



**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 25, 2017  
Council Chambers Courtroom – Citizens Square

1. Consider approval of the minutes of August 18, 2017.
2. Consider approval of agreement for School Resource Officers between the Board of Commissioners Metropolitan School District of Southwest Allen County.
3. Consider approval of amendment to Allen County Code Title 8 (Public Safety) – Article 14 (Dog and Cat Ordinance).
4. Consider approval of Change Order # 24 for Lafayette Center Rd/CR 900 North; in the amount of \$78,292.43 (Increase).
5. Consider Approval of Change Order # 1 & Final for West Hamilton place Subdivision – East of West Hamilton Rd; in the amount of \$ 7,584.82 decrease.
6. Consider approval of Project Acceptance for West Hamilton Subdivision; with a final contract amount of \$ 35,879.18.
7. Consider approval of Encroachment Agreement with Havenwood Forest Civic Association for an association sign.
8. Consider approval of agreement between the Board of Commissioners and SpyGlass for telecommunications auditing services.
9. Consider approval of claims submitted for payment.
10. Other Business:  
Plat for Approval – Harrison Lake, Section 2.  
  
Approval of Lawsuit Settlement between a former employee of Community Corrections and the County.  
  
Appointment of Brent Steffen to a full term on the Three Rivers Ambulance Authority Board.
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 25, 2017.
12. Comments from the Public
13. Motion to Adjourn.





## 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 18, 2017  
Council Chambers Courtroom – Citizens Square**

Commissioners Present: Linda Bloom and Nelson Peters  
Commissioners Absent: Therese Brown

Others Present:	Chris Cloud	Commissioners Office
	Mike Green	Commissioners Office
	Bill Fishering	Attorney
	Andrew Applegate	Commissioners Office
	Brad Kohrman	Sheriff's Dept.
	Deb Morrone	Dir. of Public Safety Grants for City of FW
	Charity Murphy	Human Resource Director
	Bill Hartman	Highway Director

Commissioner Peters called the meeting to order at 10:04 AM. Commissioner Peters led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Consider approval of the minutes of August 11, 2017.** Commissioner Peters made a motion to approve the minutes of August 11, 2017. Commissioner Bloom seconded the motion. Motion carried 2-0.
- 2. Consider approval of agreement between the Board of Commissioners and American Structurepoint for architectural services on behalf of the Sheriff's Department.** Brad Kohrman, Deputy Chief Administration, Sheriff's Department presented this item. He stated this agreement is for the K9 building which they have been speaking about for a couple of years. He stated that with the funds that the Commissioners have donated to the project, the Council's funds, Federal asset seizure funds and a contribution from the public, they do have the funds now to move forward with the project. Commissioner Peters asked if we know the cost at this point or is that in part what this architectural services agreement is for. Brad responded yes that is, in part. In general, the figures that they used before was \$1.1 million. But again, the exact figures will come out of this. Commissioner Bloom made a motion to approve the agreement between the Board of Commissioners and American Structurepoint for architectural services on behalf of the Sheriff's Department. Commissioner Peters seconded the motion. Motion carried 2-0.
- 3. Consider approval of Memorandum of Understanding between the Board of Commissioners and City of Fort Wayne for the FY 2017 Edward Byrne Memorial Justice Assistance Grant.** Brad Kohrman, Deputy Chief Administration, Sheriff's Department and Deb Morrone, Dir. of Public Safety Grants for City of Fort Wayne, presented this item. This is a grant that we have partnered with the City of Fort Wayne for several years. Basically the City actually writes the grant and we partner with them. He stated they will use the funds that we get for in-car video cameras which is what they have done for years. This is just for the MOU. The actual grant has not been submitted yet. We have requested funds for 2 cameras which should come to approximately \$13,990. Deb Morrone explained they share this with the County. The City is the fiscal agent and they write the grant and do the reports. They are purchasing two cameras with the funds and the balance will come from the Sheriff's general fund. Commissioner Bloom made a motion to approve Memorandum of Understanding between the Board of Commissioners and City of Fort Wayne for the FY 2017 Edward Byrne Memorial Justice Assistance Grant. Commissioner Peters seconded the motion. Motion carried 2-0.

