1.FS96termite		62037	65066	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		238.00				
									238.00			
								CHECK TOTAL	1,130.50			
3617	ACTON, AUSTIN			0000		INV	01/24/2023	62467		62467	65510	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES		317.18				
									317.18			
								CHECK TOTAL	317.18			
2426	Adam Wagner			0000		INV	02/04/2023	A Wagner IPRA 2022		62104	65134	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	43200		GenParks	COMMTRANS		223.25				
									223.25			
2426	Adam Wagner			0000		INV	12/28/2022	A Wagner Refund		62224	65258	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	42200		GenParks	OPERSUP		83.13				
									83.13			
								CHECK TOTAL	306.38			
179	Advanced Turf Solutio			0000	22300046	EFT	11/30/2022	SO1054178		62484	65482	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP		4,716.00				
									4,716.00			
								CHECK TOTAL	4,716.00			
124	Airgas, Inc.			0000		EFT	12/29/2022	9132567387		61867	64885	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE		47.14				
									47.14			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
124	Airgas, Inc.			0000		EFT	01/04/2023	9132754054		61868	64886	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE			47.14			
									47.14			
124	Airgas, Inc.			0000		EFT	01/11/2023	9132990614		61869	64887	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE			52.31			
									52.31			
124	Airgas, Inc.			0000		EFT	02/02/2023	9133585508		62577	65625	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE			38.77			
									38.77			
124	Airgas, Inc.			0000		EFT	02/02/2023	9133585509		62578	65627	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE			38.77			
									38.77			
124	Airgas, Inc.			0000		EFT	02/03/2023	9133629572		62581	65629	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE			53.91			
									53.91			
124	Airgas, Inc.			0000		EFT	02/03/2023	9133629573		62582	65630	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE			40.37			
									40.37			
124	Airgas, Inc.			0000		EFT	02/08/2023	9133783017		62584	65632	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE			49.97			
									49.97			
								CHECK TOTAL	368.38			
699	Jim Alderman			0000		INV	01/17/2023	62193		62193	65228	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105011	43200		GenFireAdm	COMMTRANS			175.65			
									175.65			
								CHECK TOTAL	175.65			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1110	Allied-Ott Petroleum	0000	22300076	EFT	02/16/2023	6754		62664	65720	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		4,500.00				
							4,500.00			
						CHECK TOTAL	4,500.00			
2589	Amanda Merriweather	0000	22100244	EFT	02/04/2023	1-05-2023		62621	65674	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		40.00				
							40.00			
						CHECK TOTAL	40.00			
90	Amazon Web Services L	0000	22201112	EFT	12/19/2022	1207698245		61716	64726	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		-5.45				
							-5.45			
90	Amazon Web Services L	0000	22201112	EFT	02/01/2023	1209723905		61718	64727	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,621.57				
							3,621.57			
						CHECK TOTAL	3,616.12			
808	Amazon.com LLC	0000	22200757	EFT	01/18/2023	1YWC-VGXQ-CT3Y		61709	64717	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		21.49				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							21.49			
808	Amazon.com LLC	0000	22200757	EFT	01/19/2023	1HJQ-QYCY-JFJX		61711	64720	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		197.96				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							197.96			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	01/25/2023	1XXY-NRRY-FXPR		61712	64722	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		111.18				
	2 60606050 42200		SewIT	OPERSUP		44.48				
	3 62606050 42200		SWIT	OPERSUP		22.24				
							177.90			
808	Amazon.com LLC	0000	22200757	EFT	01/26/2023	13KL-KMCM-QKQC		61713	64723	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		8.52				
	2 60606050 42200		SewIT	OPERSUP		3.40				
	3 62606050 42200		SWIT	OPERSUP		1.70				
							13.62			
808	Amazon.com LLC	0000	22200757	EFT	10/25/2022	1MFT-P6XM-PY6H		61715	64724	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		77.37				
	2 60606050 42200		SewIT	OPERSUP		30.95				
	3 62606050 42200		SWIT	OPERSUP		15.48				
							123.80			
808	Amazon.com LLC	0000		EFT	01/11/2023	1YR9-Y4NN-1XWN		61730	64741	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		49.98				
							49.98			
808	Amazon.com LLC	0000		EFT	01/07/2023	1H1W-MMXV-3QXL		61734	64746	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		58.89				
							58.89			
808	Amazon.com LLC	0000		EFT	01/12/2023	1D1V-J1MK-3VXJ		61736	64747	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		29.99				
	2 10108015 42200		GenPDSpprt	OPERSUP		31.99				
							61.98			
808	Amazon.com LLC	0000		EFT	01/12/2023	1L76-K3TC-7HM4		61738	64749	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		469.24				
	2 10108015 42200		GenPDSpprt	OPERSUP		185.33				
							654.57			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	01/15/2023	16XV-HN4N-KD97		61747	64758	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP		20.90	20.90			
808	Amazon.com LLC	0000		EFT	01/20/2023	1JC4-WYJM-PJTC		61748	64759	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		131.94	131.94			
808	Amazon.com LLC	0000		EFT	02/02/2023	1TLR-G9Q9-XN19		61864	64882	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43200		CHD	COMMTRANS		19.49	19.49			
808	Amazon.com LLC	0000		EFT	12/29/2022	1FVW-C66X-W3WP		61870	64888	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		-39.99	-39.99			
808	Amazon.com LLC	0000		EFT	12/10/2022	1H63-M96N-QRV4		61872	64890	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		174.95	174.95			
808	Amazon.com LLC	0000		EFT	01/05/2023	1JKJ-T34L-6MCF		61873	64891	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		-223.98	-223.98			
808	Amazon.com LLC	0000		EFT	12/30/2022	1TFG-X6HK-G1VG		61874	64892	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		97.98	97.98			
808	Amazon.com LLC	0000		EFT	12/16/2022	1XXF-P97G-3QXX		61876	64894	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		63.97	63.97			
808	Amazon.com LLC	0000		EFT	01/25/2023	1YMW-KR4L-JJFH		61877	64895	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		96.06	96.06			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	12/15/2022	14X6-JH4K-7KQN		61878	64896	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		65.98	65.98			
808	Amazon.com LLC	0000		EFT	12/14/2022	17HM-FLWX-1491		61879	64897	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		169.50	169.50			
808	Amazon.com LLC	0000		EFT	01/04/2023	19LL-N7WT-1N69		61880	64898	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		-87.96	-87.96			
808	Amazon.com LLC	0000		EFT	12/15/2022	1Y9W-X7PR-9PJM		61929	64951	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		51.95	51.95			
808	Amazon.com LLC	0000		EFT	01/21/2023	1MMM-YHPY-WM3J		61931	64953	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		117.99	117.99			
808	Amazon.com LLC	0000		EFT	01/19/2023	1KP7-DGRJ-KXY4		61984	65010	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		533.05	533.05			
808	Amazon.com LLC	0000		EFT	02/03/2023	1XH6-V3VX-4W4L		62135	65165	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		316.78	316.78			
808	Amazon.com LLC	0000		EFT	02/03/2023	1TDT-7GRK-6CFX		62140	65171	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		45.58	45.58			
808	Amazon.com LLC	0000		EFT	12/30/2022	1N39-G7QK-CJVL		62186	65221	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		-103.68	-103.68			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	01/28/2023	11J3-HM3G-76LM		62187	65222	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		46.10	46.10			
808	Amazon.com LLC	0000		EFT	01/25/2023	1LC6-13CV-GDJK		62188	65223	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27155058 42200		HDVFC	OPERSUP		37.64	37.64			
808	Amazon.com LLC	0000		EFT	01/21/2023	1RMR-3PWH-Y347		62189	65224	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		160.38	160.38			
808	Amazon.com LLC	0000		EFT	02/08/2023	1YD4-LWV6-Q4X6		62200	65235	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		49.99	49.99			
808	Amazon.com LLC	0000		EFT	02/09/2023	1W3K-MJWH-CXGK		62202	65237	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		61.54	61.54			
808	Amazon.com LLC	0000		EFT	02/08/2023	1D1Q-H6HK-1QTG		62273	65309	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		133.88	133.88			
808	Amazon.com LLC	0000		EFT	02/08/2023	1JWL-K39F-1HKX		62292	65330	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		13.96	13.96			
808	Amazon.com LLC	0000		EFT	02/05/2023	1JRD-W3M9-7RQX		62295	65333	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		719.82	719.82			
808	Amazon.com LLC	0000		EFT	02/01/2023	13L3-Q7WF-PL33		62298	65336	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		105.26	105.26			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC			0000		EFT	02/01/2023	13L3-Q7WF-N4YQ		62311	65349	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21205058	42200		CHD	OPERSUP			27.99			
									27.99			
808	Amazon.com LLC			0000		EFT	01/27/2023	1HK9-3RPY-W99R		62312	65350	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	27155058	42200		HDVFC	OPERSUP			29.59			
									29.59			
808	Amazon.com LLC			0000		EFT	12/23/2022	13YT-HYJ9-61H9		62317	65355	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10101013	42200		GenContr	OPERSUP			-28.49			
									-28.49			
808	Amazon.com LLC			0000		EFT	02/07/2023	16QT-CYCY-KRNN		62327	65365	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21205058	42200		CHD	OPERSUP			19.99			
									19.99			
808	Amazon.com LLC			0000		EFT	02/08/2023	1D79-V3K7-1HJW		62328	65366	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10102010	42200		GenClerk	OPERSUP			179.98			
									179.98			
808	Amazon.com LLC			0000		EFT	02/10/2023	1739-L73P-JTRC		62358	65396	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	42200		GenPZ	OPERSUP			66.51			
									66.51			
808	Amazon.com LLC			0000		EFT	02/09/2023	1Y9N-LY6T-93GP		62389	65427	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	42200		GenPZ	OPERSUP			21.31			
									21.31			
808	Amazon.com LLC			0000		EFT	02/07/2023	1D6Y-MRK6-KYKF		62390	65428	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	42200		GenParks	OPERSUP			94.42			
									94.42			
808	Amazon.com LLC			0000		EFT	02/08/2023	1HLD-J4WG-Q9FP		62391	65429	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	42200		GenParks	OPERSUP			38.99			
									38.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	02/09/2023	1KP1-PKPC-D4X4		62392	65430		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		9.95	9.95				
808	Amazon.com LLC	0000		EFT	02/10/2023	13L7-3TMM-KHMF		62393	65431		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		38.71	38.71				
808	Amazon.com LLC	0000		EFT	02/04/2023	1X19-JCTG-D1RM		62394	65432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		108.30	108.30				
808	Amazon.com LLC	0000		EFT	02/03/2023	1T6C-1WNT-4DGL		62401	65439		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		53.97	53.97				
808	Amazon.com LLC	0000		EFT	02/15/2023	14KD-R3RC-3TQW		62533	65577		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		364.26	364.26				
808	Amazon.com LLC	0000		EFT	02/14/2023	11VY-GG7P-L7YY		62535	65579		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		38.37	38.37				
808	Amazon.com LLC	0000		EFT	02/03/2023	1F1F-6YD9-3VKG		62540	65585		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		14.18	14.18				
808	Amazon.com LLC	0000		EFT	02/06/2023	1GMX-JQ1Y-C9HG		62541	65586		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		253.36	253.36				
808	Amazon.com LLC	0000		EFT	02/02/2023	1H6T-4LCH-YCGY		62542	65587		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		547.58	547.58				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	02/08/2023	1JHW-13RK-3WV4		62543	65588	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		131.94	131.94			
808	Amazon.com LLC	0000		EFT	02/07/2023	1TD7-HMGK-LDHL		62544	65589	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		525.06	525.06			
808	Amazon.com LLC	0000		EFT	02/04/2023	1WD4-GKJL-3HRQ		62545	65590	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		134.24	134.24			
808	Amazon.com LLC	0000		EFT	02/04/2023	11PJ-C6FD-3QJW		62546	65591	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		47.96	47.96			
808	Amazon.com LLC	0000		EFT	02/09/2023	11TX-YDXR-CYPR		62547	65592	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		445.80	445.80			
808	Amazon.com LLC	0000		EFT	02/03/2023	13D3-WJQM-1V43		62549	65594	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42200		GenExAff	OPERSUP		235.98	235.98			
808	Amazon.com LLC	0000	22200757	EFT	02/02/2023	11FN-F4HH-YXV6		62580	65626	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		1,243.68				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							1,243.68			
808	Amazon.com LLC	0000	22200757	EFT	02/03/2023	1F1F-6YD9-77KT		62589	65637	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		161.98				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							161.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	02/07/2023	1PFV-1WJM-LX67		62605	65654	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		188.53				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							188.53			
808	Amazon.com LLC	0000	22200757	EFT	02/10/2023	1P6H-Y76X-JFHD		62612	65663	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		188.53				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							188.53			
808	Amazon.com LLC	0000	22200757	EFT	02/11/2023	1M7N-NGWF-1HJF		62613	65664	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		204.42				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							204.42			
808	Amazon.com LLC	0000	22200757	EFT	02/11/2023	1H3J-JRG6-49XC		62614	65666	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		8.12				
	2 60606050 42200		SewIT	OPERSUP		3.25				
	3 62606050 42200		SWIT	OPERSUP		1.62				
							12.99			
808	Amazon.com LLC	0000		EFT	02/09/2023	1MW7-JKWL-919W		62622	65675	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSprpt	OPERSUP		32.99				
							32.99			
808	Amazon.com LLC	0000		EFT	02/10/2023	1YYC-3TXK-KDYD		62624	65677	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		159.08				
							159.08			
808	Amazon.com LLC	0000	22200856	EFT	02/09/2023	111X-XCX3-C93C		62662	65717	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		31.74				
							31.74			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200856	EFT	02/07/2023	14QJ-PTFQ-J4DW		62681	65737	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		6.80				
							6.80			
808	Amazon.com LLC	0000	22200856	EFT	02/07/2023	1PXJ-MDDK-J6CW		62683	65739	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		23.99				
							23.99			
808	Amazon.com LLC	0000		EFT	02/05/2023	1RLV-L7Q4-DYYY		62684	65740	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		-12.99				
							-12.99			
808	Amazon.com LLC	0000	22200856	EFT	02/03/2023	14MJ-1KVP-9HNC		62686	65742	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		46.24				
							46.24			
808	Amazon.com LLC	0000		EFT	02/18/2023	1MKY-PYNV-G37V		62789	65908	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		179.22				
							179.22			
						CHECK TOTAL	10,006.42			
808	Amazon.com LLC	0000		EFT	02/15/2023	17Q9-JN9F-1VVF		62673	65728	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		5.73				
							5.73			
						CHECK TOTAL	5.73			
808	Amazon.com LLC	0000	22201233	EFT	02/13/2023	13TT-JFQK-DT3W		62675	65731	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		43.24				
	2 62604010 42200		SWEng	OPERSUP		77.46				
							120.70			
						CHECK TOTAL	120.70			
808	Amazon.com LLC	0000		EFT	02/15/2023	1G9G-V7M6-4DK6		62677	65733	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		31.63				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							31.63			
						CHECK TOTAL	31.63			
439	American Structurepoi	0000	22101175	EFT	01/26/2023	158257		62029	65058	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44920		RIFEng	CAPEXP			17,508.85			
						CHECK TOTAL	17,508.85			
817	AMS Mechanical Servic	0000	22101213	EFT	01/28/2023	1312197		61855	64873	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				305.68			
817	AMS Mechanical Servic	0000	22101213	EFT	01/30/2023	1313261		61886	64903	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				557.75			
817	AMS Mechanical Servic	0000	22101213	EFT	01/30/2023	1313263		61892	64910	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				94.50			
817	AMS Mechanical Servic	0000	22101213	EFT	01/30/2023	1313265		61894	64913	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				94.50			
817	AMS Mechanical Servic	0000	22101213	EFT	01/30/2023	1313272		61898	64917	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				121.75			
						CHECK TOTAL	1,174.18			
3604	Andrew & Aimei Mattoc	0000		INV	01/24/2023	62454		62454	65495	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			58.41			
						CHECK TOTAL	58.41			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3610	Angela M Hollenbaugh			0000		INV	01/24/2023	62460		62460	65503	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES		39.80				
								CHECK TOTAL	39.80			
									39.80			
									39.80			
243	Apparatus Service Co			0000		EFT	01/14/2023	49796		61805	64821	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	42200		Sew	PWWaterOPERSUP		210.00				
								CHECK TOTAL	210.00			
									210.00			
									210.00			
3601	APPLE, TERI L.			0000		INV	01/24/2023	62451		62451	65492	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES		44.39				
								CHECK TOTAL	44.39			
									44.39			
									44.39			
700	AT&T Mobility II, LL			0000	22201114	EFT	01/06/2023	287301827393x121922		62257	65294	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE		9,152.00				
								CHECK TOTAL	9,152.00			
									9,152.00			
									9,152.00			
700	AT&T Mobility II, LL			0000	22201114	EFT	01/07/2023	287282926527x122022		62239	65276	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE		21.25				
								CHECK TOTAL	21.25			
									21.25			
									21.25			
700	AT&T Mobility II, LL			0000	22201114	EFT	01/07/2023	287282942898x122022		62244	65281	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE		504.90				
								CHECK TOTAL	504.90			
									504.90			
									504.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
700	AT&T Mobility II, LL	0000	22201114	EFT	01/06/2023	287299683950x121922		62251	65288	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		437.36				
							437.36			
						CHECK TOTAL	437.36			
700	AT&T Mobility II, LL	0000	22201114	EFT	01/06/2023	287286291889x121922		62253	65289	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606050 43100		SWIT	PROSERVICE		4,741.30				
							4,741.30			
						CHECK TOTAL	4,741.30			
700	AT&T Mobility II, LL	0000	22201114	EFT	01/06/2023	287288211554x121922		62259	65296	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,546.02				
	2 10106050 43100		GenIT	PROSERVICE		1,306.21				
	3 10106050 43100		GenIT	PROSERVICE		3,213.94				
							6,066.17			
						CHECK TOTAL	6,066.17			
700	AT&T Mobility II, LL	0000		EFT	01/02/2023	287283895228x121522		62278	65316	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		2,049.59				
	2 10106050 43100		GenIT	PROSERVICE		806.26				
							2,855.85			
						CHECK TOTAL	2,855.85			
700	AT&T Mobility II, LL	0000		EFT	01/06/2023	287303132695x121922		62283	65321	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27155058 43100		HDVFC	PROSERVICE		62.48				
	2 21205058 43100		CHD	PROSERVICE		124.96				
							187.44			
						CHECK TOTAL	187.44			
670	Bardach Awards, Inc.	0000		EFT	01/20/2023	320309		61791	64806	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		17.95				
							17.95			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	17.95			
615	Beaver Research Compa	0000		EFT	02/04/2023	0352491-IN		62740	65798	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		154.69				
						CHECK TOTAL	154.69			
2764	BEC Enterprises LLC	0000		EFT	01/13/2023	INV17441		61803	64819	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		492.30				
						CHECK TOTAL	492.30			
2764	BEC Enterprises LLC	0000		EFT	02/09/2023	INV17749		62411	65450	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		200.91				
						CHECK TOTAL	200.91			
						CHECK TOTAL	693.21			
621	Best Way of Indiana I	0000	22201336	EFT	12/25/2022	072848		62785	65904	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43151		SewPWWater	SLUDGE		42,707.41				
						CHECK TOTAL	42,707.41			
621	Best Way of Indiana I	0000	22201336	EFT	01/25/2023	074838		62786	65905	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43151		SewPWWater	SLUDGE		49,563.91				
						CHECK TOTAL	49,563.91			
						CHECK TOTAL	92,271.32			
786	Bicycle Garage of Ind	0000		EFT	01/30/2023	37923		61847	64864	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSprtr	PROSERVICE		189.00				
						CHECK TOTAL	189.00			
786	Bicycle Garage of Ind	0000	22200691	EFT	01/08/2023	37724		61939	64961	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 43100		GenSafeTr	PROSERVICE		232.00				
						CHECK TOTAL	232.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
786	Bicycle Garage of Ind	0000	22200691	EFT	01/08/2023	37725		61940	64962		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		203.00	203.00				
786	Bicycle Garage of Ind	0000	22200691	EFT	01/08/2023	37726		61941	64963		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		225.00	225.00				
786	Bicycle Garage of Ind	0000	22200691	EFT	01/08/2023	37727		61942	64964		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		145.00	145.00				
786	Bicycle Garage of Ind	0000	22200691	EFT	01/08/2023	37728		61943	64965		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		145.00	145.00				
786	Bicycle Garage of Ind	0000	22200691	EFT	01/08/2023	37729		61944	64966		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		145.00	145.00				
786	Bicycle Garage of Ind	0000		EFT	02/15/2023	38082		62551	65596		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		905.00	905.00				
						CHECK TOTAL	2,189.00				
540	Bio Chem, Incorporate	0000	22201331	EFT	01/20/2023	23216		62572	65619		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			11,057.00					
	2 60609014 42200		SewPWWaterOPERSUP			6,715.24	17,772.24				
540	Bio Chem, Incorporate	0000	22201331	EFT	02/12/2023	23324		62730	65787		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			17,772.23	17,772.23				
						CHECK TOTAL	35,544.47				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
608	BL Anderson Co., Inc.		0000		EFT	02/08/2023	026354		62335	65373	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			620.00	620.00			
608	BL Anderson Co., Inc.		0000		EFT	02/08/2023	026355		62336	65374	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			510.00	510.00			
							CHECK TOTAL	1,130.00			
547	BMC Software, Inc		0000	22300006	EFT	12/29/2022	1351118		61719	64730	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		8,037.16				
	2	60606050 43100		SewIT	PROSERVICE		1,004.65				
	3	62606050 43100		SWIT	PROSERVICE		1,004.64				
							CHECK TOTAL	10,046.45			
							10,046.45				
373	Bound Tree Medical, L		0000		EFT	12/18/2022	84765481		61881	64899	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,870.57	1,870.57			
373	Bound Tree Medical, L		0000		EFT	12/18/2022	84765482		61882	64900	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1,873.14	1,873.14			
373	Bound Tree Medical, L		0000		EFT	12/23/2022	84770705		61884	64902	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		1.91	1.91			
373	Bound Tree Medical, L		0000		EFT	01/13/2023	84793076		61887	64905	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		58.73	58.73			
373	Bound Tree Medical, L		0000		EFT	01/14/2023	84794770		61888	64906	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		755.90	755.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	01/20/2023	84801161		61889	64907	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			94.08			
							94.08			
373	Bound Tree Medical, L	0000		EFT	01/14/2023	84794769		61945	64967	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			1,730.55			
							1,730.55			
373	Bound Tree Medical, L	0000		EFT	01/26/2023	84805026		62016	65044	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			1,911.70			
							1,911.70			
373	Bound Tree Medical, L	0000		EFT	01/27/2023	84806628		62017	65045	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			1,777.26			
							1,777.26			
373	Bound Tree Medical, L	0000		EFT	01/27/2023	84806629		62018	65046	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			149.80			
							149.80			
373	Bound Tree Medical, L	0000	22300033	EFT	01/07/2023	84786496		62196	65231	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			2,369.72			
							2,369.72			
373	Bound Tree Medical, L	0000	22300032	EFT	01/08/2023	84788078		62197	65232	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			2,857.91			
							2,857.91			
373	Bound Tree Medical, L	0000		EFT	02/09/2023	84820018		62585	65633	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			12.75			
							12.75			
373	Bound Tree Medical, L	0000		EFT	02/10/2023	84821708		62586	65634	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			1,912.96			
							1,912.96			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L			0000		EFT	02/10/2023	84821709		62588	65636	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP			31.39			
									31.39			
373	Bound Tree Medical, L			0000		EFT	02/11/2023	84823169		62590	65638	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP			1,292.88			
									1,292.88			
373	Bound Tree Medical, L			0000		EFT	02/11/2023	84823170		62591	65639	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP			49.07			
									49.07			
								CHECK TOTAL	18,750.32			
632	Brehob Corporation			0000		EFT	02/05/2023	208125		62280	65318	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				294.00			
									294.00			
								CHECK TOTAL	294.00			
567	Buckeye Power Sales C			0000	22200454	EFT	01/08/2023	PSV306634		62353	65391	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				315.00			
									315.00			
567	Buckeye Power Sales C			0000	22200454	EFT	01/08/2023	PSV306637		62357	65395	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				245.00			
									245.00			
567	Buckeye Power Sales C			0000	22200454	EFT	01/08/2023	PSV306626		62359	65397	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				225.00			
									225.00			
567	Buckeye Power Sales C			0000	22200454	EFT	01/08/2023	PSV306633		62360	65398	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWaterPROSERVICE				165.00			
									165.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22200454	EFT	01/21/2023	PSV308127		62361	65399	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			270.00				
							270.00			
567	Buckeye Power Sales C	0000	22200454	EFT	01/21/2023	PSV308126		62362	65400	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			340.00				
							340.00			
567	Buckeye Power Sales C	0000	22200454	EFT	01/08/2023	PSV306629		62364	65402	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			66.86				
	2 60609014 43100		SewPWWaterPROSERVICE			98.14				
							165.00			
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306624		62365	65403	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306636		62366	65404	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			165.00				
							165.00			
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306630		62367	65405	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			165.00				
							165.00			
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306625		62368	65406	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306622		62369	65407	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			165.00				
							165.00			
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306635		62370	65408	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			165.00				
							165.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306623		62371	65409		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			165.00					
							165.00				
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306627		62372	65410		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			165.00					
							165.00				
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306628		62373	65411		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306631		62374	65412		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			295.00					
							295.00				
567	Buckeye Power Sales C	0000	22201249	EFT	01/21/2023	PSV308125		62375	65413		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			120.00					
							120.00				
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306638		62376	65414		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			185.00					
							185.00				
567	Buckeye Power Sales C	0000	22201249	EFT	01/08/2023	PSV306632		62377	65415		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			225.00					
							225.00				
567	Buckeye Power Sales C	0000	22201249	EFT	02/15/2023	PSV311006		62801	65921		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22201249	EFT	02/15/2023	PSV311007		62804	65924		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			155.00					
							155.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22201249	EFT	02/15/2023	PSV311008		62805	65925	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22201249	EFT	02/15/2023	PSV311002		62806	65926	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			280.00				
							280.00			
567	Buckeye Power Sales C	0000	22201249	EFT	02/15/2023	PSV311001		62807	65927	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			220.00				
							220.00			
567	Buckeye Power Sales C	0000	22201249	EFT	02/15/2023	PSV311003		62808	65928	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			350.00				
							350.00			
567	Buckeye Power Sales C	0000	22201249	EFT	02/15/2023	PSV310984		62809	65929	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			301.61				
							301.61			
						CHECK TOTAL	5,816.61			
737	Butler, Fairman & Seu	0000		EFT	01/27/2023	98899		61755	64768	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng PROSERVICE			665.00				
	2 60854010 43100		SWRCPTENGPROSERVICE			399.00				
	3 62604010 43100		SWEng PROSERVICE			266.00				
							1,330.00			
						CHECK TOTAL	1,330.00			
737	Butler, Fairman & Seu	0000	22000237	EFT	01/26/2023	98869		61946	64968	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27074010 44920		PIFENG CAPEXP			1,338.86				
							1,338.86			
						CHECK TOTAL	1,338.86			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
703	CDW Government, Inc.	0000	22201145	EFT	01/15/2023	FR65296		61467	64467	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		-555.87				
	2 10106050 42200		GenIT	OPERSUP		-6,547.05				
							-7,102.92			
703	CDW Government, Inc.	0000	22201145	EFT	12/14/2022	FB82813		61722	64732	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		4,824.93				
	2 60606050 42200		SewIT	OPERSUP		268.05				
	3 62606050 42200		SWIT	OPERSUP		268.05				
	4 10106050 42200		GenIT	OPERSUP		995.49				
	5 60606050 42200		SewIT	OPERSUP		55.31				
	6 62606050 42200		SWIT	OPERSUP		55.31				
							6,467.14			
703	CDW Government, Inc.	0000	22300007	EFT	02/15/2023	GD81786		62620	65673	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		3,146.14				
	2 60606050 42200		SewIT	OPERSUP		174.78				
	3 62606050 42200		SWIT	OPERSUP		174.78				
							3,495.70			
703	CDW Government, Inc.	0000	22300007	EFT	02/04/2023	FZ23520		62629	65683	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		591.76				
	2 60606050 42200		SewIT	OPERSUP		32.88				
	3 62606050 42200		SWIT	OPERSUP		32.88				
							657.52			
						CHECK TOTAL	3,517.44			
1389	Central Industrial Co	0000		EFT	02/04/2023	10509		62274	65311	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			1,655.00				
							1,655.00			
1389	Central Industrial Co	0000	22300045	EFT	12/31/2022	10467		62337	65375	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			3,440.00				
							3,440.00			
						CHECK TOTAL	5,095.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3626	Charles Kasubjak			0000		INV	01/24/2023	62476		62476	65519	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES		79.66				
								CHECK TOTAL	79.66			
									79.66			
									79.66			
3608	Christian & Emily Cul			0000		INV	01/24/2023	62458		62458	65500	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES		34.58				
								CHECK TOTAL	34.58			
									34.58			
									34.58			
364	Cinergy Corp			0000		INV	02/02/2023	910120321182		62795	65915	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		15.00				
								CHECK TOTAL	15.00			
									15.00			
									15.00			
364	Cinergy Corp			0000		INV	02/02/2023	910125861028		62796	65916	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		25.92				
								CHECK TOTAL	25.92			
									25.92			
									25.92			
364	Cinergy Corp			0000		INV	02/02/2023	910130396962		62797	65917	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		313.56				
								CHECK TOTAL	313.56			
									313.56			
									313.56			
364	Cinergy Corp			0000		INV	02/08/2023	910120320248		62798	65918	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		15.02				
								CHECK TOTAL	15.02			
									15.02			
									15.02			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
364	Cinergy Corp	0000		INV	02/08/2023	910120321116		62799	65919		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		22.71					
							22.71				
						CHECK TOTAL	22.71				
364	Cinergy Corp	0000		INV	02/08/2023	910125239535		62800	65920		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		10.70					
							10.70				
						CHECK TOTAL	10.70				
714	Cintas Corporation No	0000		EFT	01/21/2023	4141062454		61750	64762		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		126.63					
							126.63				
714	Cintas Corporation No	0000		EFT	01/10/2023	4139716830		61752	64764		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		126.63					
							126.63				
714	Cintas Corporation No	0000		EFT	01/23/2023	4141339215		61765	64778		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		88.27					
							88.27				
714	Cintas Corporation No	0000		EFT	01/30/2023	4142044841		61767	64780		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		158.04					
							158.04				
714	Cintas Corporation No	0000		EFT	01/27/2023	4141703303		61778	64792		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		110.45					
							110.45				
714	Cintas Corporation No	0000		EFT	02/10/2023	4142436700		61850	64868		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		126.63					
							126.63				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/23/2022	5134292274		61860	64878		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		146.38	146.38				
714	Cintas Corporation No	0000		EFT	01/22/2023	5138134540		61861	64879		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		161.86	161.86				
714	Cintas Corporation No	0000		EFT	01/10/2023	4141062467		61890	64908		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		49.98	49.98				
714	Cintas Corporation No	0000		EFT	12/28/2022	5134567112		61983	65009		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		389.41	389.41				
714	Cintas Corporation No	0000		EFT	01/21/2023	5138134536		61985	65011		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		250.14	250.14				
714	Cintas Corporation No	0000		EFT	01/14/2023	1903572386		61986	65012		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		119.94	119.94				
714	Cintas Corporation No	0000		EFT	01/16/2023	4140643825		61987	65013		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		81.23	81.23				
714	Cintas Corporation No	0000		EFT	01/16/2023	4140643923		61988	65014		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		452.90	452.90				
714	Cintas Corporation No	0000		EFT	01/16/2023	4140644006		61989	65015		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		170.88	170.88				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No		0000		EFT	01/20/2023	4141062144		61990	65016	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		168.66	168.66			
714	Cintas Corporation No		0000		EFT	01/20/2023	4141062180		61991	65017	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		38.42	38.42			
714	Cintas Corporation No		0000		EFT	01/20/2023	4141062184		61993	65019	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		130.69	130.69			
714	Cintas Corporation No		0000		EFT	01/21/2023	4141214917		61994	65020	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		33.39	33.39			
714	Cintas Corporation No		0000		EFT	01/23/2023	4141339150		61995	65021	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		79.54	79.54			
714	Cintas Corporation No		0000		EFT	01/23/2023	4141339489		61996	65022	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 43100		MVHPWStr	PROSERVICE		187.78	187.78			
714	Cintas Corporation No		0000		EFT	01/27/2023	4141702253		61997	65023	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		46.85	46.85			
714	Cintas Corporation No		0000		EFT	01/27/2023	4141703207		61998	65024	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		38.42	38.42			
714	Cintas Corporation No		0000		EFT	01/27/2023	4141703302		61999	65025	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE		168.66	168.66			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	01/30/2023	4142044921		62000	65026	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			135.40	135.40			
714	Cintas Corporation No	0000		EFT	01/30/2023	4142044943		62001	65027	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWWBuild PROSERVICE			79.54	79.54			
714	Cintas Corporation No	0000		EFT	01/30/2023	4142045049		62002	65028	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr PROSERVICE			169.19	169.19			
714	Cintas Corporation No	0000		EFT	12/14/2022	5132922948		62003	65029	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWWBuild OPERSUP			255.78	255.78			
714	Cintas Corporation No	0000		EFT	12/16/2022	5133355686		62004	65031	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWWBuild OPERSUP			161.42	161.42			
714	Cintas Corporation No	0000		EFT	12/28/2022	5134567198		62007	65034	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWWBuild OPERSUP			432.00	432.00			
714	Cintas Corporation No	0000		EFT	01/05/2023	5135503911		62008	65035	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWWBuild OPERSUP			131.66	131.66			
714	Cintas Corporation No	0000		EFT	01/30/2023	5138890141		62011	65039	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			225.76	225.76			
714	Cintas Corporation No	0000		EFT	01/30/2023	5138890200		62012	65040	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWWBuild OPERSUP			98.64	98.64			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No			0000		EFT	02/10/2023	4142436794		62028	65057	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105011	43100		GenFireAdm	PROSERVICE			49.98			
									49.98			
714	Cintas Corporation No			0000		EFT	01/21/2023	5138011084		62038	65067	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	42200		GenPWBuild	OPERSUP			401.91			
									401.91			
714	Cintas Corporation No			0000		EFT	02/06/2023	4142708869		62067	65097	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			88.27			
									88.27			
714	Cintas Corporation No			0000		EFT	02/09/2023	5140092329		62255	65292	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42200		GenFleet	OPERSUP			130.21			
									130.21			
714	Cintas Corporation No			0000		EFT	02/09/2023	1903438377		62281	65319	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	42200		GenPWBuild	OPERSUP			399.92			
									399.92			
714	Cintas Corporation No			0000		EFT	02/06/2023	4142698088		62282	65320	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE			33.39			
									33.39			
714	Cintas Corporation No			0000		EFT	02/06/2023	4142708837		62284	65322	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			79.54			
									79.54			
714	Cintas Corporation No			0000		EFT	02/06/2023	4142708971		62285	65323	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20109011	43100		MVHPWStr	PROSERVICE			178.41			
									178.41			
714	Cintas Corporation No			0000		EFT	02/06/2023	4142708997		62286	65324	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	43100		GenPWParks	PROSERVICE			135.40			
									135.40			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/30/2022	5134829190		62383	65421		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		102.10	102.10				
714	Cintas Corporation No	0000		EFT	01/07/2023	5135982451		62498	65541		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		207.26	207.26				
714	Cintas Corporation No	0000		EFT	02/11/2023	4143178406		62659	65715		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		46.85	46.85				
714	Cintas Corporation No	0000		EFT	02/11/2023	4143181716		62660	65716		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		38.42	38.42				
714	Cintas Corporation No	0000		EFT	02/11/2023	4143181719		62661	65718		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		110.45	110.45				
714	Cintas Corporation No	0000		EFT	02/11/2023	4143181777		62665	65721		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		168.66	168.66				
714	Cintas Corporation No	0000		EFT	02/11/2023	4143181931		62666	65722		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		241.06	241.06				
714	Cintas Corporation No	0000		EFT	02/13/2023	4143409123		62668	65724		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		79.54	79.54				
714	Cintas Corporation No	0000		EFT	02/13/2023	4143409125		62670	65726		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		135.40	135.40				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	02/13/2023	4143409251		62671	65727		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		171.66	171.66				
714	Cintas Corporation No	0000		EFT	02/03/2023	5139295164		62731	65788		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		282.92	282.92				
714	Cintas Corporation No	0000		EFT	02/03/2023	4142436448		62734	65792		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		38.42	38.42				
714	Cintas Corporation No	0000		EFT	02/03/2023	4142436393		62736	65794		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		168.66	168.66				
714	Cintas Corporation No	0000		EFT	02/03/2023	4142436394		62737	65795		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		130.69	130.69				
714	Cintas Corporation No	0000		EFT	02/13/2023	4143409106		62749	65808		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		88.27	88.27				
						CHECK TOTAL	8,648.56				
2708	Circle City Cleaners	0000		EFT	02/01/2023	119417		61913	64932		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		118.20	118.20				
						CHECK TOTAL	118.20				
1574	Citizens Energy Group	0000	22300079	EFT	02/06/2023	2692830000		62802	65922		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43500		SWPWWater	UTILITY		8,000.00	8,000.00				
						CHECK TOTAL	8,000.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3594	Clair Purdie (Tenant)	0000		INV	01/24/2023	62444		62444	65484		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900	Sew	USERFEES			80.84					
							80.84				
						CHECK TOTAL	80.84				
2431	Clark Quinn Moses Sco	0000		EFT	01/06/2023	100420		62602	65651		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101	GenMayorOf	LGLSVCS			330.00					
							330.00				
						CHECK TOTAL	330.00				
2791	Co-Alliance Cooperati	0000	22201278	EFT	01/25/2023	12312022		61741	64753		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200	MVHFleet	OPERSUP			24,815.58					
							24,815.58				
2791	Co-Alliance Cooperati	0000	22201281	EFT	01/25/2023	566003081		61744	64755		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42221	SewFleet	FUEL			997.00					
							997.00				
2791	Co-Alliance Cooperati	0000	22201278	EFT	01/25/2023	506008496		62288	65326		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200	MVHFleet	OPERSUP			16,384.42					
	2 20106010 42221	MVHFleet	FUEL			8,682.11					
							25,066.53				
2791	Co-Alliance Cooperati	0000	22201276	EFT	01/25/2023	506008471		62536	65580		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221	GenFleet	FUEL			8,982.66					
	2 10106010 42221	GenFleet	FUEL			20,326.93					
							29,309.59				
						CHECK TOTAL	80,188.70				
2650	Community Health Netw	0000	22201327	EFT	12/30/2022	FIN-005914		62314	65352		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100	CHD	PROSERVICE			4,166.67					
							4,166.67				
						CHECK TOTAL	4,166.67				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3018	Contemporary Services	0000		EFT	08/14/2022	1333969		61970	64994	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		890.00				
							890.00			
3018	Contemporary Services	0000		EFT	08/24/2022	1334025		61974	64999	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		712.00				
							712.00			
3018	Contemporary Services	0000		EFT	08/31/2022	1334067		61975	65001	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		737.00				
							737.00			
						CHECK TOTAL	2,339.00			
106	Core & Main LP	0000		EFT	01/21/2023	S055458		61857	64875	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			649.05				
							649.05			
						CHECK TOTAL	649.05			
3629	COX, JAMES & KAREN	0000		INV	01/24/2023	62479		62479	65522	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		39.79				
							39.79			
						CHECK TOTAL	39.79			
3602	Craig and Brenda Sloa	0000		INV	01/24/2023	62452		62452	65493	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		30.51				
							30.51			
						CHECK TOTAL	30.51			
680	Crossroad Engineers,	0000	22200812	EFT	01/31/2023	230062		62575	65622	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		8,641.25				
							8,641.25			
						CHECK TOTAL	8,641.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2485	Crown Castle Internat		0000	22101119	EFT	01/31/2023	1264873		62630	65684	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		6,907.65				
								6,907.65			
							CHECK TOTAL	6,907.65			
2645	CureMD.com, Inc		0000		EFT	01/31/2023	500130659		62653	65708	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101012 43100		GenBSG	PROSERVICE		885.00				
								885.00			
							CHECK TOTAL	885.00			
811	Current Publishing LL		0000	22300085	EFT	02/25/2023	69564		62752	65810	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 43300		GenPR	PRINTADVER		3,414.00				
								3,414.00			
							CHECK TOTAL	3,414.00			
3613	Danielle N Randall		0000		INV	01/24/2023	62463		62463	65506	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		70.38				
								70.38			
							CHECK TOTAL	70.38			
3631	David Hagan		0000		INV	01/24/2023	62481		62481	65525	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		18.62				
								18.62			
							CHECK TOTAL	18.62			
2635	De Lage Landen Financ		0000	22300010	EFT	02/01/2023	586729919		61723	64734	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		32,951.35				
	2	60606050 43100		SewIT	PROSERVICE		9,414.67				
	3	62606050 43100		SWIT	PROSERVICE		4,707.34				
								47,073.36			
							CHECK TOTAL	47,073.36			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
785	Dell Marketing LP		0000		EFT	01/28/2023	10641693273		62216	65251	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27055058 44910		GRTSHD	NOINFAST		1,398.54				
								1,398.54			
							CHECK TOTAL	1,398.54			
3593	DEMLow, ROBERT & CHRIS		0000		INV	01/24/2023	62443		62443	65483	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62600000 34900		SW	USERFEES		13.06				
								13.06			
							CHECK TOTAL	13.06			
3344	DFND Technologies Inc		0000		EFT	01/12/2023	13467		61891	64909	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42231		GenSafeTr	UNIFORMS		330.00				
								330.00			
							CHECK TOTAL	330.00			
3600	DIANO, JACQUES Y		0000		INV	01/24/2023	62450		62450	65490	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		52.63				
								52.63			
							CHECK TOTAL	52.63			
952	Dive Rescue Internati		0000		EFT	12/28/2022	INV190600		61893	64911	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105014 42200		GenSpecOps	OPERSUP		378.00				
								378.00			
							CHECK TOTAL	378.00			
2753	Dominique Davis		0000	22200215	EFT	01/24/2023	1063		62322	65360	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27055058 43100		GRTSHD	PROSERVICE		21.00				
	2	15029900 43100		COVIDFEMA	PROSERVICE		189.00				
								210.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2753	Dominique Davis	0000	22200215	EFT	01/24/2023	1062		62324	65362	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43100		GRTSHD	PROSERVICE		21.00				
	2 15029900 43100		COVIDFEMA	PROSERVICE		189.00				
							210.00			
2753	Dominique Davis	0000	22200539	EFT	01/24/2023	1030sl		62326	65364	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43100		GRTSHD	PROSERVICE		226.25				
							226.25			
2753	Dominique Davis	0000	22200539	EFT	01/24/2023	1031sl		62554	65599	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43100		GRTSHD	PROSERVICE		175.00				
							175.00			
						CHECK TOTAL	821.25			
1018	Donley & Associates I	0000	22100987	EFT	12/29/2022	53647		61992	65018	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		326.60				
							326.60			
						CHECK TOTAL	326.60			
1047	Donohue & Associates	0000	22101200	EFT	01/29/2023	13983-09		61829	64846	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		2,016.25				
							2,016.25			
						CHECK TOTAL	2,016.25			
1479	Dura Overhead Door In	0000		EFT	02/28/2023	WO-213602		61795	64812	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		1,860.00				
							1,860.00			
1479	Dura Overhead Door In	0000		EFT	11/02/2022	WO-211681		62167	65198	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		1,872.50				
							1,872.50			
						CHECK TOTAL	3,732.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3597	EBER, CHAD P & SARAH	0000		INV	01/24/2023	62447		62447	65487	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		81.34				
							81.34			
						CHECK TOTAL	81.34			
476	Element Materials Tec	0000		EFT	02/03/2023	23-122716		61836	64853	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		113.00				
							113.00			
						CHECK TOTAL	113.00			
2746	Elevate Entertainment	0000		EFT	01/31/2023	1903		61911	64927	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		600.00				
							600.00			
						CHECK TOTAL	600.00			
1186	Elwood Fire Equipment	0000		EFT	01/12/2023	69467		61754	64766	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		58.00				
							58.00			
						CHECK TOTAL	58.00			
2649	Erika L. DeShong	0000	22200631	EFT	01/24/2023	1048		62320	65358	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43100		GRTSHD	PROSERVICE		44.00				
	2 15029900 43100		COVIDFEMA	PROSERVICE		396.00				
							440.00			
2649	Erika L. DeShong	0000	22200631	EFT	01/24/2023	1047		62325	65363	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43100		GRTSHD	PROSERVICE		22.00				
	2 15029900 43100		COVIDFEMA	PROSERVICE		198.00				
							220.00			
						CHECK TOTAL	660.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2122	ESO Solutions Inc	0000		EFT	02/08/2023	ESO-100435		62163	65195	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		1,119.89				
							1,119.89			
						CHECK TOTAL	1,119.89			
1222	Fire Service, Incorpo	0000		EFT	12/18/2022	53876		61947	64969	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105014 42200		GenSpecOps	OPERSUP		696.00				
							696.00			
						CHECK TOTAL	696.00			
1168	Flag & Banner Co., In	0000		EFT	02/10/2023	44924		62287	65325	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		547.80				
							547.80			
						CHECK TOTAL	547.80			
2921	Flock Group Inc	0000	22300075	EFT	03/27/2023	INV-7194		62548	65593	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		28,500.00				
							28,500.00			
						CHECK TOTAL	28,500.00			
1193	Fluid Waste Services,	0000	22300042	EFT	01/15/2023	57304		62343	65381	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		3,150.00				
							3,150.00			
1193	Fluid Waste Services,	0000	22300042	EFT	12/29/2022	57033		62344	65382	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		3,395.00				
							3,395.00			
						CHECK TOTAL	6,545.00			
706	Brownells Inc	0000		EFT	02/10/2023	2023410027474		62627	65681	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		575.15				
							575.15			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	575.15			
1196	Frey Water Conditioni	0000		EFT	01/06/2023	99009878		61895	64914	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		65.93	65.93	61896	64915	
1196	Frey Water Conditioni	0000		EFT	01/06/2023	99010644				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		49.95	49.95	61897	64916	
1196	Frey Water Conditioni	0000		EFT	01/06/2023	99012808				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		49.95	49.95	61899	64918	
1196	Frey Water Conditioni	0000		EFT	01/06/2023	99012936				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		49.95	49.95	61900	64919	
1196	Frey Water Conditioni	0000		EFT	01/06/2023	99221786				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		41.96	41.96	61930	64952	
1196	Frey Water Conditioni	0000		EFT	02/03/2023	99419444				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			10.00	10.00	61935	64957	
1196	Frey Water Conditioni	0000		EFT	02/03/2023	99418772				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		73.50	73.50	61954	64977	
1196	Frey Water Conditioni	0000		EFT	02/03/2023	99418383				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		57.94	57.94	61955	64979	
1196	Frey Water Conditioni	0000		EFT	02/03/2023	99420146				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		49.95	49.95			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1196	Frey Water Conditioni		0000		EFT	02/03/2023	99418690		61956	64980	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105013 42200			GenLogist	OPERSUP			49.95			
								49.95			
1196	Frey Water Conditioni		0000		EFT	02/03/2023	99419834		61957	64981	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105013 42200			GenLogist	OPERSUP			49.95			
								49.95			
1196	Frey Water Conditioni		0000		EFT	01/25/2023	99363197		62313	65351	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 21205058 43100			CHD	PROSERVICE			5.99			
								5.99			
1196	Frey Water Conditioni		0000		EFT	02/03/2023	99419402		62732	65790	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			25.98			
								25.98			
1196	Frey Water Conditioni		0000		EFT	02/03/2023	99418397		62733	65791	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			49.95			
								49.95			
1196	Frey Water Conditioni		0000		EFT	02/03/2023	99462245		62738	65796	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			16.70			
								16.70			
1196	Frey Water Conditioni		0000		EFT	02/03/2023	99419416		62739	65797	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			25.98			
								25.98			
							CHECK TOTAL	673.63			
1326	GW Berkheimer Co., I		0000		EFT	02/10/2023	7263678		62669	65725	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			22.00			
								22.00			
							CHECK TOTAL	22.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1289	Garners Family Enterp	0000		EFT	01/26/2023	262983-1		61760	64773		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		359.00					
							359.00				
1289	Garners Family Enterp	0000		EFT	01/27/2023	263153-1		61761	64774		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		310.00					
							310.00				
						CHECK TOTAL	669.00				
1300	GIS Planning Inc	0000	22300015	EFT	02/28/2023	2120832083		61706	64714		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		9,635.00					
							9,635.00				
						CHECK TOTAL	9,635.00				
3615	Glenn & Virginia Clel	0000		INV	01/24/2023	62465		62465	65508		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		79.58					
	2 60600000 34900		Sew	USERFEES		79.58					
							159.16				
						CHECK TOTAL	159.16				
1345	Governmentjobs.com, I	0000	22300005	EFT	11/03/2022	INV-28925		61707	64715		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		11,930.61					
							11,930.61				
						CHECK TOTAL	11,930.61				
3572	Graybar Electric Co.,	0000		EFT	12/29/2022	9329783967		62385	65423		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		803.71					
							803.71				
						CHECK TOTAL	803.71				
1292	Greater Indiana Clean	0000		EFT	01/18/2023	1084		61768	64781		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		500.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							500.00			
						CHECK TOTAL	500.00			
770	Grimco Inc	0000		EFT	01/19/2023	29783610-01		62122	65153	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			264.09			
							264.09			
770	Grimco Inc	0000		EFT	01/27/2023	29812012-01		62127	65157	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP			264.09			
							264.09			
770	Grimco Inc	0000		EFT	01/28/2023	29814221-01		62130	65160	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP			690.12			
							690.12			
						CHECK TOTAL	1,218.30			
1431	Hamilton Southeastern	0000	22201277	EFT	02/03/2023	12312022		62290	65328	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL			7,914.80			
	2 20106010 42221		MVHFleet	FUEL			4,283.49			
							12,198.29			
						CHECK TOTAL	12,198.29			
2053	Rodney V Hartley	0000	22201062	EFT	01/20/2023	2727		62486	65529	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			10,680.00			
							10,680.00			
						CHECK TOTAL	10,680.00			
2474	HD Supply Facilities	0000	22201263	EFT	01/21/2023	213832		61832	64849	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			180.80			
							180.80			
2474	HD Supply Facilities	0000	22201263	EFT	02/02/2023	221010		61839	64856	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			716.00			
							716.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2474	HD Supply Facilities	0000	22201263	EFT	02/02/2023	221009		61840	64858	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			1,423.36	1,423.36			
2474	HD Supply Facilities	0000	22201263	EFT	02/02/2023	220359		61842	64859	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			416.75	416.75			
2474	HD Supply Facilities	0000	22201214	EFT	02/04/2023	224570		62101	65131	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			183.23	183.23			
2474	HD Supply Facilities	0000	22201214	EFT	02/08/2023	227937		62207	65242	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			50.30	50.30			
2474	HD Supply Facilities	0000	22201214	EFT	02/03/2023	222705		62261	65298	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			57.79	57.79			
2474	HD Supply Facilities	0000	22201214	EFT	02/09/2023	228894		62297	65335	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			172.38	172.38			
2474	HD Supply Facilities	0000		EFT	01/22/2023	213846		62517	65560	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild OPERSUP			26.15	26.15			
2474	HD Supply Facilities	0000		EFT	01/27/2023	217059		62524	65567	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild OPERSUP			61.96	61.96			
2474	HD Supply Facilities	0000	22201214	EFT	02/16/2023	237698		62781	65900	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			180.68	180.68			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2474	HD Supply Facilities	0000	22201214	EFT	02/16/2023	237700		62782	65901	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			180.80				
							180.80			
2474	HD Supply Facilities	0000	22201214	EFT	02/16/2023	237701		62783	65902	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			180.80				
							180.80			
2474	HD Supply Facilities	0000	22201214	EFT	02/16/2023	237702		62784	65903	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			241.95				
							241.95			
						CHECK TOTAL	4,072.95			
844	Heritage Crystal Clea	0000		EFT	01/19/2023	17769231		62040	65069	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			1,633.64				
							1,633.64			
						CHECK TOTAL	1,633.64			
1412	Hoosier Fire Equipmen	0000		EFT	12/02/2022	114290		61948	64970	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP			1,120.00				
							1,120.00			
1412	Hoosier Fire Equipmen	0000		EFT	12/17/2022	114496		61949	64971	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr UNIFORMS			124.50				
							124.50			
1412	Hoosier Fire Equipmen	0000		EFT	12/10/2022	114392		62005	65030	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet OPERSUP			122.50				
							122.50			
1412	Hoosier Fire Equipmen	0000		EFT	01/10/2023	114721		62024	65052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 43100		GenLogist PROSERVICE			160.00				
							160.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1412	Hoosier Fire Equipmen	0000	22300028	EFT	12/19/2022	114534		62198	65233		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		4,308.00	4,308.00				
1412	Hoosier Fire Equipmen	0000	22300087	EFT	01/15/2023	114746		62787	65906		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		2,907.35	2,907.35				
						CHECK TOTAL	8,742.35				
708	Hoosier Portable Rest	0000		EFT	12/31/2022	66257		61950	64972		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		200.00	200.00				
						CHECK TOTAL	200.00				
2904	Hosia D Smith Sr	0000	22200118	EFT	01/30/2023	21566		61804	64820		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,360.00	1,360.00				
2904	Hosia D Smith Sr	0000	22200118	EFT	08/31/2022	21456		61980	65006		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,360.00	1,360.00				
						CHECK TOTAL	2,720.00				
3068	Impact Rescue LLC	0000		EFT	12/10/2022	1118		61951	64974		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		1,698.00	1,698.00				
3068	Impact Rescue LLC	0000		EFT	01/15/2023	1132		61952	64975		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		1,960.00	1,960.00				
						CHECK TOTAL	3,658.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1596	Indiana Association o			0000	22300004	EFT	01/31/2023	96477		61923	64944	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10101011	43100		GenMayorOf	PROSERVICE			21,009.00			
	2	60601011	43100		SewMayor	PROSERVICE			3,500.00			
	3	62601011	43100		SWMayor	PROSERVICE			2,200.00			
									26,709.00			
								CHECK TOTAL	26,709.00			
1701	Indiana Association o			0000		EFT	02/15/2023	62564		62564	65610	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103011	43100		GenPI	PROSERVICE			65.00			
									65.00			
1701	Indiana Association o			0000		EFT	02/15/2023	62565		62565	65611	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103011	43100		GenPI	PROSERVICE			65.00			
									65.00			
1701	Indiana Association o			0000		EFT	02/15/2023	62566		62566	65612	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103011	43100		GenPI	PROSERVICE			65.00			
									65.00			
1701	Indiana Association o			0000		EFT	02/15/2023	62567		62567	65613	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103011	43100		GenPI	PROSERVICE			65.00			
									65.00			
1701	Indiana Association o			0000		EFT	02/15/2023	62568		62568	65614	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103011	43100		GenPI	PROSERVICE			65.00			
									65.00			
1701	Indiana Association o			0000		EFT	02/15/2023	62569		62569	65615	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103011	43100		GenPI	PROSERVICE			65.00			
									65.00			
1701	Indiana Association o			0000		EFT	02/15/2023	62570		62570	65616	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103011	43100		GenPI	PROSERVICE			65.00			
									65.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1701	Indiana Association o		0000		EFT	02/15/2023	3227		62571	65617	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10103011 43100			GenPI	PROSERVICE		65.00				
								65.00			
							CHECK TOTAL	520.00			
1785	Indiana Chamber of Co		0000		EFT	03/01/2023	5000848493		62747	65805	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101011 43100			GenMayorOf	PROSERVICE		850.00				
								850.00			
							CHECK TOTAL	850.00			
1521	Indiana Gas Company I		0000	22300021	INV	02/03/2023	0260060206155548823		62531	65575	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		36.15				
								36.15			
							CHECK TOTAL	36.15			
1521	Indiana Gas Company I		0000	22300021	INV	02/03/2023	0260049171657114176		62532	65576	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		18.32				
								18.32			
							CHECK TOTAL	18.32			
1521	Indiana Gas Company I		0000		INV	02/04/2023	0260025136251797620		62790	65911	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		74.97				
								74.97			
							CHECK TOTAL	74.97			
1521	Indiana Gas Company I		0000		INV	02/04/2023	0262127110557290250		62794	65914	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		185.90				
								185.90			
							CHECK TOTAL	185.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1543	Indiana Oxygen Compan	0000		EFT	12/30/2022	10048016		61953	64976	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		121.80				
							121.80			
1543	Indiana Oxygen Compan	0000		EFT	01/30/2023	10068751		62236	65272	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		125.86				
							125.86			
1543	Indiana Oxygen Compan	0000		EFT	01/30/2023	10068724		62405	65444	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			41.54				
							41.54			
1543	Indiana Oxygen Compan	0000		EFT	01/31/2023	10067754		62416	65455	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		79.98				
							79.98			
						CHECK TOTAL	369.18			
2399	Indiana Testing Inc	0000		EFT	01/15/2023	58134		61824	64841	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		55.00				
							55.00			
2399	Indiana Testing Inc	0000		EFT	01/15/2023	58132		62046	65075	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		55.00				
							55.00			
2399	Indiana Testing Inc	0000		EFT	01/15/2023	58133		62047	65076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		136.26				
							136.26			
						CHECK TOTAL	246.26			
3492	Indiana Underground C	0000		EFT	01/18/2023	0071		62656	65711	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		1,950.00				
							1,950.00			
						CHECK TOTAL	1,950.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2025	Indianapolis Interpre	0000		EFT	01/31/2023	43662		62203	65238		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE		240.00					
							240.00				
						CHECK TOTAL	240.00				
2600	Indianapolis Metropol	0000	22300063	EFT	02/01/2023	INV-00000144		62529	65572		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE		18,750.00					
							18,750.00				
2600	Indianapolis Metropol	0000	22300061	EFT	02/01/2023	INV-00000112		62657	65712		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		38,944.11					
							38,944.11				
						CHECK TOTAL	57,694.11				
2456	Infrastructure Techno	0000	22300041	EFT	02/18/2023	B1514		62339	65377		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		8,300.00					
							8,300.00				
						CHECK TOTAL	8,300.00				
733	Innovative Integratio	0000		EFT	01/31/2023	39655		62633	65687		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		175.00					
							175.00				
						CHECK TOTAL	175.00				
1820	Intellicorp Records,	0000		EFT	01/30/2023	1338665		62625	65678		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		592.20					
							592.20				
						CHECK TOTAL	592.20				
1823	Irving Materials, Inc	0000	22300092	EFT	02/10/2023	71177960		62760	65819		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		3,708.22					
							3,708.22				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	3,708.22				
32	Jack Doheny Companies	0000		EFT	03/02/2023	183885		62550	65595		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		1,685.34					
							1,685.34				
						CHECK TOTAL	1,685.34				
2575	Jackson Systems LLC	0000	22101206	EFT	01/29/2023	589854		62406	65445		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		21,752.00					
							21,752.00				
2575	Jackson Systems LLC	0000	22101207	EFT	01/29/2023	589855		62518	65561		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		14,188.00					
							14,188.00				
						CHECK TOTAL	35,940.00				
3605	Jake Baldwin	0000		INV	01/24/2023	62455		62455	65497		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		94.21					
							94.21				
						CHECK TOTAL	94.21				
2769	Jared Koopman	0000		EFT	02/15/2023	2301		62530	65574		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		800.00					
							800.00				
						CHECK TOTAL	800.00				
3170	Jay Settergren	0000		INV	01/27/2023	F22-228		61859	64877		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 43200		GenInvstgt	COMMTANS		85.00					
							85.00				
						CHECK TOTAL	85.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
29	JDH Contracting, Inc	0000	22300012	EFT	02/02/2023	78158		61727	64738	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,727.00				
							3,727.00			
						CHECK TOTAL	3,727.00			
2350	Jeeb Services LLC	0000		EFT	12/30/2022	11/30/2022		62616	65668	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		145.50				
							145.50			
						CHECK TOTAL	145.50			
3256	Jeffery Meyer	0000	22201298	EFT	01/31/2023	01102023		61828	64845	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		8,024.57				
							8,024.57			
3256	Jeffery Meyer	0000		EFT	01/19/2023	038655		61848	64865	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		544.49				
							544.49			
3256	Jeffery Meyer	0000	22201273	EFT	01/31/2023	01102023-2		61856	64874	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 42200		SewFleet	OPERSUP		11,166.28				
							11,166.28			
3256	Jeffery Meyer	0000	22201292	EFT	01/31/2023	01102023-1		61875	64893	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		23,375.91				
							23,375.91			
3256	Jeffery Meyer	0000		EFT	01/14/2023	038626		61932	64954	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 42200		SWPI	OPERSUP		17.08				
							17.08			
3256	Jeffery Meyer	0000		EFT	01/12/2023	038596		61933	64955	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 42200		SWPI	OPERSUP		85.66				
							85.66			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3256	Jeffery Meyer	0000	22201292	EFT	02/13/2023	1132023		62436	65475		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		8,898.24					
							8,898.24				
3256	Jeffery Meyer	0000	22201298	EFT	02/13/2023	1132023-1		62442	65481		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		1,580.15					
							1,580.15				
3256	Jeffery Meyer	0000		EFT	01/20/2023	038667		62491	65534		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		60.36					
							60.36				
3256	Jeffery Meyer	0000		EFT	02/04/2023	038761		62493	65537		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		1,563.00					
							1,563.00				
3256	Jeffery Meyer	0000		EFT	02/05/2023	038771		62494	65538		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		908.10					
							908.10				
3256	Jeffery Meyer	0000		EFT	02/10/2023	038807		62496	65539		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		23.81					
							23.81				
3256	Jeffery Meyer	0000	22201274	EFT	02/10/2023	038806		62515	65558		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		241.67					
							241.67				
3256	Jeffery Meyer	0000	22201274	EFT	02/06/2023	038790		62523	65566		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		242.15					
							242.15				
3256	Jeffery Meyer	0000	22201275	EFT	02/04/2023	038765		62525	65568		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 43100		SewFleet	PROSERVICE		51.19					
							51.19				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3256	Jeffery Meyer	0000	22201273	EFT	02/03/2023	038752		62526	65569		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		1,089.27					
							1,089.27				
3256	Jeffery Meyer	0000	22201273	EFT	02/09/2023	038803		62527	65570		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		156.98					
							156.98				
3256	Jeffery Meyer	0000	22201273	EFT	02/04/2023	038766		62528	65571		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42200		SewFleet	OPERSUP		296.14					
							296.14				
						CHECK TOTAL	58,325.05				
3633	Jeffrey Kolesar	0000		INV	01/24/2023	62483		62483	65527		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		2,651.68					
							2,651.68				
						CHECK TOTAL	2,651.68				
878	Jennifer C Messer PC	0000	22201042	EFT	01/24/2023	DEC2022		62539	65583		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		20,000.00					
							20,000.00				
						CHECK TOTAL	20,000.00				
3621	Jeremiah Shoemaker	0000		INV	01/24/2023	62471		62471	65514		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		104.86					
							104.86				
						CHECK TOTAL	104.86				
27	JN Electric	0000	22300080	EFT	12/12/2022	6313		62761	65840		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		18,200.00					
							18,200.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
27	JN Electric	0000	22300080	EFT	12/23/2022	6338		62780	65899		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			14,285.00					
							14,285.00				
						CHECK TOTAL	32,485.00				
1276	Joel Taylor	0000		EFT	11/17/2022	10.18.22		62039	65068		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			1,500.00					
							1,500.00				
1276	Joel Taylor	0000	22201334	EFT	01/16/2023	12.17.22		62534	65578		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE			2,200.00					
							2,200.00				
						CHECK TOTAL	3,700.00				
2915	Julie A Setmeyer	0000		EFT	12/21/2022	15		61728	64739		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin PROSERVICE			865.00					
							865.00				
2915	Julie A Setmeyer	0000		EFT	01/27/2023	16		61853	64871		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin PROSERVICE			500.00					
							500.00				
2915	Julie A Setmeyer	0000		EFT	01/27/2023	17		61854	64872		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin PROSERVICE			1,395.00					
							1,395.00				
2915	Julie A Setmeyer	0000		EFT	01/27/2023	1		62155	65185		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm PROSERVICE			770.00					
							770.00				
						CHECK TOTAL	3,530.00				
3618	Justin Steffen	0000		INV	01/24/2023	62468		62468	65511		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew USERFEES			79.61					
							79.61				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	79.61			
3635	Keegan Loye	0000		EFT	02/17/2023	011723KL		62563	65609	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		4,000.00				
							4,000.00			
						CHECK TOTAL	4,000.00			
116	Kiesler Police Supply	0000		EFT	01/13/2023	IN204228		62305	65343	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		1,776.00				
							1,776.00			
116	Kiesler Police Supply	0000		EFT	02/05/2023	IN205474		62619	65672	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		474.00				
							474.00			
						CHECK TOTAL	2,250.00			
3630	Kim Davis	0000		INV	01/24/2023	62480		62480	65523	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		58.41				
							58.41			
						CHECK TOTAL	58.41			
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112285454.001		62386	65424	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		709.00				
							709.00			
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112286105.002		62387	65425	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		321.08				
							321.08			
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112304229.001		62388	65426	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		160.78				
							160.78			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112305843.002		62435	65474		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		290.84	290.84				
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112306988.001		62437	65476		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		62.76	62.76				
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112306988.002		62438	65477		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		62.76	62.76				
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112254043.001		62439	65478		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		114.11	114.11				
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112306988.003		62440	65479		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		17.30	17.30				
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112324255.002		62441	65480		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		200.92	200.92				
150	Kirby Risk Corporatio	0000		EFT	02/28/2023	S112324255.001		62485	65528		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		183.72	183.72				
150	Kirby Risk Corporatio	0000		EFT	02/28/2023	S112324255.003		62487	65530		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		783.48	783.48				
150	Kirby Risk Corporatio	0000		EFT	01/31/2023	S112328150.001		62488	65531		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		41.99	41.99				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000		EFT	02/28/2023	S112327367.001		62490	65533		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		65.14					
							65.14				
150	Kirby Risk Corporatio	0000		EFT	02/28/2023	S112349117.001		62716	65773		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		83.99					
							83.99				
						CHECK TOTAL	3,097.87				
117	Kleen-It Group, Inc	0000	22200121	EFT	01/15/2023	83137		62041	65070		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		39,448.50					
							39,448.50				
117	Kleen-It Group, Inc	0000		EFT	01/15/2023	83138		62042	65071		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,080.00					
							1,080.00				
117	Kleen-It Group, Inc	0000		EFT	01/15/2023	83139		62043	65072		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,078.00					
							1,078.00				
						CHECK TOTAL	41,606.50				
975	Knox Associates Inc	0000	22201248	EFT	01/07/2023	INV-KA-146202		61958	64982		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105014 42200		GenSpecOps	OPERSUP		6,129.00					
							6,129.00				
975	Knox Associates Inc	0000	22201182	EFT	01/08/2023	INV-KA-146586		61960	64984		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		3,916.00					
							3,916.00				
975	Knox Associates Inc	0000	22201181	EFT	01/08/2023	INV-KA-146621		61961	64985		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		3,916.00					
							3,916.00				
						CHECK TOTAL	13,961.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
127	Koorsen Fire & Securi	0000		EFT	12/03/2022	IN00252180		62489	65532		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		195.50					
							195.50				
						CHECK TOTAL	195.50				
122	Kronos Incorporated	0000	22300088	EFT	02/04/2023	12015053		62735	65793		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		2,334.08					
							2,334.08				
						CHECK TOTAL	2,334.08				
2685	Laura L Shanklin	0000		EFT	01/24/2023	1070		62319	65357		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055058 43100		GRTSHD	PROSERVICE		51.00					
	2 15029900 43100		COVIDFEMA	PROSERVICE		459.00					
							510.00				
2685	Laura L Shanklin	0000		EFT	01/24/2023	1069		62323	65361		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055058 43100		GRTSHD	PROSERVICE		66.00					
	2 15029900 43100		COVIDFEMA	PROSERVICE		594.00					
							660.00				
						CHECK TOTAL	1,170.00				
936	Lehman's Inc of Ander	0000		EFT	01/19/2023	16733		62153	65183		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		530.70					
							530.70				
936	Lehman's Inc of Ander	0000	22300050	EFT	01/16/2023	16736		62400	65437		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		5,083.00					
							5,083.00				
936	Lehman's Inc of Ander	0000		EFT	01/26/2023	16766		62649	65704		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		325.25					
							325.25				
						CHECK TOTAL	5,938.95				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3607	LEIGHTON, LEO J.	0000		INV	01/24/2023	62457		62457	65499	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		67.72				
							67.72			
						CHECK TOTAL	67.72			
218	Lifeline Data Centers	0000	22200984	EFT	01/31/2023	151		62634	65688	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		70.01				
	2 62606050 43100		SWIT	PROSERVICE		30.00				
	3 10106050 43100		GenIT	PROSERVICE		2,951.55				
	4 60606050 43100		SewIT	PROSERVICE		163.98				
	5 62606050 43100		SWIT	PROSERVICE		163.98				
							3,379.52			
						CHECK TOTAL	3,379.52			
3071	Lindsay Nicole Downin	0000		EFT	02/02/2023	22		62600	65649	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		300.00				
							300.00			
						CHECK TOTAL	300.00			
498	Logan Street Signs &	0000		EFT	01/20/2023	63692		61774	64788	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP		93.00				
							93.00			
498	Logan Street Signs &	0000		EFT	01/13/2023	63633		61775	64789	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP		186.00				
							186.00			
						CHECK TOTAL	279.00			
345	Logical Concepts Inc	0000	22201203	EFT	01/31/2023	88460		62511	65554	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		973.02				
	2 60609014 43100		SewPWWater	PROSERVICE		5,012.11				
							5,985.13			
						CHECK TOTAL	5,985.13			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
289	Macallister Machinery	0000		EFT	02/05/2023	S6396762		62092	65122	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		413.08				
							413.08			
289	Macallister Machinery	0000		EFT	02/17/2023	SC6441080		62748	65806	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		67.50				
							67.50			
						CHECK TOTAL	480.58			
2721	Mackenzie Salomon	0000		EFT	01/24/2023	1049		62321	65359	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43100		GRTSHD	PROSERVICE		37.00				
	2 15029900 43100		COVIDFEMA	PROSERVICE		333.00				
							370.00			
						CHECK TOTAL	370.00			
2105	Marissa Deckert	0000		INV	12/22/2022	M Deckert IPRA 2022		62105	65135	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43200		GenParks	COMMTRANS		94.00				
							94.00			
						CHECK TOTAL	94.00			
3563	Mark R Caster	0000		INV	01/06/2023	62102		62102	65132	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		320.00				
							320.00			
						CHECK TOTAL	320.00			
253	Martin Marietta Mater	0000		EFT	01/12/2023	37681303		61790	64805	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTRT	OPERSUP		685.22				
							685.22			
253	Martin Marietta Mater	0000		EFT	01/13/2023	37708322		62051	65080	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		903.01				
							903.01			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	1,588.23				
3606	Mary E Goetz	0000		INV	01/24/2023	62456		62456	65498		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900	Sew		USERFEES		54.42					
							54.42				
						CHECK TOTAL	54.42				
3598	MASCARI, BARBARA	0000		INV	01/24/2023	62448		62448	65488		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900	Sew		USERFEES		31.00					
	2 60600000 34900	Sew		USERFEES		28.84					
							59.84				
						CHECK TOTAL	59.84				
3581	Matchbook Creative In	0000	22300089	EFT	01/03/2023	2296		62750	65807		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100	GenPR		PROSERVICE		2,500.00					
							2,500.00				
						CHECK TOTAL	2,500.00				
3632	Matt & Deborah Britt	0000		INV	01/24/2023	62482		62482	65526		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900	Sew		USERFEES		62.09					
							62.09				
						CHECK TOTAL	62.09				
3619	Matthew Moat	0000		INV	01/24/2023	62469		62469	65512		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900	Sew		USERFEES		79.65					
							79.65				
						CHECK TOTAL	79.65				
2710	MCCI LLC	0000	22201264	EFT	01/29/2023	NE11198		61708	64716		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100	GenBSG		PROSERVICE		9,962.43					
							9,962.43				
						CHECK TOTAL	9,962.43				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2236	McKesson Medical-Surg	0000		EFT	01/19/2023	50580666		62299	65337	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		196.91				
							196.91			
2236	McKesson Medical-Surg	0000		EFT	01/19/2023	50580916		62300	65338	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		1,349.94				
							1,349.94			
2236	McKesson Medical-Surg	0000		EFT	01/19/2023	50583452		62301	65339	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		133.06				
							133.06			
2236	McKesson Medical-Surg	0000		EFT	02/10/2023	51268056		62631	65685	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		560.84				
							560.84			
						CHECK TOTAL	2,240.75			
232	McMaster-Carr Supply	0000		EFT	02/09/2023	90690369		62408	65447	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		126.09				
							126.09			
232	McMaster-Carr Supply	0000		EFT	02/11/2023	90939911		62414	65453	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		20.08				
							20.08			
232	McMaster-Carr Supply	0000		EFT	02/17/2023	91163190		62714	65770	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		109.06				
							109.06			
232	McMaster-Carr Supply	0000		EFT	02/04/2023	90532958		62741	65799	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		52.64				
							52.64			
232	McMaster-Carr Supply	0000		EFT	02/04/2023	90541385		62742	65800	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		87.17				

