

**TOWN COUNCIL  
PUBLIC MEETING AMENDED AGENDA  
October 20, 2020 - 7:00 PM**

Town Council Public Meeting  
October 20, 2020

**3. Resolution No. 1269 – Transfer Resolution**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	-

**BZA/PLAN:**

**1. Special Use Variance – LaLonde, Owner and Middleton, Petitioner – 13640 Morse St.**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	-

**2. Letter of Credit Amendment – Rose Garden Estates**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	-

**NEW BUSINESS:**

**1. Park & Recreation Impact Fee Committee Member Appointments**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	-

**2. INDOT – CMAQ Grant Agreement Amendment**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	-

**3. Town Club Ditch Outlet – Change Order 2**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	-

**4. Morse Street Survey Proposal**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	-

**REPORTS:**

1. Town Council
  - a. Council Affairs Committee
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department
7. Fire Department

Town Council Public Meeting  
October 20, 2020

**WRITTEN COMMUNICATION:**

1. Building Department Report

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, November 17, 2020 at 7:00 pm**

**REMINDER: Election Day, Tuesday, November 3, 2020**

*The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.*

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**October 20, 2020**

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ALL TOWN FUNDS	\$280,681.37
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WASTEWATER OPERATING	\$29,196.87
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WATER UTILITY	\$47,876.35
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STORM WATER	\$93,719.70
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2017 RDA A CONSTRUCTION	\$2,024.00
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PAYROLL 10/15/20	\$175,173.35
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***Town of Cedar Lake***

***Office of the Town Administrator***

7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303

Tel (219) 374-7400 – Fax (219) 374-8588



October 16, 2020

To: Town Council  
From: Jill Murr, Town Administrator  
CC: Clerk-Treasurer

RE: **Equipment for Disposal – Non-Functional**

Council,

It is recommended to allow for the disposal of the following non-functional equipment as listed.

The equipment is no longer functional for our needs, but may bring more funds than scrap if offered for sale. These shall be offered for sale via sealed bid and/or auction via GovDeals. If no bids or an unsuccessful auction; these items will be recycled and/or scrapped. The funds will be placed in the General Non-Reverting Fund.

Respectfully submitted,

Jill Murr  
Town Administrator

Make	Model	Serial#	Notes	FormFactor
Dell		CQSLSR1		Desktop
Dell	Optiplex 330	5LDVXF1		Desktop
Dell	Optiplex 760	2SGV4J1		Desktop
Dell	Optiplex 330	2LDVXF1		Desktop
Dell	Optiplex 320	4OX29F1		Desktop
Gairtronics	ICP9000	PICPN9004A		Desktop
Dell	Optiplex 330	7LDVXF1	CASE ONLY	Desktop
Dell	Optiplex 330	HKDVXF1		Desktop
Dell	Optiplex 330	GFDVXF1	CASE ONLY	Desktop
Dell	Optiplex 330	1LFVXF1	Notes	Desktop
Custom				Desktop
Dell	Optiplex GX520	D7MYGC1		Desktop
Dell	Optiplex 330	JKDVXF1	CASE ONLY	Desktop
Dell	Optiplex 330	3LDVXF1		Desktop
Dell	Optiplex 330	4LDVXF1		Desktop
Dell	Optiplex GX520	9DTVY81		Desktop
Custom		200968	CASE ONLY	Desktop
Custom		200967	CASE ONLY	Desktop
Acer			CASE ONLY	Desktop
Dell	Latitude D630	30MN6G1		Laptop
Dell	Latitude D630	6ZLN6G1		Laptop
Dell	Latitude D610	1F3JG81		Laptop
Dell	Latitude D600	F3W4P61		Laptop
Dell	Latitude D610	HD3JG81		Laptop
Dell	Latitude D600	6RW4P61		Laptop
Dell	Latitude D600	F4W4O61		Laptop
Dell	Latitude D600	HHW4P61		Laptop
Dell	Latitude D600	4QW4P61		Laptop
Dell	Latitude E5500		Case Only	Laptop
Dell	Latitude E6420	JC2QBS1	Case Only Screen Sealant Damage	Laptop
Dell	Latitude E6420	1D2QBS1	Case Only Screen Sealant Damage	Laptop
Dell	Latitude E6420	811HQBS1	Case Only Screen Sealant Damage	Laptop
Dell	Latitude E6400		Case Only Screen Sealant Damage	Laptop
Dell	Latitude E6400	9J52SM1	Case Only Screen Sealant Damage	Laptop
Dell	Latitude E5500	B87TCL1	Case Only Screen Sealant Damage	Laptop
Dell	Latitude E5500		Case Only Screen Sealant Damage	Laptop
Apple	iPhone S		silver	cell
Samsung	Galaxy S5			cell
Apple	iPhone		white	cell
Apple	iPhone S		silver, cracked screen	cell
Samsung	Galaxy S5			cell
Verizon	G'zOne		flip phone	cell
Samsung	Galaxy S4			cell
Apple	iPhone		black	cell
LG			black cover on	cell
Blackberry				cell
Verizon	G'zOne		flip phone	cell
Verizon	G'zOne		flip phone	cell
Samsung	Galaxy S4 mini			cell
Verizon	G'zOne		flip phone, case on it	cell

Make	Model	Serial#	Notes	FormFactor
Dell	Latitude E6500	C9T4XL1		Laptop
Konica Minolta	C652	A0P0011002033	Parts no longer available	Copier
Acer		71602052527		Desktop
Dell		20MMTR1		Desktop
2007 Dodge	Charger	2B3KA43G17H769958	Blown Motor, Cannot use for parts Donate to FD	Police Car
2009 Dodge	Charger	2B3KA43V19H597254	Blown motor, Cannot use for parts Doante to FD	Police Car
Taser	X2	1F3JG81	Cannot be fixed	Police Taser
Kustom	Pro1000	DS5912	Old, no longer needed	Police Radar
Kustom	Pro1000	DS5914	Old, no longer needed	Police Radar
Kustom	Pro1000	DS6002	Old, no longer needed	Police Radar
Kustom	Eagle	E16665	Old, no longer needed	Police Radar
Kustom	Eagle	E8408	Old, no longer needed	Police Radar

# Woods of Cedar Creek

Home Owners Association

Re: Request to use Community Center and waive fees

Dear Mr. Niemeyer

My name is Bruce Marcus and I am the current President of the above referenced association. The association consists of sixty (60) residences and each residence has one voting member. We are required to have our HOA meeting once a year. We have scheduled to have our meeting at the Monastery Community Center on November 18<sup>th</sup> @ 6:30pm.

I understand that there is a fee associated for the use of the meeting room. I would like to ask if the Council would consider waiving this fee for our association. For the past two years we have met at the Faith Church but it is no longer available to us.

If you feel that you cannot waive the entire fee then I would ask that you consider a reduced fee of \$50.00. Thank you in advance for your kind consideration.

Respectfully,



Bruce Marcus

HOA President

Address

Phone

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
Approved by the State Board of Accounts, 2015  
Prescribed by the Department of Local Government Finance

Budget Form No. 4  
Generated 10/7/2020 11:27:14 AM

Ordinance / Resolution Number: 1366

Be it ordained/resolved by the **Cedar Lake Town Council** that for the expenses of **CEDAR LAKE CIVIL TOWN** for the year ending December 31, **2021** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **CEDAR LAKE CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Cedar Lake Town Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Cedar Lake Town Council	Town Council	10/20/2020

## Funds

Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$5,287,576	\$2,703,625	0.5005
0283	LEASE RENTAL PAYMENT	\$593,450	\$688,473	0.1274
0342	POLICE PENSION	\$187,200	\$0	0.0000
0706	LOCAL ROAD & STREET	\$195,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$511,910	\$56,326	0.0104
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$32,500	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$383,507	\$306,420	0.0567
2430	REDEVELOPMENT - GENERAL	\$46,390	\$56,326	0.0104
2482	REDEVELOPMENT BOND	\$376,500	\$222,324	0.0412
		<b>\$7,614,033</b>	<b>\$4,033,494</b>	<b>0.7466</b>

## Home-Ruled Funds (Not Reviewed by DLGF)

Fund Code	Fund Name	Adopted Budget
9500	Lake County Solid Waste	\$29,277
9501	Casino Gaming	\$109,000
9502	Park Non-Reverting Operating	\$19,500
9503	Law Enforcement Continuing Education	\$29,500
9504	CEDIT	\$255,869
9505	Tourism Innkeeper's Tax	\$9,450
9506	LOIT Public Safety	\$225,000
9507	LOIT 2016 SPECIAL DISTRIBUTION	\$0
		<b>\$677,596</b>

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 10/7/2020 11:27:14 AM

Name		Signature
Randell Niemeyer	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Julie Rivera	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Robert H. Carnahan	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
John Foreman	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Ralph Miller	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Colleen Schieben	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Richard Sharpe	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

## ATTEST

Name	Title	Signature
Jennifer N. Sandberg	Clerk-Treasurer	

## MAYOR ACTION (For City use only)

Name		Signature	Date
	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1

Yes ☐ No ☐

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes ☐ No ☐

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**  
**ORDINANCE NO: 1368**

**An Ordinance to Provide for Reimbursement of Public Health and Public Safety Payroll  
Costs with CARES Act Funding**

WHEREAS, the Town Council of the Town of Cedar Lake is seeking reimbursement of public health and public safety payroll costs as allowed through federal CARES Act funding, which has been received by the Town of Cedar Lake from the Indiana Finance Authority; and

WHEREAS, there has been designated by the Town of Cedar Lake a CARES Act grant fund through which such reimbursements are receipted; and

WHEREAS, the payroll expenditure activity for public health and public safety payroll costs shall be captured in the CARES Act grant fund by transferring the expenditures from the fund from which the expenditures were originally made; and

WHEREAS, in light of the Governor's public health emergency, an alternative process is being implemented to transfer all or a portion, as determined appropriate by the governing body of the Town of Cedar Lake, of the reimbursed federal CARES Act monies that are specific to public health and/or public safety payroll costs into the general fund; and

WHEREAS, the process contemplated herein is intended to allow for maximum usage of these funds.

NOW THEREFORE BE IT RESOLVED that the Town Council of the Town of Cedar Lake hereby establishes the following process in order to utilize CARES Act funding to properly pay public health and public safety payroll costs:

The CARES Act reimbursement for public health and public safety payroll shall be receipted into the Town of Cedar Lake, CARES Act Fund; and

Thereafter a claim shall be created against the CARES Act fund for the amount, up to the payroll reimbursement amount, that the Town of Cedar Lake determines shall be receipted into the general fund. This claim must be supported by the public health and/or public safety payroll costs that have been expensed from the general fund or other appropriate funds and clearly documented in the records of the Town of Cedar Lake; and

The money claimed shall be receipted into the general fund.

After the payroll reimbursement amount has been receipted into the general fund, the normal appropriation procedures shall apply to the expenditure of the reimbursement amount.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF  
CEDAR LAKE, LAKE COUNTY, INDIANA, this 15<sup>th</sup> day of October, 2020.**

TOWN OF CEDAR LAKE,  
LAKE COUNTY, INDIANA,  
TOWN COUNCIL

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Randell C. Niemeyer, President

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Julie A. Rivera, Vice-President

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Robert H. Carnahan, Member

---

John C. Foreman, Member

---

Ralph Miller, Member

---

Colleen Schieben, Member

---

Richard Sharpe, Member

ATTEST:

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Jennifer N. Sandberg, IAMC  
Clerk-Treasurer

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**RESOLUTION NO. 1269**

**A RESOLUTION AUTHORIZING THE APPROPRIATION TRANSFERS BY THE CLERK-TREASURER FOR THE FOLLOWING FUNDS DURING BUDGET YEAR 2020**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana does find that conditions exist at this time, and that it is indispensably necessary to expend certain sums of money by the proper legal officers of the Town of Cedar Lake, Lake County, Indiana by way of transfer of funds within the categories of appropriations.

