



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
Citizens Square Suite 410 · 200 East Berry Street · Fort Wayne, IN 46802
Phone: 260.449.7555 FAX: 260.449.7568

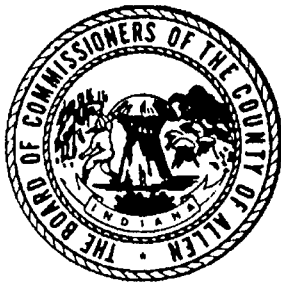
LINDA K. BLOOM THERESE M. BROWN NELSON PETERS

AGENDA

Commissioners' Legislative Session
10:00 AM Friday, August 11, 2017
Council Chambers Courtroom – Citizens Square

1. Consider approval of the minutes of August 4, 2017.
2. Consider approval of Professional Services Agreement with Market and Capitol Advocacy, LLC for Legislative Counsel and Lobbying Services.
3. Consider approval of Change Order #25 for Lafayette Center Rd/CR 900 N, Project #1200213. In the amount of \$5,859.00 (Increase).
4. Consider approval of Change Order #12 for Gump Rd from SR 3 to Coldwater Rd, Project #03-296. In the amount of \$23,215.11 (Increase). DEFERRED
5. Consider approval of Change Order #1 and Final for Bid Ref #11-16, HMA Resurface Homestead Rd from Fort Wayne City Limits to Aboite Center Rd, Project #0701116. In the amount of \$1,021.91 (Increase).
6. Consider approval of Project Acceptance for Bid Ref #11-16, HMA Resurface Homestead Rd from Fort Wayne City Limits to Aboite Center Rd, Project #0701116. Final contract amount \$327,454.91
7. Consider approval of memorandum of understanding between the Board of Commissioners and Shepherds House for use of community corrections work crew.
8. Consider approval of addition to the Allen County Code Title 12 (Financial) – Article 222 (Great Lakes Restoration Initiative Fund).
9. Consider approval of claims submitted for payment.
10. Other Business:
Approval to Post Stop Sign – West Hamilton Place at Beeson Cove
11. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of August 11, 2017.
12. Comments from the Public
13. Motion to Adjourn.

Allen County does not discriminate because of disability in the admission to, or treatment or employment in, its programs or activities. The Human Resources Director has been designated to coordinate compliance with nondiscrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided therein, and Allen County's ADA policy is available from the ADA Coordinator. Suggestions on how the County can better meet the needs of persons with disabilities may be submitted to the ADA coordinator at: Human Resources Department, 200 East Berry Street, Suite 380, Fort Wayne, IN 46802, or by phone at (260) 449-7217.



THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

Citizens Square · 200 East Berry Street Suite 410 · Fort Wayne, IN 46802
Phone: 260.449.7555 · Fax: 260.449.7568 · Email: commissioner@allencounty.us

Linda K. Bloom Therese M. Brown Nelson Peters

August 11, 2017 Legislative Session Sign-in Sheet

NAME (Please Print)

REPRESENTING

Bill HARTMAN

Highway

Beth Lock

COMMISSIONERS



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

Citizens Square Building Suite 410 · 200 E. Berry Street · Fort Wayne, IN 46802

Phone: 260.449.7555 FAX: 260.449.7568

NELSON PETERS LINDA K. BLOOM THERESE BROWN

MINUTES

Commissioners' Legislative Session
10:00 a.m., Friday, August 4, 2017
Council Chambers Courtroom – Citizens Square

Commissioners Present: Therese Brown, Linda Bloom and Nelson Peters

Others Present:	Chris Cloud	Commissioners Office
	Mike Green	Commissioners Office
	Jenni Overman	Commissioners Office
	Bill Fishering	Attorney
	Andrew Applegate	Commissioners Office
	Larry Weber	AC Surveyor Office
	Michelle Wood	DPS
	Ray Prior	Vacation Petition
	Bill Hartman	Highway Director
	Rosa S Rodriguez	Journal Gazette

Commissioner Brown called the meeting to order at 10:07 AM. Commissioner Brown led the meeting with the Pledge of Allegiance and a moment of silence.