4. **Consider approval of Title VI Implementation Plan.** Charity Murphy, Director of Human Resources – Allen County, presented this item. She requested Commissioners approval to pass a resolution adopting a Title VI Implementation Plan. She explained Title VI is part of the Civil Rights Act of 1964 and was enacted to prevent discrimination on the basis of race, color and national origin. Throughout the years, additional regulations, statutes, directives and executive orders have expanded the breadth of Title VI protections to include additional protective statuses. In complying with Title VI requirements the Indiana Department of Transportation has mandated that communities receiving federal highway financial assistance, even directly from INDOT, must create and implement a written Title VI plan. Allen County already and has for many years taken a proactive approach in ensuring that its delivery of services and implantation of programs occur in a non-discriminatory manner. She stated she is requesting today the approval of a formal written implementation plan which puts into writing our commitment to continuing our non-discriminatory practices. Commissioner Peters asked if this really is just codifying what we are already doing. Charity said that was correct. Commissioner Bloom made a motion to approve the Title VI Implementation Plan. Commissioner Peters seconded the motion. Motion carried 2-0.
5. **Consider approval of Bid Award for Bid Ref # 12-17 for West Hamilton Rd Bridge # 221 over Beal Taylor Ditch, Project # 00-026.** Bill Hartman, Highway Director, stated we had 3 bidders on this project. The lowest bid was \$1,135,993. The engineers estimate was \$1,452,585 so the low bid was \$316,594 under that. Commissioner Bloom made a motion to approve of Bid Award for Bid Ref # 12-17 for West Hamilton Rd Bridge # 221 over Beal Taylor Ditch, Project # 00-026. Commissioner Peters seconded the motion. Motion carried 2-0.
6. **Consider approval of Bid Award for Bid Ref # 11-17 for Lima Rd Bridge # 53 over Willow Creek, Project # 0100114.** Bill Hartman, Highway Director, stated we got 3 bids on this. The low bid was RL McCoy, Inc. at \$694,378. The engineers estimate was \$847,605. This is \$153,227 under that. Commissioner Bloom made a motion to approve Bid Award for Bid Ref # 11-17 for Lima Rd Bridge # 53 over Willow Creek, Project # 0100114. Commissioner Peters seconded the motion. Motion carried 2-0.
7. **Consider approval of Bid Award for Bid Ref # 13-17 for Ham Resurface Package # 2 including Indianapolis Rd from Bridge over Jacob Johnson Drain to 0.25 mi southwest of I-469, Project # 0700917, Paulding Rd from Wayne Trace to 0.39 East, Project # 0701117, and South Anthony Extended/Muldoon Rd from Bostick Rd to Ferguson Rd, Project # 0701217.** Bill Hartman, Highway Director, stated we had 2 bidders on this project. The lowest bid was E & B Paving at \$354,670. The engineers estimate was \$416,837. This is \$62,167 under that. Commissioner Bloom made a motion to approve Bid Award for Bid Ref # 13-17 for Ham Resurface Package # 2 including Indianapolis Rd from Bridge over Jacob Johnson Drain to 0.25 mi southwest of I-469, Project # 0700917, Paulding Rd from Wayne Trace to 0.39 East, Project # 0701117, and South Anthony Extended/Muldoon Rd from Bostick Rd to Ferguson Rd, Project # 0701217. Commissioner Peters seconded the motion. Motion carried 2-0.
8. **Consider approval of addition to the Allen County Code Title 6 (Building Department) – Article 9 (Abandoned Vehicles).** Chris Cloud, Executive Assistant, stated the AC Building Department from time to time needs to remove abandoned vehicles from either public or private property. The State has a process they must follow. Part of that process was getting the fiscal body to adopt an ordinance. That has been done. It has now come before the Commissioners and the ordinance is identical to theirs. We are now putting it in Allen County Code. Once the Commissioners approve this, we will advertise this because it does have costs associated with it such as towing vehicles and holding vehicles much like the police might do if they impound something. After the advertising of it, the ordinance will be in practice. Commissioners Peters stated that while the council doesn't typically pass these types of ordinances, there was something in the statue requiring this. Chris stated that about a month ago the Commissioners established the fund where these fees will go into and the fees will then be used to pay for towing, etc. The fund should perpetuate the abandoned vehicles act continuation. Commissioner Bloom made a motion to approve the addition to the Allen County Code Title 6 (Building Department) – Article 9 (Abandoned Vehicles). Commissioner Peters seconded the motion. Motion carried 2-0.

**9. Consider approval of claims submitted for payment.** Commissioner Bloom made a motion to approve the claims as submitted in the amount of \$703,958.70. Commissioner Peters seconded the motion. Motion carried 2-0.

**10. Other Business:**

**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 18, 2017.** Commissioner Bloom 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 18, 2017. Commissioner Peters seconded the motion. Motion carried 2-0.

**12. Comments from the Public.**

**13. Motion to Adjourn.** Meeting adjourned 10:19 a.m.

*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.*

X2

## SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement ("Agreement") is made and entered into effective the 1st day of August, 2017, by and between the Metropolitan School District of Southwest Allen County ("SACS"), the Board of Commissioners of Allen County (the "Board"), and the Allen County Sheriff's Department ("Sheriff's Department"), and it is entered into under the following circumstances:

- a. The Board and the Sheriff's Department agree to provide two School Resource Officers ("SROs") to SACS, along with all necessary vehicles, supplies, and equipment and SACS agrees to reimburse the Sheriff's Department for the salary of the SROs as agreed upon annually.
- b. The SACS, the Board, and Sheriff's Department desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SROs.

**NOW, THEREFORE**, in mutual consideration of the promises contained herein, the parties agree as follows:

1. **Employment and Assignment of School Resource Officers.**

- a. The Sheriff's Department agrees to employ no less than two (2) SROs during the term of this Agreement. The SROs shall be an employee of the Sheriff's Department and shall be subject to the administration, supervision, and control of the Sheriff's Department, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement.
- b. The Sheriff's Department agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Sheriff's Department. The SRO's salary and benefits include, but are not necessarily limited to, the employer's share of all wages, sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all other personnel policies and practices of the Sheriff's Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- c. The Sheriff's Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SROs.
- d. Although the Sheriff's Department has the ultimate authority to assign SROs, the Sheriff's Department will allow the SACS to participate in the assignment process and have input on the ultimate assignment decision.

- e. The Sheriff's Department shall assign two (2) SROs to SACS.
- f. SACS shall each pay the Sheriff's Department a yearly fee (the "Fee") as follows:
  - (1) \$55,338.75 for each of the SROs for the 2017-2018 school year (\$110,677.50 total), i.e. August 1, 2017, through June 30, 2018, or the actual last day of the school year.
  - (2) The Sheriff's Department shall bill the SACS for 50% of the SROs salary on or before August 31, 2017, and the SACS shall pay the Sheriff's Department on or before September 30, 2017; and the second billing shall be issued on or before January 18, 2018, and the SACS shall pay the bill on or before February 28, 2018, for the remaining balance of the SROs salary.
- g. The Sheriff's Department shall be responsible for providing the SROs with a vehicle and all necessary supplies and equipment as issued to police officers assigned to patrol division.
- h. In the event an SRO is absent from work, the SRO shall notify both his or her supervisor and the Principal, or the Principal's designee, of the School to which the SRO is assigned. The Sheriff's Department agrees, to the extent possible, to assign another officer to the SACS as a substitute for the absent SRO.

2. **Duty Hours.**

- a. The SROs shall report for duty at the SACS on each day in which school is in session. When school is not in session, the SROs shall report to work as directed by the Sheriff's Department.
- b. The SACS shall notify the Sheriff's Department and their respective SROs in advance of the days on which school is scheduled to be in session. The SACS shall notify the Sheriff's Department and the respective SRO of any modifications in the school calendar within a reasonable time.
- c. The SROs shall be on duty at the SACS for eight hours each school day unless a different agreement is reached between the Sheriff's Department and the Superintendent of the SACS to which the SRO is assigned. The School Principal, or the Principal's designee, will determine the start time and end time of the SRO's shift.
- d. It is understood and agreed that the time spent by the SROs attending juvenile and/or criminal cases arising from and/or out of their employment as an SRO shall be considered hours worked under this Agreement.