**NOW THEREFORE**, be it resolved by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that the following transfers are to be made in the specified funds between major budget categories;

<b><u>GENERAL FUND</u></b>	<b><u>TOTAL TRANSFERS \$50,250.00</u></b>
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Town Council 002	Total Transfers \$36,000.00	
\$ 20,000.00	From: 121 - Group Health	To: 312 - Engineer
\$ 5,000.00	From: 121 - Group Health	To: 351 - Nipsco
\$ 5,000.00	From: 121 - Group Health	To: 352 - Town Utilities
\$ 6,000.00	From: 121 - Group Health	To: 396 - Misc Services
Police Department 003	Total Transfers \$3,500.00	
\$ 3,500.00	From: 221 - Fuel	To: 362 - Vehicle Repairs
Fire Department 005	Total Transfers \$10,750.00	
\$ 750.00	From: 396 - Misc Services	To: 445 - Equipment
\$ 1,000.00	From: 351 - Nipsco	To: 241 - Misc Supplies
\$ 4,000.00	From: 119 - PTO Payout	To: 362 - Vehicle Repairs
\$ 5,000.00	From: 123 - PERF	To: 362 - Vehicle Repairs

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA THIS 20<sup>th</sup> DAY OF OCTOBER, 2020.**

\_\_\_\_\_  
Randell Niemeyer, President

\_\_\_\_\_  
Julie Rivera, Vice President

\_\_\_\_\_  
Robert H. Carnahan

\_\_\_\_\_  
John Foreman

\_\_\_\_\_  
Ralph Miller

\_\_\_\_\_  
Colleen Schieben

ATTEST:

\_\_\_\_\_  
Richard Sharpe

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC  
Clerk-Treasurer

STATE OF INDIANA       )  
  ) SS:  
COUNTY OF LAKE       )

**CERTIFICATION**

TO:   CEDAR LAKE TOWN COUNCIL MEMBERS  
      TOWN OF CEDAR LAKE,  
      LAKE COUNTY, INDIANA

Pursuant to the requirements of applicable law, the Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana, by its duly designated representative, CERTIFIES the application of **Brian LaLonde, Owner, and Larry Middleton, Petitioner**, for a **Special Use Variance** being sought from Zoning Ordinance No. 496, and specifically, in Title XII – Neighborhood Business (B-1) Zoning District, for the property located at 13640 Morse Street, Cedar Lake, Indiana, and which is legally described as:

E. 140.4 FT OF THE 158.8 FT. LY'G BTWN ELIZABETH ST. & IDA ST. IN THE W. ½ S. 26  
T. 34 R. 9, .511 AC.,

and certifies its **Favorable Recommendation** to the Town Council for the requested **Special Use Variance** to permit the Owner, Brian LaLonde, and Petitioner, Larry Middleton, to operate two (2) businesses on a lot in a B-1 Zoning District classification parcel, namely a Construction Office and a Photography Studio, contingent upon an acceptable site plan being presented with Department approval, and the following conditions, namely:

1. Outdoor storage for a dump truck and camper only;
2. Parking lot to be repaired, including delineated parking spaces per the site plan;
3. Privacy fence on the East side of the property to match the existing fence, with a gate;
4. Wood posts with ropes on 136<sup>th</sup> Court and posts six feet (6') apart and no more than three feet (3') in height to be installed in location previously agreed upon by the Town; and
5. This Special Use Variance is granted for this Petitioner/Owner, and no other. The approval granted shall lapse and terminate in the event that the Owner/Petitioner changes, either individually or by any type of business entity.

Pursuant to applicable law, including the Town Zoning Ordinance, as amended from time to time, and the provisions of I.C. § 36-7-4-918.4, as amended, the Board of Zoning Appeals further determines the following Findings of Fact appropriate to accompany its Certification, namely:

1. The approval, as certified with conditions, will not be injurious to the public health, safety, morals, and general welfare of the Town;
2. The use and value of the area adjacent to the property included in the variance will not, with the aforesaid conditions, be affected in a substantially adverse manner;
3. The need for the variance arises from conditions peculiar to the subject property;

4. The strict application of the terms of the Town Zoning Ordinance will constitute an unnecessary hardship if applied to the subject property for which this Special Use Variance is sought; and
5. Approval, based upon the conditions certified, does not interfere substantially with the Comprehensive Plan of the Town adopted in conformance with applicable law.

All of which is certified by a vote of **5** in favor and **0** against, upon motion duly made and seconded, at the public meeting held on October 8, 2020.

TOWN OF CEDAR LAKE,  
LAKE COUNTY, INDIANA,  
BOARD OF ZONING APPEALS

By:

\_\_\_\_\_  
Jeremy Kuiper - President

ATTEST:

\_\_\_\_\_  
Tammy Bilgri,  
Recording Secretary



**Loan Center**  
9204 Columbia Avenue • Munster, Indiana 46321  
219.853.7500 • fax 219.836.8061  
[ibankpeoples.com](http://ibankpeoples.com)

**ADVISAL OF IRREVOCABLE STANDBY LETTER OF CREDIT AMENDMENT**

**ISSUER'S NAME & ADDRESS:**

**Bank of the West  
Global Trade Operations  
13300 Crossroads Pkwy N.  
City of Industry, CA 91746  
SC-XRD-2W-G**

**APPLICANT:**

**Lennar Homes of Indiana, Inc.  
1141 E. Main Street  
East Dundee, IL 60118**

**BENEFICIARY:**

**Town Council  
Town of Cedar Lake  
Town Hall  
7408 Constitution Avenue  
Cedar Lake, IN 46303**

**SUBDIVISION/DEVELOPMENT AT  
ISSUE:**

**Rose Garden Estates  
Cedar Lake, Indiana**

**ADVISING BANK:**

**Peoples Bank  
9204 Columbia Avenue  
Munster, IN 46321  
Attention: Todd M. Scheub  
EVP, Chief Banking Officer  
Tel: 219-853-7575**