1. **Consider approval of the minutes of July 28, 2017.** Commissioner Peters made a motion to approve the minutes of July 28, 2017. Commissioner Bloom seconded the motion. Motion carried 3-0.
2. **Consider approval of agreement between the Board of Commissioners and Hayburners LLC for engineering services on behalf of the Allen County Surveyor.** Commissioner Brown stated this particular contract covers the services for functions that the Surveyor performs relative to Plan Commission and new development and things of that level. It doesn't cross over to the Drainage Board which is a separate contract. Attorney Fishering stated there will be a separate contract for drainage work on legal drains which is controlled by the Drainage Board not the Commissioners. Commissioner Bloom made a motion to accept the agreement between the Board of Commissioners and Hayburners LLC for engineering services on behalf of the Allen County Surveyor. Commissioner Peters seconded the motion. Motion carried 3-0.
3. **Consider approval of Vacation Petition – VALY-2017-0006 to vacate alley right-of-way in Glock & Rummel's Addition to Arcola, Indiana.** Commissioner Brown stated a public hearing is needed at the forefront of said so we are in beginning stages of a public hearing.

Michelle Wood, DPS, introduced Vacation Petition and then a public hearing was opened. She stated the applicant is Ray Prior and the request is to vacate alley right of way in Glock & Rummel's Addition to Arcola, Indiana as recorded in Book 8B – page 71. The alley proposed to be vacated lies on the west side of lot #1 and on the north sides of lots 1-11 of Glock & Rummel's said addition. It is approximately 0.3 acres and present zoning is R1 single family residential.

Public Hearing - Commissioner Brown asked if there was anyone present to speak in favor of this petition. Bill Hartman, Highway Director, stated this alley has been inspected by Tim Gaham, the highway north barn supervisor, and we find no problem with vacating this. It doesn't really serve any function for us as far as highway use. Commissioner Brown asked if there was even a utility easement. Bill Hartman stated not to his knowledge. Commissioner Brown asked if there was anyone else present who want to speak in favor of the petition or speak against the petition. Hearing none Commissioner

Peters made a motion to close the public hearing. Commissioner Bloom seconded the motion. Motion carried 3-0.

Michelle Wood, DPS, stated Mr. Hartman is correct that there are no alleys there now and as far as utilities, there are no utilities in the portion that they are proposing to vacate. At the very eastern end by E? Road United Telephone has a little transfer station. That portion will not be vacated because it does go directly to their building. Other than that, there is nothing in the alley and no one was opposed. There was one phone call and that neighbor was satisfied and there was no opposition at the other public hearing. Commissioner Peters made a motion to approve Vacation Petition – VALY-2017-0006 to vacate alley right-of-way in Glock & Rummel's Addition to Arcola, Indiana. Commissioner Bloom seconded the motion. Motion carried 3-0.

4. **Consider approval of License for Encroachment for blind ditch on Schwartz Rd.** Bill Hartman, Highway Director, stated we have a rather deep ditch along Schwartz Road (7918 Schwartz Rd.). The gentleman took out a right of way permit as well to put a 12 inch pipe along this property and also put in a swale to pick up the drainage and that's been approved as well. Commissioner Bloom made a motion to approve the License for Encroachment for blind ditch on Schwartz Rd. Commissioner Peters seconded the motion. Motion carried 3-0.
5. **Consider approval of Warranty Deeds and Quit Claim Deed for Ryan/Bruick from Dawkins Rd to US 24, Project # 1300313.**
 - a. **Parcel 1 – Buchan**
 - b. **Parcel 12 – Norfolk Southern Railway Company**
 - c. **Parcel 25 – OmniSource Corporation**

Bill Hartman, Highway Director, stated that out of 22 parcels there are 2 left to settle and then they will be ready to start advertising for the bid for this project. Commissioner Bloom made a motion to approve the Warranty Deeds and Quit Claim Deed for Ryan/Bruick from Dawkins Rd to US 24, Project # 1300313. Commissioner Peters seconded the motion. Motion carried 3-0.

