



Redevelopment Commission

166 Lincolnway
Valparaiso, IN 46383
219-462-1161
[Valpo.us](http://valpo.us)

President

*Rob Thorgren
Thorgren Tool &
Molding*

Vice President

*Barbara Domer
City Council
Member*

Secretary

*Bill Durnell
GATX Corp.*

Members

*Trish Sarkisian
1st Source Bank*

*Robert Cotton
City Council
Member*

Auxiliary Member

*John Nuppnau
Nuppnau Lawn &
Snow*

*Spencer Skinner
Baker Tilly*

Advisory Member

*Frank Dessuit
Representing
Schools*

Legal Counsel

Patrick Lyp

Director of Development

George Douglas

RDC MEETING AGENDA: Thursday, September 12, 2024

4:00 p.m. Executive Session: The Valparaiso Redevelopment Commission will meet in Executive Session at 4:00 p.m. The Executive Session will convene at **City Hall, 166 W. Lincolnway, Valparaiso, IN 46383**, pursuant to 5-14-1.5-6.1(b)(2)(B) discussing strategy with respect to the purchase or lease of real property.

4:10 p.m. (Immediately following Executive Session, whichever occurs later)

NOTICE: The Redevelopment Commission will meet on Thursday, August 8th. This meeting will be held by the Valparaiso Redevelopment Commission at Valparaiso City Hall, 166 W. Lincolnway, Valparaiso, Indiana on **September 12, 2024 at 4:10 pm** and is open to the public. In addition, the meeting will be livestreamed, and a recording of this meeting will be posted on the City's website <http://www.ci.valparaiso.in.us>. The Agenda Packet can be viewed on the City's website <https://ci.valparaiso.in.us/1784/Meeting-Agenda-Packets>.

1. Approval of Meeting Minutes – Roll Call
 - a. September 12, 2024 Executive Session Minutes (Bill Durnell)
 - b. August 8, 2024 Meeting Minutes (Bill Durnell)
2. Approval of Claims Register and Financial Report (George Douglas)
3. Authorization to Utilize Dark Valponet fiber for City Use (Paul Pryor)
4. West Street Corridor Study (Max Rehlander)
5. South Campbell St Extension – Request for Funds for PE Services (Max Rehlander)
6. Other Business
7. Public Comment
8. Adjournment

Public Comment

The public comment session is provided as an opportunity for residents to address the Redevelopment Commission members about matters pertaining to the City. Participation is encouraged; however, to respect others who wish to speak, public comment is not intended to be a public conversation. Before speaking, a person must provide their name and address. Exceptions may be considered if requested by emailing Debra Melcic (dmelcic@valpo.us) prior to the commencement of the meeting. A speaker will be given a reasonable amount of time (as determined by the President) to make a comment and/or express an opinion. No person will be recognized more than once per meeting. The Redevelopment Commission members, and City staff are available after the meeting for questions and more extended discussions.

Future Meetings: (Dates subject to change) 4:00 P.M.

- October 10, 2024
- November 14, 2024

**Valparaiso Redevelopment Commission
Memoranda of Minutes**

The Valparaiso Redevelopment Commission met in executive session on **September 12, 2024** to discuss the following (check all that apply):

☒ I.C. 5-14-1.5-6.1(b)(2)(B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing. As used in this clause, "litigation" includes any judicial action or administrative law proceeding under federal or state law.

☒ I.C. 5-14-1.5-6.1(b)(2)(D) For discussion of strategies with respect to a real property transaction including:

- i. A purchase;
- ii. A lease as lessor;
- iii. A lease as lessee;
- iv. A transfer;
- v. An exchange; or
- vi. A sale.

By the governing body up to the time a contract or option is executed by the parties. This clause does not affect a political subdivision's duty to comply with any other statute that governs the conduct of the real property transaction, including IC 36-1-10 or IC 36-1-11.

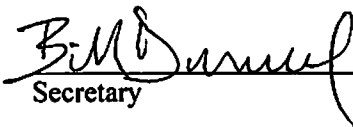
☐ I.C. 5-14-1.5-6.1(b)(9) To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.

☐ Other, _____

No other subject matter was discussed in the executive session other than the subject matter specified in the public notice. IC 5-14-1.5-6.1(d).



President


Secretary

VALPARAISO REDEVELOPMENT COMMISSION
Regular Meeting Minutes
August 8, 2024

The regular meeting of the Valparaiso Redevelopment Commission was called to order at 4:39 p.m. on Thursday, August 8, 2024. President Rob Thorgren presided.

Members present were: Rob Thorgren, Trish Sarkisian, Barbara Domer, Bill Durnell, Robert Cotton, and Frank Dessuit. Also present were Director of Development George Douglas, City Attorney Patrick Lyp, Community Engagement Director Maggie Clifton and Engineering Director Max Rehlander, and members of the public.

ITEM #1- MINUTES: (2:07)

Mr. Durnell reported copies of the July 11, 2024, regular meeting minutes were distributed to members for their review prior to the meeting. After reviewing the minutes, all seemed in order. Mr. Durnell recommended their approval.

Motion: Mr. Durnell reviewed the meeting minutes and moved to approve the July 11, 2024, meeting minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

Motion: Mr. Durnell moved to approve the August 8, 2024 Executive meeting Minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

ITEM #2 CLAIMS REGISTER AND FINANCIAL REPORT: (2:42)

Mr. Douglas reported that the Commission was sent the August 2024 Claims Registers and July Financial Report prior to the meeting.

Several Commission members asked questions relating to claim items, which were addressed by staff.

Motion: Ms. Sarkisian motioned to approve the August Register and July Financial Report. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

ITEM #3 NEIGHBORHOOD GRANT GUIDELINES 2025: (15:02)

Mr. Clifton stated that historically, the Neighborhood Grant applications have been due in March and will continue to be due in March for 2025. Ms. Clifton will reach out to and meet with communities from August to March to discuss the guidelines and the program with the residents and communities. To date, 120 grants in more than 43 neighborhoods have been funded. The Redevelopment Commission has invested over a million dollars in neighborhood grants.

In 2025, the grant amount will increase to a \$20,000 grant maximum, which was \$15,000.00 in previous years. Ms. Clifton stated the guidelines will be approved and announced next week with an information session. The fall neighborhood workshop will focus on the program and creative ideas for the program.

Several Commission members asked questions relating to program and funding, which were addressed by Ms. Clifton.

ITEM #4 MEMORIAL DRIVE CONTRACT: (43:12)

Mr. Rehlander stated the Memorial Parkway improvements project includes design services north from Vale Park Road, up to St. Mary's Dr. The added scope included DNR permitting as well as right of way acquisition, platting and surveying elements. The amendment will cost an additional \$37,500.

Staff reviewed the amendment provided by Abonmarche and recommend approval of Contract Amendment No. 1 in the amount of \$37,500 for a new contract total of \$316,000.

Several Commission members asked questions relating to the project and original contract, which were addressed by staff.

Motion: Mr. Cotton motioned to approve amendment to the Memorial Drive contract. Mr. Durnell seconded. The motion passed with 4 -1 with Ms. Domer opposed.

ITEM #5 OTHER BUSINESS: (53:05)

Mr. Rehlander stated due to the rain on Monday, there was an overflow from the combined sewer system in relation to Gariup doing work in the area for the Streetscape project. Several sections of the pipe were plugged and the bypass pumping plan that was in place failed. One pump failed and the other did not turn on. The true scope is still being evaluated and Gariup is working to have the manhole put into place to avoid a similar situation in the future.

Several Commission members asked about the overflow, how many businesses were affected and who is responsible for the damage, which were addressed by staff.

Mr. Rehlander stated the West Street Corridor Study was requested and received from MKSK and the contract amount was higher than expected. Mr. Rehlander contacted the other two firms that submitted proposals, and their fees were also higher than expected. The proposals were in the \$150,000 to \$200,000 range. City staff will meet and consider a reduction of the scope and what that new scope will look like.

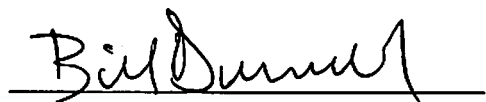
Several Commission members asked questions about the design, scope of work and cost, which were addressed by staff.

ITEM #6 PUBLIC COMMENT: (63:00)

None.

ITEM #7 ADJOURNMENT: (63:07)

Staff said they had no further items for the Commission's consideration. Mr. Durnell motioned to adjourn the meeting with Mr. Cotton seconding. A voice vote was unanimously carried. Meeting adjourned at 5:40 p.m.

A handwritten signature in black ink, appearing to read "Bill Durnell", is written over a horizontal line.

Bill Durnell, Secretary

Accounts Payable Register
 APV Register Batch - SEPT 12, 2024 RDC BOARD MTG 7249-7285
 All History
 Grouped By Fund Number, Appropriation, APV Number
 Ordered By Appropriation, APV Number

Date: 09/06/2024 02:57:27 PM
 APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
**Fund Number 4445 RDC CONSOLIDATED AREA (TIF)									
**Appropriation 4445020304.000 RDC - OPERATIONS									
**APV Number 7257									
09/06/2024	7257	BARNES AND THORNBURG, LLP		4445020304.000	RDC - OPERATIONS	LOBBYING, AUG	3000.00	8460 09/12/2024	
09/06/2024	7257	BARNES AND THORNBURG, LLP		4445020304.000	RDC - OPERATIONS	ENCROACHMENT AGREEMENT	1575.00	8460 09/12/2024	
SubTotal APV Number 7257							4575.00		
**APV Number 7258									
09/06/2024	7258	CENDER & COMPANY LLC		4445020304.000	RDC - OPERATIONS	PROFESSIONAL SVCS 7/1-7/31	745.00	8456 09/12/2024	
SubTotal APV Number 7258							745.00		
SubTotal Appropriation 4445020304.000							5320.00		
**Appropriation 4445020307.000 RDC - BOND OBLIGATIONS									
**APV Number 7259									
09/06/2024	7259	US BANK		4445020307.000	RDC - BOND OBLIGATIONS	ADMIN FEES 7/1/24-6/30/25	2400.00	8466 09/12/2024	
SubTotal APV Number 7259							2400.00		
SubTotal Appropriation 4445020307.000							2400.00		
**Appropriation 4445020312.000 RDC - VALPONET									
**APV Number 7253									
09/06/2024	7253	GGNET, INC		4445020312.000	RDC - VALPONET	MONITORING FIBER STRANDS VALPONET, SEPT	250.00	8471 09/12/2024	
SubTotal APV Number 7253							250.00		
**APV Number 7255									
09/06/2024	7255	COM-CONTROL INC		4445020312.000	RDC - VALPONET	CONSULTING	125.00	8469 09/12/2024	
SubTotal APV Number 7255							125.00		
**APV Number 7256									
09/06/2024	7256	N I P S C O		4445020312.000	RDC - VALPONET	10 NAPOLEON 7/18-8/16	67.74	8463 09/12/2024	

Accounts Payable Register

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APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal APV Number 7256							67.74			
**APV Number 7260										
09/06/2024	7260	COM-CONTROL INC		4445020312.000	RDC - VALPONET	CONSULTING	250.00	8469	09/12/2024	
SubTotal APV Number 7260							250.00			
**APV Number 7261										
09/06/2024	7261	MIDWESTERN ELECTRIC INC		4445020312.000	RDC - VALPONET	FIBER NETWORK MAINT, JULY	200.00	8462	09/12/2024	
SubTotal APV Number 7261							200.00			
**APV Number 7262										
09/06/2024	7262	NITCO		4445020312.000	RDC - VALPONET	INTERNET 9/1-9/30	89.95	8464	09/12/2024	
SubTotal APV Number 7262							89.95			
SubTotal Appropriation 4445020312.000							982.69			
**Appropriation 4445020315.000 RDC - INDUSTRIAL INFRASTRUCTURE										
**APV Number 7263										
09/06/2024	7263	TAFT STETTINIUS & HOLLISTER		4445020315.000	RDC - INDUSTRIAL INFRASTRUCTURE	PROFESSIONAL SVCS BROWNFIELD DEVELOPMENT 7/17-7/31	1743.00	8465	09/12/2024	
SubTotal APV Number 7263							1743.00			
SubTotal Appropriation 4445020315.000							1743.00			
**Appropriation 4445020321.000 RDC - ENVIRONMENTAL PROTECTION										
**APV Number 7264										
09/06/2024	7264	AUGUST MACK ENVIRONMENTAL, INC		4445020321.000	RDC - ENVIRONMENTAL PROTECTION	PROFESSIONAL SVCS 3/4/24-6/23/24	10826.50	8447	09/12/2024	
SubTotal APV Number 7264							10826.50			
SubTotal Appropriation 4445020321.000							10826.50			
**Appropriation 4445020322.000 RDC - BUS SERVICE EXPENSES										
**APV Number 7265										
09/06/2024	7265	K & D LAWN & LANDSCAPE GROUP, LLC		4445020322.000	RDC - BUS SERVICE EXPENSES	WEEKLY MOWING/TRIMMING OF TRANSIT LOTS	2325.00	8472	09/12/2024	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
09/06/2024	7271	MICHELE R. BURDEN		4445020323.000	RDC - GRANTS MATCH	RESIDENTIAL MOVE COST	2500.00	8449 09/12/2024	
SubTotal APV Number 7271							2500.00		
**APV Number 7282									
09/06/2024	7282	AMERICAN STRUCTUREPOINT, INC.		4445020323.000	RDC - GRANTS MATCH	LINCOLNWAY/CAMPBELL ROUNDAABOUT 7/1-7/31	461.21	8448 09/12/2024	
SubTotal APV Number 7282							461.21		
**APV Number 7283									
09/06/2024	7283	DLZ INDIANA, LLC		4445020323.000	RDC - GRANTS MATCH	TOD TRAIL 7/13-8/9	132.00	8457 09/12/2024	
SubTotal APV Number 7283							132.00		
**APV Number 7284									
09/06/2024	7284	RQAW CORPORATION		4445020323.000	RDC - GRANTS MATCH	SR 130 @ 400 N 7/1-7/31	143.00	8467 09/12/2024	
SubTotal APV Number 7284							143.00		
SubTotal Appropriation 4445020323.000							929934.22		
**Appropriation 4445020325.000 RDC - PARKS PROJECT									
**APV Number 7272									
09/06/2024	7272	ABONMARCHE CONSULTANTS, INC.		4445020325.000	RDC - PARKS PROJECT	MEMORIAL PKWY, VALE PARK RD TO BURLINGTON BEACH RD	51500.00	8470 09/12/2024	
SubTotal APV Number 7272							51500.00		
SubTotal Appropriation 4445020325.000							51500.00		
**Appropriation 4445020327.000 RDC - DOWNTOWN HOUSING/PARKING									
**APV Number 7250									
08/13/2024	7250	NITCO		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	PARKING GARAGE INTERNET & PHONE 8/1-8/31	194.77	8444 08/13/2024	
SubTotal APV Number 7250							194.77		
**APV Number 7251									
08/13/2024	7251	N I P S C O		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	16 INDIANA 6/28-7/30	139.36	8443 08/13/2024	
SubTotal APV Number 7251							139.36		

