



### **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  
1<sup>st</sup> Source Bank*

*Robert Cotton  
City Council  
Member*

#### **Auxiliary Member**

*John Nupnau  
Nupnau 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, December 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, December 12th.** This meeting will be held by the Valparaiso Redevelopment Commission at Valparaiso City Hall, 166 W. Lincolnway, Valparaiso, Indiana on **December 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
  - a. December 12, 2024 Executive Session Minutes (Bill Durnell)
  - b. November 14, 2024 Meeting Minutes (Bill Durnell)
2. Approval of Claims Register and Financial Report (George Douglas)
3. Indiana Ave Cultural Trail Request Funds for PE Services (Max Rehlander)
4. Lincolnway Campbell Request Funds for Supplemental Agreement (Max Rehlander)
5. Other Business
6. Public Comment
7. 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](mailto: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.**

- January 9, 2024
- February 8, 2025

**Valparaiso Redevelopment Commission  
Memoranda of Minutes**

The Valparaiso Redevelopment Commission met in executive session on **December 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**  
**November 14, 2024**

The regular meeting of the Valparaiso Redevelopment Commission was called to order at 4:14 p.m. on Thursday, November 14, 2024. President Rob Thorgren presided.

Members present were: Barbara Domer, Bill Durnell and Robert Cotton. Also present were Director of Development George Douglas, City Attorney Patrick Lyp and Engineering Director Max Rehlander and members of the public. Trish Sarkisian and Frank Dessuit were not in attendance.

**ITEM #1- MINUTES: (00:58)**

Mr. Durnell stated Commission members met for the Executive session.

Motion: Mr. Durnell moved to approve the November 14, 2024, Executive meeting Minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

Mr. Durnell reported copies of the October 17, 2024, regular meeting minutes were distributed to members for their review prior to the meeting. After reviewing the minutes, all seemed in order.

Motion: Mr. Durnell moved to approve the October 17, 2024, meeting minutes. Mr. Cotton seconded. A voice vote was unanimously carried.

**ITEM #2 CLAIMS REGISTER AND FINANCIAL REPORT: (2:00)**

Mr. Douglas reported that the Commission was sent the November 2024 Claims Registers and October Financial Report prior to the meeting. Mr. Douglas highlighted a few key claims and noteworthy items in the Claims Register and October Financial Report.

Discussion from Commission members ensued. Questions and items of discussion included:

- Relocation Fee for Lincolnway Campbell
- Burke Constanza Carberry invoices
- Bond interest

City staff answered and addressed questions and discussion items.

Motion: Mr. Cotton motioned to approve the November Register and October Financial Report. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

**ITEM #3 AUTHORIZATION FOR RDC DIRECTOR TO ISSUE AN RFI FOR VALPONET: (12:47)**

Ice Miller was hired at the end of 2022 to explore what options are available for ValpoNet as we look to monetize the assets or the services that are currently being provided. Working with Ice Miller and Bryan Baker, our consultant for ValpoNet, an RFI was created. Mr. Douglas would like to send out the RFI to existing service providers and other interested parties as well as post it on the RDC webpage. The RFI is due January 9, 2025. Once responses are received, the RFIs will be reviewed. Options and next steps, such as decide to move forward with an RFP or if we keep ValpoNet as is, will be brought back before the Commission. There is maximum flexibility with the RFI since it is a way to figure out what the market thinks would be options to monetize it.

Discussion from Commission members ensued. Questions and items of discussion included:

- Whether the vacant conduit is included in RFI

City staff answered and addressed questions and discussion items.

Motion: Mr. Cotton motioned to approve the Authorization for RDC Director to Issue an RFI for ValpoNet. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

**ITEM #4 2025 DRAFT BUDGET: (21:35)**

Mr. Douglas presented the budget for 2025. After the previous meeting, a few changes were made to the budget from the input received from the Commission members. Mr. Douglas highlighted the changes made to the budget.

The General Fund are funds that not bound or restricted to an allocation area. Moving forward the monthly interest income received will be split 50/50 between the General Fund and the Allocation Fund. At the end of the year the Trust Indiana interest is distributed and will also be split 50/50 between the General Fund and Allocation Fund.

Highlighting some expenditures in the General Fund in 2025, Neighborhood grants were proposed to be increased from \$200,000 to \$215,000 based on the \$15,000 estimate from Community Engagement Director Maggie Clifton that will be carried over to 2025. Operations/City Services previously was part of the Allocation and has now become part of our General Fund. The final number was received from Clerk Treasurer Holly Taylor, which is \$520,000, which is \$80,000 below original budget estimate. Mr. Douglas stated that the General Fund would start the year with a balance of approximately \$4.5 million. A final number won't be available until the final tax draw is received at the end of the year.

Under TIF receipts there are no change, but interest income is now split evenly between the General Fund and Allocated Funds as mentioned previously.

No change in expenditures for Debt Service. The 2016B and 2019 bonds will be paid off and the Debt Reserve Funds will come off the budget.

Under Environmental Protection the budgeted amount will change from \$300,000 to \$125,000. If the Regal Beloit building is acquired, anticipate needing less dollars next year for environmental protection, so shifted reduction into Housing Initiatives – Property Acquisition.

Professional Studies is a new category in 2025. This fund will be used for land planning and economic development planning in the Park 30 area. The original budgeted amount was \$450,000 and has been changed to \$375,000. The \$75,000 difference will be moved to Housing Initiatives - Property Acquisition.

Project Expenses includes a new category for Workforce Housing Initiatives which was initially budgeted at \$750,000. After feedback from the previous meeting and subsequent discussions, Property Acquisition has changed to \$500,000. Workforce Housing will have a total of \$1 million in the budget. The budget expenses are still neutral from previous draft budget presented last month.

The estimated TIF Funds beginning balance increased due to the \$1.3 million received from the RDA.

Discussion from Commission members ensued throughout budget presentation. Questions and items of discussion included:

- Which departments make up the \$520,000
- What is budgeted for Environmental Protection
- Whether Paradise Homes will use any funds from the Workforce Housing Initiatives
- How granular is the revenue estimate
- Are there postmortem or in progress status check on particular projects

City staff answered and addressed questions and discussion items.

Motion: Mr. Cotton motioned to approve the 2025 Budget. Mr. Durnell seconded the motion. A voice vote was unanimously carried.

**ITEM #5 OTHER BUSINESS: (46:05)**

None.

**ITEM #7 PUBLIC COMMENT: (46:15)**

None.

**ITEM #8 ADJOURNMENT: (46:24)**

Staff said they had no further items for the Commission's consideration. Mr. Cotton motioned to adjourn the meeting with Mr. Durnell seconding. A voice vote was unanimously carried. Meeting adjourned at 4:56 p.m.

  
Bill Durnell, Secretary

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

December 12, 2024

  
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

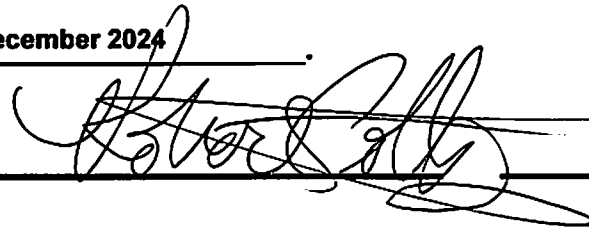
11213220CITY OF VALPARAISO

APV 7368-7404

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 8 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 1,091,261.91.

Dated this 12th day of December 2024.

Signatures of Governing Board

Date: 12/06/2024 02:52:15 PM

APVREGISTER.FRX

## Accounts Payable Register

APV Register Batch - RDC DEC 12, 2024 BOARD MTG 7368-7404

All History

Grouped By Fund Number, Appropriation, APV Number

Ordered By Appropriation, APV Number

| DATE<br>FILED                                              | APV # | NAME OF PAYEE                | PO # | APPROP #       | APPROPRIATION        | DESCRIPTION                                                            | AMOUNT   | CHECK # | DATE       | MEMORANDUM |
|------------------------------------------------------------|-------|------------------------------|------|----------------|----------------------|------------------------------------------------------------------------|----------|---------|------------|------------|
| <b>**Fund Number 4445 RDC CONSOLIDATED AREA (TIF)</b>      |       |                              |      |                |                      |                                                                        |          |         |            |            |
| <b>**Appropriation 4445020304.000 RDC TIF - OPERATIONS</b> |       |                              |      |                |                      |                                                                        |          |         |            |            |
| <b>**APV Number 7370</b>                                   |       |                              |      |                |                      |                                                                        |          |         |            |            |
| 12/04/2024                                                 | 7370  | MKSK, INC                    |      | 4445020304.000 | RDC TIF - OPERATIONS | PROF SVCS THRU 10/31/24,<br>WEST ST CORRIDOR PLAN                      | 8823.40  | 8554    | 12/12/2024 |            |
| <b>SubTotal APV Number 7370</b>                            |       |                              |      |                |                      |                                                                        | 8823.40  |         |            |            |
| <b>**APV Number 7371</b>                                   |       |                              |      |                |                      |                                                                        |          |         |            |            |
| 12/04/2024                                                 | 7371  | MARY JANE THOMAS             |      | 4445020304.000 | RDC TIF - OPERATIONS | LIBRARY GARDEN CDBG OCRA<br>GRANT DOCUMENTATION<br>SUBMISSION & REVIEW | 496.00   | 8562    | 12/12/2024 |            |
| <b>SubTotal APV Number 7371</b>                            |       |                              |      |                |                      |                                                                        | 496.00   |         |            |            |
| <b>**APV Number 7372</b>                                   |       |                              |      |                |                      |                                                                        |          |         |            |            |
| 12/04/2024                                                 | 7372  | BARNES AND THORNBURG,<br>LLP |      | 4445020304.000 | RDC TIF - OPERATIONS | LOBBYING NOVEMBER 2024                                                 | 5000.00  | 8558    | 12/12/2024 |            |
| 12/04/2024                                                 | 7372  | BARNES AND THORNBURG,<br>LLP |      | 4445020304.000 | RDC TIF - OPERATIONS | LEGAL SVCS HAGEMAN<br>AGREEMENTS                                       | 909.00   | 8558    | 12/12/2024 |            |
| 12/04/2024                                                 | 7372  | BARNES AND THORNBURG,<br>LLP |      | 4445020304.000 | RDC TIF - OPERATIONS | LOBBYING DECEMBER 2024,<br>ACCESS INDIANA ILRC EMP<br>LOB REQ          | 5215.00  | 8558    | 12/12/2024 |            |
| <b>SubTotal APV Number 7372</b>                            |       |                              |      |                |                      |                                                                        | 11124.00 |         |            |            |
| <b>**APV Number 7373</b>                                   |       |                              |      |                |                      |                                                                        |          |         |            |            |
| 12/04/2024                                                 | 7373  | CENDER & COMPANY LLC         |      | 4445020304.000 | RDC TIF - OPERATIONS | PROF SVCS 10/1-10/31, 2025<br>SPENDING PLAN & IN TOUCH<br>PHARMA       | 1251.25  | 8551    | 12/12/2024 |            |
| <b>SubTotal APV Number 7373</b>                            |       |                              |      |                |                      |                                                                        | 1251.25  |         |            |            |
| <b>SubTotal Appropriation 4445020304.000</b>               |       |                              |      |                |                      |                                                                        | 21694.65 |         |            |            |

**\*\*Appropriation 4445020307.000 RDC TIF - BOND OBLIGATIONS****\*\*APV Number 7374**



## Accounts Payable Register

Date: 12/06/2024 02:52:15 PM

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| DATE<br>FILED                                                             | APV # | NAME OF PAYEE                   | PO # | APPROP #       | APPROPRIATION                              | DESCRIPTION                                             | AMOUNT   | CHECK # | DATE       | MEMORANDUM |
|---------------------------------------------------------------------------|-------|---------------------------------|------|----------------|--------------------------------------------|---------------------------------------------------------|----------|---------|------------|------------|
| 12/06/2024                                                                | 7377  | VALPARAISO COMMUNITY<br>SCHOOLS |      | 4445020308.000 | RDC TIF - SCHOOL<br>CHALLENGE GRANTS       | 2024 CHALLENGE GRANT                                    | 3495.00  | 8549    | 12/12/2024 |            |
| SubTotal APV Number 7377                                                  |       |                                 |      |                |                                            |                                                         | 3495.00  |         |            |            |
| SubTotal Appropriation 4445020308.000                                     |       |                                 |      |                |                                            |                                                         | 3495.00  |         |            |            |
| **Appropriation 4445020312.000 RDC TIF - VALPONET                         |       |                                 |      |                |                                            |                                                         |          |         |            |            |
| **APV Number 7368                                                         |       |                                 |      |                |                                            |                                                         |          |         |            |            |
| 11/22/2024                                                                | 7368  | NIPSCO                          |      | 4445020312.000 | RDC TIF - VALPONET                         | 10 NAPOLEON 10/16-11/14                                 | 69.32    | 8543    | 11/22/2024 |            |
| SubTotal APV Number 7368                                                  |       |                                 |      |                |                                            |                                                         | 69.32    |         |            |            |
| **APV Number 7378                                                         |       |                                 |      |                |                                            |                                                         |          |         |            |            |
| 12/06/2024                                                                | 7378  | GGNET, INC                      |      | 4445020312.000 | RDC TIF - VALPONET                         | MONITORING FOUR FIBER<br>STRANDS, AUTO CALL<br>RESPONSE | 250.00   | 8571    | 12/12/2024 |            |
| SubTotal APV Number 7378                                                  |       |                                 |      |                |                                            |                                                         | 250.00   |         |            |            |
| **APV Number 7379                                                         |       |                                 |      |                |                                            |                                                         |          |         |            |            |
| 12/06/2024                                                                | 7379  | NITCO                           |      | 4445020312.000 | RDC TIF - VALPONET                         | BUSINESS INTERNET<br>VALPONET 12/1-12/31                | 89.95    | 8566    | 12/12/2024 |            |
| SubTotal APV Number 7379                                                  |       |                                 |      |                |                                            |                                                         | 89.95    |         |            |            |
| SubTotal Appropriation 4445020312.000                                     |       |                                 |      |                |                                            |                                                         | 409.27   |         |            |            |
| **Appropriation 4445020313.000 RDC TIF - BUILDING<br>IMPROVEMENTS/FACADES |       |                                 |      |                |                                            |                                                         |          |         |            |            |
| **APV Number 7380                                                         |       |                                 |      |                |                                            |                                                         |          |         |            |            |
| 12/08/2024                                                                | 7380  | BROWN'S DAIRY INC               |      | 4445020313.000 | RDC TIF - BUILDING<br>IMPROVEMENTS/FACADES | FACADE GRANT VALPO VELVET                               | 63185.02 | 8559    | 12/12/2024 |            |
| SubTotal APV Number 7380                                                  |       |                                 |      |                |                                            |                                                         | 63185.02 |         |            |            |
| SubTotal Appropriation 4445020313.000                                     |       |                                 |      |                |                                            |                                                         | 63185.02 |         |            |            |
| **Appropriation 4445020315.000 RDC TIF - INDUSTRIAL<br>INFRASTRUCTURE     |       |                                 |      |                |                                            |                                                         |          |         |            |            |
| **APV Number 7381                                                         |       |                                 |      |                |                                            |                                                         |          |         |            |            |
| 12/06/2024                                                                | 7381  | TAFT STETTINIUS & HOLLISTER     |      | 4445020315.000 | RDC TIF - INDUSTRIAL                       | PROFESSIONAL SVCS,                                      | 3086.00  | 8567    | 12/12/2024 |            |

## Accounts Payable Register

**\*\*Appropriation 4445020327.000 RDC - DOWNTOWN HOUSING/PARKING**

## Accounts Payable Register

Date: 12/06/2024 02:52:16 PM

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| DATE<br>FILED                         | APV # | NAME OF PAYEE             | PO # | APPROP #       | APPROPRIATION                     | DESCRIPTION                                         | AMOUNT     | CHECK # | DATE       | MEMORANDUM |
|---------------------------------------|-------|---------------------------|------|----------------|-----------------------------------|-----------------------------------------------------|------------|---------|------------|------------|
| **APV Number 7369                     |       |                           |      |                |                                   |                                                     |            |         |            |            |
| 11/22/2024                            | 7369  | VALPARAISO CITY UTILITIES |      | 4445020327.000 | RDC - DOWNTOWN<br>HOUSING/PARKING | 16 INDIANA 9/15-10/15                               | 56.64      | 8544    | 11/22/2024 |            |
| SubTotal APV Number 7369              |       |                           |      |                |                                   |                                                     | 56.64      |         |            |            |
| **APV Number 7385                     |       |                           |      |                |                                   |                                                     |            |         |            |            |
| 12/06/2024                            | 7385  | RYDIN DECAL               |      | 4445020327.000 | RDC - DOWNTOWN<br>HOUSING/PARKING | UNIV PROMENADE & LINC<br>RESIDENT PERMITS, SHIPPING | 288.06     | 8563    | 12/12/2024 |            |
| SubTotal APV Number 7385              |       |                           |      |                |                                   |                                                     | 288.06     |         |            |            |
| **APV Number 7386                     |       |                           |      |                |                                   |                                                     |            |         |            |            |
| 12/06/2024                            | 7386  | TRI-ELECTRONICS           |      | 4445020327.000 | RDC - DOWNTOWN<br>HOUSING/PARKING | CAMERA HARDWARE &<br>INFRASTRUCTURE                 | 119949.92  | 8576    | 12/12/2024 |            |
| SubTotal APV Number 7386              |       |                           |      |                |                                   |                                                     | 119949.92  |         |            |            |
| **APV Number 7387                     |       |                           |      |                |                                   |                                                     |            |         |            |            |
| 12/06/2024                            | 7387  | VALPARAISO CITY UTILITIES |      | 4445020327.000 | RDC - DOWNTOWN<br>HOUSING/PARKING | 301 LINCOLNWAY (PARKING<br>GARAGE) 10/15-11/12      | 148.52     | 8569    | 12/12/2024 |            |
| SubTotal APV Number 7387              |       |                           |      |                |                                   |                                                     | 148.52     |         |            |            |
| **APV Number 7388                     |       |                           |      |                |                                   |                                                     |            |         |            |            |
| 12/06/2024                            | 7388  | NITCO                     |      | 4445020327.000 | RDC - DOWNTOWN<br>HOUSING/PARKING | PARKING GARAGE INTERNET &<br>PHONE 12/1-12/31       | 199.91     | 8566    | 12/12/2024 |            |
| SubTotal APV Number 7388              |       |                           |      |                |                                   |                                                     | 199.91     |         |            |            |
| **APV Number 7389                     |       |                           |      |                |                                   |                                                     |            |         |            |            |
| 12/06/2024                            | 7389  | NIPSCO                    |      | 4445020327.000 | RDC - DOWNTOWN<br>HOUSING/PARKING | 301 LINCOLNWAY (PARKING<br>GARAGE) 10/28-11/26      | 1599.26    | 8565    | 12/12/2024 |            |
| SubTotal APV Number 7389              |       |                           |      |                |                                   |                                                     | 1599.26    |         |            |            |
| SubTotal Appropriation 4445020327.000 |       |                           |      |                |                                   |                                                     | 122242.31  |         |            |            |
| SubTotal Fund Number 4445             |       |                           |      |                |                                   |                                                     | 1009646.70 |         |            |            |

**\*\*Fund Number 4651 RDC GENERAL****\*\*Appropriation 4651020305.000 RDC GENERAL - INITIATIVES****\*\*APV Number 7390**

## Accounts Payable Register

Date: 12/06/2024 02:52:16 PM

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| DATE<br>FILED            | APV # | NAME OF PAYEE                                     | PO # | APPROP #       | APPROPRIATION             | DESCRIPTION                                                 | AMOUNT   | CHECK<br>CHECK # DATE | MEMORANDUM |
|--------------------------|-------|---------------------------------------------------|------|----------------|---------------------------|-------------------------------------------------------------|----------|-----------------------|------------|
| 12/06/2024               | 7390  | H3 CONCRETE, INC.                                 |      | 4651020305.000 | RDC GENERAL - INITIATIVES | SIDEWALK PKG 1                                              | 49751.43 | 8575 12/12/2024       |            |
| 12/06/2024               | 7390  | H3 CONCRETE, INC.                                 |      | 4651020305.000 | RDC GENERAL - INITIATIVES | HARRISON WEST/MISTWOOD                                      | 17988.20 | 8575 12/12/2024       |            |
| SubTotal APV Number 7390 |       |                                                   |      |                |                           |                                                             | 67739.63 |                       |            |
| **APV Number 7391        |       |                                                   |      |                |                           |                                                             |          |                       |            |
| 12/06/2024               | 7391  | BEAUTY CREEK ESTATES AT<br>WINDSOR PARK NORTH POA |      | 4651020305.000 | RDC GENERAL - INITIATIVES | 2024 NEIGHBORHOOD GRANTS                                    | 500.00   | 8548 12/12/2024       |            |
| SubTotal APV Number 7391 |       |                                                   |      |                |                           |                                                             | 500.00   |                       |            |
| **APV Number 7392        |       |                                                   |      |                |                           |                                                             |          |                       |            |
| 12/06/2024               | 7392  | MILES TURSMAN                                     |      | 4651020305.000 | RDC GENERAL - INITIATIVES | 2024 NEIGHBORHOOD GRANT,<br>OAK GROVE                       | 1200.00  | 8553 12/12/2024       |            |
| SubTotal APV Number 7392 |       |                                                   |      |                |                           |                                                             | 1200.00  |                       |            |
| **APV Number 7393        |       |                                                   |      |                |                           |                                                             |          |                       |            |
| 12/06/2024               | 7393  | MICHAEL E. NOVOTNEY                               |      | 4651020305.000 | RDC GENERAL - INITIATIVES | 2024 NEIGHBORHOOD GRANT,<br>JESSEE-PIFER REEDS<br>MATERIALS | 581.55   | 8552 12/12/2024       |            |
| 12/06/2024               | 7393  | MICHAEL E. NOVOTNEY                               |      | 4651020305.000 | RDC GENERAL - INITIATIVES | 2024 NEIGHBORHOOD GRANT,<br>JESSEE-PIFER TILLER RENTAL      | 101.65   | 8552 12/12/2024       |            |
| SubTotal APV Number 7393 |       |                                                   |      |                |                           |                                                             | 683.20   |                       |            |
| **APV Number 7394        |       |                                                   |      |                |                           |                                                             |          |                       |            |
| 12/06/2024               | 7394  | MICHIGAN PLAYGROUNDS, LLC                         |      | 4651020305.000 | RDC GENERAL - INITIATIVES | 2024 NEIGHBORHOOD GRANT,<br>BICENTENNIAL                    | 1245.00  | 8574 12/12/2024       |            |
| SubTotal APV Number 7394 |       |                                                   |      |                |                           |                                                             | 1245.00  |                       |            |
| **APV Number 7395        |       |                                                   |      |                |                           |                                                             |          |                       |            |
| 12/06/2024               | 7395  | G&G LANDSCAPE, INC                                |      | 4651020305.000 | RDC GENERAL - INITIATIVES | 2024 NEIGHBORHOOD GRANT,<br>TIMBERBRIDGE                    | 2500.00  | 8572 12/12/2024       |            |
| SubTotal APV Number 7395 |       |                                                   |      |                |                           |                                                             | 2500.00  |                       |            |
| **APV Number 7396        |       |                                                   |      |                |                           |                                                             |          |                       |            |
| 12/08/2024               | 7396  | REED'S NURSERY LLC                                |      | 4651020305.000 | RDC GENERAL - INITIATIVES | 2024 NEIGHBORHOOD GRANT,<br>BICENTENNIAL                    | 217.50   | 8561 12/12/2024       |            |

## Accounts Payable Register

Date: 12/06/2024 02:52:16 PM

APVREGISTER.FRX

| DATE<br>FILED                                                             | APV # | NAME OF PAYEE                         | PO # | APPROP #       | APPROPRIATION                              | DESCRIPTION                                        | AMOUNT   | CHECK # | DATE       | MEMORANDUM |
|---------------------------------------------------------------------------|-------|---------------------------------------|------|----------------|--------------------------------------------|----------------------------------------------------|----------|---------|------------|------------|
| SubTotal APV Number 7396                                                  |       |                                       |      |                |                                            |                                                    | 217.50   |         |            |            |
| **APV Number 7397                                                         |       |                                       |      |                |                                            |                                                    |          |         |            |            |
| 12/06/2024                                                                | 7397  | MENARDS, INC.                         |      | 4651020305.000 | RDC GENERAL - INITIATIVES                  | 2024 NEIGHBORHOOD GRANT, BICENTENNIAL              | 659.52   | 8564    | 12/12/2024 |            |
| 12/06/2024                                                                | 7397  | MENARDS, INC.                         |      | 4651020305.000 | RDC GENERAL - INITIATIVES                  | 2024 NEIGHBORHOOD GRANT, BICENTENNIAL              | 27.93    | 8564    | 12/12/2024 |            |
| 12/06/2024                                                                | 7397  | MENARDS, INC.                         |      | 4651020305.000 | RDC GENERAL - INITIATIVES                  | 2024 NEIGHBORHOOD GRANT, BICENTENNIAL              | 19.99    | 8564    | 12/12/2024 |            |
| SubTotal APV Number 7397                                                  |       |                                       |      |                |                                            |                                                    | 707.44   |         |            |            |
| **APV Number 7398                                                         |       |                                       |      |                |                                            |                                                    |          |         |            |            |
| 12/06/2024                                                                | 7398  | HALL SIGNS, INC.                      |      | 4651020305.000 | RDC GENERAL - INITIATIVES                  | 2024 NEIGHBORHOOD GRANT, JESSEE-PIFER & BANTA      | 1491.88  | 8560    | 12/12/2024 |            |
| SubTotal APV Number 7398                                                  |       |                                       |      |                |                                            |                                                    | 1491.88  |         |            |            |
| **APV Number 7399                                                         |       |                                       |      |                |                                            |                                                    |          |         |            |            |
| 12/06/2024                                                                | 7399  | BOWMAN DISPLAYS DIGITAL IMAGING, INC. |      | 4651020305.000 | RDC GENERAL - INITIATIVES                  | 2024 NEIGHBORHOOD GRANT, CENTRAL                   | 2417.24  | 8573    | 12/12/2024 |            |
| SubTotal APV Number 7399                                                  |       |                                       |      |                |                                            |                                                    | 2417.24  |         |            |            |
| **APV Number 7400                                                         |       |                                       |      |                |                                            |                                                    |          |         |            |            |
| 12/06/2024                                                                | 7400  | SIMKO SIGNS                           |      | 4651020305.000 | RDC GENERAL - INITIATIVES                  | 2024 NEIGHBORHOOD GRANT, COURTYARDS @ PEPPER CREEK | 1200.00  | 8570    | 12/12/2024 |            |
| SubTotal APV Number 7400                                                  |       |                                       |      |                |                                            |                                                    | 1200.00  |         |            |            |
| SubTotal Appropriation 4651020305.000                                     |       |                                       |      |                |                                            |                                                    | 79901.89 |         |            |            |
| **Appropriation 4651020320.000 RDC GENERAL - GREEN INITIATIVES/PUBLIC ART |       |                                       |      |                |                                            |                                                    |          |         |            |            |
| **APV Number 7401                                                         |       |                                       |      |                |                                            |                                                    |          |         |            |            |
| 12/06/2024                                                                | 7401  | DIGITAL GRAPHIC SOLUTIONS, LLC        |      | 4651020320.000 | RDC GENERAL - GREEN INITIATIVES/PUBLIC ART | RDC PUBLIC ART, UTILITY BOX                        | 895.00   | 8550    | 12/12/2024 |            |
| SubTotal APV Number 7401                                                  |       |                                       |      |                |                                            |                                                    | 895.00   |         |            |            |
| SubTotal Appropriation 4651020320.000                                     |       |                                       |      |                |                                            |                                                    | 895.00   |         |            |            |

## Accounts Payable Register

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| DATE<br>FILED                                                    | APV # | NAME OF PAYEE    | PO # | APPROP #       | APPROPRIATION                     | DESCRIPTION                                     | AMOUNT     | CHECK<br>CHECK # DATE | MEMORANDUM |
|------------------------------------------------------------------|-------|------------------|------|----------------|-----------------------------------|-------------------------------------------------|------------|-----------------------|------------|
| SubTotal Fund Number 4651                                        |       |                  |      |                |                                   |                                                 | 80786.89   |                       |            |
| **Fund Number 4653 RDC GRANTS                                    |       |                  |      |                |                                   |                                                 |            |                       |            |
| **Appropriation 4653020010.000 RDC GRANT - TOD TRAIL TO DOWNTOWN |       |                  |      |                |                                   |                                                 |            |                       |            |
| **APV Number 7402                                                |       |                  |      |                |                                   |                                                 |            |                       |            |
| 12/06/2024                                                       | 7402  | DLZ INDIANA, LLC |      | 4653020010.000 | RDC GRANT - TOD TRAIL TO DOWNTOWN | PROFESSIONAL SVCS 10/5-11/1, MULTIUSE TRAIL     | 706.32     | 8557 12/12/2024       |            |
| SubTotal APV Number 7402                                         |       |                  |      |                |                                   |                                                 | 706.32     |                       |            |
| SubTotal Appropriation 4653020010.000                            |       |                  |      |                |                                   |                                                 | 706.32     |                       |            |
| **Appropriation 4653020011.000 RDC GRANT - SR 130 @ 400 NORTH    |       |                  |      |                |                                   |                                                 |            |                       |            |
| **APV Number 7403                                                |       |                  |      |                |                                   |                                                 |            |                       |            |
| 12/06/2024                                                       | 7403  | RQAW CORPORATION |      | 4653020011.000 | RDC GRANT - SR 130 @ 400 NORTH    | PROFESSIONAL SVCS 10/1-10/31, SR 130 @ CR 400 N | 112.00     | 8568 12/12/2024       |            |
| SubTotal APV Number 7403                                         |       |                  |      |                |                                   |                                                 | 112.00     |                       |            |
| SubTotal Appropriation 4653020011.000                            |       |                  |      |                |                                   |                                                 | 112.00     |                       |            |
| SubTotal Fund Number 4653                                        |       |                  |      |                |                                   |                                                 | 818.32     |                       |            |
| *** GRAND TOTAL ***                                              |       |                  |      |                |                                   |                                                 | 1091261.91 |                       |            |

CITY OF VALPARAISO REDEVELOPMENT COMMISSION  
NOVEMBER 2024

|                                                                                  |                                  | Consolidated<br>Valparaiso Allocation | General Fund   | Bonds        | Grants       | Debt Reserve<br>[RESTRICTED] | Total Monies<br>Investments | RDC Funds YTD<br>Inclusive of Trust<br>Indiana As of<br>1/1/2024 |
|----------------------------------------------------------------------------------|----------------------------------|---------------------------------------|----------------|--------------|--------------|------------------------------|-----------------------------|------------------------------------------------------------------|
| FUND #                                                                           |                                  | 4445                                  | 4651           | 4652         | 4653         | 4654                         | 4650                        |                                                                  |
| Balances as of 11/1/2024                                                         |                                  | \$7,277,137.11                        | \$6,302,332.66 | \$294,321.24 | -\$88,606.74 | \$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                  | \$7,689.25                            | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$159,251.33                                                     |
| 4445                                                                             | Miscellaneous                    | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$5,611.75                                                       |
| 4445                                                                             | Refunds/Reimbursements           | \$226,994.69                          | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$3,628,327.68                                                   |
| 4445                                                                             | Transfer In                      | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$0.00                                                           |
| 4651                                                                             | Interest Income                  | \$0.00                                | \$7,689.25     | \$0.00       | \$0.00       |                              |                             | \$16,376.13                                                      |
| 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/Real Estate        | \$0.00                                | \$6,500.00     | \$0.00       | \$0.00       |                              |                             | \$297,770.00                                                     |
| 4651                                                                             | Tax Abatement                    | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$211,851.76                                                     |
| 4651                                                                             | Pilot Fees                       | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$0.00                                                           |
| 4651                                                                             | Vnet Fiber Lease Payments        | \$0.00                                | \$12,201.00    | \$0.00       | \$0.00       |                              |                             | \$128,109.00                                                     |
| 4651                                                                             | Refunds/Reimbursements           | \$0.00                                | \$5,546.14     | \$0.00       | \$0.00       |                              |                             | \$5,566.14                                                       |
| 4652                                                                             | Pratt Bond                       | \$0.00                                | \$0.00         | \$98,107.08  | \$0.00       |                              |                             | \$1,078,099.98                                                   |
| 4653                                                                             | Grants (all reimbursed projects) | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$123,699.45                                                     |
| TOTAL CASH REVENUE                                                               |                                  | \$234,683.94                          | \$31,936.39    | \$98,107.08  | \$0.00       | \$0.00                       | \$0.00                      | \$10,802,718.17                                                  |
| 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                       | \$1,725.00                            | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$106,401.40                                                     |
| 4445                                                                             | City Staff Reimbursements        | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$525,000.00                                                     |
| 4445                                                                             | Bond Obligations                 | \$1,082,600.00                        | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$3,694,222.43                                                   |
| 4445                                                                             | School Challenge Grants          | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$603,986.75                                                     |
| 4445                                                                             | Utility Improvements             | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$0.00                                                           |
| 4445                                                                             | Valponet                         | \$928.59                              | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$31,946.49                                                      |
| 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        | \$104,970.34                          | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$142,846.34                                                     |
| 4445                                                                             | Environmental Protection         | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$18,141.00                                                      |
| 4445                                                                             | Bus Service                      | \$2,588.00                            | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$405,816.83                                                     |
| 4445                                                                             | Grants Match                     | \$40,854.02                           | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$1,719,545.67                                                   |
| 4445                                                                             | Parks Projects                   | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$54,838.96                                                      |
| 4445                                                                             | Vale View                        | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$0.00                                                           |
| 4445                                                                             | Downtown Housing/Parking         | \$216,085.41                          | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$1,021,129.18                                                   |
| 4651                                                                             | Unappropriated                   | \$0.00                                | \$0.00         | \$0.00       | \$0.00       |                              |                             | \$35.00                                                          |
| 4651                                                                             | Initiatives                      | \$0.00                                | \$32,489.82    | \$0.00       | \$0.00       |                              |                             | \$410,949.29                                                     |
| 4651                                                                             | Green Initiatives                | \$0.00                                | \$27,220.49    | \$0.00       | \$0.00       |                              |                             | \$150,190.07                                                     |
| 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       | \$3,416.08   |                              |                             | \$139,528.34                                                     |
| TOTAL EXPENDITURES                                                               |                                  | \$1,449,751.36                        | \$59,710.31    | \$0.00       | \$3,416.08   | \$0.00                       | \$0.00                      | \$10,678,936.59                                                  |
| Fund Balances: 11/30/2024                                                        |                                  | \$6,062,069.69                        | \$6,274,558.74 | \$392,428.32 | -\$92,022.82 | \$1,124,168.84               | -\$6,500,000.00             | \$12,637,033.93                                                  |
| Overall fund balance total includes money invested: Trust Indiana \$6,500,000.00 |                                  |                                       |                |              |              |                              |                             |                                                                  |
| Overall fund balance excludes: Debt Reserve +\$1,124,168.84                      |                                  |                                       |                |              |              |                              |                             |                                                                  |

Subject to Approval  
12/10/2024 2:09:07 PM

**3**

## 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.: 2300657

Project Description: Indiana Avenue Cultural Trail from Lafayette Street to Morgan Blvd

### 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 **\$1,171,065.**

**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, Indiana 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, Indiana 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.

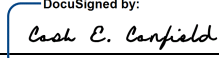
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance 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 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 Indiana Avenue Cultural Trail Project in Valparaiso, Indiana.

#### B. Project Management

1. The CONSULTANT shall manage the activities contained in the scope of work among the project design team members for a period of thirty six (36) months. This will include coordinating the activities of all subconsultants on the design team and acting as liaison between the City and any outside agencies and/or groups. As necessary, The CONSULTANT will also assemble all contract documents provided by other consultants into a single set of contract documents for bidding.
2. The CONSULTANT shall implement quality assurance and control procedures to ensure that the design team satisfies INDOT's Design Manual, Chapter 14, Plan Preparation and Quality Assurance requirements. These procedures are intended to provide the client with a level of confidence in the quality of the plans, designs, and contract documents prepared by the team. Quality Assurance (QA) is accomplished through sound professional practices, which include involving experienced, qualified individuals to perform and oversee project tasks and ensuring timely communications among involved project entities. Quality Control (QC) is accomplished through regular reviewing, editing, and supervision of all work tasks involved in the project, including work prepared by subconsultants.
3. The CONSULTANT shall provide monthly status reports documenting the progress of the project.
4. The CONSULTANT shall conduct regular coordination meetings with the Project Manager throughout the development of the scope of work. Thirty six (36) coordination meetings with the Project Manager are anticipated throughout the project development, on a monthly basis.

#### 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, Archaeological Field Reconnaissance, and Effects Report 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 "Adverse Effect." The CONSULTANT shall prepare the required consulting parties' coordination and preparation of a Memorandum of Agreement. It is anticipated that one (1) Consulting Party meetings and two (2) additional Agency meetings will be required to discuss the "Adverse Effect" finding and mitigation measures. Additionally, the Advisory Council of Historic Preservation (ACHP) will be invited to participate (in accordance with required notification for an adverse effect finding); however, it is anticipated the ACHP will not elect to participate and no formal consultation with the ACHP will occur. Implementation of any mitigation measures required as part of the final MOA will be considered out of scope and

additional or supplemental services will be required. If the CONSULTANT is required to provide an environmental service not listed above, including coordination associated with a traditional cultural place or work associated with human remains and/or the Native American Graves and Repatriation Act (NAGPRA), the effort to provide such additional service will be considered a change in the scope and additional or supplemental services will be required.

4. A Public Hearing or Public Information Meeting is not anticipated for this project. According to INDOT Project Development Public Involvement Procedures Manual, approved by FHWA, it is not anticipated the proposed project will meet the minimum requirements for public involvement. If public involvement meetings are requested by INDOT, 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 work within 100 feet of the roadway. Therefore, bat habitat mitigation is not anticipated. Tree clearing would occur during the inactive bat season. 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 an individual Section 4(f) analysis will be required as part of this project. It is anticipated that permanent right-of-way impacts to the National Register listed resources will be avoided. However, it is anticipated that temporary right-of-way may be required. The CONSULTANT shall prepare necessary documentation to meet the requirements of "temporary occupancy" under Section 4(f). If during development of the preferred alternative it is determined that an individual or "de minimis" Section 4(f) evaluation is required, 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. It is not anticipated that Section 6(f) documentation will be required as part of this project.
8. An analysis of Noise Impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in the most recent version of the INDOT Traffic Noise Analysis Procedures and revisions thereto. If during consultation with INDOT it is determined an analysis of noise impacts is required, services required for determining existing noise levels, identification of noise receivers, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement will be considered out of scope and additional or supplemental fees will be required.
9. The CONSULTANT shall prepare a Wetland Determination Report to document the absence of potential 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 proposed project area will be evaluated for the presence of potential jurisdictional resources 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 not anticipated that any jurisdictional wetlands or waterways will be identified within the proposed project limits, however the site must be investigated to determine the jurisdictional status of the existing fully vegetated roadside ditches. If it is determined that presence of potential jurisdictional features exist within the project limits, the services required to complete the additional investigation and documentation will be considered

out of scope and additional or supplemental services will be required to complete a formal Wetland Delineation and obtain any water quality permits that may be required for potential impacts to jurisdictional resources.

10. 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 INDOT and are incorporated by reference and made a part hereof.

#### E. Landscape Architecture

1. The CONSULTANT, along with City staff, and stakeholders identified in the ElevateValpo plan, will implement the Indiana Avenue cultural district trail, which was a key component within that ElevateValpo plan. This work will include developing a schematic design ahead of the Stage 1 submittal by cross referencing the key tenets of the Elevate Valpo plan, including right-sizing pedestrian corridors, bike lanes, car travel lanes, and amenity zones to make the corridor more functional and beautiful. Beyond function, the cultural influences of the district will also take shape through public art, carefully planned aesthetics with furniture and lighting, and placemaking opportunities. The landscape architects, engineers, and City planners will collaborate to set a vibrant vocabular to corridor improvements. One alternative will be selected and carried forward to Stage 1 Design.
2. The CONSULTANT will implement the preferred schematic design to complete the design development of the Indiana Avenue Cultural Trail. The CONSULTANT will collaborate with project team members on developing landscape and pedestrian hardscape solutions that integrate curb ramp detailing, the aforementioned furnishings, and thoughtful patterning and texture to make the corridor unique within City of Valparaiso. The CONSULTANT will provide construction documents for sidewalk and curb ramp grading, hardscape and softscape detailing, and special provisions necessary for Stage 1, Preliminary Field Check, Stage 3, and Final Tracings documentation.
  - a. The anticipated design development tasks are as follows:
    - 1) Cross Reference Elevate Valpo standards
    - 2) Apply standards to proposed corridor
    - 3) Study Furnishings and Material Vocabulary
    - 4) Develop Typical Sections
    - 5) Develop early Hardscape/Pavement strategies
    - 6) Develop Landscape and Pedestrian Hardscape Plan
    - 7) Develop Sidewalk Curb Ramp applications and grading
    - 8) Coordinate Grading Intent of Curb Ramps
    - 9) Advance Construction level Landscape & Pedestrian Hardscape Plans
    - 10) Contribute to Engineer's Report, provide report text and figures
    - 11) Author Special Provisions and Calculations
    - 12) Coordination Meetings with City and Project Team

## F. Road Design

1. The CONSULTANT shall prepare Stage 1, Preliminary Field Check, 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.
  - a. Road Design will be based upon the preferred alternative identified by the landscape architects, engineers, and City planners.
  - b. 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.
  - c. The anticipated project design scope is described below:
    - 1) An Abbreviated Engineering Assessment will be prepared in accordance with Indiana Design Manual Section 14-2.01(04), item 2b, in order to satisfy INDOT requirements for Stage 1 Review Submissions.
    - 2) General road design (Geometric design, pavement treatment, typical section, intersection treatment)
    - 3) Maintenance of traffic plans will be prepared for both pedestrian and vehicular traffic. It is anticipated that the road will closed in segments and construction done under a road closure and detour.
    - 4) New curb lines and sidewalks will be designed to minimize removal and replacement of existing pavement. The existing pavement adjacent to cultural trail improvements will be milled and resurfaced from the curb to centerline of the roadway.
    - 5) New or relocated storm sewers will be provided to accommodate changes to roadway geometry and curb lines. It is assumed new inlets or catch basins will drain to existing storm sewer or combined sewer trunk lines in roadways.
    - 6) Pavement marking and sign details will be prepared.
    - 7) Temporary erosion control plans and details will be prepared in order to apply for and receive Construction Stormwater General Permit
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.

## G. 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. Twelve (12) Quarterly Tracking Meetings are anticipated throughout the project development.
2. Eight (8) design coordination meetings with the LPA
3. One (1) meeting with utilities in addition to the field check

H. 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.

I. Lighting Design

The CONSULTANT shall prepare lighting design plans for Indiana Avenue from Lafayette Street to Morgan Boulevard. The lighting design services consist of preparing lighting design plans, specifications, and quantities, including photometric analysis using Visual Lighting 2020 and voltage drop calculations for lighting circuitry.

The lighting design is anticipated to consist of new decorative lighting that will replace the existing light poles along Indiana Avenue. The lighting fixture details will be specified and provided by the LPA.

J. Traffic Signal Modification Plans

The CONSULTANT shall prepare traffic signal design plans for the modification of the existing signalized intersection at Indiana Avenue & Washington Street. The traffic signal design services consist of preparing traffic signal design plans, specifications, and quantities.

The traffic signal modification design is anticipated to require modifications to the pedestrian push button locations, as needed, based upon revisions to curb ramps. The signal modification is also anticipated to include the replacement of vehicle detection due to milling and resurfacing of pavement. The signal modification design does not include any modifications to the existing signal cabinet, existing signal cantilever structures, and/or existing signal heads. The CONSULTANT will review the existing conditions to determine if additional equipment upgrades within the controller cabinet are required.

K. 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.

L. Subsurface Utility Engineering Services

1. The CONSULTANT shall utilize the following methods to interpret the presence of subsurface utilities consistent with Utility Quality Level B:

- a. Requesting records from utilities, onsite visit, and digital walkthrough
  - b. Estimated footage for billing purposes is assumed based on the records obtained and may fluctuate based on additional findings during utility targeting
  - c. Using passive and direct connect methods of electromagnetic locating the horizontal position of utility facilities based on the records obtained in the research phase. Every reasonable effort will be made to locate horizontal position of all utility facilities, which we have been made aware of within the provided project area, in accordance with ASCE standard 38-22.
2. The CONSULTANT shall provide the following deliverables once targeting is complete:
- a. A field drawing depicting approximate locations of facilities found, matrix of utility facilities found, and photos of marks (paint and flags) associated with targeting services. An in-office review will be conducted for quality control. Following quality review; targeting staff and survey team assigned to the project will work together to provide CAD - MicroStation (.dgn) files.
  - b. All SUE deliverables provided will be annotated with quality level in accordance with ASCE standard 75-22.

M. 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 selloffs 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 selloffs.
- 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

#### N. Right-of-Way Acquisition Services

##### 1. Project Management for Acquisition Services

- a. The CONSULTANT shall be responsible for administration, scheduling, and coordination of all activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting, including meetings, conferences, and communications with property owners, attorneys, engineers, appraisers, buyers, relocation agents, and the LPA.
- b. The CONSULTANT will submit an Assurance Letter to the LPA for signature and distribution to the INDOT Central office.
- c. These right-of-way services include all reasonable services required to secure the parcels based on the approved engineering design or recommendation to the LPA that a parcel be condemned.

- d. The CONSULTANT will ascertain that either the Appraiser or Buyer will provide each parcel owner with a copy of *How Land is Purchased for Highways*.
- e. The CONSULTANT will submit proposed fees for subconsultants to the LPA for approval prior to contracting for the services.
- f. The CONSULTANT will process claim vouchers and submit them to the LPA for payments to property owners.
- g. For record retention, the CONSULTANT will submit each parcel file to the LPA upon completion of the described services via either hard copy parcel packet or digitally per LPA's direction.
- h. Upon securing all parcels, the CONSULTANT will enter information in INDOT's LRS system and submit a Certification Letter to the LPA for signature and distribution to the INDOT Central office.

## 2. Appraisal

- a. The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with *The INDOT Real Estate Division Manual* through the services of an INDOT prequalified appraiser.
- b. The CONSULTANT agrees to furnish the LPA, attached to each report, all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the LPA.
- c. The CONSULTANT agrees to furnish appraisal reports in an original and one copy on green paper for disbursement to the parcel owner, as well as an electronic copy in PDF format.
- d. The CONSULTANT agrees to furnish Waiver Valuation reports, if required, in an original and one copy on green paper for disbursement to the parcel owner, as well as an electronic copy in PDF format. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- e. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the LPA, the CONSULTANT shall inform LPA, in writing, of any such defect, error, or omission that cannot be resolved without altering the design.
- f. The CONSULTANT agrees to updating reports at the request of the LPA and/or testify on behalf of the LPA, on any parcels should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

### 3. Appraisal Review

- a. The CONSULTANT agrees to furnish the LPA all comparables used in the report, attached to each report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the LPA.
- b. The CONSULTANT agrees to furnish Certificate of Review Reports in an original and one copy on green paper for disbursement to the parcel owner, as well as an electronic copy in PDF format. Included with the review will be an original and one copy of the Statement of Basis for Just Compensation.
- c. The Certificate of Review Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in The *INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- d. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the LPA, the CONSULTANT shall inform the LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.
- e. The CONSULTANT agrees to update reports at the request of the LPA and/or testify in court on behalf of the LPA, on any parcels should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

### 4. Negotiation/Buying

- a. The CONSULTANT will be assigned parcels of real estate to acquire on an as-needed basis. The CONSULTANT shall make every reasonable effort to acquire assigned parcels expeditiously through buyers prequalified by INDOT.
- b. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by the LPA as just compensation for the acquisition. The offer will be made in a Uniform Land and Easement Acquisition Offer letter that will be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner will only be on light green paper) and a written statement explaining the basis for the amount that has been established. In accomplishing the above, the CONSULTANT shall do the following:
  - 1) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.

- 2) No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges, and obligations.
- c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by LPA.
- d. A revised offer and summary statement of just compensation will be provided the owner if:
  - 1) The extent of the taking is revised; or
  - 2) The approved estimate of just compensation is revised by the Review Appraiser.
- e. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
  - 1) The date and place of contact
  - 2) The parties of interest contacted
  - 3) The offer made
  - 4) The counteroffer or reasons offer was not accepted
  - 5) The signature of the buyer, date, and initialed by the person contacted
- f. The property owner must be given a copy of the report on each contact.
- g. The CONSULTANT further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989, and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the *INDOT Real Estate Division Manual*, this "Appendix "A", and any necessary interpretation of these furnished by LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.
- h. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to the LPA.
  - 1) The recommendation will consider administrative settlement, including the amount of settlement and reasons for a settlement;
  - 2) Otherwise, a condemnation report shall be filled out, title update ordered, and completed file submitted with the completed file after receiving a completed title update.
- i. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.
- j. The CONSULTANT shall enter pertinent information on appropriate conveyance document(s) for each parcel as described in the parcel packet and verify that the document(s) is recordable for the respective county.

- k. If condemnation services are required, the CONSULTANT can provide them as an Additional Service.

5. Recording

- a. CONSULTANT shall have the conveyance documents and any other documents necessary for recordation recorded in the appropriate County immediately following land acquisition payment to the landowner, unless the LPA notifies the CONSULTANT that the LPA will do all recordations. CONSULTANT shall verify that respective county guidelines are met prior to recording.

O. 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.

P. 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.

Q. 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.

R. Exclusions

1. Traffic Engineering Services:
  - a. Traffic data collection, analysis, design, and simulations
  - b. Signal Warrant Analysis
  - c. Traffic Management Plan
  - d. ITS Design Services
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
  - d. Bridge design
4. Roadway Design Services:
  - a. Hydraulic designs and analysis

- b. Stormwater quality design, and detention analysis and/or 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. Relocation Services
7. Utility Services:
- a. Utility relocation design and plan preparation
  - b. Determination of location or depth of utilities by means such as vacuum excavation or potholing
  - c. Establishing location of utilities is collected through passive and conductive means of locating. The accuracy of the results is subject to varying factors beyond the control of CONSULTANT. These factors include and are not limited to:
    - 1) Non-conductive materials without tracer wire
    - 2) Non-conductive materials with tracer wire
    - 3) Reinforced concrete below or above a utility facility
    - 4) Metal structures secured to the ground (fences, guardrails, railroads, etc.)
    - 5) Overhead conductors (electric cables, copper cables, etc.)
    - 6) Underground obstructions (Construction debris, high water table, stone with conductive materials, etc.)
    - 7) Composition of subsurface materials
  - d. This service will be provided with due diligence, in a manner that is consistent with the standards of subsurface utility recording and exchange within the industry. Every reasonable effort will be made to locate all facilities known within the project limit including those facilities found on site that records may not have been available or acquired in the research phase. CONSULTANT does not guarantee that all facilities can be detected, nor guarantees that all facilities can be found.
  - e. Exact utility locations are not confirmed unless visually exposed and surveyed, and then only at those specific exposed locations
  - f. CONSULTANT does not detect non-utility structures such as tanks, wells, septic systems, tunnels, etc.
  - g. CONSULTANT does not guarantee the size and limits of subsurface utility vaults or manholes as this data is typically obtained from the utility.
  - h. CONSULTANT does not guarantee that all active or abandoned utility systems or structures can or will be detected, including, but not limited to, nonconductive materials or utilities located underneath other utilities.
  - i. CONSULTANT shall not be required to enter into any confined spaces such as sewer or drain manholes.

- j. Utility locates conducted by CONSULTANT are for the purposes of identifying conflicts within the design services of a project and are not supplemental to 811 or Private Locating services.
- 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
- 12. Geotechnical Services
- 13. Pavement Design

**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
13. Existing plans detailing the existing pavement section of the roadway.
14. City Standard pavement typical section for resurfacing projects

## 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 Section 106 Process within 60 days of Notice to Proceed.
  - 2. The CONSULTANT will Submit Section 106 resource identification documentation to INDOT for review within 90 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 2 plans, including right-of-way
  - 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 \$1,171,065 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 \$994,900 unless approved in writing by the LPA.
  - a. Project Management \$60,300
  - b. Survey \$77,900
  - c. Environmental Services
    - 1) Red Flag Investigation \$5,200
    - 2) Categorical Exclusion Document \$50,800
    - 3) Wetland Delineation \$7,000
    - 4) Section 106 Document \$66,800
    - 5) Section 4(f) \$10,300
  - d. Landscape Architecture \$225,800
  - e. Road Design \$365,800
  - f. Meetings \$31,900
  - g. Construction Stormwater General Permit \$10,500
  - h. Lighting Design \$22,200
  - i. Traffic Signal Modification Design \$15,100
  - j. Utility Coordination \$30,800
  - k. Subsurface Utility Engineering \$7,500
  - l. Bidding Phase Services \$7,000
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 \$69,285 unless and until a supplemental agreement is executed. Fourteen parcels are assumed.

4. The CONSULTANT shall be compensated for right-of-way acquisition 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 \$84,080 unless and until a supplemental agreement is executed. Fourteen parcels are assumed.
5. The CONSULTANT shall be paid for Subsurface Utility Engineering – Unit Cost, described in Appendix A on a unit price basis. Payment will be in accordance with the following fee schedule (The quantities of units are an estimate).

| <u>Unit Cost Item</u>                                                                                                  | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u> |
|------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|--------------|
| Subsurface Utility Engineering<br>Services – Utility Designating Services<br>(Quality Level B) – 6 locations x 1000 ft | 6000 foot       | \$1.60            | \$9,600      |

6. 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 \$13,200 unless and until a supplemental agreement is executed.
7. 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.**

## MAN-HOUR JUSTIFICATION

**PROJECT NUMBER:** DES 2300657 (2024.01257)

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

November 8, 2024

## PROJECT MANAGEMENT

| WORK CLASSIFICATION                                         | ESTIMATED TIME (HOURS) |                 |                 |                  |                  |                   | TOTAL               |
|-------------------------------------------------------------|------------------------|-----------------|-----------------|------------------|------------------|-------------------|---------------------|
|                                                             | Principal              | Project Manager | Senior Engineer | Project Engineer | Staff Engineer   | Senior Technician |                     |
| General Project Management & Coordination                   |                        | 36              |                 |                  |                  |                   |                     |
| Task Lead Coordination (2 HRs/week, 3 years)                |                        | 72              |                 |                  |                  |                   |                     |
| Quality Assurance Coordination                              |                        | 40              |                 |                  |                  |                   |                     |
| Monthly Status Reports for Client (36 mo)                   |                        | 36              |                 |                  |                  |                   |                     |
| Contract Administration & Billings (36 mo)                  |                        | 36              |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
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|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
| <b>Subtotal</b>                                             | <b>0</b>               | <b>220</b>      | <b>0</b>        | <b>0</b>         | <b>0</b>         | <b>0</b>          | <b>220</b>          |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
|                                                             |                        |                 |                 |                  |                  |                   |                     |
| TOTAL HOURS                                                 | 0                      | 220             | 0               | 0                | 0                | 0                 | 220                 |
| AVERAGE HOURLY RATE                                         | \$ 289.74              | \$ 273.77       | \$ 224.31       | \$ 192.01        | \$ 133.61        | \$ 188.18         |                     |
| <b>SUBTOTAL DIRECT SALARY COST</b>                          | \$ -                   | \$ 60,229.40    | \$ -            | \$ -             | \$ -             | \$ -              | <b>\$ 60,229.40</b> |
| <b>DIRECT COSTS</b>                                         | <b>QUANTITY</b>        |                 | <b>QUANTITY</b> | <b>UNIT</b>      | <b>UNIT COST</b> |                   |                     |
| Mileage                                                     |                        | Trips x         |                 | /Mile            | \$ 0.67          |                   |                     |
| Shipping                                                    |                        | ---             |                 | LS               | \$ 50.00         |                   |                     |
| Meals                                                       |                        | Person(s) x     |                 | /Day             | \$ 15.00         |                   |                     |
| Lodging                                                     |                        | Person(s) x     |                 | /Night           | \$ 150.00        |                   |                     |
| Prints                                                      |                        | Sets x          |                 | Sheets           | \$ 0.05          |                   |                     |
| Exhibits                                                    |                        | ---             |                 | each             | \$ 100.00        |                   |                     |
| <b>SUBTOTAL DIRECT EXPENSE COST</b>                         |                        |                 |                 |                  |                  |                   | <b>\$ -</b>         |
| <b>PROJECT MANAGEMENT TOTAL FEE (rounded to next \$100)</b> |                        |                 |                 |                  |                  |                   | <b>\$ 60,300.00</b> |

| AMERICAN STRUCTUREPOINT, INC.                   |                                 |                                                 |                          |                   |                    |             |                   |                   |
|-------------------------------------------------|---------------------------------|-------------------------------------------------|--------------------------|-------------------|--------------------|-------------|-------------------|-------------------|
| MAN-HOUR JUSTIFICATION                          |                                 |                                                 |                          |                   |                    |             |                   |                   |
| PROJECT NUMBER:                                 |                                 | DES 2300657 (2024.01257)                        |                          |                   |                    |             |                   |                   |
| PROJECT DESCRIPTION:                            |                                 | Indiana Ave Cultural Trail, Valparaiso, Indiana |                          |                   |                    |             |                   | November 10, 2024 |
| TOPOGRAPHIC SURVEY                              |                                 |                                                 |                          |                   |                    |             |                   |                   |
| 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                           |                                 |                                                 |                          |                   |                    | 4           |                   | 4                 |
| Owners Names & Addresses                        |                                 |                                                 |                          |                   |                    | 4           |                   | 4                 |
| Deeds                                           |                                 |                                                 |                          |                   |                    | 16          |                   | 16                |
| Section Corner Ties                             |                                 |                                                 |                          |                   |                    | 2           |                   | 2                 |
| Recorded Surveys                                |                                 |                                                 |                          |                   |                    | 1           |                   | 1                 |
| Utility Maps                                    |                                 |                                                 |                          |                   |                    | 1           |                   | 1                 |
| Location Control Route Survey Plat Recording    |                                 |                                                 |                          |                   |                    | 8           |                   | 8                 |
| Prepare Mailings                                | 1                               |                                                 |                          |                   |                    | 4           |                   | 5                 |
| Utility Call In                                 |                                 |                                                 |                          |                   |                    | 2           |                   | 2                 |
| On Site Meeting                                 |                                 |                                                 |                          | 1                 | 1                  |             |                   | 2                 |
| Coordination                                    | 2                               |                                                 |                          |                   |                    |             |                   | 2                 |
| Subtotal (if needed)                            | 3                               | 0                                               | 0                        | 1                 | 1                  | 42          | 0                 | 47                |
| Survey Control                                  |                                 |                                                 |                          |                   |                    |             |                   |                   |
| Set & Reference Control                         |                                 |                                                 | 8                        |                   | 8                  |             | 1                 | 17                |
| GPS Locate Control Points                       |                                 |                                                 | 6                        |                   | 6                  |             |                   | 12                |
| Bench Circuit                                   |                                 |                                                 | 8                        |                   | 8                  |             | 1                 | 17                |
| Coordination                                    | 2                               |                                                 |                          |                   |                    |             |                   | 2                 |
| Subtotal (if needed)                            | 2                               | 0                                               | 22                       | 0                 | 22                 | 0           | 2                 | 48                |
| Street Splits & Property Corners                |                                 |                                                 |                          |                   |                    |             |                   |                   |
| Street Splits & Property Corners                |                                 |                                                 | 8                        |                   | 8                  |             | 1                 | 17                |
| GPS Locate Street Splits & Property Corners     |                                 |                                                 | 4                        |                   | 4                  |             |                   | 8                 |
| Coordination                                    | 2                               |                                                 |                          |                   |                    |             | 1                 | 3                 |
| Subtotal (if needed)                            | 2                               | 0                                               | 12                       | 0                 | 12                 |             | 2                 | 28                |
| Topographic & Utility Survey                    |                                 |                                                 |                          |                   |                    |             |                   |                   |
| Indiana Avenue (1,150 +/-)                      |                                 | 2                                               |                          | 80                | 80                 |             |                   | 162               |
| Coordination                                    | 6                               |                                                 |                          |                   |                    |             | 1                 | 7                 |
| SUE Pick-up                                     | 6                               |                                                 |                          | 16                | 16                 |             | 8                 | 46                |
| Subtotal (if needed)                            | 12                              | 2                                               | 0                        | 96                | 96                 |             | 9                 | 215               |
| Computations                                    |                                 |                                                 |                          |                   |                    |             |                   |                   |
| Property, Right of Way & Alignment Computations |                                 | 60                                              |                          |                   |                    |             |                   | 60                |
| Plot Survey Data                                |                                 |                                                 |                          |                   |                    |             | 40                | 40                |
| Location Control Route Survey Plat              |                                 | 16                                              |                          |                   |                    |             | 24                | 40                |
| Subtotal (if needed)                            | 0                               | 76                                              | 0                        | 0                 | 0                  |             | 64                | 140               |
| Field Book                                      |                                 |                                                 |                          |                   |                    |             |                   |                   |
| Field Book Creation                             |                                 | 1                                               |                          |                   |                    |             | 8                 | 9                 |
| Subtotal (if needed)                            | 0                               | 1                                               | 0                        | 0                 | 0                  |             | 8                 | 9                 |
| TOTAL HOURS                                     | 19                              | 79                                              | 34                       | 97                | 131                | 42          | 77                | 479               |
| AVERAGE HOURLY RATE                             | \$ 249.42                       | \$ 203.35                                       | \$ 187.68                | \$ 138.92         | \$ 92.28           | \$ 149.55   | \$ 188.18         |                   |
| SUBTOTAL DIRECT SALARY COST                     | \$ 4,738.98                     | \$ 16,064.65                                    | \$ 6,381.12              | \$ 13,475.24      | \$ 12,088.68       | \$ 6,281.10 | \$ 14,489.86      | \$ 73,519.63      |
| DIRECT COSTS                                    |                                 |                                                 |                          |                   |                    |             |                   |                   |
|                                                 | QUANTITY                        |                                                 | QUANTITY                 | UNIT              | UNIT COST          |             |                   |                   |
| Mileage                                         | 3                               | Trips x                                         | 300                      | /Mile             | \$ 0.67            |             |                   | \$ 603.00         |
| Shipping                                        | ---                             | ---                                             |                          | LS                | \$ -               |             |                   |                   |
| Per Diem                                        | 2                               | Person(s) x                                     | 15                       | /Day              | \$ 41.00           |             |                   | \$ 1,230.00       |
| Lodging                                         | 2                               | Person(s) x                                     | 12                       | /Night            | \$ 102.00          |             |                   | \$ 2,448.00       |
| Prints                                          |                                 | Sets x                                          |                          | Sheets            | \$ -               |             |                   |                   |
| Exhibits                                        | ---                             | ---                                             |                          | each              | \$ -               |             |                   |                   |
| SUBTOTAL DIRECT EXPENSE COST                    |                                 |                                                 |                          |                   |                    |             |                   | \$ 4,281.00       |
| TOPOGRAPHIC SURVEY TOTAL FEE                    |                                 |                                                 |                          |                   |                    |             |                   | \$ 77,900.00      |

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

|                 |                          |
|-----------------|--------------------------|
| PROJECT NUMBER: | DES 2300657 (2024.01257) |
|-----------------|--------------------------|

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

11/11/2024

## Red Flag/Hazardous Materials Assessment

| WORK CLASSIFICATION                 | ESTIMATED TIME (HOURS) |                  |                     |                          |                 |                   | TOTAL       |
|-------------------------------------|------------------------|------------------|---------------------|--------------------------|-----------------|-------------------|-------------|
|                                     | Project Manager        | Project Engineer | Sr. Env. Specialist | Environmental Specialist | Staff Scientist | Senior Technician |             |
| Infrastructure Review               | 0                      | 0                | 1                   | 0                        | 2               | 0                 | 3           |
| Environmental Review                | 0                      | 0                | 1                   | 0                        | 2               | 0                 | 3           |
| Hydrology Review                    | 0                      | 0                | 1                   | 0                        | 2               | 0                 | 3           |
| IDEM VFC Review/Evaluation of Sites | 0                      | 0                | 3                   | 0                        | 6               | 0                 | 9           |
| Ecology Review (T&E Species)        | 0                      | 0                | 1                   | 0                        | 2               | 0                 | 3           |
| Prepare Red Flag Report             | 0                      | 0                | 2                   | 0                        | 8               | 0                 | 10          |
| Coordination with INDOT             | 0                      | 0                | 1                   | 0                        | 2               | 0                 | 3           |
|                                     |                        |                  |                     |                          |                 |                   |             |
| Total Hours                         | 0                      | 0                | 10                  | 0                        | 24              | 0                 | 34          |
| Average Hourly Rate                 | \$ 273.77              | \$ 192.01        | \$ 252.46           | \$ 166.55                | \$ 107.70       | \$ 188.18         |             |
|                                     |                        |                  |                     |                          |                 |                   |             |
| <b>SUBTOTAL DIRECT SALARY COST</b>  | \$ -                   | \$ -             | \$ 2,524.60         | \$ -                     | \$ 2,584.80     | \$ -              | \$ 5,109.40 |

| DIRECT COSTS                 |  |  | QUANTITY | UNIT  | UNIT COST |  | COST |
|------------------------------|--|--|----------|-------|-----------|--|------|
| Mileage                      |  |  | 0        | Miles | \$ 0.67   |  | \$ - |
|                              |  |  |          |       |           |  |      |
|                              |  |  |          |       |           |  |      |
|                              |  |  |          |       |           |  |      |
| SUBTOTAL DIRECT EXPENSE COST |  |  |          |       |           |  | \$ - |

Red Flag/Hazardous Materials Assessment TOTAL FEE

**\$ 5,200.00**

| AMERICAN STRUCTUREPOINT, INC.                                  |                        |                                                 |                     |                          |                 |                   |            |
|----------------------------------------------------------------|------------------------|-------------------------------------------------|---------------------|--------------------------|-----------------|-------------------|------------|
| MAN-HOUR JUSTIFICATION                                         |                        |                                                 |                     |                          |                 |                   |            |
| PROJECT NUMBER:                                                |                        | DES 2300657 (2024.01257)                        |                     |                          |                 |                   |            |
| PROJECT DESCRIPTION:                                           |                        | Indiana Ave Cultural Trail, Valparaiso, Indiana |                     |                          |                 |                   | 11/11/2024 |
| Prepare Categorical Exclusion Level 4/Environmental Assessment |                        |                                                 |                     |                          |                 |                   |            |
| WORK CLASSIFICATION                                            | ESTIMATED TIME (HOURS) |                                                 |                     |                          |                 |                   | TOTAL      |
|                                                                | Project Manager        | Project Engineer                                | Sr. Env. Specialist | Environmental Specialist | Staff Scientist | Senior Technician |            |
| Project Initiation                                             |                        |                                                 |                     |                          |                 |                   |            |
| Project Kick-off Meeting                                       | 0                      | 0                                               | 2                   | 0                        | 2               | 0                 | 4          |
| Determine Purpose and Need/Review Project Studies              | 2                      | 0                                               | 8                   | 0                        | 16              | 0                 | 26         |
| Obtain/Notify Project Area Property Owners                     | 0                      | 0                                               | 4                   | 0                        | 8               | 0                 | 12         |
| Project Team Meetings/Project Management                       | 0                      | 0                                               | 24                  | 0                        | 24              | 0                 | 48         |
| Environmental Studies and Analysis                             | 0                      | 0                                               | 4                   | 0                        | 12              | 0                 | 16         |
| IPac Coordination                                              | 0                      | 0                                               | 4                   | 0                        | 12              | 0                 | 16         |
| QA/QC Review                                                   | 4                      | 0                                               | 0                   | 0                        | 0               | 0                 | 4          |
| CE/EA Development                                              |                        |                                                 |                     |                          |                 |                   |            |
| Part I - Pubic Involvement                                     |                        |                                                 |                     |                          |                 |                   |            |
| Public Involvement Activities                                  | 0                      | 0                                               | 0.5                 | 0                        | 0.5             | 0                 | 1          |
| Part II - General Information                                  |                        |                                                 |                     |                          |                 |                   |            |
| Purpose and Need                                               | 0                      | 0                                               | 2                   | 0                        | 4               | 0                 | 6          |
| Project Description                                            | 1                      | 0                                               | 2                   | 0                        | 4               | 0                 | 7          |
| Other Alternatives Considered                                  | 1                      | 0                                               | 4                   | 0                        | 8               | 0                 | 13         |
| Roadway Character                                              | 0                      | 0                                               | 1                   | 0                        | 2               | 0                 | 3          |
| Bridges and/or Small Structure(s)                              | 0                      | 0                                               | 0.5                 | 0                        | 0.5             | 0                 | 1          |
| Maintenance of Traffic                                         | 0                      | 0                                               | 0.5                 | 0                        | 1               | 0                 | 1.5        |
| Estimated Project Cost and Schedule                            | 0                      | 0                                               | 0.5                 | 0                        | 1               | 0                 | 1.5        |
| Right-of-Way                                                   | 0                      | 0                                               | 1                   | 0                        | 2               | 0                 | 3          |
| Part III -Environmental Impacts                                |                        |                                                 |                     |                          |                 |                   |            |
| Section A - Early Coordination                                 | 0                      | 0                                               | 4                   | 0                        | 12              | 0                 | 16         |
| Section B - Ecology                                            | 0                      | 0                                               | 2.5                 | 0                        | 4.5             | 0                 | 7          |
| Streams, Rivers, Watercourses, & Other Jurisdictional Features | 0                      | 0                                               | 0.5                 | 0                        | 1               | 0                 | 1.5        |
| Open Water Features                                            | 0                      | 0                                               | 0.5                 | 0                        | 0.5             | 0                 | 1          |
| Wetlands                                                       | 0                      | 0                                               | 0.5                 | 0                        | 0.5             | 0                 | 1          |
| Terrestrial Habitat                                            | 0                      | 0                                               | 0.5                 | 0                        | 1               | 0                 | 1.5        |
| Protected Species                                              | 0                      | 0                                               | 0.5                 | 0                        | 1               | 0                 | 1.5        |
| Geological and Mineral Resources                               | 0                      | 0                                               | 0                   | 0                        | 0.5             | 0                 | 0.5        |
| Section C - Other Resources                                    | 0                      | 0                                               | 0.5                 | 0                        | 1.5             | 0                 | 2          |
| Drinking Water Resources                                       | 0                      | 0                                               | 0.5                 | 0                        | 0.5             | 0                 | 1          |
| Floodplains                                                    | 0                      | 0                                               | 0                   | 0                        | 0.5             | 0                 | 0.5        |
| Farmland                                                       | 0                      | 0                                               | 0                   | 0                        | 0.5             | 0                 | 0.5        |
| Section D - Cultural Resources                                 | 0                      | 0                                               | 2                   | 0                        | 4               | 0                 | 6          |
| Section E - Section 4(f) Resources/Section 6(f) Resources      | 0                      | 0                                               | 2.5                 | 0                        | 4.5             | 0                 | 7          |
| Section 4(f) Resources                                         | 0                      | 0                                               | 2                   | 0                        | 4               | 0                 | 6          |
| Section 6(f) Resources                                         | 0                      | 0                                               | 0.5                 | 0                        | 0.5             | 0                 | 1          |
| Section F - Air Quality                                        | 0                      | 0                                               | 0.5                 | 0                        | 1               | 0                 | 1.5        |
| Section G - Noise                                              | 0                      | 0                                               | 0.5                 | 0                        | 1               | 0                 | 1.5        |
| Section H - Community Impacts                                  | 0                      | 0                                               | 4.5                 | 0                        | 8.5             | 0                 | 13         |
| Regional, Community, & Neighborhood Factors                    | 0                      | 0                                               | 1                   | 0                        | 2               | 0                 | 3          |
| Public Facilities and Services                                 | 0                      | 0                                               | 1                   | 0                        | 2               | 0                 | 3          |
| Environmental Justice                                          | 0                      | 0                                               | 2                   | 0                        | 4               | 0                 | 6          |
| Relocation of People, Businesses or Farms                      | 0                      | 0                                               | 0.5                 | 0                        | 0.5             | 0                 | 1          |
| Section I - Hazardous Material & Regulated Substances          | 0                      | 0                                               | 1                   | 0                        | 2               | 0                 | 3          |
| QA/QC Review                                                   | 6                      | 0                                               | 0                   | 0                        | 0               | 0                 | 6          |
| Part IV - Permits and Commitments                              |                        |                                                 |                     |                          |                 |                   |            |
| Permits Checklist                                              | 0                      | 0                                               | 0                   | 0                        | 0.5             | 0                 | 0.5        |
| Environmental Commitments                                      | 1                      | 0                                               | 2                   | 0                        | 4               | 0                 | 7          |
|                                                                |                        |                                                 |                     |                          |                 |                   |            |

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

**PROJECT NUMBER:** DES 2300657 (2024.01257)

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

11/11/2024

## Prepare Categorical Exclusion Level 4/Environmental Assessment

| WORK CLASSIFICATION                                | ESTIMATED TIME (HOURS) |                  |                     |                          |                 |                   | TOTAL        |
|----------------------------------------------------|------------------------|------------------|---------------------|--------------------------|-----------------|-------------------|--------------|
|                                                    | Project Manager        | Project Engineer | Sr. Env. Specialist | Environmental Specialist | Staff Scientist | Senior Technician |              |
| <b>Project Conclusion</b>                          |                        |                  |                     |                          |                 |                   |              |
| Assemble Draft Document                            | 0                      | 0                | 4                   | 0                        | 12              | 0                 | 16           |
| Compile Document per INDOT/FHWA Review             | 0                      | 0                | 4                   | 0                        | 12              | 0                 | 16           |
| Coordinate Final Approval after Public Involvement | 1                      | 0                | 4                   | 0                        | 12              | 0                 | 17           |
| Commitment Summary Database Spreadsheet            | 0                      | 0                | 2                   | 0                        | 4               | 0                 | 6            |
| Preliminary Field Check                            | 0                      | 0                | 8                   | 0                        | 8               | 0                 | 16           |
| Final Field Check                                  | 0                      | 0                | 8                   | 0                        | 8               | 0                 | 16           |
|                                                    |                        |                  |                     |                          |                 |                   |              |
| Total Hours                                        | 16                     | 0                | 104                 | 0                        | 185             | 0                 | 305          |
| Average Hourly Rate                                | \$ 273.77              | \$ 192.01        | \$ 252.46           | \$ 166.55                | \$ 107.70       | \$ 188.18         |              |
|                                                    |                        |                  |                     |                          |                 |                   |              |
| <b>SUBTOTAL DIRECT SALARY COST</b>                 | \$ 4,380.32            | \$ -             | \$ 26,255.84        | \$ -                     | \$ 19,870.65    | \$ -              | \$ 50,506.81 |

| DIRECT COSTS |  |  | QUANTITY | UNIT  | UNIT COST |  | COST      |
|--------------|--|--|----------|-------|-----------|--|-----------|
| Mileage      |  |  | 300      | Miles | \$ 0.67   |  | \$ 201.00 |
|              |  |  |          |       |           |  | \$ -      |
|              |  |  |          |       |           |  | \$ -      |
|              |  |  |          |       |           |  | \$ -      |
|              |  |  |          |       |           |  | \$ -      |

|                                     |  |
|-------------------------------------|--|
| <b>SUBTOTAL DIRECT EXPENSE COST</b> |  |
|-------------------------------------|--|

|    |        |
|----|--------|
| \$ | 201.00 |
|----|--------|

|                                                                                 |      |
|---------------------------------------------------------------------------------|------|
| <b>Prepare Categorical Exclusion Level 4/Environmental Assessment TOTAL FEE</b> |      |
| 1.00                                                                            | 0.00 |
| 2.00                                                                            | 0.00 |
| 3.00                                                                            | 0.00 |
| 4.00                                                                            | 0.00 |
| 5.00                                                                            | 0.00 |
| 6.00                                                                            | 0.00 |
| 7.00                                                                            | 0.00 |
| 8.00                                                                            | 0.00 |
| 9.00                                                                            | 0.00 |
| 10.00                                                                           | 0.00 |
| 11.00                                                                           | 0.00 |
| 12.00                                                                           | 0.00 |
| 13.00                                                                           | 0.00 |
| 14.00                                                                           | 0.00 |
| 15.00                                                                           | 0.00 |
| 16.00                                                                           | 0.00 |
| 17.00                                                                           | 0.00 |
| 18.00                                                                           | 0.00 |
| 19.00                                                                           | 0.00 |
| 20.00                                                                           | 0.00 |
| 21.00                                                                           | 0.00 |
| 22.00                                                                           | 0.00 |
| 23.00                                                                           | 0.00 |
| 24.00                                                                           | 0.00 |
| 25.00                                                                           | 0.00 |
| 26.00                                                                           | 0.00 |
| 27.00                                                                           | 0.00 |
| 28.00                                                                           | 0.00 |
| 29.00                                                                           | 0.00 |
| 30.00                                                                           | 0.00 |
| 31.00                                                                           | 0.00 |
| 32.00                                                                           | 0.00 |
| 33.00                                                                           | 0.00 |
| 34.00                                                                           | 0.00 |
| 35.00                                                                           | 0.00 |
| 36.00                                                                           | 0.00 |
| 37.00                                                                           | 0.00 |
| 38.00                                                                           | 0.00 |
| 39.00                                                                           | 0.00 |
| 40.00                                                                           | 0.00 |
| 41.00                                                                           | 0.00 |
| 42.00                                                                           | 0.00 |
| 43.00                                                                           | 0.00 |
| 44.00                                                                           | 0.00 |
| 45.00                                                                           | 0.00 |
| 46.00                                                                           | 0.00 |
| 47.00                                                                           | 0.00 |
| 48.00                                                                           | 0.00 |
| 49.00                                                                           | 0.00 |
| 50.00                                                                           | 0.00 |
| 51.00                                                                           | 0.00 |
| 52.00                                                                           | 0.00 |
| 53.00                                                                           | 0.00 |
| 54.00                                                                           | 0.00 |
| 55.00                                                                           | 0.00 |
| 56.00                                                                           | 0.00 |
| 57.00                                                                           | 0.00 |
| 58.00                                                                           | 0.00 |
| 59.00                                                                           | 0.00 |
| 60.00                                                                           | 0.00 |
| 61.00                                                                           | 0.00 |
| 62.00                                                                           | 0.00 |
| 63.00                                                                           | 0.00 |
| 64.00                                                                           | 0.00 |
| 65.00                                                                           | 0.00 |
| 66.00                                                                           | 0.00 |
| 67.00                                                                           | 0.00 |
| 68.00                                                                           | 0.00 |
| 69.00                                                                           | 0.00 |
| 70.00                                                                           | 0.00 |
| 71.00                                                                           | 0.00 |
| 72.00                                                                           | 0.00 |
| 73.00                                                                           | 0.00 |
| 74.00                                                                           | 0.00 |
| 75.00                                                                           | 0.00 |
| 76.00                                                                           | 0.00 |
| 77.00                                                                           | 0.00 |
| 78.00                                                                           | 0.00 |
| 79.00                                                                           | 0.00 |
| 80.00                                                                           | 0.00 |
| 81.00                                                                           | 0.00 |
| 82.00                                                                           | 0.00 |
| 83.00                                                                           | 0.00 |
| 84.00                                                                           | 0.00 |
| 85.00                                                                           | 0.00 |
| 86.00                                                                           | 0.00 |
| 87.00                                                                           | 0.00 |
| 88.00                                                                           | 0.00 |
| 89.00                                                                           | 0.00 |
| 90.00                                                                           | 0.00 |
| 91.00                                                                           | 0.00 |
| 92.00                                                                           | 0.00 |
| 93.00                                                                           | 0.00 |
| 94.00                                                                           | 0.00 |
| 95.00                                                                           | 0.00 |
| 96.00                                                                           | 0.00 |
| 97.00                                                                           | 0.00 |
| 98.00                                                                           | 0.00 |
| 99.00                                                                           | 0.00 |
| 100.00                                                                          | 0.00 |

|  |              |
|--|--------------|
|  | \$ 50.800.00 |
|--|--------------|

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

|                 |                          |
|-----------------|--------------------------|
| PROJECT NUMBER: | DES 2300657 (2024.01257) |
|-----------------|--------------------------|

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

11/11/2024

## Wetland Determination

| WORK CLASSIFICATION                 | ESTIMATED TIME (HOURS) |                  |                     |                          |                 |                   | TOTAL              |
|-------------------------------------|------------------------|------------------|---------------------|--------------------------|-----------------|-------------------|--------------------|
|                                     | Project Manager        | Project Engineer | Sr. Env. Specialist | Environmental Specialist | Staff Scientist | Senior Technician |                    |
| Conduct Field Investigation         | 0                      | 0                | 10                  | 0                        | 10              | 0                 | 20                 |
| Prepare Exhibits                    | 0                      | 0                | 2                   | 0                        | 12              | 0                 | 14                 |
| Prepare Report/Data Sheets/PJD Form | 0                      | 0                | 2                   | 0                        | 8               | 0                 | 10                 |
|                                     |                        |                  |                     |                          |                 |                   |                    |
| Total Hours                         | 0                      | 0                | 14                  | 0                        | 30              | 0                 | 44                 |
| Average Hourly Rate                 | \$ 273.77              | \$ 192.01        | \$ 252.46           | \$ 166.55                | \$ 107.70       | \$ 188.18         |                    |
|                                     |                        |                  |                     |                          |                 |                   |                    |
| <b>SUBTOTAL DIRECT SALARY COST</b>  | \$ -                   | \$ -             | \$ 3,534.44         | \$ -                     | \$ 3,231.00     | \$ -              | <b>\$ 6,765.44</b> |

| DIRECT COSTS                 | QUANTITY | UNIT   | QUANTITY | UNIT  | UNIT COST |  | COST      |
|------------------------------|----------|--------|----------|-------|-----------|--|-----------|
| Mileage                      |          |        | 300      | Miles | \$ 0.67   |  | \$ 201.00 |
| Lodging                      | 0        | person | 0        | Night | \$ -      |  | \$ -      |
| Per Diem                     | 0        | person | 0        | Day   | \$ 15.00  |  | \$ -      |
|                              |          |        |          |       |           |  | \$ -      |
| SUBTOTAL DIRECT EXPENSE COST |          |        |          |       |           |  | \$ 201.00 |

**Wetland Determination TOTAL FEE**

**\$ 7,000.00**

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

|                        |                          |
|------------------------|--------------------------|
| <b>PROJECT NUMBER:</b> | DES 2300657 (2024.01257) |
|------------------------|--------------------------|

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

11/11/2024

## Section 106 Documentation and Coordination

| WORK CLASSIFICATION                             | ESTIMATED TIME (HOURS) |                  |                     |                          |                 |                   | TOTAL               |
|-------------------------------------------------|------------------------|------------------|---------------------|--------------------------|-----------------|-------------------|---------------------|
|                                                 | Project Manager        | Project Engineer | Sr. Env. Specialist | Environmental Specialist | Staff Scientist | Senior Technician |                     |
| Identify Consulting Parties                     | 1                      | 0                | 4                   | 0                        | 8               | 0                 | 13                  |
| Coordinate Finding/Section 800.11 Documentation | 2                      | 0                | 16                  | 0                        | 24              | 0                 | 42                  |
| Coordination with Consulting Parties            | 2                      | 0                | 16                  | 0                        | 24              | 0                 | 42                  |
| Two (2) Agency Meetings                         | 4                      | 0                | 10                  | 0                        | 16              | 0                 | 30                  |
| One (1) Consulting Parties Meeting              | 2                      | 0                | 6                   | 0                        | 14              | 0                 | 22                  |
| Memorandum of Agreement (MOA)                   | 2                      | 0                | 10                  | 0                        | 16              | 0                 | 28                  |
|                                                 |                        |                  |                     |                          |                 |                   | 0                   |
| Total Hours                                     | 13                     | 0                | 62                  | 0                        | 102             | 0                 | 177                 |
| Average Hourly Rate                             | \$ 273.77              | \$ 192.01        | \$ 252.46           | \$ 166.55                | \$ 107.70       | \$ 188.18         |                     |
|                                                 |                        |                  |                     |                          |                 |                   |                     |
| <b>SUBTOTAL DIRECT SALARY COST</b>              | \$ 3,559.01            | \$ -             | \$ 15,652.52        | \$ -                     | \$ 10,985.40    | \$ -              | <b>\$ 30,196.93</b> |

| DIRECT COSTS                                      |  |  | QUANTITY | UNIT     | UNIT COST    | COST         |
|---------------------------------------------------|--|--|----------|----------|--------------|--------------|
| Mileage                                           |  |  | 300      | Miles    | \$ 0.67      | \$ 201.00    |
|                                                   |  |  |          |          |              | \$ -         |
| Section 106 Services (Pre-qualified Professional) |  |  | 1        | Lump Sum | \$ 36,400.00 | \$ 36,400.00 |
|                                                   |  |  |          |          |              | \$ -         |
|                                                   |  |  |          |          |              | \$ -         |
| SUBTOTAL DIRECT EXPENSE COST                      |  |  |          |          |              | \$ 36,601.00 |

Section 106 Documentation and Coordination TOTAL FEE

\$ 66,800.00

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

|                        |                          |
|------------------------|--------------------------|
| <b>PROJECT NUMBER:</b> | DES 2300657 (2024.01257) |
|------------------------|--------------------------|

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

11/11/2024

#### Section 4(f) Documentation 'Temporary Occuapancy'

| WORK CLASSIFICATION                                               | ESTIMATED TIME (HOURS) |                  |                     |                          |                  |                   | TOTAL               |
|-------------------------------------------------------------------|------------------------|------------------|---------------------|--------------------------|------------------|-------------------|---------------------|
|                                                                   | Project Manager        | Project Engineer | Sr. Env. Specialist | Environmental Specialist | Staff Scientist  | Senior Technician |                     |
| Section 4(f) Resources                                            | 0                      | 0                | 2                   | 0                        | 4                | 0                 | 6                   |
| Section 4(f) Impacts                                              | 0                      | 0                | 4                   | 0                        | 12               | 0                 | 16                  |
| Prepare Exhibits                                                  | 0                      | 0                | 4                   | 0                        | 8                | 0                 | 12                  |
| Coordination with OWJ                                             | 2                      | 0                | 4                   | 0                        | 12               | 0                 | 18                  |
| Coordination with INDOT                                           | 0                      | 0                | 4                   | 0                        | 12               | 0                 | 16                  |
| Total Hours                                                       | 2                      | 0                | 18                  | 0                        | 48               | 0                 | 68                  |
| Average Hourly Rate                                               | \$ 273.77              | \$ 192.01        | \$ 252.46           | \$ 166.55                | \$ 107.70        | \$ 188.18         |                     |
| <b>SUBTOTAL DIRECT SALARY COST</b>                                | \$ 547.54              | \$ -             | \$ 4,544.28         | \$ -                     | \$ 5,169.60      | \$ -              | <b>\$ 10,261.42</b> |
|                                                                   |                        |                  |                     |                          |                  |                   |                     |
| <b>DIRECT COSTS</b>                                               |                        |                  | <b>QUANTITY</b>     | <b>UNIT</b>              | <b>UNIT COST</b> |                   | <b>COST</b>         |
| Mileage                                                           |                        |                  | 0                   | Miles                    | \$ 0.67          |                   | \$ -                |
|                                                                   |                        |                  |                     |                          |                  |                   | \$ -                |
|                                                                   |                        |                  |                     |                          |                  |                   | \$ -                |
|                                                                   |                        |                  |                     |                          |                  |                   | \$ -                |
|                                                                   |                        |                  |                     |                          |                  |                   | \$ -                |
| <b>SUBTOTAL DIRECT EXPENSE COST</b>                               |                        |                  |                     |                          |                  |                   | <b>\$ -</b>         |
|                                                                   |                        |                  |                     |                          |                  |                   |                     |
| <b>Section 4(f) Documentation 'Temporary Occupancy' TOTAL FEE</b> |                        |                  |                     |                          |                  |                   | <b>\$ 10,300.00</b> |

| CONTEXT DESIGN                                      |                        |                            |              |              |              |                  |
|-----------------------------------------------------|------------------------|----------------------------|--------------|--------------|--------------|------------------|
| MAN-HOUR JUSTIFICATION                              |                        |                            |              |              |              |                  |
| PROJECT NUMBER:                                     |                        | 2300657                    |              |              |              | REVISED          |
| PROJECT DESCRIPTION:                                |                        | Indiana Ave Cultural Trail |              |              |              | December 3, 2024 |
| Context Design Tasks                                |                        |                            |              |              |              |                  |
| WORK CLASSIFICATION                                 | ESTIMATED TIME (HOURS) |                            |              |              |              |                  |
|                                                     | Principal              | Project Manager            | Senior LA    | Project LA   | Designer     | TOTAL            |
| Schematic Design                                    |                        |                            |              |              |              |                  |
| Scoping Discussions with Owner and Engineer         | 4                      | 4                          |              |              |              | 8                |
| Cross Reference ElevateValpo standards              |                        | 4                          | 4            |              | 2            | 10               |
| Develop working Base Files                          |                        | 2                          |              | 8            | 12           | 22               |
| Apply standards to Proposed Corridor                | 4                      | 12                         | 8            | 8            | 8            | 40               |
| Study Furnishings and Material Vocabulary           | 2                      | 6                          | 8            | 8            | 4            | 28               |
| Author Typical Sections for team review             | 2                      | 12                         |              | 16           | 12           | 42               |
| Develop early Hardscape/Pavement CAD file           | 8                      | 12                         | 12           | 16           | 16           | 64               |
| Coordination Meetings with City and Project Team    | 28                     | 72                         |              | 16           |              | 116              |
|                                                     |                        |                            |              |              |              |                  |
| Subtotal (if needed)                                | 48                     | 124                        | 32           | 72           | 54           | 330              |
|                                                     |                        |                            |              |              |              |                  |
| Design Development                                  |                        |                            |              |              |              |                  |
| Develop Landscape and Pedestrian Hardscape Plan     | 4                      | 16                         | 12           | 16           | 16           | 64               |
| Develop Sidewalk Curb Ramp applications             | 4                      | 16                         | 12           | 4            | 12           | 48               |
| Coordinate Grading Intent of Ramps with ASI         | 2                      | 24                         | 12           | 4            | 12           | 54               |
| Advance Furnishings and Material Vocabulary         | 2                      | 12                         | 8            | 24           | 4            | 50               |
| Advance Hardscape/Pavement Details                  |                        | 16                         | 12           | 32           | 16           | 76               |
| Coordination Meetings with City and Project Team    | 28                     | 72                         |              | 16           |              | 116              |
|                                                     |                        |                            |              |              |              |                  |
| Subtotal (if needed)                                | 40                     | 156                        | 56           | 96           | 60           | 408              |
|                                                     |                        |                            |              |              |              |                  |
| Construction Documents                              |                        |                            |              |              |              |                  |
| Finalize Landscape and Pedestrian Hardscape Plan    | 8                      | 24                         | 24           | 40           | 24           | 120              |
| Finalize Sidewalk Curb Ramp applications            | 4                      | 12                         | 12           | 8            | 12           | 48               |
| Finalize Grading Intent of Ramps with ASI           | 4                      | 16                         | 12           | 8            | 12           | 52               |
| Finalize Furnishings and Material Vocabulary        | 6                      | 12                         | 8            | 12           | 6            | 44               |
| Finalize Hardscape/Pavement Plans & Details         |                        | 16                         | 32           | 32           | 24           | 104              |
| Contribute to ASI's Report re: sections and figures | 4                      | 16                         |              | 8            |              | 28               |
| Special Provisions and Calculations                 | 16                     | 40                         |              | 16           | 4            | 76               |
| Coordination Meetings with City and Project Team    | 28                     | 72                         |              | 16           |              | 116              |
|                                                     |                        |                            |              |              |              |                  |
| Subtotal (if needed)                                | 70                     | 208                        | 88           | 140          | 82           | 588              |
|                                                     |                        |                            |              |              |              |                  |
|                                                     |                        |                            |              |              |              |                  |
|                                                     |                        |                            |              |              |              |                  |
| TOTAL HOURS                                         | 158                    | 488                        | 176          | 308          | 196          | 1326             |
| AVERAGE HOURLY RATE                                 | \$ 200.00              | \$ 175.00                  | \$ 160.00    | \$ 150.00    | \$ 125.00    |                  |
|                                                     |                        |                            |              |              |              |                  |
| SUBTOTAL DIRECT SALARY COST                         | \$ 31,600.00           | \$ 85,400.00               | \$ 28,160.00 | \$ 46,200.00 | \$ 24,500.00 | \$ 215,860.00    |
|                                                     |                        |                            |              |              |              |                  |
| DIRECT COSTS                                        | QUANTITY               |                            | QUANTITY     | UNIT         | UNIT COST    |                  |
| Mileage                                             | 320                    | Trips x                    | 16           | /Mile        | \$ 0.67      | \$ 3,430.40      |
| Shipping                                            | ---                    | ---                        | 5            | LS           | \$ 50.00     | \$ 250.00        |
| Meals                                               | 2                      | Person(s) x                | 3            | /Day         | \$ 15.00     | \$ 90.00         |
| Lodging                                             | 2                      | Person(s) x                | 3            | /Night       | \$ 150.00    | \$ 900.00        |
| Prints                                              | 100                    | Sets x                     | 50           | Sheets       | \$ 0.05      | \$ 250.00        |
| Exhibits                                            | ---                    | ---                        | 50           | each         | \$ 100.00    | \$ 5,000.00      |
|                                                     |                        |                            |              |              |              |                  |
| SUBTOTAL DIRECT EXPENSE COST                        |                        |                            |              |              |              | \$ 9,920.40      |
|                                                     |                        |                            |              |              |              |                  |
| Context Design Tasks TOTAL FEE                      |                        |                            |              |              |              | \$ 225,800.00    |

| AMERICAN STRUCTUREPOINT, INC.                  |                        |                                                 |                 |                  |                |                   |                  |
|------------------------------------------------|------------------------|-------------------------------------------------|-----------------|------------------|----------------|-------------------|------------------|
| MAN-HOUR JUSTIFICATION                         |                        |                                                 |                 |                  |                |                   |                  |
| PROJECT NUMBER:                                |                        | DES 2300657 (2024.01257)                        |                 |                  |                |                   |                  |
| PROJECT DESCRIPTION:                           |                        | Indiana Ave Cultural Trail, Valparaiso, Indiana |                 |                  |                |                   | December 3, 2024 |
| ROAD DESIGN                                    |                        |                                                 |                 |                  |                |                   |                  |
| WORK CLASSIFICATION                            | ESTIMATED TIME (HOURS) |                                                 |                 |                  |                |                   | TOTAL            |
|                                                | Principal              | Project Manager                                 | Senior Engineer | Project Engineer | Staff Engineer | Senior Technician |                  |
| Stage 1 Plans (25% complete)                   |                        |                                                 |                 |                  |                |                   |                  |
| Coordinate Field Survey                        |                        | 3                                               | 5               | 0                | 0              | 3                 | 11               |
| Compile Field Survey Data                      |                        | 0                                               | 0               | 0                | 0              | 5                 | 5                |
| Generate Existing Ground Model                 |                        | 0                                               | 0               | 5                | 5              | 5                 | 15               |
| Plot and Check Topo                            |                        | 0                                               | 0               | 0                | 5              | 5                 | 10               |
| Plot and Check Cross Sections                  |                        | 0                                               | 3               | 3                | 5              | 5                 | 16               |
| Develop and check Title Sheet                  |                        | 0                                               | 3               | 3                | 5              | 5                 | 16               |
| Develop and check Index Sheet                  |                        | 0                                               | 3               | 3                | 3              | 5                 | 14               |
| Develop Typical Sections                       |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
| Level One Checklist                            |                        | 0                                               | 5               | 5                | 5              | 0                 | 15               |
| Verify Design Criteria                         |                        | 0                                               | 5               | 5                | 0              | 0                 | 10               |
| Design Preliminary Roadway Geometry            |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
| Intersection Layout                            |                        | 0                                               | 5               | 5                | 5              | 5                 | 20               |
| Establish Grade Controls                       |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
| Design Prelim Profile                          |                        | 3                                               | 5               | 5                | 9              | 5                 | 27               |
| Develop Plan & Profile Sheets                  |                        | 0                                               | 5               | 5                | 9              | 10                | 29               |
| Check Plan & Profile Sheets                    |                        | 3                                               | 5               | 0                | 0              | 0                 | 8                |
| Determine Project Limits                       |                        | 3                                               | 5               | 5                | 5              | 0                 | 18               |
| Develop Cross Sections                         |                        | 3                                               | 5               | 5                | 9              | 10                | 32               |
| Preliminary Sight Distance Computations        |                        | 3                                               | 0               | 5                | 9              | 5                 | 22               |
| Existing Drainage on Cross Sections            |                        | 0                                               | 3               | 5                | 5              | 5                 | 18               |
| Preliminary Drainage Analysis                  |                        | 3                                               | 5               | 5                | 9              | 0                 | 22               |
| Preliminary Quantity Computations              |                        | 0                                               | 5               | 5                | 9              | 0                 | 19               |
| Preliminary Cost Estimate                      |                        | 3                                               | 5               | 5                | 5              | 0                 | 18               |
| Abbreviated Engineer's Report Preparation      |                        | 2                                               | 4               | 7                | 7              | 2                 | 22               |
| Prepare Submittal Packet                       |                        | 0                                               | 5               | 5                | 5              | 5                 | 20               |
| Plot 25% Plans                                 |                        | 0                                               | 0               | 5                | 5              | 5                 | 15               |
| Submit 25% Plans                               |                        | 3                                               | 3               | 5                | 5              | 5                 | 21               |
| QC/QA Plans before Submittal                   |                        | 5                                               | 5               | 0                | 0              | 5                 | 15               |
| Subtotal                                       | 0                      | 43                                              | 104             | 111              | 139            | 110               | 507              |
| Preliminary Field Check Plans (40% complete)   |                        |                                                 |                 |                  |                |                   |                  |
| Update and check Index Sheet                   |                        | 0                                               | 3               | 0                | 0              | 3                 | 6                |
| Update Typical Sections                        |                        | 3                                               | 3               | 5                | 5              | 5                 | 21               |
| Level One Checklist                            |                        | 0                                               | 3               | 3                | 3              | 0                 | 9                |
| Update Plan & Profile Sheets                   |                        | 3                                               | 3               | 5                | 5              | 5                 | 21               |
| Check Plan & Profile Sheets                    |                        | 0                                               | 3               | 5                | 0              | 0                 | 8                |
| Develop Preliminary Construction Detail Sheets |                        | 3                                               | 5               | 9                | 9              | 10                | 36               |
| Develop Cross Sections                         |                        | 3                                               | 7               | 7                | 14             | 20                | 51               |
| Finalize Sight Distance Computations           |                        | 3                                               | 5               | 9                | 9              | 0                 | 26               |
| Drainage Design and Coordination with Subs     |                        | 0                                               | 0               | 3                | 9              | 0                 | 12               |
| Preliminary Drainage on Plans                  |                        | 0                                               | 5               | 5                | 9              | 0                 | 19               |
| Check Preliminary Drainage                     |                        | 0                                               | 5               | 5                | 9              | 9                 | 28               |
| Preliminary Right-of-way determinations        |                        | 0                                               | 5               | 0                | 0              | 0                 | 5                |
| Preliminary Driveway Design                    |                        | 3                                               | 5               | 5                | 5              | 0                 | 18               |
| Preliminary MOT Design                         |                        | 0                                               | 5               | 5                | 9              | 5                 | 24               |
| Preliminary Pedestrian MOT Design              |                        | 0                                               | 5               | 5                | 9              | 5                 | 24               |
| Environmental Permit Coordination              |                        | 0                                               | 5               | 0                | 0              | 5                 | 10               |
| Update Quantity Computations                   |                        | 0                                               | 5               | 5                | 9              | 0                 | 19               |
| Cost Estimate                                  |                        | 3                                               | 3               | 5                | 5              | 0                 | 16               |
| Prepare Submittal Packet                       |                        | 3                                               | 3               | 5                | 5              | 3                 | 19               |
| Coordination with City                         |                        | 5                                               | 0               | 0                | 0              | 0                 | 5                |
| Plot 40% Plans                                 |                        | 0                                               | 0               | 5                | 5              | 3                 | 13               |
| Submit 40% Plans                               |                        | 0                                               | 3               | 0                | 0              | 3                 | 6                |
| Field Check Plan Mailing and Coordination      |                        | 0                                               | 5               | 5                | 3              | 3                 | 16               |
| Hold Field Check                               |                        | 0                                               | 5               | 5                | 0              | 0                 | 10               |
| Field Check Minutes                            |                        | 3                                               | 3               | 5                | 0              | 0                 | 11               |
| QC/QA Plans                                    |                        | 5                                               | 5               | 0                | 0              | 5                 | 15               |
| Subtotal                                       | 0                      | 37                                              | 99              | 106              | 122            | 84                | 448              |
| Stage 3 Plans (95% complete)                   |                        |                                                 |                 |                  |                |                   |                  |
| Revise Plans per Field Check                   |                        | 0                                               | 5               | 9                | 9              | 9                 | 32               |
| Update Typical Section Sheets                  |                        | 0                                               | 5               | 5                | 5              | 5                 | 20               |
| Finalize R/W                                   |                        | 5                                               | 5               | 0                | 0              | 5                 | 15               |
| Final Plat #1                                  |                        | 0                                               | 5               | 5                | 5              | 5                 | 20               |
| Final Plan and Profile Sheets                  |                        | 5                                               | 5               | 12               | 12             | 14                | 48               |
| Final Construction Detail Sheets               |                        | 3                                               | 5               | 12               | 12             | 14                | 46               |
| Spot Elevation Coordination                    |                        | 5                                               | 5               | 5                | 12             | 12                | 39               |
| Preliminary Erosion Control Design             |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
| Preliminary Erosion Control on Plans           |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
| Review Environmental Permitting                |                        | 3                                               | 5               | 5                | 0              | 0                 | 13               |

| AMERICAN STRUCTUREPOINT, INC.                 |                        |                                                 |                 |                  |                |                   |                  |
|-----------------------------------------------|------------------------|-------------------------------------------------|-----------------|------------------|----------------|-------------------|------------------|
| MAN-HOUR JUSTIFICATION                        |                        |                                                 |                 |                  |                |                   |                  |
| PROJECT NUMBER:                               |                        | DES 2300657 (2024.01257)                        |                 |                  |                |                   |                  |
| PROJECT DESCRIPTION:                          |                        | Indiana Ave Cultural Trail, Valparaiso, Indiana |                 |                  |                |                   | December 3, 2024 |
| ROAD DESIGN                                   |                        |                                                 |                 |                  |                |                   |                  |
| WORK CLASSIFICATION                           | ESTIMATED TIME (HOURS) |                                                 |                 |                  |                |                   | TOTAL            |
|                                               | Principal              | Project Manager                                 | Senior Engineer | Project Engineer | Staff Engineer | Senior Technician |                  |
| Public Road & Drives Approach Design          |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
| Approaches on Plans                           |                        | 0                                               | 5               | 5                | 5              | 5                 | 20               |
| Maintenance of Traffic Design                 |                        | 0                                               | 5               | 9                | 9              | 0                 | 23               |
| Pedestrian Maintenance of Traffic Design      |                        | 0                                               | 5               | 9                | 9              | 0                 | 23               |
| Finalize Drainage                             |                        | 0                                               | 5               | 5                | 9              | 0                 | 19               |
| Inventory and Evaluate Existing Signs         |                        | 0                                               | 5               | 5                | 12             | 0                 | 22               |
| Pavement Marking Design                       |                        | 0                                               | 3               | 0                | 5              | 12                | 20               |
| Develop Pavement Marking Plans                |                        | 3                                               | 5               | 5                | 9              | 5                 | 27               |
| Develop Structure Data Table                  |                        | 0                                               | 5               | 5                | 9              | 14                | 33               |
| Upgrade Cross Section Sheets                  |                        | 3                                               | 5               | 5                | 12             | 5                 | 30               |
| Final Quantity Computations                   |                        | 0                                               | 5               | 5                | 9              | 10                | 29               |
| Right of Way Coordination                     |                        | 5                                               | 5               | 0                | 0              | 0                 | 10               |
| Coordinate Geotechnical Investigation         |                        | 5                                               | 5               | 0                | 0              | 0                 | 10               |
| Review Geotechnical Report                    |                        | 0                                               | 5               | 5                | 5              | 5                 | 20               |
| Final Erosion Control Plans & Tables          |                        | 0                                               | 3               | 5                | 5              | 5                 | 18               |
| Final Approach Design & Tables                |                        | 0                                               | 3               | 5                | 5              | 5                 | 18               |
| Final Pipe Material Sheets                    |                        | 0                                               | 3               | 5                | 5              | 5                 | 18               |
| Final Sod & Riprap Tables                     |                        | 0                                               | 3               | 5                | 9              | 0                 | 17               |
| Final Design Computations Book                |                        | 5                                               | 5               | 5                | 0              | 0                 | 15               |
| Final Environmental Permits Coordination      |                        | 0                                               | 3               | 5                | 5              | 0                 | 13               |
| Final Quantity Book                           |                        | 3                                               | 5               | 5                | 9              | 5                 | 27               |
| Check Final Quantities                        |                        | 3                                               | 5               | 5                | 5              | 0                 | 18               |
| Final Construction Cost Estimate              |                        | 5                                               | 5               | 5                | 5              | 0                 | 20               |
| Develop Unique Special Provisions             |                        | 3                                               | 5               | 5                | 5              | 0                 | 18               |
| Submittal Packet for Stage III Plans          |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
| Final QC/QA Plans and Design                  |                        | 14                                              | 7               | 7                | 0              | 5                 | 33               |
| Submit Stage III Plans                        | 0                      | 0                                               | 3               | 3                | 3              | 3                 | 12               |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
| Subtotal                                      | 0                      | 82                                              | 173             | 191              | 224            | 168               | 838              |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
| Final Tracings (100% complete)                |                        |                                                 |                 |                  |                |                   |                  |
| Submittal Packet for Final Package            |                        | 3                                               | 5               | 5                | 5              | 0                 | 18               |
| Final QC/QA Plans and Design                  |                        | 14                                              | 7               | 7                | 5              | 5                 | 38               |
| Contract Prep Document Preparation            |                        | 3                                               | 5               | 0                | 0              | 0                 | 8                |
| Submit Final Package                          |                        | 0                                               | 5               | 0                | 5              | 5                 | 15               |
| Stage III Plan Revisions                      |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
| Final Package Preparation                     |                        | 3                                               | 5               | 5                | 5              | 5                 | 23               |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
| Subtotal                                      | 0                      | 26                                              | 32              | 22               | 25             | 20                | 125              |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
| TOTAL HOURS                                   | 0                      | 188                                             | 408             | 430              | 510            | 382               | 1918             |
| AVERAGE HOURLY RATE                           | \$ 289.74              | \$ 273.77                                       | \$ 224.31       | \$ 192.01        | \$ 133.61      | \$ 188.18         |                  |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
| SUBTOTAL DIRECT SALARY COST                   | \$ -                   | \$ 51,468.76                                    | \$ 91,518.48    | \$ 82,564.30     | \$ 68,141.10   | \$ 71,884.76      | \$ 365,577.40    |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
| DIRECT COSTS                                  | QUANTITY               |                                                 | QUANTITY        | UNIT             | UNIT COST      |                   |                  |
| Mileage                                       | 4                      | Trips x                                         | 50              | /Mile            | \$ 0.67        |                   | \$ 134.00        |
| Shipping                                      | ---                    | ---                                             |                 | LS               | \$ 50.00       |                   |                  |
| Meals                                         | 2                      | Person(s) x                                     | 1               | /Day             | \$ 15.00       |                   | \$ 30.00         |
| Lodging                                       |                        | Person(s) x                                     |                 | /Night           | \$ 150.00      |                   |                  |
| Prints                                        |                        | Sets x                                          |                 | Sheets           | \$ 0.05        |                   |                  |
| Exhibits                                      | ---                    | ---                                             |                 | each             | \$ 100.00      |                   |                  |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
| SUBTOTAL DIRECT EXPENSE COST                  |                        |                                                 |                 |                  |                |                   | \$ 164.00        |
|                                               |                        |                                                 |                 |                  |                |                   |                  |
| ROAD DESIGN TOTAL FEE (rounded to next \$100) |                        |                                                 |                 |                  |                |                   | \$ 365,800.00    |

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

**PROJECT NUMBER:** DES 2300657 (2024.01257)

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

November 11, 2024

## MEETINGS

| WORK CLASSIFICATION                        | ESTIMATED TIME (HOURS) |                 |                 |                  |                |                   | TOTAL        |
|--------------------------------------------|------------------------|-----------------|-----------------|------------------|----------------|-------------------|--------------|
|                                            | Principal              | Project Manager | Senior Engineer | Project Engineer | Staff Engineer | Senior Technician |              |
| Quarterly Tracking Meetings (12)           |                        | 24              | 24              | 0                | 0              | 0                 |              |
| Progress/Design Coordination Meetings (8)  |                        | 20              | 20              | 0                | 0              | 0                 |              |
| Scoping, PFC, and Utility Meeting          |                        | 12              | 12              | 0                | 0              | 0                 |              |
| Meeting Minutes from each meeting          |                        | 8               | 8               | 0                | 0              | 0                 |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
| Subtotal                                   | 0                      | 64              | 64              | 0                | 0              | 0                 | 128          |
|                                            |                        |                 |                 |                  |                |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
| TOTAL HOURS                                | 0                      | 64              | 64              | 0                | 0              | 0                 | 128          |
| AVERAGE HOURLY RATE                        | \$ 289.74              | \$ 273.77       | \$ 224.31       | \$ 192.01        | \$ 133.61      | \$ 188.18         |              |
| SUBTOTAL DIRECT SALARY COST                | \$ -                   | \$ 17,521.28    | \$ 14,355.84    | \$ -             | \$ -           | \$ -              | \$ 31,877.12 |
|                                            |                        |                 |                 |                  |                |                   |              |
| DIRECT COSTS                               | QUANTITY               |                 | QUANTITY        | UNIT             | UNIT COST      |                   |              |
| Mileage                                    |                        | Trips x         |                 | /Mile            | \$ 0.67        |                   |              |
| Shipping                                   |                        | ---             |                 | LS               | \$ 50.00       |                   |              |
| Meals                                      |                        | Person(s) x     |                 | /Day             | \$ 15.00       |                   |              |
| Lodging                                    |                        | Person(s) x     |                 | /Night           | \$ 150.00      |                   |              |
| Prints                                     |                        | Sets x          |                 | Sheets           | \$ 0.05        |                   |              |
| Exhibits                                   |                        | ---             |                 | each             | \$ 100.00      |                   |              |
|                                            |                        |                 |                 |                  |                |                   |              |
| SUBTOTAL DIRECT EXPENSE COST               |                        |                 |                 |                  |                |                   | \$ -         |
|                                            |                        |                 |                 |                  |                |                   |              |
| MEETINGS TOTAL FEE (rounded to next \$100) |                        |                 |                 |                  |                |                   | \$ 31,900.00 |

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

**PROJECT NUMBER:** DES 2300657 (2024.01257)

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

November 10, 2024

# CONSTRUCTION STORMWATER GENERAL PERMIT

[illegible]

| AMERICAN STRUCTUREPOINT, INC.                        |                        |                                                 |                  |                |                   |            |                  |
|------------------------------------------------------|------------------------|-------------------------------------------------|------------------|----------------|-------------------|------------|------------------|
| MAN-HOUR JUSTIFICATION                               |                        |                                                 |                  |                |                   |            |                  |
| PROJECT NUMBER:                                      |                        | DES 2300657 (2024.01257)                        |                  |                |                   |            |                  |
| PROJECT DESCRIPTION:                                 |                        | Indiana Ave Cultural Trail, Valparaiso, Indiana |                  |                |                   |            | October 23, 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                        | 1                      | 10                                              | 4                |                |                   |            | 15               |
| Initial Utility Coordination                         |                        | 1                                               | 1                |                |                   |            | 2                |
| PFC/Stage 2 Design Plans                             | 1                      | 12                                              | 6                |                | 6                 |            | 25               |
| Stage 2 Quantities, Cost Estimate, and Tables        | 1                      | 2                                               | 2                | 8              |                   |            | 13               |
| Stage 2 QC/QA                                        | 2                      | 2                                               | 2                |                |                   |            | 6                |
| Stage 3 Design Plans                                 | 1                      | 6                                               | 3                |                | 2                 |            | 12               |
| Stage 3 Quantities, Cost Estimate, and Tables        | 1                      | 1                                               | 1                | 4              |                   |            | 7                |
| Stage 3 Specifications                               | 1                      | 2                                               |                  |                |                   |            | 3                |
| Stage 3 QC/QA                                        | 2                      | 2                                               | 2                |                |                   |            | 6                |
| Final Utility Coordination                           |                        | 1                                               | 1                |                |                   |            | 2                |
| Final Tracings Design Plans                          | 1                      | 1                                               | 1                |                |                   |            | 3                |
| 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                                          | 16                     | 43                                              | 25               | 14             | 8                 | 0          | 106              |
| AVERAGE HOURLY RATE                                  | \$ 273.77              | \$ 224.31                                       | \$ 192.01        | \$ 133.61      | \$ 188.18         | \$ 114.74  |                  |
|                                                      |                        |                                                 |                  |                |                   |            |                  |
| SUBTOTAL DIRECT SALARY COST                          | \$ 4,380.32            | \$ 9,645.33                                     | \$ 4,800.25      | \$ 1,870.54    | \$ 1,505.44       | \$ -       | \$ 22,201.88     |
| DIRECT COSTS                                         |                        |                                                 |                  |                |                   |            |                  |
|                                                      | QUANTITY               |                                                 | QUANTITY         | UNIT           | UNIT COST         |            |                  |
| Mileage                                              |                        | Trips x                                         |                  | /Mile          | \$ 0.67           |            |                  |
| 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                   |                        |                                                 |                  |                |                   |            | \$ 22,200.00     |

| AMERICAN STRUCTUREPOINT, INC.                        |                        |                                                 |                  |                |                   |            |                  |
|------------------------------------------------------|------------------------|-------------------------------------------------|------------------|----------------|-------------------|------------|------------------|
| MAN-HOUR JUSTIFICATION                               |                        |                                                 |                  |                |                   |            |                  |
| PROJECT NUMBER:                                      |                        | DES 2300657 (2024.01257)                        |                  |                |                   |            |                  |
| PROJECT DESCRIPTION:                                 |                        | Indiana Ave Cultural Trail, Valparaiso, Indiana |                  |                |                   |            | October 23, 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                                 | 2                      |                                                 |                  |                |                   |            | 2                |
| Field Review of Existing Signal Cabinet              | 1                      | 2                                               |                  |                |                   |            | 3                |
| PFC/Stage 2 Design Plans                             | 1                      | 10                                              | 4                |                | 4                 |            | 19               |
| Stage 2 Quantities, Cost Estimate, and Tables        | 1                      |                                                 | 2                | 2              |                   |            | 5                |
| Stage 2 QC/QA                                        | 2                      | 2                                               | 2                |                |                   |            | 6                |
| Stage 3 Design Plans                                 | 1                      | 6                                               | 2                |                |                   |            | 9                |
| Stage 3 Quantities, Cost Estimate, and Tables        | 1                      |                                                 | 2                | 2              |                   |            | 5                |
| Stage 3 Specifications                               | 1                      | 1                                               |                  |                |                   |            | 2                |
| Stage 3 QC/QA                                        | 1                      | 1                                               | 1                |                |                   |            | 3                |
| Final Tracings Design Plans                          | 1                      | 4                                               | 2                |                |                   |            | 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                                          | 15                     | 28                                              | 17               | 5              | 4                 | 0          | 69               |
| AVERAGE HOURLY RATE                                  | \$ 273.77              | \$ 224.31                                       | \$ 192.01        | \$ 133.61      | \$ 188.18         | \$ 114.74  |                  |
|                                                      |                        |                                                 |                  |                |                   |            |                  |
| SUBTOTAL DIRECT SALARY COST                          | \$ 4,106.55            | \$ 6,280.68                                     | \$ 3,264.17      | \$ 668.05      | \$ 752.72         | \$ -       | \$ 15,072.17     |
|                                                      |                        |                                                 |                  |                |                   |            |                  |
| DIRECT COSTS                                         | QUANTITY               |                                                 | QUANTITY         | UNIT           | UNIT COST         |            |                  |
| Mileage                                              |                        | Trips x                                         |                  | /Mile          | \$ 0.67           |            |                  |
| 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             |                        |                                                 |                  |                |                   |            | \$ 15,100.00     |

| AMERICAN STRUCTUREPOINT, INC.                          |                        |                                                 |                 |                  |                |                   |                  |
|--------------------------------------------------------|------------------------|-------------------------------------------------|-----------------|------------------|----------------|-------------------|------------------|
| MAN-HOUR JUSTIFICATION                                 |                        |                                                 |                 |                  |                |                   |                  |
| PROJECT NUMBER:                                        |                        | DES 2300657 (2024.01257)                        |                 |                  |                |                   |                  |
| PROJECT DESCRIPTION:                                   |                        | Indiana Ave Cultural Trail, Valparaiso, Indiana |                 |                  |                |                   | November 8, 2024 |
| UTILITY COORDINATION                                   |                        |                                                 |                 |                  |                |                   |                  |
| WORK CLASSIFICATION                                    | ESTIMATED TIME (HOURS) |                                                 |                 |                  |                |                   | TOTAL            |
|                                                        | Principal              | Project Manager                                 | Senior Engineer | Project Engineer | Staff Engineer | Senior Technician |                  |
| UTILITY COORDINATION SERVICES                          |                        |                                                 |                 |                  |                |                   |                  |
| Prepare and Distribute Initial Notices                 |                        | 0                                               | 2               | 4                | 0              | 0                 | 6                |
| Early Coordination and Partnering                      |                        | 0                                               | 2               | 4                | 2              | 0                 | 8                |
| Prepare and Distribute Existing Plans for Verification |                        | 0                                               | 2               | 4                | 0              | 2                 | 8                |
| Prepare and Distribute Preliminary Field Check Plans   |                        | 0                                               | 2               | 4                | 0              | 4                 | 10               |
| Review Construction Plans for Utility Conflicts        |                        | 2                                               | 2               | 4                | 8              | 0                 | 16               |
| Prepare and Distribute preliminary final plans         |                        | 0                                               | 2               | 4                | 2              | 4                 | 12               |
| Conduct Utility Coordination Meeting                   |                        | 2                                               | 4               | 4                | 4              | 2                 | 16               |
| Review Relocation Plans                                |                        | 0                                               | 2               | 8                | 0              | 0                 | 10               |
| Review Written Work Plans                              |                        | 0                                               | 2               | 8                | 0              | 0                 | 10               |
| Review Cost Estimates                                  |                        | 0                                               | 2               | 8                | 0              | 0                 | 10               |
| Prepare and Process Reimbursement Agreements           |                        | 0                                               | 4               | 4                | 0              | 0                 | 8                |
| Coordinate with City to issue NTP                      |                        | 0                                               | 2               | 0                | 0              | 0                 | 2                |
| Review Cost Reduction Measures proposed                |                        | 0                                               | 2               | 2                | 0              | 0                 | 4                |
| Prepare Utility Special Provision                      |                        | 0                                               | 2               | 0                | 0              | 0                 | 2                |
| Prepare Utility Coordination Certification             |                        | 0                                               | 2               | 8                | 0              | 0                 | 10               |
| Track Utility Coordination process steps               |                        | 0                                               | 2               | 4                | 0              | 0                 | 6                |
| Additional Utility Coordination Meeting                |                        | 0                                               | 0               | 0                | 0              | 0                 |                  |
| Track Utility Relocations                              |                        | 0                                               | 8               | 8                | 0              | 0                 | 16               |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
| Subtotal                                               | 0                      | 4                                               | 44              | 78               | 16             | 12                | 154              |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
| TOTAL HOURS                                            | 0                      | 4                                               | 44              | 78               | 16             | 12                | 154              |
| AVERAGE HOURLY RATE                                    | \$ 289.74              | \$ 273.77                                       | \$ 224.31       | \$ 192.01        | \$ 133.61      | \$ 188.18         |                  |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
| SUBTOTAL DIRECT SALARY COST                            | \$ -                   | \$ 1,095.08                                     | \$ 9,869.64     | \$ 14,976.78     | \$ 2,137.76    | \$ 2,258.16       | \$ 30,337.42     |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
| DIRECT COSTS                                           | QUANTITY               |                                                 | QUANTITY        | UNIT             | UNIT COST      |                   |                  |
| Mileage                                                | 4                      | Trips x                                         | 150             | /Mile            | \$ 0.67        |                   | \$ 402.00        |
| Shipping                                               | ---                    | ---                                             |                 | LS               | \$ 50.00       |                   |                  |
| Meals                                                  | 2                      | Person(s) x                                     | 1               | /Day             | \$ 15.00       |                   | \$ 30.00         |
| Lodging                                                |                        | Person(s) x                                     |                 | /Night           | \$ 150.00      |                   |                  |
| Prints                                                 |                        | Sets x                                          |                 | Sheets           | \$ 0.05        |                   |                  |
| Exhibits                                               | ---                    | ---                                             |                 | each             | \$ 100.00      |                   |                  |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
| SUBTOTAL DIRECT EXPENSE COST                           |                        |                                                 |                 |                  |                |                   | \$ 432.00        |
|                                                        |                        |                                                 |                 |                  |                |                   |                  |
| UTILITY COORDINATION TOTAL FEE (rounded to next \$100) |                        |                                                 |                 |                  |                |                   | \$ 30,800.00     |

| AMERICAN STRUCTUREPOINT, INC.                                |                        |                                                 |                  |                |                   |            |                   |
|--------------------------------------------------------------|------------------------|-------------------------------------------------|------------------|----------------|-------------------|------------|-------------------|
| MAN-HOUR JUSTIFICATION                                       |                        |                                                 |                  |                |                   |            |                   |
| PROJECT NUMBER:                                              |                        | DES 2300657 (2024.01257)                        |                  |                |                   |            |                   |
| PROJECT DESCRIPTION:                                         |                        | Indiana Ave Cultural Trail, Valparaiso, Indiana |                  |                |                   |            | November 11, 2024 |
| SUBSURFACE UTILITY ENGINEERING SERVICES                      |                        |                                                 |                  |                |                   |            |                   |
| WORK CLASSIFICATION                                          | ESTIMATED TIME (HOURS) |                                                 |                  |                |                   |            | TOTAL             |
|                                                              | Project Manager        | Senior Engineer                                 | Project Engineer | Staff Engineer | Senior Technician | Technician |                   |
| Preparation for field work                                   | 1                      |                                                 |                  |                | 4                 |            | 5                 |
| Record and present results of field work                     |                        |                                                 |                  |                | 8                 |            | 8                 |
| Coordinate field results with design team                    | 2                      | 2                                               |                  |                | 8                 |            | 12                |
| Coordination of results with utility companies               | 1                      |                                                 |                  |                | 5                 |            | 6                 |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
| TOTAL HOURS                                                  | 4                      | 2                                               | 0                | 0              | 25                | 0          | 31                |
| AVERAGE HOURLY RATE                                          | \$ 273.77              | \$ 224.31                                       | \$ 192.01        | \$ 133.61      | \$ 188.18         | \$ 114.74  |                   |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
| SUBTOTAL DIRECT SALARY COST                                  | \$ 1,095.08            | \$ 448.62                                       | \$ -             | \$ -           | \$ 4,704.50       | \$ -       | \$ 6,248.20       |
| DIRECT COSTS                                                 |                        |                                                 |                  |                |                   |            |                   |
|                                                              | QUANTITY               |                                                 | QUANTITY         | UNIT           | UNIT COST         |            |                   |
| Mileage                                                      | 3                      | Trips x                                         | 295              | /Mile          | \$ 0.67           |            | \$ 592.95         |
| Meals                                                        | 2                      | Person(s) x                                     | 2                | /Day           | \$ 15.00          |            | \$ 60.00          |
| Lodging                                                      | 2                      | Person(s) x                                     | 2                | /Night         | \$ 150.00         |            | \$ 600.00         |
| Prints                                                       |                        | Sets x                                          |                  | Sheets         | \$ 0.05           |            |                   |
| Exhibits                                                     | ---                    | ---                                             |                  | each           | \$ 100.00         |            |                   |
|                                                              |                        |                                                 |                  |                |                   |            |                   |
| SUBTOTAL DIRECT EXPENSE COST                                 |                        |                                                 |                  |                |                   |            | \$ 1,252.95       |
| SUBSURFACE UTILITY ENGINEERING SERVICES TOTAL FEE (Lump Sum) |                        |                                                 |                  |                |                   |            | \$ 7,500.00       |

| UNIT PRICE COSTS                   | QUANTITY |           | QUANTITY | UNIT   | UNIT COST |  |             |
|------------------------------------|----------|-----------|----------|--------|-----------|--|-------------|
| Utility Designating Services - QLB | 6        | locations | 1000     | / foot | \$ 1.60   |  | \$ 9,600.00 |

|                                                             |  |  |  |                |             |
|-------------------------------------------------------------|--|--|--|----------------|-------------|
|                                                             |  |  |  | Quantity (lft) | 6000        |
| SUBSURFACE UTILITY ENGINEERING SERVICES - UNIT PRICE TOTALS |  |  |  | Unit Price     | \$ 1.60     |
|                                                             |  |  |  | Cost           | \$ 9,600.00 |

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

**PROJECT NUMBER:** DES 2300657 (2024.01257)

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

November 10, 2024

## BID PHASE SERVICES

| WORK CLASSIFICATION                                         | ESTIMATED TIME (HOURS) |                 |                 |                  |                  |                   | TOTAL              |
|-------------------------------------------------------------|------------------------|-----------------|-----------------|------------------|------------------|-------------------|--------------------|
|                                                             | Principal              | Project Manager | Senior Engineer | Project Engineer | Staff Engineer   | Senior Technician |                    |
| <b>Bidding Phase Services</b>                               |                        |                 |                 |                  |                  |                   |                    |
| 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                 |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
| <b>Subtotal</b>                                             | <b>0</b>               | <b>12</b>       | <b>16</b>       | <b>0</b>         | <b>0</b>         | <b>0</b>          | <b>28</b>          |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
| TOTAL HOURS                                                 | 0                      | 12              | 16              | 0                | 0                | 0                 | 28                 |
| AVERAGE HOURLY RATE                                         | \$ 289.74              | \$ 273.77       | \$ 224.31       | \$ 192.01        | \$ 133.61        | \$ 188.18         |                    |
| <b>SUBTOTAL DIRECT SALARY COST</b>                          | \$ -                   | \$ 3,285.24     | \$ 3,588.96     | \$ -             | \$ -             | \$ -              | <b>\$ 6,874.20</b> |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
| <b>DIRECT COSTS</b>                                         | <b>QUANTITY</b>        |                 | <b>QUANTITY</b> | <b>UNIT</b>      | <b>UNIT COST</b> |                   |                    |
| Mileage                                                     | 1                      | Trips x         | 40              | /Mile            | \$ 0.67          |                   | \$ 26.80           |
| Shipping                                                    |                        | ---             |                 | LS               | \$ 50.00         |                   |                    |
| Meals                                                       |                        | Person(s) x     |                 | /Day             | \$ 15.00         |                   |                    |
| Lodging                                                     |                        | Person(s) x     |                 | /Night           | \$ 150.00        |                   |                    |
| Prints                                                      |                        | Sets x          |                 | Sheets           | \$ 0.05          |                   |                    |
| Exhibits                                                    |                        | ---             |                 | each             | \$ 100.00        |                   |                    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
| <b>SUBTOTAL DIRECT EXPENSE COST</b>                         |                        |                 |                 |                  |                  |                   | <b>\$ 26.80</b>    |
|                                                             |                        |                 |                 |                  |                  |                   |                    |
| <b>BID PHASE SERVICES TOTAL FEE (rounded to next \$100)</b> |                        |                 |                 |                  |                  |                   | <b>\$ 7,000.00</b> |

**AMERICAN STRUCTUREPOINT, INC.**

## MAN-HOUR JUSTIFICATION

**PROJECT NUMBER:** DES 2300657 (2024.01257)

|                             |                                                 |
|-----------------------------|-------------------------------------------------|
| <b>PROJECT DESCRIPTION:</b> | Indiana Ave Cultural Trail, Valparaiso, Indiana |
|-----------------------------|-------------------------------------------------|

November 10, 2024

## POST LETTING DESIGN SERVICES

| WORK CLASSIFICATION                                            | ESTIMATED TIME (HOURS) |                 |                 |                  |                |                   | TOTAL        |
|----------------------------------------------------------------|------------------------|-----------------|-----------------|------------------|----------------|-------------------|--------------|
|                                                                | Principal              | Project Manager | Senior Engineer | Project Engineer | Staff Engineer | Senior Technician |              |
| Prep for Precon Meeting                                        |                        | 4               | 4               | 0                | 0              | 0                 |              |
| Attend Preconstruction Meeting                                 |                        | 4               | 4               | 0                | 0              | 0                 |              |
| RFI's / Answer Questions / Assist LPA                          |                        | 0               | 12              | 12               | 0              | 0                 |              |
| Shop Drawing Review                                            |                        | 0               | 12              | 6                | 2              | 0                 |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
| Subtotal                                                       | 0                      | 8               | 32              | 18               | 2              | 0                 | 60           |
|                                                                |                        |                 |                 |                  |                |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
| TOTAL HOURS                                                    | 0                      | 8               | 32              | 18               | 2              | 0                 | 60           |
| AVERAGE HOURLY RATE                                            | \$ 289.74              | \$ 273.77       | \$ 224.31       | \$ 192.01        | \$ 133.61      | \$ 188.18         |              |
| SUBTOTAL DIRECT SALARY COST                                    | \$ -                   | \$ 2,190.16     | \$ 7,177.92     | \$ 3,456.18      | \$ 267.22      | \$ -              | \$ 13,091.48 |
|                                                                |                        |                 |                 |                  |                |                   |              |
| DIRECT COSTS                                                   | QUANTITY               |                 | QUANTITY        | UNIT             | UNIT COST      |                   |              |
| Mileage                                                        | 1                      | Trips x         | 100             | /Mile            | \$ 0.67        |                   | \$ 67.00     |
| Shipping                                                       |                        | ---             |                 | LS               | \$ 50.00       |                   |              |
| Meals                                                          |                        | Person(s) x     |                 | /Day             | \$ 15.00       |                   |              |
| Lodging                                                        |                        | Person(s) x     |                 | /Night           | \$ 150.00      |                   |              |
| Prints                                                         |                        | Sets x          |                 | Sheets           | \$ 0.05        |                   |              |
| Exhibits                                                       |                        | ---             |                 | each             | \$ 100.00      |                   |              |
|                                                                |                        |                 |                 |                  |                |                   |              |
| SUBTOTAL DIRECT EXPENSE COST                                   |                        |                 |                 |                  |                |                   | \$ 67.00     |
|                                                                |                        |                 |                 |                  |                |                   |              |
| POST LETTING DESIGN SERVICES TOTAL FEE (rounded to next \$100) |                        |                 |                 |                  |                |                   | \$ 13,200.00 |

# Indiana Ave Cultural Trail

Topographic Survey Limits

Exhibit 1



# Exhibit 2

| Indiana Avenue Cultural Trail  |                                |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             |                          |
|--------------------------------|--------------------------------|----------------------------------------------------------------------------------|--------------------------|--------------------------|------------------|-----------------------------------|-----------------------------|--------------------------------------|-------------|-------------|--------------------------|
| FEE PROPOSAL, Dated: 11/5/2024 |                                |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             |                          |
| Parcel information             |                                |                                                                                  | Right of Way Engineering |                          |                  |                                   |                             |                                      |             |             |                          |
| Parcel                         | Owner                          | Tax I.D.                                                                         | Appraisal Report Type    | Temporary Title Work Fee | Title Update Fee | Temporary Parcel Development Fees | Physical parcel Packet Fees | R/W Plans (Survey Group Effort) Fees | Staking Fee | APA Fee     | Subtotal R/W Engineering |
| 1                              | Commissioners Porter County    | 64-09-24-352-003.000-004<br>64-09-24-342-001.000-004<br>64-09-24-377-001.000-004 | VF                       | \$ 600.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,635.00              |
| 2                              | Block 24 LLC                   | 64-09-24-353-002.000-004                                                         | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
| 3                              | See parcel 1                   |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             | \$ -                     |
| 4                              | See parcel 1                   |                                                                                  |                          |                          | \$ 100.00        |                                   |                             |                                      |             |             | \$ 100.00                |
| 5                              | Fifty Seven Franklin Group LLC | 64-09-24-377-003.000-004<br>64-09-24-343-011.000-004.                            | VF                       | \$ 400.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,435.00              |
| 6                              | City of Valparaiso             | 64-09-24-378-002.000-004                                                         | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
| 7                              | Davidson Manors Inc            | 64-09-24-378-003.000-004                                                         | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
| 8                              | LJF Investments LLC            | 64-09-24-389-000.000-004                                                         | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
| 9                              | See parcel 5                   |                                                                                  | VF                       |                          |                  |                                   |                             |                                      |             |             | \$ -                     |
| 10                             | Valparaiso Partners LLC        | 64-09-24-344-009.000-004                                                         | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
| 11                             | 212 Lincolnway LLC             | 64-09-24-344-011.000-004                                                         | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
| 12                             | Brandy Dennis D & Phyllis A    | 64-09-24-345-006.000-004                                                         | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
| 13                             | TBD                            | TBD                                                                              | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
| 14                             | TBD                            | TBD                                                                              | VF                       | \$ 200.00                | \$ 100.00        | \$ 4,300.00                       | \$ 150.00                   | \$ 600.00                            | \$ 600.00   | \$ 285.00   | \$ 6,235.00              |
|                                |                                |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             | \$ -                     |
|                                | Contingency:                   |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             | \$ -                     |
|                                |                                |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             |                          |
|                                | UNALLOCATED FEE:               |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             | \$ -                     |
|                                |                                |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             |                          |
|                                | Total                          |                                                                                  |                          | \$ 2,800.00              | \$ 1,200.00      | \$ 47,300.00                      | \$ 1,650.00                 | \$ 6,600.00                          | \$ 6,600.00 | \$ 3,135.00 | \$ 69,285.00             |
|                                |                                |                                                                                  |                          |                          |                  |                                   |                             |                                      |             |             |                          |

NOTE: The above fees are for Temporary Only Parcels.

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 2023 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 2

| Indiana Avenue Cultural Trail<br>FEE PROPOSAL, Dated: 11/5/2024 |                                |                                                                                  |                       |                       |                      |                                             |                                    |                                        |             |                                                                                               |                                           |                         |  |  |
|-----------------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------|-----------------------|-----------------------|----------------------|---------------------------------------------|------------------------------------|----------------------------------------|-------------|-----------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------|--|--|
| Parcel information                                              |                                |                                                                                  |                       | Right of Way Services |                      | PE Services Prior to Environmental Approval |                                    |                                        |             | RW Services After Environmental Approval (after FMIS Authorization if RW is Federally funded) |                                           |                         |  |  |
| Parcel                                                          | Owner                          | Tax I.D.                                                                         | Appraisal Report Type | Appraisal Fee         | Review Appraisal Fee | R/W Management [1/2 of Fee]                 | Subtotal RW Prior to Environmental | Buying Fee [includes title update fee] | Recording * | Management Fee                                                                                | Subtotal R/W Services After Environmental | R/W Services Total Fees |  |  |
| 1                                                               | Commissioners Porter County    | 64-09-24-352-003.000-004<br>64-09-24-342-001.000-004<br>64-09-24-377-001.000-004 | VF                    | \$ 5,350.00           | \$ 2,700.00          | \$ 682.50                                   | \$ 8,732.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 11,815.00            |  |  |
| 2                                                               | Block 24 LLC                   | 64-09-24-353-002.000-004                                                         | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
| 3                                                               | See parcel 1                   |                                                                                  |                       |                       |                      |                                             | \$ -                               |                                        |             |                                                                                               | \$ -                                      | \$ -                    |  |  |
| 4                                                               | See parcel 1                   |                                                                                  |                       |                       |                      |                                             | \$ -                               |                                        |             |                                                                                               | \$ -                                      | \$ -                    |  |  |
| 5                                                               | Fifty Seven Franklin Group LLC | 64-09-24-377-003.000-004<br>64-09-24-343-011.000-004.                            | VF                    | \$ 3,745.00           | \$ 1,890.00          | \$ 682.50                                   | \$ 6,317.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 9,400.00             |  |  |
| 6                                                               | City of Valparaiso             | 64-09-24-378-002.000-004                                                         | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
| 7                                                               | Davidson Manors Inc            | 64-09-24-378-003.000-004                                                         | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
| 8                                                               | LJF Investments LLC            | 64-09-24-389-000.000-004                                                         | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
| 9                                                               | See parcel 5                   |                                                                                  | VF                    |                       |                      |                                             | \$ -                               |                                        |             |                                                                                               | \$ -                                      | \$ -                    |  |  |
| 10                                                              | Valparaiso Partners LLC        | 64-09-24-344-009.000-004                                                         | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
| 11                                                              | 212 Lincolnway LLC             | 64-09-24-344-011.000-004                                                         | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
| 12                                                              | Brandy Dennis D & Phyllis A    | 64-09-24-345-006.000-004                                                         | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
| 13                                                              | TBD                            | TBD                                                                              | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
| 14                                                              | TBD                            | TBD                                                                              | VF                    | \$ 2,140.00           | \$ 1,080.00          | \$ 682.50                                   | \$ 3,902.50                        | \$ 2,250.00                            | \$ 150.00   | \$ 682.50                                                                                     | \$ 3,082.50                               | \$ 6,985.00             |  |  |
|                                                                 |                                |                                                                                  |                       |                       |                      |                                             | \$ -                               |                                        |             |                                                                                               | \$ -                                      | \$ -                    |  |  |
|                                                                 |                                |                                                                                  |                       |                       |                      |                                             | \$ -                               |                                        |             |                                                                                               | \$ -                                      | \$ -                    |  |  |
|                                                                 |                                |                                                                                  |                       |                       |                      |                                             |                                    |                                        |             |                                                                                               |                                           |                         |  |  |
|                                                                 | UNALLOCATED FEE:               |                                                                                  |                       |                       |                      |                                             | \$ -                               |                                        |             |                                                                                               | \$ -                                      | \$ -                    |  |  |
|                                                                 |                                |                                                                                  |                       |                       |                      |                                             |                                    |                                        |             |                                                                                               |                                           |                         |  |  |
|                                                                 | Total                          |                                                                                  |                       | \$ 28,355.00          | \$ 14,310.00         | \$ 7,507.50                                 | \$ 50,172.50                       | \$ 24,750.00                           | \$ 1,650.00 | \$ 7,507.50                                                                                   | \$ 33,907.50                              | \$ 84,080.00            |  |  |
|                                                                 |                                |                                                                                  |                       |                       |                      |                                             |                                    |                                        |             |                                                                                               |                                           |                         |  |  |

# WEINTRAUT & ASSOCIATES, INC.

October 29, 2024

## **Re: Valparaiso Cultural Trail: Full Section 106**

The objective of this task is to complete the Section 106 Documentation in accordance with Section 106, National Historic Preservation Act (NHPA) of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004. Archeological investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory - Archaeological Sites", and recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). The field work, laboratory analysis and preparation of the final report and recommendations will be accomplished or directly supervised by a qualified professional archaeologist meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code. All reports will be prepared in accordance with INDOT's *Cultural Resource Manual*.

### Deliverables:

- Historic Property Short Report.
- Archaeology Assessment.
- Effects Report.
- Adverse Effect Finding.
- E-800.
- Memorandum of Agreement.

### Additional tasks:

- Conduct Structures Field Survey.
- Prepare Historic Property Report.  
Research and prepare an archaeology assessment.
- Participate in a consulting party meeting.
- Review consulting party meeting minutes.
- Prepare an Effects Report.
- Prepare Adverse Effect Finding: 800.11(e).
- Prepare an e-800.
- Prepare a Memorandum of Agreement.
- Attend 3 Team/agency meetings.

Assumptions:

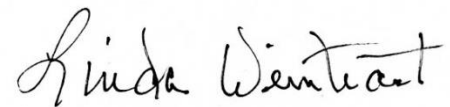
- Work will occur within the boundaries of a National Register Historic District.
- There will be a Notable or National Register-eligible resource adjacent to the project.
- Adverse Effect finding.
- One consulting party meeting.
- Consulting party meeting will occur in Valparaiso.
- Three team or agency meetings.
- Team/agency meetings will be virtual.
- Advisory Council on Historic Preservation will not elect to consult.
- One set of revisions per deliverable.
- Excluded items below apply.

**Items Specifically Not Included**

- Multiple revisions per deliverable.
- Archaeology study/reconnaissance on beyond what is specified.
- Consultation with the Advisory Council on Historic Preservation.
- 4(f) Analysis.
- Additional meetings.

Please note that all historians and archaeologists on staff meet or exceed the professional standards for conducting this work. Please feel free to call if you have questions. Thank you for the opportunity to submit this proposal.

Best regards,

A handwritten signature in black ink, reading "Linda Wentz". The signature is written in a cursive, flowing style with a large initial 'L' and a long, sweeping underline.





## 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 horizontal line.

John A. Leming  
Prequalification Research Analyst

cc: Prequalification File  
External Audit

[www.in.gov/dot/](http://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  |

| <b>Work Type Code</b> | <b>Work Type Description</b>                                  | <b>Qualifying Person(s)</b>                                                                                           |
|-----------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 5.14                  | Phase II ESA and Further Site Investigation/Corrective Action | King, Michael A                                                                                                       |
| 6.1                   | Topographic Survey Data Collection                            | Douglas, Jeffrey<br>Hood, John N                                                                                      |
| 8.1                   | Non-Complex Roadway Design                                    | Canfield, Cash E                                                                                                      |
| 8.2                   | Complex Roadway Design                                        | Canfield, Cash E<br>Zielinski, Richard J                                                                              |
| 8.3                   | Roundabout Design                                             | Balog, Jeremiah S                                                                                                     |
| 9.1                   | Level 1 Bridge Design                                         | Cummins, Ryan M<br>Gorak, Kevin M                                                                                     |
| 9.2                   | Level 2 Bridge Design                                         | Cummins, Ryan M<br>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<br>Stapleton, Jessica L                                                                               |
| 12.1                  | Project Management for Acquisition Services                   | Tennancour, Sylvia "Skip" J                                                                                           |
| 12.2                  | Title Research                                                | Brewer, Dale J                                                                                                        |
| 13.1                  | Construction Inspection                                       | Dubyel, Joe<br>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<br>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<br>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

100 North Senate Avenue  
Room N749  
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](mailto: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](mailto: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.: 2300657

Project Description: Indiana Avenue Cultural Trail from Lafayette Street to Morgan Blvd

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](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.

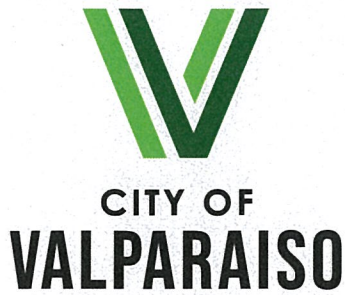
- a. ☒ Confirm the task elements are relevant to the scope of work.
- b. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines 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: \_\_\_\_\_



166 Lincolnway  
Valparaiso, IN 46383  
(219) 462-1161  
**Valpo.us**

November 18, 2022

Mr. Ty Warner, Executive Director  
Northwestern Indiana Regional Planning Commission  
6100 Southport Road  
Portage, Indiana 46368

Re: 2022 NOFA Submission – Multi-Use Trail Application  
Creative District Trail (Indiana Ave from Lafayette to Morgan)

Dear Mr. Warner:

Please accept this submission for the above noted project in response to the current Notice of Funding Availability. This multi-use trail project is important to the City of Valparaiso as an extension of the funded Downtown-TOD trail (2101141) and a downtown improvement recommended in multiple plans.

The opinion of probable cost for development phases of this project in FY2023 dollars are as follows:

|                          |                    |
|--------------------------|--------------------|
| Preliminary Engineering  | \$1,150,400        |
| Right of Way             | -                  |
| Construction             | \$4,601,500        |
| Construction Engineering | \$575,200          |
| Total                    | <u>\$6,327,100</u> |

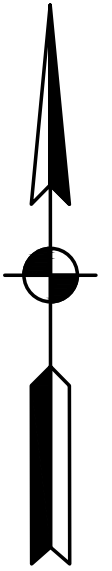
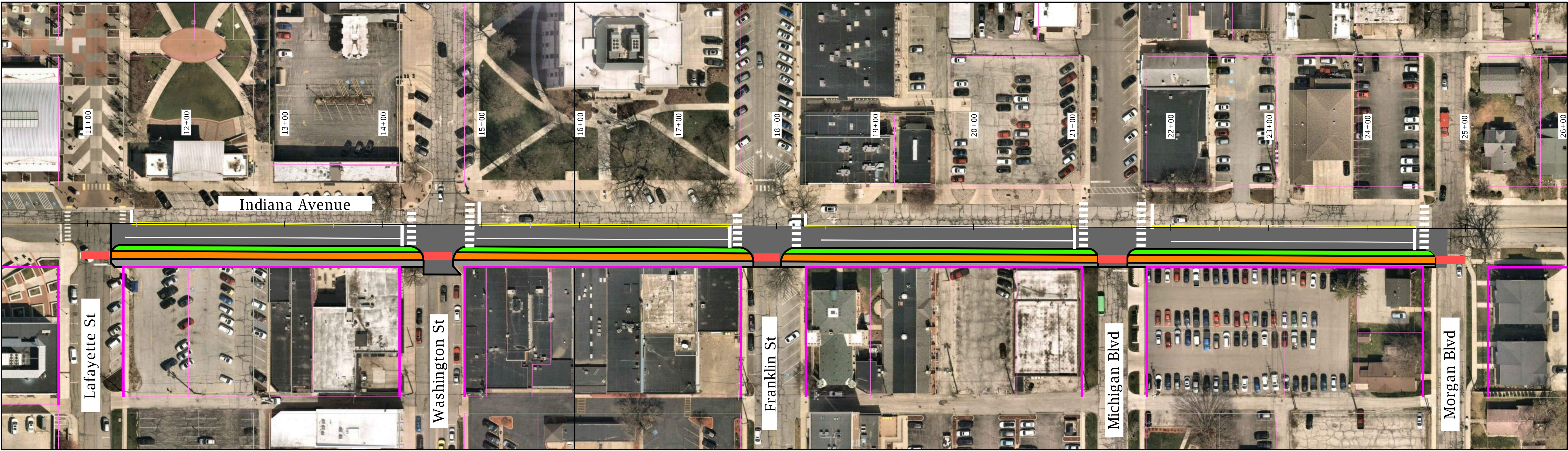
The current request for STBG and/or CMAQ funds is \$3,652,460 for the Construction and Construction Engineering phases of this project.

The City is committed to providing the local funding for this project with the help of our Redevelopment Commission. We are also prepared to overmatch the construction phase for this particular project at 31%. The City anticipates that the project will be ready for construction in Fiscal Year 2027.

Thank you for the opportunity to submit our request for this exciting and needed project. Please do not hesitate to contact me should you have any questions or require additional information.

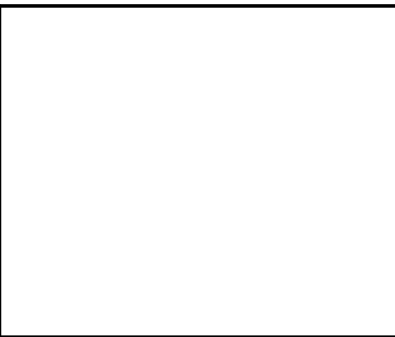
Best regards,

Matthew R. Murphy  
Mayor



Proposed Section

|                                |                     |
|--------------------------------|---------------------|
| RECOMMENDED FOR APPROVAL _____ |                     |
| DATE _____                     |                     |
| DESIGNED: _____                | DRAWN: MRR 11/16/22 |
| CHECKED: _____                 | CHECKED: _____      |

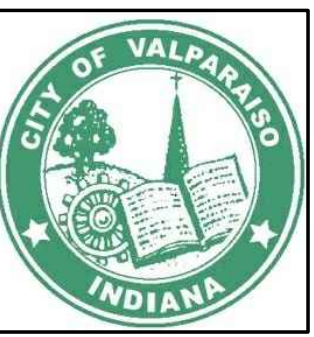


CITY OF VALPARAISO  
ENGINEERING DEPARTMENT

INDIANA AVENUE PATHWAY  
LAFAYETTE ST TO MORGAN BLVD

|                        |
|------------------------|
| REVISION NUMBER & DATE |
|                        |
|                        |
|                        |

CONCEPTUAL LAYOUT



|                  |
|------------------|
| HORIZONTAL SCALE |
| 1" = 60'         |
| VERTICAL SCALE   |
| N/A              |

SHEET  
1 OF 1

Subject to Approval  
12/10/2024 2:12:22 PM

### Amendment No. 3

This Amendment, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the City of Valparaiso, acting by and through its proper officials (hereinafter referred to as LPA) and American Structurepoint, Inc., (hereinafter referred to as CONSULTANT).

WHEREAS, on December 13, 2019 LPA entered into a contract with the CONSULTANT for Roundabout design at Lincolnway and Campbell Street, DES No.1902686,

WHEREAS, on October 8, 2021 LPA entered into Amendment No. 1 with CONSULTANT to extend the project limits from Indiana Avenue South to Brown Street for environmental services performed by CONSULTANT,

WHEREAS, on April 12, 2024 LPA entered into Amendment No. 2 with CONSULTANT to revise the scope and fees for Right of Way Engineering services, to replace Exhibit 2 in its entirety and to increase CONSULTANT's fees for additional meetings,

WHEREAS, the LPA has concurred with CONSULTANT to revise Preliminary Engineering and Construction Plans for at-grade roundabout intersection and to revise Environmental documents.

NOW THEREFORE, it has been determined by LPA and the CONSULTANT that the contract shall be amended as follows:

**Appendix "A" is amended as follows:**

1. Section E, Environmental Services, Paragraph 4. is revised as follows:

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 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.

2. Section E, Environmental Services, is revised to add Paragraph 11 as follows:

11. Due to modification of the project design and removal of the Phase 2 extension south of the railroad tracks, the following additional environmental effort and scope is required:
  - a. Re-Coordination with agencies

- 1) Re-coordinate with agencies for the change in purpose and need, project scope, and limits
- b. Re-analysis of environmental justice
- c. Section 106 Revisions and Adverse Effect
  - 1) Revise previously compiled Effects Report
  - 2) Adverse Effect Finding
  - 3) E-800
  - 4) Memorandum of Agreement
  - 5) Mitigation design for the text and design of two (2) signs
- d. Revise Purpose and Need to remove the phase 2 extension
- e. Revise previously drafted Categorical Exclusion (CE) to remove phase 2 extension and incorporate revised purpose and need and alternatives analysis

3. Section F, Road Design, Paragraph 1 is revised as follows:

1. The CONSULTANT shall prepare Stage 1, Preliminary Field Check, 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 H.
  - a. The road design limits are generally described in Item C.4.
  - b. The anticipated project design scope is described below:
    - 1) General road design (pavement treatments, typical sections, plan and profiles, intersection, and construction details) for roundabout construction at Lincolnway and Campbell Street including necessary roadway reconstruction of Lincolnway and Campbell Street approaches to roundabout. ~~The south leg of roundabout will be re-aligned and designed to allow for a future underpass phase (road under railroad) to south. Elevations of the roundabout and reconstructed roadways will also be set to allow for the future underpass phase.~~
    - a) **Revise Preliminary Engineering and Construction Plans for At-grade Roundabout Intersection-**
      - (1) **Review roundabout intersection layout for 2044 traffic demand without future underpass**
      - (2) **Set new roadway grades at roundabout and intersection approaches**

- (3) Set new sidewalk/driveway/handicap ramp alignments/grades for new at-grade roundabout intersection**
  - (4) Review storm drain system to provide appropriate drainage with flatter grades**
  - (5) Set new cross-sections at roundabout and intersection approaches**
  - (6) Set new construction limits to determine need for retaining walls to reduce R/W encroachments**
  - (7) Review revised intersection details with Valparaiso Utilities for water and sewer work coordination**
  - (8) Review current R/W acquisition needs and reset R/W as applicable**
  - (9) Revise traffic maintenance during construction plan for at-grade roundabout details**
- 2) Drainage improvements within limits of new roadway. Storm sewers will generally be designed in accordance with the *Valparaiso, Indiana Downtown Sewer Separation and Drainage Study* in coordination with the LPA.
  - 3) Sidewalks will be provided on both sides of the roadways. Accommodations will be made for pedestrians and bicycles in the roundabout design including provisions for existing and future designated trails / multi-use paths on Lincolnway and Campbell Streets.
4. Section P, Excluded Services is renamed as “Section Q. Excluded Services”, as follows:

**P Q. Excluded Services**

5. Section P, Utility Infrastructure services is added to the Agreement, as follows:

**P. Utility Infrastructure Services**

1. The CONSULTANT shall provide design services associated with relocating approximately 850 feet of 12-inch water main along Lincolnway Avenue between Wayne Street and approximately 250 feet west of Napoleon Street. The existing water mains along this route shall be abandoned/removed.
2. The CONSULTANT shall provide design services associated with relocating approximately 150 feet of 12-inch water main along Campbell Street just south of Lincolnway Avenue. The existing 6-inch water mains along the east side of Campbell Street from Indiana Avenue to Lincolnway Avenue shall be abandoned/removed.

3. The CONSULTANT shall provide design services associated with extending approximately 50 feet of 6-inch water main along Indiana Avenue to connect to the water main along Campbell Street.
4. The CONSULTANT shall provide design services associated with approximately 180 feet of new sanitary sewers and manholes to connect two existing sanitary sewers on Indiana Avenue and the alley to the north.
5. The CONSULTANT shall provide design services associated with a new doghouse connection to eliminate an existing blind sanitary sewer connection, along with reconstruction of a sanitary manhole at the southwest corner of the intersection of Lincolnway Avenue and Campbell Street.
6. See attached exhibit for the above scope items.
7. The CONSULTANT shall attend one design review meeting with the LPA to discuss the contract documents and receive feedback on the design.
8. The CONSULTANT shall complete an IDEM Notice of Intent to Construct a Water Main Extension and IDEM Application for Sanitary Sewer Construction Permit as required for the proposed water main and sanitary sewer facilities. The LPA shall pay any application or review fees associated with submitting and obtaining these permits.
9. The CONSULTANT shall provide limited construction administration services to the LPA consisting of shop drawing review and responses to requests for information (RFIs).

**Appendix “C” is amended as follows:**

6. Schedule, Paragraph B. Environmental Services is revised as follows:

B. Environmental Services

1. The Consultant will initiate Early Coordination, submit Section 106 Documentation to INDOT, prepare Draft Categorical Exclusion for release for public involvement, and submit Final Categorical Exclusion document as necessary to obtain NEPA approval by ~~3/30/2023~~ **May 31, 2026**.

**Appendix “D” is amended as follows:**

A. Amount of Payment

1. The CONSULTANT shall be compensated for services to be performed under this Contract and this Amendment 1 a total fee not to exceed ~~\$569,700 \$682,988~~ **\$897,958**, an increase of \$214,970.

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 ~~\$94,000~~ ~~\$102,600~~ **\$127,800** unless approved in writing by the LPA.
  - a. Feasibility Study \$10,000
  - b. Environmental Services
    - 1) Section 106 Documentation (Approx. 5 Historic Buildings in Project Vicinity) ~~\$57,700~~ **\$98,300**
    - 2) ~~Public Involvement (Public Information Meeting)~~ ~~\$15,400~~
    - 3) Public Involvement (Public Hearing) \$19,500
3. The CONSULTANT shall be compensated for the following services an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees' times the approved hourly rates for each applicable billing class, plus CONSULTANT's subconsultants' charges, if any. The total obligation under this portion of the Contract shall not exceed ~~\$373,210~~ ~~\$383,910~~ **\$573,680** unless approved in writing by the LPA. Hourly rates are shown in Exhibit 3.
  - a. Survey ~~\$48,500~~ **\$44,670**
  - b. Environmental Services
    - 1) Red Flag and Initial Site Assessment \$5,200
    - 2) Wetland Determination / Regulatory Coordination \$8,300
    - 3) Section 4(f) Evaluation \$4,200
    - 4) Categorical Exclusion Document ~~\$34,400~~ **\$65,000**
    - 5) Environmental Justice Evaluation ~~\$17,000~~ **\$21,800**
  - c. Road Design and Plan Development ~~\$174,710~~ **\$302,010**
  - d. Pavement Design \$10,000
  - e. Traffic Design Services \$15,200
  - f. Meetings \$22,100
  - g. Lighting Design \$24,200
  - h. Utility Coordination \$20,100

**i. Utility Infrastructure Design Services  
(Sanitary and Water) \$30,900**

4. The CONSULTANT shall be compensated for right-of way engineering services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit 2, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed ~~\$79,560~~ \$182,148 unless and until a supplemental agreement is executed. Twenty-four parcels are assumed.
5. 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 Appendix E, 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 \$14,330 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.

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

**CONSULTANT:**  
American Structurepoint, Inc.

Approved  
BY:

DocuSigned by:  
*Cash E. Canfield*

\_\_\_\_\_  
Cash E. Canfield, President

**LPA:**  
City of Valparaiso  
Board of Public Works & Safety

Approved  
BY:

\_\_\_\_\_  
Jon Costas, Mayor

\_\_\_\_\_  
Holly Howe, Member

\_\_\_\_\_  
Bill Oeding, Member

ATTEST:

\_\_\_\_\_  
Holly Taylor, Clerk-Treasurer