- e. SROs shall schedule any vacation on days when the SACS is not in session, unless the SACS and the Sheriff's Department reach a different agreement.
  - f. In the event of an emergency, the SROs may be required to leave his or her school duty station during normal duty hours to perform other services for the Sheriff's Department. The SROs will return to his or school duty station as soon as possible.
  - g. The SROs and the Sheriff's Department shall notify the SACS in advance of the days on which the SROs must attend mandatory training for the Sheriff's Department.
3. **Basic Qualifications of School Resource Officers.** To be an SRO, an officer must first meet all of the following basic qualifications:
- a. Shall be a commissioned officer and should have one (1) year of law enforcement experience in the Operations Division.
  - b. Possess a sufficient knowledge of the applicable federal and state laws, city and county ordinances. The principal of the school may also provide board of education policies and regulations to the SROs for his or her knowledge to assist the SROs in performing the SRO duties.
  - c. Shall be capable of conducting in-depth criminal investigations.
  - d. Shall possess even temperament and serve as an example of honesty, integrity, and good citizenship for the students.
  - e. Shall possess communication skills which enable the officer to function effectively within the school environment.
4. **Duties of School Resource Officers.**
- a. Protect the lives and property of the citizens and public school students of the SACS.
  - b. To enforce state, and local criminal laws and ordinances, and to assist school officials with the enforcement of board of education policies and administrative regulations regarding student conduct.
  - c. To investigate criminal activity committed on or adjacent to school property.
  - d. To answer questions that students may have about Indiana criminal or juvenile laws.
  - e. To assist other law enforcement officers with outside investigations concerning students attending the SACS to which the SRO is assigned.

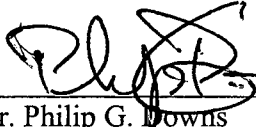


- f. To provide traffic control during the arrival and departure of students.
  - g. To assist school personnel in collecting information, interviewing students and assisting in search situations on campus as authorized by federal law, state law, and the Allen County Police Department policies and procedures.
5. **Chain of Command.**
- a. As employees of the Sheriff's Department, the SROs shall follow the chain of command as set forth in the Sheriff's Department's policies and procedures manual.
  - b. SROs shall coordinate and communicate with the Superintendent, or the Superintendent's designee, of the SACS to which the SRO is assigned.
6. **Dress Code.** SROs shall abide by the Allen County Sheriff's Department uniform policy unless the SACS and the Sheriff's Department agree that the officer shall wear different dress.
7. **Supplies and Equipment.**
- a. The Sheriff's Department shall provide a standard patrol vehicle for the SROs. In addition, the Sheriff's Department agrees to:
    - (1) Maintain the vehicle assigned to the SROs;
    - (2) Pay for gasoline, oil, replacement tires, and other expenses associated with the operation of this vehicle; and
    - (3) Purchase and maintain comprehensive general auto liability insurance on the vehicle in an amount no less than the coverage recommended by the Risk Manager for the County.
  - b. The Sheriff's Department agrees to provide the standard issue pistol and rounds of ammunition to the SROs.
  - c. The Sheriff's Department agrees to provide the SROs with the usual and customary forms required in the performance of his or her duties.
  - d. The SACS agrees to provide the SROs with appropriate confidential office space with a secure door lock and equipment, such as a desk, chairs, telephone, computer, and other miscellaneous office supplies suitable for the SROs and the K-9 dog.
8. **Searches.** Except in emergency situations, the decision to initiate any search of a student, a student's property, or school property shall be made by a school official. While school officials may seek the advice of the SROs, school officials retain the ultimate authority to initiate a search of a student, a student's property,

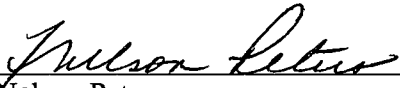

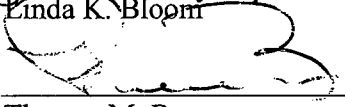
or school property. The SROs will then, if requested, assist the school official in conducting the search, as authorized by federal law, state law, and the Allen County Police Department policies and procedures.

