
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is hereby made and entered into by and between the Town of Whitestown, Indiana, by and through its Town Council (hereinafter "TOWN"), and _____ (hereinafter "Professional").

RECITALS

WHEREAS the Town owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, TOWN needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to TOWN the professional services (“Services”) referenced herein; and

WHEREAS, TOWN desires to engage Professional as an independent contractor for the purpose of providing to TOWN the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, TOWN and Professional mutually agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2. SCOPE OF SERVICES

- 2.1 TOWN desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference.
- 2.2 Professional understands and agrees that TOWN may, from time to time, request Professional to provide additional or modified Services to TOWN. When TOWN desires additional Services from Professional, the TOWN shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after TOWN has approved Professional’s time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to TOWN. A copy of the TOWN’s authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by TOWN.
- 2.3 Time is of the essence of this Agreement.

SECTION 3. TOWN RESPONSIBILITIES

- 3.1 TOWN shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 TOWN shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. TOWN shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 TOWN shall designate payment of the Services from appropriate TOWN budget appropriation funds.
- 3.5 TOWN shall designate its Town Council President or his duly authorized representative to act on TOWN's behalf on all matters regarding the Services.

SECTION 4. PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with TOWN its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5. COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to TOWN hereunder shall be no more than _____ Dollars (\$_____) (the "Estimate"). Professional shall submit an invoice to TOWN no more than once every thirty (30) days for Services provided TOWN during the time period encompassed by such invoice. Invoices shall be submitted on a form containing the same information as that contained on the Professional Services Invoice attached hereto as Exhibit B, incorporated herein by this reference. TOWN shall pay Professional for all undisputed Services rendered and stated on such invoice within sixty (60) days from the date of TOWN's receipt of same. Town shall not be subject to any late fees, service charges, or interest if payment is not made within sixty (60) days.
- 5.2 Professional agrees not to provide any Services to TOWN that would cause the total cost of same to exceed the Estimate, without TOWN's prior written consent.

SECTION 6. **TERM**

Unless otherwise terminated in accordance with the termination provisions set forth herein, this Agreement shall be in effect from the Effective Date until the Services are completed in full in accordance with this Agreement, unless otherwise agreed by the parties hereto.

SECTION 7. **MISCELLANEOUS**

7.1 Termination.

7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by TOWN or Professional, without cause, upon thirty (30) days' notice.

7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by TOWN, for cause, immediately upon Professional's receipt of TOWN's "Notice To Cease Services."

7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect.

TOWN and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries.

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship.

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are TOWN employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies TOWN for and from any and all costs, fees, expenses and/or damages incurred by TOWN as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance.

Professional shall procure and maintain with an insurer licensed to do business in the State of Indiana such insurance as is necessary for the protection of TOWN and Professional from all claims under workers' compensation, occupational disease and/or unemployment compensation acts, because of errors and omissions, because of bodily injury, including, but not limited to, the personal injury, sickness, disease, or death of any of Professional's employees, agents or contractors and/or because of any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth on attached Exhibit C. Such insurance policies shall not be canceled without thirty (30) days' prior written notice to TOWN.

7.6 Liens.

Professional shall not cause or permit the filing of any lien on any of TOWN's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, TOWN shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default.

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from TOWN specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, TOWN shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance.

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless TOWN from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification.

7.9.1 Professional shall indemnify and hold harmless TOWN and its officers, officials, attorneys, and employees and agents from all losses, liabilities, claims, judgements and liens, including but not limited to all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.9.2 Any obligation TOWN has to indemnify Professional shall be limited by state and federal statutes and constitutional provisions designed to protect the exposure and liability of TOWN as an instrumentality of the State of Indiana or otherwise (e.g., actions and conditions as to which TOWN is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the Eleventh Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant), so that TOWN's liability to indemnify, defend, and hold harmless hereunder shall not in any case exceed what might have been its liability to a claimant had TOWN been sued directly by the claimant in Indiana and all appropriate defenses had been raised by TOWN, and provided further, in no event shall TOWN's obligation to indemnify hereunder exceed the value of the consideration paid by TOWN under this Agreement.

7.10 Discrimination Prohibition.

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, herein referred to as Exhibit D, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. This Addendum incorporates by reference, and in its entirety, attached Exhibit D. In support of the Affidavit, Professional shall provide the Town with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the Town's authorized representative.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the Town within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the Town has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

7.12 Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice.