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
**APV Number 7254										
09/06/2024	7254	H & T ELECTRICAL SERVICES, LLC		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	PARKING STRUCTURE CONDUIT	15950.00	8459	09/12/2024	
SubTotal APV Number 7254							15950.00			
**APV Number 7273										
09/06/2024	7273	NITCO		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	TELEPHONE & INTERNET 9/1-9/30	148.06	8464	09/12/2024	
SubTotal APV Number 7273							148.06			
**APV Number 7275										
09/06/2024	7275	N I P S C O		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	16 INDIANA 7/30-8/29	136.88	8463	09/12/2024	
SubTotal APV Number 7275							136.88			
**APV Number 7285										
08/27/2024	7285	VALPARAISO CITY UTILITIES		4445020327.000	RDC - DOWNTOWN HOUSING/PARKING	16 INDIANA AVE 7/15-8/15	56.64	8473	09/06/2024	
SubTotal APV Number 7285							56.64			
SubTotal Appropriation 4445020327.000							16625.71			
SubTotal Fund Number 4445							1021657.12			
**Fund Number 4651 RDC GENERAL										
**Appropriation 4651020000.000 RDC GENERAL - UNAPPROPRIATED										
**APV Number 7249										
07/31/2024	7249	BMO HARRIS BANK		4651020000.000	RDC GENERAL - UNAPPROPRIATED	STOP PAYMENT	35.00	7249	07/31/2024	
SubTotal APV Number 7249							35.00			
SubTotal Appropriation 4651020000.000							35.00			
**Appropriation 4651020305.000 RDC GENERAL - INITIATIVES										
**APV Number 7276										
09/06/2024	7276	PEPPER CREEK PROPERTY OWNERS ASSOCIATION		4651020305.000	RDC GENERAL - INITIATIVES	2024 NEIGHBORHOOD GRANT	12750.00	8453	09/12/2024	
SubTotal APV Number 7276							12750.00			

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
**APV Number 7277									
09/06/2024	7277	MAURICE SANDIFER		4651020305.000	RDC GENERAL - INITIATIVES	2024 NEIGHBORHOOD GRANT	2088.98	8452 09/12/2024	
SubTotal APV Number 7277							2088.98		
**APV Number 7278									
09/06/2024	7278	REED'S NURSERY LLC		4651020305.000	RDC GENERAL - INITIATIVES	2024 NEIGHBORHOOD GRANT, BANTA	517.90	8461 09/12/2024	
09/06/2024	7278	REED'S NURSERY LLC		4651020305.000	RDC GENERAL - INITIATIVES	2024 NEIGHBORHOOD GRANT, BANTA	70.00	8461 09/12/2024	
SubTotal APV Number 7278							587.90		
SubTotal Appropriation 4651020305.000							15426.88		
**Appropriation 4651020320.000 RDC GENERAL - GREEN INITIATIVES/PUBLIC ART									
**APV Number 7279									
09/06/2024	7279	BOY-CONN PRINTERS, INC.		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	BIRDS OF PARADISE COLORING BOOKS	765.00	8446 09/12/2024	
SubTotal APV Number 7279							765.00		
**APV Number 7280									
09/06/2024	7280	DIGITAL GRAPHIC SOLUTIONS, LLC		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	UTILITY BOX REPAIR	196.00	8455 09/12/2024	
SubTotal APV Number 7280							196.00		
**APV Number 7281									
09/06/2024	7281	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	2225 FROBERG RD, PROF SVCS THRU 3/31	134.00	8458 09/12/2024	
09/06/2024	7281	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	LUDINGTON DRYWALL, PROF SVCS THRU 1/31	2215.00	8458 09/12/2024	
09/06/2024	7281	BURKE, COSTANZA & CARBERRY, LLP		4651020320.000	RDC GENERAL - GREEN INITIATIVES/PUBLIC ART	LUDINGTON DRYWALL, PROF SVCS THRU 3/31	3834.00	8458 09/12/2024	
SubTotal APV Number 7281							6183.00		
SubTotal Appropriation 4651020320.000							7144.00		
SubTotal Fund Number 4651							22605.88		

****Fund Number 4653 RDC GRANTS**

Accounts Payable Register

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**Appropriation 4653020009.000 RDC GRANT - LINCOLNWAY/CAMPBELL ROUNDY									
**APV Number 7282									
09/06/2024	7282	AMERICAN STRUCTUREPOINT, INC.		4653020009.000	RDC GRANT - LINCOLNWAY/CAMPBELL ROUNDY	LINCOLNWAY/CAMPBELL ROUNDABOUT 7/1-7/31	1844.82	8448 09/12/2024	
SubTotal APV Number 7282							1844.82		
SubTotal Appropriation 4653020009.000							1844.82		
**Appropriation 4653020010.000 RDC GRANT - TOD TRAIL TO DOWNTOWN									
**APV Number 7283									
09/06/2024	7283	DLZ INDIANA, LLC		4653020010.000	RDC GRANT - TOD TRAIL TO DOWNTOWN	TOD TRAIL 7/13-8/9	528.00	8457 09/12/2024	
SubTotal APV Number 7283							528.00		
SubTotal Appropriation 4653020010.000							528.00		
**Appropriation 4653020011.000 RDC GRANT - SR 130 @ 400 NORTH									
**APV Number 7284									
09/06/2024	7284	RQAW CORPORATION		4653020011.000	RDC GRANT - SR 130 @ 400 NORTH	SR 130 @ 400 N 7/1-7/31	572.00	8467 09/12/2024	
SubTotal APV Number 7284							572.00		
SubTotal Appropriation 4653020011.000							572.00		
SubTotal Fund Number 4653							2944.82		
*** GRAND TOTAL ***							1047207.82		

CITY OF VALPARAISO REDEVELOPMENT COMMISSION
AUGUST 2024

		Consolidated Valparaiso Allocation	General Fund	Bonds	Grants	Debt Reserve [RESTRICTED]	Total Monies Investments	RDC Funds YTD Inclusive of Trust Indiana As of 1/1/2024
FUND #		4445	4651	4652	4653	4654	4650	
Balances as of 8/1/2024		\$0.00	\$0.00	\$0.00	\$0.00	\$1,124,168.84	-\$6,500,000.00	\$12,513,252.35
Revenues:								
4445	Taxes (TIF Revenue)	\$0.00	\$0.00	\$0.00	\$0.00			\$5,148,054.95
4445	Investment Proceeds	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Interest Income	\$20,673.76	\$0.00	\$0.00	\$0.00			\$125,618.49
4445	Miscellaneous	\$4,000.00	\$0.00	\$0.00	\$0.00			\$5,611.75
4445	Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00			\$2,011,940.01
4445	Transfer In	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Interest Income	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Contributions/Donations	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Transfer	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00			\$7,500.00
4651	Tax Abatement	\$0.00	\$0.00	\$0.00	\$0.00			\$212,851.76
4651	Pilot Fees	\$0.00	\$0.00	\$0.00	\$0.00			\$32,044.50
4651	Vnet Fiber Lease Payments	\$0.00	\$1,310.00	\$0.00	\$0.00			\$63,749.00
4651	Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00			\$20.00
4652	Pratt Bond	\$0.00	\$0.00	\$98,107.08	\$0.00			\$783,778.74
4653	Grants (all reimbursed projects)	\$0.00	\$0.00	\$0.00	\$38,321.35			\$123,699.45
TOTAL CASH REVENUE		\$24,673.76	\$1,310.00	\$98,107.08	\$38,321.35	\$0.00	\$0.00	\$8,514,868.65
Expenditures:								
4445	Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Unappropriated	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Operations	\$5,072.50	\$0.00	\$0.00	\$0.00			\$85,475.72
4445	City Staff Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00			\$525,000.00
4445	Bond Obligations	\$2,900.00	\$0.00	\$0.00	\$0.00			\$2,609,222.43
4445	School Challenge Grants	\$0.00	\$0.00	\$0.00	\$0.00			\$458,249.73
4445	Utility Improvements	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Valponet	\$1,493.18	\$0.00	\$0.00	\$0.00			\$29,175.23
4445	Building Improvements/Facades	\$0.00	\$0.00	\$0.00	\$0.00			\$29,603.84
4445	Public Safety Equipment	\$0.00	\$0.00	\$0.00	\$0.00			\$450,000.00
4445	Industrial Infrastructure	\$0.00	\$0.00	\$0.00	\$0.00			\$18,882.00
4445	Environmental Protection	\$4,500.00	\$0.00	\$0.00	\$0.00			\$4,500.00
4445	Bus Service	\$17,696.00	\$0.00	\$0.00	\$0.00			\$394,373.83
4445	Grants Match	\$867,354.55	\$0.00	\$0.00	\$0.00			\$1,544,612.18
4445	Parks Projects	\$0.00	\$0.00	\$0.00	\$0.00			\$3,338.96
4445	Vale View	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4445	Downtown Housing/Parking	\$105,081.77	\$0.00	\$0.00	\$0.00			\$333,837.21
4651	Unappropriated	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
4651	Initiatives	\$0.00	\$113,209.52	\$0.00	\$0.00			\$141,729.54
4651	Green Initiatives	\$0.00	\$40,011.88	\$0.00	\$0.00			\$87,685.06
4652	Pratt Bond Payment	\$0.00	\$0.00	\$0.00	\$0.00			\$1,174,755.00
4653	Grants (all projects)	\$0.00	\$0.00	\$0.00	\$16,667.15			\$112,915.46
TOTAL EXPENDITURES		\$1,004,098.00	\$153,221.40	\$0.00	\$16,667.15	\$0.00	\$0.00	\$8,003,356.19
Fund Balances: 08/31/2024		-\$979,424.24	-\$151,911.40	\$98,107.08	\$21,654.20	\$1,124,168.84	-\$6,500,000.00	\$13,024,764.81
Overall fund balance total includes money invested: Trust Indiana \$6,500,000.00								
Overall fund balance excludes: Debt Reserve +\$1,124,168.84								

8/30/2024

MKSK

CO: Bob Thompson, Deputy Engineer
City of Valparaiso
166 Lincolnway, Valparaiso, IN 46383

RE: West Street Corridor Plan_Professional Services Agreement

Dear Bob,

Thank you for your continued interest in working with MKSK on efforts in Valparaiso. We have reviewed the revised RFP provided on August 20th and revised our scope and fee proposal to reflect these changes. For this effort, we have also revised our teaming to include Infrastructure Engineering Inc. (IEI) as a sub-consultant supporting our planning and design efforts. We acknowledge a desire to be efficient in our approach and fee for this effort and appreciate the additional clarity provided. Below is a detailed scope and fee proposal outlining the steps and deliverables for a 12-month process that we can begin in October 2024. Within that timeline, we envision building in several client review periods. We are happy to work with you on a desired timeline for this project that hits the project milestones outlined in the RFP. If desired, we believe we can advance this work at an expedited pace, which is another way to ensure efficiency in our workflow. The project study area has not changed, as illustrated in the attached Exhibit "A."

1.0 Project Information

The proposal herein is an agreement between the City of Valparaiso ("Client") and MKSK ("Planner") and is based on the initial project information set forth below. Our proposed three-phase effort is designed to be collaborative and yield results, focusing on a corridor plan to balance the community's desires with a bold corridor vision to support economic development, connected neighborhoods, access to parks and businesses, equitable transportation options, and quality of place. This work will culminate with initial analysis and ideation, conceptual plan submittals, and draft and final report submittals.

2.0 Project Team

The project team will include Aaron Kowalski, Principal in Charge; Brett Weidl, Corridor Subject Matter Expert; Donny Donoghue, Project Manager; and other planning and design professionals from MKSK as needed. We will also engage Mark Kozlowski and Alex Kline from IEI as project engineers in this effort.

3.0 Scope of Services

3.1 Phase 1 – Creation – 4 months (*can be expedited to 3 months total*)

Tasks:

- a. Kickoff, organizational meeting, data collection and site fieldwork (in-person with Client, 4 hours)
- b. Existing conditions inventory (using publicly available data supplemented by information from the City and consultant team)
 - Previous planning
 - Existing and future land use
 - Utilities and infrastructure
 - Vehicular and pedestrian facilities
 - Existing traffic conditions
 - Topography
 - Property ownership
 - Additional barriers to development as identified
- c. MKSK and IEI Internal charrette (work session at MKSK)
- d. Opportunities analysis and identification of “Big Moves”
- e. Developing a framework for district (re)development (future land use mapping, redevelopment area mapping, and development testing on up to 6 sites - plan view sketches – draft)
- f. Developing a framework for connectivity and public space improvements (up to 4 sites/corridors examined – sections/plan view sketches – draft)
- g. Developing Conceptual Plan Submittal #1 presentation
- h. Client review period (up to 1 month – as needed)
- i. Review meetings (up to 2 virtual with Client, 1 hour each)
- j. Deliverables:
 - Existing conditions inventory

- Existing utilities mapping
- Opportunities and “Big Moves”
- Framework sketches and key considerations
- Precedent imagery
- Conceptual Plan Submittal #1 presentation

3.2 Phase 2 – Refinement – 8 months (*can be expedited to 6 months total*)

Tasks:

a. Developing Conceptual Plan refinements

- “Big Moves”
- Future land use and thoroughfare mapping and recommendations
- Development recommendations (including enabling short-, and long-term horizons)
- District (re)development framework refinements into 3d massing model
- Connectivity and public space recommendations (including enabling short-, and long-term horizons)
- Connectivity and public space refinements into 3d massing model and cross-section views
- Utility and infrastructure recommendations (including relocation, capacity, and other considerations) *
- Development takeoffs (square footage by use, units, required parking, estimated residential and workforce population, and estimated ADT)
- Rough order of magnitude costs/probable costs for engineering, parcel acquisitions, construction, and construction engineering*
- Implementation summary (including enabling, short-, and long-term horizons)

b. Developing a Traffic Study

- Evaluate roadway capacity for West St and Marsh St after Journeyman build out (existing conditions) and with future development identified in Conceptual Plan.
- Traffic Study shall not include an analysis of each intersection or its Level of Service.
- Traffic counts along West St and Marsh St to evaluate roadway capacity.
- Traffic data collection shall not include turning movement counts at intersections.