6. **Consider approval of Supplemental Agreement # 8 between the Board of Commissioners and Beam, Longest & Neff, LLC., for additional Preliminary Engineering for Gump Rd, SR 3 to Coldwater Rd, Project # 03-296. In the amount of \$6,700.00.** Bill Hartman, Highway Director, stated this is for additional utility coordination. This is developing very fast as we try to construct the road. This is an 80/20 so Hometown's portion will be \$1,340. Commissioner Bloom made a motion to approve Supplemental Agreement # 8 between the Board of Commissioners and Beam, Longest & Neff, LLC., for additional Preliminary Engineering for Gump Rd, SR 3 to Coldwater Rd, Project # 03-296. In the amount of \$6,700.00. Commissioner Peters seconded the motion. Motion carried 3-0.
7. **Consider approval of amendment to Allen County Code Title 6 (Building Department) – Article 7 (Temporary Certificate of Occupancy for Sale of Fireworks).** Chris Cloud, Executive Assistant, stated that with the changeover to new Building Department Superintendent, ordinances have been reviewed with the County Attorney representing the building department and they realized that this ordinance needed to be retooled. The issue is not the sale of fireworks. The issue is temporary occupancy of any commercial space so it needed to be broadened to that. The only tweaks are to take out any reference simply to fireworks and to place in there the phrase commercial purposes instead. So if someone were to operate a temporary Christmas or Halloween store or whatever, the issue is just that the space meets the requirements that the State has for temporary occupancy of a commercial building. Commissioner Peters stated from what he understands is just consolidates Fireworks Certificate of Occupancy with all other COO. Commissioner Peters made a motion to approve amendment to Allen County Code Title 6 (Building Department) – Article 7 (Temporary Certificate of Occupancy for Sale of Fireworks). Commissioner Bloom seconded the motion. Motion carried 3-0.
8. **Consider approval of addition to the Allen County Code Title 1 (General Provisions) – Article 29 (Promotional Expenses).** Chris Cloud, Executive Assistant, stated that similar to above with a new auditor and new set of eyes, his preference is that we would codify an existing county practice. There are already a couple of departments, because of grant funding or other money they have available, do

promotional expense things such as advertising programs they may have. The health department usually gets grants from the state to advertise flu vaccines and things like that. The Auditor would prefer that we have a county code authorizing these so that as they audit the claims they know they have permission to pay them. State law prescribes that the Commissioners as the legislative branch adopt this ordinance. It's putting into practice what is already taking place and it has limitations so that it is focused on legitimate county business. Commissioner Peters made a motion to approve the addition to the Allen County Code Title 1 (General Provisions) – Article 29 (Promotional Expenses). Commissioner Bloom seconded the motion. Motion carried 3-0.

9. **Consider approval of claims submitted for payment.** Commissioner Peters made a motion to approve the claims as submitted in the amount of \$498,152.51. Commissioner Bloom seconded the motion. Motion carried 3-0.

10. Other Business:

Temporary Right of Entry for I & M. Attorney Fishing stated there has been some minor construction work going on in downtown Fort Wayne. It basically involves Indiana Michigan (AEP) putting in new power lines all over the place. They are now coming down Calhoun Street and they will arrive at the Courthouse shortly. They would like an easement to place some new transformer equipment under the sidewalk. There currently exists one there now but this is two new locations. Unfortunately they have been unable to get us the documents to allow them to do it. They would like us to approve the execution of a temporary right of entry so the work can continue on its normal course. They have agreed to pay us for the easement when they finally get around to figuring out what they are going to do. Attorney Fishing recommended the Approval of the Temporary Right of Entry so that we do not interfere with the progress of their work and keep the street tied up any longer than necessary. Commissioner Peters make a motion to approve the Temporary Right of Entry for I & M. Commissioner Bloom seconded the motion. Motion carried 3-0.