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

TOWN:

If to TOWN: TOWN OF WHITESTOWN
_____ Department
6210 Veterans Drive
Whitestown, Indiana 46075
Attn: _____

Katie Barr, Town Manager
*kbarr@whitestown.in.gov

AND

Ashley Ulbricht
Taft Law
One Indiana Square
Suite 3500
Indianapolis, IN 46204
aulbricht@taftlaw.com

PROFESSIONAL:

Notwithstanding the above, TOWN may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date.

The effective date (“Effective Date”) of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the Town of Whitestown, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Boone County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

7.16 Waiver.

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment.

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without TOWN's prior written consent.

7.18 Entire Agreement.

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties.

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings.

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.21 Advice of Counsel.

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

7.22 Copyright.

TOWN acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. TOWN agrees that all ownership rights and copyrights thereto lie with Professional, and TOWN will use them solely for and on behalf of its own operations. TOWN agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel.

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with TOWN. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this agreement. TOWN shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within TOWN's organization.

7.26 Debarment And Suspension

7.26.1 The Professional certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

7.26.2 The Professional certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Professional shall immediately notify the TOWN if any subcontractor becomes debarred or suspended, and shall, at the TOWN's request, take all steps required by the TOWN to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the Town, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 Iran Certification.

Pursuant to I.C. § 5-22-16.5, the Consultant shall certify that, in signing this document, it does not engage in investment activities within the Country of Iran.

7.29 Job Site Safety.

Neither the professional activities or the Professional, nor the presence of the Professional or its employees and subconsultants at a construction/project site, shall relieve the general contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Professional and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

7.30 Non-Appropriation Clause.

The parties acknowledge that TOWN is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during any term of this Agreement, the fiscal body of TOWN should fail to appropriate sufficient funds to continue this Agreement, this Agreement shall become null and void. In the event of non-appropriation of funds, TOWN will give notice to Professional immediately of such failure and shall pay Professional for all Services provided prior to the exhaustion of the appropriated funds. TOWN agrees to seek funding for the continuation of this Agreement during each budget cycle during any term of this Agreement.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

BY:

Jon Clodfelter

Keith Bryant

Authorized Signature

Printed Name: _____ Jon Clodfelter

Keith Bryant

Title: _____ Vice President

Sr. Vice President

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: August 19, 2025

APPROVED by the Town Council of the Town of Whitestown, Indiana, this ____ day of _____, _____, by a vote of ____ in favor and ____ against.

THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA

Dan Patterson, President

Eric Nichols, Vice President

Cheryl Hancock

Tobe Thomas

Courtenay Smock

ATTEST:

Matt Sumner, Clerk-Treasurer



August 18, 2025

Mr. Sri Venugopalan, PE
Town Engineer
Town of Whitestown
6210 Veterans Drive
Whitestown, IN 46075

RE: Professional Services Agreement
Project Development Services – Preliminary Roundabout Design at CR 650E & CR 200S

Dear Mr. Venugopalan:

We are transmitting our Professional Services Agreement for the referenced project. The scope and fees are based on an in-person meeting held on May 23, 2025 and additional email and phone correspondence dated June 5, 2025, June 24, 2025, and July 30, 2025. The scope and fees correspond to a preliminary roadway and roundabout design (50%) for the intersection of CR 650E and CR 200S. The preliminary design will be used to set the preliminary right-of-way, identify impacts, and provide a preliminary construction cost estimate. The following items are provided as PDF's for your review and approval.

1. Project Exhibit
2. Summary of Professional Fees
3. Pertinent Correspondence
4. Professional Services Agreement

If desired, we can be available to attend the September 10, 2025 Town Council meeting to answer questions and support the approval of this Professional Services Agreement. Upon approval, please return an executed copy of the agreement to our office. We will begin work upon receipt of the executed agreement.

If you have any questions or comments, please contact me any time. My cell number is 317-339-7117

Sincerely,
UNITED CONSULTING *SEC*

Jeromy A. Richardson
Jeromy A. Richardson, P.E.
Vice President / Road Department Manager

enclosures

c: Chris Miller – Vice President/Sales Department Manager

ENGINEERING
ENVIRONMENTAL
INSPECTION
LAND SURVEYING
LAND ACQUISITION
PLANNING
WATER & WASTEWATER
SINCE 1965

OFFICERS
Steven W. Jones
Christopher J. Miller
Christopher R. Pope, PE
B. Keith Bryant, PE
Michael A. Rowe, PE
Jon E. Clodfelter, PE
Paul D. Glotzbach, PE
Jay N. Ridents, PE
Jeromy A. Richardson, PE