9. **Transporting Students.** It is agreed that the SROs shall only transport students in accordance with the Sheriff's Department's Standard Operating Procedure.
10. **Access to Education Records.** The SACS shall allow the SROs to inspect and copy any public records maintained by the SACS, including student directory information. However, law enforcement officials may not inspect and/or copy confidential student education records except as provided by federal law, state law, or a court order regarding the sharing of information between the SACS and law enforcement.
11. **Report of Suspected Child Abuse or Neglect.** SACS and its employees may report any incident which is suspected to be child abuse or neglect to the SROs or the Department of Child Services as required by I.C. § 31-33-5-1, *et seq.* And SROs who receives a report of suspected child abuse or neglect shall forward the report through the chain of command to the Allen County Sheriff's Department for transmittal to the Department of Child Services as required by law.
12. **Term of the Agreement.**
  - a. The term of this Agreement shall commence on the effective date, August 1, 2017. The Agreement shall remain in effect through June 30, 2018, or the actual last day of the school year.
  - b. The parties anticipate either renewing the Agreement or entering into a new SRO Agreement for the 2018-2019 school year.
13. **Evaluation.** It is mutually agreed that the SACS shall evaluate annually the SROs program and the performance of the SROs. In addition, the SACS and the Sheriff's Department agree to notify each other during the course of the school year if a problem develops regarding the performance of the SROs assigned to the SACS. It is further understood that the SACS's evaluation of the SROs is advisory only and that the Sheriff's Department retains the final authority to evaluate the performance of the SROs.
14. **SRO K-9.** SACS has an existing K-9 SRO program. Retired K-9's shall be replaced by the department as needed. Initial and ongoing in-service handler training shall be provided by the Allen County Sheriff's Department and the Sheriff's Department shall provide and pay all veterinarian services for the K-9.

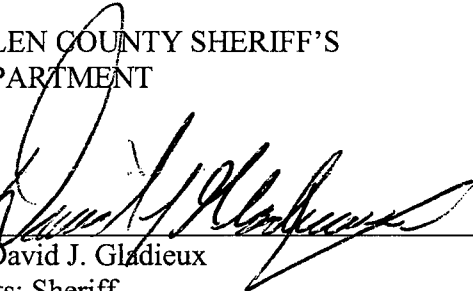
METROPOLITAN SCHOOL DISTRICT OF  
SOUTHWEST ALLEN COUNTY

By:   
Dr. Philip G. Downs  
Its: Superintendent

BOARD OF COMMISSIONERS OF  
ALLEN COUNTY

By:   
F. Nelson Peters  
By:   
Linda K. Bloom  
By:   
Therese M. Brown

ALLEN COUNTY SHERIFF'S  
DEPARTMENT

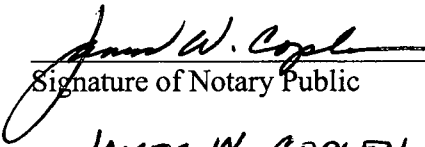
By:   
David J. Gladieux  
Its: Sheriff

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said county and state, this 11<sup>th</sup> day of AUGUST, 2017, personally appeared the Metropolitan School District of Southwest Allen County, by Dr. Phillip G. Downs, its Superintendent, and acknowledged the execution of the above and foregoing Agreement to be a voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:  
12.12.18

Resident of:  
ALLEN COUNTY

  
Signature of Notary Public  
JAMES W. COPLEN  
Printed Name of Notary Public

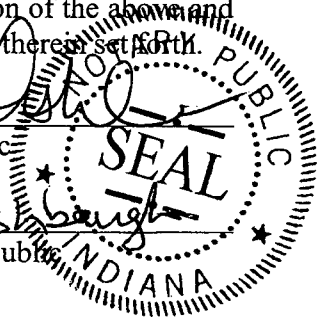
STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said county and state, this 14<sup>th</sup> day of August, 2017, personally appeared The Allen County Sheriff's Department, by David J. Gladieux, its Sheriff, and acknowledged the execution of the above and foregoing Agreement to be a voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:  
2-23-2024

Resident of:  
Allen, Indiana

[Signature]  
Signature of Notary Public  
Aubrie Jane Ashbaugh  
Printed Name of Notary Public



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said county and state, this 25<sup>th</sup> day of August, 2017, personally appeared Board of Commissioners of Allen County, Indiana, by F. Nelson Peters, Linda K. Bloom, and Therese M. Brown, its Commissioners, and acknowledged the execution of the above and foregoing Agreement to be a voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:  
4-30-2022

Resident of:  
Allen County

[Signature]  
Signature of Notary Public  
Rhonda A. Rice  
Printed Name of Notary Public

This instrument prepared by J. Spencer Feighner, Assistant Allen County Attorney, 444 East Main Street, Fort Wayne, Indiana 46802.

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN  
ORDINANCE DATED August 25, 2017  
ORDINANCE NUMBER J08-25-17-15

WHEREAS, the Allen County Sheriff's Department is tasked with administering animal care and control functions in unincorporated Allen County; AND

WHEREAS, the Allen County SPCA runs programming to assist in controlling the cat population through humane, research-based methods.

NOW, THEREFORE, be it ordained that:

Section 1. Allen County Code Title 8 (Public Safety) - Article 14 (Dog and Cat Ordinance) shall be amended to read as follows:

**8-14-2-1 Stray Dog or Cat**

No person shall allow any dog or cat to stray beyond his premises, unless the dog or cat is under the reasonable control of some person or when a dog is engaged in lawful hunting accompanied by the owner or custodian. Exceptions will be made only for cats that been sterilized, vaccinated, ear-tipped and microchipped through a community-based program approved by the Allen County Sheriff's Department.

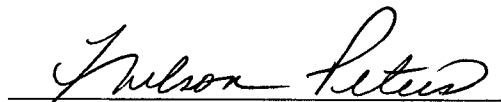
Section 2. This Ordinance shall become effective as of passage.

Passed this 25 day of August, 2017.

THE BOARD OF COMMISSIONERS OF  
THE COUNTY OF ALLEN



Therese M. Brown

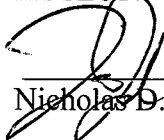


F. Nelson Peters



Linda K. Bloom

ATTEST:



Nicholas D. Jordan, Auditor

#4

Contract No:R -37393

Change Order No.: 024

**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.: 024

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: SCOPE CHANGES, Added Quantities/Items

Description: Changes at Intri-cut, Stephan Trucking, and Gundy Road

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: 024

INDIANA  
 Department of Transportation

Date: 08/03/2017  
 Page: 3

Contract: R -37393  
 Project: 1400605 - State: 140060500ST2  
 Change Order Nbr: 024  
 Change Order Description: Changes at Intri-cut, Stephan Trucking, and Gundy Road  
 Reason Code: SCOPE CHANGES, Added Quantities/Items

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0035	1400605	0029	207-08264	SYS	13.450	-521.400	C	Amount:\$ -7,012.83
Item Description: SUBGRADE TREATMENT, TYPE II								
Supplemental Description1:								
Supplemental Description2:								
0036	1400605	0030	207-08266	SYS	2.150	-526.000	C	Amount:\$ -1,130.90
Item Description: SUBGRADE TREATMENT, TYPE III								
Supplemental Description1:								
Supplemental Description2:								
0041	1400605	0034	211-09264	CYS	27.000	50.000	C	Amount:\$ 1,350.00
Item Description: STRUCTURE BACKFILL, TYPE 1								
Supplemental Description1:								
Supplemental Description2:								
0046	1400605	0039	301-07448	TON	14.750	-207.100	C	Amount:\$ -3,054.72
Item Description: COMPACTED AGGREGATE NO. 53 BASE								
Supplemental Description1:								
Supplemental Description2:								
0052	1400605	0044	401-07321	TON	75.000	-40.900	C	Amount:\$ -3,067.50
Item Description: QC/QA-HMA, 2, 64, SURFACE, 9.5 mm								
Supplemental Description1:								
Supplemental Description2:								
0054	1400605	0046	401-07390	TON	65.000	-98.800	C	Amount:\$ -6,422.00
Item Description: QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm								
Supplemental Description1:								
Supplemental Description2:								
0066	1400605	0058	502-06457	SYS	55.500	1191.300	C	Amount:\$ 66,117.15
Item Description: PCCP, 9 IN.								
Supplemental Description1:								
Supplemental Description2:								
0067	1400605	0059	503-05240	LFT	15.000	600.000	C	Amount:\$ 9,000.00
Item Description: D-1 CONTRACTION JOINT								
Supplemental Description1:								
Supplemental Description2:								
0085	1400605	0076	610-07487	TON	71.650	-344.100	C	Amount:\$ -24,654.76
Item Description: HMA FOR APPROACHES, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0157	1400605	0121	715-05149	LFT	36.000	73.000	C	Amount:\$ 2,628.00
Item Description: PIPE, TYPE 2, CIRCULAR, 12 IN.								
Supplemental Description1:								



Contract No:R -37393  
Change Order No:024

INDIANA  
Department of Transportation

Date:08/03/2017  
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Supplemental Description2:

0159	1400605	0123	715-05154	LFT	58.000	121.000	C	Amount:\$	7,018.00
<b>Item Description:</b> PIPE, TYPE 2, CIRCULAR, 24 IN.									
Supplemental Description1:									
Supplemental Description2:									
0163	1400605	0127	715-05172	LFT	46.000	146.000	C	Amount:\$	6,716.00
<b>Item Description:</b> PIPE, TYPE 3, CIRCULAR, 21 IN.									
Supplemental Description1:									
Supplemental Description2:									
0179	1400605	0142	720-45030	EACH	2,044.000	1.000	C	Amount:\$	2,044.00
<b>Item Description:</b> INLET, E7									
Supplemental Description1:									
Supplemental Description2:									
0180	1400605	0143	720-45035	EACH	2,072.000	1.000	C	Amount:\$	2,072.00
<b>Item Description:</b> INLET, F7									
Supplemental Description1:									
Supplemental Description2:									
0250	1400605	0212	203-02000	CYS	11.000	5740.000	C	Amount:\$	63,140.00
<b>Item Description:</b> EXCAVATION, COMMON									
Supplemental Description1:									
Supplemental Description2:									
0251	1400605	0213	203-02070	CYS	5.700	-7727.000	C	Amount:\$	-44,043.90
<b>Item Description:</b> BORROW									
Supplemental Description1:									
Supplemental Description2:									
0252	1400605	0214	302-06464	CYS	25.500	297.800	C	Amount:\$	7,593.90
<b>Item Description:</b> SUBBASE FOR PCCP									
Supplemental Description1:									
Supplemental Description2:									

Total Value for Change Order 024 = \$ 78,292.43

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

Two local businesses located within the project limits, Stephan Trucking and Intri-cut, voiced their concerns regarding their proposed drive entrances onto the new alignment of County Road 900 North. They felt that the site distance was not adequate and their large semi-trucks and trailers would have difficulty entering the new roadway. Traffic safety was also a concern for these businesses due to the possibility of increased traffic volumes and increased speed after this project is completed. After another review of this situation, it was determined that changes would be made to the drives in this area that included Stephan Trucking, Intri-cut, and Gundy Road. These design changes are similar to the modifications proposed in February 2017 but were not altered at that time because an agreement could not be reached. Now all affected parties are in agreement that this change is necessary. This change order will use existing contract pay items for this additional work as agreed by Primco, Inc. and Fox Contractor. The changes to the plans were prepared by USI Consultants, Inc. and are a part of this change order. Huntington County will need to grant a variance to their road intersection construction requirements to allow this type of design and construction.

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.

Contract No: R -37393

INDIANA

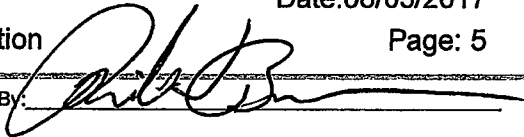
Date: 08/03/2017

Change Order No: 024

Department of Transportation

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Contractor: PRIMO, INC.

Signed By: 

Date: 8/10/17

\*\*\*\*\*

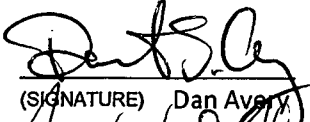
NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37393  
Change Order No:024

INDIANA  
Department of Transportation

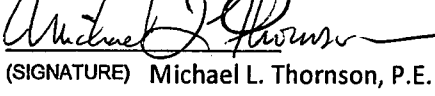
Date:08/03/2017  
Page: 6

APPROVED FOR LOCAL PUBLIC AGENCY

  
(SIGNATURE) Dan Avery

Executive Director, NIRCC  
(TITLE)

08-17-2017  
(DATE)

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

Allen County Engineer  
(TITLE)

8-18-2017  
(DATE)

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

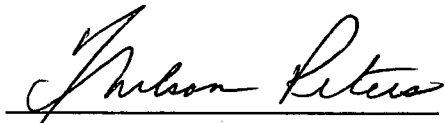
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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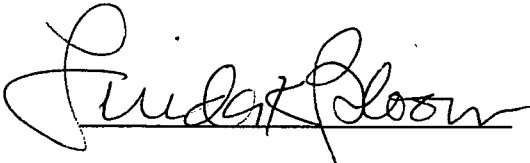
THE BOARD OF COMMISSIONERS OF THE  
COUNTY OF ALLEN, INDIANA



Therese M. Brown, President



F. Nelson Peters, Vice President



Linda K. Bloom, Secretary

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

# Allen County Highway Department

200 E. Berry Street, Suite 280  
Fort Wayne, IN 46802  
260-449-7369 Fax: 260-449-7594

North Division: 2234 Carroll Rd Fort Wayne, IN 46818 260-449-4781 Fax: 260-449-4786  
South Division: 8317 E. Tillman Rd Fort Wayne, IN 46816 260-449-4791 Fax: 260-449-4793

## CHANGE ORDER

CHANGE ORDER NO.: 1 & FINAL

PROJECT: 60/40 Resurface: West Hamilton Place, Aboit Cove & Beeson Cove.  
Project #0700117, 0700217 & 0700317

BID REFERENCE NO.: 10-17.

CONTRACTOR: Brooks Construction Co. Inc..

CONTRACT DATE: July 14<sup>th</sup>, 2017

This Change Order constitutes full mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this Change Order, the Contractor hereby agrees that the change represents an equitable adjustment to the Contract and further agrees to waive all rights to file and further claims or changes arising out of or as a result of this change, or the accumulation of changes on this Contract.

The Contractor is directed to make the following changes in the Contract Documents as set forth in this Change Order.

### Description of the Change:

In order to construct the West Hamilton Place, HMA Resurface Project substantially as planned and balance the contract dollar amount the following pay item quantities necessitate adjustment, these adjustments were approved by Allen County Highway Department personnel.

Resulting In:

Item #3.00, MILLING, TRANSITIONS JOINTS & PAVEMENT EDGE; 1,244.3 SYS @ \$5.00 = \$6,221.50 (Decrease)  
Item #4.00, HMA 9.5mm, TYPE B FOR SURFACE (1 1/2"); 21.64 TON @ \$63.00 = \$1,363.32 (Decrease)

Reason for the Change: Changed Conditions and Contract Dollar Amount Balance.

Attachments: NA

The Original Contract Amount \_\_\_\_\_ \$43,464.00

Net Change by previous Change Orders \_\_\_\_\_ \$0.00

The Contract Amount prior to this Change Order \_\_\_\_\_ \$43,464.00

The Contract Amount will be Decreased by this Change Order \$7,584.82

The Contract Amount including this Change Order will be \_\_\_\_\_ \$35,879.18

The Original Contract Amount will be Decreased by 17.44% by this Change Order # 1.

The Original Contract Amount will be Decreased by a total of 17.44% by this Change Order # 1 and FINAL.

The Original Contract Completion Date is November 2<sup>nd</sup>, 2017.

The Contract Completion Date will be Extended to NA by this Change Order # 1 & FINAL.

**SUMMARY THIS CONTRACT CHANGE ORDER No. 1 & FINAL**

<b>Item #</b>	<b>Increase</b>	<b>Decrease</b>
3.00	\$0.00	\$6,221.50
4.00		\$1,363.32
Subtotal	\$0.00	\$7,584.82
Total Difference	\$0.00	\$7,584.82

**TOTAL CONTRACT CHANGE ORDER #1 & FINAL = \$7,584.82 DECREASE**