11. **Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of August 4, 2017.** Commissioner Peters made a motion to approve the waiving of the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of August 4, 2017. Commissioner Bloom seconded the motion. Motion carried 3-0.

12. Comments from the Public.

13. **Motion to Adjourn.** Meeting adjourned 10:22 a.m.

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#2

**MARKET & CAPITOL ADVOCACY, LLC
LEGISLATIVE COUNSEL, CONSULTANT/LOBBYIST
PROFESSIONAL SERVICES AGREEMENT**

Parties: Market & Capitol Advocacy, LLC (“Consultant”) and the Board of Commissioners of Allen County, Indiana (“Client” or “Commissioners”)

Purpose: The Consultant is in the business of providing consulting services to businesses and organizations dealing with governmental relations. Mark Palmer, a principal of Consultant, is an attorney licensed to practice law in the State of Indiana. The Consultant’s services may include other matters as set forth below. The purpose of this Agreement, therefore, is to document the terms and conditions of the professional relationship to be established between the Client and Consultant.

Engagement Details

During the Term of this proposed engagement, Consultant services will include:

- Track the progress of legislation and regulations from the point of drafting until final disposition on all matters of concern to the Client;
- Provide copies of designated bills, regulations, amendments committee reports, conference committee agreements, memoranda, news reports, and other relevant documents to the Client as soon as they become available;
- Advise the Client of legislative strategy based upon new or ongoing knowledge of state politics or other factors affecting the progress of designated legislation;
- Arrange visits with designated members of the legislative or executive branches of Indiana government;
- Represent the Client at all coalition meetings; legislative and regulatory hearings and other forums;
- Regularly contact legislators/regulators and staff on designated proposals regarding their current and projected status;
- Present the Client’s position to legislators and staff on designated legislation/regulations as directed by the Client;
- Attend session and interim hearings on proposals or designated bills, report to the Client on outcome and provide copies of testimony and documents presented;
- Send the Client meeting notices; legislative alerts, copies of legislation as requested, and other relevant information as appropriate;
- Prepare and file all registration/reporting forms required by state statute governing this firm’s representation of the Client.
- Making a report at any meeting or gathering of Commissioners as requested

AGREEMENT:

1. **Engagement of Services.** The Client agrees to retain the services of the Consultant and the Consultant agrees to perform services for the Client upon the terms and conditions of this agreement and those outlined in Exhibit "A".
2. **Term of Agreement.** This Agreement shall be effective as of July 1, 2017 and shall continue until through June 30, 2018. This agreement may be terminated by either party upon thirty (30) days' written notice unless waived. This agreement may also be extended by mutual agreement of the parties.
3. **Nature of Services to be Performed.** During the term of this Agreement, the Consultant will render advisory and consulting services requested by Client from time to time during the term of this agreement and will give the Client the benefit of its special knowledge, skill, contacts, and business and political experience.
4. **Compensation.** Client agrees to pay Consultant as follows: During the months when the legislature is in session, Client shall pay Consultant a monthly retainer of \$4,000. During those months when the legislature is not in session, Client shall pay Consultant monthly retainer of \$1,500. Client shall remit an invoice for services and expenses (subject to the provisions of Paragraph 5 below) incurred on behalf of Client during the previous month at the beginning of the following month. Client shall remit payment of the invoice as expediently as possible in accordance with the client's normal procurement and payment policies.
5. **Expenses.** Client agrees to reimburse Consultant for out of pocket business expenses (i. e. meals, lobby registration fees, or other incidental expenses related to Consultant's duties) incurred by Consultant for and on behalf of Client only during the course of the legislative session. Normal commuting mileage from Consultants home to Consultant's office or to the State House shall not be considered a reimbursable expense. Consultant agrees to provide invoices or supporting receipts in accordance with recognized Internal Revenue Service requirements and the customary practices of Client. Consultant and Client agree that during the months the legislature is not in session, Client shall not be entitled to submit reimbursement for mileage or travel time. Other incidental expenses may only be incurred with authorization from Client.