Report generated: 01/20/2023 10:39:49
 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							87.17			
						CHECK TOTAL	395.04			
2743	Med-Bill Corporation	0000	22200013	EFT	01/30/2023	MB-8098		61962	64986	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE			8,738.92			
							8,738.92			
						CHECK TOTAL	8,738.92			
542	Melissa Kaye Brennema	0000	22200756	EFT	02/09/2023	1272		62638	65692	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606050 43100		SewIT	PROSERVICE			1,904.76			
	2 62606050 43100		SWIT	PROSERVICE			1,495.24			
							3,400.00			
						CHECK TOTAL	3,400.00			
266	Menard Inc	0000		EFT	01/12/2023	53369		61797	64814	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP			17.96			
							17.96			
266	Menard Inc	0000		EFT	01/12/2023	53367		61798	64811	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			168.31			
							168.31			
266	Menard Inc	0000		EFT	01/18/2023	53639		61799	64815	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			143.87			
							143.87			
266	Menard Inc	0000		EFT	01/19/2023	53713		61800	64816	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			191.38			
							191.38			
266	Menard Inc	0000		EFT	01/11/2023	53314		61812	64828	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			20.97			
							20.97			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	01/15/2023	53513		61813	64829		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		20.06					
							20.06				
266	Menard Inc	0000		EFT	01/19/2023	53696		61814	64830		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		20.94					
							20.94				
266	Menard Inc	0000		EFT	12/22/2022	52293		61912	64931		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		36.74					
							36.74				
266	Menard Inc	0000		EFT	12/31/2022	52732		61914	64933		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		53.82					
							53.82				
266	Menard Inc	0000		EFT	01/11/2023	53315		61916	64936		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		179.34					
							179.34				
266	Menard Inc	0000		EFT	01/29/2023	54150		61917	64937		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		40.90					
							40.90				
266	Menard Inc	0000		EFT	01/29/2023	54151		61918	64938		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		526.14					
							526.14				
266	Menard Inc	0000		EFT	02/02/2023	54293		62025	65054		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		63.60					
							63.60				
266	Menard Inc	0000		EFT	01/20/2023	53755		62050	65079		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,429.87					
							1,429.87				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	02/05/2023	54492		62162	65193		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		500.53					
							500.53				
266	Menard Inc	0000		EFT	01/29/2023	54077		62214	65249		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		249.20					
							249.20				
266	Menard Inc	0000		EFT	01/28/2023	54028		62215	65250		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		294.92					
							294.92				
266	Menard Inc	0000		EFT	01/30/2023	54135		62217	65252		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		188.44					
							188.44				
266	Menard Inc	0000		EFT	02/01/2023	54251		62237	65274		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		163.87					
							163.87				
266	Menard Inc	0000		EFT	02/05/2023	54459		62241	65278		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		65.49					
							65.49				
266	Menard Inc	0000		EFT	02/05/2023	54470		62242	65279		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42200		GenExAff	OPERSUP		76.58					
							76.58				
266	Menard Inc	0000		EFT	01/27/2023	54036		62248	65285		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		287.59					
							287.59				
266	Menard Inc	0000		EFT	02/04/2023	54409		62289	65327		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		12.74					
							12.74				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	02/08/2023	54575		62537	65581		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		27.92					
						CHECK TOTAL	27.92				
							4,781.18				
251	Metal Man LLC	0000		EFT	01/19/2023	1027916		61815	64831		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		113.76					
						CHECK TOTAL	113.76				
251	Metal Man LLC	0000		EFT	02/10/2023	1028410		62410	65449		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		205.24					
						CHECK TOTAL	205.24				
							319.00				
3589	Michelle Marie Feeney	0000		EFT	02/17/2023	011723MF		62558	65602		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE		5,750.00					
						CHECK TOTAL	5,750.00				
							5,750.00				
233	Mid-State Truck Equip	0000		EFT	01/10/2023	122304		62044	65073		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		703.99					
						CHECK TOTAL	703.99				
							703.99				
3288	Midwest Fiber Holding	0000	22200627	EFT	01/30/2023	E-2301011692097		61724	64735		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		1,372.00					
	2 10106050 43100		GenIT	PROSERVICE		850.00					
						CHECK TOTAL	2,222.00				
							2,222.00				
257	Midwest Garage Door S	0000	22300049	EFT	01/23/2023	28412		62402	65440		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		2,090.50					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
257	Midwest Garage Door S	0000		EFT	01/11/2023	28233	2,090.50	62409	65448	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			340.00			
257	Midwest Garage Door S	0000		EFT	01/18/2023	28330	340.00	62412	65451	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			1,236.00			
						CHECK TOTAL	1,236.00			
							3,666.50			
3622	Mike Conley	0000		INV	01/24/2023	62472		62472	65515	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			39.85			
						CHECK TOTAL	39.85			
							39.85			
331	Milestone Contractors	0000		EFT	01/13/2023	153368		62495	65535	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTR	TOPERSUP			1,681.99			
						CHECK TOTAL	1,681.99			
							1,681.99			
2252	Millers Towing and Tr	0000		EFT	01/19/2023	168420		62006	65033	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE			378.00			
2252	Millers Towing and Tr	0000		EFT	07/12/2022	162303	378.00	62030	65059	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			345.00			
2252	Millers Towing and Tr	0000		EFT	07/30/2022	162950	345.00	62031	65060	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			362.25			
						CHECK TOTAL	362.25			
							1,085.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2626	Mountain Glacier LLC	0000		EFT	02/03/2023	0900326760		61921	64941	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			102.80				
							102.80			
						CHECK TOTAL	102.80			
845	Multi Service Technol	0000		EFT	02/02/2023	991-1-56994		61924	64945	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			152.99				
							152.99			
845	Multi Service Technol	0000		EFT	02/02/2023	991-1-56995		62166	65197	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/02/2023	991-1-56999		62168	65199	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/02/2023	991-1-56990		62169	65200	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/02/2023	991-1-57000		62170	65201	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/02/2023	991-1-56996		62171	65202	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/08/2023	991-1-57256		62172	65203	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/08/2023	991-1-57257		62183	65217	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			200.00				
							200.00			

Report generated: 01/20/2023 10:39:49
 User: Carrie Clark (clarkc)
 Program ID: apwarrrt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
845	Multi Service Technol	0000		EFT	02/08/2023	991-1-57263		62209	65244		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	02/08/2023	991-1-57264		62211	65246		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			152.99					
							152.99				
845	Multi Service Technol	0000		EFT	02/08/2023	991-1-57273		62213	65248		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	02/10/2023	991-1-57335		62329	65367		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	02/10/2023	991-1-57336		62330	65368		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	02/09/2023	991-1-57305		62331	65369		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	02/09/2023	991-1-57306		62332	65370		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	02/09/2023	991-1-57304		62333	65371		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	02/09/2023	991-1-57300		62334	65372		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			200.00					
							200.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
845	Multi Service Technol	0000		EFT	01/27/2023	579-1-40203		62347	65385		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	01/11/2023	579-1-39655		62348	65386		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr OPERSUP			199.99					
							199.99				
845	Multi Service Technol	0000		EFT	01/15/2023	991-1-56438		62349	65387		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			197.99					
							197.99				
845	Multi Service Technol	0000		EFT	01/27/2023	579-1-40206		62350	65388		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	01/18/2023	579-1-39916		62351	65389		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr OPERSUP			170.99					
							170.99				
845	Multi Service Technol	0000		EFT	01/27/2023	579-1-40198		62352	65390		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	01/27/2023	579-1-40207		62354	65392		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	01/13/2023	991-1-56374		62355	65393		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			200.00					
							200.00				
845	Multi Service Technol	0000		EFT	01/17/2023	784-1-68335		62356	65394		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr OPERSUP			174.99					
							174.99				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
845	Multi Service Technol	0000		EFT	01/13/2023	579-1-39720		62378	65416	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	01/12/2023	991-1-56338		62379	65417	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		197.99				
							197.99			
845	Multi Service Technol	0000		EFT	01/27/2023	579-1-40205		62380	65418	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	01/18/2023	579-1-39915		62381	65419	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	01/27/2023	991-1-56813		62382	65420	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	02/12/2023	991-1-57428		62587	65635	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		200.00				
							200.00			
						CHECK TOTAL	6,247.93			
845	Multi Service Technol	0000	22201237	EFT	01/19/2023	991-1-56592		61757	64770	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		67.99				
	2 60604010 42200		SewEng	OPERSUP		68.00				
	3 62604010 42200		SWEng	OPERSUP		68.00				
							203.99			
						CHECK TOTAL	203.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
845	Multi Service Technol	0000	22201237	EFT	01/19/2023	579-1-39979		61758	64771	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		68.01				
	2 60604010 42200		SewEng	OPERSUP		67.99				
	3 62604010 42200		SWEng	OPERSUP		67.99				
							203.99			
						CHECK TOTAL	203.99			
845	Multi Service Technol	0000	22201237	EFT	02/10/2023	991-1-57334		62338	65376	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		65.17				
	2 60604010 42200		SewEng	OPERSUP		65.16				
	3 62604010 42200		SWEng	OPERSUP		65.16				
							195.49			
						CHECK TOTAL	195.49			
234	Municipal Emergency S	0000		EFT	01/14/2023	IN1803366		61964	64988	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		162.39				
							162.39			
234	Municipal Emergency S	0000		EFT	02/09/2023	IN1814008		62194	65229	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		922.53				
							922.53			
234	Municipal Emergency S	0000		EFT	02/09/2023	IN1814010		62195	65230	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		30.00				
							30.00			
234	Municipal Emergency S	0000		EFT	02/12/2023	IN1815750		62553	65598	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		140.00				
							140.00			
						CHECK TOTAL	1,254.92			
3596	NACHNANI, TUSHAR	0000		INV	01/24/2023	62446		62446	65486	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		39.79				
	2 60600000 34900		Sew	USERFEES		27.93				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							67.72			
						CHECK TOTAL	67.72			
903	NCH Corporation	0000		EFT	01/10/2023	8067213		62519	65562	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			360.00			
						CHECK TOTAL	360.00			
2716	Nelson & Co LLC	0000		EFT	01/13/2023	SI-133293		61773	64787	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			379.05			
						CHECK TOTAL	379.05			
2716	Nelson & Co LLC	0000		EFT	02/02/2023	SI-133814		61780	64794	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			560.00			
						CHECK TOTAL	560.00			
2716	Nelson & Co LLC	0000		EFT	01/12/2023	SI-133384		61793	64809	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			42.70			
						CHECK TOTAL	42.70			
2716	Nelson & Co LLC	0000		EFT	02/12/2023	SI-134178		62609	65658	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			36.19			
						CHECK TOTAL	36.19			
2716	Nelson & Co LLC	0000		EFT	02/03/2023	SI-134269		62628	65682	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			714.00			
						CHECK TOTAL	714.00			
2716	Nelson & Co LLC	0000		EFT	02/17/2023	SI-134309		62792	65912	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			85.28			
						CHECK TOTAL	85.28			
						CHECK TOTAL	1,817.22			
327	Nelson Alarm Inc.	0000		INV	01/21/2023	23010579		61729	64740	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			147.00			

Report generated: 01/20/2023 10:39:49
 User: Carrie Clark (clarkc)
 Program ID: apwarrrt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
327	Nelson Alarm Inc.	0000		INV	01/21/2023	23010549	147.00	61739	64750		
	ACCOUNT DETAIL					LINE AMOUNT					
1	10106050 43100		GenIT	PROSERVICE			1,213.00				
327	Nelson Alarm Inc.	0000		INV	01/21/2023	23010062	1,213.00	62098	65128		
	ACCOUNT DETAIL					LINE AMOUNT					
1	60609014 43100		SewPWWater	PROSERVICE			420.00				
327	Nelson Alarm Inc.	0000		INV	01/21/2023	23011222	420.00	62635	65689		
	ACCOUNT DETAIL					LINE AMOUNT					
1	10106050 43100		GenIT	PROSERVICE			150.00				
	CHECK TOTAL						1,930.00				
3313	Nova Healthcare IN LL	0000		EFT	01/05/2023	000002184669		61776	64790		
	ACCOUNT DETAIL					LINE AMOUNT					
1	10108015 43100		GenPDSpprt	PROSERVICE			950.00				
3313	Nova Healthcare IN LL	0000		EFT	01/04/2023	000002181846	950.00	62032	65061		
	ACCOUNT DETAIL					LINE AMOUNT					
1	10109013 43100		GenPWParks	PROSERVICE			198.00				
3313	Nova Healthcare IN LL	0000		EFT	02/04/2023	000002206831	198.00	62743	65801		
	ACCOUNT DETAIL					LINE AMOUNT					
1	20109011 43100		MVHPWStr	PROSERVICE			99.00				
	CHECK TOTAL						1,247.00				
335	Office Three Sixty In	0000		EFT	01/19/2023	2466621		62185	65220		
	ACCOUNT DETAIL					LINE AMOUNT					
1	21205058 42200		CHD	OPERSUP			399.28				
335	Office Three Sixty In	0000		EFT	02/04/2023	2476314	399.28	62618	65670		
	ACCOUNT DETAIL					LINE AMOUNT					
1	10108015 42200		GenPDSpprt	OPERSUP			173.96				
							173.96				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
335	Office Three Sixty In	0000		EFT	02/02/2023	2473182		62689	65745		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		59.95					
							59.95				
						CHECK TOTAL	633.19				
601	Om Guru Inc	0000		EFT	01/30/2023	11		62026	65055		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		372.24					
							372.24				
						CHECK TOTAL	372.24				
99997	Dauda Ishola-Gebnla	0000		INV	12/08/2022	Gebnla 47051978		61786	64801		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43901		GenParks	REFUNDS		450.00					
							450.00				
						CHECK TOTAL	450.00				
347	Otis Elevator Company	0000		EFT	01/01/2023	100400999664		61841	64857		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		762.21					
							762.21				
347	Otis Elevator Company	0000		EFT	01/01/2023	100400999777		61846	64863		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		498.00					
							498.00				
347	Otis Elevator Company	0000		EFT	01/01/2023	100401000030		61849	64866		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		61.87					
							61.87				
						CHECK TOTAL	1,322.08				
3620	Pablo & Evelyn Pachec	0000		INV	01/24/2023	62470		62470	65513		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.81					
							39.81				
						CHECK TOTAL	39.81				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
391	Padgett Construction,			0000	22201066	EFT	01/21/2023	499		62538	65582	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20209011	43100		LRSPWSTRT PROSERVICE			91,425.00	91,425.00			
391	Padgett Construction,			0000	22200937	EFT	01/21/2023	498		62573	65620	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20209011	43100		LRSPWSTRT PROSERVICE			8,725.00	8,725.00			
								CHECK TOTAL	100,150.00			
1272	Pediatric Emergency S			0000	22300031	EFT	01/28/2023	INV-6801		62199	65234	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	43100		GenEMS	PROSERVICE		3,879.75	3,879.75			
								CHECK TOTAL	3,879.75			
526	Penn Care Inc			0000		EFT	01/14/2023	M83842		61967	64991	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP		11.43	11.43			
								CHECK TOTAL	11.43			
360	Pitney Bowes, Inc.			0000		EFT	02/06/2023	3316874541		62617	65669	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10101011	43100		GenMayorOf	PROSERVICE		838.14	838.14			
								CHECK TOTAL	838.14			
366	Plumbers Supply Compa			0000		EFT	02/25/2023	90361780		62723	65780	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	42200		GenPWBuild	OPERSUP		110.96	110.96			
366	Plumbers Supply Compa			0000		EFT	02/25/2023	90361783		62727	65784	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	42200		GenPWBuild	OPERSUP		248.75	248.75			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
366	Plumbers Supply Compa	0000		EFT	02/25/2023	90363883		62728	65785	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		85.78				
							85.78			
						CHECK TOTAL	445.49			
378	PowerDMS Inc	0000	22300035	EFT	01/22/2023	INV-29039		62291	65329	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		7,340.19				
							7,340.19			
						CHECK TOTAL	7,340.19			
3328	Proveli LLC	0000		EFT	01/15/2023	50891		62048	65077	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		254.88				
							254.88			
3328	Proveli LLC	0000		EFT	01/21/2023	51162		62049	65078	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		500.72				
							500.72			
3328	Proveli LLC	0000		EFT	01/08/2023	50320		62417	65456	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		730.40				
							730.40			
						CHECK TOTAL	1,486.00			
375	PTR, Inc.	0000		EFT	01/18/2023	155274		62509	65552	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		481.14				
							481.14			
						CHECK TOTAL	481.14			
374	PVS Nolwood Chemicals	0000	22201015	EFT	01/21/2023	781816		61845	64862	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		9,682.56				
	2 60609014 42200		SewPWWater	OPERSUP		483.73				
							10,166.29			
						CHECK TOTAL	10,166.29			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
429	Ray's Trash Service,	0000		EFT	02/01/2023	0008311351		62151	65181	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		656.25				
							656.25			
429	Ray's Trash Service,	0000		EFT	02/01/2023	0008320760		62152	65182	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		77.00				
							77.00			
429	Ray's Trash Service,	0000	22300051	EFT	02/01/2023	0008289512		62398	65436	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		2,132.13				
							2,132.13			
						CHECK TOTAL	2,865.38			
433	RCS Contractor Suppli	0000		EFT	01/29/2023	1-524972		62415	65454	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		51.24				
							51.24			
433	RCS Contractor Suppli	0000		EFT	02/05/2023	1-525081		62745	65803	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		1,402.50				
							1,402.50			
						CHECK TOTAL	1,453.74			
805	Republic Services of	0000		EFT	01/20/2023	0761-005857884		62275	65312	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		681.65				
							681.65			
805	Republic Services of	0000	22300022	EFT	01/14/2023	0761-005849822		62504	65547	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		3,884.14				
							3,884.14			
805	Republic Services of	0000		EFT	12/20/2022	0761-005821723		62520	65563	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		198.01				
							198.01			
						CHECK TOTAL	4,763.80			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
422	Reynolds Farm Equipme	0000		EFT	01/22/2023	P95217		62497	65540	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		191.76				
							191.76			
						CHECK TOTAL	191.76			
3614	Robert & Sandra Lehne	0000		INV	01/24/2023	62464		62464	65507	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		45.11				
							45.11			
						CHECK TOTAL	45.11			
3595	Robert M. Demlow	0000		INV	01/24/2023	62445		62445	65485	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		79.58				
	2 60600000 34900		Sew	USERFEES		6.65				
							86.23			
						CHECK TOTAL	86.23			
440	RQAW Corporation	0000		EFT	01/30/2023	123122-8		62340	65378	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTEN	PROSERVICE		1,600.00				
							1,600.00			
						CHECK TOTAL	1,600.00			
440	RQAW Corporation	0000		EFT	01/30/2023	123122-9		62341	65379	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTEN	PROSERVICE		800.00				
							800.00			
						CHECK TOTAL	800.00			
440	RQAW Corporation	0000		EFT	01/30/2023	123122-10		62342	65380	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTEN	PROSERVICE		1,600.00				
							1,600.00			
						CHECK TOTAL	1,600.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3627	Ryan Castetter			0000		INV	01/24/2023	62477		62477	65520	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES			108.76			
									108.76			
								CHECK TOTAL	108.76			
3592	Safe Haven Baby Boxes			0000		EFT	01/28/2023	10		62552	65597	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105011	43100		GenFireAdm	PROSERVICE			300.00			
									300.00			
								CHECK TOTAL	300.00			
3603	Sam Abdelmalek			0000		INV	01/24/2023	62453		62453	65494	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES			63.73			
									63.73			
								CHECK TOTAL	63.73			
3609	Shaena Gardner			0000		INV	01/24/2023	62459		62459	65501	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES			53.09			
									53.09			
								CHECK TOTAL	53.09			
3550	Shambaugh & Son LP			0000	22300043	EFT	11/29/2022	18073019		62345	65383	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			2,009.00			
									2,009.00			
3550	Shambaugh & Son LP			0000	22300043	EFT	11/29/2022	18237351		62346	65384	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			3,250.00			
									3,250.00			
								CHECK TOTAL	5,259.00			
466	Sharp Printing Servic			0000		EFT	01/20/2023	95601		61802	64818	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	42200		GenParks	OPERSUP			80.00			
									80.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
466	Sharp Printing Servic	0000		EFT	01/30/2023	95635		62615	65667	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101014 43100		GenEcon	PROSERVICE		85.00				
							85.00			
						CHECK TOTAL	165.00			
466	Sharp Printing Servic	0000		EFT	01/29/2023	95683		62680	65736	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		40.00				
	2 60604010 42200		SewEng	OPERSUP		40.00				
							80.00			
						CHECK TOTAL	80.00			
3590	Shaunte Lewis	0000		EFT	02/17/2023	011723SL		62560	65605	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		4,000.00				
							4,000.00			
						CHECK TOTAL	4,000.00			
477	Shelby Gravel Inc	0000	22200124	EFT	01/31/2023	793722		62712	65768	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		5,861.34				
							5,861.34			
						CHECK TOTAL	5,861.34			
1424	Smartsheet Inc	0000	22300062	EFT	01/26/2023	INV1114335		62654	65709	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		47,709.80				
							47,709.80			
						CHECK TOTAL	47,709.80			
1523	Ann Smith	0000		INV	12/10/2022	62192		62192	65227	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43200		GenFireAdm	COMMTRANS		129.00				
							129.00			
						CHECK TOTAL	129.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2372	Smyrna Ready Mix Conc	0000		EFT	01/07/2023	1020323353		62204	65239		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,192.00					
						CHECK TOTAL	1,192.00				
							1,192.00				
3350	SPF 15 Inc	0000		EFT	02/01/2023	02/23 Rent		62594	65643		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 43510000 43700		THBC	RENTALS		7,391.25					
						CHECK TOTAL	7,391.25				
							7,391.25				
3577	Splashtop Inc.	0000	22300019	EFT	12/29/2022	stEC2212293		61740	64752		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		2,250.00					
						CHECK TOTAL	2,250.00				
							2,250.00				
2114	St Vincent Health, We	0000		EFT	01/19/2023	20-39965		61781	64795		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,521.04					
							1,521.04				
2114	St Vincent Health, We	0000		EFT	01/19/2023	20-39966		61782	64797		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,521.04					
							1,521.04				
2114	St Vincent Health, We	0000		EFT	01/14/2023	20-39962		61783	64798		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,521.04					
							1,521.04				
2114	St Vincent Health, We	0000		EFT	01/18/2023	20-39967		61784	64799		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,521.04					
							1,521.04				
2114	St Vincent Health, We	0000		EFT	01/15/2023	20-39964		61787	64802		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,521.04					
							1,521.04				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2114	St Vincent Health, We	0000		EFT	02/03/2023	20-40065		61843	64860	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,521.04				
							1,521.04			
2114	St Vincent Health, We	0000		EFT	01/28/2023	20-40009		61865	64883	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,521.04				
							1,521.04			
2114	St Vincent Health, We	0000	22200703	EFT	01/28/2023	20-40006		61969	64993	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		9,968.81				
							9,968.81			
2114	St Vincent Health, We	0000		EFT	01/28/2023	20-40007		61971	64996	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		1,036.56				
							1,036.56			
2114	St Vincent Health, We	0000	22201073	EFT	01/28/2023	20-40008		61972	64997	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		2,002.29				
	2 10105011 43100		GenFireAdm	PROSERVICE		359.70				
							2,361.99			
						CHECK TOTAL	24,014.64			
473	State Safety & Compli	0000		EFT	01/21/2023	10714179		62136	65166	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		788.40				
							788.40			
						CHECK TOTAL	788.40			
3599	STEARLEY, MICHAEL J	0000		INV	01/24/2023	62449		62449	65489	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		42.33				
							42.33			
						CHECK TOTAL	42.33			
2339	Stephanie Perry	0000		INV	01/24/2023	11922		62499	65542	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43200		GenPR	COMMTRANS		16.94				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							16.94			
						CHECK TOTAL	16.94			
460	Stericycle, Inc.	0000		EFT	01/31/2023	4011435587		61863	64881	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43100		GenInvstgt	PROSERVICE			128.94			
							128.94			
						CHECK TOTAL	128.94			
460	Stericycle, Inc.	0000		EFT	12/31/2022	4011366312		61866	64884	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43100		GenInvstgt	PROSERVICE			128.94			
							128.94			
						CHECK TOTAL	128.94			
460	Stericycle, Inc.	0000		EFT	01/15/2023	4011498601		61910	64930	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE			79.95			
							79.95			
						CHECK TOTAL	79.95			
2878	Sterling Infosystems	0000		EFT	01/30/2023	9240101		62746	65804	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43100		GenHR	PROSERVICE			30.00			
							30.00			
						CHECK TOTAL	30.00			
504	Straeffer Pump & Supp	0000		EFT	02/10/2023	37616		62505	65548	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				577.84			
							577.84			
						CHECK TOTAL	577.84			
558	Stryker Sales Corpora	0000	22200956	EFT	01/11/2023	3984336M		61978	65005	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP			9,292.19			
	2 10105013 42200		GenLogist	OPERSUP			1,900.00			
							11,192.19			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	11,192.19				
507	Sunbelt Rentals Inc	0000		EFT	01/24/2023	125292377-0009		62208	65243		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE				212.50				
							212.50				
507	Sunbelt Rentals Inc	0000		EFT	12/26/2022	125292377-0008		62522	65565		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks PROSERVICE				212.50				
							212.50				
						CHECK TOTAL	425.00				
3067	Supporting Heroes Inc	0000		EFT	01/31/2023	62793		62793	65913		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm PROSERVICE				250.00				
							250.00				
						CHECK TOTAL	250.00				
3047	Sweetwater Sound Hold	0000	22300011	EFT	01/01/2023	34505934		62636	65690		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT OPERSUP				1,597.69				
							1,597.69				
						CHECK TOTAL	1,597.69				
3628	Taja Graham	0000		INV	01/24/2023	62478		62478	65521		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew USERFEES				39.85				
							39.85				
						CHECK TOTAL	39.85				
3019	Taylor Systems LLC	0000		EFT	02/15/2023	101418		62637	65691		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT OPERSUP				448.55				
							448.55				
						CHECK TOTAL	448.55				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3574	Tech Data Corporation		0000	22300014	EFT	02/16/2023	5126540A		62632	65686	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		1,973.34				
	2	60606050 43100		SewIT	PROSERVICE		468.25				
	3	62606050 43100		SWIT	PROSERVICE		903.05				
								3,344.64			
							CHECK TOTAL	3,344.64			
2268	Teleflex LLC		0000		EFT	01/07/2023	9506337917		61919	64939	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		562.50				
								562.50			
2268	Teleflex LLC		0000		EFT	01/13/2023	9506361593		61920	64940	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		612.50				
								612.50			
2268	Teleflex LLC		0000		EFT	02/02/2023	9506437293		62156	65187	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		658.56				
								658.56			
2268	Teleflex LLC		0000		EFT	02/02/2023	9506437295		62157	65188	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 42200		GenEMS	OPERSUP		302.94				
								302.94			
							CHECK TOTAL	2,136.50			
3591	The Forgiving Sea Pro		0000		EFT	02/17/2023	011723FSP		62562	65607	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10103012 43100		GenPZ	PROSERVICE		7,500.00				
								7,500.00			
							CHECK TOTAL	7,500.00			
47	The Hoosier Company I		0000		EFT	01/19/2023	14813		62758	65817	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 43100		MVHPWStr	PROSERVICE		500.00				
								500.00			
							CHECK TOTAL	500.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
282	The Mailing Station,		0000		EFT	01/21/2023	162528		61769	64782	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 43100			GenPDSpprt	PROSERVICE			35.63			
								35.63			
282	The Mailing Station,		0000		EFT	01/16/2023	162272		61770	64783	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 43100			GenPDSpprt	PROSERVICE			37.54			
								37.54			
282	The Mailing Station,		0000		EFT	01/28/2023	162611		61772	64786	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 43100			GenPDSpprt	PROSERVICE			46.77			
								46.77			
282	The Mailing Station,		0000		EFT	02/03/2023	162746		61825	64842	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 43100			GenPDSpprt	PROSERVICE			21.29			
								21.29			
							CHECK TOTAL	141.23			
572	The Sherwin-Williams		0000		EFT	01/20/2023	9788-2		62514	65557	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP			50.90			
								50.90			
							CHECK TOTAL	50.90			
3612	THOMPSON, TINA R.		0000		INV	01/24/2023	62462		62462	65505	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60600000 34900			Sew	USERFEES			125.45			
								125.45			
							CHECK TOTAL	125.45			
551	TI Emblem LLC		0000		EFT	02/08/2023	0011501		62626	65679	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108012 42200			GenPatrol	OPERSUP			487.50			
								487.50			
							CHECK TOTAL	487.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2707	TouchPhrase Developme	0000	22300066	EFT	01/26/2023	JULOTA22-1028		62788	65907	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		13,992.50				
						13,992.50				
						CHECK TOTAL	13,992.50			
3579	Town of Fortville	0000		INV	12/21/2022	100		61735	64745	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		13,779.54				
						13,779.54				
						CHECK TOTAL	13,779.54			
182	Traffic Control Corp	0000	22101162	EFT	01/27/2023	140744		61771	64784	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP		1,808.00				
						1,808.00				
						CHECK TOTAL	1,808.00			
58	Uline Inc	0000		EFT	11/09/2022	154920468		62052	65081	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuid	OPERSUP		1,799.92				
						1,799.92				
58	Uline Inc	0000		EFT	12/21/2022	156710239		62053	65082	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuid	OPERSUP		1,932.91				
						1,932.91				
58	Uline Inc	0000		EFT	12/22/2022	156750264		62054	65083	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuid	OPERSUP		616.91				
						616.91				
58	Uline Inc	0000		EFT	11/12/2022	155141886		62055	65084	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuid	OPERSUP		220.08				
						220.08				
58	Uline Inc	0000		EFT	11/13/2022	155178916		62056	65085	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuid	OPERSUP		489.40				
						489.40				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
58	Uline Inc		0000		EFT	11/13/2022	155189007		62057	65086	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		1,661.93	1,661.93			
58	Uline Inc		0000		EFT	12/29/2022	156949996		62058	65087	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		151.25	151.25			
58	Uline Inc		0000		EFT	01/21/2023	157952220		62212	65247	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		254.48	254.48			
58	Uline Inc		0000	22300056	EFT	01/21/2023	157929535		62650	65705	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		2,367.94	2,367.94			
							CHECK TOTAL	9,494.82			
3625	Umer & Sandy Farooq		0000		INV	01/24/2023	62475		62475	65518	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		79.65	79.65			
							CHECK TOTAL	79.65			
1871	UrbanEco Properties L		0001		EFT	02/01/2023	2/23 Rent		62597	65646	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	24601010 43100		CertTechAd	PROSERVICE		14,634.86	14,634.86			
							CHECK TOTAL	14,634.86			
614	Van Ausdall & Farrar		0000	22200755	EFT	12/30/2022	550015		61746	64757	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		57.79				
	2	60606050 43100		SewIT	PROSERVICE		0.00	57.79			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
614	Van Ausdall & Farrar			0000	22200755	EFT	01/31/2023	81441		61756	64769	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			4,337.01			
	2	62606050	43100		SWIT	PROSERVICE			481.00			
	3	10106050	43100		GenIT	PROSERVICE			1,469.68			
	4	62606050	43100		SWIT	PROSERVICE			3.99			
									6,291.68			
614	Van Ausdall & Farrar			0000	22300018	EFT	01/20/2023	552155		62643	65698	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			2,308.46			
	2	62606050	43100		SWIT	PROSERVICE			43.74			
									2,352.20			
614	Van Ausdall & Farrar			0000	22300018	EFT	01/22/2023	552801		62644	65699	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			689.96			
	2	62606050	43100		SWIT	PROSERVICE			0.00			
									689.96			
614	Van Ausdall & Farrar			0000	22300018	EFT	01/22/2023	552802		62645	65700	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			28.88			
	2	62606050	43100		SWIT	PROSERVICE			0.00			
									28.88			
									CHECK TOTAL	9,420.51		
2789	Verizon Communication			0000	22201115	EFT	01/15/2023	9923654422		62761	65880	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			1,994.57			
	2	10106050	43100		GenIT	PROSERVICE			2,430.81			
									4,425.38			
2789	Verizon Communication			0000	22201115	EFT	01/15/2023	9923751232		62762	65881	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			270.09			
	2	10106050	43100		GenIT	PROSERVICE			930.31			
									1,200.40			
2789	Verizon Communication			0000		EFT	01/15/2023	9923707886		62763	65882	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21205058	43100		CHD	PROSERVICE			440.71			
	2	27155058	43100		HDVFC	PROSERVICE			221.61			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2789	Verizon Communication	0000	22201115	EFT	01/15/2023	9923665717	662.32	62764	65883		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			834.43				
2789	Verizon Communication	0000	22201115	EFT	01/15/2023	9923728796	834.43	62765	65884		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			982.73				
2789	Verizon Communication	0000	22201115	EFT	01/15/2023	9923762323	982.73	62766	65885		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			596.58				
2789	Verizon Communication	0000	22201115	EFT	01/15/2023	9923714141	596.58	62767	65886		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606050 43100		SewIT	PROSERVICE			2,016.45				
2789	Verizon Communication	0000	22201115	EFT	01/15/2023	9923712596	2,016.45	62768	65887		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606050 43100		SWIT	PROSERVICE			1,755.41				
2789	Verizon Communication	0000	22201115	EFT	01/15/2023	9923698450	1,755.41	62769	65888		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			456.61				
2789	Verizon Communication	0000	22201115	EFT	01/15/2023	9923714190	456.61	62770	65889		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			205.13				
						CHECK TOTAL	13,135.44				
616	Vermeer of Indiana In	0000	22300034	EFT	01/27/2023	S30727		62161	65192		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE			3,182.07				
						CHECK TOTAL	3,182.07				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3624	Virginia Nider			0000		INV	01/24/2023	62474		62474	65517	
	ACCOUNT DETAIL						LINE AMOUNT					
	1	60600000	34900		Sew	USERFEES						
									39.80			
								CHECK TOTAL	39.80			
617	Vision Marketing Pass			0000		EFT	02/06/2023	1991		62158	65189	
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10105015	42231		GenSafeTr	UNIFORMS						
									221.40			
								CHECK TOTAL	221.40			
2813	Visionary Cove LLC			0000		EFT	02/01/2023	02/23 Rent		62596	65645	
	ACCOUNT DETAIL						LINE AMOUNT					
	1	24601010	43100		CertTechAd	PROSERVICE						
									59,293.00			
								CHECK TOTAL	59,293.00			
398	Warrens Turf			0000		EFT	01/16/2023	194718		61982	65008	
	ACCOUNT DETAIL						LINE AMOUNT					
	1	20109011	42200		MVHPWStr	OPERSUP						
									44.95			
398	Warrens Turf			0000		EFT	02/05/2023	194857		62651	65706	
	ACCOUNT DETAIL						LINE AMOUNT					
	1	20209011	42200		LRSPWSTR	OPERSUP						
									39.00			
								CHECK TOTAL	83.95			
2380	Whites Ace Hardware F			0000		EFT	11/07/2022	37366908		61788	64803	
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10108015	42200		GenPDSprpt	OPERSUP						
									32.49			
2380	Whites Ace Hardware F			0000		EFT	01/29/2023	37391925		61851	64869	
	ACCOUNT DETAIL						LINE AMOUNT					
	1	62609014	42200		SWPWWater	OPERSUP						
									12.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2380	Whites Ace Hardware F	0000		EFT	01/19/2023	37388904		62045	65074	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		38.97				
							38.97			
2380	Whites Ace Hardware F	0000		EFT	02/09/2023	37394132		62407	65446	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		15.96				
							15.96			
2380	Whites Ace Hardware F	0000		EFT	02/03/2023	37393016		62667	65723	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		13.99				
							13.99			
						CHECK TOTAL	114.40			
3623	Whitney Lessem	0000		INV	01/24/2023	62473		62473	65516	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		39.83				
							39.83			
						CHECK TOTAL	39.83			
2737	Wild Ridge Lawn & Lan	0000	22200125	EFT	01/30/2023	30118		61820	64836	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		22,281.48				
							22,281.48			
						CHECK TOTAL	22,281.48			
3611	William Gray	0000		INV	01/24/2023	62461		62461	65504	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		66.40				
							66.40			
						CHECK TOTAL	66.40			
2159	Williams Creek Manage	0000	22201128	EFT	01/20/2023	WCMC22503		61826	64843	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		1,610.00				
							1,610.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2159	Williams Creek Manage	0000	22201128	EFT	01/20/2023	WCMC22502		61827	64844		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		7,055.00					
							7,055.00				
						CHECK TOTAL	8,665.00				
3616	WOOLLEY, RACHEL	0000		INV	01/24/2023	62466		62466	65509		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		30.98					
							30.98				
						CHECK TOTAL	30.98				
204	Workplace Services Co	0000	22300086	EFT	02/01/2023	LSE1235-IN		62751	65809		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		2,932.20					
							2,932.20				
						CHECK TOTAL	2,932.20				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782911		61779	64793		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		10.88					
							10.88				
1309	WW Grainger Inc	0000		EFT	01/14/2023	9545811599		61806	64822		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		49.82					
							49.82				
1309	WW Grainger Inc	0000		EFT	01/15/2023	9547752031		61807	64823		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		138.84					
							138.84				
1309	WW Grainger Inc	0000		EFT	01/18/2023	9549311422		61809	64825		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		19.92					
							19.92				
1309	WW Grainger Inc	0000		EFT	01/19/2023	9549974286		61810	64826		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		-19.92					
							-19.92				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	01/15/2023	9547752049		61811	64827		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			19.11					
							19.11				
1309	WW Grainger Inc	0000		EFT	01/18/2023	9549311430		61816	64832		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			163.56					
							163.56				
1309	WW Grainger Inc	0000		EFT	01/20/2023	9551844674		61822	64839		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			21.46					
							21.46				
1309	WW Grainger Inc	0000		EFT	01/29/2023	9558768702		61833	64850		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			39.52					
							39.52				
1309	WW Grainger Inc	0000		EFT	01/29/2023	9558768751		61834	64851		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			223.12					
							223.12				
1309	WW Grainger Inc	0000		EFT	01/11/2023	9541167947		61901	64920		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist OPERSUP			90.96					
							90.96				
1309	WW Grainger Inc	0000		EFT	01/11/2023	9541167954		61902	64921		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist OPERSUP			165.29					
							165.29				
1309	WW Grainger Inc	0000		EFT	01/11/2023	9541234762		61903	64922		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist OPERSUP			137.66					
							137.66				
1309	WW Grainger Inc	0000		EFT	01/11/2023	9542030433		61904	64923		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist OPERSUP			30.44					
							30.44				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	01/11/2023	9542030441		61905	64924	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		93.76	93.76			
1309	WW Grainger Inc	0000		EFT	01/11/2023	9542336475		61906	64925	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		66.60	66.60			
1309	WW Grainger Inc	0000		EFT	01/12/2023	9543870886		61907	64926	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		120.09	120.09			
1309	WW Grainger Inc	0000		EFT	01/13/2023	9544485304		61908	64928	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		319.04	319.04			
1309	WW Grainger Inc	0000		EFT	01/11/2023	9541966959		61909	64929	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		426.56	426.56			
1309	WW Grainger Inc	0000		EFT	01/11/2023	9541647914		62013	65041	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTR	OPERSUP		267.98	267.98			
1309	WW Grainger Inc	0000		EFT	01/11/2023	9541647922		62014	65042	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		87.66	87.66			
1309	WW Grainger Inc	0000		EFT	01/11/2023	9541647930		62015	65043	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		83.64	83.64			
1309	WW Grainger Inc	0000		EFT	01/26/2023	9555480681		62019	65047	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		53.92	53.92			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	01/26/2023	9555526871		62020	65048	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		15.80	15.80			
1309	WW Grainger Inc	0000		EFT	01/26/2023	9555568766		62021	65049	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		491.94	491.94			
1309	WW Grainger Inc	0000		EFT	01/26/2023	9555916973		62022	65050	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		563.30	563.30			
1309	WW Grainger Inc	0000		EFT	01/28/2023	9558179538		62023	65051	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		312.78	312.78			
1309	WW Grainger Inc	0000		EFT	01/11/2023	9541647955		62060	65090	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		15.98	15.98			
1309	WW Grainger Inc	0000		EFT	01/12/2023	9543346044		62063	65093	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		1,081.45	1,081.45			
1309	WW Grainger Inc	0000		EFT	01/13/2023	9544750400		62066	65096	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		1,233.80	1,233.80			
1309	WW Grainger Inc	0000		EFT	01/13/2023	9544750418		62068	65098	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		413.74	413.74			
1309	WW Grainger Inc	0000		EFT	01/13/2023	9544750426		62069	65099	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		544.86	544.86			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	01/13/2023	9544750434		62070	65100		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,233.80	1,233.80				
1309	WW Grainger Inc	0000		EFT	01/20/2023	9551844666		62078	65108		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		24.16	24.16				
1309	WW Grainger Inc	0000		EFT	01/20/2023	9551844682		62079	65109		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		22.15	22.15				
1309	WW Grainger Inc	0000		EFT	01/20/2023	9551844690		62080	65110		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		8.68	8.68				
1309	WW Grainger Inc	0000		EFT	01/20/2023	9551844708		62081	65111		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		65.48	65.48				
1309	WW Grainger Inc	0000		EFT	01/20/2023	9551844716		62082	65112		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		96.20	96.20				
1309	WW Grainger Inc	0000		EFT	01/20/2023	9551844724		62083	65113		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		64.50	64.50				
1309	WW Grainger Inc	0000		EFT	01/21/2023	9553223620		62089	65119		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		229.68	229.68				
1309	WW Grainger Inc	0000		EFT	01/21/2023	9553223638		62090	65120		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		78.55	78.55				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782887		62091	65121		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		158.12	158.12				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782903		62094	65124		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,233.80	1,233.80				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782929		62095	65125		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		70.92	70.92				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782937		62096	65126		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		402.55	402.55				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782945		62097	65127		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		54.40	54.40				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782952		62099	65129		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		63.24	63.24				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782960		62100	65130		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		247.44	247.44				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9556782986		62107	65137		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		371.88	371.88				
1309	WW Grainger Inc	0000		EFT	01/27/2023	9557045771		62108	65138		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		195.16	195.16				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	01/28/2023	9557847135		62109	65139		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		518.44	518.44				
1309	WW Grainger Inc	0000		EFT	01/28/2023	9557847143		62110	65140		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		22.80	22.80				
1309	WW Grainger Inc	0000		EFT	01/28/2023	9557847150		62111	65141		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		53.28	53.28				
1309	WW Grainger Inc	0000		EFT	01/28/2023	9557847168		62112	65142		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		661.26	661.26				
1309	WW Grainger Inc	0000		EFT	01/29/2023	9558768710		62114	65144		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		211.68	211.68				
1309	WW Grainger Inc	0000		EFT	01/29/2023	9558768728		62115	65145		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		40.29	40.29				
1309	WW Grainger Inc	0000		EFT	01/29/2023	9558768744		62116	65146		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		167.28	167.28				
1309	WW Grainger Inc	0000		EFT	01/29/2023	9558768769		62120	65150		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		13.43	13.43				
1309	WW Grainger Inc	0000		EFT	02/05/2023	9563949776		62218	65253		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		17.84	17.84				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949784		62219	65254	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		359.76				
								359.76			
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949800		62221	65256	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		110.17				
								110.17			
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949818		62223	65259	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		276.60				
								276.60			
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949826		62225	65260	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		19.77				
								19.77			
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949834		62226	65261	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		8.37				
								8.37			
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949842		62227	65262	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		877.36				
								877.36			
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949859		62228	65263	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		89.76				
								89.76			
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949867		62231	65266	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		49.10				
								49.10			
1309	WW Grainger Inc		0000		EFT	02/05/2023	9563949875		62232	65268	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		1,429.41				
								1,429.41			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	02/05/2023	9563949883		62233	65269		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		6.59					
							6.59				
1309	WW Grainger Inc	0000		EFT	02/05/2023	9563949891		62235	65271		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		107.00					
							107.00				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950848		62240	65277		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		354.42					
							354.42				
1309	WW Grainger Inc	0000		EFT	02/05/2023	9565950863		62245	65282		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		82.91					
							82.91				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950871		62247	65284		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		563.80					
							563.80				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950889		62249	65286		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		47.01					
							47.01				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950897		62250	65287		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		22.63					
							22.63				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950905		62252	65290		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		10.87					
							10.87				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950913		62256	65293		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		56.40					
							56.40				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950921		62258	65295		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		506.74					
							506.74				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950939		62260	65297		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		42.23					
							42.23				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950947		62263	65300		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		4.22					
							4.22				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950954		62264	65301		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		384.48					
							384.48				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950962		62265	65302		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,353.76					
							1,353.76				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950970		62267	65304		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		424.49					
							424.49				
1309	WW Grainger Inc	0000		EFT	02/08/2023	9565950988		62268	65305		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		13.88					
							13.88				
1309	WW Grainger Inc	0000		EFT	02/09/2023	9568047709		62269	65306		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		260.96					
							260.96				
1309	WW Grainger Inc	0000		EFT	02/09/2023	9568047717		62271	65308		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		13.72					
							13.72				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	02/09/2023	9568047725		62272	65310		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,079.74	1,079.74				
1309	WW Grainger Inc	0000		EFT	12/31/2022	9530161687		62384	65422		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		30.12	30.12				
1309	WW Grainger Inc	0000	22300052	EFT	01/27/2023	9556782978		62397	65435		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		2,467.60	2,467.60				
1309	WW Grainger Inc	0000		EFT	01/05/2023	9535066220		62500	65543		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		16.38	16.38				
1309	WW Grainger Inc	0000		EFT	01/05/2023	9535066238		62501	65544		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		30.60	30.60				
1309	WW Grainger Inc	0000		EFT	01/05/2023	9535066246		62502	65545		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		410.07	410.07				
1309	WW Grainger Inc	0000		EFT	01/05/2023	9535066253		62503	65546		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		130.84	130.84				
1309	WW Grainger Inc	0000		EFT	01/05/2023	9535066261		62506	65549		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		1,393.17	1,393.17				
1309	WW Grainger Inc	0000		EFT	01/07/2023	9538709875		62507	65550		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		105.57	105.57				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	01/07/2023	9538709883		62512	65555	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		104.55	104.55			
1309	WW Grainger Inc	0000		EFT	02/02/2023	9559908430		62592	65640	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		250.44	250.44			
1309	WW Grainger Inc	0000		EFT	02/03/2023	9561869471		62593	65642	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		121.56	121.56			
1309	WW Grainger Inc	0000		EFT	02/10/2023	9568976717		62672	65729	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		48.45	48.45			
1309	WW Grainger Inc	0000		EFT	02/10/2023	9568976725		62674	65730	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		68.64	68.64			
1309	WW Grainger Inc	0000		EFT	02/10/2023	9568976733		62676	65732	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		146.48	146.48			
1309	WW Grainger Inc	0000		EFT	02/03/2023	9561079717		62679	65735	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		89.20	89.20			
1309	WW Grainger Inc	0000		EFT	02/03/2023	9561079691		62682	65738	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		474.84	474.84			
1309	WW Grainger Inc	0000		EFT	02/12/2023	9573083475		62688	65744	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		198.58	198.58			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023

DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	02/03/2023	9561647018		62690	65746		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		54.83	54.83				
1309	WW Grainger Inc	0000		EFT	02/12/2023	9573083483		62691	65747		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		17.39	17.39				
1309	WW Grainger Inc	0000		EFT	02/03/2023	9561647000		62694	65750		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		292.62	292.62				
1309	WW Grainger Inc	0000		EFT	02/12/2023	9573083491		62695	65751		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		21.74	21.74				
1309	WW Grainger Inc	0000		EFT	02/12/2023	9573083509		62697	65753		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1.85	1.85				
1309	WW Grainger Inc	0000		EFT	02/03/2023	9561647026		62699	65755		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		707.87	707.87				
1309	WW Grainger Inc	0000		EFT	02/12/2023	9573083525		62700	65756		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		922.05	922.05				
1309	WW Grainger Inc	0000		EFT	02/03/2023	9561647042		62701	65757		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		4.80	4.80				
1309	WW Grainger Inc	0000		EFT	02/12/2023	9573083533		62703	65759		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		149.80	149.80				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	02/16/2023	9576343629		62704	65760		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		179.51	179.51				
1309	WW Grainger Inc	0000		EFT	02/16/2023	9576343637		62705	65761		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		5.71	5.71				
1309	WW Grainger Inc	0000		EFT	02/16/2023	9576343645		62706	65762		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		95.88	95.88				
1309	WW Grainger Inc	0000		EFT	02/16/2023	9576343652		62707	65763		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		25.00	25.00				
1309	WW Grainger Inc	0000		EFT	02/16/2023	9576343660		62708	65764		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		8.37	8.37				
1309	WW Grainger Inc	0000		EFT	02/16/2023	9576343678		62709	65765		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		836.00	836.00				
						CHECK TOTAL	31,577.23				
681	Xylem Dewatering Solu	0000	22300073	EFT	02/18/2023	3556C54761		62574	65621		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			31,768.40	31,768.40				
						CHECK TOTAL	31,768.40				
2036	Zayo Group Holdings I	0000	22200754	EFT	01/31/2023	2023010028823		62641	65695		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		3,499.42					
	2 62606050 43100		SWIT	PROSERVICE		1,224.81					
							4,724.23				
						CHECK TOTAL	4,724.23				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 12423 01/20/2023
 DUE DATE: 01/20/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
710	Zoll Medical Corp	0000		EFT	12/30/2022	3618080		61862	64880		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		1,032.00					
							1,032.00				
710	Zoll Medical Corp	0000		EFT	01/17/2023	3630343		62027	65056		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,130.20					
							1,130.20				
						CHECK TOTAL	2,162.20				
843	INVOICES										
						WARRANT TOTAL	1,472,691.93				
						CASH ACCOUNT BALANCE					
							1,472,691.93				
							47,396,401.60				



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve an off-site Drainage Easement for Cove at Thorpe Creek residential development.			
SUBMITTED BY	Name & Title: Hatem Mekky, Assistant Director Department: 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 #: R012623A	
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 – Name of Reviewer: Chris Greisl	
BACKGROUND (Includes description, background, and justification)	Cove at Thorpe Creek Section 1 is a proposed residential development by Grand Communities on the west side of Florida Road, between 113th Street and Southeastern Parkway. There is public storm sewer infrastructure proposed outside of the platted Section 1 area and is required to be in a drainage easement. Technical review of the storm sewer infrastructure was done through the Technical Advisory Committee (TAC) process.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the easement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Construction of infrastructure anticipated to begin upon approval of the site permit.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends acceptance of the easement as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Easement) 3. Exhibit B (Aerial Exhibit)	

Parcel No.: 13-12-31-00-00-039.000
Cross Ref. No.: 2022-53889

DEDICATION OF PERMANENT EASEMENTS

THIS INDENTURE WITNESSETH that the undersigned ("Grantor"), being the owner of certain real estate commonly referred to as 11988 Florida Road, Parcel No.: 13-12-31-00-00-039.000 (the "Real Estate"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate, grant, sell and convey to the City of Fishers, Hamilton County, Indiana ("Grantee") permanent easements upon the Real Estate to place, construct, operate, control, maintain, reconstruct, relocate, change the size of, repair and remove facilities, lines and conduits necessary or incidental to providing drainage or utility services (individually or collectively, "Utility Facilities") along, under, through, and across Grantor's Real Estate, as further described and depicted on Exhibit A, attached hereto and incorporated herein.

Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over the Utility Facilities, or that would interfere with the construction, maintenance or operation of any part of the Utility Facilities. Grantee may cut, trim, or remove any and all trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures, now or hereafter existing or growing upon or extending over the Utility Facilities, insofar as may be reasonably necessary utilizing due care, in the exercise by the Grantee of any and all rights and authorities herein and hereby granted to Grantee. The exercise of this right by the Grantee, or any other rights herein granted to Grantee, shall not establish in the Grantor any right or claim for damages to such trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures.

This Easement also includes the rights and privileges (1) of ingress and egress for the employees, agents and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (2) to use temporarily additional space where available and necessary from time to time adjacent to the Utility Facilities for equipment and materials necessary for

installation, repair and maintenance of Grantee's facilities located in, under, upon and across the Real Estate, and (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted. Grantor agrees that Grantee shall be entitled to and Grantor shall provide any and all easements necessary to allow the construction of and access to the Utility Facilities for the purpose of connecting such additional extensions and facilities to the Utility Facilities.

The undersigned executing this Easement on behalf of Grantor represents and certifies that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this easement, that Grantor has full legal capacity to convey the easement described herein, and that all necessary action for the making of such conveyance by Grantor has been taken and done.

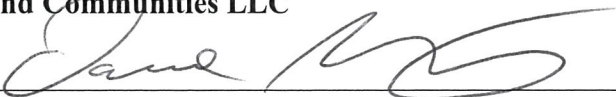
This conveyance is not subject to the payment of Indiana Corporate Gross Tax.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal

this 9th day of JANUARY 2023

GRANTOR

Grand Communities LLC

By: 

Title: Vp of Land Development

Its: _____

KENTUCKY
STATE OF ~~INDIANA~~)
) SS:
BOONE
COUNTY OF ~~HAMILTON~~)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID STROUP, personally known to me to be the V.P. LAND DEVELOPMENT of **Grand Communities LLC**, and acknowledged the execution of the foregoing Agreement for and on behalf of said City.

WITNESS my hand and notarial seal this 9th day of JANUARY, 2023



KATHLEEN McELROY
Notary Public, Kentucky
State At Large
My Commission Expires
August 20, 2026
Notary ID# KYNP56644


Written Signature

Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Christopher P. Greisl

This instrument prepared by Christopher P. Greisl, City Attorney, City of Fishers, 1 Municipal Drive, Fishers, Indiana 46038.

Exhibit A

[*Easements*]

EXHIBIT "A"

VARIABLE STORM SEWER EASEMENT

CITY OF FISHERS, HAMILTON COUNTY, INDIANA

Part of the Southeast Quarter of Section 31, Township 18 North, Range 6 East of the Second Principal Meridian, Hamilton County, Indiana described as follows:

Commencing at the Northwest Corner of said Quarter Section; thence along the West line thereof South 00 degrees 12 minutes 52 seconds East (basis of bearings per State Plane Coordinates) 658.79 feet; thence South 89 degrees 35 minutes 46 seconds West 590.26 feet; thence South 00 degrees 24 minutes 17 seconds East 190.12 feet; thence North 89 degrees 35 minutes 43 seconds East 28.62 feet to the Point of Beginning of this described easement; thence continuing North 89 degrees 35 minutes 43 seconds East 15.00 feet; thence South 00 degrees 24 minutes 17 seconds East 130.00 feet; thence South 89 degrees 35 minutes 45 seconds West 235.10 feet; thence South 28 degrees 28 minutes 07 seconds West 226.82 feet; thence South 00 degrees 09 minutes 33 seconds East 143.31 feet; thence South 10 degrees 18 minutes 34 seconds West 66.04 feet; thence South 00 degrees 09 minutes 33 seconds East 130.00 feet; thence South 89 degrees 40 minutes 27 seconds West 5.00 feet; thence South 00 degrees 09 minutes 33 seconds East 50.00 feet; thence North 89 degrees 45 minutes 02 seconds East 11.00 feet; thence South 00 degrees 09 minutes 33 seconds East 159.99 feet; thence North 89 degrees 39 minutes 53 seconds East 469.03 feet; thence North 00 degrees 19 minutes 33 seconds West 86.58 feet; thence North 89 degrees 39 minutes 37 seconds East 20.00 feet; thence South 00 degrees 19 minutes 33 seconds East 48.34 feet; thence North 89 degrees 39 minutes 37 seconds East 93.84 feet; thence South 59 degrees 14 minutes 04 seconds East 41.39 feet; thence North 89 degrees 39 minutes 37 seconds East 135.80 feet; thence North 00 degrees 12 minutes 52 seconds West 52.00 feet; thence North 89 degrees 39 minutes 37 seconds East 20.00 feet; thence South 00 degrees 12 minutes 52 seconds East 52.04 feet; thence North 89 degrees 35 minutes 19 seconds East 35.00 feet; thence South 00 degrees 12 minutes 52 seconds East 20.00 feet; thence South 89 degrees 39 minutes 37 seconds West 215.68 feet; thence North 59 degrees 14 minutes 04 seconds West 22.03 feet; thence South 89 degrees 39 minutes 37 seconds West 85.49 feet; thence South 00 degrees 19 minutes 33 seconds East 23.24 feet; thence South 89 degrees 39 minutes 31 seconds West 541.07 feet; thence North 00 degrees 09 minutes 33 seconds West 40.40 feet; thence South 89 degrees 50 minutes 27 seconds West 89.94 feet; thence South 75 degrees 24 minutes 06 seconds West 84.84 feet; thence South 89 degrees 50 minutes 27 seconds West 84.65 feet; thence North 08 degrees 11 minutes 06 seconds East 30.32 feet; thence South 89 degrees 50 minutes 27 seconds East 76.45 feet; thence North 75 degrees 24 minutes 06 seconds East 84.84 feet; thence North 89 degrees 50 minutes 27 seconds East 98.74 feet; thence North 00 degrees 09 minutes 33 seconds West 104.69 feet; thence South 89 degrees 45 minutes 02 seconds West 6.00 feet; thence North 00 degrees 09 minutes 33 seconds West 141.56 feet; thence South 89 degrees 50 minutes 27 seconds West 148.00 feet; thence North 00 degrees 09 minutes 33 seconds 35.00 feet; thence North 89 degrees 50 minutes 27 seconds East 148.00 feet; thence North 00 degrees 09 minutes 33 seconds West 5.30 feet; thence North 10 degrees 18 minutes 34 seconds East 93.56 feet; thence North 00 degrees 09 minutes 33 seconds West 118.24 feet; thence North 28 degrees 28 minutes 07 seconds East 239.51 feet; thence North 89 degrees 35 minutes 45 seconds East 228.96 feet; thence North 00 degrees 24 minutes 17 seconds West 115.00 feet to the Point of Beginning containing 1.16 acres, more or less, subject to all rights-of-way, easements and restrictions.

Prepared by: Jeffrey D. Knarr P.S Projects Plus 1257 Airport Parkway, Suite "A" Greenwood, Indiana 46143 (317) 882-5003 ex 301

PROJECTS *plus*

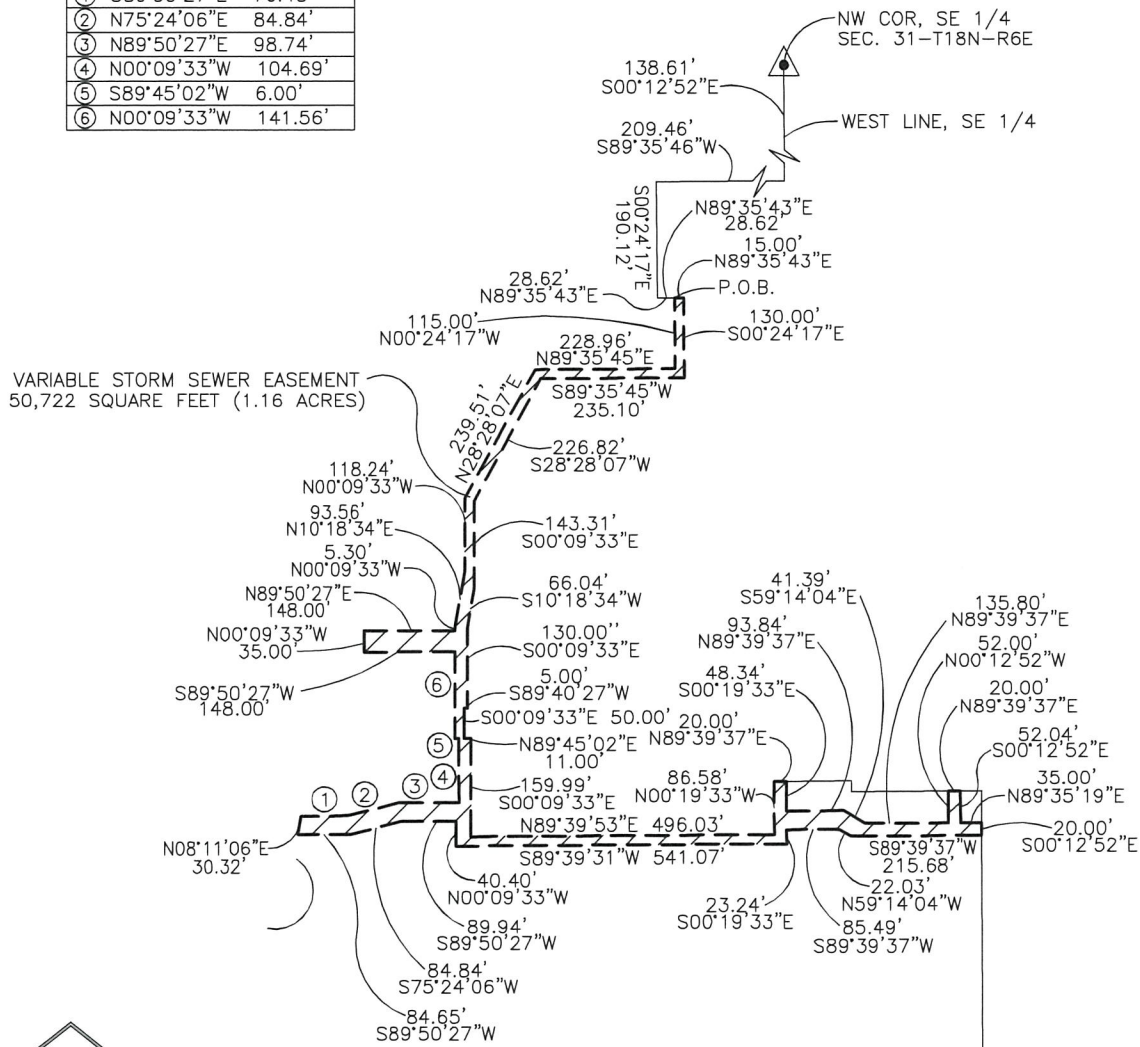
GREENWOOD SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - CONSTRUCTION MANAGEMENT
1257 AIRPORT PARKWAY, SUITE "A" - GREENWOOD, INDIANA 46143
(317)-882-5003

EXHIBIT "B"

VARIABLE STORM SEWER EASEMENT CITY OF FISHERS, HAMILTON COUNTY, INDIANA

①	S89°50'27"E	76.45'
②	N75°24'06"E	84.84'
③	N89°50'27"E	98.74'
④	N00°09'33"W	104.69'
⑤	S89°45'02"W	6.00'
⑥	N00°09'33"W	141.56'



SCALE: 1" = 300'

PROJECTS *plus*

GREENWOOD SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - CONSTRUCTION MANAGEMENT
1257 AIRPORT PARKWAY, SUITE "A" - GREENWOOD, INDIANA 46143
(317)-882-5003



Approx.
Easement
Location

Cove at Thorpe
Creek Section 1

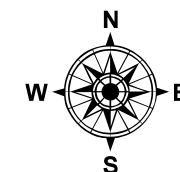
Florida Rd.

Cyntheanne Rd.

Cove at Thorpe Creek 1
(no scale)

Legend

Parcels (Hamco Terrapin)



Note: All data is provided for general informational purposes only.
They should not be relied upon without proper field verification.
This exhibit does not indicate approval for any permit.

RESOLUTION NO. R012623A

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF
PUBLIC WORKS & SAFETY ACCEPTING THE
DEDICATION OF CERTAIN OFF-SITE SANITARY EASEMENTS**

WHEREAS, the City of Fishers Board of Works and Public Safety (“Board”) is responsible for considering and accepting dedications of real property to the City of Fishers, Hamilton County, Indiana (“City”);

WHEREAS, the City currently owns and operates a municipal sewer utility (the “Utility”) pursuant to Ind. Code §36-9-23 *et. seq.* (the “Municipal Sewage Works Act” or the “Act”);

WHEREAS, Grand Communities, LLC (“Grantor”) is the owner of certain real property located near 11988 Florida Road, Parcel No.: 13-12-31-00-00-039.000 (the “Real Estate”);

WHEREAS, Grantor seeks to grant and convey a certain sanitary sewer easement across the Real Estate for the purpose of rendering sewage disposal facilities, which is more specifically described and depicted in Exhibit A, which is attached hereto and incorporated herein (“Sewer Easement”); and

WHEREAS, the Board now desires to approve the Sewer Easement.

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 Sewer Easement in substantially similar form to Exhibit A, which is attached hereto and incorporated herein.

Section 2. 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 26th day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 26th 2022			
TITLE	Request for Bid Award of Road Resurfacing 23-1 Contract			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering Department: 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 #: R012623	
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: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	23-1 Road resurfacing contract was advertised to receive the lowest bid. Roadways and neighborhoods are prioritized based on the PASER rating condition of their pavement. Request for Bids was advertised with bids opened on December 15th, 2022. Seven bidders submitted on this project and the lowest and most responsive bid was from Howard Companies in the amount of \$2,170,095.51	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$2,642,838.92 (Engineer's Estimate)
	Expenditure \$:	\$2,170,095.51
	Source of Funds:	Community Crossing Matching Grant - \$1,000,000 Wheel Tax, LRS & MVH – \$1,170,095.51
	Additional Appropriation #:	
	Narrative:	Asphalt road resurfacing & miscellaneous paving work in sections of: 131 st St, Britton Park Rd., Willowview Rd., Fall Creek Rd, Geist Rd, Brooks School Rd, Winding Creek neighborhood, Georgia Rd, and Cyntheanne Rd.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the request
	2.	Deny
	3.	Take no action
	4.	
PROJECT TIMELINE	Notice to Proceed will be issued once the contract is signed and a pre construction meeting is scheduled. Anticipated start date is April 17th, 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Project Description and Overview) 3. Exhibit B (Bid Proposal) 4. Exhibit C (Agreement)	

CITY OF FISHERS, INDIANA

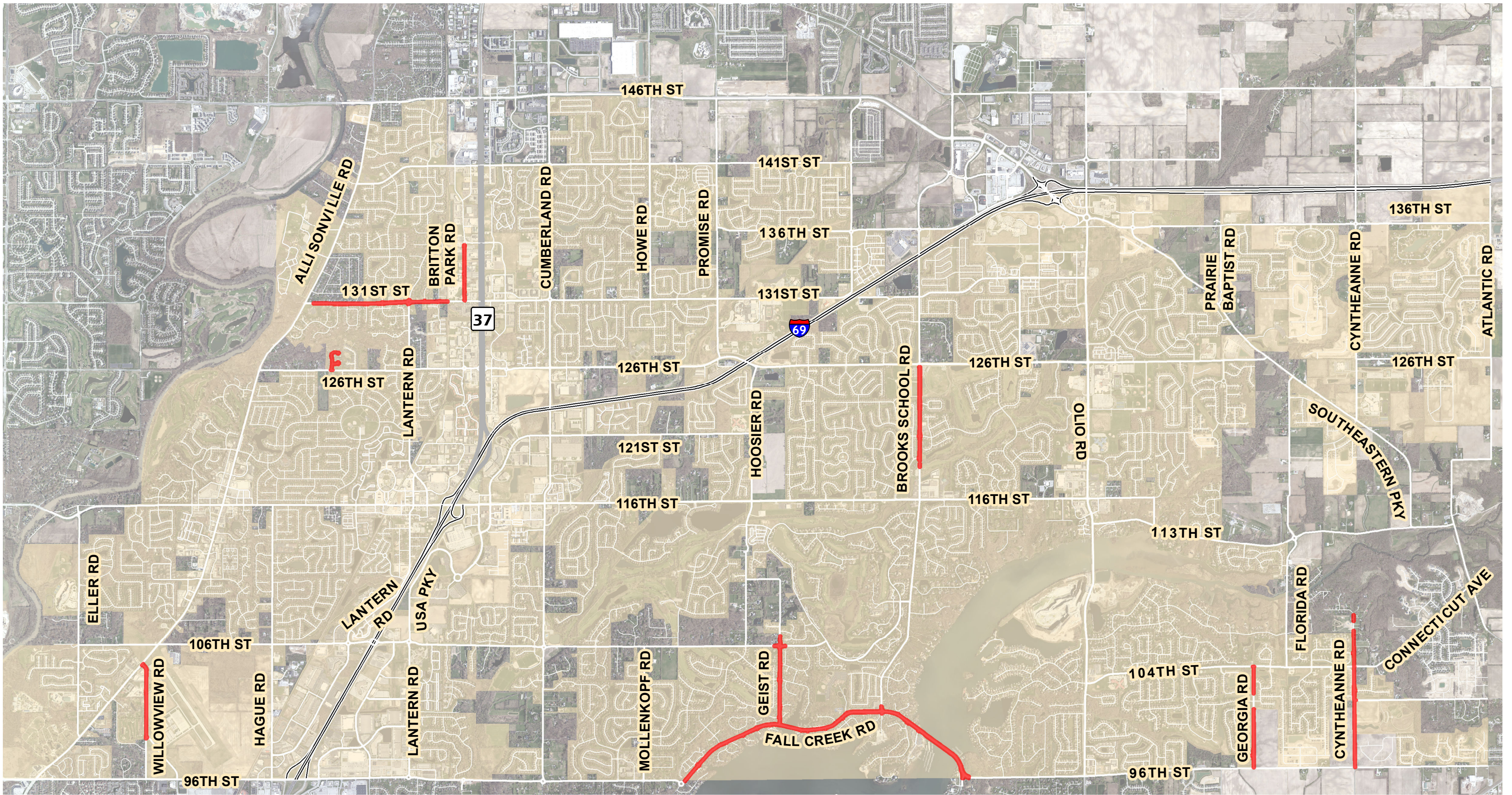
APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 23-1

WORK: Asphalt Road Resurfacing & Misc. Paving Work on Fall Creek Rd, Geist Rd, Brooks School Rd, 131st St, Willowview Rd, Winding Creek, Britton Park Rd, Georgia Rd, Cyntheanne Rd.

DESIGN BY: City of Fishers
One Municipal Drive
Fishers, IN 46038



Fall 2022 CCMG

Legend

 Fall 2022 CCMG



FISHERS
EST. 1872

Page 159 of 542

City of Fishers
BIDDER PROPOSAL SUMMARY PAGE
AND
BIDDER REMINDER LIST TO BE INCLUDED
IN BID PACKAGE FOR BID OPENING

Complete the following information and place as the cover page to your Bid package. Insert all documents into an envelope with project name and your company name clearly marked on the outside. Seal the envelope.

Company:	Howard Asphalt LLC DBA Howard Companies
Project Name:	ROAD RESURFACING CONTRACT 23-1
Date Submitted:	12/15/2022
Base Bid Amount:	

Bidding Requirement:	Yes	No
Part 1 - Bidder Information	x	
Part 2 - Proposal (Bid)	x	
Part 3 - Contract Items and Unit Prices	x	
Part 4 - Contract Documents and Addenda	x	
Part 5 - Exceptions	x	
Part 6 - (Form No. 96) (Contractor's Bid for Public Work)	x	
Part 7 - Additional Declarations	x	
Part 8 - Signatures	x	
Part 9 - Post Bid Manufacturers List	x	
Part 10 - Post Bid Subcontractors List	x	

IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE BIDDER'S BID MAY NOT BE ACCEPTED OR REJECTED

City of Fishers
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: ROAD RESURFACING CONTRACT 23-1

Proposal For: Howard Asphalt LLC DBA Howard Companies

Date: 12/15/2022

To: **City of Fishers**
11565 Brooks School Rd
Fishers, Indiana 46038

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.
- B. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
- C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- D. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Howard Asphalt LLC DBA Howard Companies

1.2 Bidder Address: 2916 Kentucky Ave

City: Indianapolis State: IN Zip: 46221

Phone: 317-849-9666 Fax: 317-570-4317 Email: srizer@howardcompanies.com

1.3 Bidder is a/an [mark one]

 Individual Partnership x (LLC) Indiana Corporation

 Foreign (out of state) Corporation; State

 Joint Venture Other

1.4 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]

.1 Corporation Name: Howard Asphalt LLC DBA Howard Companies

.2 Address: 2916 Kentucky Ave Indianapolis, IN 46221.

.3 Date registered with State of Indiana: 4/13/2018

.4 Indiana Registered Agent:

Name: Howard Asphalt LLC DBA Howard Companies

Address: 2916 Kentucky Ave

Indianapolis, IN 46221

PART 2
BID PROPOSAL

2.1 Base Bid

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Two Million One Hundred Seventy Thousand Ninety - Five DOLLARS & .51/100 CENTS Dollars (\$ 2,170,095.51). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Agreement.

PART 3
CONTRACT ITEMS AND UNIT PRICES

*[This Part to be used only for Bidding on
Unit Price Contracts for the Contract Items shown]*

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

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

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>#1</u>	<u>12/9/2022</u>
<u>#2</u>	<u>12/13/2022</u>
<u>#3</u>	<u>12/14/2022</u>
<u> </u>	<u> </u>

PART 5
EXCEPTIONS

Instructions To Bidders:

5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.

5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.

5.3 Exceptions, if any:

N/A

PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's Indiana Revised Financial Form 96/financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms No. 96 and No. 102 (Contractor's Bid for Public Work).

PART 7
ADDITIONAL DECLARATIONS

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

I.C. § 5-16-8-1 Definitions:

"Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

"United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

I.C. § 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing:

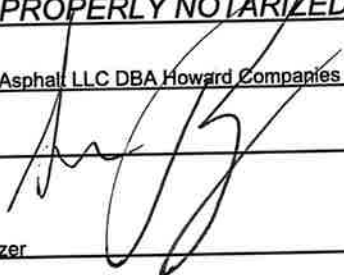
Sec. 2(a) Each public agency shall require that every contract for the construction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract or subcontract, only steel products as defined by this chapter shall be used or supplied in the performance of the contract or any of the subcontractors unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

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

PART 8
SIGNATURES

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

Bidders Name: Howard Asphalt LLC DBA Howard Companies

Written
Signature: 

Printed Name: Sean Rizer

Title: CFO

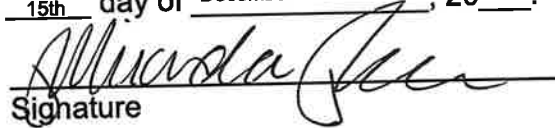
Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 15th day of December, 2022.

My commission expires: 05/15/2030

Residing in Morgan County, State
of Indiana


Signature

Miranda Reed
Printed



PART 9
POST BID SUBMITTAL
MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the Manufacturers List, which follows. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the Owner's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.

Equipment Item (Contract Items)

Manufacturer

**** see attached financial and equip packet ****

PART 10
POST BID SUBMITTAL

SUBCONTRACTORS LIST

Instructions To Bidders:

The Bidder shall enter the names and the type of work to be done in the Subcontractors List which follows for each Subcontractor that the Bidder proposes to use for the Work who will be providing work for an agreed price of five percent (5%) or greater of the amount Bid as stated above in Part 2.

Only one Subcontractor shall be listed for each work item. Upon award of a contract, the named Subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own work forces for most of the Work such that he will have no Subcontractors providing work in the amount of five percent (5%) or greater of the amount Bid.

<u>Subcontractor Name</u>	<u>Work</u>	<u>Price</u>
Gridlock Traffic Systems	Traffic Signs and Thermo	\$264,295.12
Morphey Construction, INC	Signal Loops	\$42,600.00
DWD Company, LLC	Milling	\$69,481.44
Roudebush Grading Inc	Landscaping	\$14,550.00

(use additional sheets if necessary)



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date (month, day, year): 12/15/2022

1. Governmental Unit (Owner): Board of Public Works and Safety of Fishers, Indiana
2. County : Hamilton
3. Bidder (Firm): Howard Asphalt LLC dba Howard Companies
Address: 2916 S. Kentucky Ave
City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-849-9666
5. Agent of Bidder (if applicable): Tushar Mathur

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Road Resurfacing Contract 23-1 Fishers, Indiana (Governmental Unit) in accordance with plans and specifications prepared by City of Fishers

and dated 11/30/2022 for the sum of
Two Million One Hundred Seventy Thousand Ninety - Five DOLLARS & .51/100 CENTS \$ 2,170,095.51

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

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

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

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

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

ACCEPTANCE

The above bid is accepted this 15th day of December, 2022, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: Board of Public Works and Safety of Fishers, Indiana

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): 12/15/2022

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,930,573.00	Paving	2021	City of Carmel
722,257.00	Paving	2021	Johnson County
1,160,784.00	Paving	2021	Zionsville Community Schools
	Paving		

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
2,293,365.00	Paving	2022	City of Fishers
3,495,754.00	Paving	2022	Department of Public Works - City of Indianapolis
1,968,448.00	Paving	2022	Johnson County
895,565.00	Paving	2022	Town of Bargersville

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

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

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

Howard Companies possesses numerous assets allowing us to meet or exceed project schedules including:

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4' self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

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

See Attached Sheet

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

None

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

See Attached Sheet

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

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at Indianapolis this 15th day of December, 2022

Howard Companies

(Name of Organization)

By [Signature]

Chief Financial Officer

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss



Before me, a Notary Public, personally appeared the above-named Sean Rizer and

swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 15th day of December, 2022.

[Signature]
Notary Public

My Commission Expires: 5/15/2030

County of Residence: Morgan

BID OF

Howard Companies

(Contractor)

2916 S. Kentucky Ave

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

Road Resurfacing

Contract 23-1

Fishers, Indiana

Filed December, 2022.

Action taken _____



10401 N. Meridian Street, Suite #300
Carmel IN 46290
Phone: (317) 844-7759
Fax: 317-844-9910

December 6, 2022

Ms. Miranda Reed
Howard Asphalt, LLC d/b/a Howard Companies
2916 Kentucky Avenue
Indianapolis, IN 46221

Re: Type of Bond: Bid Bond
 Obligee: City of Fishers
 Description: Road Resurfacing Contract 23-1
 Bond Amount: 10%

Dear Miranda,

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

AssuredPartners

A handwritten signature in blue ink, appearing to read 'Kathryn R. Postma', is written over the printed name.

Kathryn R. Postma

Enclosures

BID BOND
City of Fishers

Instructions To Bidders:

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

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

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

BIDDER / CONTRACTOR (Name and Address):
Howard Asphalt, LLC d/b/a Howard Companies
2916 Kentucky Avenue, Indianapolis, IN 46221

SURETY (Name and Address of Principal Place of Business):
Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

OWNER City of Fishers
Three Municipal Drive
Fishers, Indiana 46038

BID

Bid Due Date: December 15, 2022

Project Description ("Project"): Road Resurfacing Contract 23-1

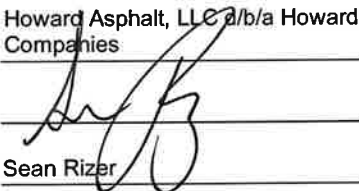
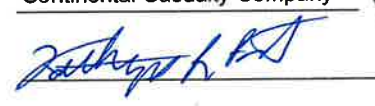
BOND

Bond Number: Bid Bond

Date: (Not earlier than Bid due date): December 15, 2022

Penal Sum (10% of Bid Proposal): Two Hundred Seventeen Thousand nine dollars & 56 cents \$ 217,009.56

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.

"Contractor"		"Surety"	
Company:	Howard Asphalt, LLC d/b/a Howard Companies	Company:	Continental Casualty Company
Signature:		By:	
Printed:	Sean Rizer	Printed:	Kathryn R. Postma, Attorney-in-Fact
Title:	Chief Financial Officer	Counter-signed:	N/A



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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay Owner 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 Owner's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto Owner in the full and just sum equal to ten percent (10%) of the price stated in the Bid Proposal, including accepted alternates, if any, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.

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

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds and other documentation required by the Bidding Documents to be delivered prior to commence work, or

3.2 All Bids are rejected by Owner, or

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton 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 of Ind. Code §36-1-12-4.5. 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 Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brian T. Morton, Crysty D. Nurse, Kathryn R. Postma, Larry J. Simons, Angela M. Riley, Andrew A. Lanphere, Josephine G. McKinley, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 10th day of October, 2022.

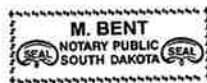


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 10th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of December, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

DATE: December 15, 2022

TO: City of Fishers

RE: CONTRACTOR: Howard Asphalt, LLC d/b/a Howard Companies

BID DATE: December 15, 2022

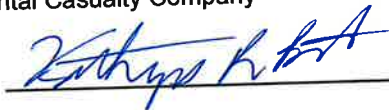
PROJECT: Road Resurfacing Contract 23-1

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Howard Asphalt, LLC d/b/a Howard Companies.

SURETY COMPANY

Continental Casualty Company

By:



Signature Name Kathryn R. Postma

Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma , Individually

of Indianapolis, IN , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.:

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obligee: City of Fishers

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.

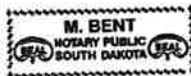


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of December, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Reference List

- Alderson Commercial Group
- CBRE Inc
- CFH Enterprises LLC
- Cohron Manufactured Homes
- Cushman & Wakefield
- Herman & Kittle Properties
- Jones Lang Lasalle
- Patterson Horth
- Platinum Properties Management Co. LLC
- Pulte Homes of Indiana
- Shiel Sexton Company
- Turner Construction Company
- Westport Homes



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Subcontractor List

McCrite Milling	810 Industrial Blvd New Albany, IN 47150	Milling
DWD Company LLC	1401 S. Holt Road Indianapolis, IN 46241	Milling
Mamco	6200 E. Highway 62 Jeffersonville, IN 47130	Milling
All Around Concrete	PO Box 166 Monrovia, IN 46157	Concrete
CC&T Construction Co	5051 Prospect Street Indianapolis, IN 46203	Concrete
Sitecrete	404 W. Gimber Street Indianapolis, IN 46225	Concrete
Indiana Sign & Barricade	5240 E. 25 th Street Indianapolis, IN 46218	Signs and Barrels
Gridlock Traffic Systems Inc	6400 Massachusetts Ave Indianapolis, IN 46226	Signs and Barrels
Morphey Construction	1499 N. Sherman Drive Indianapolis, IN 46201	Traffic Loops
Poindexter Excavating Inc	10443 E. 56 th Street Indianapolis, IN 46235	Dirt Work
ALT & Witzig	4105 W. 99 th Street Carmel, IN 46032	Engineering & Testing
Protection Plus Inc	2345 S. Lyndhurst Drive Indianapolis, IN 46241	Traffic Control
Slussers Green Thumb Inc	125 Montgomery Street Logansport, IN 46947	Landscaping



ROAD RESURFACING CONTRACT 23-1 FISHERS, IN

ADDENDUM NO. 1

December 09, 2022

The attention of all prospective Bidders on the subject project is directed to the following modification to the Plans and Specifications.

ITEM NO. 1 – Itemized Pay Item Separate Sheets

Each road segment is required to remain separate, however after feedback we have included separate tabs for each road segment. Either the original grouped Itemized Pay Items spread sheet, or the separate road segment Itemized Pay Items sheets will be accepted in your bid submittal.

ITEM NO. 2 – Itemized Proposal 22-1 Pay Items: Amended Pay Items

The following Pay Items have been Amended in the Pay Items list:

Britton Park Rd	PAY ITEM NO.9: HMA FOR APPROACHES, TYPE C:	10 TONS
Winding Creek Ct,	PAY ITEM NO.9: HMA FOR APPROACHES, TYPE C:	DELETED
Brooks School Rd	PAY ITEM NO.9: HMA FOR APPROACHES, TYPE C:	DELETED
Cyntheanne Rd	PAY ITEM NO.9: HMA FOR APPROACHES, TYPE C:	5 TONS
Fall Creek Rd 96 th to Brooks School	PAY ITEM NO.9: HMA FOR APPROACHES, TYPE C:	106 TONS
Fall Creek Rd Brooks School to Carrol	PAY ITEM NO.9: HMA FOR APPROACHES, TYPE C:	22 TONS
Georgia Rd 96 th to 104 th	PAY ITEM NO. 13: LINE, THERMOPLASTIC, SOLID, WHITE, 4":	6,800 LFT
Georgia Rd 96 th to 104 th	PAY ITEM NO. 14: LINE, THERMOPLASTIC, SOLID, YELLOW, 4":	6,800 LFT
Georgia Rd 96 th to 104 th	PAY ITEM NO. 20: PAVEMENT MARKING, LINE GROOVING:	13,600 LFT
Geist Rd	PAY ITEM NO. 32 SAWCUT FOR ROADWAY LOOP AND SEALANT	500 LFT
Geist Rd	PAY ITEM NO. 33 SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	1700 LFT
Geist Rd	PAY ITEM NO. 34 DETECTOR HOUSING	3 EACH

ITEM NO. 3 –Special Provisions

SP 45 DETECTOR HOUSING:

Detector Housing Pay Item is designated for the intersection of Geist Road and Fall Creek Rd. Quantities of conduit, Signal cable, copper, 2c/16GA for connection from signal cabinet to DETECTOR HOUSING and installation of conduit placed as part of the installation and connection of DETECTOR HOUSING will not be paid for directly, but shall be included in the cost of the pay item.

ITEM NO. 4 – Responses to Bidders Requests for Clarification

Requests for clarification and questions have been raised by Bidders that are addressed in this item.

Q: Can you clarify the location of Pay Item #9 HMA for Approaches, Type C?

A: Pay Item #9 HMA for Approaches, Type C references approaches where milled resurfaced approaches are adjacent to a street not included in the project, mainly at entrances/exits of neighborhoods. An example would be Georgia Rd at 96th St. Note: some roads entrances/exits have an existing concrete apron (For example Brooks School at 126th or Willowview at Allisonville Rd) that will not require this Pay Item. Additionally, some approaches were repaved in the last year and the paving limits of this contract will stop short of that new approach (Example Georgia Rd at 104th St.)

Locations **WITH** approach work:

Georgia Rd @ 96th St. (no approach work at 104th)

Cyntheanne Rd @ 96th St. (no approach work at 104th)

Winding Creek Lane @ 126th St

Britton Park Rd @ 131st St

Fall Creek 96th to Brooks School 12 approaches (Sea Star, Horizon, Bayview, Landings, private entrance, Spruance, Halsey, Windjammer Dr, Nautilus, Decatur, Carefree Dr., private road)

Fall Creek Brooks School to Carrol 1 approach (Marina Village Dr)

Q: Will nighttime work be considered?

A: Proposed mainline nightwork by contractor shall be presented to Engineering Department for review and approval prior to scheduling work. Information contractor shall provide shall be, but not limited to, location, operation, schedule, and Maintenance of Traffic Plan. Proposed MOT plan will show locations of personnel, proper equipment (signage, message boards, arrow boards, PPE, channelizing devices, worksite illumination) in order to provide a safe work zone for workers and the traveling public.

Areas excluded for consideration of nightwork are Winding Creek Subdivision and 131st Street from Allisonville Road to Lantern Farms Drive.

Attachments:

05 Part 3 Itemized Proposal 23-1 Revised 12-9-22

12 Special Provisions 23-1 revised 12-9-22

Please acknowledge receipt of this Addendum in the Bid Form under Article 3, Bidder's Representations.

A handwritten signature in black ink, appearing to read "Jason M. Taylor". The signature is fluid and cursive, with the first name "Jason" being the most prominent.

**Jason M. Taylor, P.E.
Director of Engineering
City of Fishers, Indiana**



ROAD RESURFACING CONTRACT 23-1 FISHERS, IN

ADDENDUM NO. 2

December 13, 2022

The attention of all prospective Bidders on the subject project is directed to the following modification to the Plans and Specifications.

ITEM NO. 4 – Responses to Bidders Requests for Clarification

Requests for clarification and questions have been raised by Bidders that are addressed in this item.

Q. Is it an acceptable alternative to use all 25.0mm base in the patches instead of 25.0mm base and 9.5mm surface?

A: The HMA Base Repair Section should have 25 mm base and a riding course of 9.5 mm. Using 25.0 mm base for the entire HMA portion of the repair section is not desired. A 9.5 mm riding surface is still required at final grade. If the intent is to flush with existing grade with 25mm prior to full width roadway milling, The tonnage of 25mm base repair within the limits of the HMA surface will be deducted from the daily base repair quantity. Contractor may leave Base Repair area slightly below existing grade until milling and surface operations restore asphalt to existing grades. Contractor's methods of base repair will be discussed with Inspector/Engineer prior to execution of work.

Q. The special provisions state that lane restrictions on Eller Rd. are allowable between the hours of 9AM-3PM and 9PM-6AM. Will any other street in the 23-1 resurfacing package require time restrictions for construction activities?

A: SP 26, "Eller Rd lane restriction" is used as an example. All mainline road restrictions for this contract shall abide by the time frames stated in SP 26 unless otherwise approved as discussed in Addendum #1 for Nighttime Work.

Q. Is there a patching table for each street?

A. No, we do not have a patching table. Locations of base repair will be marked in the field by the City Engineering designee.

Q. SP 25 HMA Base Repair Section references 5" of Compacted Agg No. 53. Is the 5" of Compacted Agg No. 53 required for the HMA Base Repair?

A. Regarding HMA Base Repair Section, Compacted Aggregate No.53, Base, it is assumed that a compacted aggregate stone base is already present. It will be determined in the field by the City Inspector/Engineer in the field if additional compacted aggregate is required.

Q. If so, how will the Compacted Agg No. 53 be paid for?

A. If additional compacted aggregate No 53 is needed, it will not be paid for directly but should be included in the price of other items.

Please acknowledge receipt of this Addendum in the Bid Form under Article 3, Bidder's Representations.



Jason M. Taylor, P.E.
Director of Engineering
City of Fishers, Indiana

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	10,754	SYS	\$ 1.45	\$ 15,593.30
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	132	TON	\$ 137.50	\$ 18,150.00
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	887	TON	\$ 89.00	\$ 78,943.00
9	HMA FOR APPROACHES, TYPE C	6	TON	\$ 130.00	\$ 780.00
10	CONSTRUCTION SIGN, A	8	EACH	\$ 226.00	\$ 1,808.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	100	EACH	\$ 47.30	\$ 4,730.00
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	6,800	LFT	\$ 0.75	\$ 5,100.00
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	6,800	LFT	\$ 0.75	\$ 5,100.00
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	21	LFT	\$ 10.10	\$ 212.10
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	4	EACH	\$ 126.00	\$ 504.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	4	EACH	\$ 201.50	\$ 806.00
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	-	LFT	\$ 10.10	\$ -
20	PAVEMENT MARKING, LINE GROOVING	13,600	LFT	\$ 0.42	\$ 5,712.00
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	-	EACH	\$ 570.00	\$ -
23	Pipe TYPE 4, CIRCULAR 6, IN.	-	LFT	\$ 225.00	\$ -
24	BACKFILL	-	CYS		\$ -
25	CURB AND GUTTER, REMOVE	-	LFT	\$ 12.85	\$ -
26	SIDEWALK, CONCRETE, REMOVE	-	SYS	\$ 51.50	\$ -
27	SIDEWALK, CONCRETE	-	SYS	\$ 84.60	\$ -
28	CURB RAMP, CONCRETE	-	SYS	\$ 498.00	\$ -
29	CURB AND GUTTER, CONCRETE	-	LFT	\$ 63.00	\$ -
30	CURB AND GUTTER, ROLL CURB	-	LFT	\$ 72.50	\$ -
31	TRUNCATED DOMES, HOT DIPPED BLACK	-	SYS	\$ 460.00	\$ -
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	-	SYS	\$ 10.10	\$ -
36	ASPHALT FOR TACK COAT	4	TON	\$ 1,010.00	\$ 4,040.00
37	ROADWAY SHOULDER, ASPHALT MILLING	1,788	SYS	\$ 8.50	\$ 15,198.00
TOTAL				\$	\$ 165,543.40

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	1,000	SYS	\$ 1.45	\$ 1,450.00
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	-	TON	\$ 137.50	\$ -
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	83	TON	\$ 89.00	\$ 7,387.00
9	HMA FOR APPROACHES, TYPE C	-	TON	\$ 130.00	\$ -
10	CONSTRUCTION SIGN, A	-	EACH	\$ 226.00	\$ -
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	1	EACH	\$ 47.30	\$ 47.30
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	-	LFT	\$ 0.75	\$ -
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	-	LFT	\$ 0.75	\$ -
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	-	LFT	\$ 10.10	\$ -
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	-	EACH	\$ 126.00	\$ -
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	-	EACH	\$ 201.50	\$ -
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	-	LFT	\$ 10.10	\$ -
20	PAVEMENT MARKING, LINE GROOVING	-	LFT	\$ 0.42	\$ -
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	1	EACH	\$ 570.00	\$ 570.00
23	Pipe TYPE 4, CIRCULAR 6 IN.		LFT	\$ 225.00	
24	BACKFILL		CYS		\$ -
25	CURB AND GUTTER, REMOVE	20	LFT	\$ 12.85	\$ 257.00
26	SIDEWALK, CONCRETE, REMOVE	-	SYS	\$ 51.50	\$ -
27	SIDEWALK, CONCRETE	-	SYS	\$ 84.60	\$ -
28	CURB RAMP, CONCRETE	-	SYS	\$ 498.00	\$ -
29	CURB AND GUTTER, CONCRETE	-	LFT	\$ 63.00	\$ -
30	CURB AND GUTTER, ROLL CURB	20	LFT	\$ 72.50	\$ 1,450.00
31	TRUNCATED DOMES, HOT DIPPED BLACK	-	SYS	\$ 460.00	\$ -
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	15	SYS	\$ 10.10	\$ 151.50
36	ASPHALT FOR TACK COAT	1	TON	\$ 1,010.00	\$ 505.00
37	ROADWAY SHOULDER, ASPHALT MILLING	-	SYS	\$ 8.50	\$ -
TOTAL				\$	\$ 20,684.80

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	5,410	SYS	\$ 1.45	\$ 7,844.50
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	83	TON	\$ 137.50	\$ 11,412.50
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	446	TON	\$ 89.00	\$ 39,694.00
9	HMA FOR APPROACHES, TYPE C	10	TON	\$ 130.00	\$ 1,300.00
10	CONSTRUCTION SIGN, A	5	EACH	\$ 226.00	\$ 1,130.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	64	EACH	\$ 47.30	\$ 3,027.20
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	3,900	LFT	\$ 0.75	\$ 2,925.00
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	3,900	LFT	\$ 0.75	\$ 2,925.00
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	-	LFT	\$ 10.10	\$ -
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	-	EACH	\$ 126.00	\$ -
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	-	EACH	\$ 201.50	\$ -
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	-	LFT	\$ 10.10	\$ -
20	PAVEMENT MARKING, LINE GROOVING	7,800	LFT	\$ 0.42	\$ 3,276.00
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	1	EACH	\$ 570.00	\$ 570.00
23	Pipe TYPE 4, CIRCULAR, 6 IN.	-	LFT	\$ 225.00	
24	BACKFILL		CYS		\$ -
25	CURB AND GUTTER, REMOVE	125	LFT	\$ 12.85	\$ 1,606.25
26	SIDEWALK, CONCRETE, REMOVE	-	SYS	\$ 51.50	\$ -
27	SIDEWALK, CONCRETE	-	SYS	\$ 84.60	\$ -
28	CURB RAMP, CONCRETE	-	SYS	\$ 498.00	\$ -
29	CURB AND GUTTER, CONCRETE	125	LFT	\$ 63.00	\$ 7,875.00
30	CURB AND GUTTER, ROLL CURB	-	LFT	\$ 72.50	\$ -
31	TRUNCATED DOMES, HOT DIPPED BLACK	-	SYS	\$ 460.00	\$ -
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	850	SYS	\$ 10.10	\$ 8,585.00
36	ASPHALT FOR TACK COAT	2	TON	\$ 1,010.00	\$ 2,020.00
37	ROADWAY SHOULDER, ASPHALT MILLING	-	SYS	\$ 8.50	\$ -
TOTAL				\$	\$ 103,057.45

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	2,721	SYS	\$ 1.45	\$ 3,945.45
5	MONUMENT/SURVEY MARKER SET	-	EACH	\$ 332.00	\$ -
6	HMA, BASE REPAIR, TYPE B	32	TON	\$ 137.50	\$ 4,400.00
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	224	TON	\$ 89.00	\$ 19,936.00
9	HMA FOR APPROACHES, TYPE C	4	TON	\$ 130.00	\$ 520.00
10	CONSTRUCTION SIGN, A	2	EACH	\$ 226.00	\$ 452.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	2	EACH	\$ 47.30	\$ 94.60
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	-	LFT	\$ 0.75	\$ -
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	-	LFT	\$ 0.75	\$ -
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	-	LFT	\$ 10.10	\$ -
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	-	EACH	\$ 126.00	\$ -
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	-	EACH	\$ 201.50	\$ -
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	-	LFT	\$ 10.10	\$ -
20	PAVEMENT MARKING, LINE GROOVING	-	LFT	\$ 0.42	\$ -
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	1	EACH	\$ 570.00	\$ 570.00
23	Pipe TYPE 4, CIRCULAR 6 IN.	-	LFT	\$ 225.00	\$ -
24	BACKFILL	-	CYS		\$ -
25	CURB AND GUTTER, REMOVE	70	LFT	\$ 12.85	\$ 899.50
26	SIDEWALK, CONCRETE, REMOVE	20	SYS	\$ 51.50	\$ 1,030.00
27	SIDEWALK, CONCRETE	20	SYS	\$ 84.60	\$ 1,692.00
28	CURB RAMP, CONCRETE	7	SYS	\$ 498.00	\$ 3,486.00
29	CURB AND GUTTER, CONCRETE	12	LFT	\$ 63.00	\$ 756.00
30	CURB AND GUTTER, ROLL CURB	58	LFT	\$ 72.50	\$ 4,205.00
31	TRUNCATED DOMES, HOT DIPPED BLACK	3	SYS	\$ 460.00	\$ 1,324.80
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	20	SYS	\$ 10.10	\$ 202.00
36	ASPHALT FOR TACK COAT	1	TON	\$ 1,010.00	\$ 1,010.00
37	ROADWAY SHOULDER, ASPHALT MILLING	-	SYS	\$ 8.50	\$ -
TOTAL				\$	\$ 53,058.35

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	17,846	SYS	\$ 1.45	\$ 25,876.70
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	178	TON	\$ 137.50	\$ 24,475.00
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	1,473	TON	\$ 89.00	\$ 131,097.00
9	HMA FOR APPROACHES, TYPE C	-	TON	\$ 130.00	\$ -
10	CONSTRUCTION SIGN, A	15	EACH	\$ 226.00	\$ 3,390.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	134	EACH	\$ 47.30	\$ 6,338.20
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	7,128	LFT	\$ 0.75	\$ 5,346.00
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	7,128	LFT	\$ 0.75	\$ 5,346.00
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	-	LFT	\$ 10.10	\$ -
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	-	EACH	\$ 126.00	\$ -
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	-	EACH	\$ 201.50	\$ -
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	-	LFT	\$ 10.10	\$ -
20	PAVEMENT MARKING, LINE GROOVING	14,256	LFT	\$ 0.42	\$ 5,987.52
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	1	EACH	\$ 570.00	\$ 570.00
23	Pipe (Fall Creek near Hawk)	-	LFT	\$ 225.00	\$ -
24	BACKFILL	-	CYS		\$ -
25	CURB AND GUTTER, REMOVE	20	LFT	\$ 12.85	\$ 257.00
26	SIDEWALK, CONCRETE, REMOVE	-	SYS	\$ 51.50	\$ -
27	SIDEWALK, CONCRETE	-	SYS	\$ 84.60	\$ -
28	CURB RAMP, CONCRETE	-	SYS	\$ 498.00	\$ -
29	CURB AND GUTTER, CONCRETE	20	LFT	\$ 63.00	\$ 1,260.00
30	CURB AND GUTTER, ROLL CURB	-	LFT	\$ 72.50	\$ -
31	TRUNCATED DOMES, HOT DIPPED BLACK	-	SYS	\$ 460.00	\$ -
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	40	SYS	\$ 10.10	\$ 404.00
36	ASPHALT FOR TACK COAT	5	TON	\$ 1,010.00	\$ 5,050.00
37	ROADWAY SHOULDER, ASPHALT MILLING	1,888	SYS	\$ 8.50	\$ 16,048.00
TOTAL				\$	\$ 240,312.42

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	16,693	SYS	\$ 1.45	\$ 24,204.85
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	165	TON	\$ 137.50	\$ 22,687.50
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	1,377	TON	\$ 89.00	\$ 122,553.00
9	HMA FOR APPROACHES, TYPE C		TON	\$ 130.00	\$ -
10	CONSTRUCTION SIGN, A	11	EACH	\$ 226.00	\$ 2,486.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	125	EACH	\$ 47.30	\$ 5,912.50
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	7,850	LFT	\$ 0.75	\$ 5,887.50
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	7,850	LFT	\$ 0.75	\$ 5,887.50
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	-	LFT	\$ 10.10	\$ -
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	-	EACH	\$ 126.00	\$ -
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	-	EACH	\$ 201.50	\$ -
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	200	LFT	\$ 10.10	\$ 2,020.00
20	PAVEMENT MARKING, LINE GROOVING	15,700	LFT	\$ 0.42	\$ 6,594.00
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	1	EACH	\$ 570.00	\$ 570.00
23	Pipe TYPE 4, CIRCULAR 6 IN.		LFT	\$ 225.00	
24	BACKFILL		CYS		\$ -
25	CURB AND GUTTER, REMOVE	-	LFT	\$ 12.85	\$ -
26	SIDEWALK, CONCRETE, REMOVE	-	SYS	\$ 51.50	\$ -
27	SIDEWALK, CONCRETE	-	SYS	\$ 84.60	\$ -
28	CURB RAMP, CONCRETE	-	SYS	\$ 498.00	\$ -
29	CURB AND GUTTER, CONCRETE	-	LFT	\$ 63.00	\$ -
30	CURB AND GUTTER, ROLL CURB	-	LFT	\$ 72.50	\$ -
31	TRUNCATED DOMES, HOT DIPPED BLACK	-	SYS	\$ 460.00	\$ -
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	-	SYS	\$ 10.10	\$ -
36	ASPHALT FOR TACK COAT	6	TON	\$ 1,010.00	\$ 6,060.00
37	ROADWAY SHOULDER, ASPHALT MILLING	1,500	SYS	\$ 8.50	\$ 12,750.00
TOTAL				\$	\$ 226,479.85

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	33,677	SYS	\$ 1.45	\$ 48,831.65
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	290	TON	\$ 137.50	\$ 39,875.00
7	HMA WEDGE AND LEVEL, TYPE B	65	TON	\$ 117.50	\$ 7,637.50
8	HMA SURFACE 9.5mm, TYPE C	2,779	TON	\$ 89.00	\$ 247,331.00
9	HMA FOR APPROACHES, TYPE C	106	TON	\$ 130.00	\$ 13,780.00
10	CONSTRUCTION SIGN, A	37	EACH	\$ 226.00	\$ 8,362.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	300	EACH	\$ 47.30	\$ 14,190.00
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	17,624	LFT	\$ 0.75	\$ 13,218.00
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	17,624	LFT	\$ 0.75	\$ 13,218.00
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	200	LFT	\$ 1.05	\$ 210.00
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	151	LFT	\$ 10.10	\$ 1,525.10
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	9	EACH	\$ 126.00	\$ 1,134.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	8	EACH	\$ 201.50	\$ 1,612.00
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	590	LFT	\$ 10.10	\$ 5,959.00
20	PAVEMENT MARKING, LINE GROOVING	35,248	LFT	\$ 0.42	\$ 14,804.16
21	EXCAVATION, COMMON	20	CYS	\$ 150.00	\$ 3,000.00
22	CASTING, ADJUST TO GRADE	1	EACH	\$ 570.00	\$ 570.00
23	Pipe Type 4, CIRCULAR 6 IN.	10	LFT	\$ 225.00	\$ 2,250.00
24	BACKFILL		CYS		\$ -
25	CURB AND GUTTER, REMOVE	18	LFT	\$ 12.85	\$ 231.30
26	SIDEWALK, CONCRETE, REMOVE	30	SYS	\$ 51.50	\$ 1,545.00
27	SIDEWALK, CONCRETE	30	SYS	\$ 84.60	\$ 2,538.00
28	CURB RAMP, CONCRETE	11	SYS	\$ 498.00	\$ 5,478.00
29	CURB AND GUTTER, CONCRETE	18	LFT	\$ 63.00	\$ 1,134.00
30	CURB AND GUTTER, ROLL CURB	28	LFT	\$ 72.50	\$ 2,030.00
31	TRUNCATED DOMES, HOT DIPPED BLACK	5	SYS	\$ 460.00	\$ 2,300.00
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	100	SYS	\$ 10.10	\$ 1,010.00
36	ASPHALT FOR TACK COAT	6	TON	\$ 1,010.00	\$ 6,060.00
37	ROADWAY SHOULDER, ASPHALT MILLING	2,716	SYS	\$ 8.50	\$ 23,086.00
TOTAL				\$	\$ 491,786.71

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	14,914	SYS	\$ 1.45	\$ 21,625.30
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	300	TON	\$ 137.50	\$ 41,250.00
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	1,230	TON	\$ 89.00	\$ 109,470.00
9	HMA FOR APPROACHES, TYPE C	5	TON	\$ 130.00	\$ 650.00
10	CONSTRUCTION SIGN, A	11	EACH	\$ 226.00	\$ 2,486.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	150	EACH	\$ 47.30	\$ 7,095.00
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	5,284	LFT	\$ 0.75	\$ 3,963.00
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	5,284	LFT	\$ 0.75	\$ 3,963.00
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	22	LFT	\$ 10.10	\$ 222.20
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	1	EACH	\$ 126.00	\$ 126.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	1	EACH	\$ 201.50	\$ 201.50
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	40	LFT	\$ 10.10	\$ 404.00
20	PAVEMENT MARKING, LINE GROOVING	10,568	LFT	\$ 0.42	\$ 4,438.56
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	-	EACH	\$ 570.00	\$ -
23	Pipe TYPE 4, CIRCULAR 6 IN.			\$ 225.00	
24	BACKFILL		CYS		\$ -
25	CURB AND GUTTER, REMOVE	-	LFT	\$ 12.85	\$ -
26	SIDEWALK, CONCRETE, REMOVE	-	SYS	\$ 51.50	\$ -
27	SIDEWALK, CONCRETE	-	SYS	\$ 84.60	\$ -
28	CURB RAMP, CONCRETE	-	SYS	\$ 498.00	\$ -
29	CURB AND GUTTER, CONCRETE	-	LFT	\$ 63.00	\$ -
30	CURB AND GUTTER, ROLL CURB	-	LFT	\$ 72.50	\$ -
31	TRUNCATED DOMES, HOT DIPPED BLACK	-	SYS	\$ 460.00	\$ -
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	-	SYS	\$ 10.10	\$ -
36	ASPHALT FOR TACK COAT	5	TON	\$ 1,010.00	\$ 5,050.00
37	ROADWAY SHOULDER, ASPHALT MILLING	2,002	SYS	\$ 8.50	\$ 17,017.00
TOTAL				\$	\$ 226,828.56

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	22,312	SYS	\$ 1.45	\$ 32,352.40
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	138	TON	\$ 137.50	\$ 18,975.00
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	1,841	TON	\$ 89.00	\$ 163,849.00
9	HMA FOR APPROACHES, TYPE C	22	TON	\$ 130.00	\$ 2,860.00
10	CONSTRUCTION SIGN, A	9	EACH	\$ 226.00	\$ 2,034.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	102	EACH	\$ 47.30	\$ 4,824.60
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	8,395	LFT	\$ 0.75	\$ 6,296.25
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	8,395	LFT	\$ 0.75	\$ 6,296.25
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	585	LFT	\$ 1.05	\$ 614.25
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	147	LFT	\$ 10.10	\$ 1,484.70
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	9	EACH	\$ 126.00	\$ 1,134.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	9	EACH	\$ 201.50	\$ 1,813.50
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	1,040	LFT	\$ 10.10	\$ 10,504.00
20	PAVEMENT MARKING, LINE GROOVING	16,790	LFT	\$ 0.42	\$ 7,051.80
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	1	EACH	\$ 570.00	\$ 570.00
23	Pipe Type 4, CIRCULAR 6 IN.	-	LFT	\$ 225.00	\$ -
24	BACKFILL	-	CYS		\$ -
25	CURB AND GUTTER, REMOVE	146	LFT	\$ 12.85	\$ 1,876.10
26	SIDEWALK, CONCRETE, REMOVE	30	SYS	\$ 51.50	\$ 1,545.00
27	SIDEWALK, CONCRETE	30	SYS	\$ 84.60	\$ 2,538.00
28	CURB RAMP, CONCRETE	11	SYS	\$ 498.00	\$ 5,478.00
29	CURB AND GUTTER, CONCRETE	118	LFT	\$ 63.00	\$ 7,434.00
30	CURB AND GUTTER, ROLL CURB	28	LFT	\$ 72.50	\$ 2,030.00
31	TRUNCATED DOMES, HOT DIPPED BLACK	5	SYS	\$ 460.00	\$ 2,300.00
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	40	SYS	\$ 10.10	\$ 404.00
36	ASPHALT FOR TACK COAT	5	TON	\$ 1,010.00	\$ 5,050.00
37	ROADWAY SHOULDER, ASPHALT MILLING	332	SYS	\$ 8.50	\$ 2,822.00
TOTAL				\$	\$ 301,003.85

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	11,817	SYS	\$ 1.45	\$ 17,134.65
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	113	TON	\$ 137.50	\$ 15,537.50
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE C	975	TON	\$ 89.00	\$ 86,775.00
9	HMA FOR APPROACHES, TYPE C	15	TON	\$ 130.00	\$ 1,950.00
10	CONSTRUCTION SIGN, A	7	EACH	\$ 226.00	\$ 1,582.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	70	EACH	\$ 47.30	\$ 3,311.00
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	5,882	LFT	\$ 0.75	\$ 4,411.50
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	5,882	LFT	\$ 0.75	\$ 4,411.50
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	40	LFT	\$ 10.10	\$ 404.00
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	2	EACH	\$ 126.00	\$ 252.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	2	EACH	\$ 201.50	\$ 403.00
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	-	LFT	\$ 10.10	\$ -
20	PAVEMENT MARKING, LINE GROOVING	11,764	LFT	\$ 0.42	\$ 4,940.88
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	-	EACH	\$ 570.00	\$ -
23	PIPE, TYPE 4, CIRCULAR 6 IN.	-	LFT	\$ 225.00	\$ -
24	BACKFILL	-	CYS		\$ -
25	CURB AND GUTTER, REMOVE	-	LFT	\$ 12.85	\$ -
26	SIDEWALK, CONCRETE, REMOVE	-	SYS	\$ 51.50	\$ -
27	SIDEWALK, CONCRETE	-	SYS	\$ 84.60	\$ -
28	CURB RAMP, CONCRETE	-	SYS	\$ 498.00	\$ -
29	CURB AND GUTTER, CONCRETE	-	LFT	\$ 63.00	\$ -
30	CURB AND GUTTER, ROLL CURB	-	LFT	\$ 72.50	\$ -
31	TRUNCATED DOMES, HOT DIPPED BLACK	-	SYS	\$ 460.00	\$ -
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	500	LFT	\$ 15.10	\$ 7,550.00
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	1,700	LFT	\$ 3.05	\$ 5,185.00
34	DETECTOR HOUSING	3	EACH	\$ 6,035.00	\$ 18,105.00
35	MULCHED SEEDING, TYPE U	-	SYS	\$ 10.10	\$ -
36	ASPHALT FOR TACK COAT	4	TON	\$ 1,010.00	\$ 4,040.00
37	ROADWAY SHOULDER, ASPHALT MILLING	881	SYS	\$ 8.50	\$ 7,488.50
TOTAL				\$	\$ 192,348.53

Includes:

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$ 505.00	\$ 505.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 2,130.00	\$ 2,130.00
3	MILLING, ASPHALT, 1.5"	7,609	SYS	\$ 1.45	\$ 11,033.05
5	MONUMENT/SURVEY MARKER SET	1	EACH	\$ 332.00	\$ 332.00
6	HMA, BASE REPAIR, TYPE B	300	TON	\$ 137.50	\$ 41,250.00
7	HMA WEDGE AND LEVEL, TYPE B	-	TON	\$ 117.50	\$ -
8	HMA SURFACE 9.5mm, TYPE B	628	TON	\$ 89.00	\$ 55,892.00
9	HMA FOR APPROACHES, TYPE B	-	TON	\$ 130.00	\$ -
10	CONSTRUCTION SIGN, A	6	EACH	\$ 226.00	\$ 1,356.00
11	MAINTAINING TRAFFIC	1	LS	\$ 5,900.00	\$ 5,900.00
12	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	73	EACH	\$ 47.30	\$ 3,452.90
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	5,871	LFT	\$ 0.75	\$ 4,403.25
14	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	5,871	LFT	\$ 0.75	\$ 4,403.25
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 8"	-	LFT	\$ 1.05	\$ -
16	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	-	LFT	\$ 10.10	\$ -
17	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	1	EACH	\$ 126.00	\$ 126.00
18	PAVEMENT MESSAGE MARKING, THERMO, WORD (ONLY)	1	EACH	\$ 201.50	\$ 201.50
19	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	-	LFT	\$ 10.10	\$ -
20	PAVEMENT MARKING, LINE GROOVING	11,742	LFT	\$ 0.42	\$ 4,931.64
21	EXCAVATION, COMMON	-	CYS	\$ 150.00	\$ -
22	CASTING, ADJUST TO GRADE	-	EACH	\$ 570.00	\$ -
23	Pipe TYPE 4, CIRCULAR 6 IN.		LFT	\$ 225.00	
24	BACKFILL		CYS		\$ -
25	CURB AND GUTTER, REMOVE	20	LFT	\$ 12.85	\$ 257.00
26	SIDEWALK, CONCRETE, REMOVE	-	SYS	\$ 51.50	\$ -
27	SIDEWALK, CONCRETE	-	SYS	\$ 84.60	\$ -
28	CURB RAMP, CONCRETE	-	SYS	\$ 498.00	\$ -
29	CURB AND GUTTER, CONCRETE	20	LFT	\$ 63.00	\$ 1,260.00
30	CURB AND GUTTER, ROLL CURB	-	LFT	\$ 72.50	\$ -
31	TRUNCATED DOMES, HOT DIPPED BLACK	-	SYS	\$ 460.00	\$ -
32	SAW CUT FOR ROADWAY LOOP AND SEALANT	-	LFT	\$ 15.10	\$ -
33	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	-	LFT	\$ 3.05	\$ -
34	DETECTOR HOUSING	-	EACH	\$ 6,035.00	\$ -
35	MULCHED SEEDING, TYPE U	40	SYS	\$ 10.10	\$ 404.00
36	ASPHALT FOR TACK COAT	2	TON	\$ 1,010.00	\$ 2,020.00
37	ROADWAY SHOULDER, ASPHALT MILLING	1,304	SYS	\$ 8.50	\$ 11,084.00
TOTAL				\$	\$ 150,941.59

Includes:

City of Fishers, Indiana

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this _____ day of _____, 2023, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and _____ ("Contractor"), for the project described as "Road Resurfacing Contract 23-1"(the "Project") and more particularly detailed in Appendix A (the "Work")

Owner/Engineer:

City of Fishers Engineering Department
Three Municipal Drive
Fishers, Indiana 46038

Contractor:

Project:

Road Resurfacing Contract 23-1 _____

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner 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 Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. **Enumeration of Contract Documents.** An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner 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 Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. 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 or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material 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 Documents.

H. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he 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 Agreement;
- 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 Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its 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 subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a 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 Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. 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).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project within _____ ninety_____ (90_) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within _____ thirty_____ (30_) days after the date when the Contract Time commences to run. 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 Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, 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. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One

thousand dollars (\$1,000.00) for each day that expires after the time specified herein for each Intermediate Completion Milestone until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One thousand dollars (\$1,000.00) for each day that expires after the time specified herein for completion and readiness for final payment.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of _____
dollars and _____ cents, (\$ _____)

("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, 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 Price. The Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported

by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.
- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is

hereby created on the part of the Contractor to return all such payments previously made in such case.

2. 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 or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor 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 Work, 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 subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner 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 Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner 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 subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the

Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

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.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. 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. If the right to interest is expressly provided in the Contract

Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Jason Taylor, P.E.
City of Fishers
One Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Article 12. Miscellaneous.

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

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all

remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** 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 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 Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions

hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. Mediation. The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 23-1

WORK: Asphalt Road Resurfacing & Misc. Paving Work on Fall Creek Rd, Geist Rd, Brooks School Rd, 131st St, Willowview Rd, Winding Creek, Britton Park Rd, Georgia Rd, Cyntheanne Rd.

DESIGN BY: City of Fishers
One Municipal Drive
Fishers, IN 46038

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-15, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered ____ through ____, inclusive with each sheet bearing the general title:
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. _____
 - _____
 - b. _____
 - _____
 - _____
 - c. _____
 - _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages B-1 to B-____, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the “Work”)

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement 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 Agreement with the City of Fishers, 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 _____

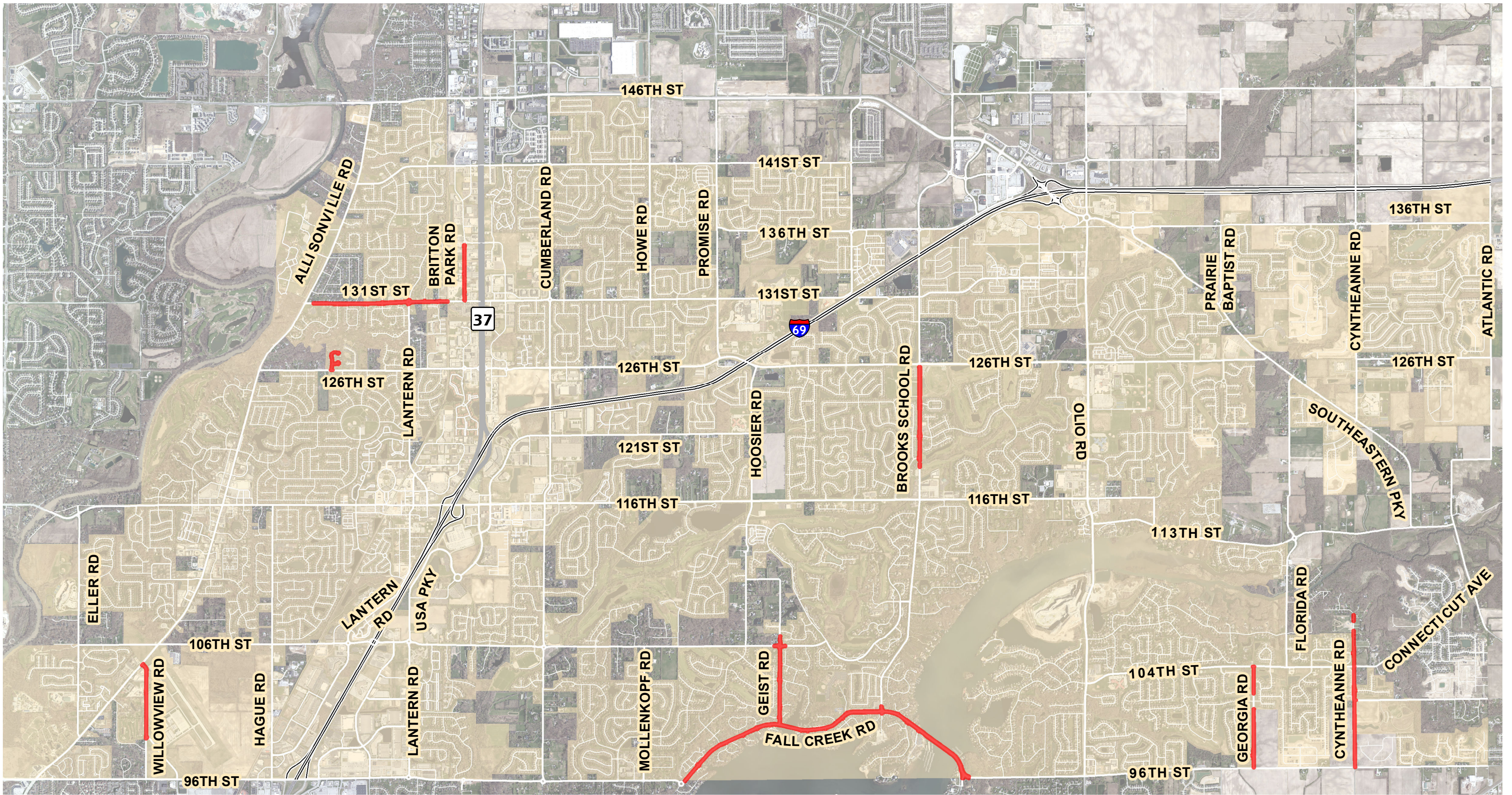
Subscribed and sworn to before me this _____ day of _____, 20__

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal



Fall 2022 CCMG

Legend

 Fall 2022 CCMG



FISHERS
EST. 1872



RESOLUTION NO. R012623

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY AWARDDING
ROAD REHABILITATION CONTRACT 23-1**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) desires to rehabilitate existing roadways and upgrade existing curb ramps to ADA standards within sections of: Fall Creek Road, Geist Road, Brooks School Road, Cyntheanne Road, Georgia Road, 131st St., Willowview Road, Britton Park Road, and Winding Creek subdivision. (“Project”), all as more specifically described in the bid specifications, which are attached hereto and incorporated herein as Exhibit A.

WHEREAS, Fishers bid the Project in accordance with Ind. Code § 36-1-12-4, and received bid responses, which are attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Fishers now desires to award the bid to the lowest responsible and responsive bidder and enter into an agreement for the Project (“Agreement”), which is attached hereto and incorporated herein as Exhibit C.

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

- Section 1.** The Board hereby awards the bid for the Project to Howard Companies, which is more particularly described in Exhibit B, attached hereto and incorporated herein.
- Section 2.** The Board hereby approves the Agreement in substantially similar form as Exhibit C, attached hereto and incorporated herein.
- Section 3.** The Board hereby designates the Mayor or his designee to execute the bid, the Agreement, and any and all documents necessary to effectuate their 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 this City of Fishers Board of Public Works & Safety this 26th day of January 2023.

**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: _____
Board Clerk

This instrument prepared by: Christopher P. Greisl, 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/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve professional services contract for On Call Engineering Services			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering			
	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
	Ordinance #:		Resolution #: R012623B	
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: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	A & F Engineering has served in a consulting role with the City of Fishers providing various engineering services to numerous departments including: Engineering, Public Works, Community Development, and Administration. This agreement perpetuates these services for calendar year 2023.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$142,800
	Expenditure \$:	\$142,800
	Source of Funds:	LRS 2020.4010.4420
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve contract with A&F Engineering and execute the agreement by the Board of Public Works and Safety.
	2.	Deny the contract and renegotiate.
	3.	Deny the contract and select another firm.
	4.	Take no action.
PROJECT TIMELINE	The proposed agreement continues the various engineering services provided by A & F Engineering for the City and they will begin January 1, 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this agreement to continue these open-ended services by A&F Engineering.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Contract - Exhibit A	

CONTRACT

THIS CONTRACT is made and entered into January 1, 2023, by and between the City of Fishers, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to furnish services to the City of Fishers on an as needed basis; and

WHEREAS, the CONSULTANT has expressed a willingness to provide services on an as needed basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section 1 Services by CONSULTANT

1.1 The services to be provided by the CONSULTANT under this Contract are as set out in Appendix "A", attached to this Contract, and made an integral part hereof.

Section 2 Information and Services to be Furnished by the LOCAL PUBLIC AGENCY

2.1 The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Contract, and made an integral part hereof.

Section 3 Schedule and Notice to Proceed

3.1 The CONSULTANT shall begin the work under this Contract on January 1, 2023 and continue through December 31, 2023.

Section 4 Compensation

4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "C", attached to this Contract, and made an integral part hereof.

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing, Suite 201, Indianapolis, Indiana 46240.

5.2 Employment

During the period of this Contract, the CONSULTANT shall not engage on this project on a full or part time or other basis any professional or technical personnel who are or have been at any time during the period of this Contract in the employ of the LOCAL PUBLIC AGENCY except regularly retired employees.

5.3 Covenant Against Contingent Fees

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Contract without liability, or, at its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.4 Subletting and Assignment of Contract

No portion of the work under this Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY . Consent to sublet, assign or otherwise dispose of any portion of the work under this Contract shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract. A subcontractor shall not subcontract any portion of its work under this Contract.

5.5 Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in their possession and any such loss or damage shall be restored at their expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

5.6 Access to Records

The CONSULTANT and their subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Contract and for three years from the date of final payment under the terms of this Contract, for inspection by the LOCAL PUBLIC AGENCY and copies shall be furnished if requested.

5.7 Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that they will comply with any and all Local, State, and Federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract.

5.8 Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent.

5.9 Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The

CONSULTANT shall send notice of claims related to work under this Contract to the LOCAL PUBLIC AGENCY.

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Contract, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Contract and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Contract shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

5.11 Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time of performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, it being understood, however, the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any or its rights herein.

5.13 Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Contract upon written notice.

(A) If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY . The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be a made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis.

- (B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times herein before specified, or within such further extension or extensions or time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Contract, then the Contract is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.
- (C) In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY . In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

5.14 Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds their successors, executors, administrators and assignees, to the other party of this Contract and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Contract.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT

shall assign, sublet or transfer its or their interest in this Contract without the consent of the other.

5.15 Supplements

This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract.

A&F ENGINEERING CO., LLC.

BY 
Steven J. Fehribach, P.E.
President

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FISHERS, INDIANA

BY _____
Member

BY _____
Member

BY _____
Member

Attest:

BY 
Joseph T. Rengel, P.E., PTOE
Vice President

Attest:

BY _____

APPENDIX "A"

SCOPE OF WORK

1. PROFESSIONAL SERVICES

The following is a list of services that may be included as part of the monthly retainer fee. The monthly retainer agreement is to provide the LOCAL PUBLIC AGENCY of Fishers with Professional Engineering Services on a as needed basis. All items listed are services that have been previously provided to the LOCAL PUBLIC AGENCY. The items listed below are examples of work previously conducted for the LOCAL PUBLIC AGENCY. These items are conducted on an as needed basis, but the intent is not to cover all intersections or roadways within the LOCAL PUBLIC AGENCY limits.

2. STUDIES

- Speed Studies
- 4-Way Stop Control Studies
- Preliminary Signal Warrant Studies
- Development Traffic Assessments
- Left-Turn Lane Requirement Studies
- Right-Turn Lane Requirement Studies
- Queue Length Studies
- Trip Generation Studies for Impact Fees

3. MISCELLANEOUS

- Coordinate Consultation and Equipment Needs/Upgrades with Signal Supplier
- Maintain Signal Timing for Adaptive Control System
- Pavement Marking Layout
- Pavement Marking Design
- Preliminary Intersection Design
- Review Intersections for Lane Configuration
- 24 Hour Traffic Volume Counts
- Peak Hour Traffic Volumes Counts
- Impact Fee Calculations

- Administer Traffic Signal Maintenance Program

4. MEETINGS

- Preliminary Technical Advisory Meetings
- Technical Advisory Meetings
- Impact Fee Appeals Board Meetings
- Preliminary Impact Fee Board Meeting
- Development Meeting to Review Proposed Development Plans and Roadway Plans
- Plan Commission
- City Council Meetings
- INDOT Meetings

5. ADDITIONAL SERVICES - Not Included In the Monthly Retainer Fee

For all design services, a lump sum contract will be provided. The design contract shall include signal design, roadway design, storm sewer design and final traffic signal warrant analysis.

APPENDIX "B"

INFORMATION & SERVICE TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

1. The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:
 - A. The LOCAL PUBLIC AGENCY shall designate an employee as the Project Coordinator to coordinate activities between the LOCAL PUBLIC AGENCY and CONSULTANT.
 - B. The LOCAL PUBLIC AGENCY shall provide the CONSULTANT with development data by which the CONSULTANT shall calculate roadway impact fees.
 - C. Compensate the CONSULTANT for their services.

APPENDIX "C"

COMPENSATION

1. Amount of Payment

A. Monthly Fee:

The consultant shall receive as payment for the work performed under this Contract a monthly fee of \$11,900.00.

B. Hourly Rates:

If additional services are required beyond the scope of this Contract or not included in a separate lump sum contract, they will be provided based on an hourly rate. The following rates shall be used:

Principal	\$225.00
Project Manager	\$210.00
Transportation Engineer	\$180.00
Designer	\$170.00
Traffic Count Supervisor	\$105.00
CADD Technician	\$120.00
Traffic Counter	\$100.00

RESOLUTION NO. R012623B

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC
WORKS & SAFETY APPROVING A PROFESSIONAL SERVICES
AGREEMENT FOR ON CALL ENGINEERING SERVICES**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) desires to contract for engineering services required to furnish the City on an as-needed basis;

WHEREAS, A&F Engineering Co., LLC., (“Consultant”) has expressed a willingness to provide services on an as-needed basis, which include but are not limited to the following: speed studies, 4-way stop control studies, preliminary signal warrant studies, queue length studies, trip generation studies, impact fee calculations, and attend various meetings on behalf of the City; and

WHEREAS, the City now desires to enter into a certain Professional Services Agreement with Consultant for on call engineering services (“Agreement”), all as more particularly described in the Agreement, which is attached hereto and incorporated herein as Exhibit A.

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 Agreement in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2. The Board hereby designates the Mayor 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 adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 26th day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve a Temporary Easement for Citizens Booster Station at Cumberland Park and Transfer of Property to the Town Hall Building Corporation.			
SUBMITTED BY	Name & Title: Hatem Mekky, Assistant Director Department: 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 #: R012623C	
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 – Name of Reviewer: Chris Greisl	
BACKGROUND (Includes description, background, and justification)	Citizens Energy Group (CEG) is proposing to build a booster station on the Cumberland Park property at 106th Street and Cumberland Road. City legal staff is working on the land transfer. Due to CEG's construction schedule, they have requested a temporary easement to allow construction to begin prior to the final land transfer. To begin the process for the land transfer to CEG, this item also includes the request to transfer the property from City of Fishers to the Town Hall Building Corporation via quitclaim deed to support the public utility project. Technical review was completed through the Technical Advisory Committee (TAC) process.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include Deny Approval Option)	1.	Accept the easement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Construction is anticipated to begin as soon as possible after approval of the easement and permit.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends acceptance of the easement as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Easement) 3. Exhibit B (Aerial Exhibit) 4. Exhibit C (Quitclaim Deed)	

Cross Reference Nos.: 9439080
Parcel No. 15-15-07-00-00-006.001

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the **City of Fishers, Hamilton County, Indiana**, an Indiana municipal corporation (“**Grantor**”), QUITCLAIMS to the **Fishers Town Hall Building Corporation**, an Indiana nonprofit corporation (“**Grantee**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, any and all right, title, and interest in the real estate in Hamilton County, Indiana, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Real Estate**”), including, without limitation, fee title to any public rights-of-way included therein.

The purpose of this deed is to ensure that as of the date hereof fee title to any portion of the Real Estate held by Grantor is vested in Grantee.

The undersigned person executing this Quitclaim Deed on behalf of Grantor represents and certifies that such person has been fully empowered to execute and deliver this Quitclaim Deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

No consideration has been exchanged in connection with this transfer; and the transfer is consequently exempt from the filing of a Sales Disclosure Form under IND. CODE § 6-1.1-5.5.

IN WITNESS WHEREOF, Grantor has executed this deed as of this ____ day of _____, 2023.

“Grantor”

CITY OF FISHERS, HAMILTON COUNTY,
INDIANA

By: _____
Scott Fadness, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Scott Fadness, personally known to me to be the Mayor of the City of Fishers, and acknowledged the execution of the foregoing Quitclaim Deed for and on behalf of said party.

WITNESS my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

EXHIBIT A
LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 7, Township 17 North, Range 5 East, in Hamilton County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said Northeast Quarter of said Section; thence North 89 degrees 10 minutes 33 seconds West along the North line of said Quarter section, 87.09 feet; thence South 00 degrees 49 minutes 28 seconds West, 84.31 feet; thence South 61 degrees 33 minutes 50 seconds West, 7.95 feet to the true point of beginning of this description; thence South 28 degrees 42 minutes 56 seconds East, 71.34 feet to a point 60.00 feet West, at right angles from the East line of said Section 7 and the centerline of Cumberland Road, said 60 feet being reserved by the Town of Fishers for future right of way; thence South 00 degrees 23 minutes 12 seconds West, 214.60 feet along said 60 foot line reserved for future right of way; thence North 89 degrees 10 minutes 11 seconds West, 138.82 feet to the eastern right of way of Cumberland Park Drive; thence continuing along said right of way along a curve to the left with a radius of 214.00 feet, a curve length of 31.28 feet, and having a chord bearing of North 61 degrees 23 minutes 13 seconds West and a chord length of 31.26 feet; thence continuing along said right of way North 68 degrees 01 minute 42 seconds West, 21.18 feet; thence North 46 degrees 11 minutes 49 seconds West, 107.03 feet; thence continuing along said right of way along a curve to the right with a radius of 68.50 feet, a curve length of 30.00 feet, and having a chord bearing of North 04 degrees 32 minutes 14 seconds East and a chord length of 29.76 feet; thence South 89 degrees 10 minutes 11 seconds East, 17.29 feet; thence North 00 degrees 52 minutes 19 seconds East, 34.96 feet; thence North 61 degrees 33 minutes 50 seconds East, 246.94 feet to the place of beginning, containing 1.183 acres, more or less, subject to all legal highways, right-of-way easements and restrictions of record.

RESOLUTION NO. R012623C

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF
PUBLIC WORKS & SAFETY TRANSFERRING CERTAIN REAL
PROPERTY TO THE FISHERS TOWN HALL BUILDING CORPORATION AND
APPROVING A CERTAIN TEMPORARY EASEMENT AGREEMENT**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) is the owner of certain real property commonly referred to as 0 Cumberland Road, Fishers, Indiana 46037, Parcel No.: 15-15-07-00-00-006.001 (the “**Real Estate**”), as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein;

WHEREAS, the Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis d/b/a Citizens Water (“**Citizens**”) seeks to construct a public utility project on a portion of the Real Estate, as more particularly described and depicted on **Exhibit B**, attached hereto and incorporated herein (the “**Project Site**”);

WHEREAS, the Project Site is currently deeded in the name of the City; however, it must be transferred to the Fishers Town Hall Building Corporation (the “**Corporation**”) to support the public utility project; and

WHEREAS, the Project Site shall be conveyed to the Corporation pursuant to a quitclaim deed (the “**Deed**”), which is attached hereto and incorporated herein as **Exhibit C**;

WHEREAS, to complete the public utility project, and prior to the land conveyance, Citizens must acquire the temporary right to access and use the Project Site, all as more particularly described in that certain Temporary Easement Agreement (“**Agreement**”), which is attached hereto and incorporated herein as **Exhibit D**; and

WHEREAS, the Board now desires to approve the transfer of the Project Site and the Agreement, all as further described 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 transfer and conveyance of the Project Site to the Corporation pursuant to the Deed, which is attached hereto as **Exhibit C**.
- Section 2.** The Board hereby approves the Agreement, which is attached hereto and incorporated herein as **Exhibit D**.
- Section 3.** The Board hereby authorizes the Mayor to execute the Deed, the Agreement, and any other documents necessary to effectuate the intent of this Resolution.

Section 4. 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 26th day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl

EXHIBIT A
[The Real Estate]

Cumberland Park

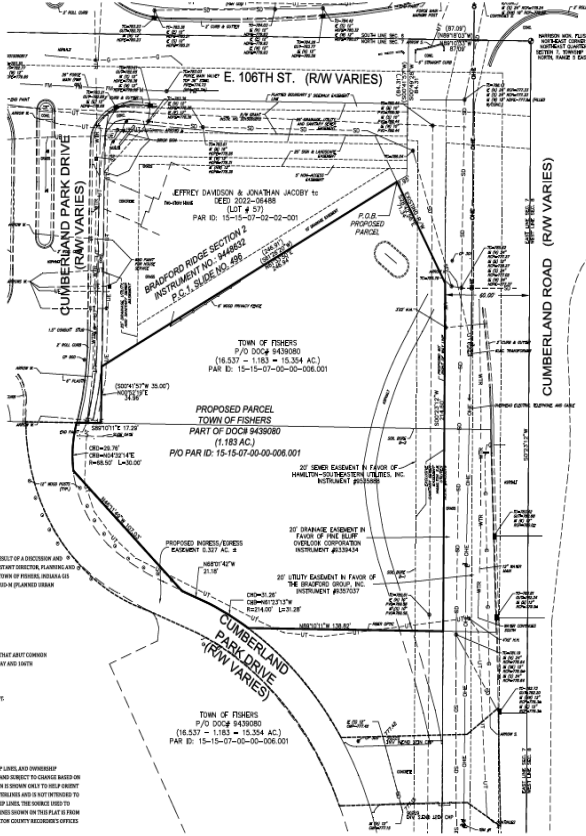


A part of the Northeast Quarter of Section 7, Township 17 North, Range 5 East, in Hamilton County, Indiana, more particularly described as follows: Beginning at the Northeast corner of said Northeast Quarter of said Section; thence North 89 degrees 18 minutes 03 seconds West along the North line of said Quarter section, 87.09 feet; thence South 00 degrees 41 minutes 57 seconds West, 84.31 feet; thence South 61 degrees 26 minutes 20 seconds West, 246.91 feet; thence South 00 degrees 41 minutes 57 West, 35.00 feet; thence North 89 degrees 18 minutes 03 seconds West, 148.21 feet; thence South 63 degrees 06 minutes 46 seconds West, 373.63 feet; thence South 68 degrees 42 minutes 46 seconds West, 310.16 feet; thence South 74 degrees 28 minutes 31 seconds West 252.17 feet to a point on the West line of the Northeast Quarter of the Northeast Quarter of said Section 7; thence South 00 degrees 23 minutes 24 seconds West along said West line, 170.10 feet; thence South 46 degrees 44 minutes 50 seconds East, 32.84 feet; thence South 41 degrees 38 minutes 33 seconds East, 42.68 feet; thence South 41 degrees 33 minutes 23 seconds East, 54.46 feet; thence South 57 degrees 25 minutes 25 seconds East, 50.71 feet; thence South 68 degrees 23 minutes 55 seconds East, 79.45 feet; thence South 87 degrees 22 minutes 08 seconds East, 63.88 feet; thence South 83 degrees 35 minutes 52 seconds East, 78.50 feet; thence South 81 degrees 07 minutes 54 seconds East, 59.58 feet; thence North 88 degrees 30 minutes 28 seconds East, 84.64 feet; thence South 83 degrees 45 minutes 34 seconds East, 55.24 feet; thence South 87 degrees 04 minutes 08 seconds East, 63.37 feet; thence South 75 degrees 05 minutes 58 seconds East, 48.20 feet; thence South 87 degrees 33 minutes 01 seconds East, 68.66 feet; thence North 84 degrees 41 minutes 34 seconds East, 63.18 feet; thence North 70 degrees 47 minutes 11 seconds East, 62.88 feet, thence South 84 degrees 51 minutes 46 seconds East, 60.46 feet; thence North 59 degrees 58 minutes 07 seconds East, 64.04 feet; thence North 63 degrees 17 minutes 47 seconds East, 66.26 feet; thence North 81 degrees 08 minutes 24 seconds East, 66.17 feet; thence North 56 degrees 34 minutes 41 seconds East, 56.30 feet; thence North 43 degrees 19 minutes 35 seconds East, 61.69 feet; thence North 31 degrees 15 minutes 37 seconds East, 43.89 feet; thence North 59 degrees 49 minutes 43 seconds East, 49.22 feet; thence North 70 degrees 30 minutes 28 seconds East, 42.43 feet; thence South 74 degrees 38 minutes 19 seconds East, 37.19 feet to a point on the East line of the aforesaid Northeast Quarter Section; thence North 00 degrees 15 minutes 41 seconds East along said East line, 713.01 feet to the place of beginning, containing 16.537 acres, more or less, subject to all legal highways, right-of-way easements and restrictions of record.

[The Project Site]

PROPOSED PARCEL EXHIBIT

FOR A PORTION OF INSTRUMENT #9439080
BEING A PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 5
EAST, IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA.

[illegible][illegible]

PROPOSED BUSINESS TRANSFER
SUBMIT

DUFFY-KAY
21.16

CUMBERLAND PARK DRIVE
21.16

CUMBERLAND PARK DRIVE
21.16

CUMBERLAND PARK DRIVE
21.16

TOWN OF FIDELITY
P.O. BOX 10000
16.527 - 11.83 - 10.304
PAR 15: 15.15-07.02-02.00

EASEMENT NOTE

LOCATION OF ANY EASEMENTS BOWEN EDITION ARE BASED ON THE RECORD PLAT, AND RECORDS BOWEN AVAILABLE AT THE FIDELITY RECREATION OFFICE. THESE RECORDS WERE FOUND DURING PLAT WORK BY APPROPRIATELY A POSSIBLE EASEMENT THAT COULD BE RELEVANT TO THIS PLAT.

UTILITY NOTE

THERE MAY BE OTHER UTILITIES OTHER THAN THOSE THAT ARE LISTED NOTIFIED BY A CERTIFIED STATE SPAN OF WORK PLAT. THIS PLAT WAS PREPARED AND IS BASED ON THE RECORDS OF THE TOWN OF FIDELITY. THERE MAY BE OTHER UTILITIES OTHER THAN THOSE THAT ARE LISTED NOTIFIED BY A CERTIFIED STATE SPAN OF WORK PLAT. THIS PLAT WAS PREPARED AND IS BASED ON THE RECORDS OF THE TOWN OF FIDELITY.

NOTE

THESE "STANDARD" AND "UNIVERSITY COMPLIANT" BATHS SHOW ARE OF THE FIRST FIELD WORK AND THE DATE OF THE FIRST FIELD WORK. THE DATE OF THE FIRST FIELD WORK AND THE DATE OF THE FIRST FIELD WORK. THE DATE OF THE FIRST FIELD WORK AND THE DATE OF THE FIRST FIELD WORK.

[illegible]

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

[illegible]

INVESTMENT #4960806
 LEAD INVESTMENT TERMINATED
 END, REDUCED AN INVESTMENT

QUARTER, SECTION 7, TOWNPARK 17
 QUARTER, SECTION 7, TOWNPARK 17
 QUARTER, SECTION 7, TOWNPARK 17
 QUARTER, SECTION 7, TOWNPARK 17

IN AN EXAMINATION ASSOCIATED WITH THIS
 MONTHS OF THE PROJECT LOCATION AND DOES

INVESTMENT, MAYBE AN EFFECTIVE DATE OF
 THE INVESTMENT
 CONTRACT THAT MAY BE ONE OF THEM

INVESTMENT INVESTMENT/232324, WITH AN
 INDIANA, WHICH IS THE CURRENT FLOOD
 ZONE. THE RESPECT PROJECT LOCATION IS
 IN 2019/20.

HARRISON COUNTY, INDIANA & INDIANA
 COUNTY, INDIANA

IN THE FLOODING ZONE, INVESTMENT
 REQUIRED BY THE COUNTY, HAVE
 REQUIRED BY THE COUNTY, HAVE
 BEEN DETERMINED TO BE REQUIRED.
 WAS LOCATED IN THE FIELD ZONE OF AN

BECAUSE OF OBSCURE DIRECTION OF AVOID
 TO DETERMINE THE LOCATION OF A

IN THE INVESTMENT, OR OTHER
 IN THE INVESTMENT, OR OTHER

THE INVESTMENT, OR OTHER, TO THE TOWN OF
 INVESTMENT OFFICE.

INVESTMENT FOR FUTURE RECENT OF

VOLKERT 5800 Westchase Drive, Suite 500 Indianapolis, Indiana 46256	PROJECT NO. 336375
	PROJECT NAME: 336375 Cumberland MT SHEET NO. of 1
FOR A PORTION OF INSTRUMENT #9439080 BEING A PART OF THE NORTHEAST QUARTER SECTION 7, TOWNSHIP 17 NORTH, RANGE 5 EAST, THE TOWNSHIP OF FISKE, HAMILTON COUNTY, INDIANA	

A part of the Northeast Quarter of Section 7, Township 17 North, Range 5 East, in Hamilton County, Indiana, more particularly described as follows: Commencing at the Northeast corner of said Northeast Quarter of said Section; thence North 89 degrees 10 minutes 33 seconds West along the North line of said Quarter section, 87.09 feet; thence South 00 degrees 49 minutes 28 seconds West, 84.31 feet; thence South 61 degrees 33 minutes 50 seconds West, 7.95 feet to the true point of beginning of this description; thence South 28 degrees 42 minutes 56 seconds East, 71.34 feet to a point 60.00 feet West, at right angles from the East line of said Section 7 and the centerline of Cumberland Road, said 60 feet being reserved by the Town of Fishers for future right of way; thence South 00 degrees 23 minutes 12 seconds West, 214.60 feet along said 60 foot line reserved for future right of way; thence North 89 degrees 10 minutes 11 seconds West, 138.82 feet to the eastern right of way of Cumberland Park Drive; thence continuing along said right of way along a curve to the left with a radius of 214.00 feet, a curve length of 31.28 feet, and having a chord bearing of North 61 degrees 23 minutes 13 seconds West and a chord length of 31.26 feet; thence continuing along said right of way North 68 degrees 01 minute 42 seconds West, 21.18 feet; thence North 46 degrees 11 minutes 49 seconds West, 107.03 feet; thence continuing along said right of way along a curve to the right with a radius of 68.50 feet, a curve length of 30.00 feet, and having a chord bearing of North 04 degrees 32 minutes 14 seconds East and a chord length of 29.76 feet; thence South 89 degrees 10 minutes 11 seconds East, 17.29 feet; thence North 00 degrees 52 minutes 19 seconds East, 34.96 feet; thence North 61 degrees 33 minutes 50 seconds East, 246.94 feet to the place of beginning, containing 1.183 acres, more or less, subject to all legal highways, right-of-way easements and restrictions of record.

Exhibit C
[The Deed]

Exhibit D

[Temporary Easement Agreement]

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between City of Fishers, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and American Structurepoint, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1901667

Project Description: Right-of-way Engineering and Land Acquisition Services for 116th and Allisonville Roundabout

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be June 30, 2025. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 94,140.00.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. Merger and Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. Notice to Parties: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Jason Taylor
Director of Engineering
One Municipal Drive
Fishers, IN 46038

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- Jason Taylor
Director of Engineering
One Municipal Drive
Fishers, IN 46038
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered

within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

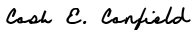
The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

American Structurepoint, Inc.

DocuSigned by:



Cash E. Canfield, PE

Chief Operating Officer

LOCAL PUBLIC AGENCY

City of Fishers

Scott Fadness, Mayor_____
Jeff Lantz, Member_____
Jason Meyer, Member

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. Right of Way Engineering

1. Right-of-Way Engineering

- a. The CONSULTANT shall prepare title research, legal descriptions, and/or right-of-way parcel plats, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL, and 865 IAC 1-12.
- b. The CONSULTANT shall compare and study, in detail, all of the title information and survey data furnished with it and the CONSULTANT shall calculate or otherwise determine all other data, as may be necessary, for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL. All documents, plats, and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to LPA. All documents and plats requiring a seal under this Contract may or may not be reviewed by LPA for content. If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that LPA or the consultant, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It will be the CONSULTANT'S duty to immediately inform LPA, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by LPA before proceeding on this portion of the work.
- c. The CONSULTANT may, with prior written approval of LPA, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by LPA for the purpose of completing the work included in this Contract.
- d. The CONSULTANT may, with the prior written approval of LPA, undertake field surveys for the purpose of checking title or plan data and/or for the acquisition of vital locative and boundary information that is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this Contract.
- e. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT will be dated and will bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the

same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility.

- f. Taking possession and use by LPA of completed portions of the work, at any time, will not be deemed as acceptance of the work so taken or used.

2. Right-of-Way Staking

The CONSULTANT shall provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

3. Title Research Services

a. Preparation of Title and Encumbrance Reports – Permanent Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property.

2) General

- a) Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicate.
- b) The CONSULTANT agrees to testify in court in behalf of the LPA on any title work prepared under this contract should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.
- c) The CONSULTANT agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.

b. Preparation of Title and Encumbrance Reports – Temporary Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information.

2) General

- a) The CONSULTANT shall furnish a copy of the deed(s) that conveyed the caption to the current fee owner and any sell-offs.
- b) Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicated.

c. Supplemental Title and Encumbrance Reports (Updates)

When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following, in duplicate:

- 1) A cover sheet that identifies any changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.
- 2) Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.

4. Appraisal Problem Analysis

The CONSULTANT shall provide an Appraisal Problem Report prepared by the project review appraiser (who is prequalified with INDOT) as follows:

- a. Examine the right-of-way plans and determine the extent of the taking
- b. Perform an on-site inspection of each parcel requiring right-of-way acquisition
- c. Determine the type of appraisal needed for each parcel in accordance with INDOT procedures
- d. Complete an Appraisal Problem Analysis form for each parcel to be acquired
- e. Transmit the completed report to the LPA for review and approval prior to the initiation of appraisal activity
- f. Revise the Appraisal Problem Analysis, as required, during the course of the project

B. Right-of-Way Acquisition Services

1. Project Management for Acquisition Services

- a. The CONSULTANT shall be responsible for administration, scheduling, and coordination of all activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting, including meetings, conferences, and communications with property owners, attorneys, engineers, appraisers, buyers, relocation agents, and the LPA.
- b. The CONSULTANT will submit an Assurance Letter to the LPA for signature and distribution to the INDOT Central office.
- c. These right-of-way services include all reasonable services required to secure the parcels based on the approved engineering design or recommendation to the LPA that a parcel be condemned.
- d. The CONSULTANT will ascertain that either the Appraiser or Buyer will provide each parcel owner with a copy of *How Land is Purchased for Highways*.
- e. The CONSULTANT will submit proposed fees for subconsultants to the LPA for approval prior to contracting for the services.
- f. The CONSULTANT will process claim vouchers and submit to the LPA for payments to property owners.
- g. For record retention, the CONSULTANT will submit each parcel file to the LPA upon completion of the described services via either hard copy parcel packet or digitally per LPA's direction.
- h. Upon securing all parcels, the CONSULTANT will enter information in INDOT's LRS system and submit a Certification Letter to the LPA for signature and distribution to the INDOT Central office.

2. Appraisal

- a. The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with *The INDOT Real Estate Division Manual* through the services of an INDOT prequalified appraiser.
- b. The CONSULTANT agrees to furnish the LPA, attached to each report, all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the LPA.
- c. The CONSULTANT agrees to furnish appraisal reports in an original and one copy on green paper for disbursement to the parcel owner, as well as an electronic copy in PDF format.
- d. The CONSULTANT agrees to furnish Waiver Valuation reports, if required, in an original and one copy on green paper for disbursement to the parcel owner, as well as an electronic copy in PDF format. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- e. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the LPA, the CONSULTANT shall inform LPA, in writing, of any such defect, error, or omission that cannot be resolved without altering the design.
- f. The CONSULTANT agrees to updating reports at the request of the LPA and/or testify on behalf of the LPA, on any parcels should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

3. Appraisal Review

- a. The CONSULTANT agrees to furnish the LPA all comparables used in the report, attached to each report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the LPA.
- b. The CONSULTANT agrees to furnish Certificate of Review Reports in an original and one copy on green paper for disbursement to the parcel owner, as well as an electronic copy in PDF format. Included with the review will be an original and one copy of the Statement of Basis for Just Compensation.
- c. The Certificate of Review Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- d. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy

itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the LPA, the CONSULTANT shall inform the LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

- e. The CONSULTANT agrees to update reports at the request of the LPA and/or testify in court on behalf of the LPA, on any parcels should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

4. Negotiation/Buying

- a. The CONSULTANT will be assigned parcels of real estate to acquire on an as-needed basis. The CONSULTANT shall make every reasonable effort to acquire assigned parcels expeditiously through buyers prequalified by INDOT.
- b. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by the LPA as just compensation for the acquisition. The offer will be made in a Uniform Land and Easement Acquisition Offer letter that will be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner will only be on light green paper) and a written statement explaining the basis for the amount that has been established. In accomplishing the above, the CONSULTANT shall do the following:
 - 1) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - 2) No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges, and obligations.
- c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by LPA.
- d. A revised offer and summary statement of just compensation will be provided the owner if:
 - 1) The extent of the taking is revised; or
 - 2) The approved estimate of just compensation is revised by the Review Appraiser.
- e. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
 - 1) The date and place of contact
 - 2) The parties of interest contacted
 - 3) The offer made
 - 4) The counter offer or reasons offer was not accepted

- 5) The signature of the buyer, date, and initialed by the person contacted
- f. The property owner must be given a copy of the report on each contact.
- g. The CONSULTANT further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989, and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the *INDOT Real Estate Division Manual*, this "Appendix "A", and any necessary interpretation of these furnished by LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.
- h. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to the LPA.
 - 1) The recommendation will consider administrative settlement, including the amount of settlement and reasons for a settlement;
 - 2) Otherwise, a condemnation report shall be filled out, title update ordered, and completed file submitted with the completed file after receiving a completed title update.
- i. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.
- j. The CONSULTANT shall enter pertinent information on appropriate conveyance document(s) for each parcel as described in the parcel packet and verify that the document(s) is recordable for the respective county.
- k. If condemnation services are required, the CONSULTANT can provide them as an Additional Service.

C. Excluded Design Services

The services listed below are not included in the scope of services. If desired by the LPA or INDOT, they may be added as part of a supplemental contract.

1. Landscaping and streetscape design
2. Municipal utility infrastructure design, including sanitary sewer and water line facilities
3. INDOT Right-of- way plan set
4. Bridge design services
5. Roundabout design services
6. Retaining wall design
7. Railroad coordination services
8. Traffic data collection, traffic forecasting, or traffic modeling
9. Alternate bid pavement, design, and plan preparation, and Life Cycle Cost Analysis
10. Hazardous waste mitigation if encountered on-site

11. Noise mitigation design
12. IDNR Construction in Floodway permit
13. Phase II Site Investigation or development of a remediation work plan
14. Subsurface Utility Engineering (SUE)

APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by INDOT or the LPA
4. Traffic assignments, traffic signal warrants (new signal), traffic lighting warrants (new lighting)
5. Available data and previous studies from the transportation planning process
6. Utility plans available to INDOT or the LPA covering utility facilities and the location of signals and underground conduits throughout the affected areas
7. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
8. Aerial survey information
9. All legal services as may be required for development of the project
10. An LPA representative with decision-making authority for inquiries
11. Payment of all permit and review fees required by agencies having jurisdiction over this project data
12. Relocation plans for utility facilities owned by the local municipality that may be impacted by the Project. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
13. All legal services as may be required for development of the project
14. An LPA representative with decision-making authority for inquiries
15. LPA letterhead to be used to make offers to property owners
16. LPA accounts payable vouchers. If LPA does not have accounts payable vouchers, standard State Board of Accounts vouchers will be used.
17. LPA attorney contact information for review and approval of conveyance documents
18. LPA policy regarding recording of conveyance and other applicable documents
19. LPA partial mortgage release policy
20. LPA closing policy regarding total acquisitions

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA. It is understood by both parties that the Right-of-Way Engineering and Services schedules outlined below and the date of Notice to Proceed will not allow for the Right-of-Way documents to be delivered to the District by September 9, 2023, for the February 15, 2024 letting. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practice and the LPA shall not hold CONSULTANT liable for performing the Services on a schedule other than that outlined below.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

A. Right-of-Way Engineering

1. Title work within 30 days after notice to proceed with title work
2. Parcel Development 45 days after final right-of-way has been set and notice to proceed is given
3. Right-of-Way Staking 21 days after request for staking is received
4. Appraisal Problem Analysis 30 days from completion of Parcel Development

B. Right-of-Way Services

1. Appraisals and documentation within 60 days after the notice to proceed with the appraisals and the completion of APA.
2. Review Appraisals and documentation within 30 days after receipt of each appraisal from the Appraiser
3. Buying and documentation within 180 days after receipt of notice to proceed with buying on each parcel

APPENDIX "D"**A. Amount of Payment**

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed \$94,140.00 unless approved in writing by the LPA.
2. The CONSULTANT shall be compensated for Right-of-Way Engineering Services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are show in Exhibit D, which is attached hereto and incorporated herein. The right-of-way engineering services unit costs shall be adjusted in accordance with INDOT's fee schedule once notice-to-proceed is given for right-of-way engineering services. The final amount will be adjusted according to the actual services performed; however, the final amount shall not exceed \$36,420.00 unless and until a supplemental agreement is executed. Six parcels are assumed.
3. The CONSULTANT shall be compensated for land acquisition services based on the specific cost per unit multiplied by the actual units of services performed. Estimated unit costs are shown in Exhibit A, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual services performed; however, the final amount shall not exceed \$57,720.00 unless and until a supplemental agreement is executed. Six parcels are assumed.
4. Estimated unit cost fees shown in Exhibit A for land acquisition services (including APA, Appraisal, Second Appraisal, Appraisal Review, Buying, Relocation and R/Management as included in this Agreement) will be adjusted based on the INDOT fee Schedule effective at the time when services are performed.
5. The CONSULTANT shall not be paid for any service performed by the LPA or not required to develop this project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA.

The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.1 of this Appendix, percentage completed, and prior payments.
2. The LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT.
 - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, Changes In Work, of the General Provisions set out in this Contract.

116th Street & Allisonville Road																			
FEE PROPOSAL, Dated: 12/27/2022																			
Parcel information				Right of Way Engineering							R/W Services Prior to Environmental Approval (PE)				R/W Services After Environmental Approval (also after FMIS Authorization if RW is Federally)				Total Fees
Parcel	Owner	Tax I.D.	Appraisal Report Type	Title Work Fee	Title Update Fee	Parcel Development Fees	R/W Plans (Survey Group Effort) Fees	Staking Fee	APA Fee	Subtotal R/W Engineering	Appraisal Fee	Review Appraisal Fee	R/W Management [1/2 of Fee]	Subtotal R/W Prior to Environmental	Buying Fee [includes title update fee]	Recording *	R/W Management [1/2 of Fee]	Subtotal R/W Services After Environmental	Total Fees
1	Honam Yum LLC	29-10-35-000-021.201-006	SF	\$ 450.00	\$ 150.00	\$ 4,400.00		\$ 800.00	\$ 270.00	\$ 6,070.00	\$ 3,015.00	\$ 1,445.00	\$ 1,000.00	\$ 5,460.00	\$ 2,160.00	\$ 150.00	\$ 1,000.00	\$ 3,310.00	\$ 14,840.00
2	Musca Properties LLC	29-14-02-038-001.000-006	SF	\$ 450.00	\$ 150.00	\$ 4,400.00		\$ 800.00	\$ 270.00	\$ 6,070.00	\$ 3,015.00	\$ 1,445.00	\$ 1,000.00	\$ 5,460.00	\$ 2,160.00	\$ 150.00	\$ 1,000.00	\$ 3,310.00	\$ 14,840.00
3	City of Fishers Redevelopment Commission	29-14-02-203-001.000-006	No Take							\$ -				\$ -				\$ -	\$ -
4	Macs Convenience Stores LLC	29-10-35-000-017.001-006	SFC	\$ 450.00	\$ 150.00	\$ 4,400.00		\$ 800.00	\$ 270.00	\$ 6,070.00	\$ 4,710.00	\$ 2,300.00	\$ 1,000.00	\$ 8,010.00	\$ 2,160.00	\$ 150.00	\$ 1,000.00	\$ 3,310.00	\$ 17,390.00
5	Flynn & Zinkan Properties I LLC	29-14-02-203-002.002-006	SF	\$ 450.00	\$ 150.00	\$ 4,400.00		\$ 800.00	\$ 270.00	\$ 6,070.00	\$ 3,015.00	\$ 1,445.00	\$ 1,000.00	\$ 5,460.00	\$ 2,160.00	\$ 150.00	\$ 1,000.00	\$ 3,310.00	\$ 14,840.00
6	TBD	TBD	SF	\$ 450.00	\$ 150.00	\$ 4,400.00		\$ 800.00	\$ 270.00	\$ 6,070.00	\$ 3,015.00	\$ 1,445.00	\$ 1,000.00	\$ 5,460.00	\$ 2,160.00	\$ 150.00	\$ 1,000.00	\$ 3,310.00	\$ 14,840.00
7	TBD	TBD	SFC	\$ 450.00	\$ 150.00	\$ 4,400.00		\$ 800.00	\$ 270.00	\$ 6,070.00	\$ 4,710.00	\$ 2,300.00	\$ 1,000.00	\$ 8,010.00	\$ 2,160.00	\$ 150.00	\$ 1,000.00	\$ 3,310.00	\$ 17,390.00
										\$ -				\$ -				\$ -	\$ -
										\$ -				\$ -				\$ -	\$ -
	UNALLOCATED FEE:									\$ -				\$ -				\$ -	\$ -
	Total			\$ 2,700.00	\$ 900.00	\$ 26,400.00	\$ -	\$ 4,800.00	\$ 1,620.00	\$ 36,420.00	\$ 21,480.00	\$ 10,380.00	\$ 6,000.00	\$ 37,860.00	\$ 12,960.00	\$ 900.00	\$ 6,000.00	\$ 19,860.00	\$ 94,140.00
CONTRACT CONTROL:																			

NOTE: Unit cost fees for R/W land acquisition services (including APA, Appraisal, Second Appraisal, Appraisal Review, Buying and R/W Management as included in this Agreement) will be adjusted based on INDOT Fee Schedule effective at the time of NTP when services are performed.

NOTE: Initial fees based on 2022 INDOT Fee Schedule.

NOTE: Any revisions required to 'Parcel Development' due to design changes will be charged at half of the original fee.

*If LPA records necessary documents, the Recording fee will not be billed.

RESOLUTION NO. R012623D

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF
PUBLIC WORKS & SAFETY APPROVING A CONSULTING AGREEMENT
(116TH & ALLISONVILLE ROAD)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) was awarded Highway Safety Improvement Project (“HSIP”) funding for intersection improvements at 116th Street and Allisonville Road (the “Project”);

WHEREAS, American Structurepoint, Inc., (“Consultant”) has expressed a willingness to perform certain engineering design and acquisition services related to the Project, all as more particularly described in that certain LPA Consulting Contract (“Agreement”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to engage Consultant to perform certain engineering design and acquisition services related to the Project in accordance with the Agreement.

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 Agreement in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor 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 this 26th day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve Right of Way services agreement for 116th and Allisonville Road			
SUBMITTED BY	Name & Title: Hatem Mekky, Assistant Director Department: 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 #: R012623D	
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: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	The City of Fishers received Highway Safety Improvement Project (HSIP) funding for intersection improvements for the intersection of 116 th Street and Allisonville Road. As the design process continues, some right of way needs have been determined. American Structurepoint have submitted a Not to Exceed contract for Right of Way services from Engineering through Buying service for 6 parcels.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$100,000.00
	Expenditure \$:	\$94,140.00
	Source of Funds:	Road Impact Fund
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the ROW Services Agreement.
	2.	Deny the Agreement.
	3.	
	4.	
PROJECT TIMELINE	Right of Way Services will begin as soon as the contract is executed.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the Right of Way Services Agreement with American Structurepoint for 116 th Street and Allisonville Road.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Right of Way Services Agreement	



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve Right of Way services agreement for 136 th Street Improvements from Southeastern Parkway to Cyntheanne Road.			
SUBMITTED BY	Name & Title: Hatem Mekky, Assistant Director Department: 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 #: R012623E	
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 – Name of Reviewer: Chris Greisl	
BACKGROUND (Includes description, background, and justification)	The City of Fishers received Federal Highway Administration (FHWA) funding for corridor improvements for 136 th Street from Southeastern Parkway to Cyntheanne Road. As the design process progresses, some right of way needs have been determined. Beam, Longest and Neff, LLC has submitted a Not to Exceed contract for Right of Way services from Appraising through Buying service for 23 parcels.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$200,000.00
	Expenditure \$:	\$202,500.00
	Source of Funds:	Road Impact Fund
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the ROW Services Agreement.
	2.	Deny the Agreement.
	3.	
	4.	
PROJECT TIMELINE	Right of Way Services will begin as soon as the contract is executed.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the Right of Way Services Agreement with Beam, Longest and Neff for the 136 th Street Improvements.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Right of Way Services Agreement	

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between the City of Fishers, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C. ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1802931 & 1902786

Project Description: Right-of-Way Services for the 136th Street Widening and Reconstruction from Southeastern Parkway to Cyntheanne Road

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2024. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ **202,500.00.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Jayson Taylor, Director of Engineering
One Municipal Drive
Fishers, IN 46038

Notices to the CONSULTANT shall be sent to:

James B. Longest, President
8320 Craig Street
Indianapolis, IN 46250

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

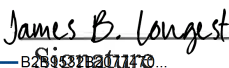
Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

DocuSigned by:


Signature

James B. Longest, President
(Print or type name and title)

Attest:

DocuSigned by:


Signature

Kristen Seymore, Project Coordinator
(Print or type name and title)

LOCAL PUBLIC AGENCY

Signature

(Print or type name and title)

Signature

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX "A"

Services to be furnished by CONSULTANT:

1. Right-of-Way Services
 - 1.1 Furnish personnel for right-of-way management, APA's, appraising, review appraising, owner negotiations, and title updates as needed for the acquisition of right-of-way, easements or right-of-entry as required for the Project.
 - 1.2 Furnish personnel for the recording of all transfer documents.
- 2.0 In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

APPENDIX "B"

Information and Services to be furnished by LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
2. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
3. All legal services as may be required for the development of the Project.
4. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX "C"

Schedule:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

1. The services by the CONSULTANT shall be completed within 365 calendar days after receipt of a notice to proceed, exclusive of review time by other agencies

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$97,600.00 (Des. No. 1802931) and \$104,900.00 (Des. No. 1902786) (Section A.1), unless a supplement is executed by the parties which increases the maximum amount payable.
2. Compensate the CONSULTANT for the Services under Appendix "A", Item 1 (Right-of-Way Services), based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule. The schedule shall be renegotiated should the completion of the work extend beyond 24 months from the date of the execution of the Agreement.

ItemCost**Right-of-Way Services (Des. No. 1802931)**

Appraisals

- Waiver Valuations (2 Parcels)	\$ 725.00 per parcel
- Value Findings (4 Parcels)	\$ 2,055.00 per parcel
- Short Forms (1 Parcel)	\$ 3,375.00 per parcel
- Residential Long Forms (3 Parcels)	\$ 4,815.00 per parcel
- Short Form w/ 4 Land Values Ea. (1 Parcel)	\$ 6,155.00 per parcel

Review Appraisals

- Waiver Valuations (2 Parcels)	\$ 435.00 per parcel
- Value Findings (4 Parcels)	\$ 1,035.00 per parcel
- Short Forms (1 Parcel)	\$ 1,630.00 per parcel
- Residential Long Forms (3 Parcels)	\$ 2,280.00 per parcel
- Short Form w/ 4 Land Values Ea. (1 Parcel)	\$ 3,075.00 per parcel

Title Updates (11 Parcels)	\$ 200.00 per parcel
----------------------------	----------------------

Negotiations (11 Parcels)	\$2,160.00 per parcel
---------------------------	-----------------------

Recording (11 Parcels)	\$ 180.00 per parcel
------------------------	----------------------

R/W Management (11 Parcels)	\$1,310.00 per parcel
-----------------------------	-----------------------

Appraisal Problem Analysis (11 Parcels)	\$ 270.00 per parcel
---	----------------------

Misc. Fees– CTC Fees, PMR Fees (if needed) \$ 2,000.00

Right-of-Way Services (Des. No. 1902786)

Appraisals

- Waiver Valuations (4 Parcels)	\$ 725.00 per parcel
- Value Findings (2 Parcels)	\$ 2,055.00 per parcel
- Short Forms (0 Parcels)	\$ 3,375.00 per parcel
- Residential Long Forms (6 Parcels)	\$ 4,815.00 per parcel

Review Appraisals

- Waiver Valuations (4 Parcels)	\$ 435.00 per parcel
- Value Findings (2 Parcels)	\$ 1,035.00 per parcel
- Short Forms (0 Parcels)	\$ 1,630.00 per parcel
- Residential Long Forms (6 Parcels)	\$ 2,280.00 per parcel

Title Updates (12 Parcels) \$ 200.00 per parcel

Negotiations (12 Parcels) \$2,160.00 per parcel

Recording (12 Parcels) \$ 180.00 per parcel

R/W Management (12 Parcels) \$1,310.00 per parcel

Appraisal Problem Analysis (12 Parcels) \$ 270.00 per parcel

Misc. Fees– CTC Fees, PMR Fees (if needed) \$ 2,000.00

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that approximately ninety seven thousand six hundred dollars (\$97,600.00) will be required to complete Right-of-Way Services for Des. No. 1802931 and it is estimated that approximately one hundred four thousand nine hundred dollars (\$104,900.00) for Des. No. 1902786. The CONSULTANT will contact the LPA when 80% of the fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated monthly.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

City of Fishers Engineering Department
One Municipal Drive
Fishers, Indiana 46038

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, including percentage completed and prior payments.

If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.

**FEE JUSTIFICATION EXHIBIT
ESTIMATED FEE PER PARCEL
RIGHT-OF-WAY SERVICES**

OWNER: Fishers, Indiana

PROJECT: 136th Street Des 1802931

DESCRIPTION: 11 Parcels

Task	Number of Parcels	Per Parcel Amount	Total
Appraisals			
Waiver Valuations	2	\$725.00	\$1,450.00
Value Findings	4	\$2,055.00	\$8,220.00
Short Forms	1	\$3,375.00	\$3,375.00
Residential Long Forms	3	\$4,815.00	\$14,445.00
Short Form with 4 Land Values Parcel 1	1	\$6,155.00	\$6,155.00
Review Appraisals			
Waiver Valuations	2	\$435.00	\$870.00
Value Findings	4	\$1,035.00	\$4,140.00
Short Forms	1	\$1,630.00	\$1,630.00
Residential Long Forms	3	\$2,280.00	\$6,840.00
Short Form with 4 Land Values Parcel 1	1	\$3,075.00	\$3,075.00
Appraisal Problem Analysis	11	\$270.00	\$2,970.00
Negotiations	11	\$2,160.00	\$23,760.00
Negotiations Review	0	\$360.00	\$0.00
Title Updates	11	\$200.00	\$2,200.00
Transfer Documents	0	\$180.00	\$0.00
Recording	11	\$180.00	\$1,980.00
R/W Management	11	\$1,310.00	\$14,410.00
Misc Fees as needed - PMR Fees, CTC Est fees, etc	1	\$2,000.00	\$2,000.00
Relocation	0	\$4,332.00	\$0.00
Relocation Review	0	\$1,815.00	\$0.00
Total fees			\$97,520.00
USE			\$97,600.00

**FEE JUSTIFICATION EXHIBIT
ESTIMATED FEE PER PARCEL
RIGHT-OF-WAY SERVICES**

OWNER: Fishers, Indiana

PROJECT: 136th Street Des 1902786

DESCRIPTION: 12 Parcels

Task	Number of Parcels	Per Parcel Amount	Total
Appraisals			
Waiver Valuations	4	\$725.00	\$2,900.00
Value Findings	2	\$2,055.00	\$4,110.00
Short Forms	0	\$3,375.00	\$0.00
Residential Long Forms	6	\$4,815.00	\$28,890.00
Review Appraisals			
Waiver Valuations	4	\$435.00	\$1,740.00
Value Findings	2	\$1,035.00	\$2,070.00
Short Forms	0	\$1,630.00	\$0.00
Residential Long Forms	6	\$2,280.00	\$13,680.00
Appraisal Problem Analysis	12	\$270.00	\$3,240.00
Negotiations	12	\$2,160.00	\$25,920.00
Negotiations Review	0	\$360.00	\$0.00
Title Updates	12	\$200.00	\$2,400.00
Transfer Documents	0	\$180.00	\$0.00
Recording	12	\$180.00	\$2,160.00
R/W Management	12	\$1,310.00	\$15,720.00
Misc Fees as needed - PMR Fees, CTC Est fees, etc	1	\$2,000.00	\$2,000.00
Relocation	0	\$4,332.00	\$0.00
Relocation Review	0	\$1,815.00	\$0.00
Total fees			\$104,830.00
Total fees			\$104,900.00

RESOLUTION NO. R012623E

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF
PUBLIC WORKS & SAFETY APPROVING A CONSULTING AGREEMENT
(136th STREET- SOUTHEASTERN PARKWAY TO CYNTHEANNE ROAD)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) was awarded Federal Highway Administration (“FHWA”) funding for corridor improvements to 136th Street from Southeastern Parkway to Cyntheanne Road (the “Project”);

WHEREAS, Beam, Longest and Neff, LLC (“Consultant”) has expressed a willingness to perform certain engineering design and acquisition services related to the Project, all as more particularly described in that certain LPA Consulting Contract (“Agreement”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to engage Consultant to perform certain engineering design and acquisition services related to the Project in accordance with the Agreement.

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 Agreement in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Mayor 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 this 24th day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve the 2023 Fishers Arts & Culture Commission Grant Program			
SUBMITTED BY	Name & Title: Ross Hilleary, Assistant Director, Planning & Zoning 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 #: R012623F	
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:</i>	
BACKGROUND (Includes description, background, and justification)	The Fishers Arts & Culture Commission (Commission) desires to invest in artists, art organizations, and cultural events that foster a city where arts and culture activities are a vital component of community life. Fishers is a community where arts and culture are valued, promoted for their economic benefit, and are an integral facet in our vibrant community while encouraging lifelong learning. The Commission is the nexus of local government and Fishers' residents which seeks to unite public and private partnerships. The result is fostering a thriving arts scene that continues to help build Fishers as a smart, vibrant, and entrepreneurial city. In 2021 the Commission awarded 17 projects and nearly \$43,000 in funding. In 2022 the Commission awarded 10 projects and nearly \$47,000 in funding. 19 Applications were submitted and \$136,972 of funds were requested. In 2023 the Commission is proposing to award 9 projects and \$50,750 in funding. Eligibility • Projects can be exhibits, events, programs, displays, or other artistic or cultural expressions. • Projects can be accomplished by the end of 2023. • Projects must take place within the city boundaries of Fishers and are encouraged to take place within the Nickel Plate District, a statewide designated cultural district. • Projects should relate to two or more of the Commission's Core Values: Inclusive, Authentic, Engaging, Collaborative, Innovative, and Educational Grants could range from \$1,000 to \$7,500.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$50,750
	Expenditure \$:	\$50,750
	Source of Funds:	Operating Budget - Planning & Zoning
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include Deny Approval Option)	1.	Approve Commission recommendation
	2.	Deny
	3.	Continue
	4.	Take no action
PROJECT TIMELINE	A. MOU via DocuSign are sent out to all applicants that have applied following the Board of Public Works & Safety meeting.	

	B. Applicants will coordinate with City Staff to provide information on their project so programs can be added to community calendars and can be promoted through various existing media channels. C. Grantees are required to report back in January 2024 with KPIs.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	The Grant/RFQ Subcommittee made a recommendation to the Fishers Arts & Culture Commission at their January 10, 2023 Meeting. The Commission approved funding nine (9) grants as presented totaling \$50,750 and authorizing the Planning & Zoning Director or designee full implementation and oversight
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution

RESOLUTION NO. R012623F

**A RESOLUTION OF THE CITY OF FISHERS, HAMILTON COUNTY,
INDIANA BOARD OF PUBLIC WORKS & SAFETY APPROVING THE
2023 FISHERS ARTS & CULTURE COMMISSION GRANT PROGRAM**

WHEREAS, the Fishers Arts & Culture Commission (Commission), a body of the City of Fishers, Hamilton County, Indiana (“City”) previously created the Fishers Arts & Culture Commission Grant Program (the “Grant”), to be administered by the Department of Planning and Zoning;

WHEREAS, the Commission desires to invest in artists, art organizations, and cultural events that foster a city where arts and culture activities are a vital component of community life and;

WHEREAS, Fishers is a community where arts and culture are valued, promoted for their economic benefit, and are an integral facet in our vibrant community while encouraging lifelong learning and;

WHEREAS, The Grant project can be exhibits, events, programs, displays, or other artistic or cultural expressions;

WHEREAS, the projects must be accomplished in 2023 and take place within the City and are encouraged to take place with the Nickel Plate District, a statewide designated cultural district;

WHEREAS, the projects should relate to two or more of the Commission’s Core Values of Inclusion, Authenticity, Engagement, Collaboration, Innovation, and Education;

WHEREAS, the Commission received applications from nineteen (19) artist, organizations or local non-profits with a total funding request of \$136,972;

WHEREAS, after careful review of the applications, the Commission now desires to award the Grants as further described in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers, Hamilton County, Indiana Board of Public Works & Safety meeting in regular session as follows:

- Section 1. The Board hereby approves the 2023 Fishers Arts & Culture Commission Grant Program as further described in Exhibit A, attached hereto and incorporated herein.

- Section 3. The Board hereby authorizes the Director of Planning & Zoning or their designee to execute the grants 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 26th DAY OF JANUARY, 2023.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____
Board Clerk

DATE: _____

This instrument prepared by: Christopher P. Greisl, 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/ Christopher P. Greisl

Exhibit A

Application #	Organization	Grant Amount
FACC-22-16	Shelley Feeney, Artist and Art Educator	\$5,750
FACC-22-21	St. George Middle Eastern Festival	\$6,500
FACC-22-22	The Forgiving Sea Project	\$7,500
FACC-22-29	Emerging Pearls Foundation	\$7,500
FACC-22-30	Fishers Arts Council	\$7,500
FACC-22-13	Fishers Music Works	\$4,000
FACC-22-23	31Svn Dance Academy	\$4,000
FACC-22-27	Resounding Joy	\$4,000
FACC-22-31	Shaunt'e Lewis Art LLC.	\$4,000

City of Fishers, Indiana
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 24 day of January 2023, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and E+B Paving, LLC ("Contractor"), for the project described as "106th Street & Kincaid Drive" (the "Project") and more particularly detailed in Appendix A (the "Work")

Owner:

City of Fishers
One Municipal Drive
Fishers, Indiana 46038

Owner/ Consultant Engineer:

A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

Project Engineer :

Jason Taylor, P.E.
Director of Engineering
City of Fishers

Contractor:

E+B Paving, LLC
17042 Middletown Ave.
Noblesville, IN 46060

Project:

106th Street & Kincaid Drive

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner 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 Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner 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 Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. 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 or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material 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 Documents.

H. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he 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 Agreement;
- 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 Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its 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 subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a 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 Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. 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).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project.

From the issuance of the Notice to Proceed Letter from the City, the Contractor shall be given the 180 calendar days to reach Substantial Completion. From Substantial Completion the Contractor shall be given 14 calendar days to reach Final Completion.

While the expected Substantial Completion Dates and Final Completion Dates are listed in the Instructions to Bidders' section of these Contract Documents, any delayed issuance of the Notice to Proceed Letter for any portion of the Contract shall result in a corresponding delay in the Substantial and Final Completion Dates. Contractual requirements of reaching Substantial and Final Completion on these portions of the Contract shall be defined by the calendar days expressed above.

After issuance of Notice to Proceed Letters, the Substantial and Final Completion Date shall only be subject to adjustments as authorized by Owner ("Contract Time"). No work requiring full or partial closure of any vehicular lanes or pedestrian pathways/sidewalk shall be allowed after the Substantial Completion Date. The Work shall be completed and ready for final payment in accordance the General Conditions on or before the Final Completion Date. Time limits stated in the Contract Documents are of the essence of this Agreement.

By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, 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. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to

make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner one thousand and no hundredths dollars (\$1,000.00) for each day that expires after the time specified herein for Substantial Completion until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that expires after the time specified herein for completion and readiness for final payment. If Contractor shall neglect, refuse or fail to open all traffic lanes during peak hours as defined in the plans and contract documents without any proper allowance thereof granted by Owner, Contractor shall pay Owner five hundred and no hundredths dollars (\$500.00) for each day that traffic lanes remain closed during morning or evening peak hours. The term "day" as used in the Contract documents shall mean calendar day unless otherwise specifically defined.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of \$ 395,106.09 ("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without

limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, 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 Price. The Owner reserves the right to accept any portion or combination of the alternate bids to establish the Contract Price upon issuance of Notice to Proceed. After issuance of Notice to Proceed, the Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

2. 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 or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor 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 Work, 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 subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner 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 Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner 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 subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance

will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

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.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. 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. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Jason Taylor, P.E.
City of Fishers
One Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Article 12. Miscellaneous.

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

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** 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 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 Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. **Mediation.** The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for

Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: 106th Street & Kincaid Drive

WORK: Construction of center curb on 106th Street and intersection improvement at 106th Street & Kincaid Drive to modify to a right-in/right-out entrance.

DESIGN BY: A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

CITY OF FISHERS, INDIANA
Appendix B
Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-21, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered 1 through 12, inclusive with each sheet bearing the general title: 106th Street & Kincaid Drive, and Drawings, consisting of a cover sheet and sheets numbered 1 through 12.
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. Special Provisions
 - b. _____
 - c. _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages Bid-6-1 to Bid-6-3, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the "Work")

Construction of center curb on 106th Street and intersection improvement at 106th Street & Kincaid Drive to modify to a right-in/right-out entrance.

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement 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 Agreement with the City of Fishers, 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 _____

1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal

Itemized Bid Proposal found on Bid 6-1 to Bid 6-3



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request for Bid Award of 106 th Street & Kincaid Drive			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering			
	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
	Ordinance #:		Resolution #: R012623G	
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 – Name of Reviewer: Chris Greisl	
BACKGROUND (Includes description, background, and justification)	In 2017, the City of Fishers, Hamilton County and the Indiana Department of Transportation (INDOT) completed the construction of the I-69/106th Street Interchange. As part of the construction, a right-in was constructed at the intersection of 106th Street and Kincaid Drive. Since that time, the City has been coordinating with INDOT and Federal Highway (FHWA) to construct a Right-out at the 106th Street and Kincaid Drive intersection. All parties have agreed to terms on the construction of the right-out at the intersection, but certain other improvements are required to be included. The other improvements include; median along 106th Street between the interchange and Lantern Road Roundabout and channelized intersection improvement project at the new Kincaid Drive and Pearl Street Intersection. Request for Bids was advertised with bids opened on January 10, 2023. Three bidders submitted on this project and the lowest and most responsive bid was from E&B Paving, LLC in the amount of \$395,669.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$395,669
	Expenditure \$:	\$395,669
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve contract with E&B Paving, LLC.
	2.	Deny the contract.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Notice to Proceed will be issued once the contract is signed.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Contract - Exhibit A 2. Engineers Recommendation Letter - Exhibit B 3. Proposal Summary - Exhibit C	



106th Street & Kincaid Drive
Proposal Summary

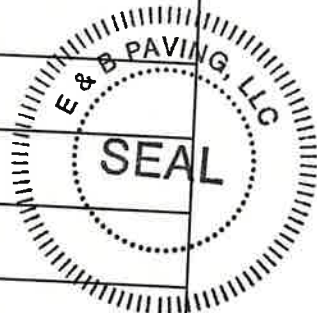
Total Base Bid\$ 395,669.00



City of Fishers
BIDDER PROPOSAL SUMMARY PAGE
AND
BIDDER REMINDER LIST TO BE INCLUDED
IN BID PACKAGE FOR BID OPENING

Complete the following information and place as the cover page to your Bid package. Insert all documents into an envelope with project name and your company name clearly marked on the outside. Seal the envelope.

Company:	E & B Paving, LLC
Project Name:	106th Street & Kincaid Drive
Date Submitted:	January 10, 2023
Base Bid Amount:	395,669.00
Alternate 1 Bid Amount:	N/A
Alternate 2 Bid Amount:	N/A
Alternate 3 Bid Amount:	N/A
Alternate 4 Bid Amount:	N/A
Alternate 5 Bid Amount:	N/A
Alternate 6 Bid Amount:	N/A



Bidding Requirement:		
	Yes	No
Part 1 - Bidder Information	X	
Part 2 - Proposal (Bid)	X	
Part 3 - Contract Items and Unit Prices	X	
Part 4 - Contract Documents and Addenda	X	
Part 5 - Exceptions	X	
Part 6 - (Form No. 96) (Contractor's Bid for Public Work)	X	
Part 7 - Additional Declarations	X	
Part 8 - Signatures	X	
Part 9 - Post Bid Manufacturers List	X	
Part 10 - Post Bid Subcontractors List	X	

IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE BIDDER'S BID MAY NOT BE ACCEPTED OR REJECTED

City of Fishers
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: **106th Street & Kincaid Drive**

Proposal For: E & B Paving, LLC

Date: January 10, 2023

**To: City of Fishers
One Municipal Drive
Fishers, Indiana 46038**



- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.
- B. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred fifty (150) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within four (4) days after the date of Owner's Notice of Award.
- C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- D. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.



PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: E & B Paving, LLC

1.2 Bidder Address: 17042 Middletown Avenue

City: Noblesville State: IN Zip: 46060

Phone: (317)-773-4132 Fax: (317)-773-4137 Email: ryan.defries@ebpaving.com

1.3 Bidder is a/an [mark one]

 Individual Partnership XXX Indiana Corporation

 Foreign (out of state) Corporation; State

 Joint Venture Other

1.4 *[The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]*

.1 Corporation Name:

.2 Address:

.3 Date registered with State of Indiana:

.4 Indiana Registered Agent:

Name:

Address:



PART 2 **BID PROPOSAL**

2.1 Base Bid

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Three Hundred Ninety-Five Thousand, Six Hundred Sixty-Nine and no cents (00/100) Dollars (\$ 395,669.00). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Agreement.

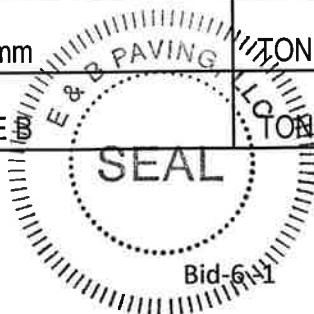


PART 3
CONTRACT ITEMS AND UNIT PRICES

[This Part to be only for Bidding on Unit Price Contracts for the Contract Items show]

106th Street & Kincaid Drive
Fishers , Indiana

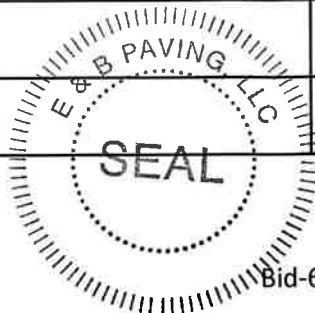
Contract Item No.	Description (in words)	Unit	Estimated Quantity	Unit Price	Total Price for Item
1	CONSTRUCTION ENGINEERING	LS	1.00	\$ 10,000.00	\$ 10,000.00
2	MOBILIZATION AND DEMOBILIZATION	LS	1.00	\$ 65,726.46	\$ 65,726.46
3	CLEARING RIGHT OF WAY	LS	1.00	\$ 5,428.00	\$ 5,428.00
4	CURB AND GUTTER, REMOVE	LFT	11.00	\$ 68.06	\$ 748.66
5	CURB, CONCRETE INTEGRAL, REMOVE	LFT	89.00	\$ 26.53	\$ 2,361.17
6	SIGN, REMOVE	EA	4.00	\$ 40.97	\$ 163.88
7	EXCAVATION, COMMON	CYS	318.00	\$ 109.15	\$ 34,709.70
8	SILT FENCE	LFT	140.00	\$ 13.60	\$ 1,904.00
9	TEMPORARY EROSION SEDIMENT CONTROL, CURB INLET PROTECTION	EA	18.00	\$ 99.44	\$ 1,789.92
10	TEMPORARY EROSION SEDIMENT CONTROL, CULVERT PIPE PROTECTION	EA	1.00	\$ 163.88	\$ 163.88
11	TEMPORARY EROSION SEDIMENT CONTROL, REVETMENT RIPRAP	TON	16.00	\$ 84.64	\$ 1,354.24
12	SUBGRADE TREATMENT, TYPE IBC (stone option)	SYS	269.00	\$ 84.83	\$ 22,819.27
13	STRUCTURE BACKFILL, TYPE 2	CYS	11.00	\$ 94.44	\$ 1,038.84
14	COMPACTED AGGREGATE, NO. 8	CYS	5.00	\$ 77.64	\$ 388.20
15	COMPACTED AGGREGATE, NO. 53	CYS	60.00	\$ 60.00	\$ 3,600.00
16	MILLING, ASPHALT, 1 1/2 IN.	SYS	3580.00	\$ 4.00	\$ 14,320.00
17	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	TON	309.00	\$ 130.00	\$ 40,170.00
18	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	TON	20.00	\$ 385.00	\$ 7,700.00
19	QC/QA-HMA, 2, 64, BASE, 25.0 mm	TON	30.00	\$ 275.00	\$ 8,250.00
20	HMA WEDGE AND LEVEL, TYPE B	TON	48.00	\$ 130.00	\$ 6,240.00



PART 3
CONTRACT ITEMS AND UNIT PRICES

[This Part to be only for Bidding on Unit Price Contracts for the Contract Items show]

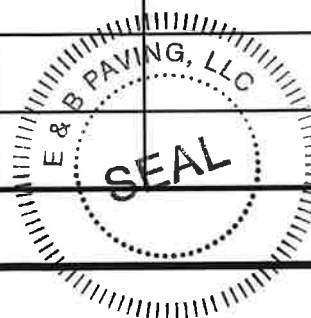
106th Street & Kincaid Drive Fishers, Indiana					
Contract Item No.	Description (in words)	Unit	Estimated Quantity	Unit Price	Total Price for Item
21	JOINT ADHESIVE, SURFACE	LFT	404.00	\$ 4.00	\$ 1,616.00
22	LIQUID ASPHALT SEALANT	LFT	384.00	\$ 4.00	\$ 1,536.00
23	ASPHALT FOR TACK COAT	TON	1.00	\$ 1.00	\$ 1.00
24	CURB AND GUTTER, CONCRETE	LFT	109.00	\$ 90.00	\$ 9,810.00
25	CURB, CONCRETE	LFT	303.00	\$ 56.00	\$ 16,968.00
26	CENTER CURB, D CONCRETE	SYS	349.00	\$ 150.00	\$ 52,350.00
27	CONCRETE WASHOUT	EA	1.00	\$ 550.00	\$ 550.00
28	SODDING	SYS	235.00	\$ 25.00	\$ 5,875.00
29	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	124.00	\$ 16.70	\$ 2,070.80
30	PIPE, TYPE 2 CIRCULAR, 12 IN.	LFT	33.00	\$ 68.66	\$ 2,265.78
31	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	SYS	117.00	\$ 4.90	\$ 573.30
32	AGGREGATE FOR UNDERDRAINS	CYS	11.00	\$ 94.44	\$ 1,038.84
33	INLET, C15	EA	1.00	\$ 6,506.76	\$ 6,506.76
34	CASTING, INLET, ADJUST TO GRADE	EA	2.00	\$ 353.40	\$ 706.80
35	CASTING, MANHOLE, ADJUST TO GRADE	EA	2.00	\$ 1,608.34	\$ 3,216.68
36	ROAD CLOSURE SIGN ASSEMBLY	EA	2.00	\$ 285.00	\$ 570.00
37	TEMPORARY PAVEMENT MARKING, 4 IN	LFT	6903.00	\$ 1.35	\$ 9,319.05
38	DETOUR ROUTE MARKER ASSEMBLY	EA	18.00	\$ 80.00	\$ 1,440.00
39	CONSTRUCTION SIGN, A	EA	22.00	\$ 140.00	\$ 3,080.00
40	FLASHING ARROW SIGN	DAY	120.00	\$ 16.00	\$ 1,920.00



PART 3
CONTRACT ITEMS AND UNIT PRICES

[This Part to be only for Bidding on Unit Price Contracts for the Contract Items show]

106th Street & Kincaid Drive Fishers , Indiana					
Contract Item No.	Description (in words)	Unit	Estimated Quantity	Unit Price	Total Price for Item
41	MAINTAINING TRAFFIC	LS	1.00	\$ 35,000.00	\$ 35,000.00
42	BARRICADE, III-B	LFT	40.00	\$ 18.00	\$ 720.00
43	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	LFT	18.00	\$ 50.00	\$ 900.00
44	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	7.00	\$ 42.00	\$ 294.00
45	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	7.00	\$ 45.00	\$ 315.00
46	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	804.00	\$ 0.85	\$ 683.40
47	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	101.00	\$ 0.85	\$ 85.85
48	GROOVING FOR PAVEMENT MARKINGS	LFT	905.00	\$ 1.75	\$ 1,583.75
49	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.	LFT	34.00	\$ 10.25	\$ 348.50
50	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	3.00	\$ 275.00	\$ 825.00
51	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, ONLY	EA	1.00	\$ 300.00	\$ 300.00
52	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	51.00	\$ 14.77	\$ 753.27
53	SNOWPLOWABLE RAISED PAVEMENT MARKER	EA	51.00	\$ 70.00	\$ 3,570.00
106th Street & Kincaid Drive Bid Total					\$ 395,669.00



PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Agreement and in the Standard General Conditions and incorporates such Contract Documents herein by reference.
- 4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>January 6, 2023</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>



PART 5
EXCEPTIONS

Instructions To Bidders:

- 5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.
- 5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.
- 5.3 Exceptions, if any:

N/A



PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's Indiana Revised Financial Form 96/financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms No. 96a and No. 102 (Contractor's Bid for Public Work).



BID OF

E & B PAVING, LLC

(Contractor)

17042 MIDDLETOWN AVENUE

(Address)

NOBLESVILLE, IN 46060

FOR

PUBLIC WORKS PROJECTS

OF

106th & Kincaid Drive



Filed January 10, 2023

Action taken



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): January 10, 2023

1. Governmental Unit (Owner): Board of Public Works & Safety of Fishers, Indiana

2. County: Hamilton

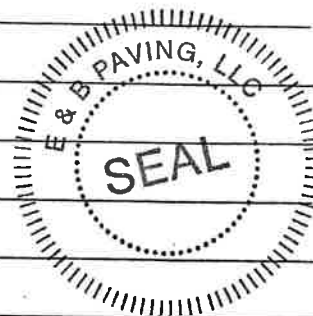
3. Bidder (Firm): E & B Paving, LLC

Address: 17042 Middletown Avenue

City/State/ZIPcode: Noblesville, IN 46060

4. Telephone Number: (317) 773-4132

5. Agent of Bidder (if applicable): Steve Broermann



Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 106th & Kincaid Drive

(Governmental Unit) in accordance with plans and specifications prepared by City of Fishers Engineering

Department, Jason Taylor P.E.

and dated January 10, 2023 for the sum of

see attached itemized proposal

\$ see attached itemized proposal

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

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

Governmental Unit: Board of Public Works & Safety of Fishers, Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): January 10, 2023



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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
109,144,840.00	Road Construction	2018	I-69 Sec 5
15,880,171.00	Road Construction	2017	R-30362 - US 41
10,058,291.00	Road Construction	2017	All Points, Plainfield
6,990,602.00	Road Construction	2017	UPS Centennial Expansion

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
143,000,000.00	Road Construction	2020	INDOT I-65 Best Value-Seymour
70,419,196.00	Road Construction	2020	INDOT R-37383 I-65 Design/Build
59,237,144.00	Road Construction	2019	INDOT I-69 Section 5
26,725,142.00	Road Construction	2020	INDOT B-33539 - US 41

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

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

Pepper Construction - Phil Alymeyer

Beazer Communities - Paul Claire

Pulte Homes - Mike Morgan

Republic Development - Doug Wagner

Boomerang Development - Chris Werth

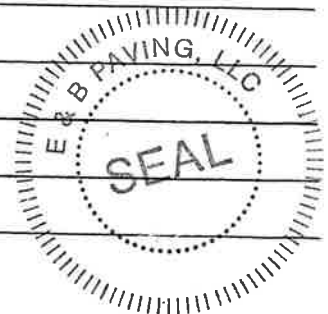
SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

as per plans & specifications

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

List provided upon request



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

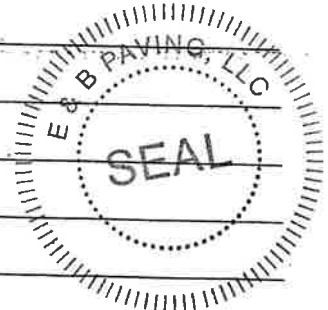
Yes, List provided upon request

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

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

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

Yes



SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at Noblesville, IN this 10th day of January, 2023

E & B Paving, LLC

(Name of Organization)

By

Steve Broermann

Area Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Hamilton) ss

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

Subscribed and sworn to before me this 10th day of January, 2023.