**Irrevocable Standby Letter of Credit  
Number:**

**MB60517311  
AMD001**

**Total Amount: USD \$6,067,696.25  
(maximum aggregate amount)**

**Issuance Date: October 17, 2019  
Amendment Date: October 6, 2020**

**Date Advised: October 14, 2020**

**Expiration Date: October 15, 2021 at Bank of  
the West Office in City of Industry**

To the Above-Named Beneficiary:

We are instructed by the above-named Issuing Bank to inform you that they have amended the Irrevocable Standby Letter of Credit specified above in your favor (the "Letter of Credit") by extending the expiration date to October 15, 2021. All other terms of the Letter of Credit remain unchanged. The



Peoples Bank – Advisal of Amendment of Bank of the West Irrevocable Standby Letter of Credit  
No. MB60517311  
AMD001  
October 14, 2020  
2

attached signed original Amendment to Standby Letter of Credit is the operative instrument.

This Advisal is solely an advice of the issuance of the above-specified Amendment to Standby Letter of Credit and is provided to you without any engagement or responsibility on our part. Payment will only be made by Bank of the West in accordance with the terms and conditions set forth in the Letter of Credit as so amended.

Documents presented for payment must strictly comply with the terms of the amended Letter of Credit. In order to avoid delays in obtaining payment, carefully review the Amendment to Standby Letter of Credit. If you are unable to comply with the terms of the Letter of Credit as amended, contact the Applicant immediately to arrange for an amendment.

In the event of a draw that is presented to us as provided in the amended Letter of Credit, the original Letter of Credit, the original amendments, and an original sight draft must be presented. Upon presentation of the documents, please enclose an extra copy of the complete set of documents for our files.

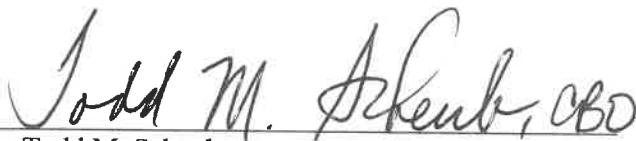
This Advisal and the attached Amendment to Standby Letter of Credit are governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590, and in the event of any conflict, the laws of the State of Indiana will control.

Please direct any questions to the undersigned at 219-853-7575.

Sincerely,

**PEOPLES BANK**

By:



Name: Todd M. Scheub

Title: Executive Vice President, Chief Banking Officer

Enclosure (1)



**BANK OF THE WEST**  
**BNP PARIBAS**

**BANK OF THE WEST**  
**GLOBAL TRADE OPERATIONS**  
**13300 CROSSROADS PKWY N.**  
**CITY OF INDUSTRY, CA 91746**  
**SC-XRD-2W-G**  
**SWIFT: BWSTUS66LAX**

**DATE: 10/06/2020**

## **AMENDMENT TO STANDBY LETTER OF CREDIT**

**TO:**

**PEOPLES BANK SB**  
**9204 COLUMBIA AVENUE**  
**MUNSTER, IN 46321**  
**ATTN: TODD SCHEUB**

**IN ALL CORRESPONDENCE PLEASE QUOTE OUR CREDIT REFERENCE NUMBER.**

**STANDBY L/C NO.:** MB60517311  
**AMENDMENT REF. NO.:** AMD001  
**ISSUED DATE:** 10/17/2019

**BENEFICIARY:**  
**TOWN COUNCIL**  
**TOWN OF CEDAR LAKE**  
**TOWN HALL**  
**7408 CONSTITUTION AVENUE**  
**CEDAR LAKE, IN 46303**

**APPLICANT:**  
**LENNAR HOMES OF INDIANA, INC.**  
**1141 E MAIN STREET**  
**EAST DUNDEE, IL 60118**

**THE ABOVE STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:**

**NEW EXPIRY DATE: OCTOBER 15, 2021**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS IS THE OPERATIVE INSTRUMENT WHICH FORMS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT NO. MB60517311 AND IS TO BE ATTACHED THERETO.**

**AUTHORIZED SIGNATURE**

**GLOBAL TRADE OPERATIONS**  
**TEAM NO 02**

**AUTHORIZED SIGNATURE**

**GLOBAL TRADE OPERATIONS**  
**TEAM NO 02**



**Loan Center**  
9204 Columbia Avenue • Munster, Indiana 46321  
219.853.7500 • fax 219.836.8061  
**ibankpeoples.com**

The undersigned hereby acknowledges receipt of the following original documents on October 15, 2020:

Peoples Bank Advisal Letter of Amendment to BOTW Irrevocable Standby Letter of Credit

Amendment To Irrevocable Standby Letter of Credit No. MB6057311, Amendment Ref. No. AMD001, issued by Bank of the West on behalf of Lennar Homes of Indiana, Inc. in favor of the Town of Cedar Lake, Indiana

The above-listed documents were hand delivered to the Town of Cedar Lake by Todd Scheub, EVP, CBO of Peoples Bank.

Town of Cedar Lake

Name: Michelle Bayless

Title: Building Administrator

Town of Cedar Lake  
Town Hall  
7408 Constitution Avenue  
Cedar Lake, IN 46303



**CMAQ GRANT AGREEMENT  
FOR PURCHASE OF ALTERNATIVE FUEL**

**EDS #: A249-21-L200153**

**Des #: 1601149**

**CFDA #: 20.205**

This Grant Agreement (this “Grant Agreement”) is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Grant Agreement, by and between the Indiana Department of Transportation for and on behalf of the State of Indiana (hereinafter the “State” or “INDOT”) and Local Public Agency, the Cedar Lake (hereinafter “LPA”) and Metropolitan Planning Organization, Northwestern Indiana Regional Planning Commission (hereinafter “MPO”) and collectively referred to as the “Parties”.

**RECITALS**

WHEREAS, the Clean Air Act (“CAA”), Title 23 and Title 49 U.S.C. require that states, (“MPOs”), and LPAs integrate transportation and air quality planning in areas the U.S. Environmental Protection Agency (“EPA”) has designated as air quality nonattainment or maintenance areas; and

WHEREAS, the MPO and the LPA are located in an air quality nonattainment or maintenance area; and

WHEREAS, the LPA submitted grant applications for Federal Congestion Mitigation and Air Quality Funds (“CMAQ Funds”) herein attached and incorporated by reference as Appendix A, (hereinafter referred to as the “Project”); and

WHEREAS, the MPO determined that the Project demonstrates it is the most effective at reducing congestion, improving air quality and is in the best interests of the citizens within the MPO’s area of jurisdiction; and

WHEREAS, the MPO has approved the Project as a part of the MPO’s regional transportation work plan; and

WHEREAS, the Parties had previously entered into a Grant Agreement under EDS #A249-17-L160132 (“Original Agreement”) for the purchase of alternative fuel; and

WHEREAS, under the Original Agreement, federal funds in the amount of \$132,000.00 were made available to the LPA for the Project; and

WHEREAS, prior to the expiration of the Original Agreement, not all of the funds were expended by the LPA and federal funds in the amount of \$11,636.47 are still available for the Project; and

WHEREAS, the Parties would like to enter into this Grant Agreement to utilize the remaining awarded funds from the Original Agreement; and

WHEREAS, the Parties have authority to execute this Grant Agreement pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 8-23-17-19, 36-1-4-7, 36-1-7-3, 36-7-7.6, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulation; and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

- 1) **Purpose of the Grant:** The purpose of this Grant Agreement is for INDOT to make a grant of CMAQ funds to the LPA to be used toward the goal of reaching air quality attainment as set forth in the Project. The LPA shall use the funds exclusively in accordance with the provisions contained in this Grant Agreement and with Indiana and Federal Law.
- 2) **Term:** The term of this Grant Agreement shall be from the date of the last signature to this grant until **June 30, 2022** (the “Expiration Date”).
- 3) **Project Cost:**
  - (a) The Project’s Costs are set forth in **Appendix A**. INDOT’s maximum payment (comprised solely of CMAQ funds), on a cost reimbursement basis, is limited to substantiated actual costs of the Project up to the amounts in **Appendix A**. Federal funds made available to the LPA by INDOT, will be used to pay 80% of the eligible Project costs. The maximum amount of federal funds allocated to the Project is **\$ 11,636.47**.
  - (b) The LPA shall pay its local match for the Project and any costs which are not eligible for reimbursement for CMAQ funding. INDOT will not participate and Indiana State funds shall not be used for costs under this grant.
  - (c) Costs charged to the Project shall be allowable costs to the extent they meet all the requirements set forth below. The costs must:
    - (i) Be made in conformance with the Project Description and the Project Budget and all other provisions of this Grant Agreement;
    - (ii) Be necessary in order to accomplish the Project;
    - (iii) Be reasonable in amount for the goods or services purchased;
    - (iv) Be actual net costs (i.e., the price paid minus any refunds, rebates, or other items of value that have the effect of reducing the cost actually incurred);
    - (v) Be incurred during the performance period of this Grant Agreement;
    - (vi) Be in conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87, Revised, and with any guidelines or regulations issued by FHWA or INDOT; and in the case of nonprofit organizations, the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-122, rather than the standards of OMB Circular A-87, Revised, shall apply.
    - (vii) Be satisfactorily documented; and
    - (viii) Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the FHWA and INDOT for the LPA.

- 4) **Access to Records:** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Grant Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Grant Agreement and for five (5) years from the date of final payment under the terms of this Grant Agreement, for inspection or audit by INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Grant Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 5) **Amendments; Modifications:** The LPA shall immediately notify the MPO and INDOT of any change in conditions, circumstances, or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Grant Agreement. Any change to this Grant Agreement shall not be valid unless it is in writing and duly signed by all signatories to this Grant Agreement.
- 6) **Assignment of Antitrust Claims:** As part of the consideration for the award of this Grant Agreement, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Grant Agreement.
- 7) **Audits:** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a “sub-recipient” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded

audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

**8) Certification for Federal-Aid Contracts Lobbying Activities:** The LPA and the MPO certify, by signing and submitting this Grant Agreement, to the best of its knowledge and belief that the LPA and the MPO have complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. LPA and the MPO also agree by signing this Grant Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**9) Compliance with Laws:**

- (a) LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by INDOT and the LPA to determine whether the provisions of this Grant Agreement require formal modification.
- (b) LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC § 4-2-6 and IC § 4-2-7.
- (c) Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.
- (d) As required by IC 5-22-3-7:

- (1) The LPA and any principals of the LPA certify that (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the LPA will not violate the terms of IC 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by federal law.
- (2) The LPA and any principals of the LPA certify that an affiliate or principal of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or principal of the LPA: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Grant Agreement, even if IC 24-4.7 is preempted by federal law.
- (e) All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant Agreement except as permitted by IC 4-13-2-20.
- (f) In accordance with federal conflicts of interest provisions found in 23 CFR 1.33, no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.
- (g) LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- (h) INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- (i) LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

**10) Debarment and Suspension:**

- (a) The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
- (b) The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- 11) Disadvantaged Business Enterprise Program:** The objectives of the Disadvantaged Business Enterprises (DBE) program in U.S. Department of Transportation financial assistance programs are noted in Title 49, Part 26.1. Among the goals are: to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs; to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; to help remove barriers to the participation of DBEs in DOT-assisted contracts; to assist the development of firms that can compete successfully in the marketplace outside the DBE program; and to provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Due to the nature of this Grant Agreement there is no formal DBE goal required. If a portion of the work under this Grant Agreement is subcontracted to a DBE firm, then upon completion of the Project, a Disadvantaged Business Enterprise Utilization Affidavit, Form DBE-3, shall be completed by the LPA or the MPO and returned to the State. The contractor and the subcontractor/lessor/supplier shall certify on the DBE-3 form that specific amounts have been paid and received.

- 12) Drug-Free Workplace Certification:** The LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the LPA’s workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Grant payments, termination of this Grant Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, the LPA hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the IDOA is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in

excess of \$25,000. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid, unless and until this certification has been fully executed by the LPA and made a part of the contract or agreement as part of the contract documents.

The LPA certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
  - (b) Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
  - (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (d) Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
  - (e) Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
  - (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.
- 13) **Energy Conservation:** During the performance of this Grant Agreement, the LPA and the MPO shall comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 14) **Force Majeure:** In the event either Party is unable to perform any of its obligations under this Grant Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a Force Majeure Event), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Grant Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Grant Agreement.
- 15) **Funding Cancellation:** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Grant Agreement, this Grant Agreement shall be canceled. A determination by the Budget Director that

funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- 16) **Governing Laws:** This Grant Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 17) **Indemnification:** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
  - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- 18) **Merger & Modification:** This Grant Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Grant Agreement will be valid provisions of this Grant Agreement. This Grant Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary Parties.
- 19) **Monitoring and Compliance:** The MPO shall monitor the LPA's compliance with the terms and conditions of this Grant Agreement including all applicable federal and state statutes, regulations, directives and mandates. The LPA shall provide the MPO, INDOT and/or FHWA reasonable and adequate opportunity to conduct this monitoring, including providing the opportunity to review and audit all relevant equipment, documents, forms, reports or any other records at any time during the term of this Grant Agreement and after the Expiration Date as may be reasonably necessary to monitor compliance with this Grant Agreement.

**20) Non-Discrimination:**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). Breach of this covenant may be regarded as a material breach of this Grant Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.
2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
  - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Grant Agreement.
  - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the

discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Grant Agreement covers a program set forth in the Regulations.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

**21) Payment of Grant Funds:** INDOT shall make payments of CMAQ funds in accordance with the following schedule and conditions:

- (a) LPA must fully execute this Grant Agreement.
- (b) No funds that are transferred under this Grant Agreement shall be disbursed by the LPA to another person to act as its agent or employee in performing the terms and conditions of this Grant Agreement without the prior written consent of INDOT.
- (c) LPA shall submit invoices to:

MPO

**Northwestern Indiana Regional Planning Commission**  
**6100 Southport Road**  
**Portage, Indiana 46368**

and

**INDOT**

**LaPorte District Office**  
**P.O. Box 429**  
**LaPorte, Indiana 46352**

- (d) MPO shall notify INDOT within ten (10) days of MPO's approval of the LPA's invoice.
- (e) Upon INDOT's receipt of the MPO's approval of the LPA's invoice, INDOT shall make payments of CMAQ funds to the LPA on a reimbursement basis.
- (f) INDOT will not reimburse costs accrued prior to the starting date of this Grant Agreement.
- (g) INDOT reserves the right to withhold final payment until INDOT or FHWA has received and accepted any requested documentation and/or reports.
- (h) LPA's failure to complete the Project and expend the funds in accordance with this Grant Agreement will be considered a material breach of this Grant Agreement and shall entitle INDOT and/or FHWA to impose sanctions against the LPA including, but not limited to, suspension of all grant programs until such time as all material breaches are cured to INDOT's satisfaction. Sanctions may also include repayment of all funds expended for activities that are not in the scope of the Project or the Project Costs. The remedies described in this subparagraph are in addition to any other remedies INDOT may have at law or equity.
- (i) No debt, payment or obligation of INDOT to the LPA under this Grant Agreement shall be a general obligation of the State, but shall be payable, if at all, only from funds received by INDOT from FHWA or its successor agency. INDOT shall not be liable to the LPA or any other Party or person or entity for any failure or delay in performance of INDOT's obligations to the LPA which are a result of any failure or delay in FHWA's payment to INDOT.

**22) Pollution Control Requirements:** If this Grant Agreement is for \$100,000 or more, the LPA:

- (a) Stipulates that any facility to be utilized in performance under or to benefit from this Grant Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the CAA, as amended, and the Federal Water Pollution Control Act, as amended; and
- (b) Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- (c) Stipulates that, as a condition of federal aid pursuant to this Grant Agreement, it shall notify INDOT and the FHWA of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Grant Agreement is under consideration to be listed on the EPA Listing of Violating Facilities.

- 23) **Order of Precedence:** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by INDOT, and (3) Exhibits prepared by LPA. All Exhibits are incorporated fully herein.
- 24) **Repayment:** The LPA shall be responsible for the repayment of costs determined to be disallowed in accordance with applicable statutes, regulations, directives or mandates. Repayment of such costs shall be made within thirty (30) calendar days of the final audit determination unless agreed to in writing by the State.
- 25) **Severability:** The invalidity of any section, subsection, clause or provision of the Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Grant Agreement.
- 26) **Status of Claims:** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Grant Agreement. The LPA shall send notice of claims related to work under this Grant Agreement:

Chief Counsel  
 Indiana Department of Transportation  
 100 North Senate Avenue, Room N758  
 Indianapolis, Indiana 46204-2249

- 27) **Termination for Cause:** INDOT may terminate this Grant Agreement or withhold payments for a material violation of a term or condition of this Grant Agreement, upon delivery of written notice to LPA of termination or withholding of payments. A material violation includes:
- (a) Improper use of funds in connection with this Grant Agreement as reasonably determined by the State.
  - (b) Reasonable determination by the State that the successful performance of this Grant Agreement is improbable or infeasible.
  - (c) Any other material failure to comply with a term or condition of this Grant Agreement as reasonably determined by the State.
  - (d) Failure to take proper corrective action in a timely manner as determined by the State.
  - (e) Upon termination of the Project and cancellation of this Grant Agreement, LPA agrees to dispose of any Project equipment in accordance with INDOT requirements.

INDOT may withhold any payments to the LPA for the purpose of setoff until such time as the exact amount of damages due INDOT from the LPA is determined.

28) **Termination for Convenience:**

- (a) INDOT, the LPA, or the MPO may suspend or terminate this Grant Agreement in whole, or in part, when the Parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- (b) Upon termination of the Project and cancellation of this Grant Agreement, the LPA agrees to dispose of any Project equipment in accordance with INDOT requirements.

- (c) INDOT may withhold any payments to the LPA for the purpose of setoff until such time as the exact amount of damages due INDOT from the LPA is determined.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

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

**LPA: Cedar Lake**

**INDIANA DEPARTMENT OF  
TRANSPORTATION:**

\_\_\_\_\_  
Print or type name and title

\_\_\_\_\_(FOR)  
Joseph McGuinness, Commissioner

\_\_\_\_\_  
Signature and date

Date: \_\_\_\_\_

**LPA DUNS #** \_\_\_\_\_

**MPO:**

\_\_\_\_\_  
Print or type name and title

\_\_\_\_\_  
Signature and date

**INDIANA DEPARTMENT OF  
ADMINISTRATION:**

**STATE BUDGET AGENCY:**

By: \_\_\_\_\_  
Lesley A. Crane, Commissioner

By: \_\_\_\_\_  
Zachary Q. Jackson, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_(FOR)  
Curtis T. Hill, Jr. Attorney General

This instrument prepared by:  
Marjorie Millman  
Date: 08/27/2020

Date: \_\_\_\_\_

Date of Issuance: **October 19, 2020**

Effective Date:

Owner: **Town of Cedar Lake**

Owner's Contract No.: **N/A**

Contractor: **Metro Excavating Corporation**

Contractor's Project No.: **N/A**

Engineer: **Christopher B. Burke Engineering, LLC**

Engineer's Project No.: **19.R060015.00005**

Project: **Town Club Outlet Drainage Improvements**



Contract Name: **N/A**

**The Contract is modified as follows upon execution of this Change Order:**

Description: This change order includes a reduction in HMA unit cost due to only binder being placed, increase in road base material due to depths, replacements of two additional pipe outfalls, purchase of a FES for the Town Hall Parking Lot, rip-rap for two new outfalls, additional restoration at all outfall locations.

**Attachments: CO2 Table with summary of adjusted items.**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>71,138.68</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>--</u> to No. <u>1</u> :  \$ <u>13,200.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>--</u> to No. <u>1</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order:  \$ <u>84,338.68</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>8,657.65</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>92,996.33</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: 	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Town Engineer</u>	Title: _____	Title: <u>President/Co-Owner</u>	Title: _____	Title: _____	Title: _____
Date: <u>10/16/2020</u>	Date: _____	Date: <u>10-19-2020</u>	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: N/A Date: \_\_\_\_\_  
Title: N/A

**Town of Cedar Lake, Indiana  
Town Club Outlet Drainage Improvements**

**Contractor:** Metro Excavating Corp.

**(CBBEL Project No. 0600015)**

**Change Order No. 2**

**Date:** October 19, 2020

**Summary of Adjusted Items**

Item No.	Item Description	Unit	Unit Price	Original Plan Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
11	Compacted Aggregate Base, No.53	TON	\$ 35.00	63.00	40.29	103.29	\$ 1,410.15	\$ 3,615.15
12	HMA Patching - Type B	TON	\$ 317.00	30.00	-30.00	0.00	\$ (9,510.00)	\$ -
12A	HMA Patching - Binder Only (reduced unit cost)	TON	\$ 250.00	0.00	31.50	31.50	\$ 7,875.00	\$ 7,875.00
19	Pipe, Circular, 18"	LF	\$ 72.00	19.00	32.00	51.00	\$ 2,304.00	\$ 3,672.00
22	Rip-Rap Revetment	TON	\$ 150.00	6.00	9.06	15.06	\$ 1,359.00	\$ 2,259.00
24	Restoration	LS	\$ 1,500.00	1.00	2.00	3.00	\$ 3,000.00	\$ 4,500.00
26	Flared End Section w/ Grate, 18"	EACH	\$ 1,300.00	0.00	1.00	1.00	\$ 1,300.00	\$ 1,300.00
27	Flared End Section w/ Grate, 18" at existing 20" DIP	EACH	\$ 919.50	0.00	1.00	1.00	\$ 919.50	\$ 919.50

**TOTAL:** \$ 8,657.65

Awarded Contract Value: \$ 71,138.68  
+ Previous Change Orders Value: \$ 13,200.00

= Contract Value Prior to this Change Order: \$ 84,338.68  
+ Change Order 2 Value: \$ 8,657.65

= Current Contract Value: \$ 92,996.33



October 13, 2020

Jill Murr  
Town of Cedar Lake  
7408 Constitution Ave.  
Cedar Lake, IN 46303

Subject: **Morse Street Corridor and Water Main Improvements  
Professional Engineering and Survey Services Proposal**

Dear Ms. Murr:

Christopher B. Burke Engineering, LLC (Burke) is pleased to present this proposal for professional engineering and surveying services related to the preparation of bid documents for the corridor and water main improvements. The following includes our understanding of the assignment, scope of services, and estimated fee in support of the project

### UNDERSTANDING OF THE ASSIGNMENT

The project consists of the design of a new sidewalk/pedestrian path along the east side of Morse Street from 133<sup>rd</sup> Place to 145<sup>th</sup> Avenue, a water main extension along the west side of Morse Street from 133<sup>rd</sup> Avenue to just south of 145<sup>th</sup> Avenue, a water main extension along 141<sup>st</sup> Avenue from Morse Street to the Town's corporate limits, and drainage improvements on Morse Street as part of the new sidewalk and curb design. Construction observation services are not included as part of this proposal.

### SCOPE OF SERVICES

**Task 1 – Topographic Survey:** Burke will subcontract DVG Team, Inc. to provide field and office support for the preparation of a topographic survey that shall serve as our basis for design. The topographic survey shall include the following:

- Survey limits including the right-of-way on Morse Street and 141<sup>st</sup> Avenue plus 25-feet outside of the right-of-way on both sides of the streets
- Usage of NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum
- Utility locates and field locations (horizontal locations only) of known buried/marked utilities; i.e. gas, electrical, telephone, and sewers
- Locations and identifications of above-ground structures; i.e. mailboxes, utility poles, fences, driveways, manhole locations with rim elevations, sidewalks
- Locations of landscape materials; i.e. bushes, trees (2-inch diameter and larger), flower beds, etc. Tree sizes (2-inch diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of the tree. Locations of landscape timbers, flagstone paths or walls, brick pavers, etc. shall be noted.

**Task 2 – Utility Coordination:** Burke will initiate correspondence with the known utilities within the project limits after the topographic survey is complete. Information received from the utilities will be added to the base survey file. As the design progresses, Burke will identify the utility or utilities that conflict with the proposed design and contact the specific utility to initiate a relocation plan. Burke will document our utility coordination information and confirm relocation schedules with each utility.

**Task 3 – Design and Bid Documents:** Burke will design the pedestrian corridor on Morse Street from 133<sup>rd</sup> Place to 145<sup>th</sup> Avenue in compliance with ADA and Town requirements. We will design the necessary drainage improvements on Morse Street as part of the sidewalk and curb design and will design the water main extension on Morse Street between 133<sup>rd</sup> Place and 145<sup>th</sup> Avenue and on 141<sup>st</sup> Ave between Morse Street and the Town corporate limits in compliance with Town and 10 State Standards. Design plans will be developed with Microstation CAD software and will use Town and INDOT standard drawings and specifications, where practical. Burke will complete final bid documents including engineering plans and specifications for construction for the improvements. Burke will modify the Town's front end specifications and develop specific technical specifications.

**Task 4 – Permitting:** Burke will prepare and submit the Rule 5 Permit application to the Lake County Soil Water Conservation District for review. After approval, the notice of intent will be forwarded to the Indiana Department of Environmental Management. Burke, with assistance from the Town's water department, will prepare and submit the notice of intent to construct a water main extension to IDEM as required by 327 IAC 8-3.5-4.

**Task 5 – Bidding Services:** Burke will attend and provide the necessary support for a pre-bid meeting. Burke will assist in addressing contractor questions and issuing necessary addenda. Following bid opening, Burke will compile certified bid tabulation sheets and assist Town staff in analyzing the bids provided. It is assumed that Town staff or representatives will assist in coordination of notice to bidders, sales and distribution of plans and completion of the bid openings, as needed.

**Task 6 – Meetings:** It is anticipated that meetings will be necessary with the Town and Burke to review project status and design elements prior to and during the design. We have anticipated a total of two design progress meetings with two engineers. Included in this task are meeting preparation, meeting attendance, and the completion of meeting minutes. Additional meetings will be billed on standard Town rates.

#### **ESTIMATED FEE**

We have estimated the total fee for completing this project shall not exceed **\$167,500**, broken down by task as follows:

Task	Task Name	Fee
Task 1	Topographic Survey	\$38,700
Task 2	Utility Coordination	\$3,900
Task 3	Design & Bid Documents	\$109,600
Task 4	Permitting	\$7,900
Task 5	Bidding Services	\$4,000
Task 6	Meetings	\$2,400
	Direct Costs	\$1,000
<b>TOTAL COST</b>		<b>\$167,500</b>

We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services. Direct costs for blueprints, photocopying, mailing, mileage, Rule 5 permit/publication fess, overnight delivery, messenger service, and report compilation are included in the estimated fee.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It

should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by CBBEL will make null and void this agreement. Any time commitment made by CBBEL as part of the agreement does not begin until CBBEL has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me at 317.266.8000 or Don Oliphant, PE at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE  
Managing Vice President

**THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE TOWN OF CEDAR LAKE:**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures:                      Schedule of Charges for Professional Services  
    General Terms and Conditions



<u>Personnel</u>	<u>(\$/Hr)</u>
Principal.....	135
Engineer VI.....	119
Engineer V.....	110
Engineer IV.....	101
Engineer III.....	96
Engineer I/II.....	83
Survey V.....	115
Survey IV.....	96
Survey III.....	79
Survey II.....	63
Survey I.....	63
Resource Planner V.....	95
Resource Planner IV.....	90
Resource Planner III.....	85
Resource Planner I/II.....	80
Engineering Technician IV.....	83
Engineering Technician III.....	83
Engineering Technician I/II.....	79
CAD Manager.....	77
Assistant CAD Manager.....	72
CAD II.....	72
GIS Specialist III.....	72
GIS Specialist I/II.....	63
Landscape Architect.....	90
Environmental Resource Specialist V.....	96
Environmental Resource Specialist IV.....	96
Environmental Resource Specialist III.....	83
Environmental Resource Specialist I/II.....	79
Environmental Resource Technician.....	76
Administrative.....	50

Above are the hourly billing rates, which are 10% less than the INDOT LPA/Consultant Contract (DES#0200739) and same as the 2019 master agreement.

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage, Permit Fees..... Cost

*\*Charges include overhead and profit*



1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. 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.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer

shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no 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. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA



# PERMITS NEW & ALTERATIONS

## January-September 2020

MONTH	NEW	RES. VALUE/COMM. VALUE	ALT.	VALUE	Occupancy
January	7*	\$1,091,595	31	\$454,313	24
February	9	\$1,351,076	33	\$389,522	17
March	33*	\$7,698,207	26	\$536,069	10
April	12	\$2,805,220	27	\$475,162	16
May	27*	\$5,525,336	62	\$719,873	15
Jun	18	\$6,477,014	73	\$578,378	15
July	19	\$4,100,890	64	\$624,062	20
August	32*/1	\$7,020,274/\$1,900,000 Summer Winds Comm.	65	\$722,675	21
September	39**	\$8,735,940	52	\$741,330	14
<b>Total</b>	<b>196/1</b>	<b>\$44,805,552/\$1,900,000</b>	<b>433</b>	<b>\$5,241,384</b>	<b>152</b>