6. **Relationship Between Parties.** The services of the Consultant are retained by the Client only for the purposes and to the extent set forth in this Agreement, and the Consultant's relationship to the Client shall, during the term of this Agreement, be that of an independent contractor. The Consultant shall be free to dispose of its time, energy, and skill as it deems appropriate, except that the Consultant shall perform all services reasonably requested by the Client. The Consultant shall not be considered, as a result of this Agreement, as having an agency or employee status or as being entitled to participate in any plans, arrangements, or distributions by the Client pertaining to or in connection with any pension, stock, bonus, profit sharing or similar benefits provided the Client's regular employees. Furthermore, the Consultant retains the sole and absolute discretion and judgment in the manner and means of rendering the consulting services contemplated by this Agreement and the parties agree that the Client shall have no right or duty to control the manner by which the Consultant renders those contemplated services, except as noted otherwise in writing.
7. **Taxes, Workmen's Compensation, Fringe Benefits.** Consultant agrees that it will pay all applicable federal and state income taxes and self employment taxes with respect to any amounts received under the terms of this Agreement. Unless otherwise required by applicable law, the Client shall not withhold from the amounts paid to the Consultant any amounts for federal or state income taxes or social security taxes. The Client shall not provide any fringe benefits for the Consultant including, but not limited to, vacation or sick pay, life insurance, health insurance or retirement benefits. The Client will not cover the Consultant under any state unemployment compensation or workmen's compensation laws. Consultant has provided Client with a Certificate of Worker's Compensation Coverage.
8. **Insurance.** Consultant agrees to maintain in full force and effect during the performance of this agreement the following insurance coverage:
- | | |
|------------------------------------|--|
| (a) Worker's Compensation | per statutory requirements |
| (b) General Liability | \$1M minimum per occurrence/\$2M aggregate |
| (c) Automobile Liability | \$1M minimum per occurrence |
| (d) Products Liability | \$1M minimum per occurrence |
| (e) Completed Operations Liability | \$1M minimum per occurrence |

The Certificate of Insurance must show The Board of Commissioners of the County of Allen and their officers and agents as Additional Insureds and a Certificate Holder, with 30 days notification of cancellation or non-renewal

9. **E-Verify Certification.** Consultant understands and agrees to enroll and verify work eligibility status of all newly hired employees through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Consultant further acknowledges that it is not required to verify work eligibility or status of newly hired employees of the Consultant through the E-Verify program if the E-Verify program no longer exists. Consultant certifies that it does not knowingly employ any unauthorized aliens.
10. **Compliance with I.C. 5-22-16.5-1.** Consultant agrees to comply with the terms and provisions of I.C. 5-22-16.5-1 for the purpose of verifying that it does not engage in investment activities with the government of Iran.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.
12. **Amendments.** This Agreement may not be amended or modified except in writing signed by the parties.
13. **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes any prior understandings and agreements, written or oral, respecting the subjects discussed herein.
14. **Notices.** Any and all notices required by this Agreement, including requests for services, billing or payment, shall be in writing and considered delivered when faxed, mailed, postage prepaid, addressed to a party at its address set forth herein, or at such other address as may be designated to the other party in accordance with this paragraph; provided, however, a request for consulting services may be oral, but promptly confirmed in writing. A notice shall be deemed effective when received, or delivered, if personally delivered.
15. **Liability.** Client acknowledges that it retains final authority to act upon any recommendations by Consultant and the Consultant does not and shall not guarantee or warrant the outcome of the issues. The Consultant shall exercise the due care and diligence of professional business consultants in performing its services for the Client, but Consultant shall not be liable for any mistake of judgment, any other action taken in good faith on behalf of

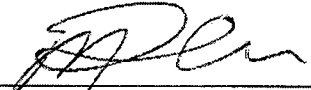
the Client or any loss unless the loss is the result of dishonesty, fraudulent or criminal acts of the Consultant.

16. **Confidentiality.** During the course of the performance of Consultant's services for Client, Consultant may have confidential information disclosed to Consultant concerning the finances, plans, operations, activities, and business opportunities of Client and its affiliates. Consultant agrees that it will not use this information for any purpose other than the performance of Consultant's consulting services. Consultant agrees not to disclose or allow disclosure to any person of any confidential information without Client's prior written consent. Upon termination of this agreement, Consultant will return to Client or destroy all confidential information (and all copies thereof) that Consultant obtained from Client.
17. **Conflict of Interest.** For as long as Consultant is obligated to perform consulting services for Client, unless Consultant has obtained Client's written approval, Consultant will not perform governmental services for any person opposed to Client's interest or which are in competition with Client's operations in the state of Indiana. Consultant acknowledges that it considers the restrictions in this paragraph reasonable and necessary for protecting the good will and confidential proprietary information of Client. Consultant has disclosed to the Commissioners that Mark Palmer, the managing member of Market & Capitol Advocacy, LLC has represented Waste Management of Indiana, LLC as its legislative consultant for a number of years prior to the signing of this engagement agreement. Notwithstanding this disclosure, the Commissioners waive any potential conflict and acknowledge and agree that this engagement agreement will not affect Consultant's zealous representation of Waste Management on legal or legislative issues. Furthermore, Consultant will not be required to represent the interests of the Allen County Solid Waste District so long as it continues to be in existence. Should a conflict arise between Waste Management of Indiana and any successor of the Allen County Solid Waste District, the Consultant will notify both parties and comply with the Rules of Professional Responsibility with regard to such conflict.
18. **Lobby Registration Commission.** Consultant agrees to maintain appropriate registration with the Indiana Lobby Registration Commission and to provide timely and accurate reports as required by applicable Indiana laws.

IN WITNESS WHEREOF, the parties have executed this Agreement effective July 1, 2017.

"CONSULTANT"

Market & Capitol Advocacy, LLC

By: 

Mark Palmer, Managing Member

P.O.Box 704

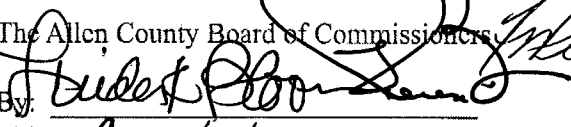
Zionsville, IN 46077

Telephone: (317) 517-6216

email: mpalmer@markcapad.com

"CLIENT"

The Allen County Board of Commissioners 

By: 

Title: Commissioners

Address: 200 E Berry Street, Suite 410

Fort Wayne, IN 46802

EXHIBIT "A"

1. Lobby members of the Indiana General Assembly; meet with appropriate representatives of the Governor's Office, the Lieutenant Governor's Offices, The Department of Local Government Finance, the Indiana Department of Transportation, the State Budget Agency and other appropriate agencies regarding legislative or regulatory matters of interest or concern to the Commissioners;
2. Advise and consult with the Commissioners and key staff regarding legislative developments related to the Commissioners' legislative agenda and inform the Commissioners about any information that may affect its agenda;
3. Assist the Commissioners in the formulation of legislative and regulatory strategy, including the development and cultivation of Allen County's legislative delegation
4. Track and summarize identified legislation and provide weekly summaries, during the legislative session on the status of each bill of concern to the Commissioners;
6. Perform any other lawful activity to promote the interest of the Commissioners, as directed.
7. Provide copies of designated bills, regulations, amendments committee reports, conference committee agreements, memoranda, news reports, and other relevant documents to the Client as soon as they become available.
8. Represent the Client at all coalition meetings; legislative and regulatory hearings and other forums.

9. Attend session and interim hearings on proposals or designated bills, report to the Client on outcome and provide copies of testimony and documents presented.
10. Send the Client meeting notices; legislative alerts, copies of legislation as requested, and other relevant information as appropriate.
11. Making a report at any meeting or gathering of Commissioners as requested

Statement of Company Equal Employment Opportunity and Title VI Non-Discrimination Policy

Market & Capitol Advocacy, LLC acknowledges that the Board of Commissioners of the County of Allen and its independent Elected Officers and Appointed Boards that serve the residents of Allen County ("Allen County") values each individual's civil rights and wishes to provide equal opportunity and equitable services for their citizens. As a recipient of federal funds, Allen County is required to conform to Title VI of the Civil Rights Act of 1964, as amended, and all related statutes, regulations, directives, and executive orders, which provide that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving financial assistance from the Federal Government on the grounds of race, color, national origin, gender, sex, sexual orientation, age, disability, genetic information, religion, low income status, or limited English proficiency. As a business partner of Allen County, **Market & Capitol Advocacy, LLC** agrees to adhere to the same non-discrimination policy as Allen County in all of its programs or activities that are implemented with Federal financial assistance.

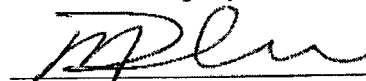
Market & Capitol Advocacy, LLC is an Equal Employment Opportunity (EEO) employer. Accordingly, **Market & Capitol Advocacy, LLC** does not discriminate against or harass employees or applicants for employment based on the individual's race, color, national origin, gender, sex, sexual orientation, age, disability, genetic information, religion, or protected veteran status. **Market & Capitol Advocacy, LLC** will take affirmative actions to employ, and to advance in employment, all persons without regard to their race, color, national origin, gender, sex, sexual orientation, age, disability, genetic information, religion, or protected veteran status, and to base all employment decisions on valid job requirements and applicant or employee qualifications. This policy applies to all employment actions including, but not limited to, recruiting, hiring, promoting, transferring, demoting, downsizing, terminating, and determining rates of pay or other forms of compensation.

Additionally, retaliation because an employee, applicant, or citizen participating in a program or activity receiving Federal funds has objected to discrimination or harassment, has filed or plans to file a discrimination or harassment complaint, has assisted in a discrimination or harassment investigation, or has otherwise sought to obtain their legal rights under any Federal, State, or Local law is strictly prohibited by **Market & Capitol Advocacy, LLC**.

Market & Capitol Advocacy, LLC agrees to post, in conspicuous places, available to employees and applicants for employment, notices of its commitment to comply with all Federal, State, and local nondiscrimination statutes, regulations, directives, and executive orders.

Market & Capitol Advocacy, LLC

Name of Company



Signature of Company Official

#3

Contract No:R -37393

Change Order No.: 025

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -37393

AE:Taylor, Brad

Letting Date:01/13/2016

PE/S:Hine, Daniel

Status:Draft

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 025

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Material Related

Description: Additional work to remove #53 stone over underdrain trench

Original Contract Amount \$ 25,056,838.06

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 497,230.92

Percent: 1.984 %

Total Change To-Date \$ 497,230.92

Percent: 1.984 %

Modified Contract Amount \$ 25,554,068.98

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R -37393
Change Order No: 025

INDIANA
Department of Transportation

Date: 08/01/2017
Page: 3

Contract: R -37393
Project: 1400605 - State: 140060500ST2
Change Order Nbr: 025
Change Order Description: Additional work to remove #53 stone over underdrain trench
Reason Code: SCOPE CHANGES, Material Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0285	1400605	0245	105-06807	LS	5,859.000	1.000	C	Amount:\$ 5,859.00

Item Description: ADDITIONAL

Supplemental Description1: Remove #53 stone over underdrain to

Supplemental Description2: allow drainage for PCCP

Total Value for Change Order 025 = \$ 5,859.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

The underdrain section in the plans showed No. 53 for the PCCP subbase over the underdrain trench. This No. 53 stone, placed as planned, would not allow adequate drainage. The No. 53 stone was removed over the underdrain and No. 8 stone was placed to improve the drainage. Timesheets were provided from Primco, Inc. to document the hours for this work and are a part of this change order. A lump price of \$5,859.00 was agreed upon for the labor hours to perform this work in a portion of the project. A change was made to the underdrain trench section in the plans to correct this minor over-sight.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Primco, Inc.

Signed By: 

Date: 8/1/17

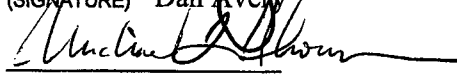
NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY


(SIGNATURE) Dan Avey

Executive Director NIRCC
(TITLE)

08-10-2017
(DATE)


(SIGNATURE) Michael L. Thornson, P.E.

Allen County Engineer
(TITLE)

8-10-2017
(DATE)

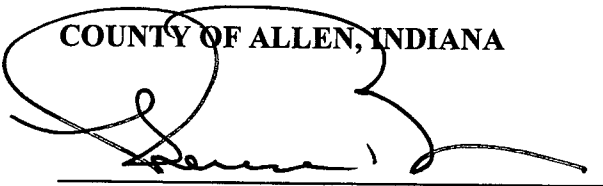
SUBMITTED FOR CONSIDERATION

PE/S _____

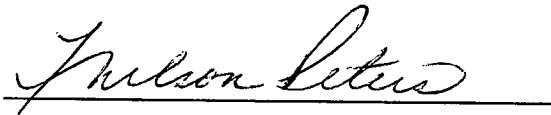
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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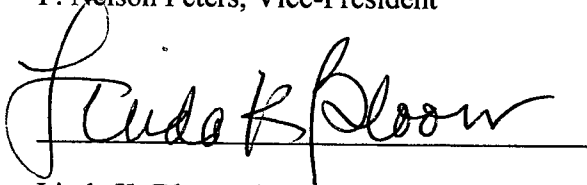
THE BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN, INDIANA



Therese M. Brown, President



F. Nelson Peters, Vice-President



Linda K. Bloom, Secretary

Date: _____

CHANGE ORDER REQUEST FORM

Contract No. : R-37393

Date of Submission:

Project No. : 1400605,1401175,1401176,1401823

INDOT - CONTRACT/PROJECT INFORMATION

Project Description/Route/Intersection/Bridge No.(s): Road & Bridge Reconstruction on Cr 900 N from US 24 to Fogwell; Huntington County

Project Status/Phase/Level of Completion:

Change Order No.: Work Order No.: Change Order Origination: INDOT Contractor

Change Order Type: 104.02 Change Conditions 104.03 Extra Work 109.03 Quantity Increase/Decrease
 Errors & Omissions Utility Related

DOCUMENTS AFFECTED

Contract Specifications:

Contract Plans:

Change Order Affects DBE Participation: Yes (if yes, attach details) No

LPA Project: Yes No Funding Source:

PROJECT CONTACTS

INDOT

PE/S: Dan Hine	Contact Number:
AE: Nate Whitacre	Contact Number:
PM:	Contact Number:
Utility Coordinator:	Contact Number:

Prime Contractor

Company Name: Primco, Inc	Contact Number: 260-478-1548
Project Manager: Andy Renstchler	Contact Number:
Project Engineer/Supervisor:	Contact Number:

PROPOSED CONTRACT COST ADJUSTMENT

PROPOSED CONTRACT COST CHANGE: 109.03 Altered Quantities 109.05(a) Agreed Price 109.05.02 Delay Costs

Current Contract Amount (Including approved change orders):.....

Contract Increase/(Decrease):.....

Adjusted Contract Amount:.....

Proposed Change Includes: Labor Material Equipment Lease Agreement Subcontractor

Delay: 108.08(a) Excusable, Non-Compensable 108.08(b) Excusable, Compensable
(If compensable, attach details based on 109.05.2(a) Allowable Delay Costs)

PROPOSED CONTRACT COMPLETION DATE ADJUSTMENT

SUBSTANTIAL COMPLETION

Current Substantial Completion Date:
Proposed Added Contract Time/Days:
Proposed Substantial Completion Date:

FINAL COMPLETION

Current Final Completion Date:
Proposed Added Contract Time/Days:
Proposed Final Completion Date:

