

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

Monday, March 17, 2025 – 7:00 p.m.

CALL TO ORDER BY MAYOR MARTIN

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

Coffey _____ Olson _____ Sharkey _____ Dowe _____ McDermid _____

2. Request approval of the March 3 minutes. (attachment)
 - Minutes of the February 3 Board of Public Works and Safety meeting presented for Council information. (attachment)

UNFINISHED BUSINESS

1. Public hearing regarding the proposed additional appropriation to Local Road and Bridge Matching Grant Fund. Ordinance No. 1771-2025. ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA LOCAL ROAD AND BRIDGE MATCHING GRANT FUND. (third reading) (attachment)
2. Discussion regarding acquisition of Fairhaven Development property on Redding Road.
3. Other unfinished business.

NEW BUSINESS

1. Resolution No. 2025-889. A RESOLUTION AUTHORIZING THE CLERK-TREASURER TO TRANSFER FROM THE GENERAL FUND TO THE RAINY DAY FUND ANY UNUSED AND UNENCUMBERED FUNDS PURSUANT TO IC 36-1-8-5.1. (attachment)
2. Resolution No. 2025-890. A RESOLUTION PROVIDING FOR THE TRANSFER OF CASH TO THE LOCAL ROAD AND BRIDGE MATCHING GRANT FUND. (attachment)
3. Request approval of the Interlocal Agreement Between the Steuben County Board of Commissioners and City of Angola for a portion of the Engineering Services Agreement for the extension of natural gas facilities in the amount of \$271,235.66. (attachment)

4. Request approval of the Proposal for Land Surveying and Engineering Design Services for the Calvary Lane Reconstruction Project with Rowland Associates, Inc. in the amount of \$79,100.00. (attachment)
5. Request approval of the Proposal for Professional Services for City of Angola GIS Based Programs of in the amount of \$29,000.00. (attachment)
6. Review and determine if Feddema Industries, Inc. located at 1305 Wohler Street is or is not in substantial compliance with the Statement of Benefits for Personal Property...
 - Resolution No. 2020-789, five years (attachment)
 - Resolution No. 2021-801, five years (attachment)
 - Resolution No. 2022-826, five years (attachment)
7. Review and determine if Univertical LLC located at 203 Weatherhead Street is or is not in compliance with Statement of Benefits for ... (attachment)
 - Personal Property (Resolution No. 2019-752, five years)
 - Personal Property (Resolution No. 2019-766, five years)
 - Real Estate Improvements (Resolution No. 2021-798, ten years)
 - Personal Property (Resolution No. 2024-865, five years)
 - Real Estate Improvements (Resolution No. 2024-866, five years)
8. Review and determine if Angola Wire Products, Inc. located at 803 Wohler Street is or is not in substantial compliance with the Statement of Benefits for Personal Property...
 - Resolution No. 2020-786, five years (attachment)
 - Resolution No. 2024-871, five years (attachment)
9. Review and determine if Duke & Billy's Realty LLC (DBA Duke Imports Inc.) located at 1105 N Williams St. is or is not in substantial compliance with the Statement of Benefits for Real Estate Improvements. (Resolution No. 2021-797, seven years) (attachment)
10. Request termination of tax abatements for EJ Brooks (Tyden Brooks) formerly located at 409 Hoosier Drive and no longer in business. Real Estate Improvements and Personal Property Resolution No. 2020-776.
11. Annual Report of the Redevelopment Commission Treasurer. (attached)
12. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending February 2025 is presented for Council information. (attachment)
13. Reports:
 - Clerk-Treasurer
 - Department head

14. Request approval of the Allowance of Accounts Payable Vouchers 73228 through 73496 totaling \$1,204,213.50 which includes interfund transfers of \$95,167.89.

15. Other new business.

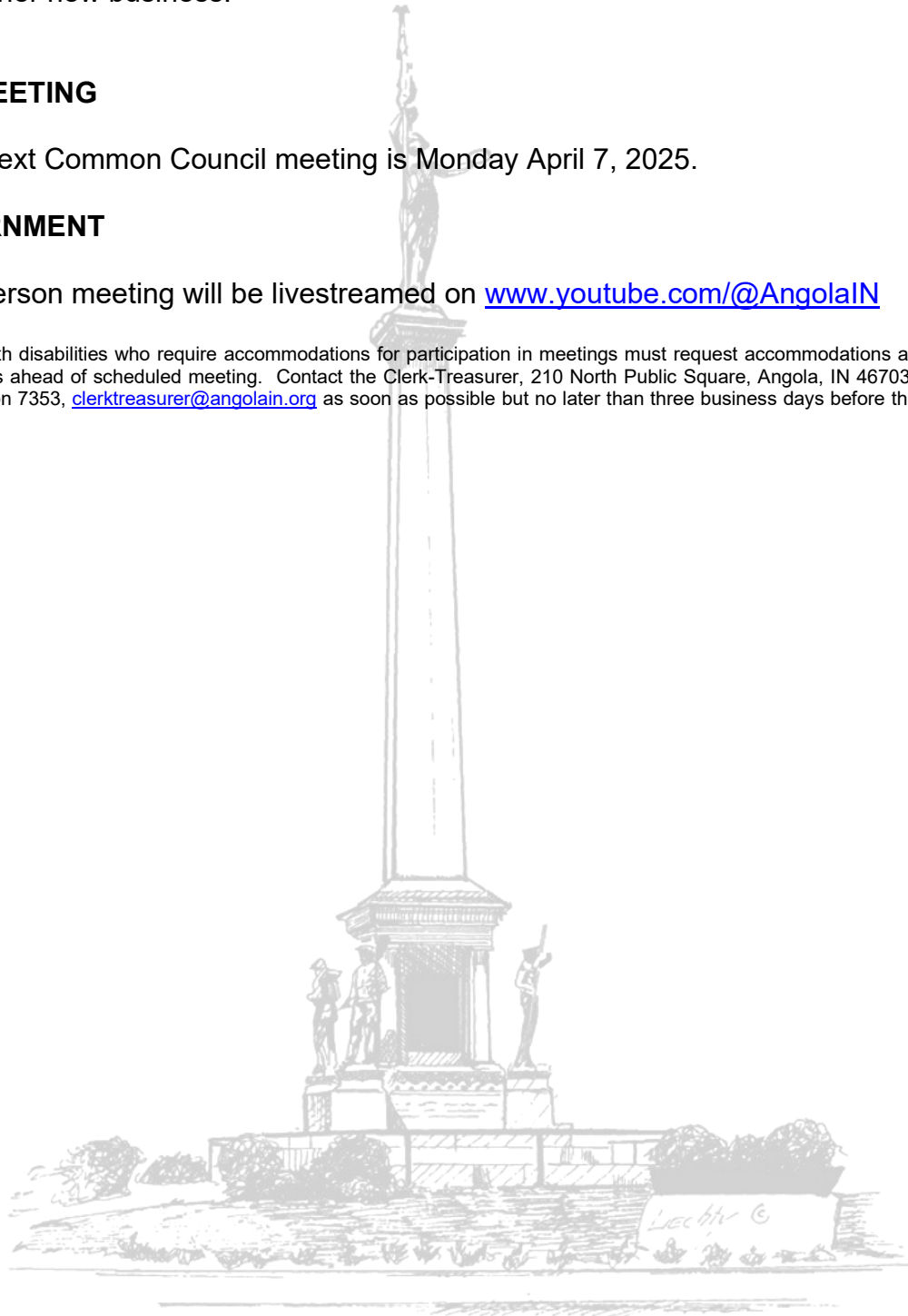
NEXT MEETING

The next Common Council meeting is Monday April 7, 2025.

ADJOURNMENT

This in-person meeting will be livestreamed on www.youtube.com/@AngolaIN

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.



March 3, 2025

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 David B. Martin presiding. Council Members Randy Coffey, David A. Olson, and Charles P. Dowe answered roll call. Council Members Jennifer L. Sharkey and Jerold D. McDermid were absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney City Engineer Amanda Cope, Fire Chief William Harter, Street Commissioner Chad Ritter, Water Superintendent Tom Selman, Wastewater Superintendent Jeff Gaff, Human Resources Director Sue Essman, and Police Patrol Officer Allie Curdes.

Also among those present were Don Wise, Tom Filburn, Jason Meyer, and Chris Emerick.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the February 10, 17, and 24, 2025 minutes. Council Member Coffey seconded the motion. The motion carried 3-0.

UNFINISHED BUSINESS

Ordinance No. 1771-2025, ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA LOCAL ROAD AND BRIDGE MATCHING GRANT FUND, was read by title and presented to Council for second reading. Council Member Coffey moved to approve. Council Member Olson seconded the motion. The motion to approve carried 3-0.