PROFESSIONAL STAFF
Andrew T. Wolka, PE
Devin L. Stettler, AICP
Michael S. Oliphant, AICP
Timothy J. Coomes, PLS
Steven R. Passey, PE
Brian J. Pierson, PE
Christopher L. Hammond, PE
Brian S. Frederick, PE
Christopher J. Dyer, PE
Heather E. Kilgour, PE
Adam J. Greulich, PLS
Caleb C. Ross, PE
Dann C. Barrett, PE
Scott G. Minnich, PE
Michael D. Farrell, CPA
Kelton S. Cunningham, PE
Braun S. Rodgers, PE
Chris J. Andrzejewski, PE
Eric S. Hamed, PE
Andrew J. Allison, PE
Abigail I. Godsey, PE
Gretchen A. Meyer, PE
Brian S. Haefliger, PE
Corbin A. Schwiebert, PE
Tim B. Leemhuis, PE
Kyle D. Kent, PE
Steven D. Zehr, PE
Elizabeth D. Magee, PE
John D. SanGiorgio, PE
Marcus A. Gahagen, PE
Mitchell D. Lankford, PE
Melissa A. Stone, PE
Tony Fadoul, PE
Scott M. Siple, PE
Davy O. Hemmings, PE

www.ucindy.com
(317) 895-2585
8440 Allison Pointe Blvd., Suite 200, Indianapolis, IN 46250

E 100 S

CR 650E & CR 200S Roundabout

EXHIBIT A

CR 200S and CR 650E RAB



S 400 E

500 E

S 875 E

E 300 S

E 300 S

ALLENS ACRE

E US Hwy 52

S Indianapolis Rd

Country Rd 550 S

White Lick Creek

65

Whitestown

Whitestown Pkwy

EAGLEWOOD ESTATES

Whitestown Pkwy

S Indianapolis Rd

65

865



Google Earth

Image © 2025 Airbus

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EXHIBIT A

Services by the PROFESSIONAL

The PROFESSIONAL shall provide the following services:

1. DESIGN SURVEY
 - a. The PROFESSIONAL shall provide the planimetric and topographical survey data for the Project. Work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Chapter 106, Aerial/Ground Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey manual, the order of precedence shall be:
 - i. I.C. 25-21.5,
 - ii. 865 I.A.C. 1-12, and
 - iii. Survey Manual
 - b. The deliverables for this task include the following:
 - i. Notice of Entry for Survey Letters
 - ii. Topographic Survey
 - iii. 3D T.I.N.
 - iv. Reference ties for control points and temporary benchmarks
 - v. Utility contact information
 - vi. Recorded Location Control Route Survey Plat
 - vii. Survey field book
 - c. The survey limits shall include the following:
 - i. CR 200S: Beginning 700 feet west of the centerline of CR 650E and extending 1,400 feet east to a point 700 feet east of the centerline of CR 650E. The reference alignment shall be based on the existing centerline. The coverage width shall be 80 feet left and right of the reference alignment.

- ii. CR 650E: Beginning 700 feet south of the centerline of CR200S and extending 1,400 feet north to a point 700 feet north of the centerline of CR200S. The reference alignment shall be established on the existing centerline. The coverage width shall be 80 feet left and right of the reference alignment.
- iii. Cross sections will be collected at 50-foot intervals.

2. TRAFFIC OPERATIONAL ANALYSIS

- a. The PROFESSIONAL shall conduct a non-complex traffic capacity and operational analysis for the intersection of CR 200S and CR 650E.
- b. The PROFESSIONAL shall complete trip generation calculations for up to two developments adjacent to the intersection. The generated trips shall be distributed to the local roadway network.
- c. The PROFESSIONAL shall complete traffic forecasting at the intersection to the 20-year horizon year. A growth rate shall be coordinated with the TOWN.
- d. The PROFESSIONAL shall conduct a capacity analysis for the following three scenarios at the study intersection:
 - i. Year 2025 Existing Traffic Volumes, AM & PM Peak Hours
 - ii. Year 2045 No Build (Background Growth Only) Traffic Volumes, AM & PM Peak Hours
 - iii. Year 2045 Full-Build (Background Growth + Site) Traffic Volumes, AM & PM Peak Hours
- e. The PROFESSIONAL shall perform the intersection capacity analysis using Synchro 12 for the 2025 Existing Year analysis and SIDRA 9 for all other analysis scenarios. The analysis shall be in accordance with INDOT's Intersection Traffic Analysis Procedure Manual, dated 2019. The future year traffic analysis shall be used to determine the number of circulating lanes and approach lanes required for the satisfactory operation of the proposed roundabout intersection. An approach Level of Service (LOS) D

or better shall be deemed satisfactory.

