AGENDA OF THE COMMON COUNCIL
City of Angola, Indiana
210 N. Public Square

Monday, March 6, 2023 – 7:00 p.m.

CALL TO ORDER BY MAYOR HICKMAN

1. Council Member roll call by Clerk-Treasurer Herbert.

   Crum _____ Olson _____ Armstrong _____ Martin _____ McDermid _____

2. Remarks by Mayor Hickman

3. Request approval of the February 20 minutes. (attachment)

UNFINISHED BUSINESS

1. Other unfinished business.

NEW BUSINESS

1. Request approval of the Master Service Agreement with Sondi Solutions, LLC for managed IT Services for a fixed price of $7,347 for onboarding and monthly recuring cost of $22,263.00. (attachment)

2. Request approval of the Proposal for Professional Services for Sanitary Sewer Rehabilitation with Wessler Engineering in the amount of $31,500. (attachment)

3. Request approval of Task Order No. 2023-01 for Chloride and Mercury Variance Annual Report Presentation with Commonwealth Engineers, Inc. in the amount of $20,000. (attachment)

4. Request approval of the Contract Letter with Standard Terms & Conditions Poka-Bache Connection Trail Project with VS Engineering, Inc. in the amount of $150,700.00. (attachment)

5. Annual Report of the Redevelopment Commission Treasurer. (attachment)

6. Reports:
   - Clerk-Treasurer
   - Department heads

7. Request approval of the Allowance of Accounts Payable Vouchers 61608 through 61854 totaling $959,419.54. (separate attachment)

8. Other new business.

NEXT MEETING

The next Common Council meeting is Monday, March 20.

ADJOURNMENT

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least three business days ahead of scheduled meeting. Contact the Clerk-Treasurer, 210 North Public Square, Angola, IN 46703, (260) 665-2514 extension 7353, clerktreasurer@angolain.org as soon as possible but no later than three business days before the scheduled event.

February 20, 2023

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, 210 North Public Square with Mayor Richard M. Hickman presiding. Council Members Gary L. Crum, Kathleen G. Armstrong, David B. Martin, and David A. Olson answered roll. Council Member Jerold D. McDermid was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Planning and Economic Development Director Jennifer Barclay, City Engineer Amanda Cope, Chief of Police Ken Whitmire, Fire Chief Doug Call, Park Superintendent Matt Hanna, Street Commissioner Chad Ritter, and Deputy Clerk Stephanie Dean.

Also, among those present were Colleen Everage, Leslie Schlottman, June Julien, David Roe, Jennifer Sharkey, Randy Coffey, Lynn Hickman, Robert Dunham, Kaucly Coffey, Erin Dove, May, Oksana Kotkina of *The Herald Republican*

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the February 6, 2023 minutes. Council Member Crum seconded the motion. The motion carried 4-0.

Minutes of the January 3 Board of Public Works and Safety meeting were presented for Council information.

UNFINISHED BUSINESS

Ordinance No. 1724-2023, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA EMPLOYEE HANDBOOK, EMPLOYEE BENEFITS – LEAVE PROGRAMS – HOLIDAYS, was read by title and presented to Council on third reading. Council Member Olson moved to approve. Council Member Crum seconded the motion. The motion carried 4-0.

Ordinance No. 1725-2023, AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA, was read by title and presented to Council for second reading. Council Member Crum moved to approve. Council Member Olson seconded the motion. The motion carried 4-0. Ordinance No. 1725-2023, AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF ANGOLA, INDIANA, PURSUANT TO THE PROVISIONS OF INDIANA CODE §36-4-3-5.1 BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF ANGOLA, was read by title and presented to Council for third reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion carried 4-0.

NEW BUSINESS

Bids for Community Crossing Project 2022-02 were open by City Engineer Amanda Cope and read aloud.

Bidder	Total Bid
API Construction	$597,900.00
Brooks Construction	$818,040.00
E & B Paving	$799,595.35

Council Member Martin moved to award the bid to the lowest most responsive and responsible bidder. Council Member Crum seconded the motion. The motion carried 4-0.

Resolution No. 2023-844, RESOLUTION OF THE ANGOLA COMMON COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH STEUBEN COUNTY TO SHARE BUILDING COMMISSIONER'S DUTIES IN THE EVENT OF TEMPORARY ABSENCES, was read by title and presented to Council approval. Council Member Martin moved to approve. Council Member Olson seconded the motion. The motion carried 4-0.

Council Member moved to approve the Termination Agreement with Angola First Development, LLC with the stipulation that the Mayor is to sign the agreement once the funds are assured. Council Member Olson seconded the motion. The motion carried 4-0.

Council Member Olson moved to approve the Agreement for Services with TMAP, LLC DBA MakeMyMove for Remote Worker Recruiting Program in the amount of $86,000.00. Council Member Crum seconded the motion. Discussion followed. Council Member Armstrong sated she had met with Ben Ledo and he gave a very detailed overview of the program and answered any questions she had. The motion carried 4-0.

Council Member Armstrong moved to approve Grant Agreement with the Indiana Economic Development Corporation for Remote Worker Recruiting Program in the amount of $64,500. Council Member Olson seconded the motion. The motion carried 4-0.

Dr. Matt Widenhoefer addressed Council regarding partnering with the City to provide a School Resource Officer. Dr. Widenhoefer provided a presentation giving an overview of what the position does and the value it provides. Discussion followed. No action was taken at this time.

Mayor Hickman presented the State of the City.

Clerk-Treasurer's Depository Statement and Cash Reconcilement for the month ending February 2023 was presented for Council information.

DEPARTMENT HEAD REPORTS

Systems Administrator Armstrong reported that the RFQ for the website overhaul is out with a due date of March 17. Thank you to Jennifer Barclay for her work on the project.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Martin moved to approve the Allowance of Accounts Payable Vouchers 61383 through 61606 totaling $713,062.65 which includes interfund transfers of $94,007.19. Council Member Armstrong seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:54 p.m.

_____

Richard M. Hickman, Mayor
Presiding Officer

Attest:

_____

Ryan P. Herbert, Clerk-Treasurer

DRAFT

SONDHI SOLUTIONS

MASTER SERVICES AGREEMENT

This Master Services Agreement (the **"Agreement"**) is made as of March 6, 2023 (the **"Effective Date"**), between Sondhi Solutions, LLC, an Indiana limited liability company (**"Sondhi Solutions"**), and theCity of Angola, IN (**"Client"**). In this Agreement, Sondhi Solutions and Client are each referred to as a **"Party,"** and they are referred to collectively as the **"Parties."**

RECITALS

a. Client requires certain information technology services to be described in a separate Statement of Work;
b. Sondhi Solutions is in the business of providing such services;
c. The Client desires to retain Sondhi Solutions to perform those services; and
d. Sondhi Solutions agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – TERMS OF SERVICES

1.1 **Statement of Work.** Subject to the provisions of this Agreement, Client shall engage Sondhi Solutions to provide, and Sondhi Solutions shall provide, the work described in the written statement(s) of work in substantially the form of Exhibit 1 attached hereto (each, a **"Statement of Work"**), as may be agreed to between the Parties. Additional Statements of Work shall be attached to this Agreement as successively numbered exhibits and shall incorporate the terms and conditions of this Agreement. Each Statement of Work will specify and describe the scope of services, schedule, price, expenditure constraints, technical and functional specifications, milestones, deliverables, training, task managers, requested personnel, client resources, applicable warranties, and such other matters as the Parties may otherwise include. Each Statement of Work, when executed by the Parties, will be deemed part of this Agreement. If an irreconcilable conflict exists between this Agreement and a Statement of Work exists, the terms of the Statement of Work will control.

1.2 **Nature of Relationship.** Client acknowledges and agrees that Sondhi Solutions' relationship to Client is that of an independent contractor. Sondhi Solutions is not an employer, employee, partner, agent, or joint venturer of Client for any purpose. Neither Sondhi Solutions nor any Sondhi Solutions personnel will receive any of the benefits that Client provides to its employees. Sondhi Solutions shall pay all compensation, taxes, insurance, and benefits associated with its employees.

1.3 **Agreement Against Raiding.** During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, in any capacity, attempt to hire, engage or employ, or solicit, contact, or communicate with, for the purpose of hiring, engaging or employing any Sondhi Solutions personnel who became known to Client as a result of the Services provided hereunder. Notwithstanding the foregoing, nothing shall prohibit Client or its representatives from hiring, engaging, or soliciting anyone who: (a) responds to (i) any public advertising of a general nature not specifically targeted to Sondhi Solutions personnel, or (ii) a search firm that is not directed or encouraged to target Sondhi Solutions personnel; or (b) has been terminated by Sondhi Solutions prior to commencement of engagement or employment discussions.

1.4 **Use of Client's Name.** During the term of this Agreement, Sondhi Solutions may use Client's name in its resumes, Client lists, case studies, and in other promotional information, including, but not limited to, press releases, brochures, reports, letters, white papers, and electronic media such as e mail or web pages if Client approves in advance any such usage, which approval will not be unreasonably withheld. Following the termination of this Agreement, Sondhi Solutions shall seek written authorization from Client to use its name in any promotional literature or reference lists.

SONDHI SOLUTIONS

ARTICLE 2 – TERM AND TERMINATION OF AGREEMENT

2.1 **Term of Agreement.** This Agreement begins on the Effective Date and ends when terminated in accordance with section 2.2 of the Agreement.

2.2 **Termination.** Either Party may terminate the Agreement, without cause, by notifying the other Party, in writing, of its intent to terminate at least 30 days before the termination becomes effective, unless a Statement of Work under which Sondhi Solutions is then providing services provides otherwise. Termination of the Agreement will not affect Client's obligation to pay for any services completed.

ARTICLE 3 – CLIENT'S PAYMENT OBLIGATIONS

3.1 **Payment of Invoices.** Client shall pay Sondhi Solutions within 30 days of its receipt of each invoice in accordance with the payment schedule stated in the applicable Statement of Work. Any amount remaining unpaid (and not being reasonably disputed in good faith) after 30 days will accrue interest at a rate of one and one-half percent per month. If any invoiced items are disputed, the undisputed amounts shall be paid within such 30-day period and the disputed amounts shall be paid within 30 days after resolution of the dispute.

3.2 **Payment of Expenses.** Client shall reimburse Sondhi Solutions for all reasonable and necessary out-of-pocket expenses that Sondhi Solutions may incur in providing Services under this Agreement. Sondhi Solutions shall request Client's preapproval for any individual expense exceeding $100. Client shall pay any additional amounts needed to pay any taxes, however designated or levied, applicable to any Services or deliverables provided hereunder, other than taxes on Sondhi Solutions' income.

3.3 **Survival of Payment Obligations.** Notwithstanding anything herein to the contrary, upon termination of this Agreement, Client shall remain liable for any underlying hosting or license fees set for the remainder of the term of any applicable underlying hosting or license agreement, as set forth in a Statement of Work.

ARTICLE 4 – INDEMNITY

4.1 Each Party shall indemnify and defend the other Party, its officers, directors, employees, and agents against all actual and threatened claims and pay all damages, losses, liabilities, judgments, penalties, costs, expenses, and reasonable attorneys' fees arising out of or related to

a. the indemnifying Party's breach of any representation, warranty, or obligation in this Agreement,

b. any bodily injury, sexual harassment, or property damage claim caused by the actions of the indemnifying Party, its officers, directors, employees, agents, representatives, or contractors, or

c. a claim that the indemnifying Party's services, work, or actions infringe any valid, enforceable United States patent or copyright or misappropriate a trade secret or other proprietary right of a third party.

Notwithstanding the indemnification obligation in section 4.1, Sondhi Solutions will not have any obligation to indemnify Client or any of its officers, directors, or employees the extent the alleged infringement is attributable to Services being performed or deliverables being provided in accordance with specifications provided by Client. Further, each Party is liable for its own acts and those of its personnel to the extent provided by law and neither Party will indemnify the other for a party's own breach of contract, negligence, or intentional tort.

4.3 Eligibility for the indemnification is contingent upon the satisfaction of all the following conditions:

a. The Party requesting indemnity must give the indemnifying Party prompt written notice of the claim for which indemnity is sought.

b. The indemnifying Party must have sole control over the defense and settlement negotiations of the indemnified claim.

c. The indemnified Party must cooperate with the indemnifying Party in the defense and settlement negotiations of the indemnified claim.

ARTICLE 5 – LIMITATION OF LIABILITY

5.1 **Limitation of Liability.** Sondhi Solutions' liability (whether in contract, tort, negligence, strict liability, by statute or otherwise) to Client or to any third party concerning performance, non performance, or any other matter arising out of or related to this Agreement shall, in the aggregate, be limited to direct and actual damages incurred by such person, and in no event exceed the greater of the amount of fees received by Sondhi Solutions or the amount payable under Sondhi Solutions' applicable insurance policy, except for Sondhi Solutions' indemnification obligations in Article 4.

EXCEPT TO THE EXTENT AWARDED TO A THIRD PARTY BY ANY COURT (OR INCLUDED IN ANY SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY) AND RELATED TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS IN ARTICLE 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS, LOST REIMBURSEMENTS, LOST DATA OR LOST SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

5.2 **Limitation of Actions.** Neither Party may bring a claim against the other more than one year after the cause of action arises.

ARTICLE 6 – CONFIDENTIALITY AND NONDISCLOSURE

The Parties' obligations to maintain, protect and prevent the disclosure of the other Party's confidential information is governed by the Parties' previously (or any subsequently) executed Confidentiality and Nondisclosure Agreement, which is fully incorporated herein, and which will survive and take precedence over any other agreement or Statement of Work executed between the Parties. In the event of any breach of confidentiality, Sondhi Solutions will notify Client immediately.

ARTICLE 7 – FORCE MAJEURE.

7.1 **"Force Majeure Event"** means on occurrence after the Effective Date that

a. was foreseeable or unforeseeable by the Parties on the Effective Date;
b. is beyond the non-performing Party's control;
c. is beyond the non-performing Party's ability to avert through its exercise of reasonable diligence; and
d. prevents or delays the non-performing Party's performance under the Agreement.

Force Majeure Event includes, but is not limited to, each of the following so long as it satisfies (i) through (iv): earthquake, fire, flood, tsunami, landslide, epidemic, quarantine, act of war, revolution, act of terrorism, explosion, embargo, strike, lockout, interruption of transportation, act of the government or public authority, or act of God.

7.2 **Excuse for Non-Performance.** If a Party is unable to perform any obligation under this Agreement due to a Force Majeure Event, the Party is excused from any delay or failure to perform its obligations under this Agreement during the duration of the Force Majeure Event, but only if the non-performing Party:

a. provides notice of the Force Majeure Event, including its nature and expected duration, as soon as practicable after it knows or should have known of the Force Majeure Event giving rise to or appearing likely to give rise to a delay or failure to perform its obligations, and
b. continues to use its best efforts to recommence performance to whatever extent possible without delay.

7.3. **Termination.** If the non-performing Party's delay or suspension of performance due to a Force Majeure Event lasts more than 30 days, the other Party may terminate this Agreement by giving written notice to the non-performing Party.

7.4 **Exclusive Remedy.** This section is the non-performing Party's exclusive remedy for a Force Majeure Event.

ARTICLE 8 – GOVERNING LAW AND DISPUTE RESOLUTION

8.1 **Governing Law.** Indiana law governs this Agreement and all matters arising under or relating to this Agreement.

8.2 **Negotiation.** If the Parties have any dispute that arises under or relates to this Agreement, the parties shall initially attempt in god faith to resolve the dispute through informal negotiation. A Party shall give written notice of the dispute to the other Party (the "Request to Negotiate") describing the nature of the dispute and the requested relief. No later than seven days after delivery of the Request to Negotiate, each Party shall designate a representative to meet to resolve the dispute.

8.3 **Forum for Litigation.** The Parties shall file any action arising under or relating to this Agreement only in the state and federal courts located in Steuben County, Indiana. The Parties hereby consent to those courts' exercising personal jurisdiction over them with respect to this Agreement and waive any right to transfer from the courts of Steuben County.

8.4 **Waiver of Right to a Jury Trial.** Each Party knowingly, voluntarily, and intentionally waives its right to a trial by jury in any legal proceeding arising under or relating to this Agreement. This waiver applies to any legal proceeding, whether in contract, tort, or otherwise. Each party represents that it has received the advice of competent counsel in considering this waiver.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Notices.** The Parties shall send any notice or other communication required by this Agreement in writing by both electronic mail and by United States mail, certified mail return receipt requested. Notices and communications will be sent to Client at the following addresses

Send notices to:

City of Angola, IN

210 N Public Square

Angola, IN, 46703

Attention: RichardHickman

Email: rhickman@angolain.org

with copies to:

Kim Shoup
112 South Wayne
Angola, IN 46703

Attention: Kim Shoup

Email: kimshoup@mchsi.com

to Sondhi Solutions at the following addresses:

Sondhi Solutions, LLC.

47 South Pennsylvania Street, Suite 205

Indianapolis, IN 46204

Attention: Ryan Vaughn, President

Email: rvaughn@sondhisolutions.com

with copies to:

Frost Brown Todd LLC

201 North Illinois Street, Suite 1900

P.O. Box 44961

Indianapolis, IN 46244-0961

Attention: Edwin J. Broecker, Attorney at Law

Email: ebroecker@fbtlaw.com

Notices and communications will be deemed received three days after the day of dispatch. A party may change its address for notice at any time upon written notice to the other party as provided in this section.

9.2 **Assignment and Delegation.** Without the prior written consent of the other Party, neither Party shall assign its rights under this Agreement, whether by contract, merger, consolidation, dissolution, by operation of law, or other means. If a party attempts to assign its rights under this Agreement in violation of this section, the other Party may deem the assignment void for all purposes. Without the prior written consent of the other Party, neither Party shall delegate its performance under this Agreement. If a party attempts to delegate its performance under this Agreement in violation of this section, the other Party may deem the delegation void for all purposes.

9.3 **Successors and Assigns**. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns This provision does not address, directly or indirectly, whether the parties may assign their rights or delegate their obligation under this Agreement. Section 9.3 addresses those matters.

9.4 **Entire Agreement.** This Agreement (together with any Statement of Work and Confidentiality and Nondisclosure Agreement) constitute the entire agreement between the Parties as to the subject matter hereof, and no covenants, representations, or warranties have been made or are being relied upon by any Party except as expressly set forth in this Agreement or incorporates Statements of Work. Any prior negotiations, discussions, or agreements are merged into this Agreement, shall not operate to alter, modify, impair, or affect this Agreement or the interpretation of this Agreement, and are inadmissible as evidence in any legal proceedings. This Agreement supersedes any prior agreements, written or oral, respecting the subject matter of this Agreement.

9.5 **No Oral Amendment, Modification, or Waiver.** The Parties shall not amend or modify this Agreement except in a written agreement signed by all Parties. No Party may waive any provision of this Agreement except in a writing signed by the Party who makes the waiver. Any attempt orally to amend, modify, or waive this Agreement, or any portion of this Agreement, is void.

9.6 **Severability.** If any provision in this Agreement is declared to be unenforceable by a court of competent jurisdiction, that provision is deemed severed and the other provisions in this Agreement will remain in effect. Notwithstanding the previous sentence, the court can reform the unenforceable provision to the minimum extent necessary to render the provision enforceable according to its original business purpose.

9.7 **Interpretation.** This Agreement has been fully negotiated by the Parties, and any ambiguities will not be strictly construed for or against any Party. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.

9.8 **Authority to Execute Agreement.** By signing below, each Party represents and warrants that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any bylaw, covenant, or other restrictions placed upon that Party.

9.9 **Counterparts.** The Parties may execute this Agreement in counterparts, each of which when executed and delivered to the other Party will be deemed a completely executed original. All executed and delivered originals taken together will constitute a single agreement as if both parties had executed the same document. Signatures received by facsimile or email are deemed original signatures.

To evidence the Parties' agreement to this Master Services Agreement, they have executed it as of the Effective Date.

APPROVALS

To evidence the Parties' agreement to this Master Services Agreement, they have executed it as of the Effective Date.

City of Angola, IN		**Sondhi Solutions, LLC**	
By:		**By:**	Ryan Vaughn
Name:	Richard M. Hickman	**Name:**	Ryan Vaughn
Title:	Mayor, City of Angola	**Title:**	President and General Counsel

SONDHI SOLUTIONS

STATEMENT OF WORK

This Statement of Work adopts and incorporates by reference the terms and conditions of the Master Services Agreement dated as of March 6, 2023, between Sondhi Solutions, LLC, an Indiana limited liability company (**"Sondhi Solutions"**) and City of Angola, IN (**"Client"**)(the **"Agreement"**). This Statement of Work is effective beginning 05 / 15 / 2023 and will remain in effect until it is terminated in accordance with the Master Services Agreement. Capitalized terms used but not defined in this SOW have the meanings assigned to them in the Master Services Agreement.

SCOPE

Sondhi Solutions will provide the Client with Managed IT Services (the **"Services"**). The following scope is intended to be a guideline to key tasks that are required to complete this project and are aligned with industry best practices for operational support, availability and security. The tasks and associated hours included within this scope have been provided below:

MANAGED SERVICE - IT SUPPORT

Sondhi Solutions will provide onsite technical resource(s) during scheduled hours. The technical resource(s) may be available later if critical issues arise. These resource(s) will be responsible for the following:

- Help Desk Management
- Service Desk Management providing support to PC and Mac devices
- Printer and Print Server Management/Vendor Oversight
- System Monitoring/Alerting
- Application Monitoring
- Monthly Maintenance/Patching
- IP Address Management
- Password Management
- Documentation Maintenance
- Software License Management

Remote escalation and backfill (sickness, PTO, extenuating circumstances) will be provided by Sondhi Solutions HQ team remotely.

MANAGED SERVICE - INFRASTRUCTURE

Sondhi Solutions manages and maintains the Infrastructure including Servers, Storage, LAN, and WAN to ensure maximum uptime and reliability in systems.

Typically, these resources would be leveraged to conduct the following recurring maintenance tasks:

- Wireless Access Point and Controller
- UPS Maintenance Management
- Hypervisor Management
- Windows Server/VM Management
- Linux Server/VM Management
- Firewall Management
- Load Balancer Management
- Router Management
- Switch Management
- Device Configuration Management

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MANAGED SERVICES - CYBERSECURITY

Your cyber security package includes:

- 24x7 Endpoint Detection and Response
- 24x7 SIEM Monitoring of Servers, Firewalls, and Endpoints
- Notification and Alarms of Potential Incidents including Remediation steps
- User Phishing Training utilizing KnowBe4 Platinum
- Annual Vulnerability Assessments
- Dark Web Monitoring
- Impersonation Detection
- DNS Filtering

STRATEGIC PLANNING

Most organizations overlook IT investments necessary to support a new offering or expand on their existing business. Sondhi Solution's team of engineers and Service Delivery Managers will work hand-in-hand with City of Angola, IN to ensure that the IT budget is invested wisely and predictably. Included in this offering

- Capacity Planning
- Emerging technologies research
- Procurement Assistance

CLIENT RESPONSIBILITIES

Although Sondhi Solutions strives to be able to service our client's entire IT needs, certain responsibilities remain with City of Angola, IN staff. The Client will maintain the financial responsibility for those devices, while Sondhi will provide support and work with the OEM under those support contracts. Due to the complexity and wide variety of technologies in any environment, it is crucial to keep manufacturer warranties current and with appropriate support levels. Further client responsibilities are as follows:

- Firewall license, manufacturer support and/or warranty
- Router and switch manufacturer warranty (24/7 for core devices and 8x5 NBD for others)
- To notify Sondhi Solutions of any changes initiated by City of Angola, IN within covered systems
- Antivirus and anti-spyware license and support for non-Sondhi Solutions licenses
- Backup software license, manufacturer support and/or warranty
- Keeping genuine, licensed, and vendor-supported Server and Desktop Software
- Committing to secure and encrypted wireless data traffic in all offices
- Maintenance and updates of Business Continuity Plan
- Line of Business application support

Change Requests

On occasion City of Angola, IN may need an infrastructure change (Major or Minor) that Sondhi Solutions can quickly resolve. A Change is defined as an Add/Change/Remove to an existing component/environment. All change requests require client approval whether covered by the monthly contract or not. All Minor Change Requests ("CR") (any change requests needing less than 8 hours of continuous engineering time) are included in this contract. Examples of Minor CR's are as follows:

- Non-major version upgrades to devices under management
- Installation of up to five (5) new PCs per month
- Remote rollout of software or upgrades
- Mailbox Migration using existing servers
- Adding switch ports to a VLAN
- Service Pack installations

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EXCLUDED SERVICES

Projects:
On occasion City of Angola, IN may need an infrastructure upgrade or project in which Sondhi Solutions can participate or provide competitive pricing. A Project is defined as a short-term initiative with a defined start and end that produces a unique output (product/service/capability); this includes significant expansion of the current environment. All projects are considered out of scope and billable*separate from the monthly contract at an agreed upon fee with a fixed deliverable. Examples include:

- Major software version upgrade (Windows 2003 to Windows 2008; Exchange 2007 to 2010)
- Mailbox migration when includes a new server
- New Datacenter Implementation
- New Branch Office/Location
- New VLAN Implementation
- Deploying a New Firewall
- New Server Deployment

Change Requests (Major):
All change requests require City of Angola, IN approval whether covered by the monthly contract or not. CR's taking longer than 8 hours at one time are considered Major CR's and are out of scope. Out of scope CR's will be billed based on the resource level needed at the rates listed on *Schedule D.*

ENGAGEMENT GOVERNANCE

1. **Quarterly Business Reviews**. Sondhi Solutions and Client agree to conduct Quarterly Business Reviews ("QBR") to review Services utilization.
    1. The Service Fees will be adjusted based on updated User and Device counts.
2. **Projects**. For the purposes of this SOW a Project shall be defined as any work that falls outside of the aforementioned Scope. For each project, Parties will agree upon a Project scope, cost, and timing in a subsequent Statement of Work, as contemplated in Section 1 "Statement of Work" in the Master Agreement. Project updates will be provided during QBRs or at any other agreed upon cadence.
3. **Performance Management**. Sondhi Solution will provide Service Levels Objectives ("SLO") and/or Key Performance Indicators ("KPI"). Sondhi Solutions will report on the SLOs and KPIs during regularly scheduled QBRs or as required by the individual performance indicator. See *Schedule A*
4. **Escalation Procedures**. Client should utilize the follow Sondhi Solutions escalation path in order to escalate any performance, contractual, billing or other concerns. *See Schedule B*

TERMS

1. The initial term of this Agreement shall be for 36-months, commencing on May 15, 2023 and ending on May 14, 2026.
2. In the event of renewal, the fees payable by the Client to Sondhi Solutions shall increase by 4% for each Renewal Term.
3. Any renewal of this Agreement shall be on the same terms and conditions as this Agreement, unless otherwise agreed to in writing by the parties.
4. The Client shall provide Sondhi Solutions with written notice of its intent not to renew this Agreement no less than 30-days prior to the expiration of the initial term or any Renewal Term.
5. If the Client fails to provide written notice of its intent not to renew this Agreement in accordance with Section 4 above, this Agreement shall automatically be Renewed at the end of the then-current term.

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COST

1. **Software Licenses.**
   1.1. Any software licenses procured on behalf of the Client will be billed separately and will be included on monthly invoices.
2. **Technical Resources.**
   1. Pricing is based on the End-User Device quantities listed in *Schedule C - Supported Devices.* Endpoints beyond the quantity listed will be billed incrementally at $120 per device.
3. **Infrastructure Pricing.**
   3.1. Pricing is based off the Infrastructure quantities listed in *Schedule C - Supported Devices*. Infrastructure devices beyond the quantity listed will be billed incrementally at $99 per network device and $150 per server.
4. **Cybersecurity Pricing.**
   4.1. Pricing is based of the devices listed in *Schedule C - Supported Devices*. Devices beyond the quantity listed will be billed incrementally at $36 per end-user device and $42 per server/firewall.
5. **Price Increases.**
   5.1. End-point counts will be presented monthly and updated quarterly.
   5.2. Cost of Living - Increases in prices shall be limited to the greater of (a) four (4%) percent or (b) the percentage increase from the preceding twelve (12) months in the Consumer Price Index U.S. City Average for Urban Wage Earners and Clerical Workers, Not Seasonally Adjusted ("CPI-U", "U.S. Bureau of Labor Statistics Series #CWUR0000SA0") or, if this index ceases to be published, any other consumer price index published in substitution.
6. **Onboarding Fee**
   6.1. The client shall pay an onboarding fee of **$7,347** upon execution of this agreement. This fee shall cover the costs associated with the initial setup and implementation of the managed services, including but not limited to data migration, system configuration, and user training. The onboarding fee is non-refundable and shall be due within 30 days of the invoice date. Failure to pay the onboarding fee may result in a delay in the commencement of the services.

Managed Services	QTY	Price	Subtotal
End-User Devices	103	$120.00	$12,360.00
MANAGED SERVICES - INFRASTRUCTURE			
Network Devices	21	$99.00	$2,079.00
Servers	21	$150.00	$3,150.00
MANAGED SERVICES - CYBER SECUIRTY			
End-User Devices	103	$36.00	$3,708.00
Core Devices (Firewall/Server)	23	$42.00	$966.00

Total Monthly Recurring Support Cost **$22,263.00**

SONDHI SOLUTIONS

APPROVALS

To evidence the Parties' agreement to this Statement of Work, they have executed it as of the Effective Date.

City of Angola, IN		Sondhi Solutions, LLC	
By:		**By:**	*Lindsey Mayes*
Name:		**Name:**	Lindsey Mayes
Title:		**Title:**	Senior Director of Consulting

SONDHI SOLUTIONS

SCHEDULE A - SERVICE LEVEL OBJECTIVES

Trouble	Level	Response Time	Resolution Objective
Service Not Available (all users and functions)	Critical	30 minutes	1 hour
Significant Degradation of Service (Large number of users or business critical functions affected)	High	1 hour	4 hours
Limited Degradation of Service (Limited number of users affected, business process can continue)	Medium	4 hours	16 hours
Small Service Degradation (Business process can continue, 1 user affected)	Low	8 hours	40 hours

Support Levels	Description
Tier 1 Support	All support incidents begin with a Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is started.
Tier 2 Support	All support incidents that cannot be solved by a Tier 1 tech are escalated to a Tier 2, where more complex support on hardware/software issues can be provided by more experienced Technicians.
Tier 3 Support	Support incidents that cannot be solved by a Tier 2 Tech are escalated to Tier 3, where support is provided by the most qualified and experienced Tech who has the ability to collaborate with 3rd party (vendor) to resolved the most complex issues.

SONDHI SOLUTIONS

SCHEDULE B - ENGAGEMENT CONTACTS

Escalation Level	Contact
Primary	Steve Clark, Manager of Local Government Email: sclark@sondhisolutions.com
Secondary	Cody Tyler, Director of Infrastructure Operations Email: ctyler@sondhisolutions.com
Contractual, Other	Ryan Vaughn, President Email: rvaughn@sondhisolutions.com
Billing	Sam Guerra, Director of Finance Email: sguarra@sondhisolutions.com Phone: (765) 585-9851

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SCHEDULE C - SUPPORTED DEVICES

The following is the number of supported devices as of the Effective Date of the Agreement. The number of devices will be adjusted monthly to reflect any reported changes to the number of Supported Devices. Per Device changes will be updated to reflect the reported changes in Supported Devices. These increases and decreases will occur automatically and do not require amendment to this agreement

Covered Devices and Systems	Quantity
End-user devices/workstations	103
Network Devices - Firewalls	2
Network Devices - Switches	19
Servers	21

SONDHI SOLUTIONS

SCHEDULE D - HOURLY CONSULTING RATE CARD

RATE CARD

Client may leverage additional Sondhi Solutions resources on an hourly basis at the below rates:

Technical Consulting Rates

Resource Description	Hourly Rate	After-hours Rate*
Principal	$268	$280
Senior Architect	$232	$245
Architect	$206	$220
Senior Consultant	$165	$180
Consultant	$124	$140
Associate Consultant	$103	$125

Management Consulting Rates

Resource Description	Hourly Rate	After-hours Rate*
Engagement Manager	$185	$200
Senior Project Manager	$144	$160
Project Manager	$134	$150
Associate Project Manager	$124	$140

**After hours is on weekdays before 8:00 AM and after 6:00 PM, and includes any work completed on any weekend or Federal Holiday.*

SONDHI SOLUTIONS

SCHEDULE E - SERVICE OFFERING DETAILS

End Point Management

Description	Frequency
End-user workstation set up and training	As Needed
Report disk space status for all drives	As Needed
Run defrag and check disk on drives (If applicable/approved by client)	Monthly
Perform Disk Cleanup activies	As Needed
Run system restore point backup	Not Included
Identify and deploy management agent to new devices found on a LAN Scan	Included
Unlimited helpdesk calls through the remote service desk	Limited
Sondhi Solutions will attempt to resolve all incidents remotely	As Needed
Ticket Reporting	Monthly
Alert client to conditions impacting performance: • Employees/Users requiring training • Trending of unhealthy PC's	As Needed
Triage calls by priority and user	As Needed
Sondhi Solutions Service Desk Supported Tasks • PC Software Support • PC Desktop Settings (i.e., E-mail, network, printer, monitor) • PC Desktop Hardware Support (phone number for hardware support needs, support with peripheral devices, etc.) • User Administration - Add/Change/Delete/Unlock or password reset • VPN or Citrix Client • PC Desktop Settings (i.e., E-mail, network, printer, monitor) • PC Desktop Hardware Support (phone number for hardware support needs, support with peripheral devices, etc.) • User Administration - Add/Change/Delete/Unlock or password reset • VPN or Citrix Client	As Needed
Work with and act as liaison with hardware manufacturer to apply equipment warranties	Included

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Infrastructure Management

Description	Frequency
Manage and maintain Infrastructure Applications listed below: • Microsoft Exchange - On Prem • Microsoft SQL (regular maintenance) • Microsoft SharePoint (regular maintenance) • Microsoft Storage Server • Citrix Presentation/XenApp Server	Not Included
• Microsoft Active Directory • VMWare (V5.5 and vSphere) • Microsoft Exchange Online	As needed
Identify potential hardware/device issues	As Needed
Monitor Microsoft System Event Logs to identify potential issues	As Needed
Review disk space status for all drives Weekly to identify potential issues	Real-Time
Monitor disk space usage	Real-Time
Monitor CPU percentage utilization to identify potential issues	Real-Time
Monitor Active Directory replication errors to identify potential issues	As Needed
Run defrag on all drives	On Demand
Perform disk cleanup activities (if applicable/approved by client)	On Demand
Perform scheduled service during approved service window	Monthly
Reboot Servers	As Needed
Perform Active Directory Administrative Tasks • Add/Change/Delete/Unlock Users • Add/Change/Delete Groups • Assignment of individual user and group access rights • Minor Group Policy and Sites & Services administration	As Needed
Review of backup logs to identify potential issues	Daily
Perform test file data restore from backup	Monthly
Review Exchange information store size	Not Included
Review messaging-specific application errors to identify potential problems	Not Included
Review individual Email mailbox size upon client request	As Needed
Review messaging-specific application errors to identify potential problems	As Needed
Review individual Email mailbox size upon client request	As Needed
Review of Exchange database integrity	Not Included

Description	Frequency
Alert Client to dangerous conditions: • Virus infection/outbreak • Potential data corruption • Potential hard drive failure • Hard drive running out of disk space • Low available memory • Network connectivity errors • System or Application events that may result in service disruption • General Backup Failure • Media Failure • Media Rotation Failure • Significant inconsistency of backups due to any issue	As Needed
Continually enhance monitoring to track network performance proactively	Ongoing
Keep Firmware versions up to date on LAN/WAN equipment including researching new releases	As Needed
Troubleshoot and resolve circuit and non-circuit network outages	As Needed
Handle routine network administration and maintenance	As Needed
Keep network documentation up to date	Quarterly
Continually review the network with regards to security vulnerabilities or abnormal tra ffic	On Going

Cybersecurity Management

Description	Frequency
Monitor Microsoft Application Event log to identify potential issues	Real-Time
Monitor Microsoft System Event Logs to identify potential issues	Real-Time
Confirm date and success of last virus scan performed	Weekly
Alert Client to dangerous conditions: • Virus infection/outbreak • Security Vulnerabilities • Brute Force attacks	Real-Time

SONDHI SOLUTIONS

Strategic Planning

Description	Frequency
Participation in IT Steering CommitteeMeetings	Quarterly
Executive Strategy Meetings	As Needed
Presentations for improvements or emerging technology update	As Needed
Executive Reporting	Monthly
Business Continuity Plan Testing	Semi-Annual
IT Budget Development	Annually
IT Governance Review and Development	On Going
Procurement Assistance	As Needed
Participation Regulatory/Compliance meetings	As Needed

CITY OF ANGOLA, INDIANA
EMPLOYMENT ELIGIBILITY VERIFICATION

The undersigned agent, being duly sworn on oath, affirms under penalties of perjury that he does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all his newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

The Contractor shall require his subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

Dated at 3:20pm this 1 day of March, 2023.

Sondhi Solutions
(Name of Organization)

By _____

President and General Counsel
(Title of Person Signing)

ACKNOWLEDGEMENT

State of Indiana)
) ss
County of Marion)

Before me, a Notary Public, personally appeared the above-named Ryan Vaughn and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 1 day of March, ~~2025~~ 2023

JILL NICOLE BREZKO
Seal
Notary Public - State of Indiana
Marion County
My Commission Expires Jan 19, 2025

_____
Notary Public

Jill N. Brezko
Printed or Typewritten Name of Notary Public

My Commission Expires: Jan 19, 2025

County of Residence: Marion

CITY OF ANGOLA, INDIANA

INDIANA IRAN INVESTMENT CERTIFICATION

The State of Indiana enacted a law (IC 5-22-16.5) which requires all state agencies and political subdivisions request certification from its contractors that the contractor is not engaged in investment activities in Iran as Chapter 16.5 defines those terms. This certification serves as notice that all contractors doing business with the City of Angola, Indiana must, as a term of its contract, certify that contractor does not engage in investment activities in Iran.

I, Ryan Vaughn, the duly authorized representative of Sondhi Solutions (name of contractor), certify under penalty of perjury that Sondhi Solutions (name of contractor) does not engage in investment activities in Iran as those terms are defined by IC 5-22-16.5.

Sondhi Solutions
(name of contractor)

By: [signature]
(signature of authorized representative)

Ryan Vaughn
(printed name of authorized representative)

Date: 3/1/2023

WESSLER
ENGINEERING

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February 10, 2023

City of Angola
Jeff Gaff, Wastewater Superintendent
210 North Public Square
Angola, IN 46703

Re: Proposal for Professional Services
Sanitary Sewer Rehabilitation

Dear Mr. Gaff:

We are pleased to present this Proposal to the City of Angola (hereinafter referred to as OWNER) to provide Professional Services in conjunction with the Sanitary Sewer Rehabilitation.

I. PROJECT DESCRIPTION

The OWNER has expressed a need for Professional Engineering Services related to the rehabilitation of the Sanitary Sewer in the City of Angola. Preparation of design plans and specifications for the purpose of a sanitary sewer rehabilitation project addressing approximately 1,650 linear feet of existing sanitary sewers within the OWNER's existing sanitary sewer system. Work is expected to include cured-in-place pipe (CIPP) lining and associated preparation and reinstatement work including review of CCTV. These wastewater collection system improvements will reduce and mitigate the public health and safety risks, decrease I/I flows, and lower the potential for sewer collapses. Herein referred to as PROJECT. Total construction cost for the Work is expected to be less than $150,000 and construction will be procured through using solicited quotes.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. DESIGN PHASE

1. Project Meetings
   a. Attend up to three (3) meetings during the design and quote phases of the project. One of these meetings to include a site visit.

2. Pre-Design
    a. Receive digital mapping information from OWNER as the basis of sewer alignment, manhole locations, and other surface features.
    b. Receive raw flow monitoring data from OWNER and provide analysis to determine average and peak levels and flow rates within the sewer mains requiring bypass during sanitary sewer rehabilitation.
    c. Collaborate with specialty contractors (CIPP, bypass pumping, manhole rehabilitation).
3. Bypass Flow Management Considerations
    a. Coordinate with OWNER and a reputable bypass pumping contractor to identify site specific bypass pumping requirements for the PROJECT.
    b. Identify potential bypass suction and discharge points as well as routes between the points.
    c. Explore options for burial of bypass lines and maintenance of traffic considerations.
    d. Develop bypass pumping requirements for inclusion in the Quote Package.
4. Utility Survey and Coordination
    a. Contact Indiana Underground for utility locates in areas where excavations are anticipated to occur for CIPP installation access.
    b. Survey existing utilities where marked in the field by the respective utility for inclusion in the Design Drawings.
    c. Coordinate with local utilities to identify and resolve potential conflicts.
    d. Coordinate with the Street Department regarding CIPP installation access, bypass piping, development of maintenance of traffic plans, and affected property owners.
5. Design Phase
    a. OWNER shall perform and construct all necessary spot repairs separate from the CIPP design and have repairs completed prior to the start of lining process. Engineer will review post spot repair CCTV inspection videos prior to lining to ensure lining operation can occur as designed. No design or construction administration of spot repairs is included with the scope of services.
    b. Incorporate existing CCTV inspection videos of the sanitary sewer mains into the Design Documents. Updated CCTV inspection videos to be provided to Engineer prior to start of design phase.
    c. Identify the location & source of laterals discharging into the sanitary sewer mains based upon review of the CCTV inspection videos.
    d. Evaluate the location of potential excavation points to facilitate CIPP and the corresponding impact on utilities, traffic, etc.

e. Prepare maintenance of traffic measures to keep roads and sidewalks open and safe.
f. Prepare details for pavement restoration, if required.
g. Determine the metrics and site conditions required for CIPP liner thickness calculations.
h. Prepare technical specifications compatible with OWNER's construction documents and specification format.
i. Prepare Draft Design Drawings and details for sanitary sewer main rehabilitation, bypass pumping, maintenance of traffic, and erosion and sediment control (if necessary). Submit Draft Design Drawings, specifications, and ENGINEER's estimate of construction cost for review by OWNER.
j. Address OWNER's review comments.
k. Prepare and submit Quote Package to OWNER before sending out for quotes. Submit updated ENGINEER's estimate of construction cost. Quote package will include the scope, extent, and character of the Work to be performed and furnished by Contractors.
l. Deliver 1 (one) bound copy of the Quote Package, plus electronic copies in Word, AutoCAD, and PDF formats to OWNER.

6. Quality Control (Qc)
   a. Conduct internal Qc reviews of drawings, specifications, and cost estimates prior to Draft Design and Quote Package submittals.
   b. Incorporate Qc review comments into the Quote Package.

ENGINEER's services under the Design Phase will be considered complete on the date when the Quote Package has been delivered to OWNER.

B. QUOTE PHASE

1. Assist in requesting and obtaining quotes from Contractors for the Work.
2. Maintain a record of Contractors to whom Quote Packages have been issued.
3. Conduct a pre-Quote conference and prepare minutes of the meeting for distribution.
4. Respond to Contractor's questions and issue Addenda as appropriate to clarify, correct, or change the Quote Documents.
5. Provide information or assistance needed by OWNER in the course of any negotiations with Contractors.
6. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractors for those portions of the Work as to which such acceptability is required by the Quote Documents.

7. Attend the Quote opening, prepare a Certified Quote tabulation, and assist OWNER in evaluating Quotes. Prepare and submit a Quote Summary letter to OWNER.
8. Assemble and assist OWNER in awarding contract documents for the Work.
9. Prepare a Notice of Award to the successful Contractor, award instruction letter, and Construction Agreement.

C. CONSTRUCTION ADMINISTRATION PHASE

1. Consult with OWNER and act as OWNER's representative to administer construction.
2. Participate in a Pre-construction Conference prior to commencement of Work at the site.
3. Review schedules submitted by the Contractor.
4. Make visits to the site.
5. Issue necessary clarifications and interpretations of the Contract Documents.
6. Prepare Change Orders and work change directives.
7. Review Shop Drawings and Submittals.
8. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
9. Review and recommend periodic payment application from the Contractor to OWNER.
10. In conjunction with OWNER, conduct an inspection to determine if the Work is substantially complete.
11. Upon completion of the punch-list items, provide a Final Inspection of the work completed by the Contractor. Following Final Inspection, provide a recommendation to OWNER on final payment request by the Contractor, and release of Contractor's retainage.
12. Obtain from the Contractor the warranty certification, releases, waivers of liens, record drawings, and other closing documents as required by the Contract Documents. Rehabilitation duration expected to last approximately 1 month. Review and submit the documents to OWNER for the OWNER's permanent file and record.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

A. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing.

B. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

C. Conducting or attending meetings called by the OWNER with property owners, business leaders, and residents to discuss easements, rights-of-way, and land to be acquired, or other elements or matters of the PROJECT.

D. Appearances before courts, boards, or commissions on matters of public hearings, permit protests, or litigation related to the PROJECT.

E. Other services requested by OWNER and performed or furnished by ENGINEER not otherwise provided for in this Agreement.

IV. INFORMATION TO BE PROVIDED BY OWNER

A. OWNER shall provide reasonably available information as requested by ENGINEER including:

1. Existing system information, ENGINEER can rely upon to evaluate operations of the collection system
2. CAD or GIS shapefile, including:
    a. Wastewater collection system geospatial and attribute data
    b. Right-of-way information and property lines for those properties to be served

V. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

A. Compensation for Professional Services described in Article II shall be on a Time and materials basis per ENGINEER's 2023 Hourly Rate and Reimbursable Expense

Schedule (Attachment No. 2) in the not-to-exceed amount of $31,570.00 as follows. ENGINEER may allocate dollars between the individual tasks within the total not-to-exceed amount; however, the total not-to-exceed amount shall not be exceeded without prior written approval of the OWNER.

Article II.A – Design Phase	$18,000.00
Article II.B – Quote Phase	$5,200.00
Article II.C – Construction Administration Phase	$8,300.00
Total Estimated Fee:	$31,500.00

B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.

C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

VI. SCHEDULE

The proposed schedule is as follows:

Activity	Timeline
Draft Design Document Submittal	Within 6 weeks of delivery of CCTV videos
Quote Package Submittal	2 weeks from receipt of Owner's comments for Draft Design
Send out for Quotes	TBD
Receive Quotes	TBD
Construction Administration	TBD

VII. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.

WESSLER ENGINEERING

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this _____ day of _____, 2023.

ENGINEER
WESSLER ENGINEERING, INC.

Charles A Hutton
C. Aaron Hutton, P.E.
Vice President

Attest: Nathan A. Brune
Nathan A. Brune, P.E.
Project Manager

Date: February 10, 2023

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

OWNER
CITY OF ANGOLA, INDIANA

Richard M. Hickman
Mayor

Attest: _____
Ryan P. Herbert
Clerk-Treasurer

Date: _____

ADDRESS FOR GIVING NOTICE:
City of Angola
210 North Public Square
Angola, IN 46703

NAB/dmk Y:/02 Proposals/Angola/ P#03525/Sanitary Sewer Rehabilitation

Attachments: No. 1 – Standard Terms and Conditions
No. 2 – 2023 Hourly Rate and Reimbursable Expense Schedule
No. 3 – E-Verify Affidavit

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ATTACHMENT NO. 1
STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

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ATTACHMENT NO. 2

2023 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

Position	Hourly Rate*
Principal Engineer I/II	$235/$250
Senior Project Manager I/II	$210/$235
Senior Project Engineer I/II	$210/$235
Project Manager I/II	$165/$175
Assistant Project Manager	$145
Project Engineer I/II/III/IV	$135/$145/$165/$175
Engineer	$120
Electrical/Control System Senior Project Manager I/II	$210/$250
Electrical/Control System Senior Project Engineer I/II	$210/$240
Electrical Project Manager I/II	$165/$175
Electrical Project Engineer I/II/III/IV	$135/$145/$165/$175
Electrical Engineer	$120
Control System Engineer I/II/III/IV	$125/$145/$165/$180
Control System Technician I/II	$95/$105
Environmental Services Senior Project Manager I/II	$165/$175
Environmental Services Project Manager I/II	$140/$150
Environmental Services Assistant Project Manager	$115
Environmental Scientist I/II/III	$90/$100/$110
Senior CAD Manager I	$180
CAD Manager I/II	$135/$160
GIS Manager I/II	$130/$155
Senior Designer I/II	$125/$140
Designer	$115
GIS Technician I/II/III	$95/$105/$115
Technician I/II/III/IV	$70/$90/$100/$110
Senior Resident Project Representative I/II	$120/$130
Resident Project Representative I/II/III/IV	$70/$90/$100/$110
Senior Field Services Manager	$150
Field Services Manager I/II	$120/$135
Registered/Professional Land Surveyor	$210
Senior Survey Technician	$150
Survey Manager I/II	$135/$145
Survey Crew Chief I/II/III	$90/$100/$110
Utility Coordinator	$135
Project Analyst I/II	$105/$120
Project Coordinator	$90
Project Administrator	$65

WESSLER ENGINEERING

More than a Project™

Reimbursable Expenses shall be charged as follows:

Item and Unit		Unit Cost
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5″x11″ / 11″x17″	$0.20
	24″x36″	$1.00
Color	8.5″x11″/ 11″x17″	$0.25/$0.50
Plots-Bond: (each)	12"x18"/ 24″x36″	$0.50/$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		$25.00 per hour
Drone Equipment		$25.00 per hour
Sewer CCTV Camera		$50.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

January 19, 2023

ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature): _____

(Printed Name) Brent A. Siebenthal

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION

JAMES L PURTEE NOTARY SEAL PUBLIC JOHNSON COUNTY, STATE OF INDIANA COMMISSION NO 711180

Subscribed and sworn to before me this 5th day of January, 2023.

(Signed) _____

James L. Purtee

My commission expires March 5, 2026

Residing in Johnson County, State of Indiana

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TASK ORDER

This is CEI Task Order No. 2023-01, consisting of _____ pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 18, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

   A. Effective Date of Task Order: _____

   B. Owner: City of Angola

   C. Engineer: Commonwealth Engineers, Inc.

   D. Specific Project (title): Chloride and Mercury Variance Annual Report Preparation

   E. Specific Project (description): Prepare Chloride and Mercury Variance Annual Reports as required by NPDES Permit No. IN0021296 and submit to IDEM OWQ Municipal Permits Section on or before April 1, 2023.

2. Services of Engineer

   A. Other Services

      Engineer shall also provide the following services: As noted above.

   B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

   Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: N/A

4. Task Order Schedule

   In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

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Phase	Completion Date
Provide Draft Annual Reports to City for Review	March 15, 2023
Obtain Comments/Corrections from City	March 24, 2023
Submit Annual Reports to IDEM OWQ Permits Section	March 31, 2023

5. Payments to Engineer

   A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation *(Lump Sum or Hourly Rates)*
1) Basic Services (Part 1 of Exhibit A)		
a. Other Services (see A1.08, and 2.A above)	$20,000.00	Hourly NTE

   Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

   B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Consultants retained as of the Effective Date of the Task Order: N/A

7. Other Modifications to Agreement and Exhibits:

   a. Article 8.05, "Engineer's Certifications", of the Agreement is hereby amended to include the following:

      "B. Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into this Agreement with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

      The Engineer hereby certifies to the Owner that the Engineer does not knowingly employ an unauthorized alien. The Engineer further affirms that, prior to entering into its Agreement with the Owner, the Engineer has enrolled in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

      The Engineer shall provide to Owner a sworn affidavit on an annual basis or as requested by the Owner.

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C. Pursuant to Executive Order 13846, the Engineer hereby certifies to Owner that Engineer is not engaged in Investment Activities in Iran."

8. Attachments:

- Commonwealth Engineers, Inc., Standard Hourly Rates and Reimbursable Expenses Schedule, July 1, 2022 – June 30, 2023.

9. Other Documents Incorporated by Reference: Exhibit A

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

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The Effective Date of this Task Order is _____, _____.

OWNER	ENGINEER
CITY OF ANGOLA	COMMONWEALTH ENGINEERS, INC.
By:	By: DocuSigned by: E3A3A0119D374E3...
Name: Richard M. Hickman	Name: Albert C. Stong, P.E.
Title: Mayor	Title: President
	Engineer License or Firm's Certificate No. 10201336
	State of: Indiana
Date Signed:	Date Signed: 2/16/2023
Attest:	Attest:
By:	By: DocuSigned by: C8BE1245FDF841A...
Ryan Herbert	Brady M. Dryer
Title: Clerk-Treasurer	Title: Partner/Env. Compliance Manager
	CFO/Accounting Approval: DocuSigned by: 2990FE45808F4E5...

DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Jeff Gaff	Name: Brady M. Dryer
Title: Wastewater Superintendent	Title: Partner/Env. Compliance Manager
Address: 1095 Redding Rd.	Address: 6325 Digital Way, Suite 101
Angola, IN 46703	Indianapolis, IN 46278
E-Mail Address: jgaff@angolain.org	E-Mail Address: bdryer@contactcei.com
Phone: (260) 665-6806	Phone: (463) 900-1177
Fax: (260) 624-2699	Fax: (317) 887-8641

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COMMONWEALTH ENGINEERS, INC.
STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE
July 1, 2022 – June 30, 2023

Billing Class	Rate Per Hour	Billing Class	Rate Per Hour
Principal III	$ 112.20	Environmental Compliance Manager	$ 55.29
Principal II	$ 102.94	Compliance Specialist	$ 30.94
Principal I	$ 94.10	Environmental Scientist	$ 30.94
Project Manager IV	$ 93.13	Construction Manager	$ 57.70
Project Manager III	$ 87.13		
Project Manager II	$ 71.06	Resident Project Representative IV	$ 45.99
Project Manager I	$ 63.97	Resident Project Representative III	$ 38.83
		Resident Project Representative II	$ 35.04
Senior Electrical Engineer	$ 87.13	Resident Project Representative I	$ 31.25
Senior Process Engineer	$ 76.46	Clerical III	$ 37.88
		Clerical II	$ 29.22
Project Engineer IV	$ 72.35	Clerical I	$ 21.43
Project Engineer III	$ 57.98		
Project Engineer II	$ 54.64	Reproduction Processor	$ 26.79
Project Engineer I	$ 50.67		
		Trainee	$ 20.82
Engineering Intern III	$ 45.04		
Engineering Intern II	$ 42.36	CADD Specialist IV	$ 44.07
Engineering Intern I	$ 38.20	CADD Specialist III	$ 40.03
		CADD Specialist II	$ 34.23
		CADD Specialist I	$ 27.41
Designer IV	$ 55.39		
Designer III	$ 50.83	Chief Technology Officer	$ 63.38
Designer II	$ 46.34	IT Tech	$ 30.59
Designer I	$ 37.40	Multimedia Coordinator	$ 50.40
		Survey Manager	$ 60.00
Operations Specialist	$ 45.30	Surveyor	$ 47.25
		Project Surveyor	$ 42.10
Grants Manager	$ 57.67	Field Technician	$ 36.12

In order to arrive at the total billing rate, the above direct payroll rates shall be multiplied by factors of 44.3119% and 96.4286% to account for payroll and general overhead costs respectively. In addition, a 15% profit level is then added to arrive at total labor costs. This is a total multiplier factor of 3.2599 times direct payroll rates.

Reimbursable Expenses

1. Travel: Starts at the office and shall be at the then approved rate by the U.S. Internal Revenue Service, plus 15% profit.
2. Subsistence and Lodging: Actual Cost, plus 15% profit.
3. Express Charges and Postage, other than first class mail: Actual Cost, plus 15% profit.
4. Paper Prints: $0.75 per square foot, plus 15% profit.
5. Special Tests and Services of Special Consultants (not used without specific written consent of Owner): Actual Costs, plus 15% profit.

It is agreed that the Owner will make payment of each invoice presented by Commonwealth within thirty (30) days from the date of the invoice. Payments received after this time shall be subject to an interest charge of 1% per month.

March 1, 2023

Ms. Amanda Cope, P.E.
City Engineer
City of Angola
210 N. Public Square
Angola, IN 46703

Re: Poka-Bache Connection Trail
Contract Letter with Standard Terms & Conditions

Dear Amanda:

VS Engineering, Inc. (VS) is excited to work closely with the City of Angola (OWNER). Please find below our scope of services and associated fees. Our standard terms and conditions are attached and apply to this work.

Scope of Services

VS shall provide the following services and phases to complete the project development. An opinion of probable cost will be prepared at each design phase prior to bidding. Each section is itemized according to specific design elements.

I. Topographic Surveying Services
BASIC SERVICES

A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. VS shall prepare and record a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

B. Electronic files including the following shall be prepared and submitted by VS as directed by client:
   1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg format.
   2. 1-foot contours in AutoCAD Civil 3D .dwg format.
   3. TIN used to create contours as derived from Civil 3D in .xml format.

4. Electronic points file in .txt coordinate format.
5. Location Control Route Survey in .pdf format
6. Survey Book in .pdf format.

C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Areas – See Attachment No. 1

U.S. 27

Beginning at the centerline of County Road 150 South, survey north 3,050 feet to a point 50 feet north of the centerline of Felicity Street. The width of survey will be 60 feet from the centerline of the roadway (30 feet from the centerline of the proposed trail alignment) on the east side and to the curb line on the west side of the roadway.

Felicity Street

Beginning at the centerline of U.S. 27, survey east 700 feet to a point 50 feet past the centerline of Felicity Street. The width of survey will be 50 feet from the centerline of the roadway (30 feet from the centerline of the proposed trail alignment) on the south side and to the curb line on the north side of the roadway.

Washington Street

Beginning at the centerline of Felicity Street, survey north 950 feet to a point 25 feet past the centerline of Prospect Street. The width of survey will be 55 feet from the centerline of the roadway (30 feet from the centerline of the proposed trail alignment) on the east side and to the curb line on the west side of the roadway.

Prospect Street

Beginning at the centerline of Washington Street, survey east 350 feet. The width of survey will be 50 feet from the centerline of the roadway (30 feet from the centerline of the proposed trail alignment) on the south side and to the curb line on the north side of the roadway.

Euclid Avenue

Beginning at the centerline of Prospect Street, survey north 330 feet to a point 25 feet past the centerline of Water Street. The width of survey will be 45 feet from the centerline of the roadway (30 feet from the centerline of the proposed trail alignment) on the east side and to the curb line on the west side of the roadway.

Water Street

Beginning at the centerline of Euclid Avenue, survey east 815 feet. The width of survey will be 50 feet from the centerline of the roadway (30 feet from the centerline of the proposed trail alignment) on the south side and to the curb line on the north side of the roadway.

Total survey includes approximately 6,195 lineal feet by the widths described above.

D. Obtain section or auditor plats for properties on the trail side of the project limits from local and state agencies. Subdivision plats will be obtained for all subdivisions within the project area and last deeds of record for metes and bounds parcels.

E. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Horizontal Datum will be the Steuben County Zone of the Indiana Geospatial Coordinate System (InGCS).

F. Establish on-site elevation using NGS, DNR, Steuben County Surveyor benchmarks or GPS/OPUS observations. Set temporary bench marks within the project limits such that the elevation datum can be re-established during construction.

G. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.

H. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.

I. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S)). VSE shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, VSE shall provide listing of all utilities and all information available for that utility including address, and telephone number.

J. Perform design survey in sufficient detail to obtain topographic data, buildings, walls, walks, signs, vaults, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size. **Individual trees will not be identified in wooded/brush areas.**

K. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads,

railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.

L. Indicate spot elevations at all, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.

M. Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish a hard copy together with all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

N. Prepare and record a Location Control Route Survey Plat depicting existing alignments, right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

II. Trail Design Services

VS shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project. The trail design elements shall be in accordance with the following reference documents in effect at the time the roadway plans are submitted:

1. Indiana Design Manual, as published by the Indiana Department of Transportation (INDOT)
2. Standard Specification and Recurring Special Provisions, as published by the Indiana Department of Transportation (INDOT)
3. Indiana Design Memoranda, as published by the Indiana Department of Transportation (INDOT)
4. 2011 Indiana Manual on Uniform Traffic Control Devices, as published by the Indiana Department of Transportation (INDOT)
5. A Policy on Geometric Design of Highways and Streets (Green Book), as published by the American Association of State Highway and Transportation Officials (AASHTO).
6. Roadside Design Guide, as published by the American Association of State Highway and Transportation Officials.
7. Right-of-Way Engineering Manual, as published by the Indiana Department of Transportation (INDOT)
8. Americans with Disabilities Act, as published by the United States Department of Justice

In the event that any design standards within the aforementioned reference documents are changed during the design process, VS shall be entitled to additional compensation, as necessary, to incorporate design standard changes into the project design.

The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The responsible registrant shall affix his/her seal to all plans, specifications and reports.

VS shall develop all trail, traffic and erosion control plans in accordance with the aforementioned reference documents and prepare all submissions as follows:

1. Prepare Preliminary Plans for LPA Review Only.
2. Upon approval of Preliminary Plans, VS shall prepare Final Tracings.

VS shall develop maintenance of traffic plans in accordance with the aforementioned reference documents based on the following requirements:

1. Maintaining one lane in each direction, along all adjacent streets. Periodic times of one lane traffic with flaggers will be necessary.
2. Maintaining access to all residential and commercial properties within the project corridor.

Geotechnical Engineering

VS shall provide an evaluation of the subsurface conditions and assess the impacts of these conditions on the proposed construction. VS shall:

1. Prepare a site-specific safety plan for the fieldwork using SME's Health and Safety Checklist. This includes a Job Hazard Analysis for each activity performed on site.

2. Stake/mark the boring locations using a sub-foot GPS unit to obtain coordinates and ground surface elevations at each boring location.

3. Clear public utilities through the IUPPS system.

4. Provide traffic cones, signs, and regulators for traffic control, as needed.

5. Mobilize a truck-mounted Geoprobe® rig to the alignment.

6. Sample the subgrade at up to 12 locations along the project alignment. The probe spacing will be about 500 feet. Sampling will consist of:

    a. Perform United States Army Corps of Engineers (USACE) Dynamic Cone Penetrometer (DCP) tests to evaluate the consistency of the upper subgrade soils and estimate the California Bearing Ratio (CBR) of the subgrade. CBR is an index commonly used in pavement design that gives an indication of subgrade support characteristics. The USACE has developed relationships to estimate the CBR value from the results of the DCP tests.

b. Sample the subgrade using a hydraulic push Geoprobe® device to a depth of 4 feet below the existing ground surface, except along East Felicity Street in the vicinity of the retaining wall where testing/probing will be extended to a depth of 10 feet below the existing ground surface. The Geoprobe® recovers continuous samples at the boring locations using acetate-lined piston samplers. The liners will be sealed in the field and returned to the SME laboratory for further examination and testing.

c. Record groundwater levels during and immediately after drilling. After completion of drilling, the boreholes will be backfilled with auger cuttings. Therefore, long-term groundwater levels will not be obtained for this evaluation.

7. Perform laboratory tests including visual soil classification on recovered samples along with moisture content, Atterberg limit determinations, and strength properties of recovered cohesive samples.

8. Summarize our findings in a written report that will include:

a. Descriptions of the alignment conditions and project information.

b. Descriptions of the field and laboratory testing programs.

c. Descriptions of the surficial material, subgrade, and groundwater conditions encountered in the borings.

d. Recommendations for subgrade preparation for the trail, compaction and material requirements for engineered fill, and an evaluation of the suitability of the soils encountered in the borings for reuse as engineered fill.

e. Recommendations regarding retaining walls, including allowable soil bearing pressure, estimated settlement, lateral earth pressures, backfill, and compaction.

f. Pavement design recommendations and a discussion regarding pavement construction for the trail.

g. A discussion regarding potential construction issues related to pavements (such as weather, groundwater control, and other conditions that may affect construction), based on the soil and groundwater conditions encountered.

h. Boring location diagram(s).

i. Logs and data sheets prepared for each boring that will include a description of the soils encountered and the results of the field and laboratory tests.

The following items are not anticipated to be needed for this project, and are considered out of scope and are subject to a supplemental agreement if deemed necessary:

1. Subsurface Utility Engineering

The following items are anticipated to be needed for this project, and shall be completed by the LPA:

1. Land Acquisition Services

III. Permits

VS shall prepare and submit the application and back-up documentation for the following permits:

Indiana Department of Environmental Management (IDEM) – Stormwater Pollution Prevention Plan and Rule 5 Notice of Intent

VS shall prepare Stormwater Pollution Prevention Plan (SWPPP) in accordance with the Indiana Department of Transportation, Indiana Design Manual and IDEM's Stormwater Quality Manual. The Stormwater Pollution Prevention Plan shall be developed in a format that identifies general plan information (Section A), Construction Requirements (Section B) and Post-Construction Requirements (Section C) if necessary.

VS shall not be responsible for sizing post-construction stormwater quality and quantity measures as part of the permitting scope of work. All post-construction stormwater quality and quantity measures required to meet local, state and federal requirements are to be completed as part of other scope items.

VS shall obtain approval of the SWPPP from the Steuben County (IN) Soil and Water Conservation Service. Upon approval of the SWPPP, VS shall satisfy public advertisement requirements, complete the IDEM Rule 5 Notice of Intent Form and submit the completed package to IDEM.

VS shall monitor the progress of the permit applications, correspond with Steuben County and State of Indiana officials and respond to requests for additional information and/or clarifications in a timely manner.

All permit fees to be paid for by VS and reimbursed by OWNER as a direct reimbursable cost.

IV. Bidding Services

A. VS shall provide bidding assistance for the construction contract letting. The elements associated with this task are as follows:

1. Receive and respond to contractor inquiries regarding bidding documents.
2. Provide assistance in issuing addenda to Bid Documents.
3. Pre-bid meeting.
   a) Attend pre-bid meeting.
   b) Prepare and distribute addenda and meeting minutes.
4. Attend bid opening.
5. Prepare Conformed to Contract plans and documents.

Development Schedule

Milestone	Days From Notice to Proceed
Notice to Proceed	
Topographic Survey	40 days
Preliminary Design	220 days
Final Design	300 days
Bidding	360 days

*Note: Right-of-way acquisition needs will be addressed during the Preliminary Design phase.

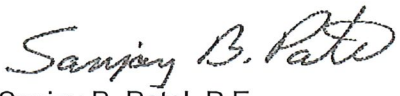
Fee Schedule

Based on the scope of work detailed herein, the lump sum fee for completion of the Poka-Bache Connection Trail project design services is as follows:

I.	**Topographic Survey**	**$ 43,600.00**
II.	**Roadway Design**	**$ 94,700.00**
III.	**Permitting**	**$ 5,800.00**
IV.	**Bidding Phase**	**$ 6,600.00**
	Project Total:	**$150,700.00**

We look forward to providing our professional services and will begin upon your written authorization below. Please contact us if you should have any questions or require additional information.

Respectfully,



Sanjay B. Patel, P.E.
President and CEO
VS Engineering, Inc.

Enclosure – Terms & Conditions

Contract Approval
The below acknowledges and approves of the proposed scope of services, associated fees, and standard terms and conditions.

Signature: _____

Name: _____ Date: _____

Title: _____

1.1. Compensation for Services. VS Engineering, Inc. (VS) will submit monthly invoices for partial completion of services. Payment from Client will be due within 30 days of VS's invoice. VS will stop work if account balances become 90 days overdue. Invoices not paid within 120 days will be referred for collection and Client will be responsible for all expenses incurred by VS in the collection, including attorney fees.

1.2. Services Outside Scope of Agreement. Services not set forth or listed in this Agreement are specifically excluded from the scope of services. If circumstances or conditions that were not originally contemplated by or known to VS are revealed, to the extent they affect the scope of services, VS may call for renegotiation of appropriate portions of this Agreement. VS will provide additional services upon written approval from Client or upon verbal approval from Client followed by a confirmation letter from VS. These additional services will be outside the scope of this Agreement and will be billed to Client at VS's standard hourly rates plus expenses.

1.3. Standard Hourly Rates. Unless specifically noted in the written scope, VS shall use the current year standard hourly rates and expenses for all hourly work. The current year shall be the year in which the work is being completed. Any work completed as an Expert Witness shall be done at a rate 2.0 times the standard hourly rates.

1.4. Representation and Opinions. VS represents that all Services provided by its members, employees, agents and representatives are performed in a professional manner in accordance with sound consulting and engineering practices and procedures.

1.5. Opinions of Probable Cost. In providing opinions of probable cost, Client understands VS has no control over the cost or availability of labor, equipment, materials, or market conditions. VS's opinions of probable cost are made on the basis of professional judgment and experience. VS makes no warranty, expressed or implied that the costs will not vary from the opinion of probable cost.

1.6. Access. Client shall arrange for access to and shall make all necessary provisions for VS to enter upon public and private property as required by VS to perform the Services required under this Agreement. Although VS will exercise reasonable care in performing its Services, Client understands that performing some services may unavoidably cause minor disturbance to the Site, the correction of which is not part of this Agreement.

1.7. Limited Liability. VS shall have the first and primary right to remedy any errors, omissions or defective workmanship. VS shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that Client's sole remedy against VS is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. VS is not responsible for errors which result from faulty or incomplete information supplied by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against VS or its subcontractors no later than one year after completion of Services.

1.8. Indemnification. VS agrees to indemnify and hold harmless Client and all of its officers, directors and employees against claims, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, (including reasonable attorneys' fees) which result from any act or omission constituting gross negligence, willful misconduct or breach of fiduciary duty by any manager, agent or employee of VS in connection with VS's performance under this Agreement. Client agrees to indemnify and hold harmless VS and all of its managers, employees, agents, and other representatives ("Indemnitee") against costs, losses, liabilities, expenses (including reasonable attorneys' fees), and amounts paid in settlement actually incurred in connection with third party claims against any Indemnitee (collectively, "Losses") which result from any act or omission constituting negligence, misconduct, or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, unless such Losses are covered by insurance, in which event VS shall be indemnified only to the extent of any uninsured Losses. It is intended by the parties of this agreement that VS's services in connection with the project shall not subject VS's individual employees, officers, or directors to any personal

legal exposure for the risks associated with this project. Therefore, and not withstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against VS, an Indiana corporation, and not against any of VS's individual employees, officers or directors.

1.9. **Force Majeure.** Neither party shall be liable to the other for any costs or damages due to causes beyond its control, expressly including weather conditions. Extensions of the performance schedule (if any) shall be deemed to be automatically granted in the case of delays beyond the control of VS.

1.10. **Instruments of Service.** All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by VS pursuant to this Agreement are instruments of service in respect to this Project, and VS shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this Project, on any other project, or for completions of this Project should this Agreement be terminated, nor may such documents be so reused without the express written consent of VS. Any reuse or modification of such documents without the consent of VS will be at Client's sole risk and without liability to VS, and Client shall indemnify and hold VS harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

1.11. **Governing Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. At VS's election, Client hereby submits to the exclusive jurisdiction and venue of any court (federal, state or local) having situs within the County of Marion, State of Indiana, expressly waives personal service of process and consents to service by certified mail, postage prepaid, directed to the last known address of Client. Client hereby waives any objection to improper venue, forum non conveniens and trial by jury.

1.12. **Client Disclosure and Lawfulness.** Client agrees to disclose to VS all pertinent information relative to the project including surveys, data, instructions, past reports and/or correspondence. VS may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.13. **Construction Observation.** If VS is not contracted for Construction Observation services associated with design services, it is understood and agreed that such services will be provided for by Client. Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation and Client waives any claims against VS that may be in any way connected thereto.

1.14. **Termination.** This Agreement may be terminated by either party upon 14 days written notice. Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.

1.15. **Assignment.** This Agreement is binding upon and inures to the benefit of the respective parties hereto, their legal representatives, successors, and assigns. Neither VS nor Client may assign, sublet, or transfer its interests in this Agreement without first obtaining the written consent of the other.

1.16. **Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services as set forth in this Agreement.

1.17. **Authorization.** All signatories represent they are duly authorized to execute this Agreement.

This agreement represents the entire understanding of parties in respect to projects and can only be modified in writing signed by both parties. Please advise VS immediately in writing if any terms of this agreement need to be altered.

SCOPE OF SERVICES FEE PROPOSAL FOR ANGOLA TRAIL (POKA-BACHE CONNECTION TRAIL)
HOURLY FEE JUSTIFICATION (March 1, 2023)

BASE FEE - TRAIL FROM COMMONS PARK TO CR 150 S

	TASK DESCRIPTION	Project Manager I	Project Engineer III	Project Engineer I	Project Scientist II	CADD Tech. II	Project Surveyor II	Party Chief	Survey Tech. II	VS Hours	On The Mark Surveying	SME	VS Fee
	BILLING RATE	$147.10	$129.56	$83.74	$163.26	$80.06	$150.19	$91.49	$82.10				
1	**Topographic Survey**												
1A	Research						4		4				
1B	Utlitiy Coordination						1	1					
1C	Primary Control						1	2	2				
1D	Topography / Elevations						2		2				
1E	Topegraphic Srvey & Field Book Preparation										$ 41,500.00		
	Task 1 - Total Hours	0	0	0	0	0	8	3	8	19			
	Task 1 - Total Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$1,201.52	$274.47	$656.80		$ 41,500.00		$43,632.79
2	**Design**												
2A	Trail Design	16	60	24		4							
2B	Hydraulics	4	24	16		8							
2C	Geotechnical Investigation	1	4	2		4	1					$12,400.00	
2D	Plans Preparation	16	64	66		66							
2E	Specifications and Provisions	16	64	32									
2F	Quantities Estimate	2	24	16									
2G	Probable Construction Cost Estimate		16	8									
2H	Utility Coordination	16	40	16		4							
2I	Retaining Wall Design	8	24	12		16							
2J	Design Review Meetings (2 Meetings)	8	12	8									
2K	Attend Pre-Construction Conference	4	4	4									
	Task 2 - Total Hours	91	336	204	0	102	1	0	0	734			
	Task 2 - Total Costs	$13,386.10	$43,532.16	$17,082.96	$0.00	$8,166.12	$150.19	$0.00	$0.00				$94,717.53
3	**Permits**												
3A	Stormwater Pollution Prevention Plan (SWPPP)	2	8	10	12	2							
3B	Rule 5 Notice of Intent	2	5	5		2							
	Task 3 - Total Hours	4	13	15	12	4	0	0	0	48			
	Task 3 - Total Costs	$588.40	$1,684.28	$1,256.10	$1,959.12	$320.24	$0.00	$0.00	$0.00				$5,808.14
4	**Bidding Related Services**												
4A	Prepare for and Attend Pre-Bid Meeting	4	12	8									
4B	Respond to Questions From Bidders	2	4	4									
4C	Prepare Addenda as Needed	2	8	8		4							
4D	Review and Tabulate Bids and Make Recommendations to City			4									
	Task 4 - Total Hours	8	24	24	0	4	0	0	0	60			
	Task 4 - Total Costs	$1,176.80	$3,109.44	$2,009.76	$0.00	$320.24	$0.00	$0.00	$0.00				$6,616.24
									VS ENGINEERING - TOTAL FEE				$150,774.70

SUMMARY OF FEES - VS ENGINEERING, INC.

Poka Bache Connection Trail - City of Angola

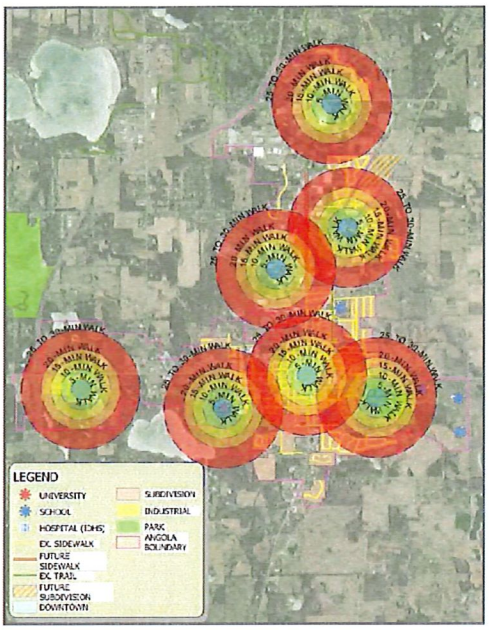
Task No.	Task	Unit	Unit Fee	Use
1	Topographic Survey	LSUM	$43,632.79	$43,600.00
2	Design	LSUM	$94,717.53	$94,700.00
3	Permits	LSUM	$5,808.14	$5,800.00
4	Bid Services	LSUM	$6,616.24	$6,600.00
		Total Fee:	$150,774.70	$150,700.00

EXPERIENCE

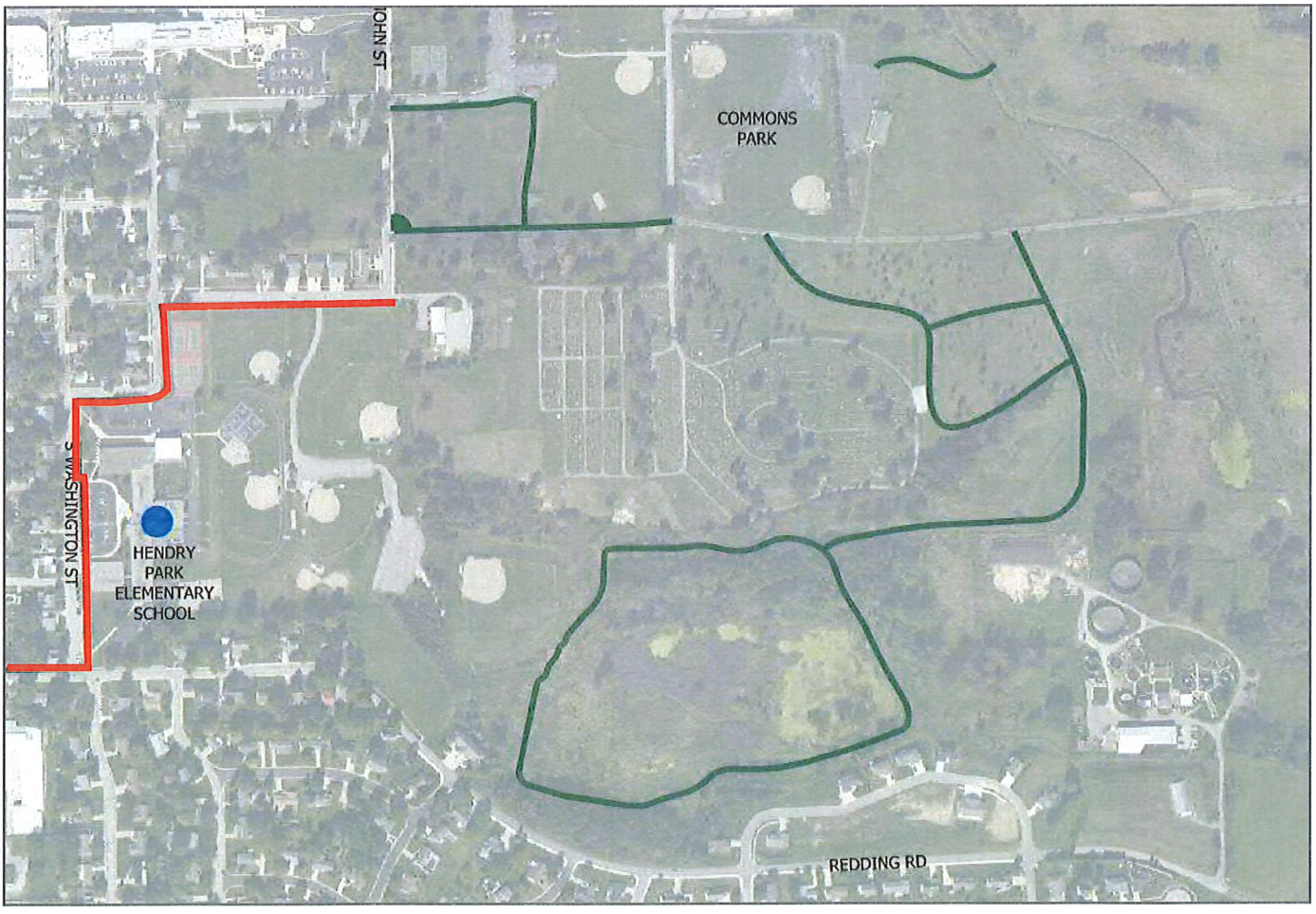
ANGOLA TRAILS MASTER PLAN

CITY OF ANGOLA

VS Engineering developed an assessment for a citywide Trail Master Plan that served to enhance pedestrian and non-motorized traffic flow by evaluating existing roadway and pedestrian facilities and determining the best possible routes to provide connectivity to key locations. The Plan Development included analysis of trail locations at Commons Park, Nature Park, Trine University, Firemen's Park, and Calvary Lane.



The Commons Park analysis, which was included in the City of Angola Trials Master Plan, *included analysis of this trail segment from Commons Park to the southern City limits*. The analysis evaluated the anticipated route which included Water Street, Euclid Street, Prospect Street, Washington Street, Felicity Street, and South Wayne Street. **The VS team has a leg up on this project with a complete understanding of project challenges and site familiarity.**



PUFFERBELLY TRAIL — LIFE BRIDGE TO FITCH ROAD

ALLEN COUNTY

This project included nearly 5 miles of new, 12' wide asphalt recreational trail design and construction. The Pufferbelly Trail serves as a key link to the 81-mile long Poka-Bache Trail, which will ultimately connect Pokagon State Park in Angola to the Ouabache State Park in Bluffton. This particular portion of the trail is located within the abandoned New York Central railroad corridor and included the rehabilitation of two bridge structures. The project also included a new parking lot.

Other amenities included in the project were park benches, a new trail head, and pedestrian-actuated rapid flashing beacon warning systems at selected right of way crossings. Special design considerations were given to ensure the existing trees and waterways were minimally impacted in order to preserve the trail corridor in natural setting. Construction of the trail section broke ground in early Spring, 2023.

VS provided the following services:

- Topographic surveying
- Design services
- Environmental permitting
- Utility coordination
- Quantity take off
- Construction cost estimate
- Project specifications
- Bidding related services
- Constructability evaluation





CARROLL ROAD TRAIL

ALLEN COUNTY

VS was commissioned by the Allen County Highway Department to complete design services for the Carroll Road Trail, which connected Pathway Community Church to the Pufferbelly Trail. This trail, located in northwest Allen County, Indiana, was a half mile long, 10-foot wide asphalt trail. Design services included route alternatives, complete design plans, and an estimate of quantities and construction cost.

The project is a key, safe link for residences in northwest Allen County to the Pufferbelly Trail, which is part of what will ultimately connect Pokagon State Park near Angola to Ouabache State Park, in Bluffton. The project required coordination with Allen County Highway Department, Allen County Parks & Recreation, Fort Wayne Trails, and local stakeholders.



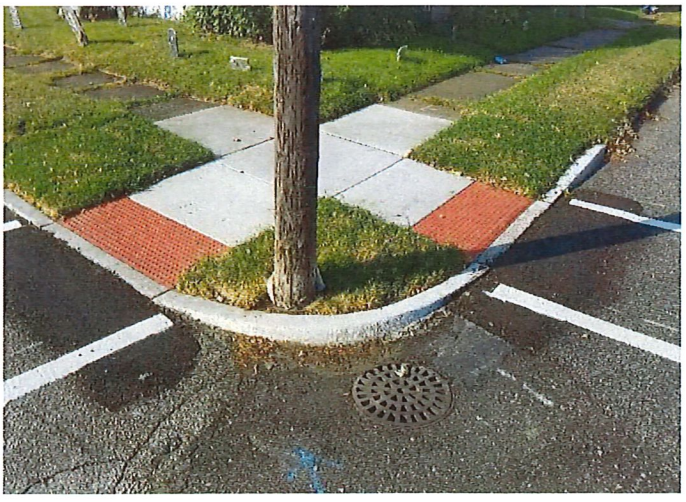
LINCOLN PRIMARY & PERLEY FINE ARTS — SAFE ROUTES TO SCHOOL

CITY OF SOUTH BEND

This project included the complete design services for retro-fitting sidewalks and curb ramps into a built-up environment. The existing sidewalks and curb ramps were deteriorated and not in compliance with ADA standards.

Design services included topographic survey, environmental document, and the design of sidewalk and 123 curb ramps for Lincoln Primary and 98 curb ramps for Perley Fine Arts Academy.

Many of the sidewalk and curb ramp design locations required unique design solutions to allow the ramp to be designed within the ADA guidelines, while negating the need for additional right-of-way or any utility relocations. Both locations were ultimately constructed under budget.





PIERCETON PARK TRAIL STUDY & DESIGN

CLIENT

VS completed a feasibility study which included multiple routing options to evaluate the construction cost, utility conflicts, land acquisition needs, and drainage analysis for a recreational trail in Pierceton Park, as well as through the Town of Pierceton.



VS completed all project design and prepared all bid documents for the trail project in Pierceton Park. The project consists of a 10' wide bituminous trail with a 0.5-mile loop, 0.33-mile loop and 0.25-mile loop. The project was designed to coexist with the existing athletic fields, seating areas, and parking lots within the park which required extensive utility coordination with multiple private and public utilities.

VS designed the alignment in a manner that utilized the existing topography and swales which required minimal upgrades to the drainage system resulting in no land acquisition costs.

Additionally, VS incorporated complete ADA compliance along the project route to ensure safe accessibility for pedestrians and motorists alike.

The firm provided an array of services for the project, including:

- Data collection and analysis
- Engineering/feasibility study to evaluate the best route
- Field reconnaissance/field survey
- Identification of existing problems and deficiencies
- Utility coordination
- Alternative analysis and selection of preferred alternative
- Storm sewers, storm structures
- Permits
- Cost estimates and benefit/cost analysis
- Complete design plans and specifications and/or study report/preliminary engineering report



TEAM RESUMES



MARK HERALD, PE

PROJECT MANAGER

20+ Years of Experience

- *B.S. CIVIL ENGINEERING*, INDIANA INSTITUTE OF TECHNOLOGY
- REGISTERED PE – IN
- INDOT CERTIFIED UTILITY COORDINATOR & TECHNICIAN
- ACEC LEADERSHIP TRAINING GRADUATE

Mark has broad experience in Transportation Engineering, Civil/Site Design, Environmental Engineering, Construction Inspection, and Surveying. His experience includes design and inspection of DOT and locally funded transportation projects, multi-use path design, traffic impact studies, traffic signal design, pavement rehabilitation and widening with curbs, gutters and sidewalks, storm sewers with storm water retention and drainage. Mark has completed multiple trail projects and studies that helped clients determine the best option for a trail that avoided environmental, right-of-way, or construction issues, saving the community time and cost on future maintenance expenses.

RELEVANT EXPERIENCE:

- Bluffton Road Multi-use Path - City of Fort Wayne
- Pufferbelly Trail - Allen County
- Covington Road Trail – City of Fort Wayne
- Market Street Rehabilitation & Multi-use Pathway - City of Warsaw
- Pierceton Park Trail Design – Town of Pierceton
- Safe Routes to School – City of Butler
- Safe Routes to School (sidewalk and ADA ramp improvements) – City of South Bend
- Columbia City Trail Preliminary Engineering Report



JOE DLUZAK

DESIGN LEAD

43+ Years of Experience

- *A.S. ARCHITECTURAL ENGINEERING*, ITT TECHNICAL INSTITUTE
- INDOT CERTIFIED UTILITY COORDINATOR & TECHNICIAN
- ACEC LEADERSHIP TRAINING GRADUATE

Joe's 43-year career, primarily focused on transportation engineering projects, has resulted in beneficial relationships across Northeast Indiana communities and INDOT's Fort Wayne District. His experience includes design of federally and locally funded transportation and civil site projects–trails, pavement rehabilitation and widening with curbs, gutters and sidewalks, and storm sewers with storm water drainage. Joe's general knowledge of trail and roadway design, as well as the relationships he's built over his career, makes him the right Design Lead this trail project deserves.

RELEVANT EXPERIENCE:

- Pufferbelly Trail - Allen County
- Carroll Road Trail - Allen County
- Pontiac Street Streetscape - Fort Wayne
- Dubail Avenue Streetscape - South Bend
- Marquette Trial - LaPorte County
- Towns of Hanna and Rolling Prairie Sidewalks - LaPorte County
- Union Mills Sidewalks - LaPorte County



CHRIS WAIDNER, PE

QA / QC

25+ Years of Experience

- *B.S., CIVIL ENGINEERING,* PURDUE UNIVERSITY
- INDOT LAPORTE DISTRICT TRAINER
- PURDUE ROAD SCHOOL & CEPDS PRESENTER
- PURDUE & PURDUE NW GUEST LECTURER

With 25 years serving both state and local clients on over 100 federally funded projects from concept through construction, Chris has the experience and institutional knowledge to ensure each design element meets client expectations. His experience has ranged from complex interchanges, tight neighborhood intersections, non-for-profit trails, small structure maintenance and replacements, ADA ramps, and pavement rehabilitations. Chris will be responsible for reviewing VS's design documents and ensuring that the QA/QC plan is executed.

RELEVANT EXPERIENCE:

- Adams Trail Phases 1 & 2, Project Manager - St. Joseph County, Friends of Granger Paths
- Riverwalk Multi-Use Path (5 segments) - Mishawaka
- Plymouth Greenways Trail - City of Plymouth
- Riverside Trail Phases 1 & 2 - City of South Bend



LANDON GEIGER, EI

ROADWAY / UTILITIES

9+ Years of Experience

- *B.S., CIVIL ENGINEERING,* PURDUE UNIVERSITY
- *B.S., GENERAL STUDIES,* INDIANA UNIVERSITY
- CONSTRUCTION DOCUMENT TECHNOLOGIST
- INDOT CERTIFIED UTILITY COORDINATOR

Landon is a Project Engineer at VS. He has more than 9 years of experience in public and private sectors. His experience includes trail, water main, sanitary, storm, and transportation projects for local municipalities, as well as INDOT projects. Landon has experience with projects encompassing roadway, curb ramp, pavement markings and signage, maintenance of traffic, permitting, and green infrastructure design.

RELEVANT EXPERIENCE:

- Woodmere Drive Reconstruction, New Haven, IN
- Dubail Avenue Streetscape, South Bend, IN
- Huntington Co Bridge 47 Repl., Huntington, IN
- Tipton Street Reconstruction, Huntington, IN
- 6 Small Structure Replacements, Huntington County
- INDOT Small Structure Replacements Des Nos. 1383470, 1383506, 1383527, 1601976, and 1701384



ANDY TRAN, PE

ROADWAY / DESIGN

5+ Years of Experience

- *B.S., CIVIL ENGINEERING,* INDIANA UNIVERSITY-PURDUE UNIVERSITY, FORT WAYNE (IPFW)

Andy graduated from Purdue University Fort Wayne with a bachelor's degree in Civil Engineering. He has 5 years of INDOT work experience as a design engineer primarily designing pavement overlays, pipe liners, and bridge thin deck overlays. Andy's experience includes preparing design plans and documentation for various transportation project types. He's also provided guidance and explanation during construction, assisted the design team in feasibility studies, conducted on-site field reviews, and prepared construction cost estimates.

RELEVANT EXPERIENCE:

- INDOT - Asphalt resurfacing on various roads. Projects included asphalt milling, resurfacing, and may include curb ramp design and pipe replacements.
- INDOT - Bridge thin deck overlays at various locations
- INDOT – Fort Wayne district raised pavement marking



CLAY CORSBIE

ROADWAY / DESIGN

5+ Years of Experience

- *B.S., CIVIL ENGINEERING,* PURDUE UNIVERSITY FORT WAYNE
- INDOT Certified Railroad Coordinator
- INDOT Certified Utility Coordinator

Clay is a certified railroad coordinator with five years of experience with roadway, small structures, drainage, and trail projects. He also is an experienced construction inspector. Clay has performed SWPPP, Section 401, Section 404, Wetland Mitigation, Tree Mitigation, and Rule 5 permits for a multitude of projects. His understanding for AASHTO highway geometrics and INDOT design standards is thorough. He has proficient design experience with AutoCAD Civil3D, especially pertaining to roadway corridors and surface modeling to aid in gathering construction quantities and performing cost estimates.

RELEVANT EXPERIENCE:

- Hobson Road Rehabilitation, Fort Wayne, IN
- Woodmere Drive Reconstruction, New Haven, IN
- Thieme Dr. Intersection Improvements, Fort Wayne, IN
- Market Street Improvement, Warsaw, IN
- Dubail Avenue Streetscape, South Bend, IN

City of Angola, Indiana

ANNUAL REPORT OF THE REDEVELOPMENT COMMISSION TREASURER

Date: March 1, 2023

To: Angola Common Council

Pursuant to Indiana SEA 118-2014, the Treasurer of the Angola Redevelopment Commission hereby provides to the Angola Common Council the financial status for the year 2022 with respect to each of the tax increment financing district created by the Redevelopment Commission.

Name of Tax Increment Financing District:

I-69 and West Maumee Street Economic Development Allocation Area

A. Revenues received: $179,804.37

B. Expenses paid: $ 0

C. Fund balance as of December 31: $581,030.79

D. Amount and maturity date for all outstanding obligations: None

E. Amount paid on outstanding obligations: Not applicable

Respectfully submitted,

Ryan P. Herbert
Clerk-Treasurer, City of Angola
Treasurer, Angola Redevelopment Commission