Consideration was given to the bids for the Pokagon Infrastructure Improvement Project Divisions 1-4 opened at the February 24 special meeting. Council Member Olson moved to take no action on Divisions one and two at this time and accept the lowest most responsive and responsible bids for divisions three and four contingent upon funding. Council Member Coffey seconded the motion. The motion carried 3-0.

NEW BUSINESS

Jason Meyer of Easterseals Northeast Indiana provided a presentation. Meyer gave an update on the organization's new name and structure and discussed some of their upcoming programs and activities.

Council Member Olson moved to approve of Change Order No 2 for the Angola WWTP Biosolids Improvement Project for a decrease in the amount of \$5,576.98. Council Member Coffey seconded the motion. The motion carried 3-0.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Olson moved to approve the Allowance of Accounts Payable Vouchers 72983 through 73227 totaling \$754,555.47. Council Member Dowe seconded the motion. The motion carried 3-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:17 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

DRAFT

FEBRUARY 3, 2025

The regular meeting of the Board of Public Works and Safety of the City of Angola, Indiana was called to order by Chair David B. Martin at 6:30 p.m. City Hall, 210 N Public Square. Members David B. Martin, David A. Olson, and Jerold D. McDermid answered roll call. No member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, Economic Development and Planning Director Retha Hicks, Police Chief Ken Whitmire, Street Commissioner Chad Ritter, and Park Superintendent Matt Hanna.

Also among those present were Council Members Randy Coffey, Jennifer Sharkey, and Charles Dowe.

APPROVAL OF MINUTES

Member Olson moved to approve the January 6, 2025 minutes. Member McDermid seconded the motion. The motion carried 3-0.

ORDER OF BUSINESS

Discussion was regarding the handling of the removal of healthy trees from City rights-of-way. Park Superintendent Hanna explained that he had been contacted by a NIPSCO representative stating that their electric line clearance standards have changed from 10 15 feet. Which doesn't sound like a lot but would cause a number of healthy trees to have to be removed. Ordinance states that the Board of Works must approve the removal of a healthy tree from the right-of-way. Discussion followed on how to handle these removal requests from NIPSCO. Council Member Olson moved that City Attorney Shoup and Park Superintendent Hanna draft a letter to be sent to NIPSCO addressing concerns over the removal of additional healthy trees and how it will be handled. Member McDermid seconded the motion. The motion carried 3-0.

DEPARTMENT HEAD REPORTS

Police Chief Whitmire reported the Police K9 Zara had to be euthanized today do to serious health issues.

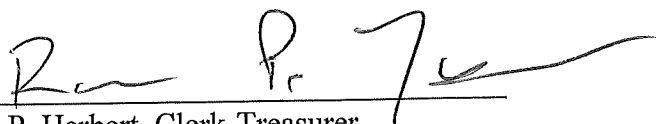
ADJOURNMENT

There being no further business, the meeting was considered adjourned at 6:45 p.m.



 David B. Martin, Chair

Attest:



Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1771-2025

**ADDITIONAL APPROPRIATION ORDINANCE FOR THE
CITY OF ANGOLA, INDIANA LOCAL ROAD AND BRIDGE MATCHING
GRANT FUND**

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

Section 1. Be it ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named for the purpose specified, subject to the laws governing the same:

	<u>Amount Requested</u>	<u>Amount Approved</u>
Fund Name: Local Road and Bridge Matching Grant Fund Capital Outlays	<u>\$100,000</u>	<u> </u>
Total	<u>\$100,000</u>	

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Common Council, approval of the Mayor, and approval of the Department of Local Government Finance, if applicable.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of March 2025 by the vote of _____ ayes and _____ nays.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of March 2025.

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1771-2025

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of March 2025.

David B. Martin, Mayor

RESOLUTION NO. 2025-889

A RESOLUTION AUTHORIZING THE CLERK-TREASURER TO TRANSFER FROM THE GENERAL FUND TO THE RAINY DAY FUND ANY UNUSED AND UNENCUMBERED FUNDS PURSUANT TO IC 36-1-8-5.1

WHEREAS, the Common Council of the City of Angola, Indiana has established a Rainy Day Fund by proper ordinance;

WHEREAS, IC 36-1-8-5.1 allows in any fiscal year at any time for the transfer of unused and unencumbered funds;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA that the Clerk-Treasurer is authorized to transfer funds in the amount of \$1,100,000.00 from the General Fund to the Rainy Day Fund determined by the following:

2024 adopted annual budget (tax levy funds only)	\$11,385,800
10% of adopted annual budget	\$ 1,138,580
December 31, 2024 tax levy funds cash balance	\$13,971,812
Less 2024 encumbrances carried forward	<u>\$ 230,624</u>
December 31, 2024 cash balance	\$13,741,188

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this ___ day of March 2025.

David B. Martin, Mayor

Attest:

Ryan P. Herbert, Clerk-Treasurer

This resolution presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of March 2025.

Ryan P. Herbert, Clerk-Treasurer

RESOLUTION NO. 2025-889

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of March 2025.

David B. Martin, Mayor

March 11, 2025

Rainy Day Fund Transfer Calculation

IC 36-1-8-5.1 > not more than 15% of the total annual budget adopted under IC 6-1.1-17
 Per SBOA only those budgets that include tax levy funds reviewed and approved by DLGF

<u>Tax Levy Funds</u>	<u>101 General</u>	<u>201 MVH</u>	<u>204 Park</u>	<u>271 Fire</u>	<u>402 CCD</u>	<u>436 Park Cum</u>	<u>Total</u>
2024 adopted annual budget	\$5,791,700	\$2,242,100	\$1,052,300	\$2,299,700	\$ -	\$ -	\$ 11,385,800
2024 10% of total annual budget adopted							\$ 1,138,580
Dec 31 2024 actual cash balance	\$7,062,112	\$2,468,322	\$ 934,652	\$2,084,171	\$1,075,798	\$ 346,757	\$ 13,971,812
Less 2024 encumbrances carried forward	\$ (99,572)	\$ (96,795)	\$ (8,566)	\$ (25,691)	\$ -	\$ -	\$ (230,624)
Dec 31 2024 available cash by fund	\$6,962,539	\$2,371,527	\$ 926,086	\$2,058,480	\$1,075,798	\$ 346,757	\$ 13,741,188

<u>Genreal Fund Projected Cash Balance less 10%</u>							
Dec 31 2025 projected cash balance	\$4,495,958	\$2,133,238	\$ 859,145	\$1,845,670	\$ 421,066	\$ 771,682	\$ 10,526,759
Less 2024 10% total annual budget adopted	\$1,138,580						
Dec 31 2025 estimated cash balance	\$3,357,378						
Dec 31 2026 projected cash balance	\$4,984,374	\$3,102,215	\$ 965,455	\$1,850,181	\$ 462,075	\$ 579,179	\$ 11,943,479
Less 2024 10% total annual budget adopted	\$1,138,580						
Dec 31 2024 estimated cash balance	\$3,845,794						

<u>General Fund Projected Cash Balance less Months Operating Budget</u> (Angola Municipal Code 3.05.080 Fund Balance Policy)		
	<u>2025</u>	<u>2026</u>
Dec 31 projected cash balance	\$4,495,958	\$4,984,374
Less 2 months operating budget	\$ 965,283	\$ 969,483
Cash available to transfer	\$3,530,675	\$4,014,891
Dec 31 projected cash balance	\$4,495,958	\$4,984,374
Less 3 months operating budget	\$1,447,925	\$1,454,225
Cash available to transfer	\$3,048,033	\$3,530,149
Dec 31 projected cash balance	\$4,495,958	\$4,984,374
Less 4 months operating budget	\$1,930,567	\$1,938,967
Cash available to transfer	\$2,565,391	\$3,045,407
Dec 31 projected cash balance	\$4,495,958	\$4,984,374
Less 6 months operating budget	\$2,895,850	\$2,908,450
Cash available to transfer	\$1,600,108	\$2,075,924

<u>General Fund Adopted Budget</u>	
<u>2024</u>	<u>2025</u>
\$5,791,700	\$5,816,900

<u>Proposed General Fund Transfer to Rainy Day Fund</u>	
Current Rainy Day Fund balance	\$3,100,000
Proposed 2025 transfer	\$1,100,000
Balance after transfer	\$4,200,000

RESOLUTION NO. 2025-890

**A RESOLUTION PROVIDING FOR THE TRANSFER OF CASH
TO THE LOCAL ROAD AND BRIDGE MATCHING GRANT FUND**

WHEREAS, the Community Crossing Matching Grant is an opportunity provided by the Indiana Legislature whereby communities are awarded moneys for infrastructure improvement projects;

WHEREAS, communities that are awarded grants are required to match the grant amount as a condition of the Community Crossing Matching Grant program;

WHEREAS, the City of Angola applied for and received a Community Crossing Matching Grant for \$1,318,765.86 to perform pavement replacement on two streets and HMA overlay and structural maintenance on nine streets;

WHEREAS, bids for this project were received on February 19 and subsequently awarded in the amount of \$1,811,300.00 of which the City's 25% share is \$452,825;

WHEREAS, the Common Council, pursuant to HEA 1001-2016, established a Local Road and Bridge Matching Grant Fund for the receipt of said grant funds;

WHEREAS, the State Board of Accounts has directed units who receive grant funds to transfer any cash match to the Local Road and Bridge Matching Grant Fund;

THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA that for the expenses of the city government to meet the matching grants requirements \$452,900.00 is hereby transferred to the Local Road and Bridge Matching Grant Fund.