- f. The PROFESSIONAL shall provide a written memo summarizing the results of the analysis.

3. ROAD DESIGN AND PLANS

The TOWN desires to improve the intersection of CR 650E and CR 200S with a proposed roundabout to improve operation of the existing two-way stop-controlled intersection. The intersection is located approximately 4.2 miles north of the I-65 and Whitestown Parkway interchange and is in a developing area. Traffic volumes are expected to increase as development occurs. A single lane roundabout is anticipated.

- a. The PROFESSIONAL shall provide preliminary roundabout and roadway design and plan services for the improvement of the CR 200S and CR 650E intersection. The design shall be reflective of a Stage 2 (50%) plan set as outlined in Indiana Design Manual (IDM), Chapter 14, and shall include preliminary drainage design. The design shall be used to establish right-of-way needs at the intersection and to identify potential utility impacts.
- b. The design of roadway approaches shall be in accordance with the IDM Chapter 55 (Non-Freeway 3R) guidelines. The design of the roundabout shall be in accordance with the IDM Chapter 51 (Special Design Elements) guidelines. CR 650E is classified as a minor arterial with a posted speed of 40-mph. CR 200S is classified as a local roadway with a 40-mph posted speed limit.
- c. The intersection is located in an area of new development; therefore, future pedestrian facilities may be planned for the area; therefore, pedestrian crossings shall be included in all quadrants of the roundabout.
- d. The PROFESSIONAL shall complete a preliminary hydraulic design of the storm sewer system and side ditches. Hydraulics calculations shall be prepared and saved in the project file.

- e. The PROFESSIONAL shall prepare preliminary plans and preliminary opinions of probable construction cost, which shall be in accordance with the accepted standards for such work and in accordance with the requirements of the TOWN and the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Design Manual, and Road, Bridge and Traffic memoranda, except as modified by supplemental specifications and special provisions.
 - f. The PROFESSIONAL shall prepare and submit Preliminary Plans (50%) and Specifications to the TOWN for review and approval.
4. DETENTION DESIGN AND PLANS
- a. The PROFESSIONAL shall complete hydrologic and hydraulic design and preliminary (50%) construction plans for in-line detention for up to a single outfall in accordance with the requirements of the TOWN and the Indiana Design Manual, Part 2 – Hydrology and Hydraulics.
5. LIGHTING DESIGN AND PLANS
- a. The PROFESSIONAL shall perform preliminary (50%) conventional LED roadway lighting design and plans for the intersection of CR 650E and CR 200S. Design criteria for roadways shall be in accordance with the requirements of the TOWN and Chapter 22 of the IESNA Lighting Handbook, Indiana Design Manual (IDM) Chapter 502, and the AASHTO Roadway Lighting Design Guide. A photometric design, voltage drop calculations, and lighting service point coordination shall be provided.
6. UTILITY COORDINATION
- a. The PROFESSIONAL shall coordinate with the estimated ten utility companies

with eleven utility lines located within or adjacent to the right-of-way in accordance with 105 IAC 13 and the Indiana Design Manual. The utility coordination limits will be determined by the construction limits of the project. The coordination shall include an initial notice of the project and verification of existing facilities for each utility in the project limits. Conflict analysis coordination shall occur to determine impacts to utilities due to the proposed intersection design. A work plan request letter will be sent to utilities to determine anticipated relocations for each impacted utility. Up to nine utility relocations are anticipated for this project.

Services by TOWN

The TOWN shall furnish the PROFESSIONAL with the following:

1. Assist the PROFESSIONAL in obtaining property owner information, deeds, and plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Agreement.
2. Information regarding new developments adjacent to the intersection, including but not limited to preliminary site plans, anticipated traffic generated, number of access points, development timeline, etc.
3. Peak Hour (AM and PM) turning movement traffic counts with classifications for the intersection of CR 650E and CR 200S.
4. Guarantee access to enter upon public and private lands as required for the PROFESSIONAL to perform work under this Agreement.
5. Contact information for utility representatives with whom the project has previously been discussed and/or coordinated.

Schedule

All work by the PROFESSIONAL under this Agreement shall be completed and delivered to the TOWN for review and approval within the following time periods. Variations from this schedule may be agreed upon by the PROFESSIONAL and the TOWN.

1. The Preliminary Design and Plans shall be completed within 224 calendar days after

receipt of written notice to proceed, receipt of intersection traffic data, and receipt of information regarding adjacent developments.

Compensation

1. Amount of Payment

a. The PROFESSIONAL shall receive as payment for the work performed under this Agreement the total fee not to exceed \$182,500.00 unless a modification of the Agreement is approved in writing by the TOWN. Payment to the PROFESSIONAL for services provided shall be in accordance with the schedule below.

b. The PROFESSIONAL shall be paid for work performed under this Agreement on a lump sum basis in accordance with the following schedule:

i. Design Survey	\$ 25,000.00
ii. Traffic Operational Analysis	\$ 9,700.00
iii. Road Design and Plans	\$ 98,100.00
iv. Detention Design and Plans	\$ 13,500.00
v. Lighting Design and Plans	\$ 6,800.00
vi. Utility Coordination	\$ 29,400.00

2. Method of Payment

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

b. The TOWN, for and in consideration of the rendering of the services provided for in Appendix "A", agrees to pay the PROFESSIONAL for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the TOWN.

EXHIBIT B
Invoice

Date: _____

Name of Company: _____

Address & Zip: _____

Telephone No.: _____

Fax No.: _____

Project Name: _____

Invoice No. _____

Purchase Order No: _____

Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Goods	Services	Total
			Cost Per Item	Hourly Rate/Hours Worked	
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C INSURANCE COVERAGES

Property Damage, Contractual Liability, Products-Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$500,000
Products/Completed Operations:	\$500,000

Personal & Advertising Injury:

Policy Limit:	\$5,000,000
Each Occurrence Limit:	\$700,000
Fire Damage (any one fire):	\$700,000

Comprehensive Auto Liability (owned, hired, and non-owned):

Policy Limit:	\$5,000,000
Bodily Single Limit:	\$700,000 each accident
Injury and property damage:	\$700,000 each accident

Worker's Compensation and Disability	Statutory Minimum
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker Professional Insurance PO Box 55 Carmel IN 46082		CONTACT NAME: Kristen Walker, CIC PHONE (A/C, No, Ext): (317)759-9321 E-MAIL ADDRESS: Certificate@WalkerProfessional.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Co. Ltd	NAIC # 11000
		INSURER B: Hartford Accident & Indemnity Co	22357
		INSURER C: Multiple Harford Companies by state	00914
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED United Consulting Engineers, Inc. 8440 Allison Pointe Blvd Ste 200 Indianapolis IN 46250			

COVERAGES

CERTIFICATE NUMBER: CL24102344674

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			36SBWUI8421	11/01/2024	11/01/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			36UEGAE5702	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			36SBWUI8421	11/01/2024	11/01/2025	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			36WEGCB8685	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where allowable by law: General Liability, Automobile and Umbrella liability provides for additional insured when agreed by written contract or agreement. General Liability, Automobile and Umbrella liability are provided on a primary, non-contributory basis when agreed by written contract or agreement. General Liability, Automobile and Workers Compensation include blanket waiver of subrogation when agreed by written contract or agreement. Umbrella is follow form per the terms of the policy. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Whitestown Municipal Complex 6210 Veterans Drive Whitestown IN 46075	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797 License#: BR-1418528 UNITCON-02	CONTACT NAME: PHONE (A/C. No. Ext): 800-767-7837 FAX (A/C. No): 516-487-0372 E-MAIL ADDRESS: request@sterlingrisk.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED United Consulting Engineers, Inc. 8440 Allison Pointe Blvd Suite 200 Indianapolis IN 46250	INSURER A: SiriusPoint Specialty Insurance Corporation 16820	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2049841956

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PROVAE000015600	10/1/2024	10/1/2025	\$3,000,000 \$5,000,000 Limit each claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies where required by previously written agreement.

CERTIFICATE HOLDER**CANCELLATION**

Whitestown Municipal complex 6210 Veterans Drive Whitestown IN 46075	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EXHIBIT D

AFFIDAVIT OF

_____, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by _____ (the "Employer") in the position of the _____.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the Town of Whitestown, Indiana.
5. The Company does not knowingly employ any unauthorized aliens and/or undocumented persons.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 19th day of August, 2025.

Printed: _____

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Keith Bryant

Printed: Keith Bryant