April N. Ryan
Notary Public

My Commission Expires: June 5, 2024

County of Residence: Madison



Standard Questionnaires and Financial Statement for Bidders

Prescribed by
THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on
public construction when the aggregate cost of any such work or improvement
will be Five Thousand Dollars or more.

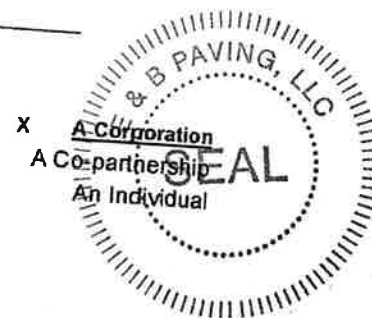
These statements to be submitted under oath by each bidder with and as
a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to Board of Public Works & Safety of Fishers, Indiana

By _____
Address: E & B Paving, LLC
286 W. 300 N.
Anderson, IN 46012

Date Submitted: January 10, 2023

Filed



Page intentionally left blank



Page intentionally left blank



Submitted by
Principal Office at
To

E & B Paving, LLC
286 W. 300 N., Anderson, IN 46012



EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- 1 How many years has your organization been in business as a general contractor under your present business name? 54 years
- 2 How many years experience in Asphalt Resurfacing construction work has your organization had:
(a) As a general contractor 54 years (b) As a sub-contractor 54 years
- 3 What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
\$109,144,840.00	Road Reconstruction	2018	I-69 Sec 5
\$70,526,700.00	Road Reconstruction	2020	INDOT R-37383 I-65 Design/Build
\$27,252,528.00	Road Reconstruction	2020	INDOT B-33539 - US 41
\$12,577,000.00	Road Reconstruction	2020	KYTC 18-1020 Bluegrass Parkway

- 3-A What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
\$174,321,000.00	Road Reconstruction	2023	INDOT R-38526-I-465 & I-69 ClearPath
\$154,529,000.00	Road Reconstruction	2022	INDOT I-65 Best Value-Seymour
\$83,787,499.00	Road Reconstruction	2023	INDOT I-65 Boone County
\$31,591,105.00	Road Reconstruction	2023	INDOT North-Split I-70 & I-65

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

- 5 Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor:

- 6 Has any officer or partner of your organization ever failed to complete a construction contract handles in his own name? No If so, state name of individual, name of owner and reason therefor:

- 7 In what other lines of business are you financially interested? None

8 For what corporations or individuals have you performed work, and to whom do you refer?

Force Construction	Wilhelm Construction
Beazer Communities	LGC Corporation
United Parcel Service	Indiana University
Pulte Homes	Gradex, Inc.
Rieth Riley	Lennar

9 For what cities have you performed work and to whom do you refer?

Anderson	Muncie	Huntington	Carmel	Pendleton
Fishers	Noblesville	Ft. Wayne	Washington	Clarksville
Yorktown	Kokomo	Rochester	Greenfield	Culver
Bremen	Vincennes	Plainfield	Jeffersonville	Indianapolis
Bloomington	Evansville	Freemont	Bluffton	Angola

10 For what counties have you performed work and to whom do you refer?

Madison Co.	Delaware Co.	Clark Co.
LaGrange Co.	Marlin Co.	Monroe Co.
Howard Co.	Gibson Co.	Noble Co.
Allen Co.	Warrick Co.	Steuben Co.
Huntington Co.	Henry Co.	Owen Co.
Hamilton Co.	Harrison Co.	Knox Co.

11 For what State Bureaus or Departments have you performed work and to whom do you refer?

INDOT Greenfield District	
INDOT Seymour District	INDOT Crawfordsville District
INDOT Ft. Wayne District	INDOT LaPorte District
INDOT Vincennes District	

12 Have you ever preformed any work for the U.S. Government?

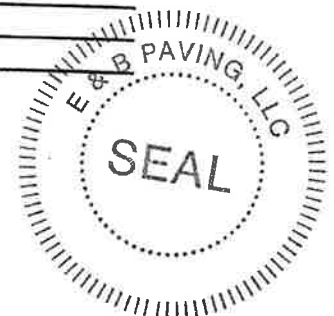
Yes

If so, when and to whom do you refer?

IN Dept of Transportation	Hamilton County	Indianapolis International Airport
Kentucky Transportation Cabinet	Allen County	Grissom Air Reserve Base
Ohio Dept of Transportation	Noble County	Howard County
Vanderburgh County	Huntington County	Gibson County
Delaware County Airport	Madison County	Monroe County

13 What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of construction experience	Magnitude and Type of Work	In what capacity
Larry Canterbury	President	24	Admin & Mgmt	
Rod Middaugh	Gen. Super.	37	Constr. & Superv.	
John Eller	Vice Pres.	49	Admin & Mgmt	
Tony Evans	Vice Pres.	33	Admin & Mgmt	
Greg Bridges	Safety	16	Safety Mgmt	



PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories herein made

- 1 In what manner have you inspected this proposed work? Explain in detail. Reviewed Plans & Specifications
- 2 Explain your plan or layout for performing the proposed work. as per plans & specifications
- 3 The work, if awarded to you, will have the personal supervision of whom? Undetermined at this time
- *4 Do you intend to do the hauling on the proposed work with your own forces? No
If so, give amount and type of equipment to be used _____
- *5 If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.
Undetermined at this time

* Items 4, 5, 6 and 7 may not be applicable in all building contracts, if not, omit.



*6 Do you intend to do the grading on the proposed work with your own forces? No
If so, give type of equipment to be used?

*7 If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility
Undetermined at this time

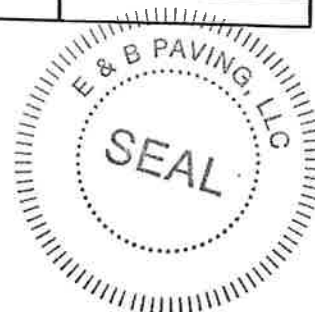
8 Do you intend to sublet any other portions of the work? Yes If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility
Subcontractor Information will be provided at a later time

9 From which sub-contractors or agents do you expect to require a bond? None

10 What equipment do you own that is available for the proposed work?

[illegible]

7



- 11 What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

[illegible]

- 12 How and when will you pay for the equipment to be purchased?**

- 13 Do you propose to rent any equipment for this work? _____ If so, state type, quantity and reasons for renting

- 14 Have you made contracts or received firm offers for all materials within prices used in preparing your proposal?
If not give names of dealers or manufacturers_____

Dated at Anderson, IN this 22nd day of June 2022

E & B Paving, LLC

By

Name of Organization: Sachin Shinde

Sarah M. Shuter, Secretary

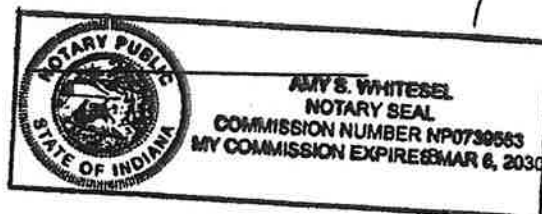
(Title of Person Signing)

State of Indiana }
County of Madison } SS:

Sarah M. Shuter being duly sworn, deposes and says that he is Secretary of the above E & B Paving, LLC and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

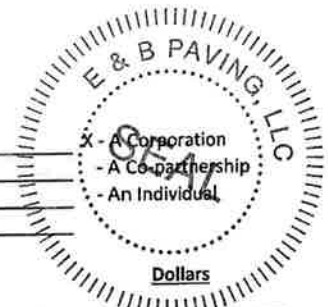
Subscribed and sworn before me this 22nd day of June, 2022

Omey Shikhesul



Contractor's Financial Statement

Submitted by: **E & B Paving, LLC**
 with principle office at: **286 W 300 N, Anderson IN 46012**
 To: _____
 Condition at close of business: **November 30, 2022**

**ASSETS**

1. Cash: (a) on hand \$ -0-	(b) in bank XX	© Elsewhere \$ -0-	347
2. Notes receivable	(a) Due within 90 days		-
	(b) Due after 90 days		-
	(c) Past due		-
Accounts receivable from completed contracts, exclusive of claims not approved for payment			15,789,563
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate	(a) Amount receivable after deducting retainage		63,158,252
	(b) Retainage to date, due upon completion of contract		8,948,614
5. Accounts receivable from sources other than construction contracts.			45,114,257
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days:			-
	(b) Recoverable after 90 days		-
7. Interest accrued on loans, securities, etc.			6,888,279
8. Real Estate:	(a) Used for business purposes		-
	(b) Not used for business purposes		-
9. Stocks and bonds:	(a) Listed - Present market value		-
	(b) Unlisted - present value		-
10 Materials in stock not included in Item #4			14,986,873
	(a) For uncompleted contracts (present value)		-
	(b) Other materials (present value)		-
11 Equipment, book value			37,915,169
12 Furniture and fixtures, book value			140,360
13 Other assets			27,325,832
Total Assets			220,267,545

LIABILITIES

1. Notes payable:	(a) To banks regular		-
	(b) To banks for certified checks		682,678
	(c) To others for equipment obligations		-
	(d) To others exclusive of equipment obligations		-
2. Accounts payable:	(a) Not past due		43,384,401
	(b) Past due		-
3. Real estate encumbrances			-
4. Other liabilities			31,422,685
5. Reserves			-
6. Capital stock paid up:	(a) Common		350,000
	(b) Common		-
	(c) Preferred		-
	(d) Preferred		-
7. Surplus (net worth)			144,427,780
Total Liabilities			220,267,545

CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold		-
2. Liability on accounts receivable, pledged, assigned or sold		-
3. Liability on bondsman		-
4. Liability as guarantor on contracts or on accounts of other:		-
5. Other contingent liabilities		-
Total Contingent Liabilities		-

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand		\$
		(b) Deposited in banks named below		\$
		(c) elsewhere - (state where)		\$
				\$

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2*	Notes Receivable	(a) due within 90 days		\$
		(b) due after 90 days		\$
		(c) past due		\$
				\$

RECEIVABLE FROM: NAME & ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? _____ If so, state amount, to whom and reason _____

3*	Accounts receivable from completed contracts of claims not approved for payment....	\$
----	---	----

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

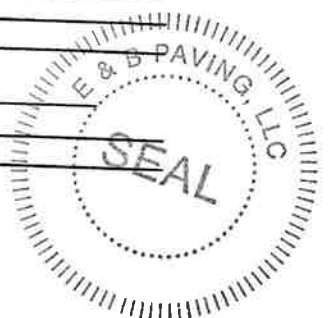
Have any of the above been assigned, sold or pledged? _____ If so, state amount, to whom and reason \$

4*	Sums earned on uncompleted contracts, as shown by engineer's or architects estimate:		
	(a) Amount receivable after deducting retainage		\$
	(b) Retainage to date due upon completion of contract		\$
			\$

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned or pledged? _____ If so, state amount, to whom and reason _____

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.



DETAILS RELATIVE TO ASSETS (Continued)

5*

Accounts receivable not from construction contracts

\$

RECEIVABLE FROM: NAME & ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due.....

\$

6

Deposits with bids or otherwise guarantees.....

\$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT RECEIVABLE

7

Interest accrued on loans, securities, etc.....

\$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT RECEIVABLE

8

Real estate { (a) Used for business purposes

\$

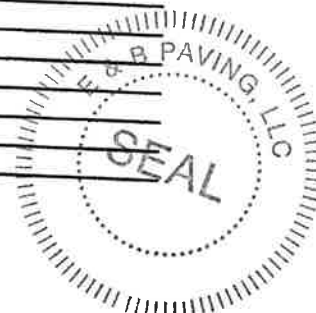
Book Value { (b) Not used for business purposes

\$

DESIGNATION OF CONTRACT AND NAME AND	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1			
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	ENCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.



9		(a) Listed - present market value \$
	STOCKS AND BONDS:	(b) Unlisted - present value \$

DESCRIPTION	ISSUING COMPANY	LAST INT OR DIV PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
		DATE	%				

WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW

10	MATERIALS IN STOCK AND NOT INCLUDED IN ITEM #4, ASSETS:		
	(a) For use on uncompleted contracts (present values)		\$
	(b) Other materials (present values)		\$

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS

11*	Equipment at book value	\$
------------	-------------------------------	----------

QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE

Are there any liens against the above? _____ If so, state total amount \$



DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value	\$
----	--	----------

13	Other assets	\$
----	--------------------	----------

TOTAL ASSETS \$

DETAILS RELATIVE TO LIABILITIES

1	NOTES PAYABLE	{ (a) To banks, regular	\$
		{ (b) To banks for certified checks	
		{ (c) To others for equipment obligations	
		{ (d) To others exclusive of equipment obligations	

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2	ACCOUNTS PAYABLE	(a) Not past due	\$
		(b) Past due	\$

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3	Real estate encumbrances (See Item 8, Assets).....	\$
---	--	----------

4	Other liabilities	\$
---	-------------------------	----------

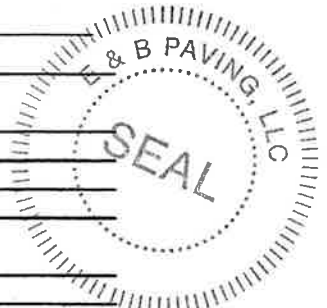
DESCRIPTION	AMOUNT

5	Reserves	\$
---	----------------	----------

INTEREST	INSURANCE	BLDGNS & FIXT	PLANT DEPR.	TAXES	BAD DEBT		
\$	\$	\$	\$	\$	\$	\$	\$

6	Capital Stock paid up	{(a) Common	\$
		{(b) Preferred.....	\$

7	Surplus.....	\$
---	--------------	----------



If a corporation answer this:

Amount for which incorporated \$ _____

Capital paid in cash \$ _____

When incorporated 9/26/1967

In what state Indiana

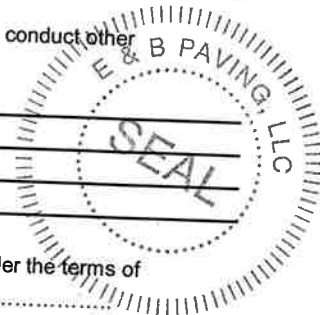
Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Larry Canterbury - President

Kevin Kruckeberg - Vice President

Sarah Shuter - Secretary

Steve Broermann - Area Manager



Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?

If a co-partnership answer this:

Date of organization

State whether co-partnership is general, limited or association

Give the names, addresses and proportional intersts of all parties:

Name	Address	Share

The name of the partnership firm which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given: that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract: and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information to verify this statement.

Note: A co-partnership must give firm name and signatures of all partners.

A corporation must give full corporate name, signature of official and affix corporate seal.

Sarah M. Shuter



Affidavit for Individual

STATE OF _____
COUNTY OF _____

_____ BEING DULY SWORN, DEPOSES AND SAYS THAT THE FOREGOING FINANCIAL STATEMENT, TAKEN FROM HIS BOOKS, IS A TRUE AND ACCURATE STATEMENT OF HIS FINANCIAL CONDITION AS OF THE DATE THEREOF AND THAT THE ANSWERS TO THE FOREGOING INTERROGATORIES ARE TRUE.

SUBSCRIBED AND SWORN BEFORE ME THIS

_____ DAY OF _____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____
COUNTY OF _____

_____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS A MEMBER OF THE FIRM OF _____; THAT HE IS FAMILIAR WITH THE BOOKS OF THE SAID FIRM SHOWING ITS FINANCIAL CONDITION; THAT THE FOREGOING FINANCIAL STATEMENT TAKEN FROM THE BOOKS OF THE SAID FIRM, IS A TRUE AND ACCURATE STATEMENT OF THE FINANCIAL CONDITION OF THE SAID FIRM AS OF THE DATE THEREOF AND THAT THE ANSWERS TO THE FOREGOING INTERROGATORIES ARE TRUE.

SUBSCRIBED AND SWORN BEFORE ME THIS

_____ DAY OF _____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF INDIANA
COUNTY OF MADISON

Sarah M. Shuter

_____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS SECRETARY OF E & B PAVING, LLC THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING STATEMENT; THAT HE IS FAMILIAR WITH THE BOOKS OF THE SAID CORPORATION SHOWING ITS FINANCIAL CONDITION; THAT THE FOREGOING FINANCIAL STATEMENT, TAKEN FROM THE BOOKS OF SAID CORPORATION, IS A TRUE AND ACCURATE STATEMENT OF THE FINANCIAL CONDITION OF THE SAID FIRM AS OF THE DATE THEREOF AND THAT THE ANSWERS TO THE FOREGOING INTERROGATORIES ARE TRUE.

SUBSCRIBED AND SWORN BEFORE ME THIS

22nd DAY OF June 2022

Amy S. Whitesel
Notary Public



AMY S. WHITESEL
NOTARY SEAL
COMMISSION NUMBER NP0739583
MY COMMISSION EXPIRES MAR 6, 2030

Sarah M. Shuter

(Officer must sign here)



PART 7
ADDITIONAL DECLARATIONS

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

I.C. § 5-16-8-1 Definitions:

"Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

"United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

I.C. § 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing:

Sec. 2(a) Each public agency shall require that every contract for the construction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract or subcontract, only steel products as defined by this chapter shall be used or supplied in the performance of the contract or any of the subcontractors unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

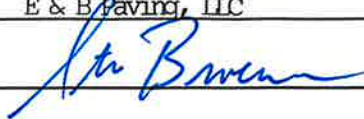
- 7.3 The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The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

PART 8
SIGNATURES

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

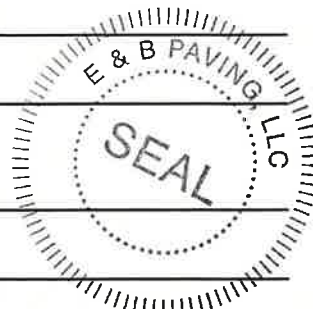
Bidders Name: E & B Paving, LLC

Written
Signature:



Printed Name: Steve Broermann

Title: Area Manager



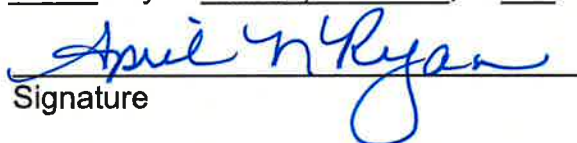
Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

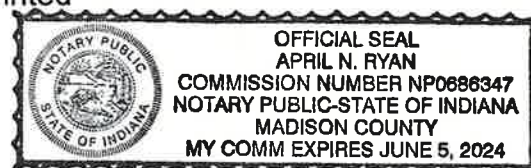
Subscribed and sworn to before me this 10th day of January, 2023.

My commission expires: 6/5/2024

Residing in Madison County, State
of Indiana


Signature

April N. Ryan
Printed



PART 9
POST BID SUBMITTAL

MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the Manufacturers List, which follows. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the Owner's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.

Equipment Item (Contract Items)

Manufacturer

Asphalt - E & B Paving, LLC



PART 10
POST BID SUBMITTAL

SUBCONTRACTORS LIST

Instructions To Bidders:

The Bidder shall enter the names and the type of work to be done in the Subcontractors List which follows for each Subcontractor that the Bidder proposes to use for the Work who will be providing work for an agreed price of five percent (5%) or greater of the amount Bid as stated above in Part 2.

Only one Subcontractor shall be listed for each work item. Upon award of a contract, the named Subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own work forces for most of the Work such that he will have no Subcontractors providing work in the amount of five percent (5%) or greater of the amount Bid.

<u>Subcontractor Name</u>	<u>Work</u>	<u>Price</u>
Indiana Traffic Seivces	Striping / MOT	\$44,500

(use additional sheets if necessary)



CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement 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 Agreement with the City of Fishers, 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): E & B Paving, LLC

By (Written Signature) *Steve Broermann*

(Printed Name): Steve Broermann

(Title): Area Manager



Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

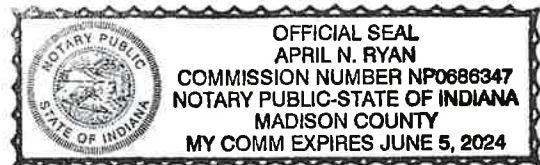
COUNTY OF Hamilton

Subscribed and sworn to before me this 10th day of January, 2023

My commission expires: 6/5/2024 (Signed): *April N. Ryan*

Residing in Madison County, State Indiana

1986133/15982-10





E&B PAVING, LLC

January 15, 2020

To Whom It May Concern:

This letter will certify that E&B Paving, Inc. is duly registered to use the E-Verify system and certifies that E&B Paving, Inc. does not knowingly employ or contract with unauthorized alien workers. Following is the pertinent information for E&B Paving, Inc,

E&B Paving, Inc
286 W 300 N
Anderson, IN 46012

E-Verify Company ID #: 426977

EEO Officer: Chuck Siegel
Corporate Human Resources Manager/EEO Officer
Phone: 765.374.0350
Fax: 765.643.0699
Email: chuck.siegel@ebpaving.com

This letter meets the requirements for certifying to general contractors E&B Paving's compliance with Indiana Senate Act 590 (SEA 950). To obtain a complete copy of E&B's E-Verify Memorandum of Understanding (MOU), please contact our EEO Officer and one will be promptly provided.

Respectfully,

Larry Canterbury

Larry Canterbury, President





Company ID Number: 426977

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the E&B Paving, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 426977

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 426977

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 426977

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 426977

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer E&B Paving, LLC	
Name (Please Type or Print) Phillip Dockter	Title
Signature Electronically Signed	Date 06/28/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/28/2011



Information Required for the E-Verify Program

Information relating to your Company:

Company Name	E&B Paving, LLC
Company Facility Address	286 West 300 North Anderson, IN 46012
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	351139301
North American Industry Classification Systems Code	237
Parent Company	Irving Materials Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	1

Company ID Number: 426977

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

INDIANA

1 site(s)

Company ID Number: 426977

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Sarah Shuter
Phone Number (765) 643 - 5358
Fax Number (765) 643 - 0699
Email Address sarah.shuter@ebpaving.com

Name Chuck Siegel
Phone Number (765) 643 - 5358
Fax Number
Email Address chuck.siegel@ebpaving.com

Name Melony Geary
Phone Number (812) 282 - 1349
Fax Number
Email Address melony.geary@ebpaving.com

Name Jessica Benefiel
Phone Number (765) 643 - 5358
Fax Number
Email Address jessie.benefiel@ebpaving.com



Page intentionally left blank

BID BOND
City of Fishers

Instructions To Bidders:

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

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

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

BIDDER / CONTRACTOR (Name and Address):

E & B Paving, LLC
17042 Middletown Avenue, Noblesville, IN 46060

SURETY

(Name and Address of Principal Place of Business):

Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

OWNER

City of Fishers
One Municipal Drive
Fishers, Indiana 46038

BID

Bid Due Date: January 10, 2023

Project Description ("Project"): 106th Street & Kincaid Drive

BOND

Bond Number: Bid Bond

Date: (Not earlier than Bid due date): January 10, 2023

Penal Sum (10% of Bid Proposal): _____ \$ 39,566.90

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.

"Contractor"

Company: E & B Paving, LLC

Signature: By: [Signature]

Printed: Steve Broermann

Title: Area Manager

"Surety"

Company: Continental Casualty Company

Signature: By: [Signature]

Printed: Kathryn R. Postma, Attorney-in-Fact

Counter-signed: N/A



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 Owner 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 Owner's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto Owner in the full and just sum equal to ten percent (10%) of the price stated in the Bid Proposal, including accepted alternates, if any, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.

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

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds and other documentation required by the Bidding Documents to be delivered prior to commence work, or

3.2 All Bids are rejected by Owner, or

4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton 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 of Ind. Code §36-1-12-4.5. 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 Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: E & B Paving, LLC

Obligee: City of Fishers

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10th day of January, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

DATE: January 10, 2023

TO: City of Fishers

RE: CONTRACTOR: E & B Paving, LLC

BID DATE: January 10, 2023

PROJECT: 106th Street & Kincaid Drive

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of E & B Paving, LLC.

SURETY COMPANY

Continental Casualty Company

By:



Signature Name Kathryn R. Postma

Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.:

Principal: E & B Paving, LLC

Obligee: City of Fishers

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.

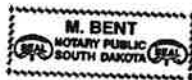


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10th day of January, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, If you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

WRITTEN CONSENT TO RESOLUTION OF THE SOLE SHAREHOLDER AND DIRECTORS OF E & B PAVING, LLC

The undersigned, being the sole shareholder and the director of E & B Paving, LLC., an Indiana Corporation ("Corporation"), hereby consent to the following action to be taken by the Corporation in lieu of the annual meeting of the Shareholder and Directors of the Corporation;

RESOLVED, that the following persons are nominated and elected to serve as directors of the Corporation until their successors are duly elected and qualify;

Larry Canterbury;

RESOLVED, that the following persons are nominated and elected to serve in the following capacities until their successors are duly elected and qualify;

President	Larry Canterbury
Vice-President	John Eller
Vice-President	Tony Evans
Vice-President	Nick Chapman
Vice-President	Steve Varner
Vice-President	Kevin Kruckeberg
Treasurer	T. Shawn Burgess
Secretary	Sarah M. Shuter

RESOLVED, in order to promptly and efficiently conduct the business of the Corporation, it is necessary to enter into certain contracts to provide paving products including, but not limited to, aggregate and asphalt and such other surface and paving products and related services;

RESOLVED, it is necessary that certain officers and employees of the Corporation be empowered to execute such agreements on behalf of the Corporation, including contracts, performance, payment and maintenance bonds, bids and related documents;

RESOLVED, the following named officers and/or employees of the Corporation are hereby authorized and directed individually and without any other officer attesting thereto to execute, acknowledge and deliver bids, contracts and bonds for and on behalf of the Corporation and to take such related action not inconsistent with resolution, and not substantially adverse to the Corporation, and their signature shall be conclusively evidenced by the execution of such contract documents and bonds; provided however, that such authority of such officers and/or employees on behalf of the Corporation shall be limited to the extent set forth below as follows:

<u>NAME</u>	<u>EXTENT OF LIMITATION</u>
-------------	-----------------------------

Larry Canterbury	without limitation
T. Shawn Burgess	without limitation
Sarah M. Shuter	without limitation
John Eller	\$10,000,000
Tony Evans	\$10,000,000
Nick Chapman	\$10,000,000
Steve Varner	\$10,000,000

Kevin Kruckeberg	\$10,000,000
Chad Hartwick	\$10,000,000

Spencer B. Coe	\$5,000,000
Kenneth W. Spellman	\$5,000,000
Todd Hoops	\$5,000,000
Gregg Koppelman	\$5,000,000
Kip Chandler	\$5,000,000
Cam Paddock	\$5,000,000
Steven Broermann	\$5,000,000
Brian Schaeffer	\$5,000,000
Shawn Williams	\$5,000,000
Shaun Proffitt	\$5,000,000
David Heyde	\$3,000,000
Douglas Jump	\$3,000,000
Thane Knox	\$3,000,000
Jason Gasaway	\$3,000,000
Garrett Gough	\$3,000,000
Franz Hardesty	\$3,000,000
Clint Stroud	\$3,000,000
John Yadon	\$3,000,000
Nathaniel Ryan	\$3,000,000

RESOLVED, that any and all acts and proceedings of the Directors and Officers of the Corporation occurring since the last meeting of the Shareholders and Directors be and they hereby are ratified, confirmed and approved.

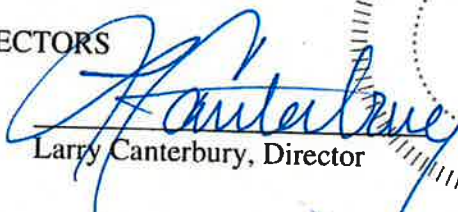
RESOLVED, that this written consent be executed in multiple counterparts;

RESOLVED, that this written consent be in lieu of any annual meeting of the Shareholder and Directors of the Corporation and shall be filed in the minute book of the Corporation in place of any minutes of any such annual meetings.

Dated this 24th of October, 2022.

SOLE SHAREHOLDER
IRVING MATERIALS, INC.

DIRECTORS


Larry Canterbury, Director



Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

February 04, 2022

TO

E & B PAVING LLC

ANDERSON, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid January 31, 2022 Thru January 31, 2023

Aggregate Bidding Capacity:

535,648,000.00

0085 CLEAN AND SEAL CRACKS /JOINTS IN PCCP/HMA PVMT.....	\$50,000,000.00
0194 PAVEMENT SEALING: MICROSURFACING.....	\$50,000,000.00
0271 FULL DEPTH RECLAMATION OF ASPHALT PVMT.....	\$5,000,000.00
0284 RECYCLING: CONCRETE PAVEMENT.....	\$50,000,000.00
0286 RECYCLING: ASPHALT PAVEMENT.....	\$50,000,000.00
0290 SEWER AND PIPE CLEANING AND LINING.....	\$5,000,000.00
A(A) CONCRETE PAVEMENT: GENERAL.....	\$99,999,999.00
B(A) ASPHALT PAVEMENT: W/INDOT CERTIFIED HMA PLANT.....	\$99,999,999.00
C(A) HEAVY GRADING.....	\$80,000,000.00
D(A) HIGHWAY OR RAILROAD BRIDGE OVER WATER.....	\$80,000,000.00
D(B) HIGHWAY OR RAILROAD BRIDGE OVER HIGHWAY.....	\$80,000,000.00
D(C) HWY/RR BRIDGE REQ RR TRACK PROTECTION.....	\$80,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS.....	\$50,000,000.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE.....	\$50,000,000.00
E(H) DEEP SEWER AND/OR EXCAVATION.....	\$20,000,000.00
E(Q) CONCRETE PAVEMENT: REPAIRS.....	\$50,000,000.00
E(R) ASPHALT PAVEMENT MILLING.....	\$50,000,000.00
E(T) DEMOLITION.....	\$50,000,000.00

Crystal M Weaver

J. H. Less

PREQUALIFICATION ENGINEER

COMMISSIONER

State Form 20508 (R3 / 5-05)

RESOLUTION NO. R012623G

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING A BID FOR 106TH & KINCAID DRIVE IMPROVEMENTS

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) and the Indiana Department of Transportation (“INDOT”) previously constructed the I-69/106th Street Interchange, which project also included the construction of a “right-in” at the intersection of 106th Street and Kincaid Drive;

WHEREAS, the City, INDOT, and the Federal Highway Administration (“FHA”) have been coordinating, and have agreed to, the construction of a “right-out” at the intersection of 106th Street and Kincaid Drive; however, as a condition precedent to constructing the right-out, the City has agreed to construct certain additional improvements, including a median along 106th Street between the interchange and the Lantern Road Roundabout, and a channelized intersection improvement project at the new Kincaid Drive and Pearl Street intersection (collectively, the “Project”), all as more specifically described in the bid specifications, which are attached hereto and incorporated herein as Exhibit B;

WHEREAS, Fishers bid the Project in accordance with Ind. Code § 36-1-12-4, and whose bid responses are attached hereto and incorporated herein as Exhibit A;

WHEREAS, the City now desires to award the bid for the Project to the lowest responsible and responsive bidder.

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 awards the bid for the Project to E&B Paving, LLC, which is more particularly described in Exhibits A & B, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor or his designee to execute the bid award and any and all documents in furtherance of the Project.
- 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 this 24th Day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve Supplement #1 for on-call inspection of Sanitary Sewer			
SUBMITTED BY	Name & Title: Hatem Mekky, Assistant Director of Engineering			
	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
	Ordinance #:		Resolution #: R012623H	
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: Chris Greisl</i>		
BACKGROUND (Includes description, background, and justification)	RQAW provides professional engineering on-call construction inspection services specializing in wastewater construction. The contract focuses on the newly acquired sanitary sewer district and site development construction. Contract fee is increased by \$100,000 to continue services for 2023.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0	
	Expenditure \$:	\$0	
	Source of Funds:	Developer Fees	
	Additional Appropriation #:		
	Narrative:	As part of the City's requirement for construction, the developer is to pay 8% of the sanitary sewer construction costs. This fee will be the source of funding for the contract.	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the request.	
	2.	Deny the request..	
	3.	Take no action.	
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval.		
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Supplement #1, RQAW		

Amendment No. 1

Owner: City of Fishers
Engineer: RQAW Corporation
Agreement Date: February 9, 2022
Project: On-Call Inspection Services for Sanitary Sewer Construction

The Agreement is modified as follows:

1. The Engineer's compensation is modified as follows:
 - a. Under Attachment E, Compensation, the not-to-exceed amount is increased by \$100,000 from \$100,000 to \$200,000.
 - b. Engineer's hourly rates are updated in Attachment B as follows for 2023:

1. Project Manager	\$225
2. Project Engineer	\$150
3. Construction Supervisor	\$165
4. Construction Inspector	\$120

Except as herein amended, all terms and conditions of the original agreement dated February 9, 2022, continue in full effect.

This Amendment is effective as of the date of the latest required signature below.

Owner

Scott Fadness, Mayor

Date: _____

Engineer

Chriss Jobe

Chriss Jobe, Director of Inspection Services

Date: January 18, 2023

RESOLUTION NO. R012623H

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING FIRST AMENDMENT TO A CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL INSPECTION FOR SANITARY SEWER CONSTRUCTION WITH RQAW CORPORATION

WHEREAS, on or around February 9, 2022, the City of Fishers, Hamilton County, Indiana (“Owner”) entered into a certain professional services agreement (“Agreement”) with RQAW Corporation LLC (“Engineer”) for on-call inspection services for sanitary sewer construction (the “Project”);

WHEREAS, the parties now desire to further amend the Agreement to provide for additional compensation for services to be performed, all as further described in that certain Amendment No. 1 to Professional Services Agreement (“First Amendment”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to enter into the First Amendment.

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 First Amendment in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2. The Board hereby authorizes the Mayor and/or Director of Engineering to enter into and execute the First Amendment, 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 this 24th day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve Supplement #2 for on-call inspection of Sanitary Sewer			
SUBMITTED BY	Name & Title: Hatem Mekky, Assistant Director of Engineering			
	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
	Ordinance #:		Resolution #: R012623I	
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 – Name of Reviewer: Chris Greisl	
BACKGROUND (Includes description, background, and justification)	Christopher B. Burke Engineering provides professional engineering on-call construction inspection services specializing in wastewater construction. The contract focuses on the newly acquired sanitary sewer district and site development construction. Contract fee is increased by \$125,000 to continue services for 2023.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$0
	Expenditure \$:	\$0
	Source of Funds:	Developer Fees
	Additional Appropriation #:	
	Narrative:	As part of the City's requirement for construction, the developer is to pay 8% of the sanitary sewer construction costs. This fee will be the source of funding for the contract.
OPTIONS (Include Deny Approval Option)	1.	Approve the request.
	2.	Deny the request..
	3.	Take no action.
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Supplement #2, Christopher B. Burke Engineering	



DATE: January 18, 2023

TASK NAME: Compensation Amendment 2

PROJECT DESCRIPTION: Christopher B. Burke Engineering, LLC (ENGINEER) proposes to continue to provide the City of Fishers (OWNER) with On-call Sanitary Inspection Services. The original contract signed in February 2022 included an hourly contract amount of up to \$100,000. An amendment dated November 21, 2022, added \$20,000 to the original contract. This amendment will increase the amount of the contract by an additional \$125,000, bringing the total compensation under this agreement to \$245,000.

PRIMARY TASKS: This amendment consists of the same services as outlined in Attachment A of the original contract, which included the following:

- Provide sanitary inspection services as directed by the OWNER
- Consult with Owner and its agents upon request of the OWNER
- Consult with any and all governmental agencies and private utilities reasonably necessary in order to render advice or services requested
- Upon request by the OWNER, furnish plans and documents necessary in relation to each specific assignment authorized by the OWNER.

TIME SCHEDULE: Services through December 31, 2023

FEE ESTIMATE: \$125,000 Amendment (total contract amount including this amendment is \$245,000)

CONCURRENCES & NOTICE TO PROCEED:

Burke Representative: Name: Jon D. Stolz Initials: JDS Date: 01/18/2023

City of Fishers Representative: Name: _____ Initials: _____ Date: _____

The noted tasks and time schedule are provided as an approximation of what may be necessary to complete the noted project. The use of these estimates is intended for planning purposes only and is not intended to replace the contractual obligations of both the City of Fishers and Christopher B. Burke Engineering, LLC. The services outlined in this task summary sheet are subject to the terms and conditions and standard charges as set forth in the original contract between the City and Burke dated February 2022.

RESOLUTION NO. R012623I

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SUPPLEMENTAL #2 TO A CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL INSPECTION FOR SANITARY SEWER CONSTRUCTION WITH CHRISTOPHER B. BURKE ENGINEERING, LLC

WHEREAS, on or around February 1, 2022, the City of Fishers, Hamilton County, Indiana (“Owner”) entered into a certain professional services agreement (“Agreement”) with Christopher B. Burke, LLC (“Engineer”) for on-call inspection services for sanitary sewer construction (the “Project”);

WHEREAS, on or around November 22, 2022, the parties entered into a certain Supplemental #1 to Professional Services Agreement (“Supplemental 1”) for the performance of additional services not contemplated under the Agreement;

WHEREAS, the parties now desire to further amend the Agreement to provide for additional compensation for services to be performed, all as further described in that certain Supplemental #2 to Professional Services Agreement (“Supplemental 2”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to enter into Supplemental 2.

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 Supplemental 2 in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2. The Board hereby authorizes the Mayor and/or Director of Engineering to enter into and execute Supplemental 2, 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 this 24th day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Request to approve Contract for Extension of Sewer Mains and Facilities for River Place Sanitary Facilities			
SUBMITTED BY	Name & Title: Hatem Mekky, Assistant Director of Engineering Department: 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 #: R012623J	
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 – Name of Reviewer: Chris Greisl	
BACKGROUND (Includes description, background, and justification)	Exhibit A is an agreement for the provision of sanitary sewer service to the proposed River Place commercial development. No sewer impact fees are assessed. They have been waived by an economic development agreement. Exhibit B is an agreement for the City to operate and maintain the proposed lift station at River Place for a period of three years before the City takes ownership. River Place is located at the northwest corner of Allisonville Road and 96th Street.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	There are no fees being assessed and no upsizing charges. There will be long-term costs associated with operating and maintaining the lift station and wastewater facilities.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the agreements by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Construction is planned to begin in 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this application	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A – Sanitary Sewer Service Agreement 3. Exhibit B – Contract for Extension of Sewer Mains and Facilities (Lift Station)	

SANITARY SEWER SERVICE AGREEMENT

(RIVER PLACE)

City of Fishers Sewer Utility

This Sanitary Sewer Service Agreement (“Agreement”), made and entered into this ____ day of _____, 2023 (“Effective Date”), is between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and 96th St. Investors, LLC (“Developer”), and is regarding the provision of sewer service to a new multi-family development to be generally located at 0 E 96th Street, Fishers, IN 46250, Parcel Nos.: 15-14-10-00-00-037.101 and 15-14-10-00-00-037.201, 15-14-10-00-00-037.002, 15-14-10-00-00-037.001, 15-14-10-00-00-037.000, 15-14-10-00-00-038.002, 15-14-09-00-00-006.04, 15-14-09-00-00-006.003, and 15-14-09-00-00-006.001.

RECITALS

A. Developer owns and/or controls approximately 86.091 acres legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. Developer plans to construct the multi-family development generally known as River Place, which will consist of 380 multi-family units.

C. The Developer desires sanitary sewer service for the Property.

D. In order to receive the desired service from Fishers, the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers. Exhibit B reflects the extent of gravity sewer which will be public and dedicated over to Fishers. The sewer is highlighted with a bold, green line.

E. Once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property.

F. Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I **RIGHTS AND RESPONSIBILITIES OF FISHERS**

Section 1.1. Specifications for Sewage Facilities. Prior to the beginning of construction, Fishers will provide the Developer with: (i) the locations, at Fishers’ sole discretion, for the Property’s connection to Fishers’ sewer facilities; and (ii) a copy of Fishers’ construction

specifications for the construction of applicable and necessary distribution, collection, or other special sewer facilities to be constructed for connection and service to the Property (collectively, the “Utility Facilities”).

Section 1.2. Approval of Plans for and Construction of Utility Facilities. Where applicable, Fishers may review and approve or reject any plans for the Utility Facilities.

Section 1.3. Compliance with Fishers’ Specifications. Fishers shall have the authority during all phases of construction and inspection of any applicable Utility Facilities to enter upon the Property to inspect the Utility Facilities (with or without notice) and notify the Developer of any failure of materials or workmanship to meet Fishers’ specifications and halt construction of Utility Facilities if Fishers’ specifications are not being met. Fishers, in its sole discretion, shall also have the right to direct the Developer to submit change orders to the Developer’s contractor to cure any defects in material or workmanship revealed by Fishers’ inspection. Fishers may not accept waste from or provide service to the Property until such facilities are completed and any defects cured in accordance with Fishers’ construction specifications.

Section 1.4. Provision of Service. Fishers agrees to accept up to three hundred ten (310) gallons per day of wastewater and provide service to the Property for each purchased equivalent dwelling unit (“EDU”) of capacity, subject to: (i) timely and full payment by the Developer of all applicable rates and charges; (ii) all ordinances of the City of Fishers, and rules, regulations, and directives within the authority of Fishers; and (iii) compliance by the Developer with all provisions of this Agreement. Fishers will serve the Property following construction of any required facilities, connection, approval by Fishers, and payment of all applicable fees. The Developer’s use of Fishers’ services must be in conformance with all other applicable agreements and City of Fishers ordinances, rules, regulations, and directives relating to utility service. Fishers shall have the right to terminate this Agreement and use any capacity allocated herein for other customers if the Developer does not complete construction of waste producing structures and connect the Property within ten (10) years, or otherwise breaches the Agreement.

Section 1.5. Rates and Charges. Fishers will impose all of Fishers’ prevailing rates and charges, including, but not limited to, the following:

- a. Monthly user rates; and
- b. Any other fees that are subsequently enacted by ordinance.

Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to any property.

Section 1.6. Right to Impose Additional Capacity Fees. Fishers reserves the right to impose additional capacity and other applicable fees in the event the Developer and/or any future owner/tenant changes its anticipated use, expands the Property or use thereof, adds additional structures, and/or hires additional employees which will result in wastewater flows in an amount

in excess of the amounts anticipated herein. The amount of the additional fees shall be based upon the increased flows that are anticipated to be generated by the new use, expansion, and/or addition of new employees, and such fees shall be imposed at the rate and charge in effect at that time. Fishers reserves the right to require the Developer and/or any future owner/tenant to install flow meters and/or provide usage data from any and all sources of water supply to the Property.

Section 1.7. Construction and Maintenance of Utility Facilities. Fishers will not be responsible for any portion or cost of the construction and installation of the Utility Facilities, and the parties agree that Fishers will not collect fees or reimburse the Developer for any portion of such costs (including but not limited to subsequent connector fees or other fees from users connecting to the Utility Facilities). Following dedication of any Utility Facilities and acceptance of such dedication by Fishers, Fishers will maintain and operate the accepted Utility Facilities subject to the other terms herein. The Developer (or subsequent property owner, where applicable) will own, maintain, and operate the Utility Facilities not dedicated to Fishers (including but not limited to service laterals).

Section 1.8. Right to Enter the Property. Fishers shall have the right to enter upon the Property and premises at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, Fishers' service, provided that, except in the event of an emergency, Fishers will provide reasonable notice to Developer or any primary occupant of any inspection, repair or replacement prior to entry upon the Property. However, Fishers does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by Fishers.

Section 1.9. Fishers' Liability. Absent gross negligence, Fishers will not be liable for any damage resulting from Fishers' sewer service on and around the Property, including, without limitation, damage caused by events of force majeure. For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Fishers shall further not be liable for service interruptions, which can and do occur. Fishers shall further not be liable for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorney Fees. Fishers is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER

Section 2.1. Cost of Installation and Facilities. The Developer shall be responsible for paying the cost of installing any and all facilities that are necessary for the provision of sanitary sewer service to the Property. When required by Fishers, the property owner shall also install

grease traps that are in accordance with Fishers' specifications. The Developer or future property owner/tenant shall further take any other measures Fishers determines to be necessary to prevent excessive strength effluent from entering into Fishers' wastewater collection system. At Fishers' option, any Utility Facilities constructed pursuant to this Agreement may be oversized to meet future demands for service from areas outside the Property. Developer agrees to construct all Utility Facilities to a size or capacity as requested by Fishers. Developer further agrees, at Developer's expense, to terminate the above Utility Facilities at locations within and/or on the perimeter of the Property, as specified by Fishers, to facilitate access for said future service. Developer shall install, at Developer's expense, lateral stubs at locations within the Property specified by Fishers to facilitate access for said future service. Fishers agrees to pay, in accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any gravity main, or in the situation where a force main system is utilized and permitted by Fishers, any force main and related pump station, to a size larger than that necessary to serve the Property, as determined by Fishers; provided, however, Developer agrees to pay, if requested by Fishers, the costs required to oversize gravity mains to a maximum size of ten inches (10") in diameter or, in the situation where a force main system is utilized and permitted by Fishers, a size (both force main and pump station) equivalent in capacity to a ten inch (10") gravity sewer main. A copy of Fishers' oversizing guidelines are available upon request. The above oversizing costs shall be paid by Fishers upon the Developer's completion of construction or any respective phase thereof. However, notwithstanding the above, Fishers shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by Fishers Sewer Utility Director.

Section 2.2. Payment of Rates and Charges. The Property owner, user, or customer at the time service is provided will be responsible for the respective monthly user fees, or other costs and fees that accrue.

The Developer (or ultimate property owner, user, or customer) will further pay additional tap or capacity fees if applicable based upon then prevailing rates if the Developer and/or any future owner/tenant adds additional taps and/or modifies, expands, or changes its use of the Property so as to discharge more sewage into Fishers' system, or Fishers otherwise determines that the Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). The Developer (or ultimate property owner, user, or customer) must also pay additional capacity and regional improvement fees if the strength of its sewage exceeds the limits set forth in Fishers' ordinances. If the Developer places an additional structure on the Property, additional capacity and tap fees will be owed for such structure at the then prevailing rates. Nothing contained herein shall prevent Fishers from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.3. Plan Review and Construction of Utility Facilities. Prior to initiating construction of applicable Utility Facilities, the Developer must provide the plans and specifications for the Utility Facilities to Fishers (and/or its engineer) for review and approval or rejection. Once Fishers (and/or its engineer) approves the plans for the proposed Utility Facilities, the Developer shall install the Utility Facilities in accordance with Fishers' construction specifications and ordinances and pay the cost of any modifications or revisions that are required

to any existing Fishers facilities. To allow Fishers to properly account for the costs of the Utility Facilities, Developer shall provide Fishers with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Utility Facilities or phase thereof. The construction cost documentation shall be provided by the Developer on a monthly basis, or as otherwise approved by Fishers, as construction proceeds. The Developer will also be responsible for obtaining all applicable easements, permits, approvals, and consents required and in a form approved by Fishers for the construction of the Utility Facilities.

Section 2.4. Sampling and Flow Measuring Manholes. The Developer will install sampling and flow measuring manholes (“Manholes”) at locations on the Property that are easily accessible by Fishers. Fishers will have access to the Manholes to sample and measure the flow from the Property.

Section 2.5. Testing and As-Built Drawings. The Developer will test any Utility Facilities as required by Fishers’ construction standards and remedy any deficiencies as required by Fishers. Upon completion of the testing (and remediation of all deficiencies), the Developer will provide Fishers with three (3) sets of as-built drawings and copy of the electronic CAD files at a scale of 1” = 100’ showing the location of any Utility Facilities, including the taps.

Section 2.6. Bond and Developer Ownership of Utility Facilities During Maintenance Period. Prior to the dedication of any applicable Utility Facilities, the Developer must provide a three (3) year maintenance bond covering material and labor in an amount equal to twenty percent (20%) of the total cost of the Utility Facilities with a surety in terms that are acceptable to Fishers. During the three (3) year maintenance bond period, the Developer shall own the Utility Facilities or the respective phase thereof. Fishers shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Utility Facilities or the respective phase thereof. The Developer, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Utility Facilities or the respective phase thereof, including but not limited to labor, materials and taxes. For so long as the Developer owns the Utility Facilities or any respective phase or any portions thereof, Developer shall remain obligated for all costs to repair and/or replace the Utility Facilities in accordance with Fishers’ construction specifications, as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, shall be performed by Fishers or its contractor and the documents costs thereof reimbursed to Fishers by Developer. To the extent any repairs are not covered by the maintenance bond, the Developer shall be responsible for the expense of repair, replacement, and/or maintenance that occurs, either prior to acceptance of the Utility Facilities by Fishers or within the three (3) years the maintenance bond is in effect.

Section 2.7. Dedication of Utility Facilities and Easements. After the completion of the three (3) year maintenance bond period, the Developer agrees to dedicate the applicable distribution and transmission Utility Facilities, exclusive of any service laterals, to Fishers after final inspection by Fishers, interconnection of the Utility Facilities to Fishers’ facilities, and acceptance of the same in Fishers’ sole discretion. The dedication of Utility Facilities shall occur

by the execution of a Bill of Sale in the form required by Fishers, a copy of which is attached as Exhibit C. The Developer shall also provide adequate and necessary easements for all Utility Facilities and related facilities in a form required by Fishers and shall record all necessary documents in the Hamilton County Recorder's Office in Fishers' name. The Developer shall ensure that all facilities are located within the easements as approved by Fishers (and not within the right-of-way except for road crossings) and shall be responsible for indemnifying Fishers and all costs associated with relocating facilities and/or easements in the event the facilities are not located within the easements.

Section 2.8. Indemnification of Fishers. Prior to beginning construction, the Developer must provide Fishers with certification that Fishers is an additional named insured on a policy insuring Fishers against any and all claims for personal injury or property damage resulting from construction of any utility facilities. The Developer shall further indemnify and hold harmless Fishers against any and all such claims; and indemnify Fishers for all reasonable costs, including but not limited to reasonable attorneys' fees, incurred by Fishers as a result of any and all such claims.

Section 2.9. Use of Fishers' System. The Developer agrees to obtain sanitary sewer service only from Fishers; however, the Developer will refrain from discharging or using Fishers' sewer systems in any way which inhibits Fishers from providing service or causes damage to Fishers' facilities. The Developer is prohibited from working on or altering Fishers' facilities and the Developer will not permit or allow the unauthorized connection or extension of its facilities or any part of Fishers' system.

Section 2.10. Additional Easements. The Developer (and its successors and assigns) agrees to provide additional sanitary sewer easements (in, over, and across the Property) without additional compensation, and in a form reasonably acceptable to Fishers, to facilitate the provision of sewer service to future users in and around the Property to the extent such is necessary or appropriate for the use by future users. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Property.

Section 2.11. Waiver of Annexation. In exchange for the benefits bestowed upon the Property by Fishers' provision of the desired service, the Developer hereby releases and waives all rights to remonstrate against any annexation(s) by Fishers, for itself and its successors and assigns.

ARTICLE III **MISCELLANEOUS**

Section 3.1. Legal Description for Property. The Developer represents that the legal description attached hereto as Exhibit A and incorporated herein by reference is a true and accurate legal description of the Property.

Section 3.2. Binding on Successors and Assigns. The parties agree that Fishers' service touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.

Section 3.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties pertaining to the subject matter hereof.

Section 3.4. Amendment and Waiver. Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 3.5. Counterparts. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

Section 3.6. Recordation. Developer and Fishers shall execute a memorandum of this Agreement, attached as Exhibit D, which shall be recorded by Developer. Fishers may further record this Agreement at Fishers' option, and Developer will execute all documents reasonably requested by Fishers for such recording.

Section 3.7. Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 3.8. Captions. The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

Section 3.9. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to Fishers or the Developer in writing to the addresses set forth below:

Fishers: City of Fishers, City Hall
1 Municipal Drive
Fishers, IN 46038
Attn: Jason Taylor, Director Engineering

With Copy To: Christopher P. Greisl
City of Fishers, Administration
1 Municipal Drive
Fishers, IN 46038

Developer: 96th St. Investors, LLC
805 City Center Drive, Suite 160
Carmel, IN 46032

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Section 3.10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 3.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF FISHERS, HAMILTON COUNTY,
INDIANA, ACTING BY AND THROUGH ITS
MUNICIPAL SEWER UTILITY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

WITNESS my hand and Notarial Seal this _____ day of _____, 2023.

(Printed Signature)

My County of Residence:

“DEVELOPER”

96th St. Investors, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of 96th St. Investors, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit A

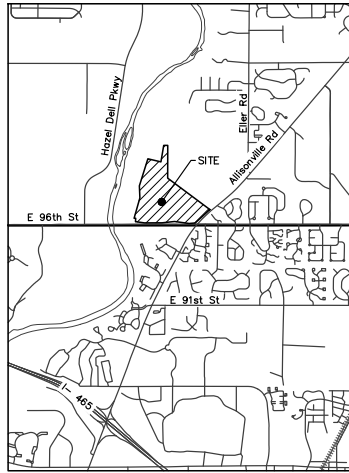
[Legal Description of the Property]



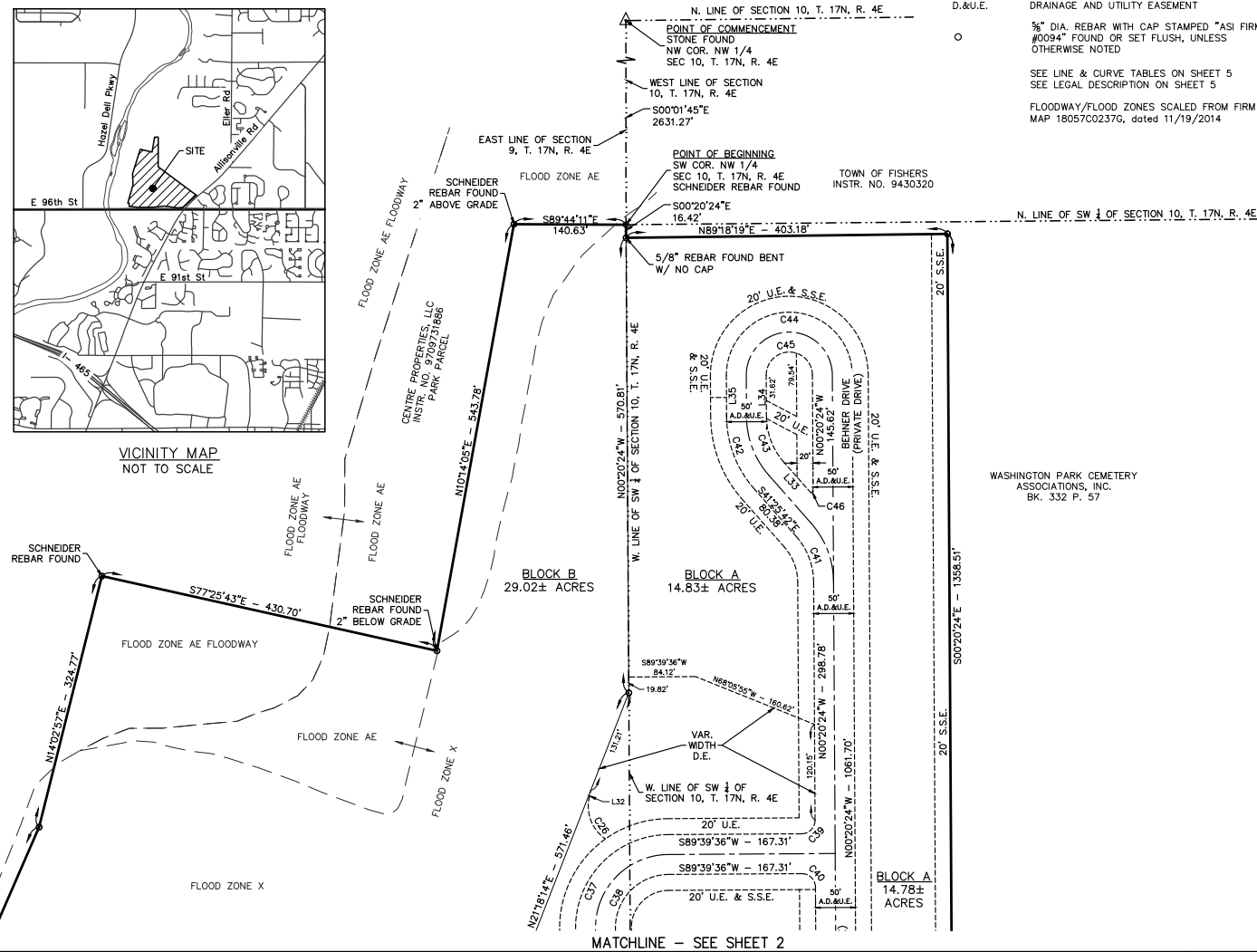
0' 100' 200'
SCALE: 1"=100'

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA



VICINITY MAP
NOT TO SCALE



LEGEND

- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
 - ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C0237G, dated 11/19/2014

WASHINGTON PARK CEMETERY
ASSOCIATIONS, INC.
BK. 332 P. 57

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

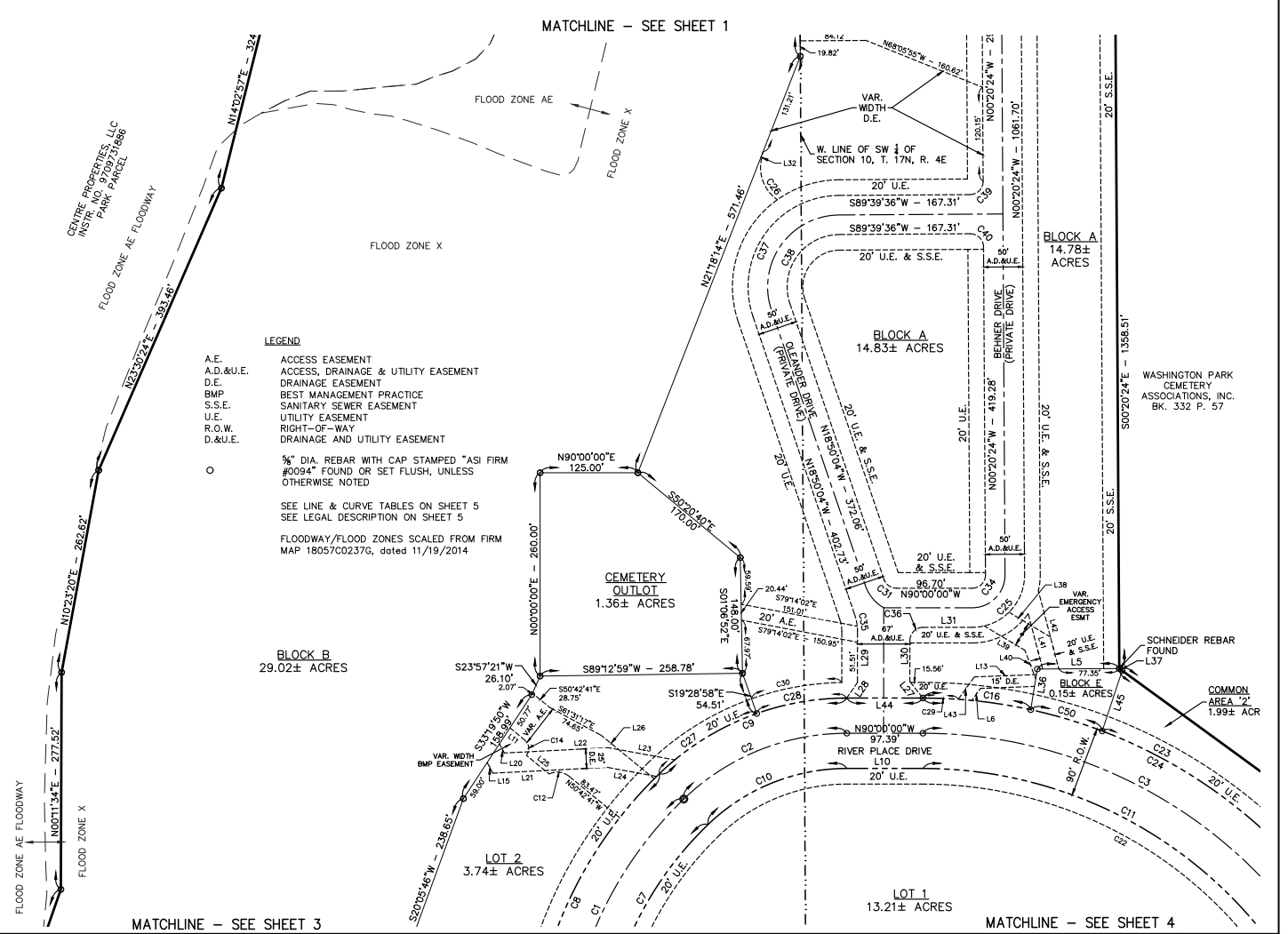
**SHEET
1 of 6**



0' 100' 200'
SCALE: 1"=100'

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA



LEGEND

- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
 - ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C0237G, dated 11/19/2014

DRAWING FILE: P:\2017\02-4600-Dimensions\RiverPlace\201702460.DWG, 2023-01-18 SECONDARY PLAT.dwg

EDIT DATE: 1/18/2023 10:22:20 AM
EDITED BY: TOOMSTOCK

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
2 of 6**



RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

- LEGEND**
- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
- ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C02376, dated 11/19/2014

BLOCK B
29.02± ACRES

E. 96TH STREET
PUBLIC RIGHT-OF-WAY

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
3 of 6**

MATCHLINE - SEE SHEET 2

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

- LEGEND**
- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
- ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C02376, dated 11/19/2014

WASHINGTON PARK CEMETERY
ASSOCIATIONS, INC.
BK. 332 P. 57

BLOCK D
3.27± ACRES
(MAX 3 LOTS)

ALLISONVILLE ROAD
PUBLIC RIGHT-OF-WAY

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
4 of 6**

DRAWING FILE: P:\2017\02-4600-Drawing\Survey\PLAT\201702460.DWG 2023-01-18 SECONDARY PLAT.dwg
EDITED BY: TCOMSTOCK
EDIT DATE: 1/18/2023 10:22:20 AM

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

Line Table			Line Table			Line Table		
Line	Bearing	Distance	Line	Bearing	Distance	Line	Bearing	Distance
L1	S50°11'55"W	4.19	L21	S87°04'58"W	146.59	L41	N14°40'55"W	73.17
L2	N64°59'35"W	45.37	L22	S87°04'38"W	133.46	L42	S14°40'55"E	103.19
L3	S50°22'31"W	89.34	L23	N79°32'33"W	86.10	L43	N35°37'21"E	35.21
L4	N0°10'48"W	6.88	L24	N79°32'33"W	63.97	L44	N90°00'00"E	97.39
L5	N89°39'29"E	104.85	L25	N50°42'41"W	37.61	L45	S18°18'56"W	81.25
L6	N35°37'21"E	18.90	L26	S50°42'41"E	87.61	L46	N85°31'05"E	29.02
L7	N13°52'10"E	2.85	L27	N38°16'44"W	26.90	L47	N59°49'51"E	50.42
L8	N85°03'31"E	45.16	L28	N34°36'41"E	24.16			
L9	N85°03'31"E	45.16	L29	N0°00'00"W	65.22			
L10	N90°00'00"W	97.39	L30	S0°00'00"E	52.29			
L11	N50°42'41"W	24.45	L31	N90°00'00"W	62.63			
L12	S76°25'06"E	188.24	L32	S11°55'41"W	9.89			
L13	N87°50'40"E	79.45	L33	S41°25'42"E	50.31			
L14	S76°25'06"E	72.61	L34	N0°20'24"W	51.84			
L15	N27°46'41"W	15.52	L35	N0°20'24"W	51.84			
L16	N53°55'06"W	78.81	L36	N9°11'12"E	52.66			
L17	N53°55'06"W	88.52	L37	S53°55'06"E	4.57			
L18	N50°22'31"E	43.71	L38	S59°08'14"E	61.75			
L19	N50°22'31"E	45.63	L39	S59°08'14"E	60.56			
L20	N27°46'41"W	13.20	L40	N20°46'39"W	39.10			

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C1	402.29	500.00	S22°57'18"W	391.53
C2	230.36	300.00	S68°00'08"W	224.74
C3	580.00	600.00	N62°18'25"W	557.68
C4	168.46	500.00	S44°15'58"E	167.67
C5	117.81	300.00	S65°10'06"E	117.05
C6	49.48	126.00	N65°10'06"W	49.16
C7	366.08	455.00	S22°57'18"W	356.29
C8	438.49	545.00	S22°57'18"W	426.76
C9	264.91	345.00	S68°00'08"W	258.45
C10	195.81	255.00	S68°00'08"W	191.03
C11	536.50	555.00	N62°18'25"W	515.86
C12	27.20	24.00	N83°10'50"W	25.77
C13	183.63	545.00	N44°15'58"W	182.76
C14	21.15	14.00	N07°25'27"W	19.20
C15	135.48	345.00	N65°10'06"W	134.61
C16	138.86	645.00	N83°49'56"W	138.60
C17	31.81	81.00	N65°10'06"W	31.60

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C18	122.12	345.00	N66°16'39"W	121.49
C19	13.36	345.00	N55°01'39"W	13.36
C20	190.36	565.00	N44°15'58"W	189.46
C21	190.36	565.00	N44°15'58"W	189.46
C22	453.93	535.00	N65°41'36"W	440.43
C23	389.17	645.00	S51°33'56"E	383.29
C24	623.50	645.00	N62°18'25"W	599.51
C25	105.64	67.00	N44°49'48"E	95.03
C26	58.57	50.00	S21°37'50"E	55.28
C27	147.60	345.00	S58°15'39"W	146.48
C28	117.31	345.00	S80°15'31"W	116.75
C30	117.84	365.00	N79°45'58"E	117.33
C31	21.12	17.00	S54°25'02"E	19.78
C32	27.44	545.00	N52°28'33"W	27.44
C33	126.58	565.00	N47°30'02"W	126.31
C34	26.80	17.00	N44°49'48"E	24.11
C35	22.02	67.00	N09°25'02"W	21.93

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C36	26.70	17.00	S45°00'00"W	24.04
C37	221.55	117.00	S35°24'46"W	189.90
C38	126.87	67.00	S35°24'46"W	108.75
C39	26.70	17.00	N44°39'36"E	24.04
C40	26.70	17.00	N45°20'24"W	24.04
C41	62.39	87.00	N20°53'03"W	61.06
C42	98.25	137.00	S20°53'03"E	96.16
C43	62.39	87.00	S20°53'03"E	61.06
C44	248.19	79.00	S89°39'36"W	158.00
C45	91.11	29.00	S89°39'36"W	58.00
C46	4.85	2.00	N69°06'57"E	3.75
C47	41.34	535.00	N36°49'38"W	41.33
C48	153.30	455.00	S44°15'58"E	152.58
C49	100.14	255.00	S65°10'06"E	99.50
C50	95.47	645.00	S73°25'28"E	95.38

LEGAL DESCRIPTION

River Place

Part of the Southwest Quarter of Section 10 and Part of the East Half of Section 9, all in Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, being a 86.091 acre tract of land shown on the plat of ALTA/NSPS Land Title Surveys by Ryan A. Selby, PS #LS21700017 of American Structurepoint, Inc. under project number 2017.02460, recorded as Instrument Numbers 2022031411, 2022031412, 2022031413 in the Office of the Recorder of Hamilton County, Indiana (all references to monuments and courses herein are as shown on said plat of survey) more particularly described as follows:

Commencing at a stone at the northwest corner of said Section 10; thence South 00 degrees 01 minutes 45 seconds East 2631.27 feet (the basis of bearings is the Indiana Geospatial Coordinate System, Hamilton Zone, per NAD83 (2011) epoch 2010.00) along the west line the Northwest Quarter of the said Section 10 to a 5/8 inch rebar with cap stamped "Schneider Eng. Firm #0001" (hereinafter referred to as "Schneider rebar") at the southwest corner of said Northwest Quarter, said point being the POINT OF BEGINNING; thence South 00 degrees 20 minutes 24 seconds East 16.42 feet along said west line of said Southwest Quarter to a 5/8" rebar found bent with no cap; thence North 89 degrees 18 minutes 19 seconds East 403.18 feet to a 5/8 inch rebar with cap stamped "ASI FIRM #0094" set flush (hereafter referenced as "ASI rebar") on the west line of the parcel conveyed to Washington Park Cemetery Associations, Inc. described in Book 332, Page 57 in the Office of said Recorder; the following two (2) courses are along the west and southwest line of said Washington Park Cemetery Association parcel; 1) thence South 00 degrees 20 minutes 24 seconds East 1,358.51 feet to a Schneider Rebar; 2) thence South 53 degrees 55 minutes 06 seconds East 1,247.05 feet to an ASI rebar on the northwestern boundary of Allisonville Road per Instrument Number 2012052196 on file in the Office of said Recorder; thence South 50 degrees 11 minutes 55 seconds West 4.19 feet along said northwest boundary to an ASI rebar on the northeastern boundary of Allisonville Road per Instrument Number 2012052197 on file in the Office of said Recorder; the following five (5) courses are along the northeastern, northwest, and southwestern boundaries of Allisonville Road per said Instrument Number 2012052197: 1) thence North 64 degrees 59 minutes 35 seconds West 45.37 feet to an ASI rebar; 2) thence South 50 degrees 22 minutes 31 seconds West 89.34 feet to an ASI rebar; 3) thence South 13 degrees 52 minutes 10 seconds West 62.15 feet to an ASI rebar; 4) thence South 37 degrees 20 minutes 57 seconds West 44.15 feet to an ASI rebar; 5) thence South 40 degrees 30 minutes 36 seconds East 4.26 feet to an ASI rebar on the northwestern boundary of Allisonville Road per Instrument Number 9560154 on file in the Office of said Recorder; the following four (4) courses are along the northwestern boundary of Allisonville Road and the north boundary of 96th Street per said Instrument Number 9560154: 1) thence South 50 degrees 01 minutes 56 seconds West 211.02 feet to an ASI rebar; 2) thence South 42 degrees 57 minutes 08 seconds West 203.93 feet to an ASI rebar; 3) thence South 69 degrees 49 minutes 39 seconds West 102.64 feet to an ASI rebar; 4) thence North 89 degrees 20 minutes 36 seconds West 35.61 feet to an ASI rebar on the northeastern boundary of 96th Street per Instrument Number 2012052195 on file in the Office of said Recorder; thence North 47 degrees 07 minutes 06 seconds West 21.60 feet to an ASI rebar on the north boundary of 96th Street per said Instrument Number 2012052195; the following eight (8) courses are along the north boundary of 96th Street per Instrument Numbers 2012052195 and 2012052196 on file in the Office of said Recorder: 1) thence South 89 degrees 49 minutes 12 seconds West 198.32 feet to an ASI rebar; 2) thence North 00 degrees 10 minutes 48 seconds West 6.88 feet to an ASI rebar; 3) thence South 89 degrees 42 minutes 42 seconds West 167.09 feet to an ASI rebar; 4) thence North 67 degrees 58 minutes 11 seconds West 35.55 feet to an ASI rebar; 5) thence North 81 degrees 26 minutes 04 seconds West 131.53 feet to an ASI rebar; 6) thence North 53 degrees 21 minutes 58 seconds West 22.70 feet to a right-of-way monument; 7) thence South 82 degrees 34 minutes 45 seconds West 258.83 feet to an ASI rebar; 8) thence South 85 degrees 03 minutes 31 seconds West 376.41 feet to an ASI rebar on the northern boundary of Allisonville Road per said Instrument Number 9560154; the following five (5) courses are along the northern boundary of Allisonville Road per said Instrument Number 9560154: 1) thence South 89 degrees 46 minutes 52 seconds West 170.30 feet to an ASI rebar; 2) thence North 85 degrees 55 minutes 47 seconds West 401.12 feet to a Schneider rebar; 3) thence North 78 degrees 54 minutes 32 seconds West 101.98 feet to a Schneider rebar; 4) thence North 00 degrees 13 minutes 08 seconds West 120.00 feet to a Schneider rebar; 5) thence South 89 degrees 46 minutes 52 seconds West 171.00 feet to a Schneider rebar on the southeastern line of the parcel conveyed to Centre Properties, LLC per Instrument Number 9709731886 on file in the Office of said Recorder; the following eight (8) courses are along the eastern and southern boundaries of said Centre Properties, LLC parcel: 1) thence North 19 degrees 16 minutes 18 seconds East 787.58 feet to an ASI rebar; 2) thence North 00 degrees 11 minutes 34 seconds East 277.52 feet to an ASI rebar; 3) thence North 10 degrees 23 minutes 20 seconds East 262.62 feet to an ASI rebar; 4) thence North 23 degrees 30 minutes 24 seconds East 393.46 feet to an ASI rebar; 5) thence North 14 degrees 02 minutes 57 seconds East 324.77 feet to a Schneider rebar; 6) thence South 77 degrees 25 minutes 43 seconds East 430.70 feet to a Schneider rebar; 7) thence North 10 degrees 14 minutes 05 seconds East 543.78 feet to a Schneider rebar; 8) thence South 89 degrees 44 minutes 11 seconds East 140.63 feet to the POINT OF BEGINNING, containing 86.091 acres, more or less.

DRAWING FILE: P:\2017\02-4600-Drawing\Survey\PLAT\201702460.DWG 2023-01-18 SECONDARY PLAT.dwg
EDITED BY: TCOMSTOCK
EDIT DATE: 1/18/2023 10:22:20 AM

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

SURVEYOR'S CERTIFICATE

I, Ryan A. Selby, hereby certify that:

The within Plat is a representation of the lands surveyed and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief;

This subdivision consists of Lots 1–4, Blocks A–E, Common Areas 1–2, Cemetery Outlet, rights-of-way and easements as shown on the within plat;

The size of the lots and widths of the streets and easements are shown in figures denoting feet and decimal parts thereof;

All monuments shown on the within plat actually exist and their location, size, type and material are accurately shown;

The boundary lines for this plat are based on the recorded ALTA/NSPS Land Title Surveys by American Structurepoint, Inc. recorded as Instrument No. 2022031411, 2022031412, and 2022031413 in the Office of the Hamilton County Recorder. These ALTA Surveys are in conformity with 865 IAC 1–12.

There are existing easements that fall within the bounds of this plat that are not shown hereon. Refer to the above referenced ALTA/NSPS Land Title Surveys for the size and location of said easements.

Witness my signature this ____th day of _____, 20____.

Ryan A. Selby
Professional Land Surveyor
Reg. No. LS21700017
State of Indiana

EASEMENTS & COVENANTS

The within plat shall be known and designated as River Place, and is subject to the Master Declaration of Easements, Covenants and Restrictions [and Zoning Commitments] Concerning the Development and Use of Real Estates recorded as Instrument No. _____ in said Recorder's Office.

Maintenance of all River Place Drive right-of-way landscaping and lighting, including the medians, shall be the responsibility of 96th St. Investors, LLC / 96th St. Investors II, LLC, and all heirs and assigns.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
– Ryan A. Selby

COMMISSION CERTIFICATE

Under authority provided by Title 36, Acts of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the City of Fishers as follows:

Adopted by the City of Fishers Plat Committee, a subcommittee of the Advisory Plan Commission on _____, 20____.

Megan Vukusich, Designee
Ross Hilleary, Secretary

OWNERS CERTIFICATION

The undersigned, _____, Owner of River Place shown and described herein and recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number _____ does hereby certify that it has laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as River Place. All public rights-of-way shown and not heretofore dedicated are hereby dedicated to the public. In testimony whereof, witness the signature of the Owner and Declarant this

_____ day of _____, 20____.

96th St. Investors, LLC
96th St. Investors II, LLC

By: _____

Name: Chris Reid

State of Indiana)
County of _____) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, as manager of River Place, limited liability company and acknowledged the execution of the foregoing on behalf of said _____, Witness my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires: _____ (signature)

County of Residence: _____
Printed Name Notary Public

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
5 of 6

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
6 of 6

Exhibit B

[Public Gravity Sewer Extents]

Exhibit C

[Bill of Sale]

Deed Cross-Reference: _____

BILL OF SALE AND EASEMENT DEDICATION

(River Place)

THIS BILL OF SALE AND EASEMENT DEDICATION (the “Bill of Sale”) is executed and delivered as of the ____ day of _____, 2023, by 96th St. Investors, LLC (“Developer”), to and in favor of the City of Fishers, Hamilton County, Indiana (“City”).

RECITALS:

A. Developer is the owner of and/or controls certain real property located in Hamilton County, Indiana, that is more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the “Property”).

B. Developer and City entered into a Sanitary Sewer Service Agreement dated _____, _____ (the “Agreement”), pursuant to which City agreed to provide sanitary sewer service to Developer’s proposed development.

C. In order to receive service for the Property, Developer agreed in the Agreement to extend the City’s sewage collection facilities (“Utility Facilities”) to the Property.

D. As part of the Agreement, Developer also agreed to dedicate the Utility Facilities to the City upon their completion and satisfactory inspection by the City.

E. Developer now desires to dedicate and transfer the Utility Facilities to the City.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) paid Developer by City and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer agrees as follows:

1. Defined Terms. All capitalized terms used but not defined in this Bill of Sale, shall have the meaning ascribed in the Agreement.
2. Transfers. Developer hereby sells, transfers, and conveys the Utility Facilities to the City and its successors and assigns. Developer represents and warrants to the City that: (i) it has the right, power, and authority to transfer the Utility Facilities to the City, without obtaining the consent of any third party whose consent has not been obtained and written evidence thereof furnished to the City; (ii) the Utility Facilities are free of all liens and encumbrances of any nature whatsoever; and (iii) Developer has received all necessary permits and

approvals for the Utility Facilities, and such permits and approvals are final and no longer subject to appeal.

3. Easements. To the extent that the Utility Facilities are not located within the Easements dedicated to the City as required by the Agreement, Developer hereby gives, grants, warrants, and conveys to the City, its successors and assigns, a permanent easement lying 7 ½ feet along either side of the Utility Facilities (i.e., for a total of 15 feet) to construct, operate, inspect, maintain, and remove mains, ducts, or other related utility structures that are part of the Utility Facilities (“Easement Grant”). The Easement Grant shall include the right of the City, its employees, agents, and contractors to ingress and egress over the Property to accomplish the purposes set forth herein. Developer further represents and warrants to the City that it has the right and necessary authorization to enter into this Easement Grant, and that there are no encumbrances, liens, contracts, or options of any kind or character upon the Property which would prevent Developer from granting, warranting, and conveying to the City this Easement Grant.
4. Further Representations and Warranties. Developer hereby represents and warrants to the City that the City hereby has and will have the necessary access to operate, maintain, replace, and/or expand the Utility Facilities. To the extent necessary, Developer agrees to execute whatever documents necessary to ensure that the City has the requisite access to operate and maintain the Utility Facilities. The certified original cost of the Utility Facilities to be dedicated to the City under this Bill of Sale is _____ (\$_____).
5. Binding on Successors and Assigns. The parties agree that the City’s service touches and concerns the land and the terms of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns.

IN WITNESS WHEREOF, Developer has caused this Bill of Sale to be executed as of the day and year first above written.

96th St. Investors, LLC

By:_____

Printed:_____

Its:_____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of 96th St. Investors, LLC, who acknowledged the execution of the foregoing "Bill of Sale and Easement Dedication" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 2023.

_____	My Commission Expires:
Notary Public	_____
_____	My County of Residence:
(Printed Signature)	_____

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. Christopher P. Greisl

This instrument prepared by and after recording return to Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit D

[Memorandum of Agreement]

Cross Reference No.: _____

MEMORANDUM OF AGREEMENT

(River Place)

This MEMORANDUM OF AGREEMENT (“Memorandum”), made and entered into this ____ day of _____, 2023, is by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and 96th St. Investors, LLC, (“Developer”).

RECITALS:

A. Fishers and Developer have entered into a Sanitary Sewer Service Agreement dated as of an even date herewith (“Service Agreement”).

B. Developer represents that it owns or controls certain real estate consisting of approximately 86.091 acres as described on the attached Exhibit 1 (the “Development”).

C. The Service Agreement describes the terms and conditions upon which Fishers will provide sewer service to the Development.

D. Fishers and Developer desire to enter into and record this Memorandum acknowledging the existence of the rights and obligations of Fishers and Developer, and their grantees, successors, and assigns, with respect to the provision of sewer service to the Development.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Incorporation. The above and foregoing Recitals, including any defined term set forth therein, are hereby incorporated into and made a part of this Memorandum as if more fully restated herein.

2. Recordation. Upon final execution of this Memorandum, Developer will record this Memorandum at its cost in the chain-of-title for the Development.

3. Binding on Successors and Assigns. This Memorandum and the Service Agreement touch and concern the Development and shall be binding on Fishers and Developer’s successors and assigns, including, without limitation, any future tenants or purchasers of the respective properties. Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to the property.

4. Annexation Waiver. The Service Agreement expressly includes the waiver of any right to remonstrate against future annexation(s) by Fishers, which runs with the land and is binding upon Developer and its successors and assigns.

5. Easements. In addition to the other terms and conditions in the Service Agreement, the Service Agreement includes a requirement that the Developer and its successors and assigns agree to provide additional sewer easements (in, over, and across the Development) to facilitate the provision of sewer service to future users in and around the Development. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Development.

6. Information. Any person or entity desiring to obtain additional information about the terms and conditions upon which Fishers and Developer have agreed to extend sewer and water service to the Development may contact:

Fishers: City of Fishers, City Hall
1 Municipal Drive
Fishers, IN 46038
Attn: Jason Taylor, Director Engineering

With Copy To: Christopher P. Greisl
City of Fishers, Administration
1 Municipal Drive
Fishers, IN 46038

Developer: 96th St. Investors, LLC
805 City Center Drive, Suite 160
Carmel, IN 46032

7. Memorandum. This Memorandum is prepared for recording to put all persons on notice of the existence of the Service Agreement and the rights and obligations of Fishers and Developer under such Service Agreement. Nothing contained herein shall be deemed to amend or modify the Service Agreement, and all terms set forth herein are subject to the terms and conditions of the Service Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed by its duly authorized representatives the day and year first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director of the City of Fishers, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

“DEVELOPER”

96th St. Investors, LLC

By: _____

Printed: _____

Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of 96th St. Investors, LLC, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

(Printed Signature)

My Commission Expires:

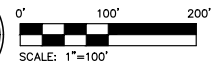
My County of Residence:

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. Christopher P. Greisl

This instrument prepared by and after recording return to Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

EXHIBIT 1

[Legal Description of Property]



PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

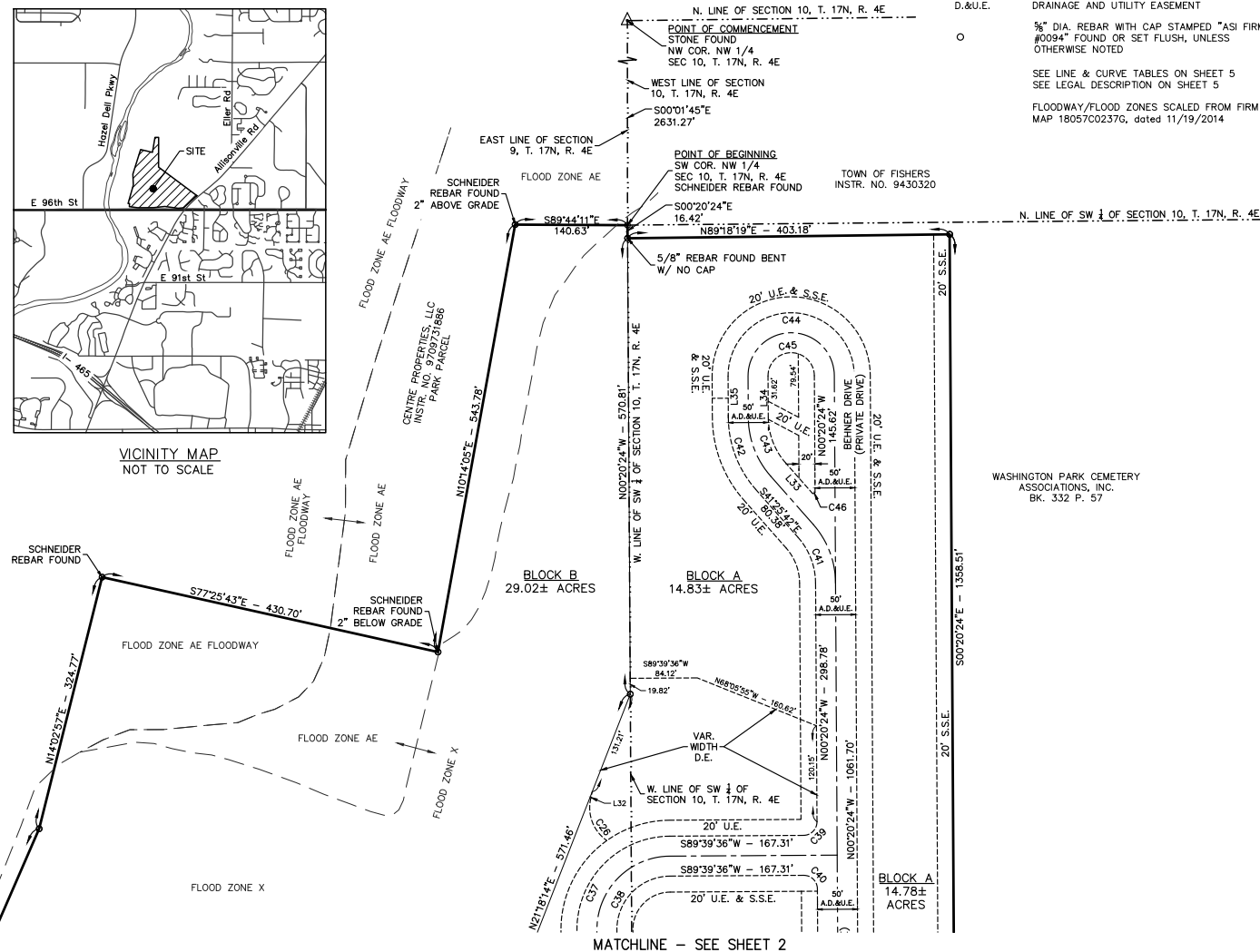
LEGEND

A.E.	ACCESS EASEMENT
A.D.&U.E.	ACCESS, DRAINAGE & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
BMP	BEST MANAGEMENT PRACTICE
S.S.E.	SANITARY SEWER EASEMENT
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
D.&U.E.	DRAINAGE AND UTILITY EASEMENT

O ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM
#0098 FOUND OR SET FLUSH, UNLESS
OTHERWISE NOTED

SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5

FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C0237G, DATE 11/19/2014

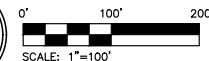


PREPARED BY: RYAN A. SELBY AMERICAN STRUCTUREPOINT 9025 RIVER ROAD, SUITE 200 INDIANAPOLIS, INDIANA 46240 (317) 547-5580 rselby@structurepoint.com	OWNERS/SUBDIVIDERS: 96TH ST. INVESTORS, LLC 96TH ST. INVESTORS II, LLC 805 CITY CENTER DRIVE, SUITE 1600 CARMEL, INDIANA 46032
--	--

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
1 of 6



PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

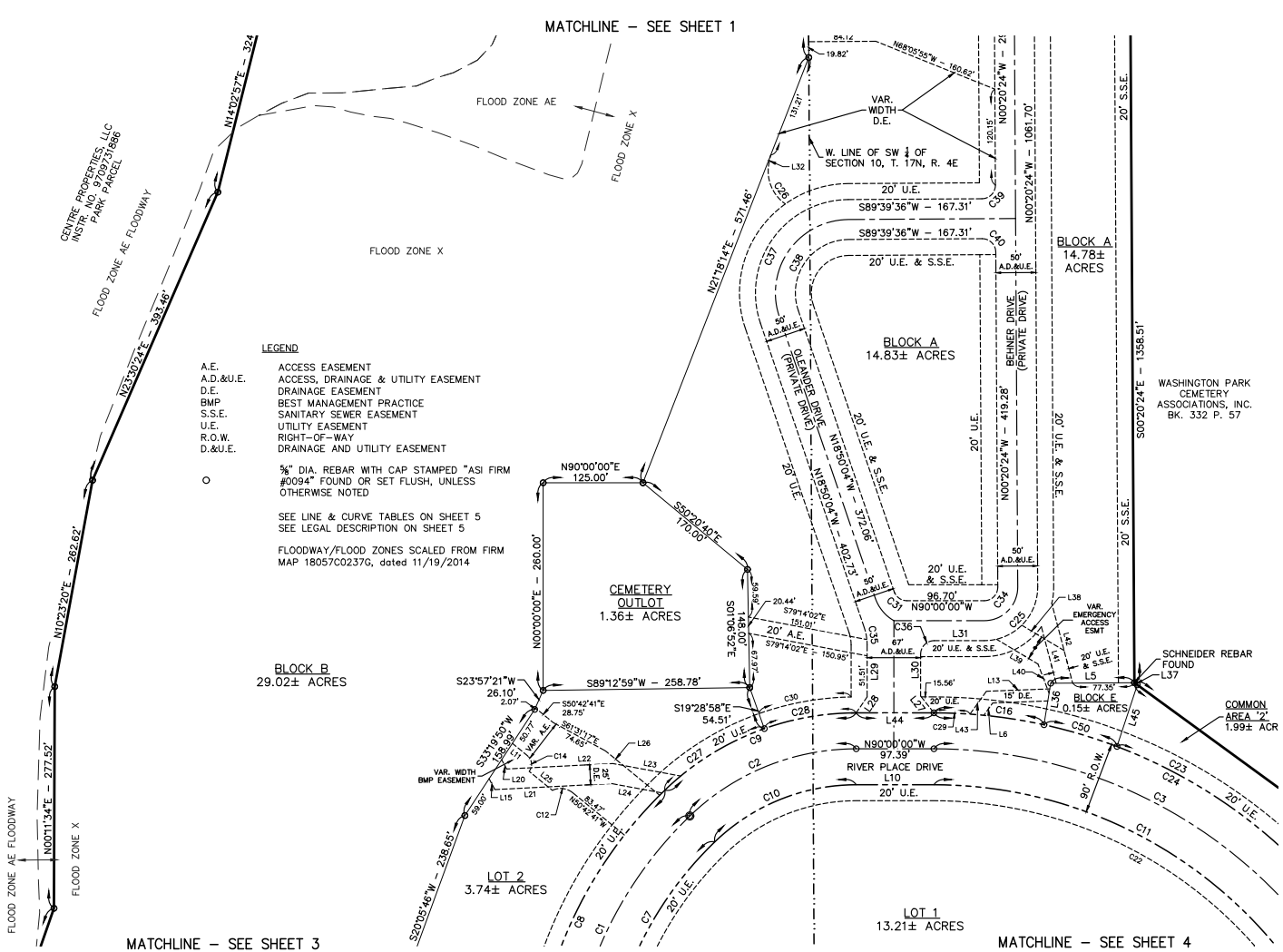
LEGEND

A.E.	ACCESS EASEMENT
A.D.&U.E.	ACCESS, DRAINAGE & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
BMP	BEST MANAGEMENT PRACTICE
S.S.E.	SANITARY SEWER EASEMENT
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
D.&U.E.	DRAINAGE AND UTILITY EASEMENT

○ $\frac{3}{8}$ " DIA. REBAR WITH CAP STAMPED "ASI FIRM #004" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED

SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5

MAP/FLOOD ZONE ZONES SCALED FROM FIRM
MAP 18057C00237G, dated 11/19/2014



PREPARED BY: RYAN A. SELBY AMERICAN STRUCTUREPOINT 9025 RIVER ROAD, SUITE 200 INDIANAPOLIS, INDIANA 46240 (317) 547-5580 rselby@structurepoint.com	OWNERS/SUBDIVIDERS: 96TH ST. INVESTORS, LLC 96TH ST. INVESTORS II, LLC 805 CITY CENTER DRIVE, SUITE 160 CARMEL, INDIANA 46032
---	---

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
2 of 6



RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

LEGEND

A.E. ACCESS EASEMENT
A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
BMP BEST MANAGEMENT PRACTICE
S.S.E. SANITARY SEWER EASEMENT
U.E. UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY
D.&U.E. DRAINAGE AND UTILITY EASEMENT

○ ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED

SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5

FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C02376, dated 11/19/2014

BLOCK B
29.02± ACRES

LOT 3
2.53± ACRES

LOT 2
3.74± ACRES

LOT 1
13.21± ACRES

BLOCK C
3.10± ACRES
(MAX 3 LOTS)

E. 96TH STREET
PUBLIC RIGHT-OF-WAY

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
3 of 6

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

MATCHLINE - SEE SHEET 2

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

LEGEND

A.E. ACCESS EASEMENT
A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
BMP BEST MANAGEMENT PRACTICE
S.S.E. SANITARY SEWER EASEMENT
U.E. UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY
D.&U.E. DRAINAGE AND UTILITY EASEMENT

○ ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED

SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5

FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C02376, dated 11/19/2014

BLOCK C
3.10± ACRES
(MAX 3 LOTS)

COMMON AREA '1'
4.90± ACRES

BLOCK D
3.27± ACRES
(MAX 3 LOTS)

LOT 4
1.94± ACRES

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

R/W MONUMENT
AT CORNER

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
4 of 6

DRAWING FILE: P:\2017\02-4600-Drawing\Survey\PLAT\201702460.DWG 2023-01-18 SECONDARY PLAT.dwg
EDITED BY: TCOMSTOCK
EDIT DATE: 1/18/2023 10:22:20 AM

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

Line Table			Line Table			Line Table		
Line	Bearing	Distance	Line	Bearing	Distance	Line	Bearing	Distance
L1	S50°11'55"W	4.19	L21	S87°04'58"W	146.59	L41	N14°40'55"W	73.17
L2	N64°59'35"W	45.37	L22	S87°04'38"W	133.46	L42	S14°40'55"E	103.19
L3	S50°22'31"W	89.34	L23	N79°32'33"W	86.10	L43	N35°37'21"E	35.21
L4	N0°10'48"W	6.88	L24	N79°32'33"W	63.97	L44	N90°00'00"E	97.39
L5	N89°39'29"E	104.85	L25	N50°42'41"W	37.61	L45	S18°18'56"W	81.25
L6	N35°37'21"E	18.90	L26	S50°42'41"E	87.61	L46	N85°31'05"E	29.02
L7	N13°52'10"E	2.85	L27	N38°16'44"W	26.90	L47	N59°49'51"E	50.42
L8	N85°03'31"E	45.16	L28	N34°36'41"E	24.16			
L9	N85°03'31"E	45.16	L29	N0°00'00"W	65.22			
L10	N90°00'00"W	97.39	L30	S0°00'00"E	52.29			
L11	N50°42'41"W	24.45	L31	N90°00'00"W	62.63			
L12	S76°25'06"E	188.24	L32	S11°55'41"W	9.89			
L13	N87°50'40"E	79.45	L33	S41°25'42"E	50.31			
L14	S76°25'06"E	72.61	L34	N0°20'24"W	51.84			
L15	N27°46'41"W	15.52	L35	N0°20'24"W	51.84			
L16	N53°55'06"W	78.81	L36	N9°11'12"E	52.66			
L17	N53°55'06"W	88.52	L37	S53°55'06"E	4.57			
L18	N50°22'31"E	43.71	L38	S59°08'14"E	61.75			
L19	N50°22'31"E	45.63	L39	S59°08'14"E	60.56			
L20	N27°46'41"W	13.20	L40	N20°46'39"W	39.10			

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C1	402.29	500.00	S22°57'18"W	391.53
C2	230.36	300.00	S68°00'08"W	224.74
C3	580.00	600.00	N62°18'25"W	557.68
C4	168.46	500.00	S44°15'58"E	167.67
C5	117.81	300.00	S65°10'06"E	117.05
C6	49.48	126.00	N65°10'06"W	49.16
C7	366.08	455.00	S22°57'18"W	356.29
C8	438.49	545.00	S22°57'18"W	426.76
C9	264.91	345.00	S68°00'08"W	258.45
C10	195.81	255.00	S68°00'08"W	191.03
C11	536.50	555.00	N62°18'25"W	515.86
C12	27.20	24.00	N83°10'50"W	25.77
C13	183.63	545.00	N44°15'58"W	182.76
C14	21.15	14.00	N07°25'27"W	19.20
C15	135.48	345.00	N65°10'06"W	134.61
C16	138.86	645.00	N83°49'56"W	138.60
C17	31.81	81.00	N65°10'06"W	31.60

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C18	122.12	345.00	N66°16'39"W	121.49
C19	13.36	345.00	N55°01'39"W	13.36
C20	190.36	565.00	N44°15'58"W	189.46
C21	190.36	565.00	N44°15'58"W	189.46
C22	453.93	535.00	N65°41'36"W	440.43
C23	389.17	645.00	S51°33'56"E	383.29
C24	623.50	645.00	N62°18'25"W	599.51
C25	105.64	67.00	N44°49'48"E	95.03
C26	58.57	50.00	S21°37'50"E	55.28
C27	147.60	345.00	S58°15'39"W	146.48
C28	117.31	345.00	S80°15'31"W	116.75
C30	117.84	365.00	N79°45'58"E	117.33
C31	21.12	17.00	S54°25'02"E	19.78
C32	27.44	545.00	N52°28'33"W	27.44
C33	126.58	565.00	N47°30'02"W	126.31
C34	26.80	17.00	N44°49'48"E	24.11
C35	22.02	67.00	N09°25'02"W	21.93

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C36	26.70	17.00	S45°00'00"W	24.04
C37	221.55	117.00	S35°24'46"W	189.90
C38	126.87	67.00	S35°24'46"W	108.75
C39	26.70	17.00	N44°39'36"E	24.04
C40	26.70	17.00	N45°20'24"W	24.04
C41	62.39	87.00	N20°53'03"W	61.06
C42	98.25	137.00	S20°53'03"E	96.16
C43	62.39	87.00	S20°53'03"E	61.06
C44	248.19	79.00	S89°39'36"W	158.00
C45	91.11	29.00	S89°39'36"W	58.00
C46	4.85	2.00	N69°06'57"E	3.75
C47	41.34	535.00	N36°49'38"W	41.33
C48	153.30	455.00	S44°15'58"E	152.58
C49	100.14	255.00	S65°10'06"E	99.50
C50	95.47	645.00	S73°25'28"E	95.38

LEGAL DESCRIPTION

River Place

Part of the Southwest Quarter of Section 10 and Part of the East Half of Section 9, all in Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, being a 86.091 acre tract of land shown on the plat of ALTA/NSPS Land Title Surveys by Ryan A. Selby, PS #LS21700017 of American Structurepoint, Inc. under project number 2017.02460, recorded as Instrument Numbers 2022031411, 2022031412, 2022031413 in the Office of the Recorder of Hamilton County, Indiana (all references to monuments and courses herein are as shown on said plat of survey) more particularly described as follows:

Commencing at a stone at the northwest corner of said Section 10; thence South 00 degrees 01 minutes 45 seconds East 2631.27 feet (the basis of bearings is the Indiana Geospatial Coordinate System, Hamilton Zone, per NAD83 (2011) epoch 2010.00) along the west line the Northwest Quarter of the said Section 10 to a 5/8 inch rebar with cap stamped "Schneider Eng. Firm #0001" (hereinafter referred to as "Schneider rebar") at the southwest corner of said Northwest Quarter, said point being the POINT OF BEGINNING; thence South 00 degrees 20 minutes 24 seconds East 16.42 feet along said west line of said Southwest Quarter to a 5/8" rebar found bent with no cap; thence North 89 degrees 18 minutes 19 seconds East 403.18 feet to a 5/8 inch rebar with cap stamped "ASI FIRM #0094" set flush (hereafter referenced as "ASI rebar") on the west line of the parcel conveyed to Washington Park Cemetery Associations, Inc. described in Book 332, Page 57 in the Office of said Recorder; the following two (2) courses are along the west and southwest line of said Washington Park Cemetery Association parcel; 1) thence South 00 degrees 20 minutes 24 seconds East 1,358.51 feet to a Schneider Rebar; 2) thence South 53 degrees 55 minutes 06 seconds East 1,247.05 feet to an ASI rebar on the northwestern boundary of Allisonville Road per Instrument Number 2012052196 on file in the Office of said Recorder; thence South 50 degrees 11 minutes 55 seconds West 4.19 feet along said northwest boundary to an ASI rebar on the northeastern boundary of Allisonville Road per Instrument Number 2012052197 on file in the Office of said Recorder; the following five (5) courses are along the northeastern, northwest, and southwestern boundaries of Allisonville Road per said Instrument Number 2012052197: 1) thence North 64 degrees 59 minutes 35 seconds West 45.37 feet to an ASI rebar; 2) thence South 50 degrees 22 minutes 31 seconds West 89.34 feet to an ASI rebar; 3) thence South 13 degrees 52 minutes 10 seconds West 62.15 feet to an ASI rebar; 4) thence South 37 degrees 20 minutes 57 seconds West 44.15 feet to an ASI rebar; 5) thence South 40 degrees 30 minutes 36 seconds East 4.26 feet to an ASI rebar on the northwestern boundary of Allisonville Road per Instrument Number 9560154 on file in the Office of said Recorder; the following four (4) courses are along the northwestern boundary of Allisonville Road and the north boundary of 96th Street per said Instrument Number 9560154: 1) thence South 50 degrees 01 minutes 56 seconds West 211.02 feet to an ASI rebar; 2) thence South 42 degrees 57 minutes 08 seconds West 203.93 feet to an ASI rebar; 3) thence South 69 degrees 49 minutes 39 seconds West 102.64 feet to an ASI rebar; 4) thence North 89 degrees 20 minutes 36 seconds West 35.61 feet to an ASI rebar on the northeastern boundary of 96th Street per Instrument Number 2012052195 on file in the Office of said Recorder; thence North 47 degrees 07 minutes 06 seconds West 21.60 feet to an ASI rebar on the north boundary of 96th Street per said Instrument Number 2012052195; the following eight (8) courses are along the north boundary of 96th Street per Instrument Numbers 2012052195 and 2012052196 on file in the Office of said Recorder: 1) thence South 89 degrees 49 minutes 12 seconds West 198.32 feet to an ASI rebar; 2) thence North 00 degrees 10 minutes 48 seconds West 6.88 feet to an ASI rebar; 3) thence South 89 degrees 42 minutes 42 seconds West 167.09 feet to an ASI rebar; 4) thence North 67 degrees 58 minutes 11 seconds West 35.55 feet to an ASI rebar; 5) thence North 81 degrees 26 minutes 04 seconds West 131.53 feet to an ASI rebar; 6) thence North 53 degrees 21 minutes 58 seconds West 22.70 feet to a right-of-way monument; 7) thence South 82 degrees 34 minutes 45 seconds West 258.83 feet to an ASI rebar; 8) thence South 85 degrees 03 minutes 31 seconds West 376.41 feet to an ASI rebar on the northern boundary of Allisonville Road per said Instrument Number 9560154; the following five (5) courses are along the northern boundary of Allisonville Road per said Instrument Number 9560154: 1) thence South 89 degrees 46 minutes 52 seconds West 170.30 feet to an ASI rebar; 2) thence North 85 degrees 55 minutes 47 seconds West 401.12 feet to a Schneider rebar; 3) thence North 78 degrees 54 minutes 32 seconds West 101.98 feet to a Schneider rebar; 4) thence North 00 degrees 13 minutes 08 seconds West 120.00 feet to a Schneider rebar; 5) thence South 89 degrees 46 minutes 52 seconds West 171.00 feet to a Schneider rebar on the southeastern line of the parcel conveyed to Centre Properties, LLC per Instrument Number 9709731886 on file in the Office of said Recorder; the following eight (8) courses are along the eastern and southern boundaries of said Centre Properties, LLC parcel: 1) thence North 19 degrees 16 minutes 18 seconds East 787.58 feet to an ASI rebar; 2) thence North 00 degrees 11 minutes 34 seconds East 277.52 feet to an ASI rebar; 3) thence North 10 degrees 23 minutes 20 seconds East 262.62 feet to an ASI rebar; 4) thence North 23 degrees 30 minutes 24 seconds East 393.46 feet to an ASI rebar; 5) thence North 14 degrees 02 minutes 57 seconds East 324.77 feet to a Schneider rebar; 6) thence South 77 degrees 25 minutes 43 seconds East 430.70 feet to a Schneider rebar; 7) thence North 10 degrees 14 minutes 05 seconds East 543.78 feet to a Schneider rebar; 8) thence South 89 degrees 44 minutes 11 seconds East 140.63 feet to the POINT OF BEGINNING, containing 86.091 acres, more or less.

DRAWING FILE: P:\2017\02-4600-Drawing\Survey\PLAT\201702460.DWG 2023-01-18 SECONDARY PLAT.dwg
EDITED BY: TCOMSTOCK
EDIT DATE: 1/18/2023 10:22:20 AM

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

SURVEYOR'S CERTIFICATE

I, Ryan A. Selby, hereby certify that:

The within Plat is a representation of the lands surveyed and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief;

This subdivision consists of Lots 1–4, Blocks A–E, Common Areas 1–2, Cemetery Outlet, rights-of-way and easements as shown on the within plat;

The size of the lots and widths of the streets and easements are shown in figures denoting feet and decimal parts thereof;

All monuments shown on the within plat actually exist and their location, size, type and material are accurately shown;

The boundary lines for this plat are based on the recorded ALTA/NSPS Land Title Surveys by American Structurepoint, Inc. recorded as Instrument No. 2022031411, 2022031412, and 2022031413 in the Office of the Hamilton County Recorder. These ALTA Surveys are in conformity with 865 IAC 1–12.

There are existing easements that fall within the bounds of this plat that are not shown hereon. Refer to the above referenced ALTA/NSPS Land Title Surveys for the size and location of said easements.

Witness my signature this ____th day of _____, 20____.

Ryan A. Selby
Professional Land Surveyor
Reg. No. LS21700017
State of Indiana

EASEMENTS & COVENANTS

The within plat shall be known and designated as River Place, and is subject to the Master Declaration of Easements, Covenants and Restrictions [and Zoning Commitments] Concerning the Development and Use of Real Estates recorded as Instrument No. _____ in said Recorder's Office.

Maintenance of all River Place Drive right-of-way landscaping and lighting, including the medians, shall be the responsibility of 96th St. Investors, LLC / 96th St. Investors II, LLC, and all heirs and assigns.

COMMISSION CERTIFICATE

Under authority provided by Title 36, Acts of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the City of Fishers as follows:

Adopted by the City of Fishers Plat Committee, a subcommittee of the Advisory Plan Commission on _____, 20____.

Megan Vukusich, Designee
Ross Hilleary, Secretary

OWNERS CERTIFICATION

The undersigned, _____, Owner of River Place shown and described herein and recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number _____ does hereby certify that it has laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as River Place. All public rights-of-way shown and not heretofore dedicated are hereby dedicated to the public. In testimony whereof, witness the signature of the Owner and Declarant this _____ day of _____, 20____.

96th St. Investors, LLC
96th St. Investors II, LLC

By: _____

Name: Chris Reid

State of Indiana)
County of _____) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, as manager of River Place, limited liability company and acknowledged the execution of the foregoing on behalf of said _____, Witness my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires: _____ (signature)

County of Residence: _____
Printed Name Notary Public

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
– Ryan A. Selby

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
5 of 6

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
6 of 6

CITY OF FISHERS

CONTRACT FOR EXTENSION
OF SEWER MAINS AND FACILITIES

RIVER PLACE SANITARY FACILITIES

THIS CONTRACT FOR EXTENSION OF SEWER MAINS AND FACILITIES (“Contract”), executed as of this ____ day of ____, 2023, by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (the “Utility”) and the other party or parties signatory hereto (whether one or more individuals, corporations, partnerships, or other entities, designated herein as the “Subscriber”).

W I T N E S S E T H:

WHEREAS, the Subscriber has obtained, or will obtain, certain real property and easements necessary to: (1) allow Subscriber to construct the proposed River Place Lift Station (as more particularly described in **Exhibit A**, attached hereto, to be located off of River Place Drive in Fishers, Indiana (the “Lift Station”), (2) allow Subscriber to construct an extension of the Utility’s sewer mains and facilities (hereinafter, “Off-Site Sewer”), in order to provide sanitary sewage disposal to, among other areas, the proposed River Place Lift Station, the Off-Site Sewer being more particularly described in the draft construction plans—prepared by American Structurepoint, certified by Ross Nixon dated December 20, 2022, and attached hereto as **Exhibit B**, entitled Construction Plans for River Place 96th Street and Allisonville Road, Sheets C460 through C463 (the “Plans”); (3) provide for the operation, maintenance, repair, and replacement of the Off-Site Sewer; and (4) allow access to and interconnection with the Off-Site Sewer by others having interests in real property in proximity to the Off-Site Sewer who enter into separate special contracts for the extension of sewer mains and facilities with the Utility for sewer service to such real property;

WHEREAS, the Utility is a municipal utility having the territorial authority to provide sanitary sewage disposal service to the area in and around the Off-Site Sewer, which area will be developed into residential or commercial property requiring sanitary sewage disposal service and will include the proposed River Place Lift Station (the “Proposed Development”);

WHEREAS, the Subscriber has requested the Utility to extend sewer mains and facilities of its sewage disposal system in Hamilton County, Indiana, in order to provide sanitary sewage disposal service to, among other areas, the Proposed Development;

WHEREAS, the parties acknowledge that this Contract and the extension of sanitary mains and facilities hereunder arises out of circumstances which are abnormal and out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Off-Site Sewer is to

be located, and the fact that there heretofore has existed no sanitary sewage disposal facilities or service in said area), and the parties desire to provide for the extension of such mains and facilities by special contract, upon the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's territorial authority is experiencing extremely rapid growth, creating unusually high demand for the extension of sanitary sewage disposal facilities; and

WHEREAS, the Utility wishes to cooperate with developers and others in its territorial authority area and is willing, on a trial basis, to allow developers to construct extensions of the Utility's sewer mains and facilities by private contract approved by the Utility.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Construction of the Lift Station.

- a. Construction of the Lift Station. The Subscriber requests, and the Utility agrees, that the Subscriber may design, construct, and install, at Subscriber's expense, the Lift Station to allow for the subsequent connection of the Proposed Development to the Utility's mains and facilities, the terms of which subsequent connection shall be subject to the execution of a separate Special Contract for the Extension of Sewer Mains and Facilities between the Utility and owners of real property desirous of connecting to the Off-Site Sewer.
- b. Plans and Specifications. The parties agree that the Lift Station shall be comprised of all wastewater facilities constructed from the downstream end of the River Place sanitary sewer system to the discharge of the sanitary force main from the Block E parcel of River Place the Lift Station occupies, all as depicted in the Plans. The facilities include the structures, piping, equipment, electrical, controls, landscaping, and access features for the lift station.

The parties agree that the Plans shall be prepared by an engineering firm approved by the Utility, at the Subscriber's expense, prior to construction of the Lift Station. The Plans for the Lift Station shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of the Lift Station. Upon approval by the Utility, the Plans shall become a part of this Contract. The Subscriber agrees to provide to the Utility, or assist the Utility in obtaining, all permits, real property, and easements or other rights-of-way necessary to construct the Lift Station. The costs to obtain such permits, real property, easements or rights-of-way shall be paid for by the Subscriber.

- c. Compliance with Plans and Specifications. The Subscriber agrees to design, construct, install and maintain the Lift Station in accordance with the Utility's Design Specifications, Construction Specifications, Details, Completion

Specifications, Standards for Design and Construction of Building Sewers (Laterals), and Maintenance Specifications for Sanitary Sewer Facilities (together the “Standards and Specifications”), as may be amended from time to time, and in accordance with the Plans, as applicable. Subscriber agrees and acknowledges that the Plans and the Standards and Specifications for the Lift Station must be submitted to and approved by applicable regulatory agencies or other governmental bodies prior to commencing construction and installation of the Lift Station, or any phase thereof.

- d. Approved Contractors. The Utility reserves the right to revoke approval of contractors, if in the opinion of the Utility, construction performed by an approved contractor does not conform or did not conform to the Standards and Specifications.

The Subscriber shall pay to the Utility, or the Utility’s agent or engineer, any costs for design, redesign, or consultation which may be incurred by the Utility, or the Utility’s agent or engineer, prior to or during construction as detailed in the Schedule of Costs attached hereto as **Exhibit C**. For the avoidance of doubt, the Utility has not incurred any design/consultation costs to date.

- e. Maintenance Bond and Testing. Upon substantial completion of construction of the Lift Station, or any phase thereof, and subsequent to satisfactory performance of infiltration tests and/or low pressure air tests and/or mandrel tests and/or vacuum tests, as specified in the Standards and Specifications, the Subscriber shall provide the Utility with a standard three (3) year maintenance bond underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Lift Station or the respective phase thereof (“Maintenance Bond”). The Maintenance Bond shall be in an amount equal to twenty percent (20%) of all construction costs of the Lift Station or the respective phase thereof. Subscriber acknowledges that Poindexter Excavating, Inc. (“Poindexter”) will not obtain a Maintenance Bond on Subscriber’s behalf. If Subscriber uses Poindexter to construct the sewer facilities contemplated herein, Subscriber will be solely responsible for obtaining the above Maintenance Bond.
- f. Inspection and Testing. During construction, the Lift Station shall be subject to periodic inspection by the Utility or the Utility’s agents in order to ensure conformance to the Plans, and Standards and Specifications as approved by the Utility. Subscriber agrees that all testing of sanitary sewers, as specified in the Standards and Specifications, shall be performed by the Utility or the Utility’s agents at the Subscriber’s expense. The Subscriber agrees that testing shall not be performed until after all other utility facilities (water, gas, electric, cable television, etc.) have been constructed and installed. To allow the Utility to properly account for the cost of the Lift Station, the Subscriber shall provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Lift Station or phase thereof. The construction cost documentation shall be provided by the Subscriber

on a monthly basis, or as otherwise approved by the Utility, as construction proceeds.

- g. Sanitary Sewer Record Drawings. Upon completion of construction of the Lift Station, or any phase thereof, the Utility will have prepared under the Utility's direction, but at Subscriber's expense, sanitary sewer record drawing plans ("Record Drawings") for the Lift Station or the respective phase thereof. The Utility's current Schedule of Costs is attached hereto as **Exhibit C**. However, the Utility reserves the right to modify the Schedule of Costs for Preparation of Record Drawings on a system-wide basis and nothing herein provided shall limit or restrict the Utility's ability to modify such fees payable.
- h. Final Inspection Prior to Conveyance. Within forty-five (45) days prior to the conveyance of the Lift Station, or respective phase thereof, to the Utility, an inspection ("Final Inspection") of the Lift Station or phase thereof shall be conducted by a firm selected by the Utility. The Final Inspection shall be conducted at the Utility's expense and may consist of walk-through and closed-circuit television inspections of the Lift Station or respective phase thereof. The purpose of the Final Inspection is to identify any defects in the Lift Station or phase thereof, which the Subscriber must rectify, at the Subscriber's expense, prior to conveyance of the Lift Station. A Final Inspection may also consist of flow monitoring, smoke, infiltration, exfiltration, vacuum, low-pressure air, pumping, or pressure (for force mains) testing or any other reasonable test to determine the quality of construction of the Lift Station or respective phase thereof. The Utility's engineer shall have the sole discretion as to the necessity of the optional tests. The Utility shall provide to the Subscriber a copy of the results of the Final Inspection and a list of any defects the Subscriber shall rectify prior to conveyance. Any defects shall be rectified by the Subscriber as directed by the Utility's engineer, at the Subscriber's sole cost and expense.
- i. Conveyance of the Lift Station. Upon the date of substantial completion of construction and satisfactory performance of all testing provided in Sections 1(e) and (f) above, on the Lift Station or any phase thereof, the Subscriber shall convey to the Utility all right, title, and interest in the Lift Station, but exclusive of laterals, building sewers, service pipes, and service lines which extend or will extend from a lot building, structure or premise to the sewer main extension (together referred to as "Laterals"), or any pipes or lines that extend from the sewer main extension and terminate at approximately the border of the lot line easement ("Lateral Stubs") which conveyance shall at that date be treated as a "System Contribution". The Laterals and Lateral Stubs shall at that time be conveyed to the respective lot owners. All System Contributions shall be treated as contributions-in-aid-of-construction. At the time of conveyance to Utility, the Subscriber shall deliver to the Utility such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in the Utility all of Subscriber's title to the facilities comprising the Lift Station, or the respective phase thereof being conveyed (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to

and owned by the respective lot owners), including, without limitation, a bill of sale in substantially the form attached hereto as **Exhibit E**. Thereafter, those portions of the Lift Station or the respective phase thereof, including all pipes, mains, lift stations, meters, other equipment and apparatus, and the facilities which compose the Lift Station or the respective phase thereof (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned and maintained by the respective lot owners) or to which the same is or may be connected (except the Laterals and Lateral Stubs), shall be and remain the sole property of the Utility, and the Utility shall be responsible for the maintenance and repair of the same. The Subscriber shall not, after the date on which the conveyances are made, have any right of property in the Lift Station or the respective phase thereof, or any part thereof by reason of or on account of its having made a System Contribution, or by reason of or on account of its having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor incident to, the construction of the Lift Station or the respective phase thereof.

- j. Conveyance of the Lift Station Property. Subscriber shall convey to the Utility, all right, title, and interest in that portion of the real estate on which the Lift Station is constructed, as determined by the City of Fishers on the secondary plat of the Proposed Development (the "Lift Station Property"). Subscriber shall dedicate the Lift Station Property within thirty (30) days of recording the secondary plat in substantially the form attached hereto as **Exhibit D**
- k. Conveyance of the Laterals and Lateral Stubs. The Laterals and Lateral Stubs shall not be transferred or assigned to Utility by Subscriber. At the time of conveyance to Utility of those portions of the Lift Station to be conveyed pursuant to Section 1(i) above, the Subscriber shall convey to the respective lot owners the Laterals and Lateral Stubs constructed within the Proposed Development that extend from each premise, structure or building and that are or will be connected to the main sewer line extension(s) to be owned by the Utility. The respective lot owners shall own the Laterals and Lateral Stubs and remain responsible for their maintenance, repair, and/or replacement as necessary all in accordance with the Standards and Specifications. If the respective lot owners fail to properly maintain, repair and/or replace the Laterals and Lateral Stubs, the Utility shall have the right, but not the obligation, to maintain, repair and/or replace the Laterals and Lateral Stubs as reasonably determined by the Utility, but at the respective lot owner's expense.

2. Construction of the Off-Site Sewer.

- a. Construction of Off-Site Sewer. The Subscriber requests, and the Utility agrees, that the Subscriber may design, construct, and install, at Subscriber's expense, the Off-Site Sewer to allow for the subsequent connection of the Proposed Development to the Utility's mains and facilities, the terms of which subsequent connection shall be subject to the execution of a separate Special Contract for the Extension of Sewer Mains and Facilities between the Utility and owners of real property desirous of connecting to the Off-Site Sewer.

- b. Plans and Specifications. The parties agree that the first phase of the Off-Site Sewer shall be comprised of approximately two thousand two hundred fifty-seven feet (2,257') of eight-inch (8") HDPE Force Main (or equivalent size material as approved by the Utility) commencing at the Lift Station and ending at the Cheeney Creek Wastewater Treatment Plant headworks building, all as depicted in the Plans.

The parties agree that the Plans shall be prepared by an engineering firm approved by the Utility, at the Subscriber's expense, prior to construction of the Off-Site Sewer. The parties acknowledge that the Off-Site Sewer may be constructed in phases. The Plans for each phase of the Off-Site Sewer shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of the respective phase of the Off-Site Sewer. Upon approval by the Utility, the Plans shall become a part of this Contract. The Subscriber agrees to provide to the Utility, or assist the Utility in obtaining, all permits and easements or other rights-of-way necessary to construct the Off-Site Sewer. The costs to obtain such permits, easements or rights-of-way shall be paid for by the Subscriber.

- c. Compliance with Plans and Specifications. The Subscriber agrees to design, construct, install and maintain the Off-Site Sewer and each phase thereof in accordance with the Utility's Design Specifications, Construction Specifications, Details, Completion Specifications, Standards for Design and Construction of Building Sewers (Laterals), and Maintenance Specifications for Sanitary Sewer Facilities (together the "Standards and Specifications"), as may be amended from time to time, and in accordance with the Plans, as applicable. Subscriber agrees and acknowledges that the Plans and the Standards and Specifications for the Off-Site Sewer, or any phase thereof, must be submitted to and approved by applicable regulatory agencies or other governmental bodies prior to commencing construction and installation of the Off-Site Sewer, or any phase thereof.
- d. Approved Contractors. The Utility reserves the right to revoke approval of contractors, if in the opinion of the Utility, construction performed by an approved contractor does not conform or did not conform to the Standards and Specifications.

The Subscriber shall pay to the Utility, or the Utility's agent or engineer, any costs for design, redesign, or consultation which may be incurred by the Utility, or the Utility's agent or engineer, prior to or during construction as detailed in the Schedule of Costs attached hereto as **Exhibit C**.

- e. Maintenance Bond and Testing. Upon substantial completion of construction of the Off-Site Sewer or any phase thereof, and subsequent to satisfactory performance of infiltration tests and/or low pressure air tests and/or mandrel tests and/or vacuum tests, as specified in the Standards and Specifications, the Subscriber shall provide the Utility with a standard three (3) year maintenance bond underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Off-Site Sewer or the respective phase thereof

("Maintenance Bond"). The Maintenance Bond shall be in an amount equal to twenty percent (20%) of all construction costs of the Off-Site Sewer or the respective phase thereof. Subscriber acknowledges that Poindexter Excavating, Inc. ("Poindexter") will not obtain a Maintenance Bond on Subscriber's behalf. If Subscriber uses Poindexter to construct the sewer facilities contemplated herein, Subscriber will be solely responsible for obtaining the above Maintenance Bond. During the three (3) year Maintenance Bond period, the Subscriber shall own the Off-Site Sewer or the respective phase thereof. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Off-Site Sewer or the respective phase thereof. The Subscriber, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Off-Site Sewer or the respective phase thereof, including but not limited to labor, materials and taxes. For so long as the Subscriber owns the Off-Site Sewer or any respective phase or any portions thereof, Subscriber shall remain obligated for all costs to repair and/or replace the Off-Site Sewer in accordance with the Standards and Specifications as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Subscriber is obligated hereunder, shall be performed by Utility or its contractor and the documented costs therefor reimbursed to Utility by Subscriber.

- f. Inspection and Testing. During construction, the Off-Site Sewer, or any respective phase thereof, shall be subject to periodic inspection by the Utility or the Utility's agents in order to ensure conformance to the Plans, and Standards and Specifications as approved by the Utility. Subscriber agrees that all testing of sanitary sewers, as specified in the Standards and Specifications, shall be performed by the Utility or the Utility's agents at the Subscriber's expense. The Subscriber agrees that testing shall not be performed until after all other utility facilities (water, gas, electric, cable television, etc.) have been constructed and installed. To allow the Utility to properly account for the cost of the Off-Site Sewer, the Subscriber shall provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Off-Site Sewer or phase thereof. The construction cost documentation shall be provided by the Subscriber on a monthly basis, or as otherwise approved by the Utility, as construction proceeds.
- g. Sanitary Sewer Record Drawings. Upon completion of construction of the Off-Site Sewer, or any phase thereof, the Utility will have prepared under the Utility's direction, but at Subscriber's expense, sanitary sewer record drawing plans ("Record Drawings") for the Off-Site Sewer or the respective phase thereof. The Utility's current Schedule of Costs is attached hereto as **Exhibit C**. However, the Utility reserves the right to modify the Schedule of Costs for Preparation of Record Drawings on a system-wide basis and nothing herein provided shall limit or restrict the Utility's ability to modify such fees payable.
- h. Final Inspection Prior to Conveyance. Within six (6) months prior to the

conveyance of the Off-Site Sewer, or respective phase thereof, to the Utility, an inspection ("Final Inspection") of the Off-Site Sewer or phase thereof shall be conducted by a firm selected by the Utility. The Final Inspection shall be conducted at the Utility's expense and may consist of walk-through and closed-circuit television inspections of the Off-Site Sewer or respective phase thereof. The purpose of the Final Inspection is to identify any defects in the Off-Site Sewer or phase thereof, which the Subscriber must rectify, at the Subscriber's expense, prior to conveyance of the Off-Site Sewer. A Final Inspection may also consist of flow monitoring, smoke, infiltration, exfiltration, vacuum, low-pressure air, pumping, or pressure (for force mains) testing or any other reasonable test to determine the quality of construction of the Off-Site Sewer or respective phase thereof. The Utility's engineer shall have the sole discretion as to the necessity of the optional tests. The Utility shall provide to the Subscriber a copy of the results of the Final Inspection and a list of any defects the Subscriber shall rectify prior to conveyance. Any defects shall be rectified by the Subscriber as directed by the Utility's engineer.

- i. Conveyance of the Off-Site Sewer. Upon the expiration of the three (3) year period starting from the date of substantial completion of construction and satisfactory performance of all testing provided in Sections 2 (e) and (f) above on the Off-Site Sewer or any phase thereof, the Subscriber shall convey to the Utility all right, title, and interest in the Off-Site Sewer, but exclusive of laterals, building sewers, service pipes, and service lines which extend or will extend from a lot building, structure or premise to the sewer main extension (together referred to as "Laterals"), or any pipes or lines that extend from the sewer main extension and terminate at approximately the border of the lot line easement ("Lateral Stubs") which conveyance shall at that date be treated as a "System Contribution". The Laterals and Lateral Stubs shall at that time be conveyed to the respective lot owners. All System Contributions shall be treated as contributions-in-aid-of-construction. At the time of conveyance to Utility, the Subscriber shall deliver to the Utility such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in the Utility all of Subscriber's title to the facilities comprising the Off-Site Sewer, or the respective phase thereof being conveyed (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned by the respective lot owners), including, without limitation, a bill of sale in substantially the form attached hereto as **Exhibit E**. Thereafter, those portions of the Off-Site Sewer or the respective phase thereof, including all pipes, mains, lift stations, meters, other equipment and apparatus, and the facilities which compose the Off-Site Sewer or the respective phase thereof (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned and maintained by the respective lot owners) or to which the same is or may be connected (except the Laterals and Lateral Stubs), shall be and remain the sole property of the Utility, and the Utility shall be responsible for the maintenance and repair of the same. The Subscriber shall not, after the date on which the conveyances are made, have any right of property in the Off-Site Sewer or the respective phase thereof, or any part thereof by reason of or on account of its having made a System Contribution, or by reason of or on account of its having furnished a part or all of the funds used in the

purchase of materials and equipment for, or the employment of labor incident to, the construction of the Off-Site Sewer or the respective phase thereof.

- j. Conveyance of the Laterals and Lateral Stubs. The Laterals and Lateral Stubs shall not be transferred or assigned to Utility by Subscriber. At the time of conveyance to Utility of those portions of the Off-Site Sewer to be conveyed pursuant to Section 2(i) above, the Subscriber shall convey to the respective lot owners the Laterals and Lateral Stubs constructed within the Proposed Development that extend from each premise, structure or building and that are or will be connected to the main sewer line extension(s) to be owned by the Utility. The respective lot owners shall own the Laterals and Lateral Stubs and remain responsible for their maintenance, repair, and/or replacement as necessary all in accordance with the Standards and Specifications. If the respective lot owners fail to properly maintain, repair and/or replace the Laterals and Lateral Stubs, the Utility shall have the right, but not the obligation, to maintain, repair and/or replace the Laterals and Lateral Stubs as reasonably determined by the Utility, but at the respective lot owner's expense.

3. Commencement of Construction. Construction shall not be commenced on the Lift Station and Off-Site Sewer, or any part thereof, until Subscriber has obtained approval from the Utility, and:

- a. the Subscriber has provided, at its expense, all necessary information and authority requested by the Utility, including easements, rights-of-way, licenses, permits, or other authority which may be required by the Utility;
- b. the exact line, grade and location of all streets and other routes for the Off-Site Sewer and Lift Station have been established in the Plans, or otherwise for construction of the Off-Site Sewer or the applicable phase thereof;
- c. the Subscriber has paid to the Utility any amount due and payable by the Subscriber hereunder; and
- d. the Utility has approved in writing the Plans for construction of the Off-Site Sewer and Lift Station or the applicable phase thereof.

If the Subscriber is unable to accomplish items (a) through (d) enumerated above within one (1) year after the date hereof, the Utility may, in its sole discretion, terminate any further obligation it may have under this Contract.

4. Required Redesign, Relocation or Other Change. In the event of a change in the line and/or grade of streets or a change in other physical or topographical aspects of the property or area through which the Off-Site Sewer or Lift Station has been constructed occurring after Subscriber has completed construction of the Off-Site Sewer or Lift Station or any phase thereof and prior to conveyance to the Utility, the Utility shall have the right to determine whether any redesign, relocation, or other change is required and to compute the cost of such change. Such cost as so computed shall be, at the option of the Subscriber, either paid to the Utility by the Subscriber so that the Utility can make the change required, or the work may be performed by the Subscriber at the Subscriber's expense. In either event, the cost of the work performed shall be a

System Contribution at the time of conveyance of the Lift Station or Off-Site Sewer by Subscriber to the Utility, separate and apart from that specified in Section 3 hereof, and the Utility shall be entitled to receive from the Subscriber reimbursement for any additional costs which result from additional design and inspection Fees in connection therewith. If, after 15 days' notice to Subscriber, Subscriber has not commenced the work, the Utility may, in its sole discretion, determine to proceed with the work prior to receipt of the aforementioned System Contribution, and shall have the right to enforce collection of such System Contribution in accordance with the remedies as hereafter provided, and to pursue other legal or equitable remedies available to it, with attorney's fees, and to withhold future service to the Proposed Development until such System Contribution is paid. In the event the Subscriber pays the cost of the change to the Utility so that the Utility can make the change required under this Section 4, the Utility shall make the change as the agent for the Subscriber and the Subscriber shall own all such sewer mains or facilities for three (3) years after substantial completion of construction of same by the Utility and shall, at the end of the three (3) year period, convey such sewer mains or facilities to the Utility in accordance with the terms and provisions of this Contract relating to sewer mains and facilities constructed by the Subscriber.

5. No Refunds Based Upon Other Main Extensions. Notwithstanding any other provisions of this Contract, the Utility shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Off-Site Sewer or Lift Station, or the respective phase thereof. The Subscriber agrees to provide, at no cost to the Utility, any and all easements necessary to provide the Utility with access to the Off-Site Sewer, or the respective phase thereof, for the purpose of connecting such extensions and facilities to the Off-Site Sewer, or the respective phase thereof. Neither the construction of any such other main extension or facilities nor any service furnished by or from such other main extensions or facilities shall be subject to or in any manner affect this Contract, and the Subscriber shall not be entitled to any refund, payment, or compensation for the construction or use of such other main extensions or facilities, or connections for service therefrom.

6. Termination Point, Installation of Lateral Stubs. In order to meet future demands for service from areas outside the Proposed Development, the Subscriber agrees, at the Subscriber's expense, to terminate the Off-Site Sewer, or the respective phase thereof, at a location specified by the Utility to facilitate access for said future service. The Subscriber further agrees to install, at the Subscriber's expense, Laterals and/or Lateral Stubs at locations on the Off-Site Sewer, or the respective phase thereof, specified by the Utility to facilitate access for said future service.

7. Oversizing of Sewer Facilities. At the Utility's option, any sanitary sewer mains and/or facilities (including the Lift Station) constructed pursuant to this Contract may be oversized to meet future demands for service from areas outside the Development. The Subscriber agrees to construct all sewer mains and/or facilities (including the Lift Station) to a size or capacity requested by the Utility. The Subscriber further agrees, at the Subscriber's expense, to terminate the above sewer mains and/or facilities at locations as specified by the Utility to facilitate access for said future service. The Subscriber shall install, at the Subscriber's expense, Lateral Stubs at locations specified by the Utility to facilitate access for said future service. The Utility agrees to pay, in

accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any lift station, gravity main, or in the situation where a force main system is utilized and permitted by the Utility, any force main and related pump station, to a size larger than that necessary to serve the Proposed Development, as determined by the Utility; provided, however, the Subscriber agrees to pay, if requested by the Utility, the costs required to oversize gravity mains up to a maximum size of ten inches (10") in diameter or, in the situation where a force main system is utilized and permitted by the Utility, a size (both force main and pump station) equivalent in capacity to a ten inch (10") gravity sewer main. The above oversizing costs shall be paid by the Utility at the time the Utility issues a Final Statement of Construction Costs for the Off-Site Sewer, Lift Station, or any respective phase thereof, which final statement shall be issued within sixty (60) days of Subscriber completing construction of the Off-Site Sewer or Lift Station and submitting to Utility the actual documented costs of constructing the Off-Site Sewer or Lift Station. However, notwithstanding the above, the Utility shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by the Utility's engineer. Oversizing costs, if any, for the Off-Site Sewer and Lift Station are attached hereto and incorporated herein as **Exhibit C**.

8. **Exclusive Easements.** The Subscriber agrees to provide exclusive easements, as determined by the Utility's engineer, for any gravity interceptor sewer main or force main constructed pursuant to this Contract. The exclusive easement(s) shall specify that the Grantor will not convey any other easement or conflicting right within the area covered by the easement, shall be provided at no cost to the Utility, and shall be provided in substantially the same form as the easement attached hereto as **Exhibit F**.

9. **Pavement, Lighting, Mounding, Landscaping, Water Features, Irrigation Systems, Signage, Fences, Walls, and Changes of Grade over Sewer Facilities.** In order to ensure that access to sanitary sewer mains or manholes are not restricted in the event repair or excavation is required, the Subscriber agrees that, as determined by the Utility's engineer:

- a. No paved or concrete driveways, parking areas, sidewalks, patios, or similar structures shall be constructed over or within one (1) foot horizontal distance of sanitary sewer manhole castings.
- b. No paved or concrete roads, streets or other thoroughfares shall be constructed over or within five (5) feet horizontal distance of sanitary sewer manhole castings.
- c. No light poles, streetlights, or outdoor lights of any kind shall be constructed directly over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals or manholes.
- d. The toe of the slope of earthen mounding shall not be placed within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- e. No trees, shrubbery or similar growths shall be planted, or allowed to grow, directly over or within ten (10) feet horizontal distance measured from the dripline of the mature planting to sanitary sewer mains, Laterals, or manholes.
- f. Any landscaping, plantings, trees, shrubbery or similar growths, or landscaping items or objects, facilities or structures placed within utility easements or right-of-ways are at risk of being removed by the Utility without any obligation or liability

of replacement by Utility.

- g. No lakes, ponds, or similar such water features shall be constructed over or within twenty (20) feet horizontal distance measured from top of bank to the centerline of sanitary sewer mains, Laterals, or manholes.
- h. No irrigation systems shall be constructed within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- i. No signs, fences, retaining walls, landscaping walls, or entrance walls shall be constructed directly over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- j. Changes of grade over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes are prohibited.

10. Prior Agreements and Amendments. This Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

11. Default by Subscriber. Each of the following events by, or applicable to, the Subscriber shall constitute an “Event of Default” by the Subscriber:

- a. failure for more than ten (10) days to pay when due any of the Utility’s Costs for reviewing the Plans, Inspection Fees, design costs, or any other amount payable by the Subscriber hereunder;
- b. as to any Subscriber which is a party to this Contract and which is a corporation or partnership, the dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of any such Subscriber for more than thirty (30) days;
- c. the failure to observe or perform any of the Subscriber’s obligations under the other terms, covenants or conditions of this Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility as amended from time to time, or the laws of the state of Indiana as they pertain to sewage disposal service and all matters related thereto, which failure persists for more than thirty (30) days;
- d. the filing by the Subscriber (or any one or more of its general partners, if a partnership) in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Subscriber’s (or such partner’s) property, or for the liquidation or winding-up of such Subscriber’s (or such partner’s) affairs; or an assignment by such Subscriber (or such partner) for the benefit of creditors;
- e. the filing against the Subscriber (or any one or more of its general partners, if a partnership) in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Subscriber’s (or such partner’s) property, or for the liquidation or winding-up of

such Subscriber's (or such partner's) affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;

- f. the taking by any party of the interest of the Subscriber in the property through which the Lift Station or Off-Site Sewer is constructed or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Contract by the Subscriber, the Utility may:

- a. collect from the Subscriber all costs and expenses, including attorneys', architects' and engineers' fees, incurred or suffered by the Utility in connection with this Contract and the enforcement of the Utility's rights hereunder; and
- b. pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

11. Indemnification. The Subscriber hereby indemnifies and holds harmless the Utility and the City of Fishers, Hamilton County, Indiana from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Proposed Development or arising out of the Proposed Development or the operations in connection therewith or arising out of the design, construction, operation, maintenance, and repair of the Lift Station and Off-Site Sewer. The indemnification herein provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damages, claims, liens or liabilities or any action or proceeding brought thereon.

12. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

City of Fishers, Dept. of Engineering
Attn: Jason Taylor, Director
1 Municipal Drive
Fishers, IN 46038

The Subscriber(s):

96th St. Investors, LLC
805 City Center Drive, Suite 160
Carmel, IN 46032

With a copy to:

Christopher P. Greisl, City Attorney
City of Fishers, Administration
1 Municipal Drive
Fishers, IN 46038

or such other address as the parties may by written notice specify. Notice delivered to the Subscriber's address above shall be deemed notice to the Subscriber.

13. Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

14. No Waiver; Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Contract is invalid or unenforceable under applicable law, the remaining portions of the Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Contract.

15. Assignment of Contract. The Utility may assign this Contract. Subject to the prior written approval of the Utility, which approval shall not be unreasonably withheld, this Contract may be assigned to another entity or institutional lender who intends to purchase, or make a mortgage loan on all or part of the Proposed Development.

16. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Contract as of the date first written above.

“UTILITY”

CITY OF FISHERS, HAMILTON COUNTY,
INDIANA, ACTING BY AND THROUGH ITS
MUNICIPAL SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

“SUBSCRIBER”

96th St Investors, LLC

By: _____

Printed: _____

Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of 96th Investors, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Attachments:

- Exhibit A - Lift Station
- Exhibit B - Off-Site Sewer Construction Plans
- Exhibit C - Schedule of Costs
- Exhibit D - Dedication of Lift Station Property
- Exhibit E - Bill of Sale
- Exhibit F- Easements

EXHIBIT A

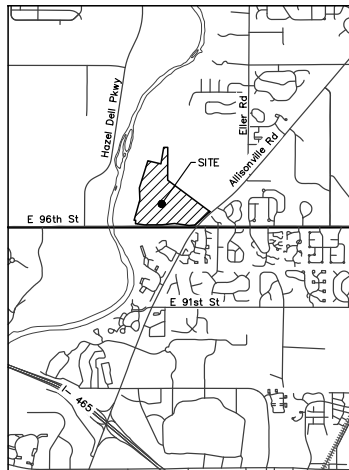
[Legal Description of Proposed Development]



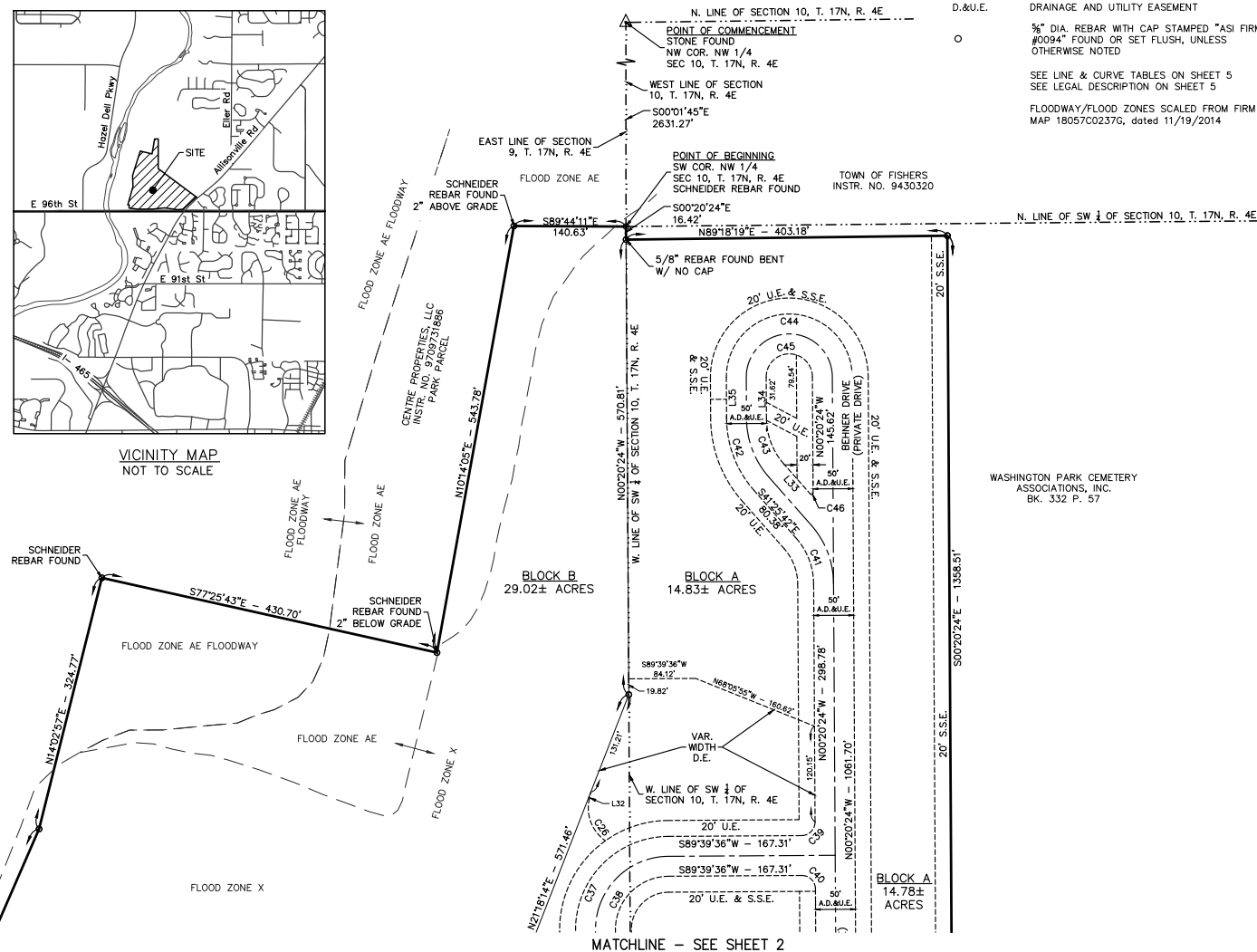
0' 100' 200'
SCALE: 1"=100'

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA



VICINITY MAP
NOT TO SCALE



LEGEND

- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
 - ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C0237G, dated 11/19/2014

WASHINGTON PARK CEMETERY
ASSOCIATIONS, INC.
BK. 332 P. 57

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

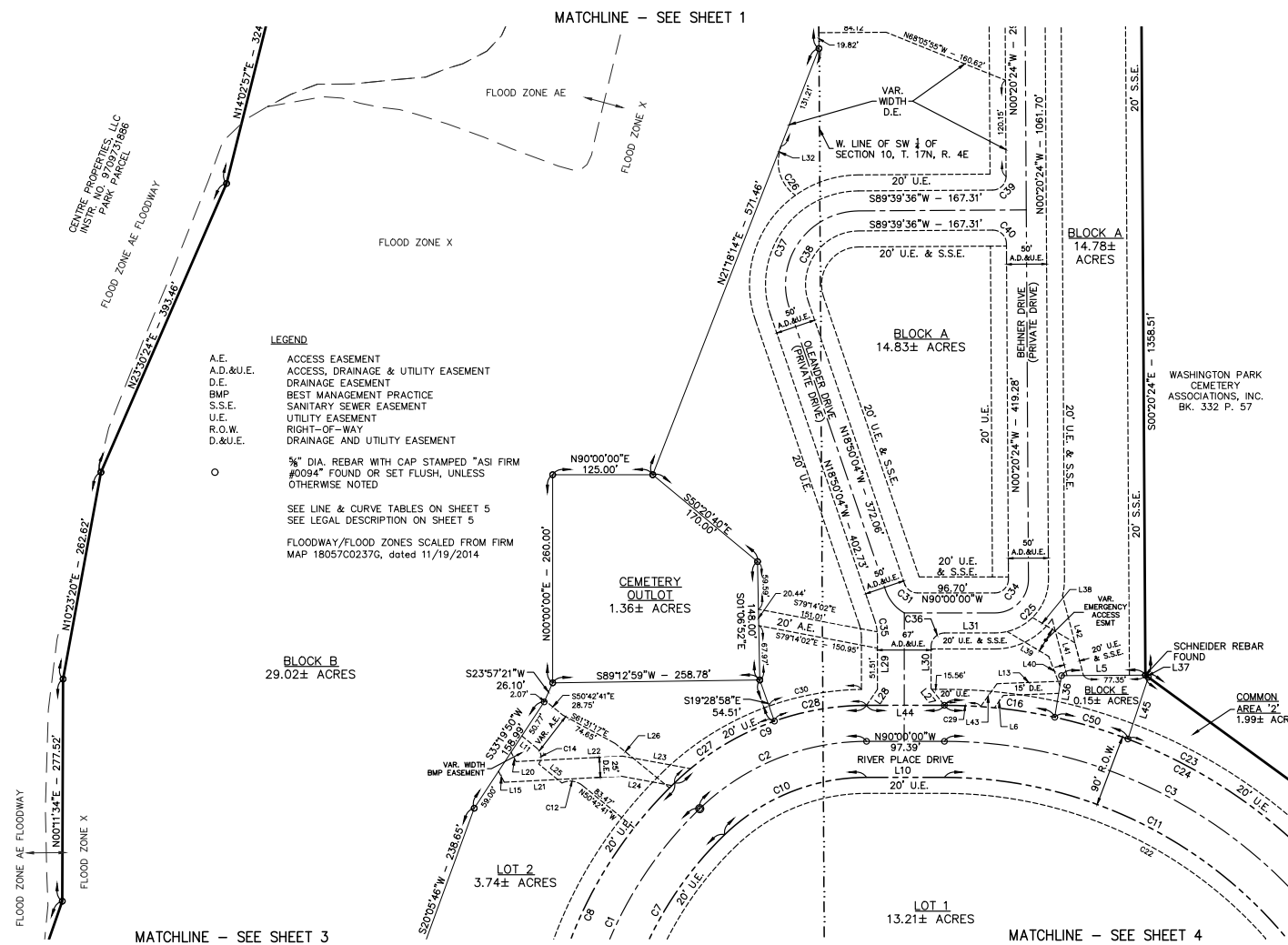
**SHEET
1 of 6**



0' 100' 200'
SCALE: 1"=100'

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA



LEGEND

- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
 - ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C0237G, dated 11/19/2014

DRAWING FILE: P:\2017\02-4600-Dimensions\Survey\PLAT\201702460.DWG
EDITED BY: TOOMSTOCK

FLOOD ZONE AE FLOODWAY
FLOOD ZONE X
FLOOD ZONE AE

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
2 of 6**



RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

- LEGEND**
- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
- ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C02376, dated 11/19/2014

BLOCK B
29.02± ACRES

E. 96TH STREET
PUBLIC RIGHT-OF-WAY

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
3 of 6**

MATCHLINE - SEE SHEET 2

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

- LEGEND**
- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
- ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C02376, dated 11/19/2014

WASHINGTON PARK CEMETERY
ASSOCIATIONS, INC.
BK. 332 P. 57

BLOCK D
3.27± ACRES
(MAX 3 LOTS)

ALLISONVILLE ROAD
PUBLIC RIGHT-OF-WAY

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
4 of 6**

DRAWING FILE: P:\2017\02-4600-Drawing\Survey\PLAT\201702460.DWG
EDIT DATE: 1/18/2023 10:22:20 AM
EDITED BY: TC04MS70CK

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

Line Table			Line Table			Line Table		
Line	Bearing	Distance	Line	Bearing	Distance	Line	Bearing	Distance
L1	S50°11'55"W	4.19	L21	S87°04'58"W	146.59	L41	N14°40'55"W	73.17
L2	N64°59'35"W	45.37	L22	S87°04'38"W	133.46	L42	S14°40'55"E	103.19
L3	S50°22'31"W	89.34	L23	N79°32'33"W	86.10	L43	N35°37'21"E	35.21
L4	N0°10'48"W	6.88	L24	N79°32'33"W	63.97	L44	N90°00'00"E	97.39
L5	N89°39'29"E	104.85	L25	N50°42'41"W	37.61	L45	S18°18'56"W	81.25
L6	N35°37'21"E	18.90	L26	S50°42'41"E	87.61	L46	N85°31'05"E	29.02
L7	N13°52'10"E	2.85	L27	N38°16'44"W	26.90	L47	N59°49'51"E	50.42
L8	N85°03'31"E	45.16	L28	N34°36'41"E	24.16			
L9	N85°03'31"E	45.16	L29	N0°00'00"W	65.22			
L10	N90°00'00"W	97.39	L30	S0°00'00"E	52.29			
L11	N50°42'41"W	24.45	L31	N90°00'00"W	62.63			
L12	S76°25'06"E	188.24	L32	S11°55'41"W	9.89			
L13	N87°50'40"E	79.45	L33	S41°25'42"E	50.31			
L14	S76°25'06"E	72.61	L34	N0°20'24"W	51.84			
L15	N27°46'41"W	15.52	L35	N0°20'24"W	51.84			
L16	N53°55'06"W	78.81	L36	N9°11'12"E	52.66			
L17	N53°55'06"W	88.52	L37	S53°55'06"E	4.57			
L18	N50°22'31"E	43.71	L38	S59°08'14"E	61.75			
L19	N50°22'31"E	45.63	L39	S59°08'14"E	60.56			
L20	N27°46'41"W	13.20	L40	N20°46'39"W	39.10			

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C1	402.29	500.00	S22°57'18"W	391.53
C2	230.36	300.00	S68°00'08"W	224.74
C3	580.00	600.00	N62°18'25"W	557.68
C4	168.46	500.00	S44°15'58"E	167.67
C5	117.81	300.00	S65°10'06"E	117.05
C6	49.48	126.00	N65°10'06"W	49.16
C7	366.08	455.00	S22°57'18"W	356.29
C8	438.49	545.00	S22°57'18"W	426.76
C9	264.91	345.00	S68°00'08"W	258.45
C10	195.81	255.00	S68°00'08"W	191.03
C11	536.50	555.00	N62°18'25"W	515.86
C12	27.20	24.00	N83°10'55"W	25.77
C13	183.63	545.00	N44°15'58"W	182.76
C14	21.15	14.00	N07°25'27"W	19.20
C15	135.48	345.00	N65°10'06"W	134.61
C16	138.86	645.00	N83°49'56"W	138.60
C17	31.81	81.00	N65°10'06"W	31.60

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C18	122.12	345.00	N66°16'39"W	121.49
C19	13.36	345.00	N55°01'39"W	13.36
C20	190.36	565.00	N44°15'58"W	189.46
C21	190.36	565.00	N44°15'58"W	189.46
C22	453.93	535.00	N65°41'36"W	440.43
C23	389.17	645.00	S51°33'56"E	383.29
C24	623.50	645.00	N62°18'25"W	599.51
C25	105.64	67.00	N44°49'48"E	95.03
C26	58.57	50.00	S21°37'50"E	55.28
C27	147.60	345.00	S58°15'39"W	146.48
C28	117.31	345.00	S80°15'31"W	116.75
C30	117.84	365.00	N79°45'58"E	117.33
C31	21.12	17.00	S54°25'02"E	19.78
C32	27.44	545.00	N52°28'33"W	27.44
C33	126.58	565.00	N47°30'02"W	126.31
C34	26.80	17.00	N44°49'48"E	24.11
C35	22.02	67.00	N09°25'02"W	21.93

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C36	26.70	17.00	S45°00'00"W	24.04
C37	221.55	117.00	S35°24'46"W	189.90
C38	126.87	67.00	S35°24'46"W	108.75
C39	26.70	17.00	N44°39'36"E	24.04
C40	26.70	17.00	N45°20'24"W	24.04
C41	62.39	87.00	N20°53'03"W	61.06
C42	98.25	137.00	S20°53'03"E	96.16
C43	62.39	87.00	S20°53'03"E	61.06
C44	248.19	79.00	S89°39'36"W	158.00
C45	91.11	29.00	S89°39'36"W	58.00
C46	4.85	2.00	N69°06'57"E	3.75
C47	41.34	535.00	N36°49'38"W	41.33
C48	153.30	455.00	S44°15'58"E	152.58
C49	100.14	255.00	S65°10'06"E	99.50
C50	95.47	645.00	S73°25'28"E	95.38

LEGAL DESCRIPTION

River Place

Part of the Southwest Quarter of Section 10 and Part of the East Half of Section 9, all in Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, being a 86.091 acre tract of land shown on the plat of ALTA/NSPS Land Title Surveys by Ryan A. Selby, PS #LS21700017 of American Structurepoint, Inc. under project number 2017.02460, recorded as Instrument Numbers 2022031411, 2022031412, 2022031413 in the Office of the Recorder of Hamilton County, Indiana (all references to monuments and courses herein are as shown on said plat of survey) more particularly described as follows:

Commencing at a stone at the northwest corner of said Section 10; thence South 00 degrees 01 minutes 45 seconds East 2631.27 feet (the basis of bearings is the Indiana Geospatial Coordinate System, Hamilton Zone, per NAD83 (2011) epoch 2010.00) along the west line the Northwest Quarter of the said Section 10 to a 5/8 inch rebar with cap stamped "Schneider Eng. Firm #0001" (hereinafter referred to as "Schneider rebar") at the southwest corner of said Northwest Quarter, said point being the POINT OF BEGINNING; thence South 00 degrees 20 minutes 24 seconds East 16.42 feet along said west line of said Southwest Quarter to a 5/8" rebar found bent with no cap; thence North 89 degrees 18 minutes 19 seconds East 403.18 feet to a 5/8 inch rebar with cap stamped "ASI FIRM #0094" set flush (hereafter referenced as "ASI rebar") on the west line of the parcel conveyed to Washington Park Cemetery Associations, Inc. described in Book 332, Page 57 in the Office of said Recorder; the following two (2) courses are along the west and southwest line of said Washington Park Cemetery Association parcel; 1) thence South 00 degrees 20 minutes 24 seconds East 1,358.51 feet to a Schneider Rebar; 2) thence South 53 degrees 55 minutes 06 seconds East 1,247.05 feet to an ASI rebar on the northwestern boundary of Allisonville Road per Instrument Number 2012052196 on file in the Office of said Recorder; thence South 50 degrees 11 minutes 55 seconds West 4.19 feet along said northwest boundary to an ASI rebar on the northeastern boundary of Allisonville Road per Instrument Number 2012052197 on file in the Office of said Recorder; the following five (5) courses are along the northeastern, northwest, and southwestern boundaries of Allisonville Road per said Instrument Number 2012052197: 1) thence North 64 degrees 59 minutes 35 seconds West 45.37 feet to an ASI rebar; 2) thence South 50 degrees 22 minutes 31 seconds West 89.34 feet to an ASI rebar; 3) thence South 13 degrees 52 minutes 10 seconds West 62.15 feet to an ASI rebar; 4) thence South 37 degrees 20 minutes 57 seconds West 44.15 feet to an ASI rebar; 5) thence South 40 degrees 30 minutes 36 seconds East 4.26 feet to an ASI rebar on the northwestern boundary of Allisonville Road per Instrument Number 9560154 on file in the Office of said Recorder; the following four (4) courses are along the northwestern boundary of Allisonville Road and the north boundary of 96th Street per said Instrument Number 9560154: 1) thence South 50 degrees 01 minutes 56 seconds West 211.02 feet to an ASI rebar; 2) thence South 42 degrees 57 minutes 08 seconds West 203.93 feet to an ASI rebar; 3) thence South 69 degrees 49 minutes 39 seconds West 102.64 feet to an ASI rebar; 4) thence North 89 degrees 20 minutes 36 seconds West 35.61 feet to an ASI rebar on the northeastern boundary of 96th Street per Instrument Number 2012052195 on file in the Office of said Recorder; thence North 47 degrees 07 minutes 06 seconds West 21.60 feet to an ASI rebar on the north boundary of 96th Street per said Instrument Number 2012052195; the following eight (8) courses are along the north boundary of 96th Street per Instrument Numbers 2012052195 and 2012052196 on file in the Office of said Recorder: 1) thence South 89 degrees 49 minutes 12 seconds West 198.32 feet to an ASI rebar; 2) thence North 00 degrees 10 minutes 48 seconds West 6.88 feet to an ASI rebar; 3) thence South 89 degrees 42 minutes 42 seconds West 167.09 feet to an ASI rebar; 4) thence North 67 degrees 58 minutes 11 seconds West 35.55 feet to an ASI rebar; 5) thence North 81 degrees 26 minutes 04 seconds West 131.53 feet to an ASI rebar; 6) thence North 53 degrees 21 minutes 58 seconds West 22.70 feet to a right-of-way monument; 7) thence South 82 degrees 34 minutes 45 seconds West 258.83 feet to an ASI rebar; 8) thence South 85 degrees 03 minutes 31 seconds West 376.41 feet to an ASI rebar on the northern boundary of Allisonville Road per said Instrument Number 9560154; the following five (5) courses are along the northern boundary of Allisonville Road per said Instrument Number 9560154: 1) thence South 89 degrees 46 minutes 52 seconds West 170.30 feet to an ASI rebar; 2) thence North 85 degrees 55 minutes 47 seconds West 401.12 feet to a Schneider rebar; 3) thence North 78 degrees 54 minutes 32 seconds West 101.98 feet to a Schneider rebar; 4) thence North 00 degrees 13 minutes 08 seconds West 120.00 feet to a Schneider rebar; 5) thence South 89 degrees 46 minutes 52 seconds West 171.00 feet to a Schneider rebar on the southeastern line of the parcel conveyed to Centre Properties, LLC per Instrument Number 9709731886 on file in the Office of said Recorder; the following eight (8) courses are along the eastern and southern boundaries of said Centre Properties, LLC parcel: 1) thence North 19 degrees 16 minutes 18 seconds East 787.58 feet to an ASI rebar; 2) thence North 00 degrees 11 minutes 34 seconds East 277.52 feet to an ASI rebar; 3) thence North 10 degrees 23 minutes 20 seconds East 262.62 feet to an ASI rebar; 4) thence North 23 degrees 30 minutes 24 seconds East 393.46 feet to an ASI rebar; 5) thence North 14 degrees 02 minutes 57 seconds East 324.77 feet to a Schneider rebar; 6) thence South 77 degrees 25 minutes 43 seconds East 430.70 feet to a Schneider rebar; 7) thence North 10 degrees 14 minutes 05 seconds East 543.78 feet to a Schneider rebar; 8) thence South 89 degrees 44 minutes 11 seconds East 140.63 feet to the POINT OF BEGINNING, containing 86.091 acres, more or less.

DRAWING FILE: P:\2017\02-4600-Drawing\Survey\PLAT\201702460.DWG
EDIT DATE: 1/18/2023 10:22:20 AM
EDITED BY: TC04MS70CK

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

SURVEYOR'S CERTIFICATE

I, Ryan A. Selby, hereby certify that:

The within Plat is a representation of the lands surveyed and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief;

This subdivision consists of Lots 1–4, Blocks A–E, Common Areas 1–2, Cemetery Outlet, rights-of-way and easements as shown on the within plat;

The size of the lots and widths of the streets and easements are shown in figures denoting feet and decimal parts thereof;

All monuments shown on the within plat actually exist and their location, size, type and material are accurately shown;

The boundary lines for this plat are based on the recorded ALTA/NSPS Land Title Surveys by American Structurepoint, Inc. recorded as Instrument No. 2022031411, 2022031412, and 2022031413 in the Office of the Hamilton County Recorder. These ALTA Surveys are in conformity with 865 IAC 1–12.

There are existing easements that fall within the bounds of this plat that are not shown hereon. Refer to the above referenced ALTA/NSPS Land Title Surveys for the size and location of said easements.

Witness my signature this ____th day of _____, 20____.

Ryan A. Selby
Professional Land Surveyor
Reg. No. LS21700017
State of Indiana

EASEMENTS & COVENANTS

The within plat shall be known and designated as River Place, and is subject to the Master Declaration of Easements, Covenants and Restrictions [and Zoning Commitments] Concerning the Development and Use of Real Estates recorded as Instrument No. _____ in said Recorder's Office.

Maintenance of all River Place Drive right-of-way landscaping and lighting, including the medians, shall be the responsibility of 96th St. Investors, LLC / 96th St. Investors II, LLC, and all heirs and assigns.

COMMISSION CERTIFICATE

Under authority provided by Title 36, Acts of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the City of Fishers as follows:

Adopted by the City of Fishers Plat Committee, a subcommittee of the Advisory Plan Commission on _____, 20____.

Megan Vukusich, Designee
Ross Hilleary, Secretary

OWNERS CERTIFICATION

The undersigned, _____, Owner of River Place shown and described herein and recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number _____ does hereby certify that it has laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as River Place. All public rights-of-way shown and not heretofore dedicated are hereby dedicated to the public. In testimony whereof, witness the signature of the Owner and Declarant this _____ day of _____, 20____.

96th St. Investors, LLC
96th St. Investors II, LLC

By: _____

Name: Chris Reid

State of Indiana)
County of _____) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, as manager of River Place, limited liability company and acknowledged the execution of the foregoing on behalf of said _____, Witness my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires: _____
(signature)

County of Residence: _____
Printed Name Notary Public

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
— Ryan A. Selby

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
5 of 6

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
6 of 6

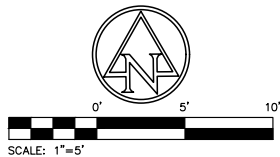
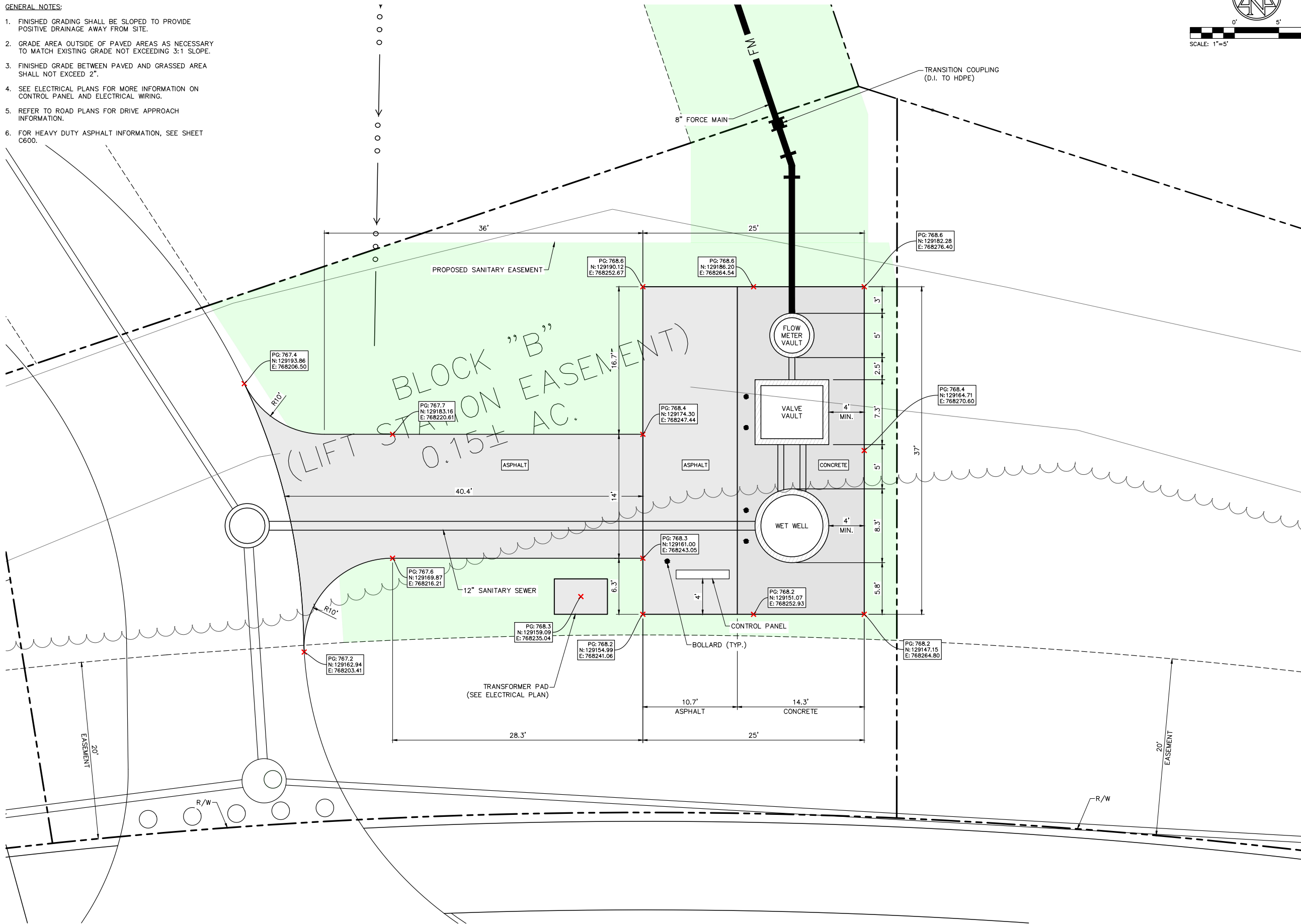
EXHIBIT B

[*Construction Plans*]

PLOT DATE: 12/20/2022 11:27 AM
PLOT SCALE: 1:2.849
DRAWING FILE: P:\2017\024600 - Drawings\Utility Infrastructure\201702460 ULSP.dwg
EDIT DATE: 11/17/2022
EDITED BY: PRAWINSKI

GENERAL NOTES:

1. FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AWAY FROM SITE.
2. GRADE AREA OUTSIDE OF PAVED AREAS AS NECESSARY TO MATCH EXISTING GRADE NOT EXCEEDING 3:1 SLOPE.
3. FINISHED GRADE BETWEEN PAVED AND GRASSED AREA SHALL NOT EXCEED 2".
4. SEE ELECTRICAL PLANS FOR MORE INFORMATION ON CONTROL PANEL AND ELECTRICAL WIRING.
5. REFER TO ROAD PLANS FOR DRIVE APPROACH INFORMATION.
6. FOR HEAVY DUTY ASPHALT INFORMATION, SEE SHEET C600.



CRG RESIDENTIAL



805 City Center Dr.
Suite 160
Carmel, IN 46032



9025 River Road, Suite 200 | Indianapolis, Indiana 46240
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

RIVER PLACE

FISHERS, INDIANA



Bryan L. Hood 9/26/2022
CERTIFIED BY

ISSUANCE INDEX	
DATE:	09/26/2022
PROJECT PHASE:	CONSTRUCTION DOCUMENTS

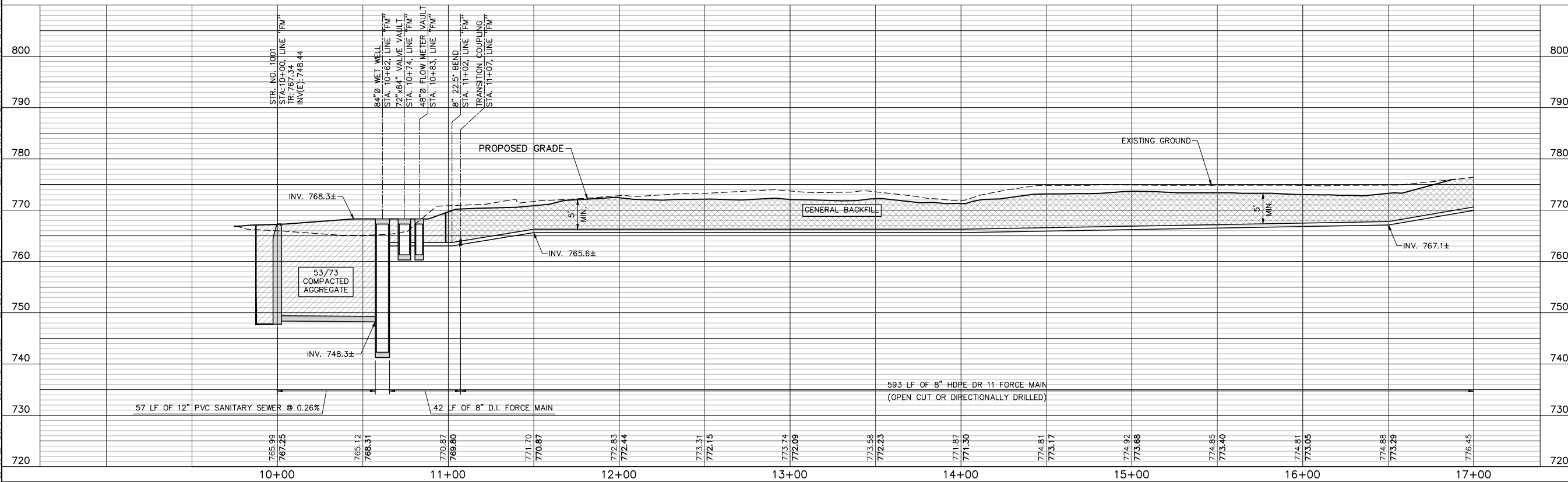
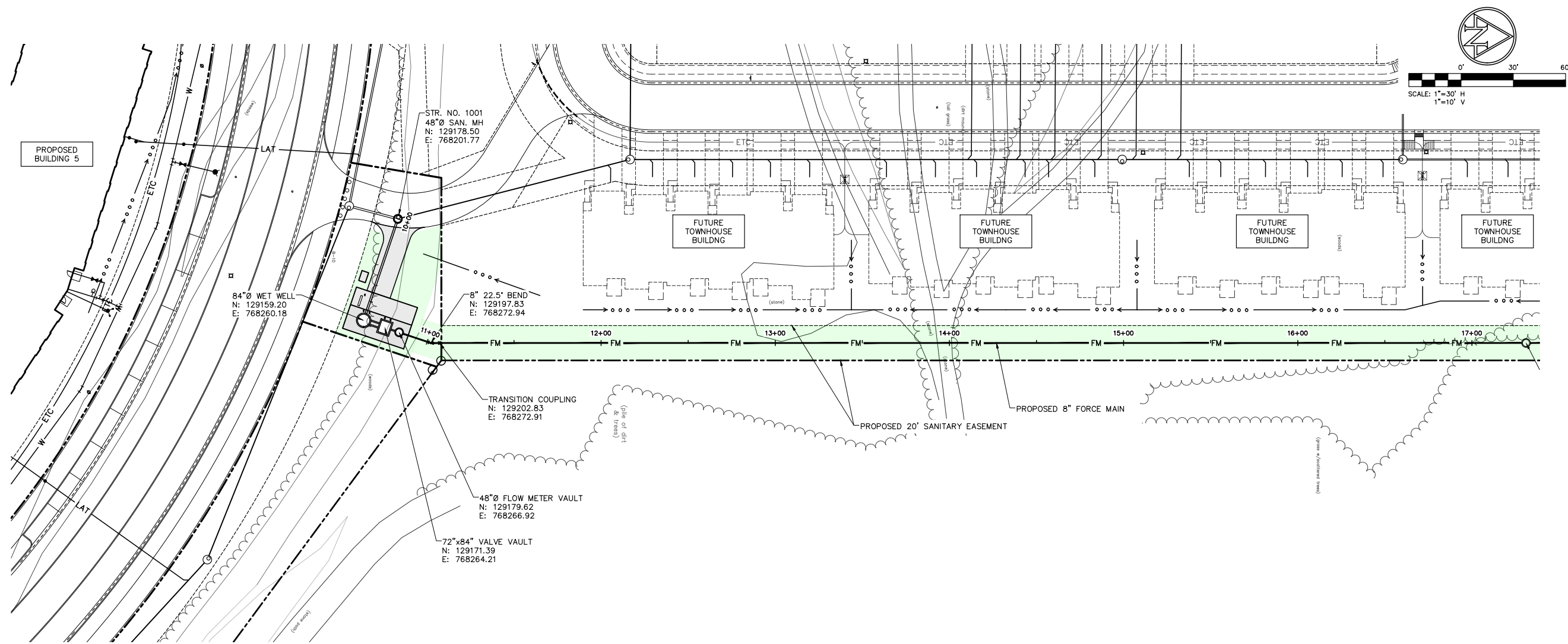
REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

Project Number 2017.02460

LIFT STATION
SITE PLAN

C460

PLOT DATE: 12/20/2022 11:27 AM
PLOT SCALE: 1"=30' H
1"=10' V
DRAWING FILE: P:\01702460.D - Drawings\Utility Infrastructure\01702460.U1PP.dwg
EDIT DATE: 11/17/2022
EDITED BY: PRAWINSKI



CRG RESIDENTIAL



805 City Center Dr.
Suite 160
Carmel, IN 46032



9025 River Road, Suite 200 | Indianapolis, Indiana 46240
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

RIVER PLACE

FISHERS, INDIANA



Bryan L. Hood 9/26/2022
CERTIFIED BY

ISSUANCE INDEX	
DATE:	09/26/2022
PROJECT PHASE:	CONSTRUCTION DOCUMENTS

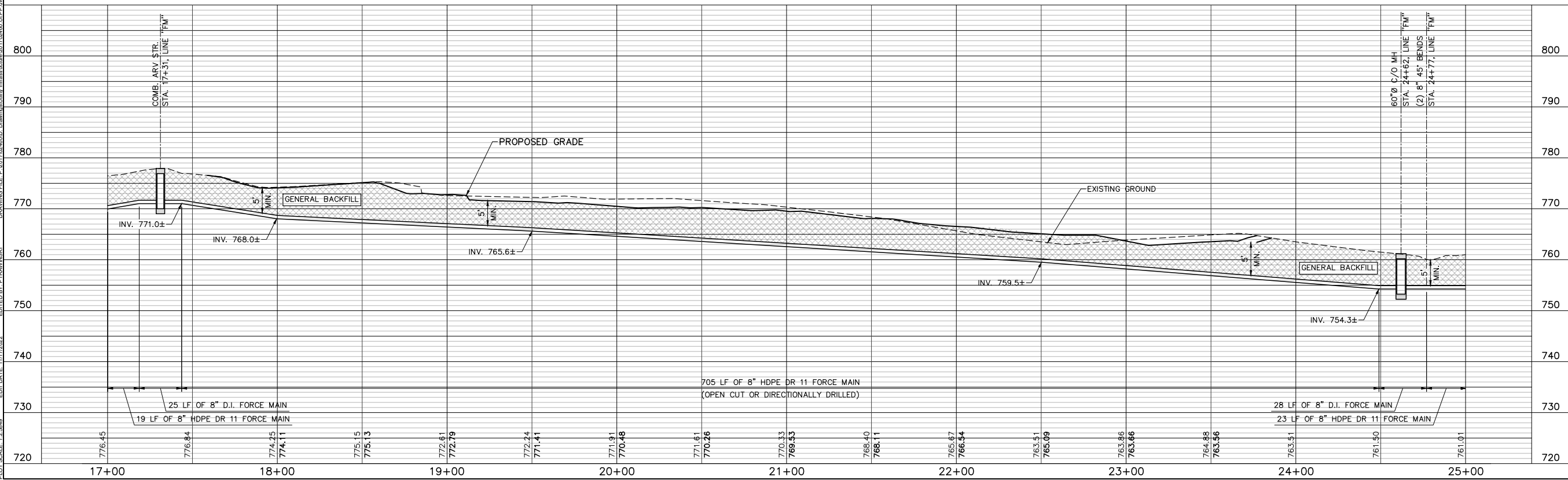
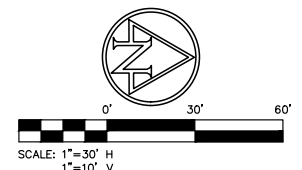
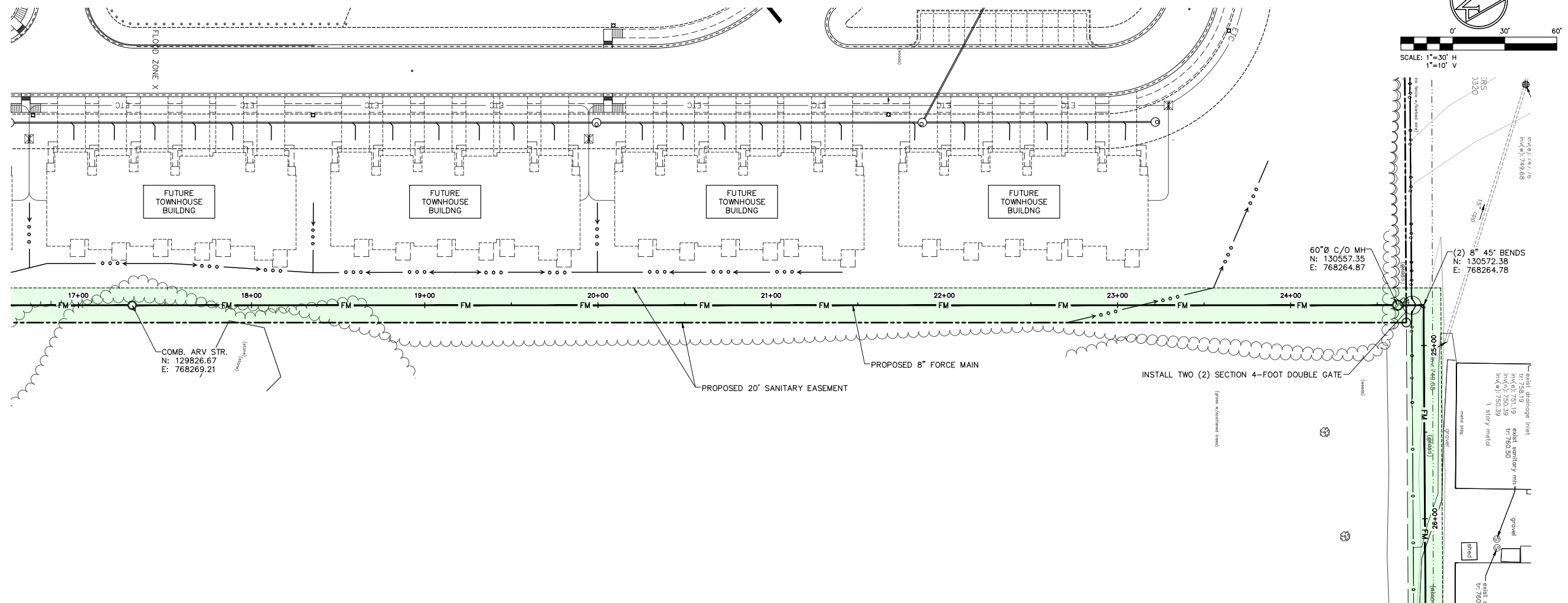
REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

Project Number 2017.02460

FORCE MAIN
PLAN & PROFILE

C461

PLOT DATE: 12/20/2022 11:27 AM
PLOT SCALE: 1"=30' H
1"=10' V
DRAWING FILE: P:\2017024600_Drainage\Utility_Infrastructure\2017024600_ULPP.dwg
EDIT DATE: 11/17/2022
EDITED BY: PRAWINSKI



CRG RESIDENTIAL



805 City Center Dr.
Suite 160
Carmel, IN 46032



9025 River Road, Suite 200 | Indianapolis, Indiana 46240
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

RIVER PLACE

FISHERS, INDIANA



Bryan L. Hood 9/26/2022
CERTIFIED BY

ISSUANCE INDEX	
DATE:	09/26/2022
PROJECT PHASE:	CONSTRUCTION DOCUMENTS

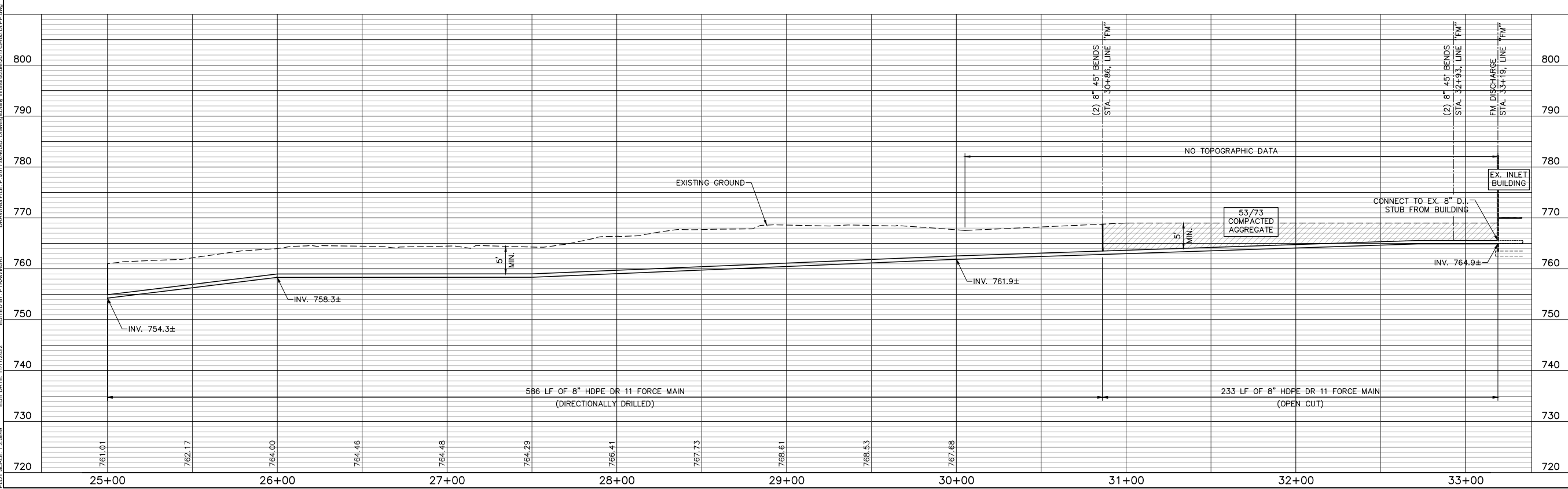
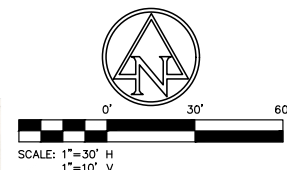
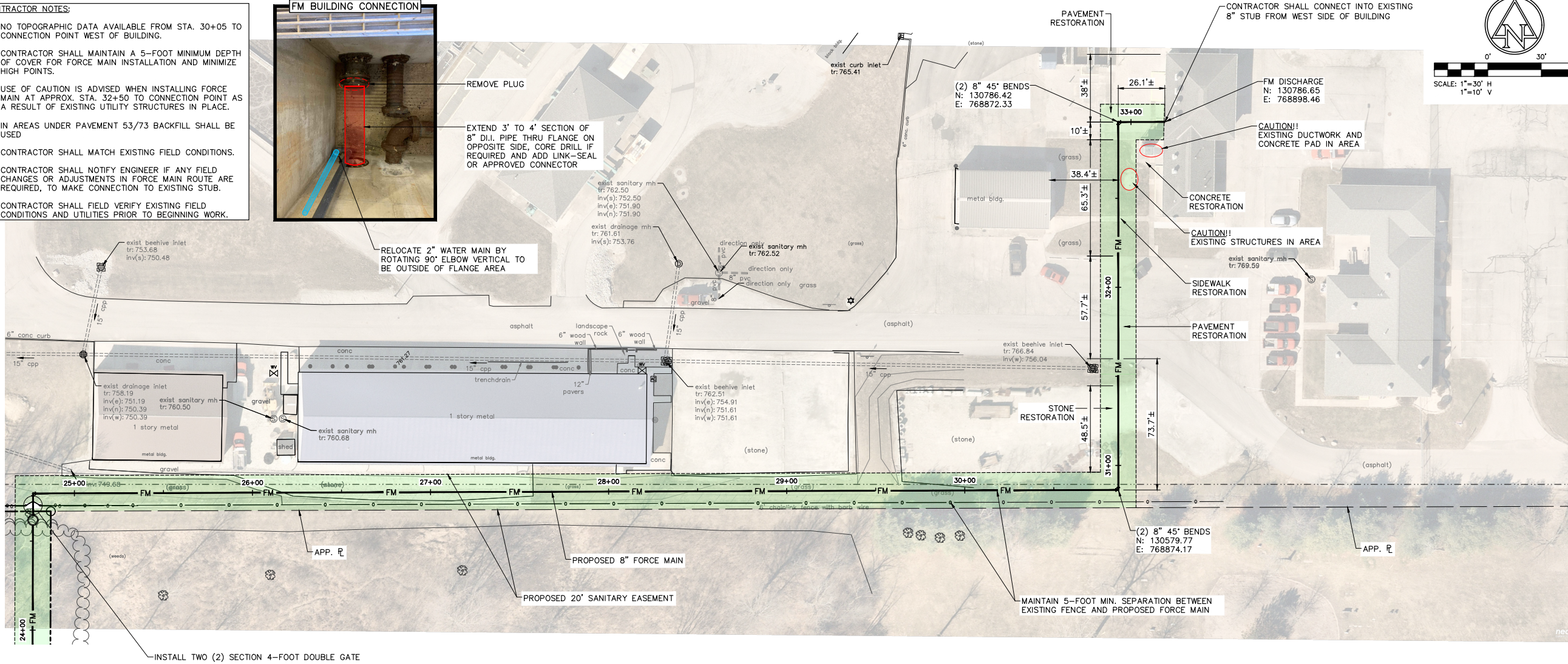
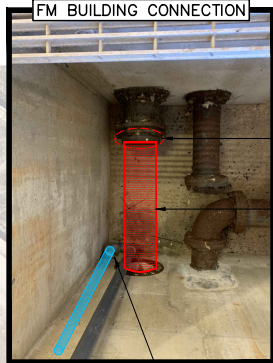
REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

Project Number 2017.02460

**FORCE MAIN
PLAN & PROFILE**

C462

- CONTRACTOR NOTES:
1. NO TOPOGRAPHIC DATA AVAILABLE FROM STA. 30+05 TO CONNECTION POINT WEST OF BUILDING.
 2. CONTRACTOR SHALL MAINTAIN A 5-FOOT MINIMUM DEPTH OF COVER FOR FORCE MAIN INSTALLATION AND MINIMIZE HIGH POINTS.
 3. USE OF CAUTION IS ADVISED WHEN INSTALLING FORCE MAIN AT APPROX. STA. 32+50 TO CONNECTION POINT AS A RESULT OF EXISTING UTILITY STRUCTURES IN PLACE.
 4. IN AREAS UNDER PAVEMENT 53/73 BACKFILL SHALL BE USED
 5. CONTRACTOR SHALL MATCH EXISTING FIELD CONDITIONS.
 6. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY FIELD CHANGES OR ADJUSTMENTS IN FORCE MAIN ROUTE ARE REQUIRED, TO MAKE CONNECTION TO EXISTING STUB.
 7. CONTRACTOR SHALL FIELD VERIFY EXISTING FIELD CONDITIONS AND UTILITIES PRIOR TO BEGINNING WORK.



CRG RESIDENTIAL

805 City Center Dr.
Suite 160
Carmel, IN 46032

AMERICAN STRUCTUREPOINT INC.

9025 River Road, Suite 200 | Indianapolis, Indiana 46240
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

RIVER PLACE

FISHERS, INDIANA

BRYAN L. HOOD
REGISTERED No. 11500233
STATE OF INDIANA
PROFESSIONAL ENGINEER

Bryan L. Hood 9/26/2022
CERTIFIED BY

ISSUANCE INDEX		
DATE:	09/26/2022	
PROJECT PHASE:	CONSTRUCTION DOCUMENTS	

REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

Project Number 2017.02460

**FORCE MAIN
PLAN & PROFILE**

C463

EXHIBIT C

[Schedule of Costs]

The Subscriber agrees to pay for the preparation of Sanitary Sewer Record Drawings.

The costs to obtain permits, real property, easements or rights-of-way shall be paid for by the Subscriber.

The Subscriber will provide a Maintenance Bond in an amount equal to twenty percent (20%) of all construction costs of the Lift Station and Off-Site Sewer.

All fees in this Schedule of Costs are subject to change in accordance with the terms of this Contract.

EXHIBIT D

[Dedication of Lift Station Property]

Tax Parcel No.
Cross Reference No.:
For Tax Purposes: City of Fishers
1 Municipal Drive
Fishers, IN 46038

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that 96th Street Investors, LLC (“Grantor”), hereby conveys to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility (“Grantee”), for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, certain real property generally located at or about 9600 Allisonville Road, Fishers, Indiana more particularly described as:

Block “E”, as per plat recorded as instrument number _____ recorded _____, 2023 in the Office of the Recorder of Hamilton County, Indiana

(hereinafter referred to as “Real Estate”); and

warrants the title to the same, against any challenge claiming by, through or under, Grantor, but not otherwise.

This conveyance is subject to the following:

- 1) Any and all easements, conditions and restrictions of record; and
- 2) All exceptions included in the title commitment.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights shall remain with the Grantor or any successors in title to the abutting lands of the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____ 202____.

[SIGNATURE ON FOLLOWING PAGE]

96th St Investors, LLC (“Grantor”)

Printed Name

(Signature)

NOTARY’S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said State and County, personally appeared _____, who acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 202__.

Signature

Printed Name

My Commission expires: _____

I am a resident of _____ County.

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/ Christopher P. Greisl

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers, IN 46038

EXHIBIT E

Bill of Sale - Sewer Facilities

KNOW ALL MEN BY THESE PRESENTS, that 96th St. Investors, LLC, an Indiana Corporation (“Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby bargains, sells, transfers, assigns, and sets over unto CITY OF FISHERS, HAMILTON COUNTY, INDIANA, an Indiana municipal corporation (“Grantee”), its successors and assigns, all of its right, title and interest in and to the sewer mains and facilities (the “Sewer Facilities”) described in the sanitary sewer record drawing plans (“Record Drawings”) attached hereto as Exhibit 1 and made a part hereof, including whether or not set forth in the Record Drawings (but exclusive of Laterals or Lateral stubs):

- (a) All sewer mains, pipes and conduits, lift stations, manholes, all necessary or incidental auxiliary or sub-main, pipes and conduits and other related facilities, appliances, apparatus and structures described in the Record Drawings (but exclusive of the Laterals or Lateral Stubs, as hereafter defined), convenient or proper for the purpose of rendering sewage disposal service (Laterals and Lateral Stubs, which are not being conveyed to Grantee, are defined as follows: “Laterals” shall be defined as any pipes (gravity or force main) which extend from a lot building, structure, or premise (“Lot Structure”) to the main line sewer which receives or will receive sewage from the Lot Structure; and “Lateral Stubs” shall be defined as any pipes or lines that extend from the main line sewer and terminate at approximately the border of the lot line easement or right-of-way for the Lot Structure.);
- (b) All rights and records, including without limitation accounting records, relating to the installation, construction, acquisition, operation, maintenance, repair, inspection and renewal of the Sewer Facilities; and
- (c) All rights-of-way, licenses, contracts, permits and other rights and authority held by Grantor in connection with its ownership of the Sewer Facilities;

TO HAVE AND TO HOLD the Sewer Facilities, together with all incomes, revenues, rents, issues and profits thereof hereafter accruing unto Grantee, its successors and assigns, forever.

The Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of, and has good and marketable title to, the Sewer Facilities for the use to which they are devoted; that the Sewer Facilities are free from encumbrances; that Grantor has the lawful right and capacity to transfer the Sewer Facilities; and that Grantor will warrant and defend the Sewer Facilities against the lawful claims and demands of all persons claiming by, through or under Grantor. The undersigned executing this Bill of Sale on behalf of Grantor represents and certifies that the undersigned is duly authorized and fully empowered to execute and deliver this Bill of Sale and that all necessary actions for the making of such conveyance has been taken and done.

E-1

The Grantor shall, upon demand by the Grantee, reimburse the Grantee for any tax liability incurred by the Grantee resulting at any time from the transfer of the Sewer Facilities.

It is understood wherever in this instrument reference is made to either of the parties hereto, it shall be held to include the successors and assigns of such party the same as if in each and every case so expressed.

IN WITNESS WHEREOF, _____ has executed this Bill of Sale - Sewer Facilities on this ____ day of _____, 20____.

GRANTOR

-Name -

By _____
(Signature)

(Printed Name & Title)

ATTEST:

EXHIBIT F

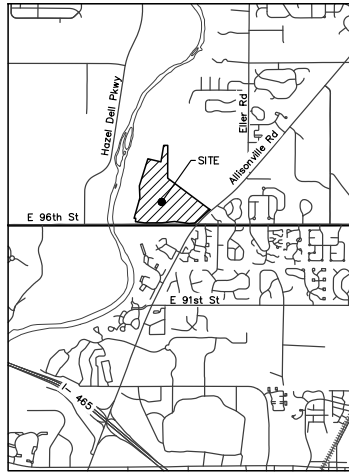
SEWER EASEMENTS



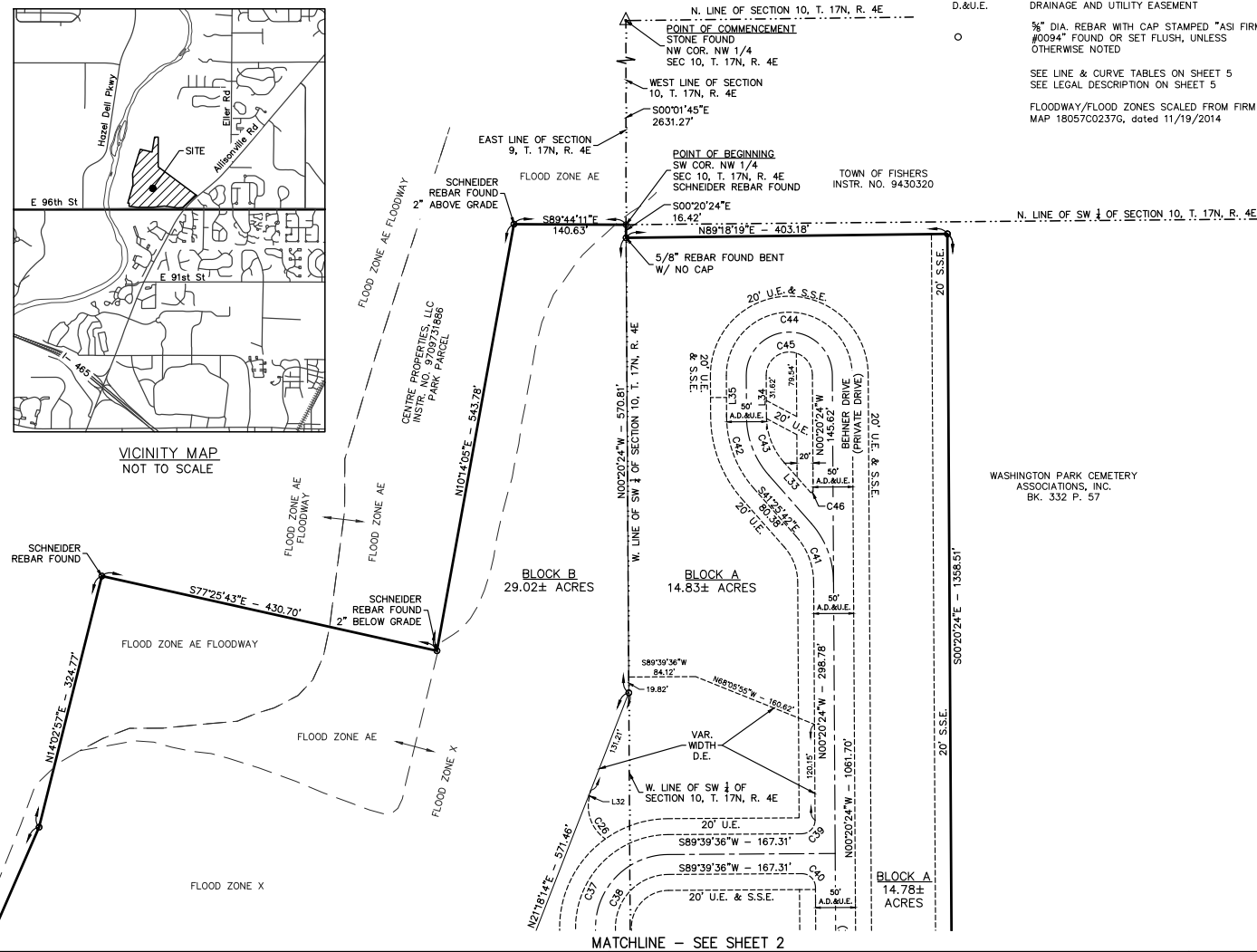
0' 100' 200'
SCALE: 1"=100'

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA



VICINITY MAP
NOT TO SCALE



LEGEND

- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
 - ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
FLOODWAY/FLOOD ZONES SCALED FROM FIRM MAP 18057C0237G, dated 11/19/2014

WASHINGTON PARK CEMETERY
ASSOCIATIONS, INC.
BK. 332 P. 57

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

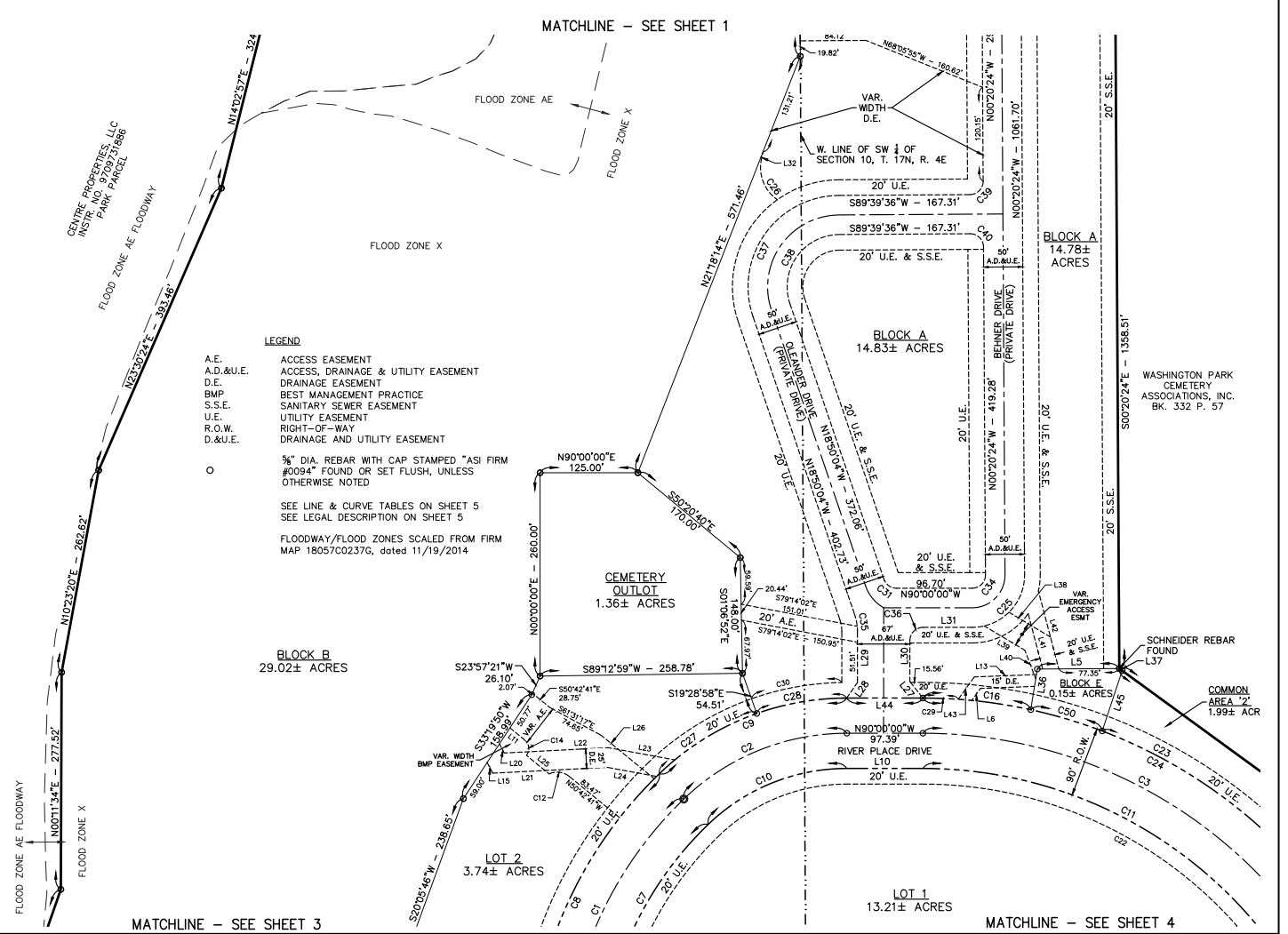
**SHEET
1 of 6**



0' 100' 200'
SCALE: 1"=100'

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA



LEGEND

- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
 - ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
FLOODWAY/FLOOD ZONES SCALED FROM FIRM MAP 18057C0237G, dated 11/19/2014

DRAWING FILE: P:\2017\02-4600-Dimensions\Survey\PLAT\201702460.DWG, 2023-01-18 SECONDARY PLAT.dwg

EDIT DATE: 1/18/2023 10:22:20 AM
EDITED BY: TOOMSTOCK

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
2 of 6**



RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

- LEGEND**
- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
- ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C02376, dated 11/19/2014

BLOCK B
29.02± ACRES

E. 96TH STREET
PUBLIC RIGHT-OF-WAY

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
3 of 6**

MATCHLINE - SEE SHEET 2

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

- LEGEND**
- A.E. ACCESS EASEMENT
 - A.D.&U.E. ACCESS, DRAINAGE & UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - BMP BEST MANAGEMENT PRACTICE
 - S.S.E. SANITARY SEWER EASEMENT
 - U.E. UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE AND UTILITY EASEMENT
- ¾" DIA. REBAR WITH CAP STAMPED "ASI FIRM #0094" FOUND OR SET FLUSH, UNLESS OTHERWISE NOTED
- SEE LINE & CURVE TABLES ON SHEET 5
SEE LEGAL DESCRIPTION ON SHEET 5
- FLOODWAY/FLOOD ZONES SCALED FROM FIRM
MAP 18057C02376, dated 11/19/2014

WASHINGTON PARK CEMETERY
ASSOCIATIONS, INC.
BK. 332 P. 57

ALLISONVILLE ROAD
PUBLIC RIGHT-OF-WAY

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

**AMERICAN
STRUCTUREPOINT
INC.**

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

**SHEET
4 of 6**

DRAWING FILE: P:\2017\02-4600-Dimensions\Survey\PLAT\201702460.DWG
EDIT DATE: 1/18/2023 10:22:20 AM
EDITED BY: TC04MS.TCCK

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

Line Table			Line Table			Line Table		
Line	Bearing	Distance	Line	Bearing	Distance	Line	Bearing	Distance
L1	S50°11'55"W	4.19	L21	S87°04'58"W	146.59	L41	N14°40'55"W	73.17
L2	N64°59'35"W	45.37	L22	S87°04'38"W	133.46	L42	S14°40'55"E	103.19
L3	S50°22'31"W	89.34	L23	N79°32'33"W	86.10	L43	N35°37'21"E	35.21
L4	N0°10'48"W	6.88	L24	N79°32'33"W	63.97	L44	N90°00'00"E	97.39
L5	N89°39'29"E	104.85	L25	N50°42'41"W	37.61	L45	S18°18'56"W	81.25
L6	N35°37'21"E	18.90	L26	S50°42'41"E	87.61	L46	N85°31'05"E	29.02
L7	N13°52'10"E	2.85	L27	N38°16'44"W	26.90	L47	N59°49'51"E	50.42
L8	N85°03'31"E	45.16	L28	N34°36'41"E	24.16			
L9	N85°03'31"E	45.16	L29	N0°00'00"W	65.22			
L10	N90°00'00"W	97.39	L30	S0°00'00"E	52.29			
L11	N50°42'41"W	24.45	L31	N90°00'00"W	62.63			
L12	S76°25'06"E	188.24	L32	S11°55'41"W	9.89			
L13	N87°50'40"E	79.45	L33	S41°25'42"E	50.31			
L14	S76°25'06"E	72.61	L34	N0°20'24"W	51.84			
L15	N27°46'41"W	15.52	L35	N0°20'24"W	51.84			
L16	N53°55'06"W	78.81	L36	N9°11'12"E	52.66			
L17	N53°55'06"W	88.52	L37	S53°55'06"E	4.57			
L18	N50°22'31"E	43.71	L38	S59°08'14"E	61.75			
L19	N50°22'31"E	45.63	L39	S59°08'14"E	60.56			
L20	N27°46'41"W	13.20	L40	N20°46'39"W	39.10			

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C1	402.29	500.00	S22°57'18"W	391.53
C2	230.36	300.00	S68°00'08"W	224.74
C3	580.00	600.00	N62°18'25"W	557.68
C4	168.46	500.00	S44°15'58"E	167.67
C5	117.81	300.00	S65°10'06"E	117.05
C6	49.48	126.00	N65°10'06"W	49.16
C7	366.08	455.00	S22°57'18"W	356.29
C8	438.49	545.00	S22°57'18"W	426.76
C9	264.91	345.00	S68°00'08"W	258.45
C10	195.81	255.00	S68°00'08"W	191.03
C11	536.50	555.00	N62°18'25"W	515.86
C12	27.20	24.00	N83°10'55"W	25.77
C13	183.63	545.00	N44°15'58"W	182.76
C14	21.15	14.00	N07°25'27"W	19.20
C15	135.48	345.00	N65°10'06"W	134.61
C16	138.86	645.00	N83°49'56"W	138.60
C17	31.81	81.00	N65°10'06"W	31.60

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C18	122.12	345.00	N66°16'39"W	121.49
C19	13.36	345.00	N55°01'39"W	13.36
C20	190.36	565.00	N44°15'58"W	189.46
C21	190.36	565.00	N44°15'58"W	189.46
C22	453.93	535.00	N65°41'36"W	440.43
C23	389.17	645.00	S51°33'56"E	383.29
C24	623.50	645.00	N62°18'25"W	599.51
C25	105.64	67.00	N44°49'48"E	95.03
C26	58.57	50.00	S21°37'50"E	55.28
C27	147.60	345.00	S58°15'39"W	146.48
C28	117.31	345.00	S80°15'31"W	116.75
C30	117.84	365.00	N79°45'58"E	117.33
C31	21.12	17.00	S54°25'02"E	19.78
C32	27.44	545.00	N52°28'33"W	27.44
C33	126.58	565.00	N47°30'02"W	126.31
C34	26.80	17.00	N44°49'48"E	24.11
C35	22.02	67.00	N09°25'02"W	21.93

Curve Table				
Curve #	Length (ft)	Radius (ft)	Chord Bearing	Chord Length (ft)
C36	26.70	17.00	S45°00'00"W	24.04
C37	221.55	117.00	S35°24'46"W	189.90
C38	126.87	67.00	S35°24'46"W	108.75
C39	26.70	17.00	N44°39'36"E	24.04
C40	26.70	17.00	N45°20'24"W	24.04
C41	62.39	87.00	N20°53'03"W	61.06
C42	98.25	137.00	S20°53'03"E	96.16
C43	62.39	87.00	S20°53'03"E	61.06
C44	248.19	79.00	S89°39'36"W	158.00
C45	91.11	29.00	S89°39'36"W	58.00
C46	4.85	2.00	N69°06'57"E	3.75
C47	41.34	535.00	N36°49'38"W	41.33
C48	153.30	455.00	S44°15'58"E	152.58
C49	100.14	255.00	S65°10'06"E	99.50
C50	95.47	645.00	S73°25'28"E	95.38

LEGAL DESCRIPTION

River Place

Part of the Southwest Quarter of Section 10 and Part of the East Half of Section 9, all in Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, being a 86.091 acre tract of land shown on the plat of ALTA/NSPS Land Title Surveys by Ryan A. Selby, PS #LS21700017 of American Structurepoint, Inc. under project number 2017.02460, recorded as Instrument Numbers 2022031411, 2022031412, 2022031413 in the Office of the Recorder of Hamilton County, Indiana (all references to monuments and courses herein are as shown on said plat of survey) more particularly described as follows:

Commencing at a stone at the northwest corner of said Section 10; thence South 00 degrees 01 minutes 45 seconds East 2631.27 feet (the basis of bearings is the Indiana Geospatial Coordinate System, Hamilton Zone, per NAD83 (2011) epoch 2010.00) along the west line the Northwest Quarter of the said Section 10 to a 5/8 inch rebar with cap stamped "Schneider Eng. Firm #0001" (hereinafter referred to as "Schneider rebar") at the southwest corner of said Northwest Quarter, said point being the POINT OF BEGINNING; thence South 00 degrees 20 minutes 24 seconds East 16.42 feet along said west line of said Southwest Quarter to a 5/8" rebar found bent with no cap; thence North 89 degrees 18 minutes 19 seconds East 403.18 feet to a 5/8 inch rebar with cap stamped "ASI FIRM #0094" set flush (hereafter referenced as "ASI rebar") on the west line of the parcel conveyed to Washington Park Cemetery Associations, Inc. described in Book 332, Page 57 in the Office of said Recorder; the following two (2) courses are along the west and southwest line of said Washington Park Cemetery Association parcel; 1) thence South 00 degrees 20 minutes 24 seconds East 1,358.51 feet to a Schneider Rebar; 2) thence South 53 degrees 55 minutes 06 seconds East 1,247.05 feet to an ASI rebar on the northwestern boundary of Allisonville Road per Instrument Number 2012052196 on file in the Office of said Recorder; thence South 50 degrees 11 minutes 55 seconds West 4.19 feet along said northwest boundary to an ASI rebar on the northeastern boundary of Allisonville Road per Instrument Number 2012052197 on file in the Office of said Recorder; the following five (5) courses are along the northeastern, northwest, and southwestern boundaries of Allisonville Road per said Instrument Number 2012052197: 1) thence North 64 degrees 59 minutes 35 seconds West 45.37 feet to an ASI rebar; 2) thence South 50 degrees 22 minutes 31 seconds West 89.34 feet to an ASI rebar; 3) thence South 13 degrees 52 minutes 10 seconds West 62.15 feet to an ASI rebar; 4) thence South 37 degrees 20 minutes 57 seconds West 44.15 feet to an ASI rebar; 5) thence South 40 degrees 30 minutes 36 seconds East 4.26 feet to an ASI rebar on the northwestern boundary of Allisonville Road per Instrument Number 9560154 on file in the Office of said Recorder; the following four (4) courses are along the northwestern boundary of Allisonville Road and the north boundary of 96th Street per said Instrument Number 9560154: 1) thence South 50 degrees 01 minutes 56 seconds West 211.02 feet to an ASI rebar; 2) thence South 42 degrees 57 minutes 08 seconds West 203.93 feet to an ASI rebar; 3) thence South 69 degrees 49 minutes 39 seconds West 102.64 feet to an ASI rebar; 4) thence North 89 degrees 20 minutes 36 seconds West 35.61 feet to an ASI rebar on the northeastern boundary of 96th Street per Instrument Number 2012052195 on file in the Office of said Recorder; thence North 47 degrees 07 minutes 06 seconds West 21.60 feet to an ASI rebar on the north boundary of 96th Street per said Instrument Number 2012052195; the following eight (8) courses are along the north boundary of 96th Street per Instrument Numbers 2012052195 and 2012052196 on file in the Office of said Recorder: 1) thence South 89 degrees 49 minutes 12 seconds West 198.32 feet to an ASI rebar; 2) thence North 00 degrees 10 minutes 48 seconds West 6.88 feet to an ASI rebar; 3) thence South 89 degrees 42 minutes 42 seconds West 167.09 feet to an ASI rebar; 4) thence North 67 degrees 58 minutes 11 seconds West 35.55 feet to an ASI rebar; 5) thence North 81 degrees 26 minutes 04 seconds West 131.53 feet to an ASI rebar; 6) thence North 53 degrees 21 minutes 58 seconds West 22.70 feet to a right-of-way monument; 7) thence South 82 degrees 34 minutes 45 seconds West 258.83 feet to an ASI rebar; 8) thence South 85 degrees 03 minutes 31 seconds West 376.41 feet to an ASI rebar on the northern boundary of Allisonville Road per said Instrument Number 9560154; the following five (5) courses are along the northern boundary of Allisonville Road per said Instrument Number 9560154: 1) thence South 89 degrees 46 minutes 52 seconds West 170.30 feet to an ASI rebar; 2) thence North 85 degrees 55 minutes 47 seconds West 401.12 feet to a Schneider rebar; 3) thence North 78 degrees 54 minutes 32 seconds West 101.98 feet to a Schneider rebar; 4) thence North 00 degrees 13 minutes 08 seconds West 120.00 feet to a Schneider rebar; 5) thence South 89 degrees 46 minutes 52 seconds West 171.00 feet to a Schneider rebar on the southeastern line of the parcel conveyed to Centre Properties, LLC per Instrument Number 9709731886 on file in the Office of said Recorder; the following eight (8) courses are along the eastern and southern boundaries of said Centre Properties, LLC parcel: 1) thence North 19 degrees 16 minutes 18 seconds East 787.58 feet to an ASI rebar; 2) thence North 00 degrees 11 minutes 34 seconds East 277.52 feet to an ASI rebar; 3) thence North 10 degrees 23 minutes 20 seconds East 262.62 feet to an ASI rebar; 4) thence North 23 degrees 30 minutes 24 seconds East 393.46 feet to an ASI rebar; 5) thence North 14 degrees 02 minutes 57 seconds East 324.77 feet to a Schneider rebar; 6) thence South 77 degrees 25 minutes 43 seconds East 430.70 feet to a Schneider rebar; 7) thence North 10 degrees 14 minutes 05 seconds East 543.78 feet to a Schneider rebar; 8) thence South 89 degrees 44 minutes 11 seconds East 140.63 feet to the POINT OF BEGINNING, containing 86.091 acres, more or less.

DRAWING FILE: P:\2017\02-4600-Dimensions\Survey\PLAT\201702460.DWG
EDIT DATE: 1/18/2023 10:22:20 AM
EDITED BY: TC04MS.TCCK

RIVER PLACE SECONDARY PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH,
RANGE 4 EAST, AND PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 17
NORTH, RANGE 4 EAST, 2nd PM, HAMILTON COUNTY, INDIANA

SURVEYOR'S CERTIFICATE

I, Ryan A. Selby, hereby certify that:

The within Plat is a representation of the lands surveyed and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief;

This subdivision consists of Lots 1–4, Blocks A–E, Common Areas 1–2, Cemetery Outlet, rights-of-way and easements as shown on the within plat;

The size of the lots and widths of the streets and easements are shown in figures denoting feet and decimal parts thereof;

All monuments shown on the within plat actually exist and their location, size, type and material are accurately shown;

The boundary lines for this plat are based on the recorded ALTA/NSPS Land Title Surveys by American Structurepoint, Inc. recorded as Instrument No. 2022031411, 2022031412, and 2022031413 in the Office of the Hamilton County Recorder. These ALTA Surveys are in conformity with 865 IAC 1–12.

There are existing easements that fall within the bounds of this plat that are not shown hereon. Refer to the above referenced ALTA/NSPS Land Title Surveys for the size and location of said easements.

Witness my signature this ____th day of _____, 20____.

Ryan A. Selby
Professional Land Surveyor
Reg. No. LS21700017
State of Indiana

EASEMENTS & COVENANTS

The within plat shall be known and designated as River Place, and is subject to the Master Declaration of Easements, Covenants and Restrictions [and Zoning Commitments] Concerning the Development and Use of Real Estates recorded as Instrument No. _____ in said Recorder's Office.

Maintenance of all River Place Drive right-of-way landscaping and lighting, including the medians, shall be the responsibility of 96th St. Investors, LLC / 96th St. Investors II, LLC, and all heirs and assigns.

COMMISSION CERTIFICATE

Under authority provided by Title 36, Acts of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the City of Fishers as follows:

Adopted by the City of Fishers Plat Committee, a subcommittee of the Advisory Plan Commission on _____, 20____.

Megan Vukusich, Designee
Ross Hilleary, Secretary

OWNERS CERTIFICATION

The undersigned, _____, Owner of River Place shown and described herein and recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number _____ does hereby certify that it has laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as River Place. All public rights-of-way shown and not heretofore dedicated are hereby dedicated to the public. In testimony whereof, witness the signature of the Owner and Declarant this _____ day of _____, 20____.

96th St. Investors, LLC
96th St. Investors II, LLC

By: _____

Name: Chris Reid

State of Indiana }
County of _____ } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, as manager of River Place, limited liability company and acknowledged the execution of the foregoing on behalf of said _____, Witness my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires: _____ (signature)

County of Residence: _____ Printed Name Notary Public

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
— Ryan A. Selby

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
5 of 6

PREPARED BY:
RYAN A. SELBY
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
rselby@structurepoint.com

OWNERS/SUBDIVIDERS:
96TH ST. INVESTORS, LLC
96TH ST. INVESTORS II, LLC
805 CITY CENTER DRIVE, SUITE 160
CARMEL, INDIANA 46032

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
6 of 6

RESOLUTION NO. R012623J

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SANITARY SEWER AGREEMENT & CONTRACT FOR
EXTENSION OF SEWER MAINS AND FACILITIES (RIVER PLACE)**

WHEREAS, 96TH Street Investors, LLC (“Developer”), is developing a new multi-family development to be generally located at 0 E 96th Street, Fishers, IN 46250, Parcel Nos.: 15-14-10-00-00-037.101 and 15-14-10-00-00-037.201, containing approximately 3.56 acres (the “Property”);

WHEREAS, Developer plans to construct the multi-family residential development generally known as “River Place”, which will consist of approximately 380 multi-family units;

WHEREAS, Developer desires sanitary sewer service for the Property;

WHEREAS, in order to receive the desired service from the City of Fishers, by and through its municipal sewer utility (“Fishers”), the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers;

WHEREAS, once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property;

WHEREAS, Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities;

WHEREAS, Fishers desires to provide sanitary service to the Property subject to the execution of a certain Sanitary Sewer Service Agreement (“Sewer Agreement”), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, additionally, Developer has obtained, or will obtain, certain real property and easements necessary to: (1) allow Developer to construct the proposed River Place Lift Station to be located off River Place Drive in Fishers, Indiana (the “Lift Station”), (2) allow Developer to construct an extension of the sewer mains and facilities (hereinafter, “Off-Site Sewer”) owned by the City of Fishers, Hamilton County, Indiana, acting by and through its municipal utility (“Utility”), in order to provide sanitary sewage disposal to, among other areas, the proposed Lift Station, (3) provide for the operation, maintenance, repair, and replacement of the Off-Site Sewer; and (4) allow access to and interconnection with the Off-Site Sewer by others having interests in real property in proximity to the Off-Site Sewer who enter into separate special contracts for the extension of sewer mains and facilities with the Utility for sewer service to such real property, all pursuant to a certain Contract for Extension of Sewer Main Facilities (the “Contract”), which is attached hereto and incorporated herein as Exhibit B;

WHEREAS, the Utility is a municipal utility having the territorial authority to provide sanitary sewage disposal service to the area in and around the Off-Site Sewer, which area will be developed into residential or commercial property requiring sanitary sewage disposal service and will include the proposed Lift Station (the “Proposed Development”);

WHEREAS, the Developer has requested the Utility to extend sewer mains and facilities of its sewage disposal system in Hamilton County, Indiana, in order to provide sanitary sewage disposal service to, among other areas, the Proposed Development;

WHEREAS, the parties acknowledge that this Contract and the extension of sanitary mains and facilities hereunder arises out of circumstances which are abnormal and out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Off-Site Sewer is to be located, and the fact that there heretofore has existed no sanitary sewage disposal facilities or service in said area), and the parties desire to provide for the extension of such mains and facilities by special contract, upon the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's territorial authority is experiencing extremely rapid growth, creating unusually high demand for the extension of sanitary sewage disposal facilities;

WHEREAS, the Utility wishes to cooperate with developers and others in its territorial authority area and is willing, on a trial basis, to allow developers to construct extensions of the Utility's sewer mains and facilities by private contract approved by the Utility; and

WHEREAS, the City of Fishers Board of Public Works & Safety now desires to approve the Contract 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 hereby approves the Sewer Agreement and Contract in substantially similar form as Exhibit A and Exhibit B, which are attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Fishers Sewer Utility Director to enter into and execute the Sewer Agreement and Contract, and any and all documents in furtherance of the Sewer Agreement and Contract.
- 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 this 24th day of January, 2023.

**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: Christopher P. Greisl, 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/ Christopher P. Greisl

FISHERS WHITE RIVER PARK PROJECT SCOPING AGREEMENT

This Fishers White River Park Project Scoping Agreement (“Agreement”) is entered into as of the ____ day of January, 2023 (the “Effective Date”), by and between Meyer Najem Construction, LLC, an Indiana limited liability corporation (the “Offeror”), and the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City” and jointly with the Offeror, the “Parties” and each a “Party”) on the following terms and conditions:

-Recitals-

WHEREAS, on or about September 20, 2022, the City issued its Request For Proposals And Qualifications To Complete The Fishers White River Park Project Through A Public-Private Partnership Agreement (the “RFPQ”);

WHEREAS, pursuant to the RFPQ, the City sought Offerors to (a) master plan the City’s newest park and green space consisting of over one hundred (100) acres of natural terrain located adjacent to the White River, and (b) design, construct and operate the Phase 1 Project, all pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”);

WHEREAS, in response to the RFPQ, Offeror submitted its October 14, 2022 response to the RFPQ (“Offeror’s Response”), and after satisfying the procedural steps included in Ind. Code § 5-23 *et seq.* (the “Act”), the City determined that Offeror is reasonably susceptible of being selected for a Build Operate and Transfer Agreement (“BOT Agreement”);

WHEREAS, accordingly, the City and Offeror desire to enter into this Scoping concerning Offeror (a) creating a master plan, and (b) completing Plan Refinement for the Phase 1 Project; and

WHEREAS, any capitalized term not specifically defined herein shall have the meaning ascribed to such term in the RFPQ.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Offeror agree as follows:

- 1. RECITALS.** The representations, covenants and recitations set forth in the foregoing recitals are material to Scoping Agreement and are hereby incorporated into and made a part of Scoping Agreement as though they were fully set forth in this Section 1.
- 2. MUTUAL ASSISTANCE.** The Parties agree, subject to further proceedings required by the Laws (as defined herein), to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from

time to time, to carry out the terms, provisions and intent of Scoping Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

3. SCOPING SERVICES. In consideration and as a material inducement for City's consideration of Offeror for a BOT Agreement and the additional consideration described herein, Offeror shall deliver, complete or cause to be completed all services, work and components thereof described in Section 5 of this Scoping Agreement to the City's commercially reasonable satisfaction, including, without limitation, completing the Master Plan and completing the Plan Refinement Process for the Phase 1 Project (collectively, the "Scoping Services").

4. DEFINITIONS.

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.

Concept Plan shall mean the initial plan for the Phase 1 Project.

Construction Drawings shall mean one hundred percent (100%) complete construction drawings with respect to the construction of the Phase 1 Project.

Construction Schedule shall mean the portion of the project plans comprised of the construction schedule, which Construction Schedule shall reflect Substantial Completion no later than a date mutually determined by Offeror and City.

Cure Period shall mean a period of: (a) ten (10) days after written notice of such default in the case of any monetary default; and (b) thirty (30) days after a Party failing to perform or observe any other term or condition of Scoping Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of the default.

Design Development Documents shall mean detailed design development documents for the Phase 1 Project, which documents are consistent with the Schematic Design Drawings.

Disbursement Request shall mean a written request and certification for payment submitted by the Offeror to the City in the form attached hereto as **Exhibit A**, which request and certification for payment shall: (A) be prepared by the Offeror; (B) be accompanied by: (i) a properly completed AIA Document G702 (Application and Certificate for Payment) (or such other application and certificate that is substantially similar in all respects to AIA Document G702) certified by the Offeror; and (ii) the associated properly completed AIA Document G703 (Continuation Sheet) (or such other application and certificate that is substantially similar in all

respects to AIA Document G703), with the description of the work therein; (C) include a detailed summary of the costs included in such Disbursement Request, and (D) include all related invoices, lien releases, and/or other information reasonably necessary to establish the accuracy of the information set forth in the request and certification.

Laws shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance.

Master Plan shall mean the written master plan for White River Park Project that is (a) developed by the Offeror in conjunction with the City, (b) details and provides for the comprehensive development of the Site for the White River Park Project; and (c) finalized within the Maximum Scoping Budget.

Maximum Budget shall mean Five Million and no/100 Dollars (\$5,000,000.00), unless otherwise increased by the City in its sole discretion, which amount includes the Maximum Scoping Budget.

Maximum Scoping Budget shall mean Eight Hundred Thousand and no/100 (\$800,000.00), unless otherwise increased by the City in its sole discretion.

Phase 1 Project shall mean the first phase of the White River Park Project, which Phase 1 shall be (a) designed pursuant to the Master Plan; (b) developed pursuant to the Plan Refinement Process described in Section 5(b); and (c) designed, developed and constructed within the Maximum Budget.

Plan Refinement Process shall mean the process outlined and described in Section 5(b) hereof.

Property Inspections shall mean surveys, borings, tests, inspections, examinations, studies, and investigations, including, without limitation, environmental assessments and geotechnical reviews and assessments. Upon the City controlling the Site (or an alternative location), the City shall provide a temporary right of entry for the Site or alternative location, as applicable, to allow Offeror to complete such Property Inspections.

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for construction, occupancy, and use of the Phase 1 Project. The costs and fees of Required Permits that are issued by the City shall be waived.

Schematic Design Drawings shall mean the schematic design drawings for the Phase 1 Project that are consistent with the Site Plan and the Laws.

Site shall mean approximately one hundred twenty-two (122) acres of real property generally located at 0 E. 96th Street, Fishers, Indiana, identified by property identification no. 15-14-09-00-006.002, depicted on **Exhibit B**.

Site Plan shall mean a site plan for the Phase 1 Project that is consistent with the Concept Plan and the Laws.

Site Plan Elements shall mean recreational features that are included within the Master Plan for the White River Park Project.

White River Park Project shall mean the comprehensive design for multiple phases (as determined by the City and Offeror) for a park on the Site.

5. **MASTER PLAN & PLAN REFINEMENT.** This Master Plan & Plan Refinement Process shall govern the development of the Master Plan and plan refinement for the Phase 1 Project.

a. **Meetings & Master Plan.** Offeror shall meet with the City, as needed and as requested by the City, concerning the City's desired outcome for the written Master Plan, including without limitation, the City's desire for stakeholder outreach concerning and input into the Master Plan. As the Master Plan evolves, the City and Offeror shall continue to meet and discuss the Site Plan Elements that should be included in different phases of the Fishers White River Park (each a "Phase" and collectively, the "Phases") and the sequencing of such Phases. The City anticipates that the winning offeror will continue to work with the City throughout the master planning process until the winning offeror is prepared to write and deliver the Master Plan by or before September 1, 2023.

b. **Plan Refinement Process.** After determining the Site Plan Elements to be included in the Phase 1 Plan, the Offeror shall submit for review and approval the following documents for the Phase 1 Project, which documents shall be submitted to the City in the order listed below, with respect to the Phase 1 Project:

- i. Concept Plan
- ii. Site Plan;
- iii. Schematic Design Drawings;
- iv. Design Development Documents
- v. Construction Drawings; and
- vi. Construction Schedule and Budget.

c. **Approval of Submitted Document.** Promptly after the City receives each of the Concept Plan, Site Plan, the Schematic Design Drawings, Design Development Documents and Construction Drawings (each, a "Submitted Document"), the City shall deliver to Offeror written

notice that it approves or rejects the Submitted Document; provided that, if the City rejects all or any part of a Submitted Document, then such notice shall: (A) specify the part or parts that City is rejecting; and (B) include the specific basis (which may be any reason, in the City's sole discretion) for such rejection. Upon the City's approval of a Submitted Document, such document shall be deemed final. Each Submitted Document shall be generally consistent with the immediately preceding Submitted Document approved by the City. For example, and without limitation, the Design Development Documents shall comply with the Laws and shall be generally consistent with the Schematic Design Drawings.

d. **Resubmitted Documents.** If, at any stage of the Plan Refinement Process, the City, rather than approving any Submitted Document, instead notifies Offeror that it rejects a Submitted Document then, within twenty-one (21) days after the Offeror receives written notice from the City that it has rejected the Submitted Document (each, a "Rejected Document"), Offeror shall promptly: (i) revise the Rejected Document; and (ii) resubmit the foregoing to the City. The City shall follow the review procedure described in foregoing subsection (e), and Offeror shall revise and resubmit any Rejected Submitted Document in accordance with the preceding sentence until such Rejected Document is approved. Upon approval of any Resubmitted Document, the Resubmitted Document shall become final and part of the Final Documents. Notwithstanding the involvement of the City in the Plan Refinement Process, Offeror shall be fully responsible for properly completing each of the documents included in the Plan Refinement Process and ensuring that Resubmitted Documents approved by the City in writing are implemented in the Final Documents; the failure of which shall be an Event of Default hereunder by the Offeror.

e. **Permits.** Offeror acknowledges that the Plan Refinement Process is in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws, and it shall not be deemed a warranty or representation of any kind by the City Bodies that Submitted Documents or Resubmitted Documents comply with, or are approved under, applicable Laws. Prior to commencing construction, Offeror shall obtain Required Permits for the Phase 1 Project that are available prior to commencement and shall obtain the remainder of the Required Permits upon availability. The City shall use reasonable efforts to assist Offeror in its efforts to obtain the Required Permits. Offeror acknowledges that the City Bodies cannot (and do not) guarantee that it will be able to obtain the Required Permits.

f. **Construction Drawings, Construction Schedule and Budget.** Notwithstanding the foregoing or anything included herein to the contrary, the City may, in its sole discretion, determine that sufficient information is available, prior to completing Construction Drawings, Construction Schedule and the Budget, to submit the Phase 1 Project for bids. In which instance, the City and Offeror may progress to a potential BOT Agreement; provided, however, the Construction Drawings, Construction Schedule and Budget shall then be completed. Notwithstanding the timing of completion of the Construction Drawings, Construction Schedule and Budget, in no instance, shall the City be responsible for payment in excess of the Maximum

Scoping Budget for design work and Scoping Services, all of which shall be completed for an amount not greater than the Maximum Scoping Budget.

6. **PROPERTY INSPECTIONS.** During the Plan Refinement Process or as otherwise determined by Offeror based on its industry expertise, Offeror shall cause to be completed all Property Inspections necessary to complete the Phase 1 Project, including, without limitation, all studies and investigations necessary to obtain the Required Permits. For the avoidance of doubt, Property Inspections are the sole responsibility of Offeror, and all necessary Property Inspections shall be completed to determine the suitability of the Site for the Phase 1 Project.

7. **CONSIDERATION & COSTS.** The Parties expressly acknowledge and agree that Offeror shall complete the Master Plan within the Master Plan Budget and the Scoping Services within the Maximum Budget. City shall compensate Offeror for Scoping Services in response to properly submitted Disbursement Request(s) submitted, beginning on or after February 28, 2023, for work performed during the preceding thirty (30) days. Upon receipt of a properly submitted Disbursement Request, the City shall, within thirty (30) business days, disburse a corresponding amount of the proceeds to Offeror for work completed prior to any Event of Default, which may include costs previously paid by the Offeror and identified in the Disbursement Request; provided however, if an Event of Default exists, the City shall have no obligation to disburse proceeds to the Offeror in response to an otherwise valid Disbursement Request, until such Event of Default has been cured, for work completed after any Default. Moreover, if City terminates Scoping Agreement, the City shall have no obligation to disburse proceeds for work performed after such termination.

8. **INTELLECTUAL PROPERTY.** Notwithstanding whether Offeror is recommended for a BOT Agreement, upon payment by the City pursuant to Section 7, all materials, work product, deliverables and intellectual property and portions and components thereof created pursuant to this Scoping Agreement (collectively, the “Work Product”) shall become the unrestricted, exclusive property of the City. In the event Scoping Agreement is terminated, or Offeror is not awarded a BOT Agreement, and the City uses, modifies or provides to any third party any Work Product, the City releases the Offeror and any subcontractors of the Offeror from all Claims arising in connection therewith.

9. **OVERSIGHT AND MANAGEMENT.** For purposes of delivering the Scoping Services, Offeror shall serve as the Phase 1 Project manager and oversee, direct and coordinate the work of all individuals and entities providing the Scoping Services, including, without limitation, causing the completion of all necessary Inspections and obtaining the Required Permits.

10. **CHANGES IN SCOPE.** The City may, without invalidating Scoping Agreement, request in writing changes in the scope of the Scoping Services consisting of additions, deletions or other revisions. In such event, the Offeror shall provide to City suggested methods and adjustments to the Budget and Construction Schedule on the basis of reasonable expenditures and savings of those performing the work attributable to the changes (whether concerning the

Budget or Construction Schedule, the “Proposed Change(s)”). The City shall review any Proposed Change and determine whether to accept it. If any such Proposed Change is accepted, the Proposed Change shall be automatically incorporated into and become a part of the documents deemed final for the stage of the preconstruction services to which the Proposed Change applies.

11. RECOMMENDATION FOR BOT. Upon Offeror completing the Scoping Services, City shall determine whether to recommend the Offeror for a BOT Agreement; provided, however, City and Offeror acknowledge and agree that the City may make such determination at an earlier time to the extent authorized by Indiana § 5-23 *et. seq.*

12. CITY FEES. City shall waive all City Fees related to or arising out of the Phase 1 Project. For purposes of Scoping Agreement, “City Fees” shall mean applicable local fees assessed by the City and associated with the Phase 1 Project, including but not limited to impact fees, improvement location fees, building permit fees, sign permit fees, sewer and stormwater fees, variance requests and inspection fees.

13. CITY’S RESERVED RIGHTS. Without penalty or giving rise to any Claim, City reserves, at all times, the right, upon written notice to Offeror, to (1) terminate this Scoping Agreement, (2) terminate, suspend, or elect not to proceed in negotiations with Offeror and/or (3) issue a subsequent RFPQ for the Phase 1 Project. Upon receipt of written notice from the City of such termination, Offeror shall (a) cease operations as directed by the City, (b) take actions necessary, or that the City may direct, for the protection and preservation of the Work Product, and (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. Any suspension of Scoping Agreement or the Offeror’s services hereunder or failure to respond to any submitted documents lasting more than sixty (60) days shall, at Offeror’s election, be deemed a termination by the City and the Offeror shall be entitled to its costs as provided herein.

If the City exercises its right to terminate Scoping Agreement, the City shall reimburse Offeror for an amount equal to one hundred percent (100%) of all costs actually incurred by Offeror to complete the Scoping Services performed prior the City’s written notice of termination and satisfactory to the City, in its commercially reasonable discretion.

14. DEFAULT. It shall be an “Event of Default” if either party fails to perform or observe any material term or condition of Scoping Agreement to be performed or observed by it, if such default or failure is not cured within ten (10) day after written notice of such default; provided that, if such Event of Default is of such a nature that it cannot be remedied within ten (10) days, despite reasonably diligent efforts, then the ten (10-) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (A) commences to cure the default within the ten (10) day period; and (B) diligently

pursues such cure to completion (the “Cure Period”). In no event shall a Cure Period extend more than thirty (30) days after the date of the Event of Default.

A. General Remedies. Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under Scoping Agreement; (ii) protect the rights granted to the non-defaulting party under Scoping Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of Scoping Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of Scoping Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, Scoping Agreement, then the defaulting party shall reimburse the non-defaulting party for all such reasonable costs and expenses.

B. No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under Scoping Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by Scoping Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such party.

C. Injunctive Remedies. If an Event of Default occurs, the non-defaulting party shall be entitled to seek specific performance or injunctive relief and, in each instance, the defaulting party hereby waives any claim or defense that the non-defaulting party has an adequate remedy at law.

D. No Limitation. Notwithstanding anything to the contrary set forth herein, the rights and remedies set forth in this Section 12 are not exclusive and shall be cumulative and in addition to every other right or remedy given under Scoping Agreement or now or hereafter existing at law or in equity.

15. INSURANCE. Offeror shall procure and maintain throughout completion of the Scoping Services, the policies of insurance described on Exhibit C. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by Offeror shall name City as an

additional insured. Offeror shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies within five (5) days of the Effective Date.

16. GENERAL TERMS.

A. E-Verify. All terms defined in Ind. Code § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to Ind. Code § 22-5-1.7 *et seq.*, Offeror 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, Offeror shall execute an affidavit 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, Offeror shall provide City with documentation that it has enrolled and is participating in the E-Verify program. Scoping Agreement shall not take effect until said affidavit is signed by Offeror and delivered to City's authorized representative.

B. Assignment. The rights and obligations contained in Scoping Agreement may not be assigned by Offeror without the express prior written consent of City, which consent may be withheld in the City's sole discretion.

C. Authority. Each undersigned person executing Scoping Agreement on behalf of City and Offeror represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of City and Offeror, respectively, to execute and deliver Scoping Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out Scoping Agreement; and (c) the execution, delivery, and performance of Scoping Agreement have been duly authorized by City and Offeror, respectively; provided, however, City's ability to perform under Scoping Agreement is subject to completion of certain procedures required by Laws which City agrees to undertake with diligence and in good faith.

D. Force Majeure. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, Scoping Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party as soon as practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes hereof, "Force Majeure" means an event or circumstance beyond the reasonable control of the claiming party, and not substantially caused by the other party, and includes, but is not limited to, acts of God (including hurricane or tropical storm), war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, facility malfunctions caused by circumstances beyond the reasonable control of the claiming party and not resulting from improper maintenance, pandemics, epidemics, or any other event beyond the reasonable control of the claiming party that prevents the completion, commencement of

operations, or operation of the Offeror's services hereunder. Inability to pay money when due, for whatever reason, or financial insolvency or incapacity to perform, are expressly excluded from Force Majeure.

E. Merger. All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

F. Debarment. Offeror hereby certifies that neither it nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation by any Federal department or agency.

G. Non-Discrimination, WEBS & MEB Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Offeror has employees, Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Offeror has employees, Offeror will state, in all solicitations or advertisements for employees placed by or on behalf of Offeror, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Moreover, Offeror hereby certifies that it has taken affirmative steps to include contractors and subcontractors that are qualified small and minority businesses and women-owned enterprises.

H. Miscellaneous. Subject to Section 16(b), this Scoping Agreement shall inure to the benefit of, and be binding upon, City and Offeror, and their respective successors and assigns. Scoping Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. Scoping Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with Scoping 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. Offeror waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Offeror may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. Scoping Agreement may be modified only by a written agreement signed by City and Offeror. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of Scoping Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Time is of the essence in Scoping Agreement. If any provision of Scoping 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 Scoping 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 Scoping 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 Scoping Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of Scoping Agreement or the scope or content of any of its provisions. Nothing contained in Scoping Agreement shall be construed to create a partnership or joint venture between City and Offeror 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 Phase 1 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. In the event of an inconsistency or conflict between the provisions of the RFPQ and the remaining provisions of Scoping Agreement, the remaining provisions of Scoping Agreement shall control.

G. Exhibits. The following exhibits are attached hereto and incorporated herein as if fully set forth in Scoping Agreement:

Exhibit A: Disbursement Request
Exhibit B: Site
Exhibit C: Insurance

[signatures on following pages]

IN WITNESS WHEREOF, City and Offeror have executed this Scoping Agreement as of the day and year first written above.

“CITY”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“Offeror”

MEYER NAJEM CONSTRUCTION, LLC

By: _____
_____, _____

EXHIBIT A
DISBURSEMENT REQUEST

Disbursement No.: _____

Date: _____

Disbursement Amount: \$ _____

MEYER NAJEM CONSTRUCTION, LLC (the “Offeror”), pursuant to that certain Fishers White River Park Project Scoping Agreement, dated January ____ 2023, between the Offeror and the City of Fishers, Indiana (the “City”), hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with, where applicable, the attached AIA Document G702 and AIA Document G703 and the attached invoices, lien releases and other documentation provided in support of this Disbursement Request.

This Disbursement Request shall also constitute representations to the City that, to the best of the Offeror’s knowledge, information, and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Agreement, subject to: (A) results of subsequent tests and inspections; and (B) specific reasonable qualifications set forth in the certification. The issuance of an application for payment also shall constitute a representation that the recap of the expenses summarized in Schedule I attached hereto accurately reflects such expenses and that the entities associated with such expenses are entitled to payment in the amount certified, or that the Offeror has already paid such entities and is entitled to reimbursement in the amount certified.

By:

Printed:

Title:

Schedule I

[Narrative summary of expenses included in Disbursement Request]

Vendor

Amount

EXHIBIT B

SITE

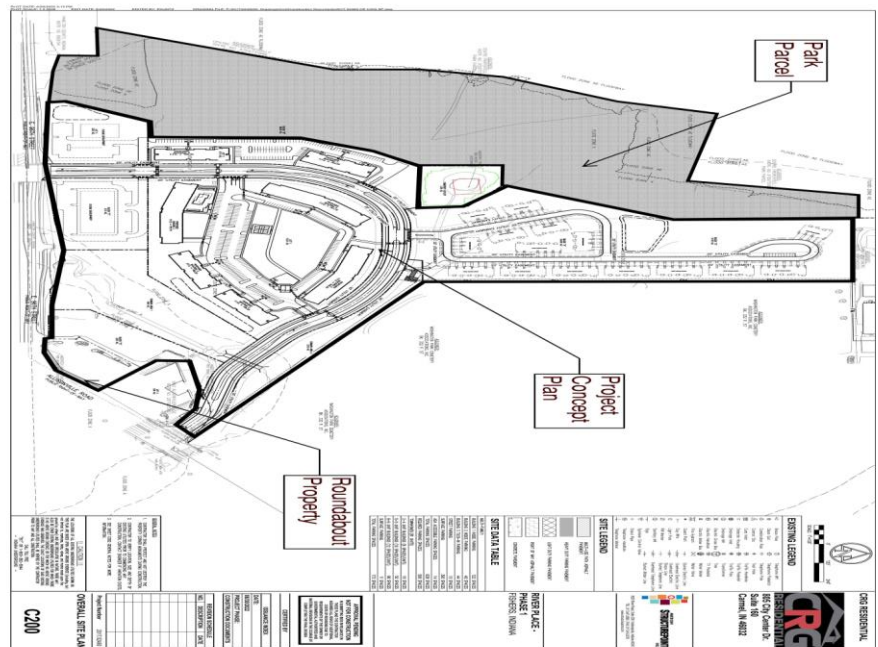


EXHIBIT C
INSURANCE

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and Offeror shall provide the City with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City of Fishers as an Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City of Fishers per the follows: (i) \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit); (ii) \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and (iii) \$1,000,000.00 Personal Injury Liability to include coverage for employee-related claims.
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City of Fishers as an additional insured.
5.	Umbrella Liability: \$5,000,000.00.
6.	Professional Liability: If the Contract is the subject of any professional services or design work, Offeror will use commercially reasonable efforts to cause the party rendering those services to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed for a minimum limit of \$2,000,000.00.



Board Action Form

MEETING DATE	January 26, 2023			
TITLE	Resolution Approving Fishers White River Project Scoping Agreement			
SUBMITTED BY	Name & Title: Jacob Reardon McSoley, Director of Recreation & Wellmess 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
	Ordinance #:		Resolution #: R012623K	
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 – Name of Reviewer: Jennifer C. Messer		
BACKGROUND (Includes description, background, and justification)	On or about September 20, 2022, the City issued its Request For Proposals And Qualifications To Complete The Fishers White River Park Project Through A Public-Private Partnership Agreement (the "RFPQ"). Pursuant to the RFPQ, the City sought Offerors to (a) master plan the City's newest park and green space consisting of over one hundred (100) acres of natural terrain located adjacent to the White River, and (b) design, construct and operate the Phase 1 Project, all pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 et seq. Meyer Najem ("MN") submitted its October 14, 2022 response to the RFPQ ("Offeror's Response"), and after satisfying the procedural steps included in Ind. Code § 5-23 et seq. (the "Act"), the City determined that MN is reasonably susceptible of being selected for a Build Operate and Transfer Agreement. Accordingly, the City and MN desire to enter into the subject Scoping concerning Offeror (a) creating a master plan, and (b) completing Plan Refinement for the Phase 1 Project.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$5,000,000.00 (except that if additional money is received by the City for the project, the project scope and budget may increase)	
	Expenditure \$:	\$5,000,000.00 unless additional money is received by the City for the project.	
	Source of Funds:	Parks Budget, READI grant	
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include Deny Approval Option)	1.	Approve the Agreement	
	2.	Reject the Agreement	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the Amended Agreement.		
SUPPLEMENTAL INFORMATION (List all attached documents)			

RESOLUTION NO. R012623K

**RESOLUTION APPROVING FISHERS WHITE RIVER PARK
PROJECT SCOPING AGREEMENT**

WHEREAS, on or about September 20, 2022, the City issued its Request For Proposals And Qualifications To Complete The Fishers White River Park Project Through A Public-Private Partnership Agreement (the “RFPQ”);

WHEREAS, pursuant to the RFPQ, the City sought Offerors to (a) master plan the City’s newest park and green space consisting of over one hundred (100) acres of natural terrain located adjacent to the White River, and (b) design, construct and operate the Phase 1 Project, all pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”);

WHEREAS, in response to the RFPQ, Meyer Najem Construction, LLC (“Offeror”) submitted its October 14, 2022 response to the RFPQ (“Offeror’s Response”), and after satisfying the procedural steps included in Ind. Code § 5-23 *et seq.* (the “Act”), the City determined that Offeror is reasonably susceptible of being selected for a Build Operate and Transfer Agreement (“BOT Agreement”);

WHEREAS, accordingly, the City and Offeror desire to enter a scoping agreement concerning Offeror (a) creating a master plan, and (b) completing Plan Refinement for the Phase 1 Project that is substantially similar to the scoping agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”); and

WHEREAS, any capitalized term not specifically defined herein shall have the meaning ascribed to such term in the RFPQ.

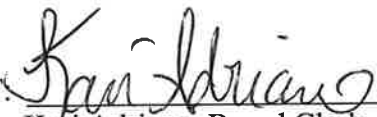
NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

- Section 1.** A scoping agreement substantially similar to the Agreement is hereby approved.
- Section 2.** The Mayor is authorized to execute an agreement substantially similar to 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 26 day of January, 2023.

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

		YAY	NAY	ABSTAIN
	Scott Fadness, Chairman			
	Jeff Lantz, Member			
	Jason Meyer, Member			

ATTEST: 
Kari Adriano, Board Clerk

DATE: 1/26/23

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

FISHERS WHITE RIVER PARK PROJECT SCOPING AGREEMENT

This Fishers White River Park Project Scoping Agreement (“Agreement”) is entered into as of the 26 day of January, 2023 (the “Effective Date”), by and between Meyer Najem Construction, LLC, an Indiana limited liability corporation (the “Offeror”), and the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City” and jointly with the Offeror, the “Parties” and each a “Party”) on the following terms and conditions:

-Recitals-

WHEREAS, on or about September 20, 2022, the City issued its Request For Proposals And Qualifications To Complete The Fishers White River Park Project Through A Public-Private Partnership Agreement (the “RFPQ”);

WHEREAS, pursuant to the RFPQ, the City sought Offerors to (a) master plan the City’s newest park and green space consisting of over one hundred (100) acres of natural terrain located adjacent to the White River, and (b) design, construct and operate the Phase 1 Project, all pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”);

WHEREAS, in response to the RFPQ, Offeror submitted its October 14, 2022 response to the RFPQ (“Offeror’s Response”), and after satisfying the procedural steps included in Ind. Code § 5-23 *et seq.* (the “Act”), the City determined that Offeror is reasonably susceptible of being selected for a Build Operate and Transfer Agreement (“BOT Agreement”);

WHEREAS, accordingly, the City and Offeror desire to enter into this Scoping concerning Offeror (a) creating a master plan, and (b) completing Plan Refinement for the Phase 1 Project; and

WHEREAS, any capitalized term not specifically defined herein shall have the meaning ascribed to such term in the RFPQ.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Offeror agree as follows:

- RECITALS.** The representations, covenants and recitations set forth in the foregoing recitals are material to Scoping Agreement and are hereby incorporated into and made a part of Scoping Agreement as though they were fully set forth in this Section 1.
- MUTUAL ASSISTANCE.** The Parties agree, subject to further proceedings required by the Laws (as defined herein), to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from

time to time, to carry out the terms, provisions and intent of Scoping Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

3. **SCOPING SERVICES.** In consideration and as a material inducement for City's consideration of Offeror for a BOT Agreement and the additional consideration described herein, Offeror shall deliver, complete or cause to be completed all services, work and components thereof described in Section 5 of this Scoping Agreement to the City's commercially reasonable satisfaction, including, without limitation, completing the Master Plan and completing the Plan Refinement Process for the Phase 1 Project (collectively, the "Scoping Services").

4. **DEFINITIONS.**

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.

Concept Plan shall mean the initial plan for the Phase 1 Project.

Construction Drawings shall mean one hundred percent (100%) complete construction drawings with respect to the construction of the Phase 1 Project.

Construction Schedule shall mean the portion of the project plans comprised of the construction schedule, which Construction Schedule shall reflect Substantial Completion no later than a date mutually determined by Offeror and City.

Cure Period shall mean a period of: (a) ten (10) days after written notice of such default in the case of any monetary default; and (b) thirty (30) days after a Party failing to perform or observe any other term or condition of Scoping Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of the default.

Design Development Documents shall mean detailed design development documents for the Phase 1 Project, which documents are consistent with the Schematic Design Drawings.

Disbursement Request shall mean a written request and certification for payment submitted by the Offeror to the City in the form attached hereto as **Exhibit A**, which request and certification for payment shall: (A) be prepared by the Offeror; (B) be accompanied by: (i) a properly completed AIA Document G702 (Application and Certificate for Payment) (or such other application and certificate that is substantially similar in all respects to AIA Document G702) certified by the Offeror; and (ii) the associated properly completed AIA Document G703 (Continuation Sheet) (or such other application and certificate that is substantially similar in all

respects to AIA Document G703), with the description of the work therein; (C) include a detailed summary of the costs included in such Disbursement Request, and (D) include all related invoices, lien releases, and/or other information reasonably necessary to establish the accuracy of the information set forth in the request and certification.

Laws shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance.

Master Plan shall mean the written master plan for White River Park Project that is (a) developed by the Offeror in conjunction with the City, (b) details and provides for the comprehensive development of the Site for the White River Park Project; and (c) finalized within the Maximum Scoping Budget.

Maximum Budget shall mean Five Million and no/100 Dollars (\$5,000,000.00), unless otherwise increased by the City in its sole discretion, which amount includes the Maximum Scoping Budget.

Maximum Scoping Budget shall mean Eight Hundred Thousand and no/100 (\$800,000.00), unless otherwise increased by the City in its sole discretion.

Phase 1 Project shall mean the first phase of the White River Park Project, which Phase 1 shall be (a) designed pursuant to the Master Plan; (b) developed pursuant to the Plan Refinement Process described in Section 5(b); and (c) designed, developed and constructed within the Maximum Budget.

Plan Refinement Process shall mean the process outlined and described in Section 5(b) hereof.

Property Inspections shall mean surveys, borings, tests, inspections, examinations, studies, and investigations, including, without limitation, environmental assessments and geotechnical reviews and assessments. Upon the City controlling the Site (or an alternative location), the City shall provide a temporary right of entry for the Site or alternative location, as applicable, to allow Offeror to complete such Property Inspections.

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for construction, occupancy, and use of the Phase 1 Project. The costs and fees of Required Permits that are issued by the City shall be waived.

Schematic Design Drawings shall mean the schematic design drawings for the Phase 1 Project that are consistent with the Site Plan and the Laws.

Site shall mean approximately one hundred twenty-two (122) acres of real property generally located at 0 E. 96th Street, Fishers, Indiana, identified by property identification no. 15-14-09-00-006.002, depicted on **Exhibit B**.

Site Plan shall mean a site plan for the Phase 1 Project that is consistent with the Concept Plan and the Laws.

Site Plan Elements shall mean recreational features that are included within the Master Plan for the White River Park Project.

White River Park Project shall mean the comprehensive design for multiple phases (as determined by the City and Offeror) for a park on the Site.

5. MASTER PLAN & PLAN REFINEMENT. This Master Plan & Plan Refinement Process shall govern the development of the Master Plan and plan refinement for the Phase 1 Project.

a. **Meetings & Master Plan.** Offeror shall meet with the City, as needed and as requested by the City, concerning the City's desired outcome for the written Master Plan, including without limitation, the City's desire for stakeholder outreach concerning and input into the Master Plan. As the Master Plan evolves, the City and Offeror shall continue to meet and discuss the Site Plan Elements that should be included in different phases of the Fishers White River Park (each a "Phase" and collectively, the "Phases") and the sequencing of such Phases. The City anticipates that the winning offeror will continue to work with the City throughout the master planning process until the winning offeror is prepared to write and deliver the Master Plan by or before September 1, 2023.

b. **Plan Refinement Process.** After determining the Site Plan Elements to be included in the Phase 1 Plan, the Offeror shall submit for review and approval the following documents for the Phase 1 Project, which documents shall be submitted to the City in the order listed below, with respect to the Phase 1 Project:

- i. Concept Plan
- ii. Site Plan;
- iii. Schematic Design Drawings;
- iv. Design Development Documents
- v. Construction Drawings; and
- vi. Construction Schedule and Budget.

c. **Approval of Submitted Document.** Promptly after the City receives each of the Concept Plan, Site Plan, the Schematic Design Drawings, Design Development Documents and Construction Drawings (each, a "Submitted Document"), the City shall deliver to Offeror written

notice that it approves or rejects the Submitted Document; provided that, if the City rejects all or any part of a Submitted Document, then such notice shall: (A) specify the part or parts that City is rejecting; and (B) include the specific basis (which may be any reason, in the City's sole discretion) for such rejection. Upon the City's approval of a Submitted Document, such document shall be deemed final. Each Submitted Document shall be generally consistent with the immediately preceding Submitted Document approved by the City. For example, and without limitation, the Design Development Documents shall comply with the Laws and shall be generally consistent with the Schematic Design Drawings.

d. **Resubmitted Documents.** If, at any stage of the Plan Refinement Process, the City, rather than approving any Submitted Document, instead notifies Offeror that it rejects a Submitted Document then, within twenty-one (21) days after the Offeror receives written notice from the City that it has rejected the Submitted Document (each, a "Rejected Document"), Offeror shall promptly: (i) revise the Rejected Document; and (ii) resubmit the foregoing to the City. The City shall follow the review procedure described in foregoing subsection (e), and Offeror shall revise and resubmit any Rejected Submitted Document in accordance with the preceding sentence until such Rejected Document is approved. Upon approval of any Resubmitted Document, the Resubmitted Document shall become final and part of the Final Documents. Notwithstanding the involvement of the City in the Plan Refinement Process, Offeror shall be fully responsible for properly completing each of the documents included in the Plan Refinement Process and ensuring that Resubmitted Documents approved by the City in writing are implemented in the Final Documents; the failure of which shall be an Event of Default hereunder by the Offeror.

e. **Permits.** Offeror acknowledges that the Plan Refinement Process is in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws, and it shall not be deemed a warranty or representation of any kind by the City Bodies that Submitted Documents or Resubmitted Documents comply with, or are approved under, applicable Laws. Prior to commencing construction, Offeror shall obtain Required Permits for the Phase 1 Project that are available prior to commencement and shall obtain the remainder of the Required Permits upon availability. The City shall use reasonable efforts to assist Offeror in its efforts to obtain the Required Permits. Offeror acknowledges that the City Bodies cannot (and do not) guarantee that it will be able to obtain the Required Permits.

f. **Construction Drawings, Construction Schedule and Budget.** Notwithstanding the foregoing or anything included herein to the contrary, the City may, in its sole discretion, determine that sufficient information is available, prior to completing Construction Drawings, Construction Schedule and the Budget, to submit the Phase 1 Project for bids. In which instance, the City and Offeror may progress to a potential BOT Agreement; provided, however, the Construction Drawings, Construction Schedule and Budget shall then be completed. Notwithstanding the timing of completion of the Construction Drawings, Construction Schedule and Budget, in no instance, shall the City be responsible for payment in excess of the Maximum

Scoping Budget for design work and Scoping Services, all of which shall be completed for an amount not greater than the Maximum Scoping Budget.

6. **PROPERTY INSPECTIONS.** During the Plan Refinement Process or as otherwise determined by Offeror based on its industry expertise, Offeror shall cause to be completed all Property Inspections necessary to complete the Phase 1 Project, including, without limitation, all studies and investigations necessary to obtain the Required Permits. For the avoidance of doubt, Property Inspections are the sole responsibility of Offeror, and all necessary Property Inspections shall be completed to determine the suitability of the Site for the Phase 1 Project.

7. **CONSIDERATION & COSTS.** The Parties expressly acknowledge and agree that Offeror shall complete the Master Plan within the Master Plan Budget and the Scoping Services within the Maximum Budget. City shall compensate Offeror for Scoping Services in response to properly submitted Disbursement Request(s) submitted, beginning on or after February 28, 2023, for work performed during the preceding thirty (30) days. Upon receipt of a properly submitted Disbursement Request, the City shall, within thirty (30) business days, disburse a corresponding amount of the proceeds to Offeror for work completed prior to any Event of Default, which may include costs previously paid by the Offeror and identified in the Disbursement Request; provided however, if an Event of Default exists, the City shall have no obligation to disburse proceeds to the Offeror in response to an otherwise valid Disbursement Request, until such Event of Default has been cured, for work completed after any Default. Moreover, if City terminates Scoping Agreement, the City shall have no obligation to disburse proceeds for work performed after such termination.

8. **INTELLECTUAL PROPERTY.** Notwithstanding whether Offeror is recommended for a BOT Agreement, upon payment by the City pursuant to Section 7, all materials, work product, deliverables and intellectual property and portions and components thereof created pursuant to this Scoping Agreement (collectively, the “Work Product”) shall become the unrestricted, exclusive property of the City. In the event Scoping Agreement is terminated, or Offeror is not awarded a BOT Agreement, and the City uses, modifies or provides to any third party any Work Product, the City releases the Offeror and any subcontractors of the Offeror from all Claims arising in connection therewith.

9. **OVERSIGHT AND MANAGEMENT.** For purposes of delivering the Scoping Services, Offeror shall serve as the Phase 1 Project manager and oversee, direct and coordinate the work of all individuals and entities providing the Scoping Services, including, without limitation, causing the completion of all necessary Inspections and obtaining the Required Permits.

10. **CHANGES IN SCOPE.** The City may, without invalidating Scoping Agreement, request in writing changes in the scope of the Scoping Services consisting of additions, deletions or other revisions. In such event, the Offeror shall provide to City suggested methods and adjustments to the Budget and Construction Schedule on the basis of reasonable expenditures and savings of those performing the work attributable to the changes (whether concerning the

Budget or Construction Schedule, the “Proposed Change(s)”). The City shall review any Proposed Change and determine whether to accept it. If any such Proposed Change is accepted, the Proposed Change shall be automatically incorporated into and become a part of the documents deemed final for the stage of the preconstruction services to which the Proposed Change applies.

11. RECOMMENDATION FOR BOT. Upon Offeror completing the Scoping Services, City shall determine whether to recommend the Offeror for a BOT Agreement; provided, however, City and Offeror acknowledge and agree that the City may make such determination at an earlier time to the extent authorized by Indiana § 5-23 *et. seq.*

12. CITY FEES. City shall waive all City Fees related to or arising out of the Phase 1 Project. For purposes of Scoping Agreement, “City Fees” shall mean applicable local fees assessed by the City and associated with the Phase 1 Project, including but not limited to impact fees, improvement location fees, building permit fees, sign permit fees, sewer and stormwater fees, variance requests and inspection fees.

13. CITY’S RESERVED RIGHTS. Without penalty or giving rise to any Claim, City reserves, at all times, the right, upon written notice to Offeror, to (1) terminate this Scoping Agreement, (2) terminate, suspend, or elect not to proceed in negotiations with Offeror and/or (3) issue a subsequent RFPQ for the Phase 1 Project. Upon receipt of written notice from the City of such termination, Offeror shall (a) cease operations as directed by the City, (b) take actions necessary, or that the City may direct, for the protection and preservation of the Work Product, and (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. Any suspension of Scoping Agreement or the Offeror’s services hereunder or failure to respond to any submitted documents lasting more than sixty (60) days shall, at Offeror’s election, be deemed a termination by the City and the Offeror shall be entitled to its costs as provided herein.

If the City exercises its right to terminate Scoping Agreement, the City shall reimburse Offeror for an amount equal to one hundred percent (100%) of all costs actually incurred by Offeror to complete the Scoping Services performed prior the City’s written notice of termination and satisfactory to the City, in its commercially reasonable discretion.

14. DEFAULT. It shall be an “Event of Default” if either party fails to perform or observe any material term or condition of Scoping Agreement to be performed or observed by it, if such default or failure is not cured within ten (10) day after written notice of such default; provided that, if such Event of Default is of such a nature that it cannot be remedied within ten (10) days, despite reasonably diligent efforts, then the ten (10-) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (A) commences to cure the default within the ten (10) day period; and (B) diligently

pursues such cure to completion (the “Cure Period”). In no event shall a Cure Period extend more than thirty (30) days after the date of the Event of Default.

A. General Remedies. Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under Scoping Agreement; (ii) protect the rights granted to the non-defaulting party under Scoping Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of Scoping Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of Scoping Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, Scoping Agreement, then the defaulting party shall reimburse the non-defaulting party for all such reasonable costs and expenses.

B. No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under Scoping Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by Scoping Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such party.

C. Injunctive Remedies. If an Event of Default occurs, the non-defaulting party shall be entitled to seek specific performance or injunctive relief and, in each instance, the defaulting party hereby waives any claim or defense that the non-defaulting party has an adequate remedy at law.

D. No Limitation. Notwithstanding anything to the contrary set forth herein, the rights and remedies set forth in this Section 12 are not exclusive and shall be cumulative and in addition to every other right or remedy given under Scoping Agreement or now or hereafter existing at law or in equity.

15. INSURANCE. Offeror shall procure and maintain throughout completion of the Scoping Services, the policies of insurance described on Exhibit C. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by Offeror shall name City as an

additional insured. Offeror shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies within five (5) days of the Effective Date.

16. GENERAL TERMS.

A. E-Verify. All terms defined in Ind. Code § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to Ind. Code § 22-5-1.7 *et seq.*, Offeror 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, Offeror shall execute an affidavit 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, Offeror shall provide City with documentation that it has enrolled and is participating in the E-Verify program. Scoping Agreement shall not take effect until said affidavit is signed by Offeror and delivered to City's authorized representative.

B. Assignment. The rights and obligations contained in Scoping Agreement may not be assigned by Offeror without the express prior written consent of City, which consent may be withheld in the City's sole discretion.

C. Authority. Each undersigned person executing Scoping Agreement on behalf of City and Offeror represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of City and Offeror, respectively, to execute and deliver Scoping Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out Scoping Agreement; and (c) the execution, delivery, and performance of Scoping Agreement have been duly authorized by City and Offeror, respectively; provided, however, City's ability to perform under Scoping Agreement is subject to completion of certain procedures required by Laws which City agrees to undertake with diligence and in good faith.

D. Force Majeure. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, Scoping Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party as soon as practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes hereof, "Force Majeure" means an event or circumstance beyond the reasonable control of the claiming party, and not substantially caused by the other party, and includes, but is not limited to, acts of God (including hurricane or tropical storm), war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, facility malfunctions caused by circumstances beyond the reasonable control of the claiming party and not resulting from improper maintenance, pandemics, epidemics, or any other event beyond the reasonable control of the claiming party that prevents the completion, commencement of

operations, or operation of the Offeror's services hereunder. Inability to pay money when due, for whatever reason, or financial insolvency or incapacity to perform, are expressly excluded from Force Majeure.

E. Merger. All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

F. Debarment. Offeror hereby certifies that neither it nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation by any Federal department or agency.

G. Non-Discrimination, WEBs & MEB Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Offeror has employees, Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Offeror has employees, Offeror will state, in all solicitations or advertisements for employees placed by or on behalf of Offeror, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Moreover, Offeror hereby certifies that it has taken affirmative steps to include contractors and subcontractors that are qualified small and minority businesses and women-owned enterprises.

H. Miscellaneous. Subject to Section 16(b), this Scoping Agreement shall inure to the benefit of, and be binding upon, City and Offeror, and their respective successors and assigns. Scoping Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. Scoping Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with Scoping 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. Offeror waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Offeror may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. Scoping Agreement may be modified only by a written agreement signed by City and Offeror. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of Scoping Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Time is of the essence in Scoping Agreement. If any provision of Scoping 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 Scoping 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 Scoping 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 Scoping Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of Scoping Agreement or the scope or content of any of its provisions. Nothing contained in Scoping Agreement shall be construed to create a partnership or joint venture between City and Offeror 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 Phase 1 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. In the event of an inconsistency or conflict between the provisions of the RFPQ and the remaining provisions of Scoping Agreement, the remaining provisions of Scoping Agreement shall control.

G. Exhibits. The following exhibits are attached hereto and incorporated herein as if fully set forth in Scoping Agreement:

Exhibit A: Disbursement Request
Exhibit B: Site
Exhibit C: Insurance

[signatures on following pages]

IN WITNESS WHEREOF, City and Offeror have executed this Scoping Agreement as of the day and year first written above.

“CITY”

CITY OF FISHERS, INDIANA

By: 

Scott Fadness, Mayor

“Offeror”

MEYER NAJEM CONSTRUCTION, LLC

By: 

Digital Signer: Tim Russell, President
DN: cn=US, o=Pratt & Whitney, email=tim.russell@prattwhitney.com
CN=Tim Russell, c=US, o=PW, email=tim.russell@prattwhitney.com
DN: cn=US, o=Pratt & Whitney, email=tim.russell@prattwhitney.com
Date: 2020.01.01 13:42:46-0800

EXHIBIT A
DISBURSEMENT REQUEST

Disbursement No.: _____

Date: _____

Disbursement Amount: \$ _____

MEYER NAJEM CONSTRUCTION, LLC (the “Offeror”), pursuant to that certain Fishers White River Park Project Scoping Agreement, dated January ____ 2023, between the Offeror and the City of Fishers, Indiana (the “City”), hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with, where applicable, the attached AIA Document G702 and AIA Document G703 and the attached invoices, lien releases and other documentation provided in support of this Disbursement Request.

This Disbursement Request shall also constitute representations to the City that, to the best of the Offeror’s knowledge, information, and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Agreement, subject to: (A) results of subsequent tests and inspections; and (B) specific reasonable qualifications set forth in the certification. The issuance of an application for payment also shall constitute a representation that the recap of the expenses summarized in Schedule I attached hereto accurately reflects such expenses and that the entities associated with such expenses are entitled to payment in the amount certified, or that the Offeror has already paid such entities and is entitled to reimbursement in the amount certified.

By:

Printed:

Title:

Schedule I

[Narrative summary of expenses included in Disbursement Request]

Vendor

Amount

EXHIBIT B SITE

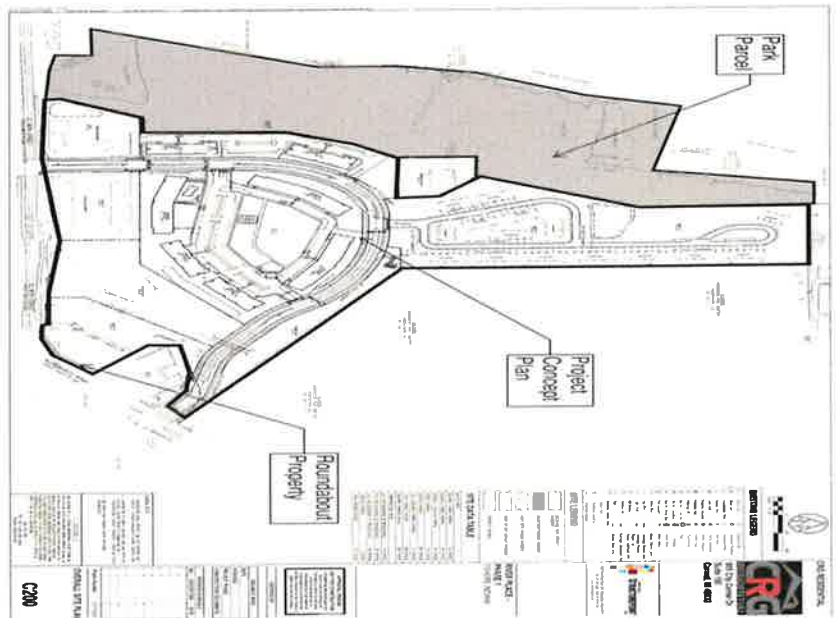


EXHIBIT C
INSURANCE

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and Offeror shall provide the City with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City of Fishers as an Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City of Fishers per the follows: (i) \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit); (ii) \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and (iii) \$1,000,000.00 Personal Injury Liability to include coverage for employee-related claims.
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City of Fishers as an additional insured.
5.	Umbrella Liability: \$5,000,000.00.
6.	Professional Liability: If the Contract is the subject of any professional services or design work, Offeror will use commercially reasonable efforts to cause the party rendering those services to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed for a minimum limit of \$2,000,000.00.