

Town of Whitestown Uniform Contract for Services

American Structurepoint, Inc.

Service Provider

Professional Engineering Services

Type of Service

This Uniform Contract for Services (hereinafter referred to as "Agreement"), entered into by and between the Town of Whitestown, Indiana and/or Whitestown Municipal Utilities, (hereinafter referred to as "Whitestown"), and American Structurepoint, Inc. (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants and other good and valuable consideration, the adequacy of which is mutually acknowledged, the parties agree as follows:

SECTION I. DUTIES OF CONTRACTOR.

- 1.01 The Contractor shall provide the services as set forth or described in *Attachment A*, attached to and made a part of this Agreement. The Contractor agrees that the services shall be consistent with generally accepted commercial standards in the relevant trades or professions. To the extent *Attachment A* purports to incorporate contractual terms of service, any such terms are voidable at the option of Whitestown.

SECTION II. TERM.

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and Whitestown has paid Contractor for applicable services, unless earlier terminated in accordance with this Agreement.
- 2.02 This Agreement may be renewed beyond the expiration by agreement of parties. The term of the renewal shall not be longer than the term of the original Agreement. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Whitestown and Contractor and attached hereto as an amendment, and following approval of such amendment by the Whitestown Town Council.

SECTION III. COMPENSATION OF THE CONTRACTOR.

- 3.01 The Contractor shall furnish all labor, materials, supplies, and services in accordance with the conditions of this Agreement necessary to complete the services as defined in *Attachment A*.
- 3.02 Payment will be for the amount set forth in *Attachment A*. No payments will be provided prior to commencement of services, absent a performance bond from Contractor adequate to cover the cost of completing such services.
- 3.03 Contractor shall submit a properly itemized invoice referencing services performed and/or applicable expenses incurred under this Agreement. Contractor shall cooperate with and provide any other necessary information to Whitestown. Whitestown will pay Contractor within ninety (90) days after receipt of such properly itemized and legitimate claim forms under agreed schedules, and following approval of such claim(s) by the Whitestown Town Council as provided by law. All payments are further subject to appropriations as required by applicable law.

SECTION IV. GENERAL PROVISIONS.

- 4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Whitestown. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not

insured in any manner by Whitestown for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Whitestown in any way.

- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any responsibility to perform services to be performed pursuant to this Agreement without prior written approval of the Town Manager of Whitestown or his/her designee. In the event that Whitestown approves of any such subcontracting, assignment or delegation, Contractor shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Whitestown shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement. Contractor shall be responsible for a background, criminal history, and e-verify check on any additional person involved in performing services pursuant to this Agreement, and the Contractor and any additional persons shall have the duty to report an arrest or the filing of criminal charges against them in writing to the Town Manager of Whitestown.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to Whitestown, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of Whitestown, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- 4.04 Confidentiality of Whitestown Information. Contractor understands that the information provided to it or obtained from Whitestown during the performance of its services may be confidential and may not, without prior written consent of Whitestown, be disclosed to a person not in Whitestown's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Whitestown. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice to Whitestown prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, Whitestown that is required to be kept confidential by Whitestown pursuant to Indiana law, except as contemplated by this section, clause (d).
- 4.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by Whitestown or any other authorized representative of Whitestown. Copies thereof, if requested, shall be furnished at no cost to Whitestown.
- 4.06 Ownership of Documents and Materials. All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to Whitestown and all such matters will be the property of Whitestown. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Whitestown, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by Whitestown and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor

during the term of this Agreement shall be available to Whitestown. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

In the event the Whitestown subsequently uses the documents or materials without retaining the services of Contractor, Whitestown releases the Contractor only from claims and causes of action arising from such subsequent use, but not under the services of this Agreement. Whitestown, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor from claims and causes of action asserted by any third person or entity to the extent such arises from the Whitestown's subsequent use of the documents or materials under this Section.

Notwithstanding the foregoing, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

4.07 Termination for Cause or Convenience.

4.07.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Whitestown may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given, except in the case of emergencies, (a) not less than ten (10) calendar days' notice of Whitestown's intent to terminate, and (b) an opportunity for consultation with Whitestown prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Whitestown to be incurred by reason of Contractor's default.

4.07.2 This Agreement may be terminated in whole or in part in writing by Whitestown for Whitestown's convenience; provided that Contractor is given (a) not less than thirty (30) calendar days' notice of intent to terminate and (b) an opportunity for consultation with Whitestown prior to termination. If Whitestown effects termination for convenience, Contractor's compensation shall be equitably adjusted.

4.07.3 Upon receipt of a termination action for default or for Whitestown's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to Whitestown all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

4.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Whitestown. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.07.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

4.08 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement and pursuant to Indiana law, if funds for the continued fulfillment of this Agreement by Whitestown are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Whitestown shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.09 Remedies. Following the occurrence of any default, breach, or other failure to perform requisite services, or an act of negligence or misconduct causing damage to Whitestown, by contractor or any of its employees, agents, or subcontractors, Whitestown shall have every remedy now or hereafter existing at law

or in equity or by statute or otherwise which may be available to Whitestown. This provision shall survive any termination of this Agreement.

- 4.10 Indemnification. Contractor agrees to indemnify, defend (except in the case of a professional liability claim to the extent prohibited by I.C. § 26-2-5-4), and hold harmless Whitestown and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent act or omission, error or omission of, or by any recklessness or misconduct by, Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. Whitestown will not provide such indemnification to the Contractor. This provision shall survive any termination of this Agreement.

- 4.11 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
Attn: Willis R. Conner

To Whitestown:

Town of Whitestown
 Whitestown Municipal Complex
 6210 S 700 E
 Whitestown, IN 46075
 Attn: Town Manager

- 4.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Whitestown. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Whitestown may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by Whitestown or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against Whitestown for such costs. Whitestown may withhold payments on disputed items pending resolution of the dispute.
- 4.13 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 4.14 Conflict of Interest. Contractor certifies and warrants to Whitestown that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Whitestown.
- 4.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this 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 Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 4.16 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or 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 regulations

thereunder after execution of this Agreement shall be reviewed by Whitestown and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Whitestown. Suit, if any, shall be brought in the State of Indiana, County of Boone.

- 4.17 Waiver. Whitestown's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Whitestown's rights or remedies.
- 4.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 4.19 Attorneys' Fees. Contractor shall be liable to Whitestown for reasonable attorneys' fees incurred by Whitestown in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor from Contractor's breach of any provision of this Agreement, from Contractor's indemnity obligation, or from Contractor's failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- 4.20 Whitestown Officials. No official, director, officer, employee, or agent of Whitestown shall be charged personally by Contractor, its employees, or agents with any liabilities or expenses, or be held personally liable to Contractor under any term or provision or because of the execution of any agreement, or because of any default by Whitestown. This provision shall survive any termination of this Agreement.
- 4.21 Successors and Assigns. Whitestown and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of Whitestown. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Whitestown.
- 4.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, and has obtained all necessary or applicable approval from the offices of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by Whitestown.
- 4.23 E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

SECTION V. INTERPRETATION AND INTENT.

- 5.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Whitestown and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Whitestown or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Whitestown and Contractor, and following approval of such amended or modified terms by the Whitestown Town Council.
- 5.02 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Whitestown or Contractor, the document or

provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to Whitestown, shall govern.

- 5.03 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Whitestown solely by virtue of Whitestown or Whitestown's representatives having drafted all or any portion of this Agreement.
- 5.04 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Town of Whitestown, Indiana and/or
Whitestown Municipal Utilities ("Whitestown")

("Contractor")

By: _____

Printed: _____

Title: _____

Date: _____

DocuSigned by:
Cash E. Canfield
F19A20CCE23A42D...
By: _____
Printed: **Cash E. Canfield**
Title: **Chief operating officer**
Date: **6/6/2023**

3010408



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

March 27, 2023

Mr. Danny Powers
Director of Public Works
Town of Whitestown
6210 Veterans Drive
Whitestown, Indiana 46075

Re: Transportation Capital Improvement Plan and Program (CIPP) and Economic Development Plan.

Dear Mr. Powers,

American Structurepoint, Inc. is pleased to submit this proposal for the development of a Transportation Capital Improvement Plan and Program (CIPP) and Economic Development Plan for the Town of Whitestown. The services will be performed as outlined below.

I. CAPITOL IMPROVEMENT PLAN AND PROGRAM (CIPP)

A. SERVICE DESCRIPTION

The Engineer shall develop a Town of Whitestown Transportation Capital Improvement Plan and Program (CIPP). This is a two-part process:

1. The Engineer shall work with Owner and identified stakeholders to develop a Transportation Capital Improvement Plan (the Plan) identifying and ranking improvement needs on Town infrastructure over the next 20 years.
 - a. Projects that accommodate all modes of transportation (motor vehicle, pedestrian, and bicycle) and improve public storm utilities shall be considered.
 - b. The Engineer shall assist Owner in establishing objective criteria to evaluate and score potential projects. Criteria may include safety, health, equity, connectivity, congestion relief, support of regional land-use goals, enhancing quality of life, and community support.

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2. The Engineer shall work with Owner and identified stakeholders to develop a Transportation Capital Improvement Program (the Program) assigning anticipated revenues to the highest priority projects for a five-year period.
 - a. The program should be reviewed and updated by the Owner annually for programming updates. The annual updates allow anticipated capital revenues to be adjusted to more current projections, and capital project expenditures are allocated appropriately.

The CIPP shall only include capital projects that will improve Owner's public infrastructure where either substantial reconstruction or new construction is required. Engineer shall incorporate additional projects as identified by Owner and agreed upon by both parties. At this time, maintenance projects are not included.

B. DATA COLLECTION AND EVALUATION

1. The Engineer shall work with Owner and key stakeholders to collect and evaluate all existing information necessary to conduct the CIPP. This includes transportation and pedestrian master plans, studies, etc.

C. IDENTIFY AND ASSIST IN DEVELOPING PROJECTS

1. The Engineer shall work with the Owner and key stakeholders to evaluate identified projects based on Owner's vision, goals, and common good of Owner.
2. The Engineer shall work with the Owner and key stakeholders to develop new potential projects based on the Owner's vision, goals, economic development potential, regional connectivity, safety concerns, quality of life, operational improvements, and pedestrian connectivity.
3. The Engineer shall provide a Preliminary Engineer's Opinion of Probable Cost for identified potential new projects.
4. The Engineer shall provide an overview exhibit showing potential new project locations on an aerial to assist in gaining support for new projects.

D. STAKEHOLDER COORDINATION

1. The Engineer shall coordinate individually with key stakeholders to establish the vision, goals, and objectives for Town of Whitestown's transportation network. Assume 15 (fifteen) individual stakeholder meetings agreed upon by the Owner.
2. The Engineer shall record and distribute meeting minutes for all attended meetings.

E. ASSISTANCE IN IDENTIFYING FUNDING SOURCES

1. The Engineer shall assist Owner in identifying potential funding sources including but not limited to local, state, federal, and private funds.
2. The Engineer shall assist Owner in identifying the appropriate funds to pursue for the prioritized projects.

F. ASSISTANCE IN PRIORITIZING PROJECTS

1. The Engineer shall assist OWNER in prioritizing existing and potential projects based on vision, goals, funding sources, and common good of the community.

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G. IMPLEMENTATION STRATEGIES

1. The Engineer shall assist Owner in developing strategies to pursue prioritized projects from a funding, scheduling, and probability of delivery standpoint.

H. PROGRESS REPORTS

1. The Engineer shall provide monthly progress reports with updates in regard to the Plan's development.

I. DELIVERABLES

1. Five (5) bound hard copies of the Transportation Capital Improvement Plan and Program
2. One (1) electronic (PDF version) of the Transportation Capital Improvement Plan and Program

J. EXCLUDED SERVICES

1. Traffic engineering services, including traffic counting, modeling, and analysis
2. Road design services
3. Bridge design services
4. Environmental science services
5. Utility infrastructure design services
6. Public Information Meeting/Public Involvement

II. ECONOMIC DEVELOPMENT PLAN

A. Service Description

The Town of Whitestown, and its leadership, have already demonstrated great success and ability to attract businesses, residents, and employers to its development sites. Given Whitestown's location in the greater Indianapolis area and the amount of developable land available, the Town will continue to receive the development community's attention. Economic growth is an integral part of any community's future. It is essential to guide development to ensure that new developments meet the Town's needs to diversity and increase its tax base, contribute to its sense and quality of place, and is located in the right spot.

Multiple details must come together to ensure that a community pursues its economic development opportunities as efficiently as possible. Land use and incentives policies need to synchronize. Zoning regulations should make sense, be easy to interpret, and district designations should align with infrastructure assets, such as roads, water, sanitary, and natural gas locations.

This process will focus on working with Whitestown's leadership to determine the most appropriate data and areas of concentration to inform the full plan update. Our approach will focus on the locations in Town that are likely to develop in the next five to ten years and apply that knowledge to create a shared vision and priorities. Determining these desired outcomes will create a new Economic Development Strategic for the Town's leaders. At the same time, we will work to understand the detailed data needed to develop near-term strategic priorities, such as existing utilities sizes and capacities, zoning, tax base, appraised valuations, and incentive policies.

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This process will help provide a **Strategic Plan** that blends a wide array of values into a single blueprint for an organization's leaders, partners, and stakeholders.

B. Project Approach

1. Educate – A critical component in creating a plan is knowledge transfer. American Structurepoint will be EDUCATING its team by gathering and analyzing data, reviewing past planning efforts, and meeting with Whitestown staff and officials. Additionally, staff and other potential stakeholders will EDUCATE the project team. This includes:
 - a. Project kick-off meeting with the project management team.
 - b. Updated demographic, land-use build-out, recent business recruitment successes, review of incentive policies utilized local and state, applicable zoning and subdivision ordinances, and development trends. We will use this information to help inform the stakeholder meetings and facilitated discussions described in the explore section of this proposal.
 - c. Market research and data to help develop build-out scenarios and time frames.
 - d. Review potential scenarios and timelines for the physical build-out of development sites.
 - e. Review the status of all the action items in existing planning and strategy documents.
 - f. Focus group interviews with staff and potentially partner agencies, such as real estate developers, commercial and residential brokers, third-party utility providers, etc. Conversations will focus on topics pertinent to particular groups, including marketing efforts, permitting and approval processes, industry attraction focuses, recent infrastructure improvements' impact, surrounding community development, etc.
 - g. Shift-share, location quotient, retail, gap, and similar analysis to identify market strengths and weaknesses.
 - h. Develop an existing condition report that summarizes issues that key stakeholders find essential to the continued success of Whitestown.
 - i. Transportation assets and how they help with economic development efforts.
 - j. Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis to help frame discussions for the Explore section.
 - k. **Deliverables:**
 - i. **Existing conditions analysis**
 - ii. **Swot analysis**
 - iii. **Focus group summary**
2. Explore – American Structurepoint will use the knowledge gathered during the EDUCATION section to confirm or develop new mission statements, goals, and objectives. We will also review several land use development scenarios to gauge how new development will add tax base and revenues to the Town. This includes:

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- a. Specification of goals and objectives to provide a basis for prioritizing activities and measuring success.
 - b. Development scenarios. American Structurepoint will evaluate two to three preliminary future land use scenarios based on the market analysis, existing land uses, and infrastructure facilities.
 - i. We will incorporate any relevant recommendations from the Transportation CIPP projects, and any utility analysis already created to guide these scenarios
 - ii. Build-out maps will be rooted in the market data collected for this analysis and the input received from stakeholder interviews
 - c. Facilitated discussions with the Town's leadership and staff to understand how they view their role for the next five to ten years, to focus on staff's limited resources and the tools or policies needed to help the Town implement its vision
 - d. Strategy development outlines steps for moving policies and objectives toward inclusion in the strategic plan update
 - e. Address the impacts of COVID-19 on the commercial real estate market (in particular offices) and how that should be addressed
 - f. Zoning code audit to examine potential amendments to implement the goals
 - g. American Structurepoint will host a summary meeting to discuss and confirm the direction found through the process
 - h. **Deliverables:**
 - i. **Goals and objectives statements**
 - ii. **Final land use map scenarios and build-out scenario**
 - iii. **Zoning audit results based on desired future land uses and locations**
3. Empower – Our specialized approach to implementation is our Critical Path Strategies. Your economic development strategic land use plan from American Structurepoint will include a Critical Path Strategy matrix. This unique tool takes implementation a step further and will integrate and help expand on Transportation Capital Improvement Priority and Plans (CIPP). The Critical Path Strategies will become essential for achieving your plan's vision and goals. The Critical Path Strategies distinguish which actions in your plan should be initiated and completed first. Critical Path Strategies (CPS) will include, but are not limited to, recommendations regarding the following topic areas:
- a. Amendments to the Town's zoning ordinances.
 - b. Modifications or the creation of new incentive policies and/or districts.
 - c. Identification of future land uses for the properties in the defined focus areas:
 - i. Development of potential alternative land use options for key development sites whose future land use may not be defined by one specific land use type depending on future market conditions; and
 - ii. Phasing and logical starting locations.

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- d. Projected impacts and evaluation of infrastructure and future roadway systems, including incorporating the Transportation CIPP's recommendations, based on the likelihood and timing that focus area properties may develop.

- e. **Deliverables:**

- i. **Final plan summary and CPSs**
- ii. **Final land use map scenario and recommended modifications**
- iii. **Zoning audit results based on desired future land uses and locations**

C. Data Collection and Evaluation

American Structurepoint shall work with Whitestown officials and key stakeholders to collect and evaluate all current information necessary to perform the analysis. This includes a review of comprehensive transportation and pedestrian master plans, studies, relevant zoning ordinance provisions, etc.

D. Stakeholder Coordination

1. American Structurepoint shall meet regularly with key stakeholders, or an oversight committee as agreed upon during project kick-off activities. Assume a minimum of three oversight committee meetings to coordinate with all three phases of the study (Educate, Empower, and Explore).
2. American Structurepoint shall coordinate individually with key stakeholders to establish the properties' vision, goals, and objectives. Assume 10 (ten) individual/group stakeholder meetings agreed upon by the Whitestown.
3. American Structurepoint shall record and distribute meeting summaries for all attended meetings.

E. Progress Reports

American Structurepoint shall provide progress reports with updates in regard to the master plan development at the frequency agreed upon by Whitestown. Assume monthly progress reports.

F. Deliverables

1. Five (5) bound hard copies of the Strategic Plan Update Guidance Summary document
2. One (1) electronic (PDF version) of the Strategic Plan Update Guidance Summary document

G. Excluded Services

1. Comprehensive traffic engineering services, including traffic counting/data collection, traffic modeling (including detailed trip generation, trip assignment, and trip distribution based on land-use information), and detailed traffic operations and capacity analysis
2. Traffic design services
3. Road design services

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4. Bridge design services
5. Environmental science services
6. Hydraulic analysis and design services
7. Funding application preparation
8. Bidding or Permitting
9. Architectural or engineered drawings will be provided for proposed amenities. All drawings are to be conceptual in nature and shall be provided by the architect.

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The Owner shall furnish the Engineer with the following:

- A. Criteria for design and details for signs, signals, lighting, roundabouts, highway, structures, etc.
- B. Specifications and standard drawings applicable for potential projects
- C. Environmental studies, analysis, red flags
- D. Traffic studies, data, and analysis
- E. Available data from the transportation planning process
- F. Available stormwater studies and analysis
- G. Available studies and master plan documents
- H. Utility plans available to the Owner covering utility facilities and underground conduits within or adjacent to the County
- I. Guarantee of access to enter upon public and private lands as required for the Engineer to perform services under this Agreement
- J. All legal services as may be required for development of the project
- K. An Owner representative with decision-making authority for inquiries

SCHEDULE

All services by the Engineer under this Agreement will be completed and delivered to the Owner for review and approval, if required, within the following time periods, exclusive of the Owner's review time.

- A. Town of Whitestown Transportation Capital Improvement Plan and Program complete within 210 calendar days after receipt of notice to proceed from the Owner.
 1. Approximately 60 calendar days to collect and review existing studies, data, analysis, etc.
 2. Approximately 120 calendar days to meet with Stakeholders and complete Preliminary Town of Whitestown Transportation Capital Improvement Plan and Program.
 3. Approximately 30 calendar days to complete the Final Town of Whitestown Transportation Capital Improvement Plan and Program following receipt of review complete by Owner.
- B. Town of Whitestown Economic Development Plan complete within approximately 240 calendar days after receipt of notice to proceed from the Owner.

Mr. Danny Powers

March 27, 2023

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COMPENSATION

A. Amount of Payment

1. The Engineer shall receive as payment for the services performed under this Agreement a total fee of **\$127,000** unless a modification of the Agreement is approved in writing by the Owner.
2. The Engineer will be paid lump-sum fees as shown below for the following services performed under this Agreement :

A. Town of Whitestown Capital Improvement Plan and Program \$86,000

B. Town of Whitestown Economic Development Plan \$41,000

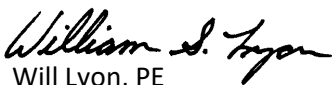
3. The Engineer shall not be paid for any service performed by the Owner or services not required to develop this project. If notice to proceed with any portion of the work is not given prior to 2 years from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the Owner and the Engineer.

B. Method of Payment

1. The Engineer may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher will be submitted to the Owner. The invoice voucher will represent the value, to the Owner, of the partially completed work as of the date of the invoice voucher. The Engineer shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed, and prior payments in a form acceptable to the Owner.

Thank you for this opportunity and we look forward to working with the Town of Whitestown on this project. If you should have any questions, please do not hesitate to contact me at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.


Will Lyon, PE
Vice President

WTL: pmm

Attachments