- c. Developing Conceptual Plan Submittal #2 presentation
- d. Character Renderings (Birdseye and plan view)
- e. Developing draft and final planning report (2 revisions)
- f. Client review periods (2, up to 1 month each – as needed)
- g. Review meetings (up to 4 virtual with Client, 1 hour each)
- h. Final presentation (in-person with Client, 1.5 hours)
- i. Deliverables:
 - Conceptual Plan refinements
 - Conceptual Plan Submittal #2 presentation
 - Character renderings
 - Detailed recommendations
 - Traffic study
 - Cost estimates
 - Draft and final planning report

**Note: The Client shall provide sewer capacity analysis, improvements, and costs and/or other utility advice not specified in this scope.*

4.0 FEES

Fees for Phase 0: Project Management and Engagement shall total \$13,000, including expenses

Fees for Phase 1: Creation shall total \$30,000, including expenses.

Fees for Phase 2: Refinement shall total \$57,000 including all expenses.

Not to exceed fee of 100,000, including expenses.

A fee breakdown is included in attached Exhibit "B"

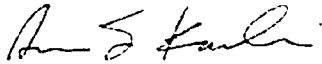
5.0 TERMS AND CONDITIONS

See attached Exhibit "C."

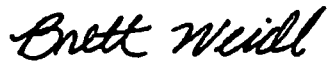
Thank you for considering MKSK for this project. We are excited about continuing our collaboration with the City of Valparaiso.

Respectfully Submitted,
MKSK, Inc.

Aaron Kowalski, Principal in Charge



Brett Weidl, Principal



MKSK

Authorization



Client (Signature)

9/12/24

Date

Rob Thorgren, President

Client (Name and Title)



Aaron Kowalski for MKSK, Inc.

9/9/2024

Date

Exhibit "A" – Study Area

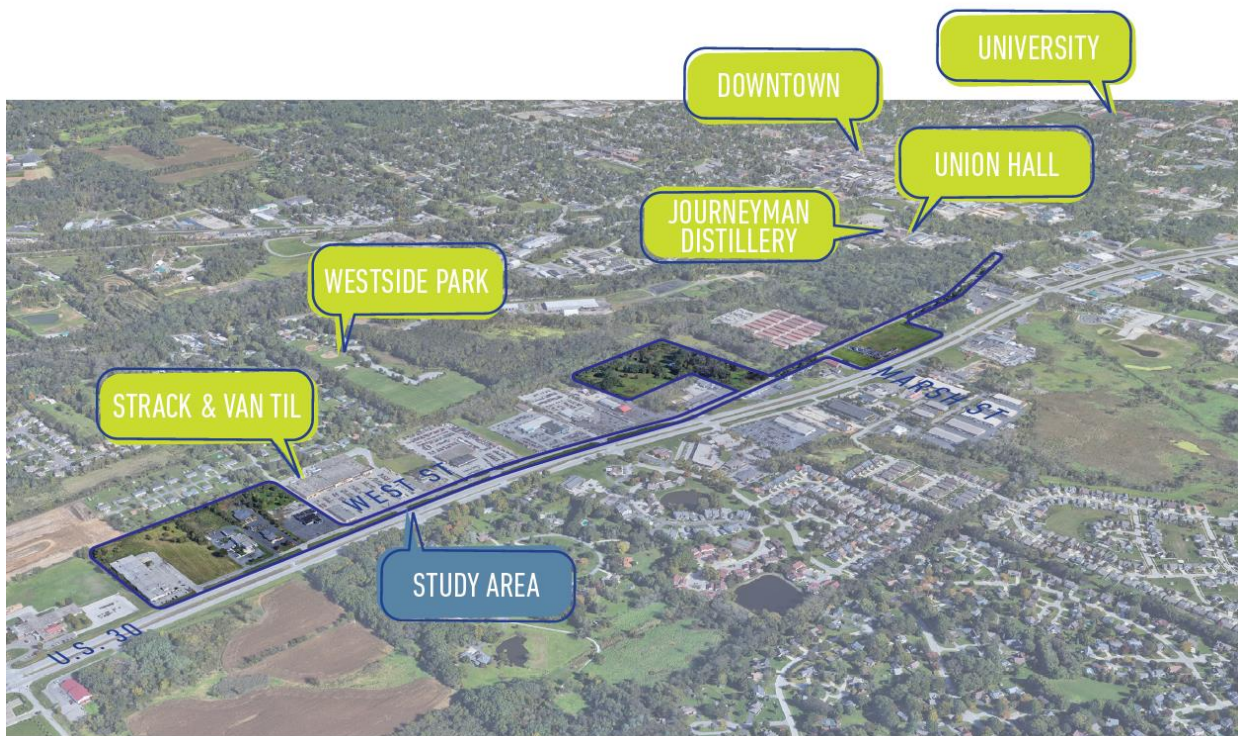


Exhibit “B” – Fee Breakdown

Tasks	Duration	Total	MKSK	IEI
Phase 0 - Project Management & Engagement	Ongoing	\$13,000	\$9,000	\$4,000
Kickoff Meeting & Field Visit (in-person)		\$4,000	\$2,500	\$1,500
Client Review Meetings (6, virtual)		\$4,000	\$2,500	\$1,500
Stakeholder Meetings (5, virtual)		\$1,500	\$1,500	\$0
Final Presentation (in-person)		\$3,500	\$2,500	\$1,000
Phase 1 - Creation	3 to 4 Months	\$30,000	\$20,000	\$10,000
Existing Conditions inventory		\$5,000	\$2,500	\$2,500
Existing Utilities Mapping		\$3,500	\$0	\$3,500
Opportunities and "Big Moves"		\$1,500	\$1,500	\$0
Framework Sketches and Key Considerations		\$16,000	\$12,000	\$4,000
Conceptual Plan #1 Submission Presentation		\$4,000	\$4,000	\$0
Phase 2 - Refinement	6 to 8 months	\$57,000	\$31,000	\$26,000
Conceptual Plan Refinements		\$18,000	\$12,000	\$6,000
Conceptual Plan #2 Submission Presentation		\$4,000	\$4,000	\$0
Character Renderings		\$3,000	\$3,000	\$0
Traffic Study		\$15,000	\$0	\$15,000
Cost Estimates		\$7,000	\$2,000	\$5,000
Draft and Final Planning Report		\$10,000	\$10,000	\$0
Subtotal		\$100,000	\$60,000	\$40,000

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2024 ("Effective Date") by and between the City of Valparaiso, 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.: 2300659

Project Description: Horse Prairie Avenue / South Campbell Street Extension from US 30 to Boundary Street/ Distillery Street

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 December 31, 2029. 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 **\$1,044,885.**

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:

Mr. Maxwell Rehlander, PE
City Engineer
166 Lincolnway
Valparaiso, IN 46383

Notices to the CONSULTANT shall be sent to:

Mr. Cash E. Canfield, 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:

Mr. Maxwell Rehlander, PE
City Engineer
166 Lincolnway
Valparaiso, IN 46383

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.

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Non-Collusion.

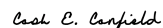
The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, 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
President**CITY OF VALPARAISO****Board of Public Works & Safety**

Jon Costas, Mayor

Holly Howe, Member

Bill Oeding, 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. General

1. The CONSULTANT shall provide engineering and prepare road and bridge design plans, preliminary opinions of probable construction cost, and other submittal documents following the *INDOT LPA Process Guidance Document for Local Federal Aid Projects* dated March 2022 and revisions thereto, for the relocation of Airport Road in Gary, Lake County, Indiana.

B. Project Management

The CONSULTANT shall coordinate and manage the efforts of subconsultants. The CONSULTANT shall assemble all contract documents provided by the subconsultants into one set of contract documents for bidding.

C. Topographic Survey

1. The CONSULTANT shall provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. The CONSULTANT shall survey the project location and provide the LPA with one set of original field notes for the data accumulation surveys. The CONSULTANT shall obtain deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits. The CONSULTANT's services shall be in accordance with IC 25-21.5; 865 IAC 1-12; and Chapter 106 of the INDOT Design Manual (Survey Manual). The CONSULTANT acknowledges that it has a copy of the Survey Manual. If there is any conflict between IC 25-21.5, 865 IAC 1-12, or the Survey Manual, the order of precedence will be:
 - a. IC 25-21.5
 - b. 865 IAC 1-12
 - c. Survey Manual
2. The survey limits are shown in Exhibit 1.
3. CONSULTANT shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-way and recorded easements. CONSULTANT will not be responsible for damages resulting from a utility company who will not respond or for utilities that are not marked or that are mismarked.

D. Environmental Services

1. The CONSULTANT shall conduct a Red Flag Investigation (RFI) of the project corridor. The RFI will include a preliminary analysis of publicly available infrastructure, environmental, hydrological and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the INDOT Site Assessment & Management (SAM) Operating Manual. If after completion of the Red Flag survey and preliminary site investigation it is determined the project will require a Phase I Initial Site Assessment (ISA), Phase II Site Investigation, or development of a remediation work plan the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.
2. The CONSULTANT shall carry out environmental analyses and develop the appropriate level of National Environmental Policy Act (NEPA) documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. A Level 4 Categorical Exclusion is anticipated for this project. The environmental services required to develop this project shall be in accordance with the Procedural Manual for Preparing Environmental Documents (2008) and the most recent INDOT Categorical Exclusion Manual and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof.
3. The CONSULTANT shall provide specialized studies required to complete the environmental document including evaluation of potential historic or cultural resources. This shall include a Historic Properties Report, Archaeological Records Check, and an Archaeological Field Reconnaissance as required. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the INDOT Cultural Resources Manual. It is anticipated the project will result in a finding of "No Adverse Effect." If consultation with INDOT and the State Historic Preservation Officer result in the identification of a resource eligible for listing on the National Register of Historic Places which could result in a finding of "Adverse Effect," additional services will be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting parties coordination and/or the preparation of a Memorandum of Agreement.
4. The CONSULTANT shall prepare necessary documentation to advertise and conduct a Public Hearing and conduct one (1) Public Information Meeting for the project. Public notices and presentation graphics will be prepared for the Public Hearing and Public Information Meeting in accordance with the most recent version of the INDOT Project Development Public Involvement Procedures Manual and revisions thereto. A hearing transcript and responses to public comment will be prepared to facilitate the Public Hearing Certification. If the LPA requests additional public involvement meetings be held, additional or supplemental services will be required to facilitate these meetings.
5. The CONSULTANT shall obtain Threatened and Endangered Species Lists for the project. This shall include coordination with the U.S. Fish and Wildlife Service's (USFWS) through the Information for Planning and Consultation (IPaC) website and coordination with the Indiana Department of Natural Resources through a Natural Heritage Database Check. Based on the information provided to prepare this scope of work, the proposed undertaking consists of realigning Horse Prairie Avenue and Campbell Street, which is anticipated to require clearing between 100-ft and 300-ft from existing roadways. Therefore, bat habitat mitigation is anticipated and would make use of the USFWS In-Lieu Fee program. Tree clearing would occur during the

inactive bat season. Up to one (1) site visit for bat inspections are included in this scope of work. If it is determined that species specific coordination is required, guano sampling, or formal consultation is required, this shall be considered a change in scope and supplemental services will be required.

6. It is not anticipated that Section 4(f) or Section 6(f) documentation will be required as part of this project. It is anticipated right-of-way impacts to the National Register listed Chicago Mica Co. - Continental Diamond Fibre Co. - ANCO Factory resource will be avoided. If during development of the preferred alternative it is determined a Section 4(f) or Section 6(f) resource will be impacted and a Section 4(f) or Section 6(f) evaluation is necessary, additional or supplemental services will be required to develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations.
7. The CONSULTANT shall conduct an analysis of Noise Impacts consistent with the most recent versions of the INDOT Traffic Noise Analysis Procedures and revisions thereto. A copy of this document is on file with INDOT and are incorporated by reference and is made a part hereof. This evaluation shall include determination of existing noise levels, identification of noise receptors, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement. If during consultation with INDOT it is determined that noise abatement measures are feasible and reasonable for the proposed project, the work required to complete these additional investigations and public involvement measures will be considered out of scope and additional or supplemental services will be required.
8. The CONSULTANT shall conduct an analysis of Environmental Justice and Community Impacts as required under Executive Order 12898 consistent with the procedures outlined in the most recent versions of the INDOT Categorical Exclusion Manual and Public Involvement Procedures Manual and revisions thereto. A copy of these documents are on file with INDOT and are incorporated by reference and are made a part hereof. This evaluation shall include analysis of available US Census data to identify populations of concern, identify impacts from the proposed project, and coordination with local community representatives to quantify the project's effects. It is anticipated a minimum of two (2) consultation meetings with local representatives will be conducted to determine impacts and quantify the project's effects. If during consultation with INDOT and FHWA it is determined additional consultation meetings and/or additional community coordination is required, the work required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required. If it is determined that there are disproportionate and unavoidable impacts, the services required to determine appropriate mitigation will be considered out of scope and additional or supplemental services will be required.
9. The CONSULTANT shall prepare a Wetland Delineation Report to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance and minimizations efforts for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. It is anticipated that one (1) site visits will be necessary to complete this work.
10. The CONSULTANT shall prepare and submit the appropriate permit applications the project including Section 401 Regional General Permit (RGP) to the Indiana Department of Environmental Management (IDEM) and Section 404 RGP to the United States Army Corps of

Engineers (USACE). If during coordination with the USACE or IDEM it is determined that an individual permit and/or mitigation is required for impacts to water resources, the work to identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.

11. If the CONSULTANT is required to provide an environmental service not listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the Procedure Manual for Preparing Environmental Documents dated 2008 and the most recent version of the Categorical Exclusion Manual and any revisions thereto. Copies of these documents are on file with the INDOT and are incorporated by reference and made a part hereof.

E. Road Design

1. The CONSULTANT shall prepare Stage 1, Preliminary Field Check, Stage 2, Stage 3, and Final Tracings plans, special provisions for the specifications, and opinions of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any. The opinion of probable cost for construction shall be prepared as described in Paragraph I.
 - a. The road design limits are generally shown in Exhibit 1. The preferred alignment (of the three shown) will be determined after completion of the Engineering Assessment Report and approved Categorical Exclusion.
 - b. The anticipated project design scope is described below:
 - 1) General road design (Geometric design, pavement treatment, typical section, intersection treatment)
 - 2) Drainage improvements
2. The CONSULTANT will schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (40 percent complete plans) during the design phase.

F. Culvert Design and Hydraulic Analysis

1. The CONSULTANT will provide culvert design and hydraulic analysis for a new stream crossing where the proposed roadway will cross the Crosby Run waterway. The roadway crossing is located approximately 420 feet north of the intersection of Horse Prairie Avenue and US 30. The culvert design and hydraulic analysis will include the following:
 - a. Perform hydrologic calculations including watershed delineation, time of concentration, and weighted runoff coefficient or weighted curve number based on land uses within the watershed.
 - b. Determine appropriate hydrologic method (Rational Method or Hydrograph Method) based on the Indiana Design Manual (IDM).

- c. Provide hydraulic calculations utilizing HY-8 software to meet standard IDM requirements for a new culvert crossing.
- d. Coordinate with the City to review draft report and discuss alternative culvert types and sizes that meet IDM and City requirements.
- e. Finalize hydrologic and hydraulic computations and report.

G. Pavement Design

1. The CONSULTANT shall perform pavement design in accordance with the *INDOT Design Manual*, Chapter 304. If an alternate bid is required by INDOT for an alternate pavement design, this will be considered a change in the scope, and additional or supplemental fees will be required.
2. CONSULTANT shall compile all required data to complete the pavement design for the Project. If additional testing and/or analysis is required, including but not limited to falling weight deflectometer testing or pavement core sampling, the CONSULTANT shall request that INDOT supply the appropriate data for use in the design.
3. The CONSULTANT shall conduct a pavement investigation to determine whether the existing pavement can be used as a base with the proposed roadway constructed as an overlay. The CONSULTANT shall conduct a site visit to determine the condition of the existing pavement. Visible defects within the project limits will be noted by the CONSULTANT.
4. The CONSULTANT shall recommend one pavement section for overlay design, and the section will be evaluated using AASHTOWare Pavement ME Design Software, according to Chapter 304 of The Indiana Design Manual, current INDOT practices, and current industry standards.
5. The CONSULTANT shall recommend one asphalt and one concrete alternative for mainline full-depth pavement design, and the sections will be evaluated using AASHTOWare Pavement ME Design Software, according to Chapter 304 of The Indiana Design Manual, current INDOT practices, and current industry standards.
6. The CONSULTANT shall recommend one asphalt and one concrete alternative for S-Line full-depth pavement design (inclusive of all S-Lines), and the sections will be evaluated using AASHTOWare Pavement ME Design Software, according to Chapter 304 of The Indiana Design Manual, current INDOT practices, and current industry standards.
7. The CONSULTANT shall perform life-cycle cost analysis on the two recommended mainline full-depth sections according to Chapter 304 of The Indiana Design Manual, current INDOT practices, and current industry standards.
8. The CONSULTANT shall recommend construction and maintenance operations for the proposed pavement sections according to current INDOT practices.
9. The CONSULTANT shall coordinate and attend meetings with a designated representative of the INDOT Office of Pavement Engineering. CONSULTANT shall keep the representative informed of the progress of the pavement design throughout the project.
10. The CONSULTANT shall prepare a final pavement design report, detailing recommendations, analysis, and assumptions involved in the pavement design.

If authorized in writing by the LPA, CONSULTANT shall furnish or obtain Additional Services, for an additional fee, for items that may become necessary due to unforeseen conditions or changes in the scope of the Project. These items include, but are not limited to:

- a. Temporary pavement for maintenance-of-traffic
- b. Analysis of additional roadways and/or pavement sections
- c. Quantity and cost calculations for additional roadways and/or pavement sections

H. Opinion of Probable Cost For Construction

The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties, will prepare detailed plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

I. Meetings

The CONSULTANT shall, as needed, make arrangements for and attend meetings in cooperation with the LPA, local officials, INDOT officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The CONSULTANT will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One scope meeting with INDOT and LPA
2. Field check meeting
3. Four meetings with the LPA
4. One meeting with utilities in addition to the field check

J. Geotechnical

The CONSULTANT shall make or cause to be made a complete geotechnical investigation in general accordance with the INDOT Geotechnical Manual. In the event more extensive boring, sampling, testing analyses and engineering services are needed, such services will be added via a supplemental contract.

K. Construction Stormwater General Permit

The CONSULTANT shall prepare and submit a Construction Stormwater General Permit Erosion Control Plan to procure appropriate Notice of Intent for construction.

L. Lighting Design

The CONSULTANT shall prepare lighting plans, including voltage drop calculations, for the roadway. Type and material of luminaire will be specified by LPA.

M. Traffic Signal Modification Plans

The CONSULTANT shall provide design services the modification of the existing INDOT controlled traffic signal at the intersection of US 30 and Horse Prairie Avenue. It is assumed that only the north leg of the intersection will be modified. Modifications shall include new sidewalk/pathway crossings with impacts to pedestrian push buttons in the northwest and northeast quadrants. Modifications to the existing traffic signal detection shall also be required on the north leg.

N. INDOT R/W Permit

The CONSULTANT shall prepare and submit an INDOT R/W Permit to their review and approval for the modification of the traffic signal at US 30 and Horse Prairie Avenue.

O. Utility Coordination

The CONSULTANT shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including:

1. Coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

P. Railroad Coordination

The CONSULTANT shall provide necessary coordination, from Notice to Proceed through construction, and supply all necessary plans and design information to Norfolk Southern railroad for roadway improvements to the existing at-grade crossing (478637P) and property owned within the project limits.

Q. Right-of-Way Engineering Services

1. Right-of-Way Engineering

- a. The CONSULTANT shall prepare title research, legal descriptions, route survey plats and/or right-of-way parcel plats, acquisition instruments, 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 or via ERMS if requested.
- b) The CONSULTANT agrees to testify in court on 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 duplicate or via ERMS if requested.

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

- a. The CONSULTANT shall provide an Appraisal Problem Report prepared by the project review appraiser (who is prequalified with INDOT) as follows:
 - 1) Examine the right-of-way plans and determine the extent of the taking
 - 2) Perform an on-site inspection of each parcel requiring right-of-way acquisition
 - 3) Determine the type of appraisal needed for each parcel in accordance with INDOT procedures
 - 4) Complete an Appraisal Problem Analysis form for each parcel to be acquired
 - 5) Transmit the completed report to the LPA for review and approval prior to the initiation of appraisal activity
 - 6) Revise the Appraisal Problem Analysis, as required, during the project

R. Bid Phase Services

1. The CONSULTANT shall attend the pre-bid conference, answer contractor questions, and issue addenda as appropriate.

2. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division of INDOT.

S. Post Letting Design Services

1. The CONSULTANT shall review all shop drawings for this contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
2. Following the award of a construction contract, the CONSULTANT will be responsible for attending the preconstruction meeting.
3. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries will be made only by persons designated by the LOCAL PUBLIC AGENCY to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than the LOCAL PUBLIC AGENCY's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
4. As needed and directed by the LPA, the CONSULTANT shall perform construction-phase utility coordination services as described in the 2013 Indiana Design Manual, Chapter 104, as revised.

DD. Deliverables

Upon completion and final approval of the services by the LPA, the CONSULTANT shall deliver to the LPA the following.

For Final Road Plans:

1. One (1) set of plan sheets in .pdf format (latest version at the time of completion of the plans).
2. One (1) set (original) of all survey field notes (Transit and Level Notes), section plats, and subdivision plats for all surveys the Engineer has performed on the project in .pdf format.
3. One (1) set of Special Provisions for the Specifications in .pdf format.
4. One (1) copy of the opinion of probable construction cost in pdf format.
5. One (1) copy of all design computations in .pdf format.

Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LPA. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.

EE. Exclusions:

1. Traffic Engineering Services:
 - a. Traffic data collection, analysis, design, and simulations
 - b. Traffic signal system inventory of existing equipment
 - c. New traffic signal design or warrant analysis
 - d. Traffic safety analysis
 - e. ITS design
2. Environmental Services:
 - a. Phase I or Phase II Environmental Site Assessment
 - b. Asbestos testing
 - c. Karst investigation
 - d. Detailed groundwater assessment
 - e. Stream and wetland mitigation design and plan development
 - f. Individual Section 401/404 permits
 - g. Hazardous material remediation plan
 - h. Cemetery development plans
3. Structural Design Services:
 - a. Noise wall design
 - b. Retaining wall design
 - c. Headwall and wingwall design
4. Roadway Design Services:
 - a. Landscape and/or streetscape design
5. Drainage Design Services:
 - a. Scour analysis for small structures
 - b. Sanitary sewer or storm sewer lift station design, sanitary sewer plan/profile, water main plan/profile, and submittals to IDEM for sanitary sewer and water main extension
 - c. Floodplain or floodway analysis, modeling, and submittals to IDNR and FEMA
6. Right-of-Way Acquisition services
 - a. Project Management for right-of-way acquisition
 - b. Buying Services
 - c. Relocation Services
 - d. Recording

- e. Appraising Services
- 7. Utility Services:
 - a. Utility relocation design and plan preparation
 - b. Subsurface Utility Exploration/Location/Engineering
 - c. Determination of location or depth of utilities by means such as vacuum excavation or potholing
- 8. Permits
 - a. City permits
 - b. FAA Permit
- 9. Zoning and rezoning or development of standard variance submittals and presentations for public hearings, colored renderings, and exhibits for public hearings
- 10. Contract book preparation
- 11. Construction inspection

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

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.

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. Field Survey complete within 120 calendar days after receipt of notice to proceed from the LPA.
- B. Environmental Services
 - 1. The CONSULTANT will initiate Early Coordination with resource agencies and the Section 106 Process within 15 days of Notice to Proceed.
 - 2. The CONSULTANT will submit Section 106 Documentation to INDOT for review within 45 days of Notice to Proceed and prepare a Section 106 Finding within 30 days of receipt of the State Historic Preservation Officer's suggested Finding of Effect and completion of Stage One Plans.
 - 3. The CONSULTANT will prepare a Draft Categorical Exclusion for release for public involvement within 30 calendar days after the signed Section 106 Finding of Effect is received from INDOT.
 - 4. The CONSULTANT will submit the Final Categorical Exclusion for signature within 30 days of receipt of the Certified Public Hearing documentation. Upon final signature, the CONSULTANT will circulate copies of the complete Categorical Exclusion as appropriate.
- C. Geotechnical Investigation Reports
 - 1. Preliminary Draft within 60 calendar days after Preliminary Field Check
 - 2. Final Draft within 45 calendar days after preliminary draft submission
- D. Roadway Design
 - 1. Stage 1 Plans and commence utility coordination within 120 calendar days after survey is complete
 - 2. Stage 3 Plans within 120 calendar days after receipt from the LPA of approval of the Preliminary Plans and Preliminary Field Check
 - 3. Final Tracings with cost estimates and special provisions within 120 calendar days after receipt from the LPA of approval of the Stage 3 Plans and Right-of-Way clear

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 \$1,044,885 unless approved in writing by the LPA.
2. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$892,450 unless approved in writing by the LPA.

a. Project Management	\$38,800
b. Survey	\$64,910
c. Environmental Services	
1) Red Flag Investigation	\$4,100
2) Categorical Exclusion Document	\$75,800
3) Section 106 Document	\$54,300
4) Public Involvement	\$52,600
5) Noise Analysis	\$25,200
6) Wetland Delineation and Permitting	\$23,100
d. Road Design and Plan Development	\$374,740
e. Culvert Design and Hydraulic Analysis	\$18,900
f. Pavement Design	\$14,200
g. Meetings	\$30,200
h. Construction Stormwater General Permit	\$15,700
i. Lighting Design	\$25,900
j. Traffic Signal Modification Design	\$16,000
k. INDOT R/W Permit	\$6,600
l. Utility Coordination	\$24,900
m. Railroad Coordination	\$19,800
n. Bidding Phase Services	\$6,700

3. The CONSULTANT shall be compensated for right-of-way engineering services based on the specific cost per unit multiplied by the actual units of services performed. Estimated unit costs are shown in Exhibit 2, 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 \$122,475 unless and until a supplemental agreement is executed. Fifteen parcels are assumed.
4. The CONSULTANT shall receive payment for the work performed under this Contract related to geotechnical services based on the specific cost per unit as shown in Exhibit 3, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$17,460 unless and until a supplemental agreement is executed.
5. For post letting design services, the CONSULTANT will be compensated on a labor rate multiplier basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the direct wage and salary rates of each employee multiplied by 3.44, PLUS direct non-salary costs as approved by LPA. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed \$12,500 unless and until a supplemental agreement is executed.
6. 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.

AMERICAN STRUCTUREPOINT, INC.							
Project Management - Manhour Justification							
Project: Cline Avenue Extension							
Description: Project Management							
		ESTIMATED TIME (HOURS)					27-Aug-24
WORK CLASSIFICATION	Principal	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	TOTAL
General Project Management & Coordination	0	80	80	0	0	0	
TOTAL HOURS	0	80	80	0	0	0	160
WEIGHTED HOURLY RATE	\$365.00	\$275.83	\$209.09	\$178.75	\$122.77	\$176.08	
DIRECT SALARY COST	\$0.00	\$22,066.40	\$16,727.20	\$0.00	\$0.00	\$0.00	\$38,793.60
DIRECT COSTS (See Below)							\$0.00
TOTAL FEE							\$38,800.00

		Unit Cost	Quantity	Cost
Mileage		\$0.490	0	\$0.00
Shipping		LSUM	0	\$0.00
Meals		\$26.00	0	\$0.00
Lodging		\$89.00	0	\$0.00
Blueprints		\$1.50	0	\$0.00
Copies		\$0.10	0	\$0.00
Mylars		\$3.50	0	\$0.00
			TOTAL =	\$0.00

AMERICAN STRUCTUREPOINT, INC.								
MAN-HOUR JUSTIFICATION								
PROJECT NUMBER:		2023.03274						
PROJECT DESCRIPTION:		City of Valparaiso - Horse Prairie Avenue/South Campbell Street Extension						August 19, 2024
<TASK NAME>								
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)							TOTAL
	Senior Registered Land Surveyor	Registered Land Surveyor	Senior Survey Crew Chief	Survey Crew Chief	Survey Crew Member	Researcher	Senior Technician	
Research, Survey Notice & Utilities								
Assessor/Auditor Maps						2		2
Owners Names & Addresses						4		4
Deeds						4		4
Section Corner Ties						1		1
Recorded Surveys						1		1
Utility Maps						1		1
Location Control Route Survey Plat Recording						8		8
Prepare Mailings	1					2		3
Utility Call In						1		1
On Site Meeting				1	1			2
Coordination	3							3
Subtotal (if needed)	4	0	0	1	1	24	0	30
Survey Control								
Set & Reference Control			4	4	4		4	16
GPS Locate Control Points		1		2	2			5
Bench Circuit				4	4		1	9
Coordination	2							2
Subtotal (if needed)	2	1	4	10	10	0	5	32
Section Corner Tie In								
Recover and Reference Section Corners			8		8		4	20
GPS Locate Section Corners		1	8		8			17
Coordination	2	1						3
Subtotal (if needed)	2	2	16	0	16		4	40
Topographic & Utility Survey								
Horse Prairie Ave (1,150LF +/-)				16	16		1	33
West Street (600LF +/-)				16	16			
Campbell Street (650LF +/-)				16	16			
2 ac. Area SW corner Horse Prairie & West Street				16	16			32
Coordination	2						1	3
Subtotal (if needed)	2	0	0	64	64		2	132
Computations								
Property, Right of Way & Alignment Computations	60							60
Plot Survey Data							60	60
Location Control Route Survey Plat	16						24	40
Subtotal (if needed)	76	0	0	0	0		84	160
Field Book								
Field Book Creation	2						8	
Subtotal (if needed)	2	0	0	0	0		8	10
TOTAL HOURS	86	3	20	75	91	24	95	394
AVERAGE HOURLY RATE	\$ 233.68	\$ 185.83	\$ 175.22	\$ 129.96	\$ 84.08	\$ 139.76	\$ 176.08	
SUBTOTAL DIRECT SALARY COST \$ 20,096.48 \$ 557.49 \$ 3,504.40 \$ 9,747.00 \$ 7,651.28 \$ 3,354.24 \$ 16,727.60 \$ 61,638.49								
DIRECT COSTS								
QUANTITY			QUANTITY	UNIT	UNIT COST			
Mileage	3	Trips x	310	/Mile	\$ 0.49			\$ 455.70
Shipping	---	---		LS	\$ -			
Per Diem	2	Person(s) x	12	/Day	\$ 41.00			\$ 984.00
Lodging	2	Person(s) x	9	/Night	\$ 102.00			\$ 1,836.00
Prints		Sets x		Sheets	\$ -			
Exhibits	---	---		each	\$ -			
SUBTOTAL DIRECT EXPENSE COST \$ 3,275.70								
<TASK NAME> TOTAL FEE \$ 64,910.00								

AMERICAN STRUCTUREPOINT, INC.

Fee Summary

8/21/2024

PROJECT NUMBER: DES 2300659 (2023.03274)

PROJECT DESCRIPTION: Horse Prairie Ave/Campbell Street Extension, Valparaiso, Indiana

DESCRIPTION: Environmental Documentation

Project Item	Hours	Direct Salary	Total Fee
Red Flag	30	\$ 4,041.58	\$ 4,100.00
Categorical Exclusion Level 4	470	\$ 75,619.28	\$ 75,800.00
Wetlands/Waterways Delineation and Permitting	165	\$ 22,912.99	\$ 23,100.00
Section 106	90	\$ 14,098.08	\$ 54,300.00
Section 4(f)	0	Not Anticipated	-
Section 7	0	Not Anticipated	-
Noise Study	174	\$ 24,973.68	\$ 25,200.00
Public Involvement	292	\$ 50,183.18	\$ 52,600.00
Subtotal (Direct Salary)	1191	\$ 191,828.79	\$ 235,100.00
Direct Subconsultant			
Section 106 Services (Pre-qualified Professional)	\$	40,200.00	
Subtotal (Direct Expenses)	\$	40,200.00	
Total Project Costs	\$	235,100.00	

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: Horse Prairie Avenue / South Campbell Street Extension

Description: Road Design

27-Aug-24

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Stage 1 Plans (25% complete)						
Coordinate Field Survey	2	4	0	0	2	8
Compile Field Survey Data	0	0	0	0	8	8
Generate Existing Ground Model	0	0	4	4	8	16
Plot and Check Topo	0	0	0	8	8	16
Plot and Check Cross Sections	0	2	2	8	8	20
Develop and check Title Sheet	0	2	2	4	8	16
Develop and check Index Sheet	0	2	2	2	4	10
Develop Typical Sections	2	4	4	8	8	26
Level One Checklist	0	4	4	8	0	16
Verify Design Criteria	0	4	4	0	0	8
Design Preliminary Roadway Alignment	2	4	4	8	8	26
Intersection Layout	0	4	4	8	8	24
Establish Grade Controls	2	4	4	8	4	22
Design Prelim Profile	2	8	8	12	8	38
Develop Plan & Profile Sheets	0	8	8	12	16	44
Check Plan & Profile Sheets	2	8	0	0	0	10
Determine Project Limits	2	4	4	4	0	14
Develop Cross Sections	2	8	8	12	16	46
Preliminary Sight Distance Computations	2	0	8	12	4	26
Existing Drainage on Cross Sections	0	2	4	4	8	18
Preliminary Drainage Layout	2	8	8	12	0	30
Preliminary Quantity Computations	0	4	8	12	0	24
Preliminary Cost Estimate	2	8	8	8	0	26
Prepare Submittal Packet	0	4	4	4	6	18
Plot 25% Plans	0	0	4	4	6	14
Submit 25% Plans	2	2	4	4	4	16
QC/QA Plans before Submittal	8	8	0	0	8	24
Subtotal	32	106	110	166	150	564
Preliminary Field Check Plans (43% complete)						
Update and check Index Sheet	0	2	0	0	2	4
Update Typical Sections	2	2	4	8	4	20
Level One Checklist	0	2	2	2	0	6
Update Plan & Profile Sheets	2	2	4	4	8	20
Check Plan & Profile Sheets	0	2	4	0	0	6
Develop Preliminary Construction Detail Sheets	2	4	12	12	16	46
Develop Cross Sections	2	4	8	8	16	38
Preliminary Contours	2	8	12	12	0	34
Finalize Sight Distance Computations	0	0	2	12	0	14
Finalize Drainage Layout	0	4	4	12	0	20
Preliminary Drainage on Plans	0	4	4	12	12	32
Check Preliminary Drainage	0	8	0	0	0	8
Preliminary Right-of-Way Determinations	2	4	4	4	0	14
Preliminary Driveway Design	0	4	4	12	4	24
Environmental Permit Coordination	0	4	0	0	4	8
Update Quantity Computations	0	4	4	12	0	20
Cost Estimate	2	2	4	4	0	12
Prepare Submittal Packet	2	2	4	4	2	14
Coordination with Porter County Drainage	8	0	0	0	0	8
Plot 43% Plans	0	0	4	4	2	10
Submit 43% Plans	0	2	0	0	2	4
Field Check Plan Mailing and Coordination	0	4	4	2	2	12
Hold Field Check	0	4	4	0	0	8
QC/QA Plans	4	4	0	0	4	12
Subtotal	28	76	88	124	78	394
Stage III Plans (95% complete)						

AMERICAN STRUCTUREPOINT, INC.						
Road Design - Manhour Justification						
Project: Horse Prairie Avenue / South Campbell Street Extension						
Description: Road Design						
						27-Aug-24
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	

	Unit Cost	Quantity	Cost
Mileage	\$0.490	400	\$196.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$196.00

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AMERICAN STRUCTUREPOINT, INC.
MANHOUR FEE JUSTIFICATION BY CLASSIFICATION
CITY OF VALPARAISO
Horse Prairie Avenue / South Campbell Street Extension

	Principal	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	Total
Hydraulic Analysis & Design Services							
Hydraulics Design, Report, and Memo							
Culvert Design							
Hydrological Analysis	0	2	8	0	8	0	18
Hydraulics Design (Circular, Box Culvert, etc)	0	2	8	0	8	0	18
Report Preparation	0	2	8	0	8	0	18
Hydraulic Memo	0	2	4	0	8	0	14
QA/QC, Revise Per QA/QC, Adress Comments	0	2	4	0	4	0	10
Coordination w INDOT Hydraulics	0	2	4	0	4	0	10
Address INDOT Hydraulics Comments and Resubmit	0	2	8	0	8	0	18
Total Hours	0	14	44	0	48	0	106
Average Weighted Hourly Rate		\$ 275.83	\$ 209.09	\$ 178.75	\$ 122.77	\$ 176.08	
Total Salary Cost	\$ -	\$ 3,861.62	\$ 9,199.96	\$ -	\$ 5,892.96	\$ -	\$ 18,954.54
Direct Cost (See below)							\$ -
Total							\$ 18,954.54
Hydraulic Analysis & Design Services							\$ 18,900.00

DIRECT COSTS		UNIT COST	QUANTITY	COST
Travel (field checks, office reviews, public meetings, coordination meetings, etc.)		\$ 0.490	0	\$ -
Lodging		\$ 90.00		\$ -
Meals		\$ 25.00		\$ -
			TOTAL	\$ -

AMERICAN STRUCTUREPOINT, INC.						
Pavement Design - MAN-HOUR JUSTIFICATION						
PROJECT: Horse Prairie Avenue / South Campbell Street Extension						8/18/2024
DESCRIPTION: Horse Prairie Avenue						
	ESTIMATED TIME					
WORK CLASSIFICATION	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	TOTAL
Pavement Design Analysis (M-E Runs)						
Mainline Full Depth Section; S-lines Full Depth Section	0	6	8	0	0	14
QC/QA (M-E Runs)	0	2	2	0	0	4
Pavement Design Report						
Pavement Design Report	0	8	16	0	0	24
Cost of Ownership Calculations	0	2	6	0	0	8
QC/QA (Report and Calculations)	2	4	4	0	0	10
Pavement Design Coordination						
Coordination with ERC	2	2	0	0	0	4
Address ERC Comments	0	4	4	0	0	8
Total Hours	4	28	40	0	0	72
Average Hourly Rate	\$ 275.83	\$ 209.09	\$ 178.75	\$ 122.77	\$ 176.08	
Direct Salary	\$ 1,103.32	\$ 5,854.52	\$ 7,150.00	\$ -	\$ -	\$ 14,107.84
Direct Expenses						\$ -
Total Cost						\$ 14,107.84
						\$14,200.00

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Mileage	\$ 0.49	Miles	0	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ -

AMERICAN STRUCTUREPOINT, INC.						
Coordination Meetings - Manhour Justification						
Project: Horse Prairie Avenue / South Campbell Street Extension						
Description: Coordination Meetings						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Quarterly Tracking Meetings (12)	24	24	0	0	0	48
Progress Meetings (6)	18	18	0	0	0	36
Scoping, PFC, and Utility Meeting	12	12	0	0	0	24
Meeting Minutes from each meeting	8	8	0	0	0	16
Subtotal						
TOTAL HOURS	62	62	0	0	0	124
WEIGHTED HOURLY RATE	\$275.83	\$209.09	\$178.75	\$122.77	\$176.08	
DIRECT SALARY COST	\$17,101.46	\$12,963.58	\$0.00	\$0.00	\$0.00	\$30,065.04
DIRECT COSTS (See Below)						\$122.50
TOTAL FEE						\$30,200.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	250	\$122.50
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$122.50

AMERICAN STRUCTUREPOINT, INC.						
Construction Stormwater General Permit - Manhour Justification						
Project: Horse Prairie Avenue / South Campbell Street Extension						
Description: Construction Stormwater General Permit						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
SWPPP Preparation	2	8	0	16	0	26
NOI Form Preparation	1	2	0	0	0	3
Advertisement Preparation	2	0	0	2	0	4
Temporary Erosion Control Plan Details	0	2	8	8	8	26
Quantities and Cost Estimate	0	4	4	8	2	18
Special Provisions	0	2	2	2	0	6
IDEM Submission	2	0	0	1	0	3
Owner Coordination	4	0	0	0	0	4
Subtotal						
TOTAL HOURS	11	18	14	37	10	180
WEIGHTED HOURLY RATE	\$275.83	\$209.09	\$178.75	\$122.77	\$176.08	
DIRECT SALARY COST	\$3,034.13	\$3,763.62	\$2,502.50	\$4,542.49	\$1,760.80	\$15,603.54
DIRECT COSTS (See Below)						\$39.20
TOTAL FEE						\$15,700.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	80	\$39.20
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$39.20

AMERICAN STRUCTUREPOINT, INC.							
MAN-HOUR JUSTIFICATION							
PROJECT NUMBER:		2023.03274					
PROJECT DESCRIPTION:		Horse Prairie Ave					August 20, 2024
LIGHTING DESIGN SERVICES							
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)						TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	Technician	
Coordination w/ City on Lighting Fixtures	2						2
Lighting Photometric Analysis	2	10	10				22
Initial Utility Coordination		1	1				2
PFC/Stage 2 Design Plans	2	12	16		6		36
Stage 2 Quantities, Cost Estimate, and Tables	1	2	2	8			13
Stage 2 QC/QA	2	2	2				6
Stage 3 Design Plans	2	6	8		1		17
Stage 3 Quantities, Cost Estimate, and Tables	1	1	1	4			7
Stage 3 Specifications	2	2					4
Stage 3 QC/QA	2	2	2				6
Final Utility Coordination		1	1				2
Final Tracings Design Plans	1	1	2				4
Final Tracings Quantities, Cost Estimate, and Tables	1	1	1	2			5
Final Tracings Specifications	1	1					2
Final Tracings QC/QA	1	1	1				3
TOTAL HOURS	20	43	47	14	7	0	131
AVERAGE HOURLY RATE	\$ 275.83	\$ 209.09	\$ 178.75	\$ 122.77	\$ 176.08	\$ 106.75	
SUBTOTAL DIRECT SALARY COST	\$ 5,516.60	\$ 8,990.87	\$ 8,401.25	\$ 1,718.78	\$ 1,232.56	\$ -	\$ 25,860.06
DIRECT COSTS	QUANTITY		QUANTITY	UNIT	UNIT COST		
Mileage		Trips x		/Mile	\$ 0.49		
Shipping	---	---		LS	\$ 50.00		
Meals		Person(s) x		/Day	\$ 15.00		
Lodging		Person(s) x		/Night	\$ 150.00		
Prints		Sets x		Sheets	\$ 0.05		
Traffic Counts		Intersections x		/Hour	\$ 100.00		
SUBTOTAL DIRECT EXPENSE COST							\$ -
LIGHTING DESIGN SERVICES TOTAL FEE							\$ 25,900.00

AMERICAN STRUCTUREPOINT, INC.							
MAN-HOUR JUSTIFICATION							
PROJECT NUMBER:		2023.03274					
PROJECT DESCRIPTION:		Horse Prairie Ave					August 20, 2024
TRAFFIC SIGNAL DESIGN SERVICES							
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)						TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	Technician	
Coordination w/ City and INDOT	2	2					4
Initial Utility Coordination		1	1				2
PFC/Stage 2 Design Plans	2	8	8		4		22
Stage 2 Quantities, Cost Estimate, and Tables	1		2	2			5
Stage 2 QC/QA	2	2	2				6
Stage 3 Design Plans	1	4	4				9
Stage 3 Quantities, Cost Estimate, and Tables	1		2	2			5
Stage 3 Specifications	1	1					2
Stage 3 QC/QA	2	2	2				6
Final Utility Coordination		1	1				2
Final Tracings Design Plans	1	2	4				7
Final Tracings Quantities, Cost Estimate, and Tables	1		1	1			3
Final Tracings Specifications	1	1					2
Final Tracings QC/QA	1	1	1				3
TOTAL HOURS	16	25	28	5	4	0	78
AVERAGE HOURLY RATE	\$ 275.83	\$ 209.09	\$ 178.75	\$ 122.77	\$ 176.08	\$ 106.75	
SUBTOTAL DIRECT SALARY COST	\$ 4,413.28	\$ 5,227.25	\$ 5,005.00	\$ 613.85	\$ 704.32	\$ -	\$ 15,963.70
DIRECT COSTS	QUANTITY		QUANTITY	UNIT	UNIT COST		
Mileage		Trips x		/Mile	\$ 0.49		
Shipping	---	---		LS	\$ 50.00		
Meals		Person(s) x		/Day	\$ 15.00		
Lodging		Person(s) x		/Night	\$ 150.00		
Prints		Sets x		Sheets	\$ 0.05		
Traffic Counts		Intersections x		/Hour	\$ 100.00		
SUBTOTAL DIRECT EXPENSE COST							\$ -
TRAFFIC SIGNAL DESIGN SERVICES TOTAL FEE							\$ 16,000.00

AMERICAN STRUCTUREPOINT, INC.						
INDOT R/W Permit - Manhour Justification						
Project: Horse Prairie Avenue / South Campbell Street Extension						
Description: INDOT R/W Permit						
	ESTIMATED TIME (HOURS)					27-Aug-24
WORK CLASSIFICATION	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	TOTAL
Online Application	0	8	8	0	0	16
Coordinate Permit w/ client	0	4	2	0	0	6
Submit Permit to INDOT	0	0	2	0	2	4
Project Management/Coordination	0	4	0	0	0	4
						0
						0
						0
						0
Subtotal						
TOTAL HOURS	0	16	12	0	2	60
WEIGHTED HOURLY RATE	\$275.83	\$209.09	\$178.75	\$122.77	\$176.08	
DIRECT SALARY COST	\$0.00	\$3,345.44	\$2,145.00	\$0.00	\$352.16	\$5,842.60
DIRECT COSTS (See Below)						\$700.00
TOTAL FEE						\$6,600.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	0	\$0.00
Shipping	LSUM	0	\$0.00
Permit Application Fee	\$600.00	1	\$600.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Public Notice of Construction Activity	\$100.00	1	\$100.00
TOTAL =			\$700.00

AMERICAN STRUCTUREPOINT, INC.**Road Design - Manhour Justification****Project:** Horse Prairie Avenue / South Campbell Street Extension**Description:** Utility Coordination

27-Aug-24

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Utility Coordination Services						
Prepare and Distribute Initial Notices	0	2	4	0	0	
Early Coordination and Partnering	0	2	4	2	0	
Prepare and Distribute Existing Plans for Verification	0	2	4	0	2	
Prepare and Distribute Preliminary Field Check Plans	0	2	4	0	4	
Review Construction Plans for Utility Conflicts	0	2	4	8	0	
Prepare and Distribute preliminary final plans	0	2	4	2	4	
Conduct Utility Coordination Meeting	0	0	0	0	0	
Review Relocation Plans	0	2	8	0	0	
Review Written Work Plans	0	2	8	0	0	
Review Cost Estimates	0	2	8	0	0	
Prepare and Process Reimbursement Agreements	0	4	4	0	0	
Coordinate with City to issue NTP	0	2	0	0	0	
Review Cost Reduction Measures proposed	0	2	2	0	0	
Prepare Utility Special Provision	0	2	0	0	0	
Prepare Utility Coordination Certification	0	2	8	0	0	
Track Utility Coordination process steps	0	2	4	0	0	
Additional Utility Coordination Meeting	0	0	0	0	0	
Track Utility Relocations	0	8	8	0	0	
Subtotal						
TOTAL HOURS	0	40	74	12	10	136
WEIGHTED HOURLY RATE	\$275.83	\$209.09	\$178.75	\$122.77	\$176.08	
DIRECT SALARY COST	\$0.00	\$8,363.60	\$13,227.50	\$1,473.24	\$1,760.80	\$24,825.14
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$24,900.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	0	\$0.00
Shipping	LSUM	0	\$0.00
IDEM Check	\$100.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$0.00

AMERICAN STRUCTUREPOINT, INC.						
Railroad Coordination - Manhour Justification						
Project: Horse Prairie Avenue / South Campbell Street Extension						
Description: Railroad Coordination						
	ESTIMATED TIME (HOURS)					27-Aug-24
WORK CLASSIFICATION	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	TOTAL
Prepare & Distribute Initial Notice to RR	2	0	0	2	0	4
Coordination Meetings	24	0	0	24	0	48
Distribute Preliminary Plans to RR for Review	0	2	0	2	4	8
Plan Revision post RR Review	4	0	0	4	2	10
Distribute Finals plans to RR for Review	0	0	0	4	2	6
Final Revisions	4	0	0	4	8	16
Management of RR Coordination	8	0	0	0	0	8
						0
Subtotal						
TOTAL HOURS	42	2	0	40	16	200
WEIGHTED HOURLY RATE	\$275.83	\$209.09	\$178.75	\$122.77	\$176.08	
DIRECT SALARY COST	\$11,584.86	\$418.18	\$0.00	\$4,910.80	\$2,817.28	\$19,731.12
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$19,800.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$0.00

AMERICAN STRUCTUREPOINT, INC.**Bidding Services - Manhour Justification****Project:** Horse Prairie Avenue / South Campbell Street Extension**Description:** Bidding Phase Services

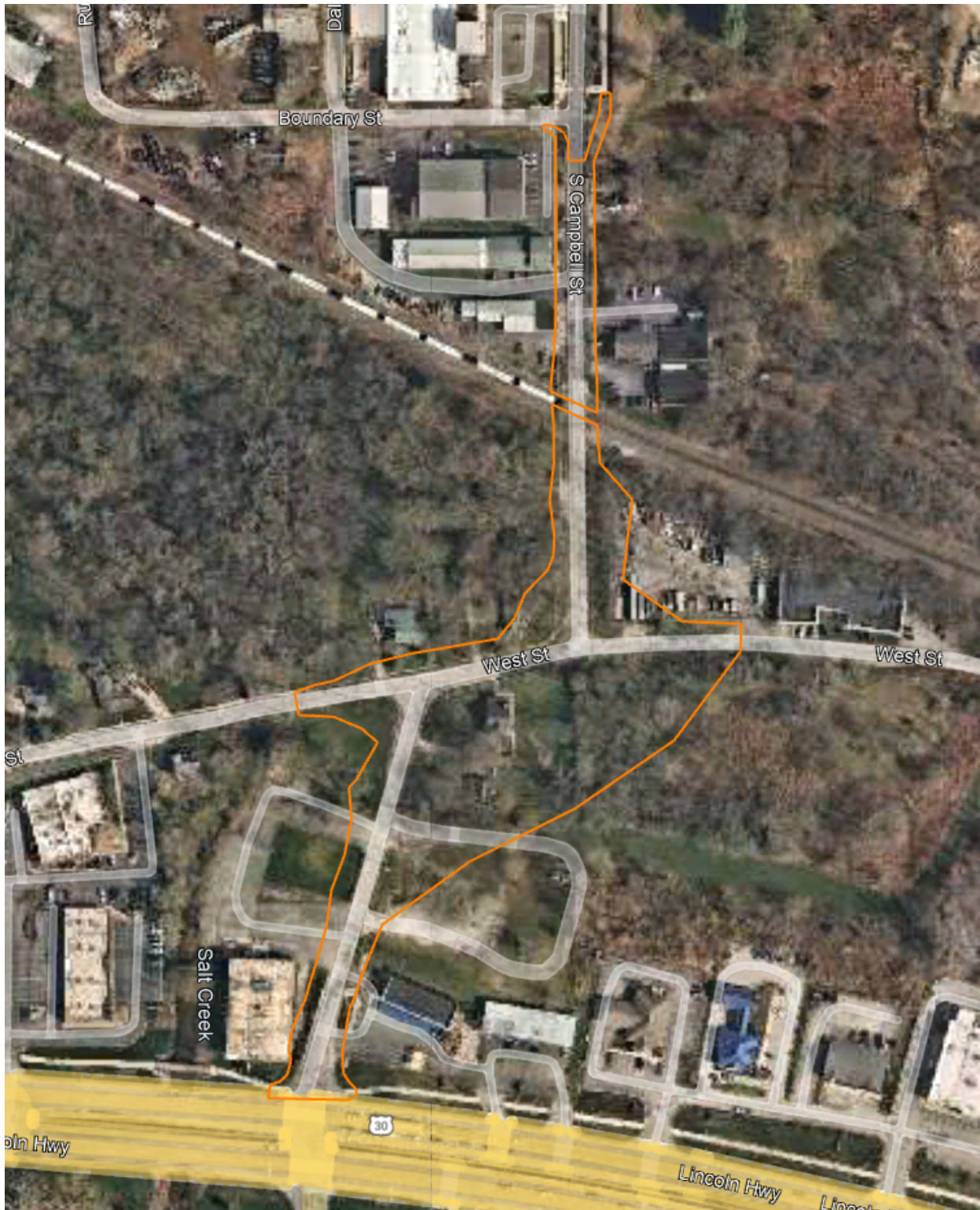
27-Aug-24

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Bidding Phase Services						
Attend pre-bid conference	4	4	0	0	0	
Issue Addenda	8	8	0	0	0	
Review INDOT Prepared Contract Bid Package	0	4	0	0	0	
Subtotal						
TOTAL HOURS	12	16	0	0	0	28
WEIGHTED HOURLY RATE	\$275.83	\$209.09	\$178.75	\$122.77	\$176.08	
DIRECT SALARY COST	\$3,309.96	\$3,345.44	\$0.00	\$0.00	\$0.00	\$6,655.40
DIRECT COSTS (See Below)						\$19.60
TOTAL FEE						\$6,700.00

AMERICAN STRUCTUREPOINT, INC.						
Post Letting Design Services - Manhour Justification						
Project: Horse Prairie Avenue / South Campbell Street Extension						
Description: Post Letting Design Services						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Prep for Precon Meeting	4	4	0	0	0	8
Attend Preconstruction Meeting	4	4	0	0	0	8
RFI's / Answer Questions / Assist LPA	0	12	12	0	0	24
Shop Drawing Review	0	12	6	2	0	20
Subtotal						
TOTAL HOURS	8	32	18	2	0	60
WEIGHTED HOURLY RATE	\$275.83	\$209.09	\$178.75	\$122.77	\$176.08	
DIRECT SALARY COST	\$2,206.64	\$6,690.88	\$3,217.50	\$245.54	\$0.00	\$12,360.56
DIRECT COSTS (See Below)						\$49.00
TOTAL FEE						\$12,500.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	100	\$49.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$49.00

Exhibit 1



Horse Prairie Avenue and South Campbell Street Extension

Survey and Environmental Study Limits

Exhibit 2

Horse Prairie Ave/Campbell Street Extension												
FEE PROPOSAL, Dated: 8/19/2024												
Parcel information			Right of Way Engineering									
Parcel	Owner	Tax I.D.	Appraisal Report Type	Title Work Fee	Title Update Fee	Parcel Development Fees	Physical parcel Packet Fees	R/W Plans (Survey Group Effort) Fees	Staking Fee	APA Fee	Subtotal R/W Engineering	Total Fees
1	AIM Properties LLC	64-09-26-230-002.000-004	TBD	\$ 1,200.00	\$ 350.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,785.00	\$ 8,785.00
2	Luke Land LLC	64-09-26-230-001.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
3	Valparaiso City Utilities	64-09-26-231-002.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
4	Trust 6120	64-09-26-231-001.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
5	Valpo Livin LLC	64-09-25-104-001.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
6	Vaca, Santiago	64-09-26-227-007.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
7	Loncar, Nikola	64-09-25-103-001.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
8	Hite, Michael Lewis Jr. Supplemental Needs Trust	64-09-26-227-006.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
9	Scheeringa, Norma J & Jeffery A	64-09-26-227-005.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
10	Unknown Owner (Norfolk and Western Railroad)	unavailable	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
11	Weiler, David R Et al.	64-09-26-228-003.000-004	TBD	\$ 1,800.00	\$ 525.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 9,560.00	\$ 9,560.00
12	Campbell Street Complex LLC	64-09-25-101-002.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
13	Valparaiso Redvelopment Commission	64-09-25-101-004.000-004	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
14	TBD	TBD	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
15	TBD	TBD	TBD	\$ 600.00	\$ 175.00	\$ 5,500.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 285.00	\$ 8,010.00	\$ 8,010.00
											\$ -	\$ -
	Contingency:										\$ -	\$ -
	UNALLOCATED FEE:										\$ -	\$ -
	Total			\$ 10,800.00	\$ 3,150.00	\$ 82,500.00	\$ 2,250.00	\$ 9,750.00	\$ 9,750.00	\$ 4,275.00	\$ 122,475.00	\$ 122,475.00

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 2024 INDOT Fee Schedule.

NOTE: Any revisions required to 'Parcel Development' due to design changes will be charged at half of the original fee.

NOTE: R/W plans are optional and will only be completed with request/approval from the client.

NOTE: Physical parcel packets are optional and will only be created with request/approval from the client.

*If LPA records necessary documents, the Recording fee will not be billed.



Exhibit 3

Advanced Engineering Services (AES) Inc.
844 169th Street | Hammond, IN 46324
Phone: (219) 933 7888 | www.adv-engrs.com

August 26, 2024

Mr. Eric Wolverton, PE
Project Development Director
American Structurepoint, Inc.
8605 Broadway, Suite B
Merrillville, Indiana 46410

Sent via email: EWolverton@structurepoint.com

RE: Proposal for Geotechnical Engineering Exploration Services
Proposed Intersection Improvement of Horse Prairie Avenue and West Street
Valparaiso, Porter County, Indiana
AES Proposal No. 2024-283G

Dear Mr. Wolverton:

As per your request, Advanced Engineering Services (AES) is pleased to submit the following proposal for conducting a geotechnical engineering exploration for the above referenced project.

PROJECT INFORMATION

American Structurepoint Inc., is preparing plans for the intersection improvements of Horse Prairie Avenue and West Street in Valparaiso, Indiana. While the project is in preliminary stage and no detailed drawings was available, we were informed that the alignment of Horse Prairie Avenue will be shifted towards east and will align with Campbell Street. Based on the preliminary layout, the total length of the project is reportedly less than 2,000 linear ft. The intersection may be signalized or may have a roundabout. We understand that the existing culvert along the proposed alignment of Horse Prairie Avenue will be replaced although no details are available. New storm sewers or related structures will also be necessary for the project. We assume that the new sewers will be no larger than about 2 ft to 3 ft with inverts no deeper than about 9 ft to 10 ft below current grade.

The project is an LPA project and the geotechnical exploration will be completed as per the guidelines developed by INDOT Office of Geotechnical Services.

PURPOSE

The purpose of the exploration is as follows:

- Obtain information regarding existing pavement, subsurface soil and groundwater conditions at the boring locations,
 - Determine selected engineering characteristics of the subsurface materials encountered,
 - Develop recommendations for the pavement subgrade, culvert and earthwork activities for the proposed construction based on the field and laboratory exploration.
-

Mr. Eric Wolverton, PE, American Structurepoint, Inc.

Geotechnical Proposal for Intersection Improvement of Horse Prairie Avenue and West Street, Valparaiso, Indiana

AES Proposal No. 2024-283G, August 26, 2024

Page 2 of 4

SCOPE OF WORK

Our scope of work will include the followings:

1. The test locations will be marked at the site based on accessibility and utilities. We request an existing topographic survey to estimate ground surface elevations at each boring location.
2. Indiana-811 will be notified to mark existing underground utilities near the test locations. No private utility locator is included.
3. Limited traffic control and flagmen will be provided during field drilling and sampling along existing roadways.
4. As requested, a total of six (6) pavement cores will be obtained from the existing roadways. All core samples will be brought to AES laboratory, photographed and logged. Average thickness of the core samples will be determined and recorded provided the core samples remain intact. An evaluation of the core samples will be performed based on visual observation. Results of the evaluation will be presented in a summary report.
5. The subsurface soil and groundwater conditions will be explored by drilling a total of five (5) soil borings. One (1) culvert soil boring will be drilled to a depth of 30 ft and four (4) roadway borings will be extended to 15 ft below the existing ground surface. Based on the schedule, the project will include a total of 90 linear ft of drilling.
6. Split-spoon samples will be obtained continuously below pavement in the existing roadway and then at an interval of 2.5 ft from each boring for laboratory analysis. Standard Penetration Tests (SPT) values will be recorded for each split spoon sample.
7. Groundwater level observations will be made during and immediately after as well as about 24 hours after the drilling at select locations. All holes will be backfilled in accordance with Indiana Aquifer Protection Guidelines.
8. Our exploration will include limited laboratory classification tests on representative soil samples to understand the strength, compressibility and other engineering characteristics of the subsurface materials encountered at the test locations. The scope of assumed laboratory test is included in the attached cost breakdown.
9. The results of our field exploration and laboratory tests will be utilized in the formulation of geotechnical recommendations and will be presented in a written report signed by a registered engineer.

COST ESTIMATE

The above geotechnical engineering exploration will be completed as per the attached fee schedule and the total cost will not exceed **\$17,460.00** without your prior approval and based on the following assumptions.

*Mr. Eric Wolverton, PE, American Structurepoint, Inc.
Geotechnical Proposal for Intersection Improvement of Horse Prairie Avenue and West Street, Valparaiso, Indiana
AES Proposal No. 2024-283G, August 26, 2024
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ASSUMPTIONS

The above fee is based on the following assumptions:

1. The test locations are readily accessible to an ATV-mounted drill rig. No site clearing, fence or tree removal or dozer service will be necessary to access the test locations.
2. The above cost does not include permit, safety training, MOT, stand-by time, etc. Limited traffic control and flagmen during field drilling and sampling is included.
3. While we will notify Indiana 811, we cannot assume any liability for damaging any utility lines not adequately marked in the field. No private utility locator service is included.
4. We assume that the test locations will not encounter thick concrete, slag or other obstructions that cannot be penetrated using a conventional portable core machine.
5. While the depths of the soil borings are generally adequate for the type of construction mentioned earlier, it is possible that the depth may need to be revised if poor subsurface conditions are encountered. In such an instance, we will contact you prior to any additional drilling.
6. All holes will be backfilled with the auger cuttings and patched (where applicable) after drilling. It is not possible to pack the soil back in the drill hole upon completion so tight that there will be no subsequent subsidence. This proposal does not include repair costs for landscape or surface damage. Excess cuttings (if any) will be distributed at the site.
7. We assume that all drilling and coring will be completed in one mobilization of crew and equipment during the regular working hours and can be completed in one to two 8-hour days.
8. This proposal does not include assessment or remediation of any environmental conditions present at the site. If apparently impacted materials are encountered during the field operation, the drilling will be stopped until the proper course of action is determined.
9. Our estimate covers the work needed to present our findings and recommendations in a report form. If the scope of work changes, we will discuss it with you prior to providing any additional work. The proposal is valid for ninety (90) days from the date of the proposal.

TIME ESTIMATE

AES is prepared to begin work upon receiving written authorization. Please note, a minimum of forty-eight (48) hours is required by law in order to mark the existing utilities (if any) at the site.

Based on our current workload and assuming favorable weather conditions, we would be able to submit a report in about 7 to 8 weeks from the date we receive a written authorization.

Mr. Eric Wolverton, PE, American Structurepoint, Inc.

Geotechnical Proposal for Intersection Improvement of Horse Prairie Avenue and West Street, Valparaiso, Indiana

AES Proposal No. 2024-283G, August 26, 2024

Page 4 of 4

AUTHORIZATION

The services will be performed as per the Masters Services Agreement (MSA) between American Structurepoint Inc. and AES dated December 12, 2019. If this proposal is acceptable, please provide a duly completed Work Order so that we can initiate the exploration work.

We appreciate the opportunity to offer these services and look forward to working with you on this project. If you have any questions, please feel free to contact us at your convenience.

Respectfully submitted,

Advanced Engineering Services Inc. (AES)



Akhtar Zaman, PE

Principal Engineer

anz@adv-engrs.com

Horse Prairie Ave Improvements
Valparaiso, IN

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>				
1. Mobilization and field coordination				
a. SPT Rig	1	each	\$335.00	\$335.00
b. CPT		each	\$510.00	\$0.00
c. Mileage	80	mi	\$4.10	\$328.00
2. Truck mounted borings with split spoon sampling				
a. Standard		ft	\$22.10	\$0.00
7. Hand or truck soundings				
a. Standard		ft	\$15.50	\$0.00
9. Skid mounted borings with split spoon sampling				
a. Standard (1 @ 30 ft and 4 @ 15 ft)	90	ft	\$35.50	\$3,195.00
b. Night time		ft	\$43.30	\$0.00
24. Set up for borings and machine soundings				
a. Borings and machine soundings less than 20 ft deep	4	each	\$79.30	\$317.20
b. Rock core borings		each	\$138.00	\$0.00
25. Additional 2-in. split spoon sampling	8	each	\$23.60	\$188.80
27. 3-in. Shelby tube samples		each	\$73.60	\$0.00
28. Bag Samples				
a. 25-lb sample	1	each	\$58.70	\$58.70
b. 5-lb sample		each	\$40.70	\$0.00
32. Railroad expenses			Actual Cost	
33. Twenty-four hour water levels				\$0.00
a. Field measurements per borehole				\$0.00
i. Standard	1	each	\$42.20	\$42.20
ii. Night time		each	\$55.60	\$0.00
b. PVC slotted pipe	10	ft	\$6.70	\$67.00
34. Borehole backfilling				
a. 0 to 15 ft				
i. SPT				
a. Standard	5	each	\$161.70	\$808.50
b. Night time		each	\$190.60	\$0.00
b. More than 15 ft				
i. SPT				
a. Standard	15	ft	\$8.20	\$123.00
b. Night time		ft	\$9.80	\$0.00
c. Pavement restoration				
i. Standard	6	each	\$70.50	\$423.00
ii. Night time		each	\$98.00	\$0.00
35. Equipment rental			Actual Cost	
36. Traffic control				
a. Flag crew		day	\$850.00	\$0.00
b. Equipment rental and professional traffic services			Actual Cost	
c. Flag crew with equipment	1	day	\$1,010.00	\$1,010.00
37. Centerline surveying			Actual Cost	
38. Percolation Test				
a. Granular Soils (A-1, A-2, A-3)		each	\$2,215.00	\$0.00
b. Cohesive Soils (A-4, A-5, A-6, A-7)		each	\$3,350.00	\$0.00
<u>Sub Total-Geotechnical Field:</u>				\$6,896.40

Horse Prairie Ave Improvements
Valparaiso, IN

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	5	each	\$56.00	\$280.00
40. Hydrometer analysis	5	each	\$66.00	\$330.00
41. Sieve analysis for aggregates				
a. Analysis by washing (AASHTO T-11)	5	each	\$88.00	\$440.00
b. Analysis by using (AASHTO T-27)	5	each	\$153.00	\$765.00
42. Liquid limit	5	each	\$44.00	\$220.00
43. Plastic limit & plasticity index	5	each	\$33.00	\$165.00
44. Liquid limit ratio		each	\$85.00	\$0.00
45. pH test	5	each	\$18.00	\$90.00
46. Loss on Ignition Test				
a. Loss on Ignition Test (Conventional)	15	each	\$28.00	\$420.00
47. Topsoil tests				
a. Phosphorus test		each	\$25.00	\$0.00
b. Potassium test		each	\$25.00	\$0.00
48. Moisture content test				
a. Moisture content test (conventional)	40	each	\$8.00	\$320.00
b. Moisture content test (microwave)		each	\$9.80	\$0.00
49. Expansion index of soils		each	\$273.00	\$0.00
52. Hydraulic conductivity test				
a. Constant head		each	\$273.00	\$0.00
b. Falling head		each	\$324.50	\$0.00
53. Unconfined compression test on soils & rocks				
a. Unconfined compression test (soils)	4	each	\$54.00	\$216.00
c. Point load strength index of rock		each	\$60.00	\$0.00
54. Compressive strength and elastic moduli of intact rock				
a. Compressive strength of intact rock		each	\$131.00	\$0.00
b. Elastic moduli of intact rock		each	\$495.00	\$0.00
55. Consolidation test		each	\$540.00	\$0.00
56. Triaxial Test				
a. Unconsolidated - Undrained (UU)		each	\$410.00	\$0.00
b. Consolidated - Undrained (CU)		each	\$600.00	\$0.00
c. Consolidated - Drained (CD)		each	\$840.00	\$0.00
d. Pore pressure measurement with a. or b. and use of back pressure for saturation		each	\$285.00	\$0.00
57. Direct shear test		each	\$625.00	\$0.00
58. Moisture -density relationship test				
a. Standard Proctor	1	each	\$163.00	\$163.00
b. Modified Proctor		each	\$180.00	\$0.00
59. Soil Support Testing				
a. Subgrade Resilient Modulus on remoulded soils		each	\$710.00	\$0.00
b. Resilient modulus on Shelby tube		each	\$495.00	\$0.00
60. Collapse potential evaluation test				
a. Cohesive or expansive soils		each	\$540.00	\$0.00
61. Water soluble sulfate test	2	each	\$119.00	\$238.00
62. Water soluble chloride test		each	\$119.00	\$0.00
63. Soil resistivity test		each	\$165.00	\$0.00

Sub-Total-Geotech Lab: \$3,647.00

Horse Prairie Ave Improvements
Valparaiso, IN

CONSTRUCTION INSPECTION AND MONITORING

74. Pressure meter testing services	day	\$2,020.00	
75. Mobilization of testing equipment	LS	\$270.00	
77. Integrity testing		Actual Cost	
79. Dynamic pile analysis	each	\$1,190.00	
81. Dynamic pile load test		Actual Cost	
82. CAPWAP-C analysis	each	\$670.00	

Sub-Total-Inspection:**PAVEMENT INVESTIGATION**

88. Mobilization of coring equipment	1	LS	\$265.00	\$265.00
89. Mobilization mileage for coring equipment	80	mi	\$2.40	\$192.00
90. Pavement core (partial depth)		each	\$150.00	\$0.00
91. Pavement core (full depth)				\$0.00
a. Standard	6	each	\$232.00	\$1,392.00
b. Night time		each	\$290.00	\$0.00
92. Subbase sample		each	\$71.00	\$0.00
93. Cement concrete pavement core density determination		each	\$38.50	\$0.00
94. Cement concrete core compressive strength test		each	\$38.00	\$0.00
95. Bituminous extraction test		each	\$104.00	\$0.00
96. Sieve analysis of extracted aggregate test		each	\$67.00	\$0.00
97. Recovery of asphalt from solution by Abson method		each	\$402.00	\$0.00
98. Theoretical maximum specific gravity test		each	\$87.00	\$0.00
99. Bulk specific gravity test		each	\$39.00	\$0.00
100. Air voids calculation		each	\$34.00	\$0.00
101. Core report	6	each	\$70.00	\$420.00

Sub-Total-Pavement: \$2,269.00**SUMMARY OF FEES**

Geotechnical Field:	\$6,896.40
Geotechnical Laboratory:	\$3,647.00
Pavement Investigation:	\$2,269.00
Hourly Services (See Attached):	\$4,640.00

Project Estimate: \$17,452.40

PROJECT TEAM HOURS

			PROJECT TEAM HOURS										Reimbursable Expenses	Sub-Total	
			Engineering Staff			Non-Engineering Staff			Geophysicist			CADD			Admin Staff
			Principal Engineer	Sr. Project Engineer	Project Engineer	Project Manager	Associate Proj. Mgr.	Field Scientist							
Appendix "A"	Designation/Classification	Tasks/Base Hourly Rate (\$)	\$195.00	\$160.00	\$135.00	\$128.00	\$122.00	\$116.50					\$50.00		
Geotechnical Field	1d	Marking test borings and pavement core locations (Boring/coring layout)			4									100	\$640.00
		Field checks, coordinating with utilities and sub contractors			2										\$270.00
		Obtaining required permits													\$0.00
	1e	Coordination with Property owners													\$0.00
Crop damage														\$0.00	
Traffic Control	36d	Coordinating field work with Traffic control sub-contractor													\$0.00
Geotechnical Report, Final Check Print and Foundation Review	65	Review of Historical Documents & Current Plans													\$0.00
		Prepare Exploratory Program, Review and Concurrence with INDOT			1										\$135.00
		Assign Laboratory Tests			1										\$135.00
		Prepare gINT boring Logs		1	2										\$430.00
		Review Boring Logs and Lab test data (QC/QA)		1											\$160.00
		Prepare Roadway subsurface Profiles													\$0.00
		Prepare Bridge subsurface profiles													\$0.00
		Preparation of recommendations, report, and concurrence with INDOT:													\$0.00
	a. Without Soil Subgrade Investigations.													\$0.00	
	b. With Soil Subgrade Recommendations.	1	4	4											\$1,375.00
	c. Soil Subgrade Recommendations (ONLY).														\$0.00
	d. Soil Profile Drawing														\$0.00
	e. Development of Uniques Special Provisions.														\$0.00
		Foundation review													\$0.00
		Final Check Prints	1												\$195.00
66	Data Report & Technical memoranda for DB, DBBV & PPP projects													\$0.00	
Geotechnical Analysis	67	Settlement Analysis And Recommendations For Embankment													
		a. Proposed Embankment													\$0.00
	b. Proposed and Existing Embankment.													\$0.00	
	68	Ground Modification Design													\$0.00
	69	Slope Stability Analysis													\$0.00
	70	Bridge Foundation Analysis And Recommendations													
		a. Spread foundation	1	2	2										\$785.00
		b. Deep foundation													\$0.00
		c. Settlement analysis for bridge pier foundation (i, ii, iii)													\$0.00
	71	d. Foundation on Bedrock													\$0.00
		Retaining Structure Analysis And Recommendations													
		a. Conventional Retaining Structure													\$0.00
		i. Spread Foundation													\$0.00
		ii. Deep Foundation													\$0.00
		iii. Settlement Analysis For Retaining Wall Foundations													\$0.00
b. Pile Retaining Structure Analysis And Recommendations														\$0.00	
i. Free Standing Structure														\$0.00	
ii. Retaining Structure With Tie-Back System														\$0.00	
c. Drilled-In-Pier Retaining Structure Analysis														\$0.00	
i. Free-Standing Structure														\$0.00	
ii. Retaining Structure With Tie-Back System														\$0.00	
d. Soil Nailing Wall													\$0.00		
72	Seepage Analysis													\$0.00	
73	Deep Dynamic Compaction Analysis													\$0.00	
Construction Inspection & Monitoring	76	Monitoring Geotechnical Instrumentation													
	a. Monitoring Geotechnical Instrumentation														\$0.00
	b. Field Inspector														\$0.00
	78	Field Compaction Testing													
	a. Dynamic Cone Penetration (DCP) Test														\$0.00
Non-Destructive Methods	80	b. Light Weight Deflectometer (LWD)													\$0.00
		Static Load Test													\$0.00
	83	Final Construction Inspection Report													\$0.00
	84	Foundations													\$0.00
	Geophysical Investigations	85	Geophysical Investigations												\$0.00
Project Management (For Lead Geotechnical Consultant Only)	86	Project Management													
	a. Project Coordination														\$0.00
	b. Project Website														\$0.00
	87	Geotechnical Review													
Pavement Investigation	102	a. Structure Report													\$0.00
		b. Roadway Report													\$0.00
		Pavement Analysis and Report	1	2											\$515.00
Total Hours			4	10	16	0	0	0	0	0	0	0	0	100	
Fee by Classification and Total			\$4,540.00			\$0.00							\$100.00	\$4,640.00	



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-PQ
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

June 17, 2024

Prequalification Section
(317) 232-5094

Cash Canfield
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification Financial Update Application submitted on 6/6/2024 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/14/2024. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2025. Your General/Technical approval will expire on 08/31/2025.

Your Firm's annual contracting capacity for the Cognizant Audit Level is \$147,916,032.00 for the fiscal period that ended on 12/31/2023. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "John A. Leming", is written over a light blue horizontal line.

John A. Leming
Prequalification Research Analyst

cc: Prequalification File
External Audit

www.in.gov/dot/

An Equal Opportunity Employer

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 06/17/2024

American Structurepoint, Inc.

Valid Work Groups

Effective: 06/14/2024 **Expires on:** 08/31/2025

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Rajbhara, Rahul M
2.1	Traffic Data Collection	Shah, Hardik R
2.2	Traffic Forecasting	Shah, Hardik R
3.1	Non-Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
3.2	Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
4.1	Traffic Safety Analysis	Shah, Hardik R
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Hope, Briana M
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.8	Noise Analysis and Abatement Design	Walker, Kaitlynn
5.12	Karst Studies	Walker, Kaitlynn L
5.13	ESA Screening and Phase I ESA	King, Michael 

Work Type Code	Work Type Description	Qualifying Person(s)
5.14	Phase II ESA and Further Site Investigation/Corrective Action	King, Michael A
6.1	Topographic Survey Data Collection	Douglas, Jeffrey Hood, John N
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
8.3	Roundabout Design	Balog, Jeremiah S
9.1	Level 1 Bridge Design	Cummins, Ryan M Gorak, Kevin M
9.2	Level 2 Bridge Design	Cummins, Ryan M Gorak, Kevin M
10.1	Traffic Signal Design	Shah, Hardik R
10.2	Traffic Signal System Design	Shah, Hardik R
10.3	Complex Roadway Sign Design	Shah, Hardik R
10.4	Lighting Design	Schneider, Elizabeth M
11.1	Right of Way Plan Development	McGill, Tracy L Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tennancour, Syvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Dubyel, Joe Machala, David P

Work Type Code	Work Type Description	Qualifying Person(s)
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Day, Derrek W
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M
16.1	Utility Coordination	Stetzel, James
17.1	Drainage Design for Driveway Permits	Murphy, Nicholas
17.2	Small Structure and Pipe Hydraulic Design	Stout, Todd
17.3	Storm Sewer and Detention Design	Stout, Todd
17.4	Bridge Hydraulic Design	Cummins, Ryan M Day, Derrek W
18.1	Pavement Analysis-Design Services	Maurovich, Michael J

cc: Prequalification File



John A. Leming
Prequalification Research Analyst



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

External Audit <http://www.in.gov/indot/2846.htm>
Division of Economics, External Audit, and Performance Metrics

June 14, 2024

Re: Report on Review of Financial Prequalification submission
For Fiscal Year Ending: **December 31, 2023**

Scott S. Scoville, CFO
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Dear Mr. Scoville

External Audit has reviewed the Financial Prequalification submittal by American Structurepoint, Inc for the fiscal year ending December 31, 2023. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, please contact the Prequalification Section directly.

We reviewed an Indirect Cost Schedule and associated required documents for Financial Prequalification submitted for the Cognizant Audit Level as application #58736.

Per the Mayer Hoffman McCann P.C. report, the Indirect Cost Schedule was audited in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States and 48 CFR Part 31, with an audited indirect cost rate of 187.89%, facilities capital cost of money rate of 0.85% and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of American Structurepoint, Inc. for the period ending December 31, 2023.

Per their report dated June 6, 2024, Ohio Department of Transportation performed a cognizant review and concurred with the audited rates of American Structurepoint, Inc. for the period ending December 31, 2023.

Indiana Department of Transportation (INDOT) accepts the use of these rates for invoicing of services provided during the firm's fiscal period covered by this report, for contracts with or administered through the agency. INDOT also accepts the use of these rates as provisional rates for estimating, negotiating and billing current contracts with or administered through the agency. This provisional rate acceptance expires June 30, 2025. Costs billed to contracts with federal participation are subject to audit for compliance with the cost principles contained in 48 CFR Part 31. With the financial prequalification accepted at the Cognizant Audit Level, this firm is **not** restricted to total annual billings of less than \$250,000.00 for a contract or contracts with or administered through INDOT.

Total wages and salaries (not including bonuses, profit share, company retirement contributions, or other unallowable forms of indirect compensation) were submitted as \$37,602,089 Direct and \$36,355,927 Indirect, for a total of \$73,958,016.



INDIANA DEPARTMENT OF TRANSPORTATION

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Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

The audited financial submission for this firm documents the separation of direct and unallowable indirect vehicle operating cost from allowable indirect vehicle operating costs. This firm may bill and be reimbursed for direct miles billed for contracted services in accordance with State statute and policy.

Issues concerning the financial data submitted to the Agency and the allowable indirect cost rates accepted by External Audit are subject to the following procedures. All CPA workpapers used as the basis to establish an audited overhead rate must be made available to INDOT for review at a location of mutual agreement, as determined by INDOT and the consultant firm. The consultant firm named above is solely responsible for all costs billed by the firm's Independent CPA related to the review of the auditor's work papers by the agency. INDOT and American Council of Engineering Companies agreed to the implementation of a Dispute Resolution Procedure effective January 1, 2008. Firms wishing to dispute the indirect cost rates allowed by the agency may request a meeting with Natalya Clark, Manager of External Audit, (NClark@INDOT.IN.GOV).

This letter is for internal use only and shall not be used for any other purpose. Occasionally, INDOT receives requests from other state transportation agencies to share the financial data for firms providing financial prequalification submissions to our agency, and we may respond to those requests. Firms offering "engineering and design services", as defined under 23 USC 112(b) (2) (A), who have submitted financial data for Prequalification with INDOT will receive a notification from External Audit summarizing any such data provided and identifying the agency and contact person receiving the information.

If you have any questions or concerns regarding your financial submission or the allowable indirect cost rate for your firm, you may contact External Audit directly.

Sincerely,

Janet Ellis

Janet L. Ellis, External Auditor
JanetEllis@INDOT.IN.GOV

cc: Natalya Clark, Manager of External Audit, INDOT
Matthew Sutton, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: City of Valparaiso

Des. No.: 2300659

Project Description: Horse Prairie Avenue / South Campbell Street Extension from US 30 to Boundary Street/ Distillery Street

Consultant Name: American Structurepoint, Inc.

1. Review the contract document:

- a. ☒ Verify that the draft contract is consistent with the latest INDOT boilerplate.
- b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
- c. ☒ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
- d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
- e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.

2. ☒ Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.

3. ☒ Verify the Appendix "D" compensation method is appropriate for the scope of work.

- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
- b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
- c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
- d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at:
http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf

4. ☒ Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:

- a. ☒ Itemization of task elements with estimated hours by employee classification.
- b. ☒ Cost calculations show the overhead rate and profit rate has been applied.

6. Analyze the Consultant Fee Proposal.

- a. ☒ Confirm the task elements are relevant to the scope of work.
- b. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: <http://www.in.gov/indot/2730.htm>.
- c. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
- d. ☒ Confirm, to the extent possible, major task element and overall cost totals are not excessive.

7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?

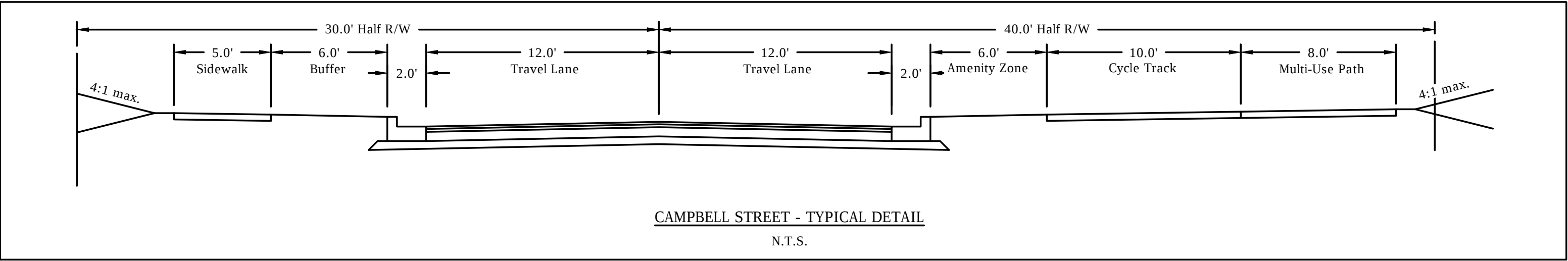
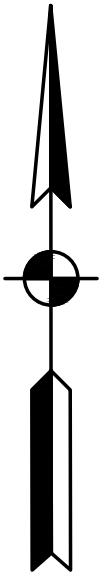
- a. ☒ Not Applicable
- b. ☐ Engineer's Assignment is attached.

ERC Signature: _____ Date: _____

Printed Name: _____



DESIGN SPEED = 30 MPH



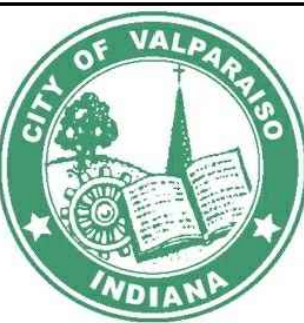
RECOMMENDED FOR APPROVAL _____	
DATE _____	
DESIGNED _____	DRAWN_MRR 11/16/22
CHECKED _____	CHECKED _____

CITY OF VALPARAISO
ENGINEERING DEPARTMENT

CAMPBELL STREET
US 30 TO BOUNDARY STREET

REVISION NUMBER & DATE

CONCEPTUAL LAYOUT



HORIZONTAL SCALE
1" = 80'
VERTICAL SCALE
N/A

SHEET
1 OF 1