\$211,700.00 from 203 Motor Vehicle Highway Restricted Fund
\$241,200.00 from 201 Motor Vehicle Highway Fund

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this ___ day of March 2025.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

RESOLUTION NO. 2025-890

This resolution presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of March 2025.

Ryan P. Herbert, Clerk-Treasurer

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of March 2025.

David B. Martin, Mayor

**INTERLOCAL AGREEMENT BETWEEN THE STEUBEN
COUNTY BOARD OF COMMISSIONERS AND
City of Angola**

The parties acknowledge that the Steuben County Board of Commissioners has presented to the above-named Municipality an Engineering Services Agreement for the extension of natural gas facilities (hereinafter "ESA"). Said ESA attached as "Exhibit A". The Steuben County Board of Commissioners and the Municipality agree to share the cost as outlined in the ESA.

The Municipality agrees to reimburse the Steuben County Commissioners 0.271 % of the cost as outlined in Section 8 of the ESA and referenced by "Exhibit B".

When the Steuben County Board of Commissioners is billed by the Northern Indiana Public Service Company, LLC ("NIPSCO") as outlined in Section 7, the Municipality shall have 45 days to reimburse Steuben County Board of Commissioners by delivery of payment (their percentage) to the Steuben County Auditor.

Municipality shall not have the right to terminate this Agreement as long as the Steuben County Board of Commissioners continues with the ESA. However, if the Steuben County Board of Commissioners terminate the Agreement pursuant to Section 9, the Municipality shall share in the same percentage that they have paid in the refund received by the Steuben County Commissioners pursuant to Section 9 of the ESA.

Municipality may, upon two (2) business days' written notice to the Steuben County Commissioners, terminate this Agreement at any time.

The Municipality shall be invited to attend any meeting set forth in the ESA or subsequently scheduled by either NIPSCO or the Steuben County Board of Commissioners.

The Steuben County Commissioners and the Municipality agree that this Agreement may not be modified except in writing signed by both the Board of Steuben County Commissioners and the Municipality. The Steuben County Board of Commissioners and the Municipality hereby state that they have full authority to enter into this Agreement and will budget and appropriate adequate funds to comply with this Agreement.

The Steuben County Commissioners and Municipality agree that this Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

DATED: _____

MUNICIPALITY

**BOARD OF STEUBEN COUNTY
COMMISSIONERS**

Wil Howard, President

"Exhibit B"

Steuben County Population	34,435	Percentage	Cost of ESA \$1M
Steuben County	19,178	0.557	556,933.35
City of Angola	9,340	0.271	271,235.66
Town of Fremont	2,034	0.059	59,067.81
Town of Hamilton	1,529	0.044	44,402.50
Town of Ashley	1,026	0.030	29,795.27
Town of Hudson	585	0.017	16,988.53
Town of Orland	389	0.011	11,296.65
Town of Clear Lake	354	0.010	10,280.24

Engineering Services Agreement for the Extension of Natural Gas Facilities

Engineering Services Agreement. This Engineering Services Agreement (“Agreement”), dated as of “February 24, 2025” between the Steuben County Board of Commissioners (“Applicant”), with its offices located at 317 South Wayne Street, Angola, IN 46703, and Northern Indiana Public Service Company LLC (“NIPSCO”), an Indiana Limited Liability Company, with its offices located at 801 E. 86th Street, Merrillville, Indiana 46410, summarizes discussions and authorizes NIPSCO to perform certain engineering services set forth below to determine an estimated cost for NIPSCO to construct necessary natural gas facilities to Steuben County with the intent to provide natural gas service to potential end use customers located in Steuben County.

NIPSCO will perform the **Engineering Activities** in good faith in a commercially reasonable time frame and manner. While NIPSCO and the Applicant are the only parties to this Agreement and the Applicant bears all cost responsibility hereunder, the parties acknowledge that collaboration is likely to occur between and among the parties and other local representatives who the Applicant may designate.

SECTION 1: ENGINEERING ACTIVITIES. NIPSCO agrees to provide preliminary and initial Engineering Activities necessary to prepare a **High-Level Class 3** estimate of the potential costs to extend NIPSCO’s natural gas distribution system into Steuben County, Indiana. Such Engineering Activities shall generally consist of; a *Cost estimation for the design, Permitting, Right-of-Way Acquisition, Preparation of easement documentation, Long lead material acquisition if appropriate, and Construction contract preparation for any and all natural gas (“Gas”) facilities that would be necessary for NIPSCO to deliver the requested Gas service to one or more locations or sites located in Applicant’s political subdivision.*

SECTION 2: POTENTIAL GAS FACILITIES. Various potential locations for the terminus of Gas facilities are depicted in Attachment A (“Site(s)”). At a minimum, the Gas facilities necessary to provide Gas services to one or more of the Site(s) consist of installation of 48,000’ of 12” high pressure steel gas main designed for 720 psig and operating at 325 psig. The proposed 12” steel will be fed from an existing 8” high pressure steel main from NIPSCO’s existing Gas distribution system located on US 327. The Gas facilities shall include one mainline valve and the install of a launcher and receiver. The Gas facilities shall also include the installation of 1,500’ of new 12” Medium-density polyethylene (MDPE) pipe. To serve the proposed Site(s), a regulator station will be required. Additional assets required at the station will be, but are not limited to, a filter/separator, pipeline heater, regulator setting, meter setting, and non-primary relief valve. Sizing of all onsite equipment will be determined through collaboration with the Applicant and local representatives they designate and based upon final customers’ demand and delivery pressure.

SECTION 3: CHANGE IN SCOPE. The Gas facilities are subject to change pending receipt of the estimated customers’ usage and required delivery pressures and final engineering of the Gas Facilities necessary to provide natural gas services to potential customers. The proposed general

customers' site(s) layout along with the customers' load profiles details, subject to modification through collaborative input from the Applicant and designated local representatives, are identified in Attachment A to this Agreement.

SECTION 4: NO BINDING OBLIGATION. This Agreement does not constitute an agreement binding or requiring NIPSCO to upgrade, install or extend Gas facilities or deliver Gas to any Site(s). Any obligation on NIPSCO to upgrade, extend or install new Gas facilities is subject to a to be negotiated and duly authorized and executed definitive agreement (most likely a Facilities Extension Agreement).

SECTION 5: WORK PRODUCT. From the Effective Date and during negotiations with the Applicant regarding any such Facilities Extension Agreement(s) for the provision of Gas services to the Site,¹ the parties agree that NIPSCO (itself or through its affiliates and/or its contractors) will proceed with Engineering Activities for the construction and extension of the Gas facilities to the Site(s) to meet the customers' demand requirements. NIPSCO will use commercially reasonable efforts to complete the work pursuant to this Agreement and estimates that the work will be completed on or about December 31, 2025. Any work product associated with NIPSCO's activities under this Agreement will remain the sole property of NIPSCO. However, following completion of the work, NIPSCO will host a meeting with Applicant and relevant stakeholders who have executed the appropriate non-disclosure agreements to review the confidential work product that is pursuant to this Agreement, and NIPSCO will make a public version of the work product available to Applicant.

SECTION 6: CONFIDENTIALITY. Except to the extent related to the development of the Site, Applicant shall hold information received under this Agreement in confidence and shall not disclose such information to any third-party without NIPSCO's prior written permission, not to be unreasonably withheld. To the extent the Applicant shares any such information developed or obtained as a result of this Agreement with any third parties, Applicant shall notify NIPSCO of all such parties in writing and shall be required to ensure that such third parties maintain the confidentiality of such information. Applicant shall be liable to NIPSCO for any breach of any confidentiality obligations by the Applicant or by any third parties with whom the Applicant shares any confidential information.

SECTION 7: PAYMENT. The Applicant shall pay NIPSCO for Engineering Activities on a quarterly basis, with payments being made up front each quarter. Once NIPSCO receives each quarter's Engineering Activities payment, NIPSCO will commence performance of the Engineering Activities. If any quarterly payment is not made in a timely manner, then NIPSCO shall have the right to cease any and all Engineering Activities until it receives payment.

SECTION 8: UNANTICIPATED EXPENSES. NIPSCO does not anticipate that the total cost of the Engineering Activities will exceed One Million Dollars (\$1,000,000) ("Not to Exceed Amount"). If during the term of this Agreement, NIPSCO believes that Engineering Activities

¹ The parties acknowledge that this Engineering Services Agreement relates to expansion of NIPSCO's gas infrastructure to serve potential load growth in Steuben County, Indiana, and for purposes of this Engineering Services Agreement, the "Site" is the intersection of W 100 N and N 200 W in Angola, Indiana

will exceed the "Not to Exceed" Amount stated above prior to the completion of Engineering Activities, NIPSCO will notify the Applicant and will collaboratively work in good faith to amend this Agreement to accommodate the forecasted increased cost requirements or change in scope for Engineering Activities. NIPSCO shall have the right to cease Engineering Activities upon spending or committing to spend the above-referenced "Not to Exceed" Amount. NIPSCO and the Applicant acknowledge that such cessation of Engineering Activities could delay the provision of Gas service to the Site. Any increase in the "Not to Exceed" Amount shall be promptly memorialized in an amendment to this Agreement. **In the event Applicant elects not to pay such additional amounts, NIPSCO shall not have any obligation to perform any additional Engineering Activities under this Agreement.**

SECTION 9: TERMINATION. Applicant may, upon two (2) business days' written notice to NIPSCO, terminate this Agreement at any time. If Applicant terminates this Agreement prior to the completion of the Engineering Activities, then Applicant shall be entitled to prompt refund of funds not spent by NIPSCO. To the extent that such Engineering Activities include the acquisition of land or long lead materials, Applicant will receive credit for any net value realized from any resale, reuse, or refund received, which are related to such acquisitions.

Prior to the conclusion of Engineering Activities as defined in this Engineering Service Agreement, NIPSCO will meet with the Applicant to review the results of the Engineering Services Agreement collaboratively and explore the potential future expansion of natural gas facilities within Steuben County and its towns, cities and rural areas. Those who are not parties to this Agreement may be invited to this meeting by mutual agreement between the parties, not to be unreasonably withheld.

SECTION 10: MISCELLANEOUS. This Agreement may only be amended by a written instrument executed by authorized representatives of both parties. Neither party may assign this Agreement or transfer any rights, claims, or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the choice of law provisions of Indiana which would require reference to the laws of some other state or jurisdiction. All claims and suits arising hereunder shall be brought and heard only in federal or state courts located in Indianapolis, Indiana. The parties waive a trial by jury with respect to any dispute or controversy arising under or relating to this Agreement. No waiver by a party of any default(s) by the other party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting party from performance of any other provision, condition, or requirement herein.

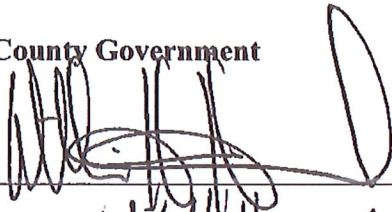
Applicant represents and warrants that it has requisite authority to enter into this Agreement and that its representative signing this Agreement is authorized to bind and obligate the Applicant to the terms of this Agreement. Facsimile and pdf signatures shall be as legally binding and considered in all manner and respects as original signatures.

IN WITNESS WHEREOF, the parties, for and in exchange of good and valuable consideration, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Northern Indiana Public Service Company LLC

By: _____ (Signature)
Printed Name: _____ (Authorized Representative)
Title: _____
Date: _____

Steuben County Government

By:  _____ (Signature)
Printed Name: Wil H. Howard (Authorized Representative)
Title: Commission Board President
Date: 2/24/25

ATTACHMENT A:

Engineering Services Agreement Scope Image to Complete a Class 3 Cost Estimate. No specific load or customer to be served or studied.

ROWLAND ASSOCIATES, INC.

CONSULTING ENGINEERS – SURVEYORS
120½ EAST MAUMEE STREET P.O. Box 138
ANGOLA, INDIANA 46703
(260) 665-3761
FAX (260) 665-3482
EMAIL: RAI@ROWLAND-ENG.COM

March 4, 2025

Amanda Cope, PE
City Engineer
City of Angola
210 N. Public Square
Angola, IN 46703

Re: Proposal for Land Surveying and Engineering Design Services for the Calvary Lane Reconstruction Project

Amanda:

Per your Request for Proposal, **ROWLAND ASSOCIATES, INC.** hereby proposes to perform land surveying and engineering design services for the above-referenced project as described below.

Part I – Description of Project

The project entails the reconstruction of, and water main replacement along, Calvary Lane in the City of Angola from North Wayne Street at its West end to Williams Street at the East end, all as shown in Figures 1-3 attached. Total length of the Project is approximately 1,780-ft.

At this time, the scope of construction work is expected to include the following:

- Installation of erosion control measures;
- Installation of a new 10-inch diameter water main including a trenchless crossing of the Indiana Northeastern Railroad Company (INERR) tracks, along with appurtenant fire hydrants and valves;
- Abandonment of the existing 10-inch diameter water main;
- Complete removal of existing Calvary Lane pavement structure (12"± deep);
- Replace with 1-1/2" HMA Surface on 4" HMA Base on 9" No. 53 Compacted Limestone Aggregate on improved subgrade;
- Improve profile and cross sections (reduce irregularities);
- Installation of new concrete curb & gutter along a portion of the South side of the roadway;
- Install 4-inch diameter underdrain on the South side in the area of the curb & gutter;
- Installation of nineteen (19) new concrete drive approaches;
- Installation of one (1) large asphalt approach at the Calvary Lutheran Church (CLC);
- Install a new 5-ft. wide concrete sidewalk from North Wayne Street to Williams Street including a North-South crosswalk with signage in the area of the CLC;
- New asphalt, at-grade pedestrian railroad crossing with concrete approach ramps;

- New concrete ramps at CLC crosswalk; replace bike path ramps at Williams Street with new concrete sidewalk ramps;
- Miscellaneous improvements to existing sewer structures (casting adjustment / replacement);
- Traffic control, pavement markings, traffic signs, and turf restoration.

Part II – Description of Services

1. Transmit 'Letter of Survey Notice' to all adjacent property owners notifying them that our survey crew will be in the area; provide **ROWLAND ASSOCIATES, INC.** as the point of contact for questions.
2. Establish horizontal and vertical control. A minimum of five (5) survey control points will be set at or near the perimeter of the Project. Coordinate system – Indiana Geospatial Coordinate System (InGCS), Steuben County, Indiana.
3. Determine approximate right-of-way location based on found survey monuments and recorded survey information.
4. Perform cross-sections along the centerline of Calvary Lane at 50-ft.± intervals. Perform additional cross sections as required (for example, at driveways, curb radii, and centerline side streets).
5. In general, cross section shots will be taken at the following locations on both sides of the street: 10-ft. outside the back of walk (or right-of-way if there is no walk), back of walk, face of walk, top/back of curb, edge of pavement on both sides of the street, pavement centerline. Additional shots to encompass the location of the proposed water main and at top/toe of slopes will be taken as required.
6. Create cross section drawings of Calvary Lane showing proposed edges of pavement, centerline, curb lines, sidewalks, driveways, drainage improvements, water mains.
7. Create plan & profile drawings of Calvary Lane showing plan & profile elements of the proposed improvements, along with approximate construction limits.
8. Prepare typical construction details as required; prepare individual details for handicap ramps.
9. Provide a single plan sheet schematic of traffic control requirements including signage types, and locations, and a general description of traffic control elements.
10. Perform necessary hydraulic calculations and prepare and submit to the Indiana Department of Environmental Management (IDEM) either "Notice of Intent to Construct a Water Main Extension" Form No. 49008 or "Application for Construction Permit for Public Water System" Form No. 35058.

11. If required, prepare and submit to the Indiana Department of Transportation (INDOT) using the Electronic Permit System (EPS) an application for "ROW Occupancy Permit" for construction at the North Wayne Street / Calvary Lane intersection.
12. Prepare and submit to the INERR a permit application for the trenchless construction of the new 10-in. diameter water main in the railroad right-of-way, the abandonment of the existing 10-in. diameter water main, and a new at-grade pedestrian crossing.
13. Prepare a construction cost estimate by June 2025 based on preliminary plans and to be used by the City for funding applications. Prepare a construction cost estimate based on final plans.
14. Assist City of Angola in preparing short-form Project Manual in digital PDF format. Manual will include Invitation to Bid, Information for Bidders, Itemized Proposal (including digital spreadsheet in .XLSX format for Contractor's bids, if requested) , Form 96, Agreement, Employment Eligibility Verification, Indiana Iran Investment Certification, Notice of Award form, Notice to Proceed form, Change Order form, Construction Plans.
15. Provide assistance to the City in taking bids, including attendance at Pre-bid meeting, bid opening, bid tabulation, and bid recommendation.

Part III – Payment to the Engineer

Per your request, we have split the design fees between the Roadway and Water Main portion of the project as follows. Please indicate which of the designs you will be selecting by checking the adjacent box.

ROWLAND ASSOCIATES, INC. will perform the design services described in **Part II**, related to **Roadway Construction** for a lump sum cost of **Fifty Thousand Three Hundred Dollars (\$50,300.00)**.

ROWLAND ASSOCIATES, INC. will perform the design services described in **Part II**, related to **Water Main Construction** for a lump sum cost of **Thirty Three Thousand Eight Hundred Dollars (\$33,800.00)**.

If both projects are selected, there will be efficiencies that will allow us to provide a deduct from the above lump sum costs of **Two Thousand Five Hundred (\$2,500.00)** per project, for a total reduction of **Five Thousand Dollars (\$5,000.00)**.

Any additional work not described in this Proposal will be performed on an hourly basis as shown in the attached rate schedule. An initial invoice will be submitted (14) fourteen days after the Notice to Proceed in the amount of 10% of the above selected lump sum price(s). Thereafter, invoices will be submitted on a monthly basis reflecting the amount of work completed in the previous month.

If required, right-of-way or easement parcel plats including legal descriptions will be prepared for each parcel along the route at our normal hourly rates for a not-to-exceed cost of **Eight Hundred Fifteen Dollars (\$815)** per parcel.

Amanda Cope, PE, City of Angola Engineer
Page 4 of 4, March 4, 2025

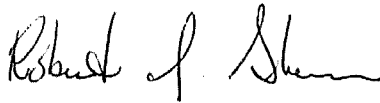
Please note that construction staking is not included in this proposal. **ROWLAND ASSOCIATES, INC.** will provide construction staking services on a time and material basis at our normal hourly rates as shown in the attached rate schedule. We estimate the cost for this construction staking to be approximately \$16,250 - \$18,250.

Part IV - Schedule

Receipt of a signed copy of this proposal will constitute our Notice to Proceed. Field work will commence within thirty (30) working days of receipt of the Notice to Proceed. Work described in Part II, Items 1-15 will be complete by December 31, 2025 unless delayed by events or conditions outside of our control.

Should you accept this proposal, please sign where indicated and return one original signature copy to our office. Thank you for the opportunity to provide you with this Proposal.

Sincerely,



ROWLAND ASSOCIATES, INC.
Robert J. Shearer, P.E., President

Attachment: Terms and Conditions; Rate Schedule; Figures 1-3.

Accepted By:

Signature

Date

ROWLAND ASSOCIATES, INC.

CONSULTING ENGINEERS — SURVEYORS
120½ EAST MAUMEE STREET P.O. Box 138
ANGOLA, INDIANA 46703
(260) 665-3761 FAX (260) 665-3482
EMAIL: RAI@ROWLAND-ENG.COM

Standard Terms and Conditions for Engineering and Surveying Services.

These Standard Terms and Conditions, together with the Proposal for Services constitute the Agreement between the Client and Rowland Associates, Inc. (RAI). Before signing the Proposal and authorizing work, be sure you have read and understand the contents which describe the allocation of risks and duties of the Client and RAI.

1. Services

RAI will perform the services described in the Proposal, or in any amendments or change orders accepted by both parties. Any request by the Client that will require additional work, additional time, or increase RAI's cost will require an amendment or change order agreed to by both parties.

2. Standard of Care

RAI will perform the services described in the Proposal in accordance with generally-accepted engineering and surveying practices, and with the skill and care ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same or similar locale. RAI makes no warranties, expressed or implied, including warranties of marketability or fitness with regard to the services under this Agreement.

3. Client Responsibilities

The Client grants RAI and its sub-consultant(s) permission to enter the Site to perform the services. If the Site is owned by others, the Client represents and warrants that the owner has granted permission for RAI to enter the Site and perform the services. Upon request, Client will provide RAI with a written verification of Site access permission.

The Client shall inform RAI in writing of any specific requirements of safety or security programs that are applicable to RAI as a visitor to the Site.

As a result of entering into this Agreement, RAI assumes no responsibility for conditions at the Site that may constitute a danger or hazard to any individual or the environment. Further, the Client agrees to inform RAI, as well as any state, local, or federal entities as required by law, in a timely manner, of any hazards or dangers that exist on Site.

4. Payment

The Client shall compensate RAI for services as described in the Proposal. Invoices for services shall be submitted to the Client on a monthly basis. Payment is due within thirty (30) days from the date of the invoice. If the invoice amount is not paid within thirty (30) days, the Client agrees to pay late fees in the amount of one point five percent (1.5%) of the unpaid balance for each month it remains unpaid. In the event that subsequent late fees are applied, the fees shall be calculated at one point five percent (1.5%) times the sum of the principal plus previous late fees.

If the fees include reimbursable expenses as described in the Proposal, those expenses will be reimbursed at cost plus a markup of fifteen percent (15%).

RAI may terminate its services upon ten (10) days written notice any time a payment is overdue on any account with the Client. The Client agrees to pay for all services through the date of the termination notice, plus termination and collection costs, including reasonable attorney fees and expenses.

5. Insurance

During the work, RAI will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance. RAI will furnish certificates of insurance to the Client upon request. RAI will purchase additional project-specific insurance at the Client's request if the Client pays the premium and any costs involved in obtaining the additional coverage.

ROWLAND ASSOCIATES, INC.

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ANGOLA, INDIANA 46703
(260) 665-3761 FAX (260) 665-3482
EMAIL: RAI@ROWLAND-ENG.COM

Standard Terms and Conditions for Engineering and Surveying Services.

6. Disputes

All disputes between the Client and RAI shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five (45) days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

7. Termination

In addition to the provisions of Section 4 above, either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to the other party. If the contract is terminated by the Client as provided herein, RAI shall be entitled to full payment for all work completed up to the date upon which the termination becomes effective.

ROWLAND ASSOCIATES, INC.

CONSULTING ENGINEERS - SURVEYORS
120 1/2 EAST MAUMEE STREET
P.O. BOX 138 ANGOLA, INDIANA 46703
PH: (260) 665-3761

EMAIL: RAI@ROWLAND-ENG.COM

RATE SCHEDULE

Effective January 30, 2025

Individual and Crew Rates

Professional Engineer (P.E.).....	\$101.25/hr.
Engineering Technician.....	\$84.05/hr.
Professional Surveyor (P.L.S.).....	\$92.25/hr.
Surveying Technician.....	\$80.25/hr.
Construction Inspector.....	\$65.00/hr.
AutoCAD Draftsman.....	\$60.00/hr.
Clerical / General Administrative.....	\$50.00/hr.
One-Man Survey Crew, Conventional.....	\$98.40/hr.
One-Man Survey Crew, GPS or Robotic.....	\$122.00/hr.
Two-Man Survey Crew, Conventional.....	\$145.50/hr.
Two-Man Survey Crew, GPS or Robotic.....	\$169.15/hr.
Three-Man Survey Crew, Conventional.....	\$162.00/hr.

Reimbursable Expenses

18" x 24" Film ('Mylar') Plot.....	\$8.70/ea.
24" x 36" Film ('Mylar') Plot.....	\$17.45/ea.

In-house Paper Copies:

8-1/2" x 11".....	\$1.08/ea.
8-1/2" x 14".....	\$1.38/ea.
11" x 17".....	\$2.15/ea.
18" x 24" Monochrome.....	\$3.25/ea.
18" x 24" Color.....	\$5.35/ea.
24" x 36" Monochrome.....	\$5.35/ea.
24" x 36" Color.....	\$8.60/ea.
Outside Paper Copies.....	Cost + 15%

Survey Materials:

Hardwood Lath.....	\$2.05/ea.
5/8" Rebar Survey Monument.....	\$3.40/ea.
Spike Monument.....	\$2.00/ea.
Mag Nail Monument.....	\$2.00/ea.
Special Materials.....	Cost + 15%

Vehicle Mileage*.....	\$0.70/mi.
Outside Services.....	Cost + 15%
Postage.....	Cost
Shipping.....	Cost + 15%

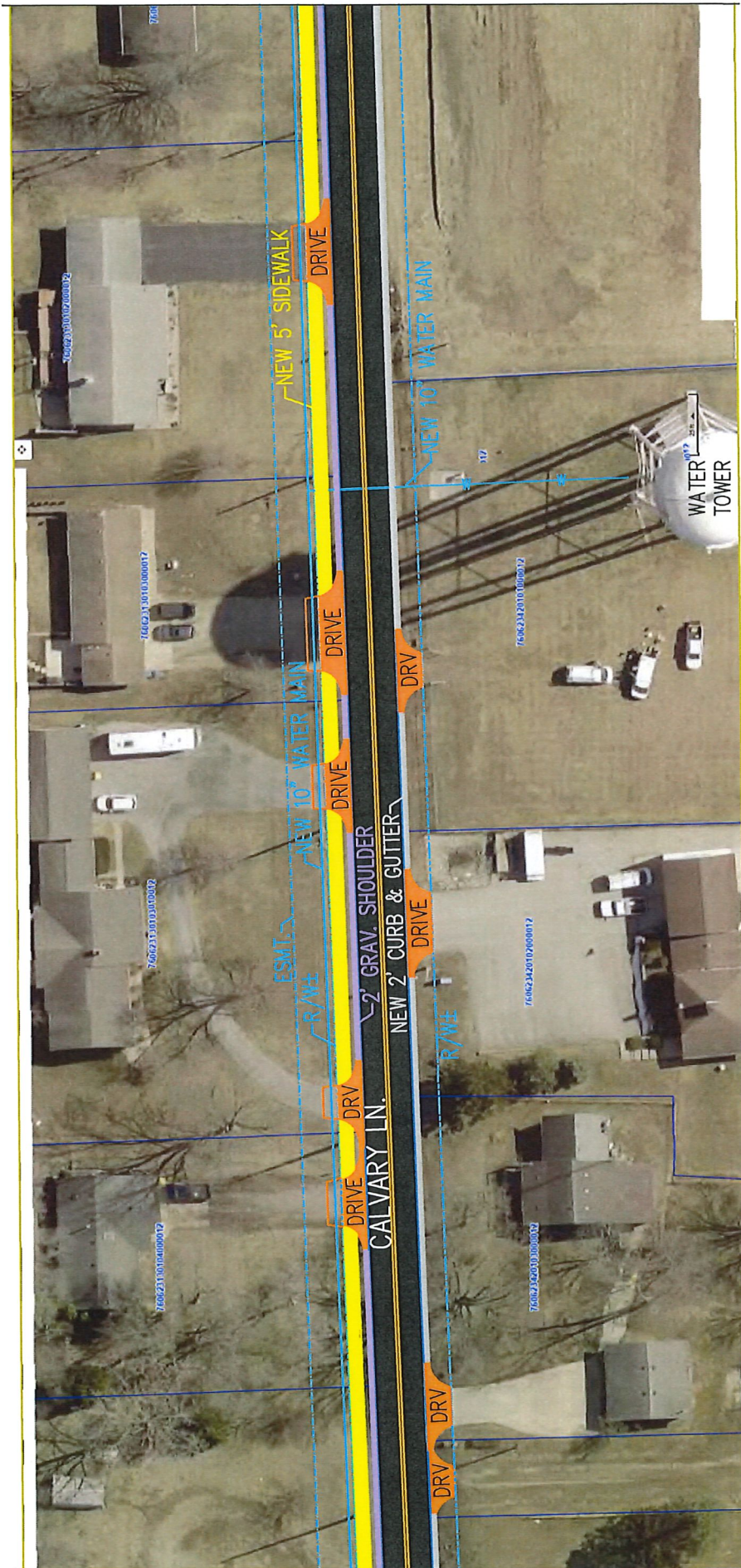
* Vehicle mileage included in crew rates above.



FIGURE 1

MATCH LINE

MATCH LINE



MATCH LINE



FIGURE 2

MATCH LINE

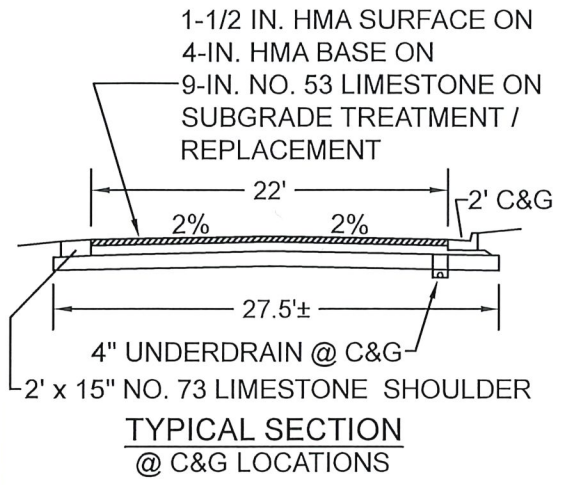
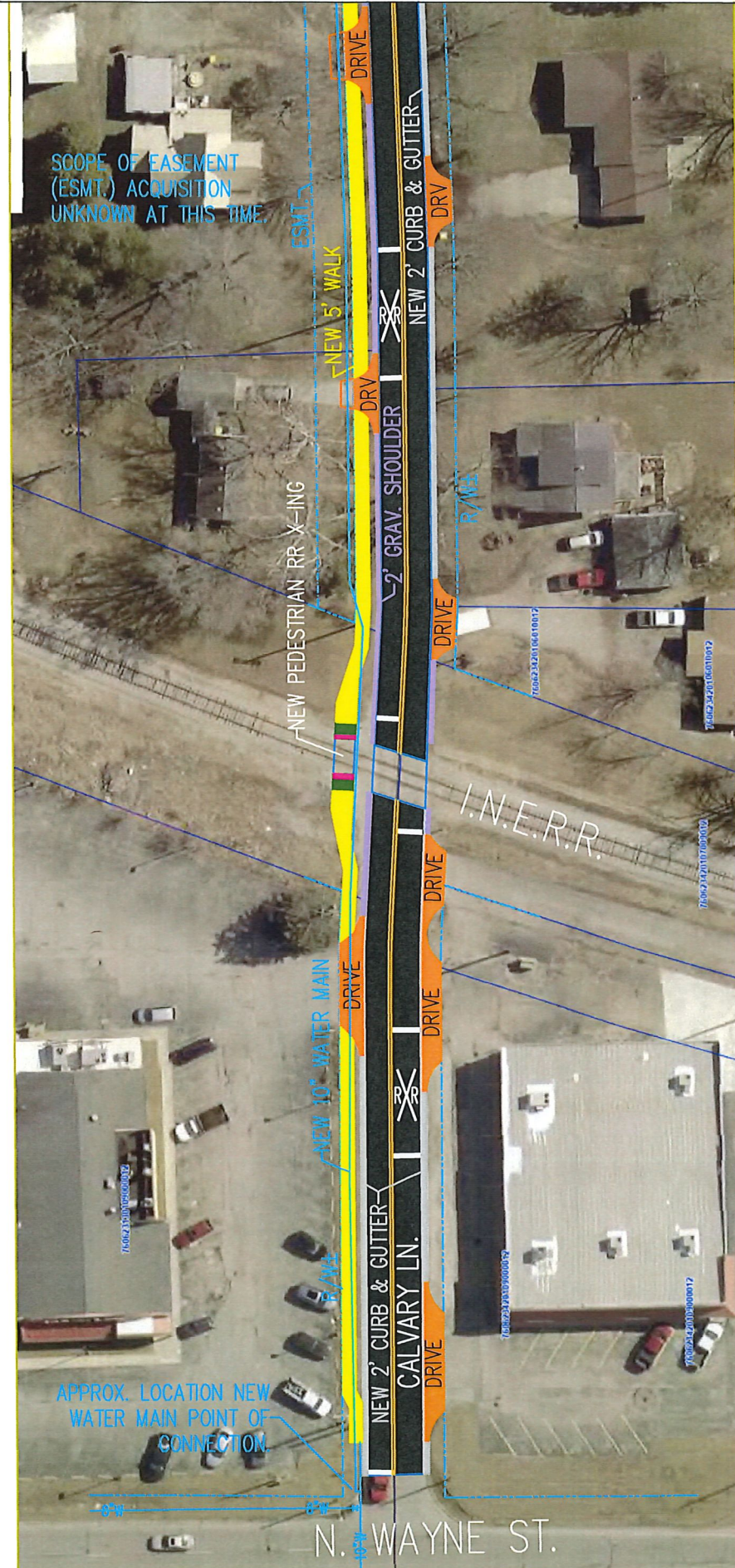


FIGURE 3

March 4, 2025

Ms. Amanda Cope, City Engineer
City of Angola Engineering Department
210 N. Public Square, Angola, IN 46703

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
City of Angola GIS Based Programs
Scope of Work

Dear Mrs. Cope,

Attached for your review and approval is our proposal to provide engineering and information technology services to the City of Angola, Indiana in the form of implementation and data preparedness for a Work Order Management Program to support Utility Operations and a Capital Improvement Program (CIP) to support Engineering Operations. These services include tasks such as:

- Identifying and tracking Capital Projects
- Developing a multiyear CIP program
- Planning and development of CIP Projects
- Repair, Replace, and Installs of water and sewer assets
- PASER Ratings Management
- Pothole tracking

Thank you for this opportunity and we look forward to working with the City on this project. If you have any questions or concerns, please do not hesitate to contact me at jmweaver@abonmarche.com or 574 747-7579.

Sincerely,

Abonmarche Consultants, Inc.



Jeffrey Weaver, GISP
Director of Digital Solutions

WORK PLAN

PROJECT UNDERSTANDING

The City of Angola would like to digitize their asset data for water and sewer information in a Geospatial format. Currently, Angola does not maintain digital records of work performed in the city by the Utilities. This project will support their Asset Management program and provide necessary information on the management and operation of their utility services. This data will also help Angola to meet many state and federal requirements regarding asset management, as well as provide a method to track and document work performed by field crews.

In addition to tracking work in the field, Angola Engineering would like to utilize technology to track Capital Improvement Projects. Financial management of major capital projects requires a substantial commitment of organizational time and resources. Due to scale and cost, capital projects represent a significant undertaking for local governments and must be managed and coordinated in order to efficiently utilize funds and safely and effectively manage construction throughout the community.

The best practices of managing a CIP program include:

- Identifying and incorporating regulatory requirements into monitoring and reporting
- Identifying and incorporating relevant data for external and internal stakeholders
- Planning and designing a system to collect, store, and analyze project data
- Regularly monitoring project activities
- Report on project status and activities

Abonmarche's approach to capital projects is to provide the necessary tools to identify, track, and update capital projects and expenditures. Abonmarche has developed a streamlined and turnkey solution that includes online applications, dashboards, maps, and mobile tools to help review and coordinate all aspects of a capital project. Since these tools are mapped based, supporting GIS data can be incorporated to help coordinate and plan all current and future projects, giving you a complete set up tools to not only plan and design projects, but also to aid in tasks such as coordination of activities, construction management, communication with the public, and records documentation.

Utilizing the custom Capital Improvement Plan Program developed by Abonmarche, the City of Angola would like to digitize their Capital Planning Projects to improve financial accountability, enhance operational effectiveness and promote citizens' confidence in their local government.

SCOPE OF SERVICES

We have tailored our scope of services pursuant to our meeting with Angola and our understanding of the services generally necessary to support the tasks outlined by your Team. We have assigned Clay Norris to serve as the project manager for this project and to ensure the services are efficiently delivered and the goals of Angola are met. Our proposed services for the above-described project are outlined in the tasks as follows:



Task #1: Project Management

This task includes project staffing, budget, and schedule management over the duration of this project. Abonmarche will keep Angola informed of the status of the project and coordinate invoicing related to the project.

A 1-hour kickoff meeting will be scheduled with Angola and Abonmarche staff to review the project intent, scope of services, project schedule, project contacts and communications, site access and invoicing procedures.

Deliverable:

- Meeting minutes in OneNote Teams Site

Task #2: Implementation GIS Based Work Order Management Program

The Angola AGOL will serve as the central repository for GIS data. Abonmarche will work with Angola to develop a workflow to upload their current data water and sewer data into the AGOL platform. The GIS data will be hosted on the Angola AGOL, and Abonmarche will utilize the Local Government Information Model for Water and Sewer related data schema.

Abonmarche will also prepare a GIS Editing Standard Operating Procedures (SOP) document that will allow Angola to take authorship of the GIS data on the Angola AGOL and update new Public Works Asset information through an editing app on the Angola AGOL. In addition to the editing application, a Record Error Notification (REN) layer will be added to the application and all field map applications. The REN layer will allow field staff to identify issues with the GIS and Data and record the issues from any mobile application. The desktop editing application will allow an editor to track and update records based on these RENs. Finally, Abonmarche will also provide up to 2 maps to view water and sewer data through a mobile device.

Abonmarche will setup, within the Angola AGOL, up to 5 GIS based programs that may include items such as:

- Repair, Replace, and Installs of water and sewer assets
- Catch Basin Cleaning
- Valve Exercising
- Hydrant Inspections
- Hydrant Flow Testing
- PASER Ratings Management
- Pothole tracking

These programs are a collection of focused maps and apps that help address challenges in your organization. They leverage your authoritative data and are designed to improve



operations and maintenance practices. Each program will consist of desktop applications to manage the data, mobile applications to input and collect data, dashboards to track status and maintain records of work performed, Standard Operating Procedures (SOPs) for training and documentation of each program, and up to 4 hours of staff training per program, on how to update and maintain data and applications.

Abonmarche will also prepare a GIS Editing Standard Operating Procedures (SOP) document that will allow Angola to take authorship of the GIS data on the Angola AGOL and update new Public Works Asset information through an editing app on the Angola AGOL that Abonmarche will provide. Abonmarche will also provide up to 2 maps to view water and sewer data through a mobile device.

Standard Operating Procedures will be provided to support basic navigation for Esri ArcGIS Online and the GIS Based Programs. Additional training will be provided to Angola based on recommendations for Esri's Academy. Esri Academy is a training repository, mostly free to subscribers, that provides training for Esri's 300+ software and applications. Abonmarche will provide Angola with a list of recommendations to ensure that Angola continues to move forward with their GIS solutions.

Deliverable:

- Data Standardization of Water and Sewer GIS data
- 2 GIS Mobile Applications to view Water and Sewer data
- 1 ArcGIS Desktop Utility Editing Application
- 1 Record Error Notification layer
- Up to 5 Programs
- Standard Operating Procedures for ArcGIS Online and GIS Based Programs
- Up to 4 hours of field training per program
- Training Recommendations for additional Esri based training

Task #3: Implementation GIS Based Capital Improvement Plan Program

Abonmarche will work with Angola to develop a workflow to upload all relevant and available GIS data needed to identify, design, bid, construct, and develop capital projects, including but not limited to:

- Utility Assets such as water and sewer mains, services, valves, catch basins, and manholes
- City Assets such as curbs, sidewalks, ADA ramps, lights, trees, signs, etc.
- PASER data
- Street related attributes such as paving type and traffic counts
- Parcels
- Right of Way



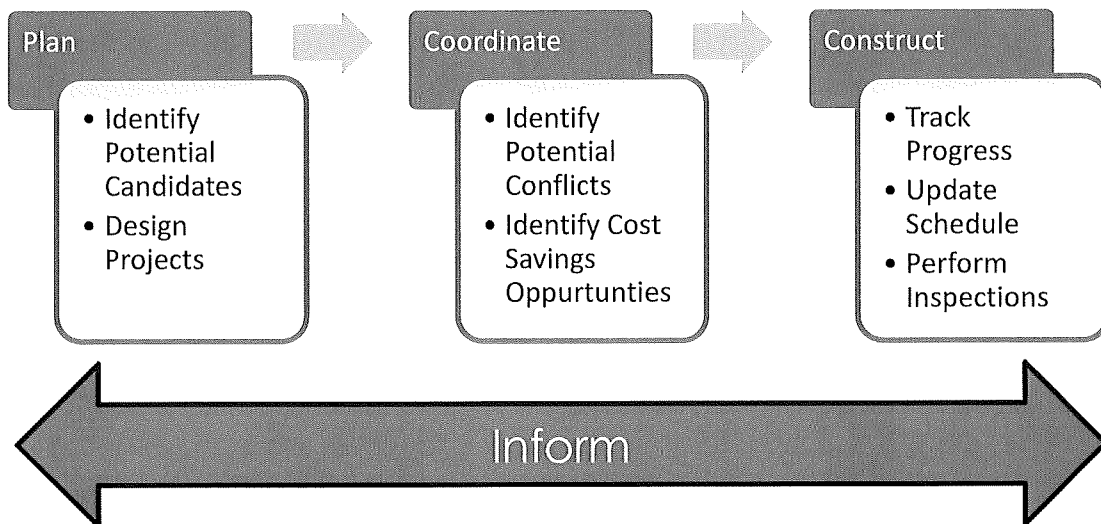
- Environmental data such as brownfields and soil types
- Census tract data
- Economic Development data

The GIS data will be hosted on the Angola AGOL, and Abonmarche will utilize the Local Government Information Model for Water and Sewer related data schema.

Abonmarche will also prepare a GIS Editing Standard Operating Procedures (SOP) document that will allow Angola to take authorship of the GIS data on the Angola AGOL and update Capital Project through an editing app on the Angola AGOL.

Abonmarche will setup, within the Angola AGOL, a suite of focused tools that help address challenges in your organization. They leverage your authoritative data and are designed to improve operations and maintenance practices. The tools are broken down into Phases, which are used to manage the lifecycle of a project. The tools associated with these phases consist of desktop applications to manage the data, mobile applications to input and collect data, dashboards to track status and maintain records of work performed, Standard Operating Procedures (SOPs) for training and documentation of each program, and up to 4 hours of staff training per Program Phase, on how to update and maintain data and applications.

Program Phases for Capital Planning include the following:



These tools include the following:



- **Capital Improvement Projects Catalog (Plan)** – Used to collect project information and begin planning.
 - This application will be used prior to project start or design. Projects will start in the 'Plan' phase and become a 'Candidate' by default. Using the 'Capital Project Catalog' application the user will draw in new polygons to cover the whole scope of the internal project. External projects can be added or edited within the application. Polylines will be drawn to represent pavement moratoriums. Once the polygon/line is drawn the attributes will be updated to represent the project.
 - This application captures the project information such as Department, Name, Location, Priority, Planned Start and End Dates, Estimated Budget, etc.
 - Funding Source and Fiscal Year information is collected included in this data

- **Capital Project Coordination (Coordinate)** – Used to coordinate projects with both internal and external agencies and departments.
 - The application consists of three pages: Home, Manage, and Coordinate. The home page contains a quick view that shows funding for all projects, number of capital projects, and the dollar amount for funding secured.
 - This suite of Internally and Externally facing applications is used to coordinate projects before they start. This solution makes it easy to change project plan, change projected start dates, and add/update funding. External projects and internal projects will be available for editing within this application. Conflict review will take place in this application with an option to mark conflicts or mark conflicts as exceptions.
 - The management page contains all internal and external projects regardless of project status. These projects can be reviewed and edited within the application. A conflict review will take place on this page by looking at the project and comparing it to other projects within the area of interest. Comments and funding sources can be added/updated. External project editing is limited to conflict review, comments, and attachments. Internal project attributes to edit such as Conflict Review, Contractor Name, Project Drivers, Public View, etc.
 - The user has the option to update/add funding sources and update/add comments for the project. These are kept as a related table. The funding table tracks where the funds are coming from, the fiscal year of the funds, and the amount of the funds. The comment table tracks comments, date of comment, and who is making the comment. Multiple funding sources and comments can be entered and tracked throughout the project's life. Attachments are available to add for both related tables.
 - The coordinate page gives the user a view of all the projects with many ways of filtering to fit their needs. Project conflicts are displayed by number with a list of the conflicted projects. A list of projects is displayed with a quarterly calendar



displaying projected start dates to assist with possible conflicts. Projected start/end date and marking a conflict as an exception are the only editable fields in this application.

- **Capital Improvement Projects Reporter (Construct)** – Used during construction to track construction status and maintain updated inspections and information about progress.
 - This application is intended to be used once the project goes into production. The application will track the progress of the project as it goes through all phases to completion. Daily comments and photos, expenditures, and timelines are some of the things that you can manage within the application. This can be used out in the field with a mobile device or in the office using a desktop computer.
 - Multiple expenditures can be added to a single project. As items are paid out, they can be added to the expenditure related table, which will track date of expenditure, dollar amount of expenditure, and an attachment can be added (copy of check, bill, etc.).
 - The comments related table can be used to log and track inspections and report the findings. Multiple comments can be added to a single project and will track who made the observation, date of the observation, and photos can be added as attachments. Multiple photos can be added to one comment and, if using a mobile device, the user can select 'add' and take a photo to attach to the comment. This will reduce the time of adding photos to the project and lose of data if multiple photos are taken for multiple projects.

- **Capital Improvement Projects Dashboards (Inform)** – Used to inform staff, contractors, and the public on topics like percentage complete, amount used to date, and schedule.
 - This dashboards provides an overview of all projects that have started and not in the 'Plan' phase. The Capital Projects dashboard is intended to be shared with project leads, project managers, inspectors, etc. The dashboard displays percent of projects on-budget, percentage of projects on-schedule, dollar amount of expenditures, number of active projects, and a list of active projects. Data can be filtered to narrow down a list for your needs.
 - The Capital Projects dashboard is an overview of all projects excluding completed projects. This dashboard is intended to be shared with upper management and project leaders. The dashboard displays a number of active projects, number of projects over budget, number of projects behind schedule, and a list of all projects that have not been completed. Data can be filtered to narrow down a list for your needs.
 - The Capital Improvement Plans dashboard is intended to be shared with public. It can be embedded into a website or used as a standalone link. The dashboard displays minimal data and includes the number of projects by capital plan,



projected cost by capital plan, and a list of projects by capital plan. The data for each project displays project number, project name, type of project, CIP, location description, project description, rationale, planned start/end date, design start/end date, actual start/end date, estimated budget, and funding sources. The user can filter data by capital plan, project type, plan alignment, and funding source. This dashboard can be edited to show more data or less data to fit your needs.

Abonmarche will also prepare a GIS Editing Standard Operating Procedures (SOP) document that will allow Angola to take authorship of the GIS data on the Angola AGOL and update new Capital Project information on the Angola AGOL.

Standard Operating Procedures will be provided to support basic navigation for Esri ArcGIS Online and the GIS Based Programs. Additional training will be provided to Angola based on recommendations for Esri's Academy. Esri Academy is a training repository, mostly free to subscribers, that provides training for Esri's 300+ software and applications. Abonmarche will provide Angola with a list of recommendations to ensure that Angola continues to move forward with their GIS solutions.

Deliverable:

- Data Standardization of Capital Projects
- Up to 20 Sources of GIS Based data associated to identifying Capital Projects
- Suite of Desktop and Mobile applications including:
 - Capital Improvement Catalog Application (1)
 - Coordination Application (1)
 - Coordination Hubs (3)
 - Capital Project Tracker (1)
 - CIP Committee Hub (1)
 - Reporter Dashboards (3)
- Standard Operating Procedures for ArcGIS Online and GIS Based tools
- Up to 4 hours of field training per Phase
- Training Recommendations for additional Esri based training

ADDITIONAL ITEMS

- The city will provide Abonmarche electronic or paper copies of available reports, data, records, and other information as needed to complete the project.
- Meetings will be held remotely, whenever possible, via use of Microsoft Teams
- The city will provide Abonmarche with access to all necessary servers and software if required



FEES FOR SERVICES

The budget includes approximately 80 hours for these services. This will be billed on a time and materials basis per the Abonmarche 2025 standard rates (enclosed).

Abonmarche shall receive, as payment for the work performed under this contract, a not to exceed total amount of **\$29,000** unless a supplement is executed by the parties, which increases the maximum amount payable. Payment will be made upon the number of hours worked on a monthly basis. This total amount is made up of the following costs per task:

Task #1 – Project Management \$2,000

Task #2 – Implementation GIS Based Work Order Management Program \$14,000

Task #3 – Implementation GIS Based Capital Improvement Plan Program \$13,000

ANTICIPATED SCHEDULE

Abonmarche is prepared to begin work immediately upon written authorization to proceed. This contract will begin with a Kickoff meeting upon authorization from Angola, and end 6 Months after Kickoff meeting unless work is completed sooner.



Standard Hourly Rates

Engineering

Firm Principal	\$250-288
Senior Project Engineer/ Manager/ Group Director	\$205-250
Project Engineer / Project Manager	\$95-205
Staff Engineer	\$110-135
Landscape Architect	\$110-145
CADD Technician	\$90-120
Senior Construction Technician/Construction Technician/ Office Technician	\$65-115
Electrical Engineer	\$93-170
Mechanical Engineer	\$129-170
Structural Engineer	\$140-205
Senior Urban Planner	\$135-145
Urban Planner	\$105-120
Engineering Intern	\$55-75

Architecture

Lead Architect	\$185-205
Senior Licensed Architect/Project Manager	\$145-185
Project Architect/Project Manager	\$140-160
Architectural Draftsman/Designer	\$120-140
Interior Designer	\$95-120
Architectural Intern	\$75-85

Surveying

Senior Surveyor/Project Manager/Group Director	\$145-160
Project Surveyor	\$125-135
Survey Crew Manager	\$100-130
Survey Crew Chief	\$85-120
Survey Technician	\$65-95
CADD Technician	\$90-95

Digital Services

Group Director	\$220
GIS Specialist/Analyst	\$80-135

Auxiliary Services

IT Support Technician/Manager	\$144-206
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-90
Development Services Professionals	\$125-205

Effective 01/01/2025 Rates Subject to Change



Abonmarche Project Number: 25-0343

AGREEMENT between (Client name), City of Angola Engineering (Date) March 10, 2025

(Client address) 210 N. Public Square, Angola, IN 46703 (Phone) 260-665-6748

(Cell) _____ (Fax) _____ (Email) acope@angolain.org hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 303 River Race Drive, Unit 206, Goshen, IN 46526

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) City of Angola - GIS Based Programs (Location) City of Angola, Steuben County, Indiana

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) As set forth in the Attached Work Plan

(Project schedule) Outlined in the Anticipated Schedule

(Special Provisions) _____

Abonmarche's proposal/work plan, dated March 4, 2025 is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) \$29,000 Lump Sum

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated Ms Amanda Cope, City Engineer as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings. These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: <u>City of Angola Engineering</u>	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: <u>Bradley E. Mosness, PE</u>
Printed Name: <u>Amanda Cope</u>	Date of Birth: _____	Title: <u>Vice President</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc. 303 River Race Dr</u>
Federal Tax ID: _____	Employed by: _____	<u>Unit 206</u>
	Address: _____	<u>Goshen, IN 46526</u>
	City/State: _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.

2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.

3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.

4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.

5. **Billing and Payment.** The client shall make an initial payment of \$ 0.00 (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.

6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.

7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.

8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.

9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.

10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.

11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.

12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

- permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.
13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.
19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

does not pay for those services except when the Client is a governmental agency and lien rights do not apply.

25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
26. **Liability Limitation.** In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.
34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement