



April 28, 2026

Mayor Guy Titus
Board of Public Works and Safety
10 South State Street
Greenfield, IN 46140

Re: Greenfield Wastewater Utility – Davis Road and Meridian Road Sanitary Sewer Improvements Project

Mayor and Board Members,

The design of the Davis Road Regional Lift Station was approved in December 2023. When the project started, the intent was to be able to serve the areas along and south of Davis Road. Since the development at the southwest corner of Davis Road and Morristown Pike never started, we paused the design of the lift station to give us more time to evaluate the overall needs of the Utility.

The proposed Shafer Farms development at the northeast corner of McKenzie and Meridian required us to look at the capacity of the drainage basin in that area. The natural flow route leads to our existing Meridian Road lift station. This station then pumps to the Potts Ditch lift station. The issue that we have realized through the early stages of the Master Plan that was approved in September 2025 is that we have little to no capacity left in the gravity sewers downstream of the Potts Ditch lift station. This drainage area also serves the north water treatment plant and the Redwood development.

We have asked American Structurepoint to look at the feasibility of extending an interceptor along Davis Road west to Meridian Road and then north to New Road. Based on the topographic survey that was completed, this route is possible. The overall scope of the design will take into account future growth in the areas along the route, as well as eliminate 2 or 3 existing lift stations that currently serve the southern and western portions of our collection system. The design of the Davis Road lift station and force main route will need to be finalized based on the peak flows from future growth areas.

American Structurepoint, Inc. has provided the attached proposal and agreement for engineering services for design and construction administration and inspection services. Given the scope of the project, we have also asked Commonwealth Engineers, Inc. to assist in the review of the design and to provide inspection services once the project gets to the construction phase. Both of these firms are currently working on our Master Plan and will be able to incorporate the data from that study into the design of this project.

Wastewater Utility
302 East Davis Road: Greenfield, Indiana 46140
wwtp@greenfieldin.org
Phone 317-477-4360 Fax 317-477-4361



The proposal has been broken into 2 phases as follows:

- All items noted as hourly are an estimated, not to exceed amount. These numbers are for budgeting purposes.
- Total estimated R/W services are based on 17 parcels at ~\$17,270 per parcel.

Description	Amount	Basis of Compensation
Task #1 – Design and Bidding Phase		
Project Management	\$131,000.00	Hourly
Design	\$931,800.00	Lump Sum
Bidding Phase	\$25,600.00	Hourly
Route Survey Plat	\$50,000.00	Hourly
R/W Acquisition Services	\$293,600.00	Per Parcel
Total Cost for Task #1:	\$1,432,100.00	
Task #2 – Construction Administration Phase		
Construction Admin	\$125,300.00	Hourly
Topo Survey	\$48,500.00	Hourly
Construction Inspection	\$2,059,900.00	Hourly
Total Cost for Task #2:	\$2,233,700.00	
Total Cost for Engineering Services	\$3,665,800.00	

At this time, I am requesting the Board's approval of the proposal for the Davis Road and Meridian Road Sanitary Sewer Improvements Project provided by American Structurepoint, Inc. with assistance from Commonwealth Engineers, Inc. If the proposal is accepted and approved, a limited notice to proceed will be issued for Task #1. A copy of the proposal has been included for your review. Please let me know if you have any questions or need any additional information.

Best Regards,

Nicholas Dezelan, CHMM, ASP
Wastewater Utility Manager

Cc: Gregg Morelock – City Attorney
Glenn Morrow – City Engineer
Jane Webb – Utility Coordinator
Scott Evans – Utility Foreman

Wastewater Utility
302 East Davis Road: Greenfield, Indiana 46140
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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Greenfield ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: EPIV - City of Greenfield, Interceptor Project Final Design ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's Scope of Services listed as Attachment A ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **As outlined in Attachment B.** If no specific period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, **as outlined below in Part 5.01.R.**

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

V. 4-2024

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2025.03894

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2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Services in accordance to Attachment C.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

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4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**
- O. **If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit,**

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and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

- P. The Engineer will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Engineer's duty to incorporate the design requirements of governmental authorities into the Construction Documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the Construction Documents, but Engineer shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the Construction Documents or new and different design requirements that are adopted after completion of the Construction Documents.
- Q. Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, Engineer has no control over or ability to influence the governmental review process and the time required to complete the process and Engineer shall have no liability for loss, costs or damages sustained or incurred by Owner as a result of delays or extended time required for any governmental review process.
- R. If the Project or the Engineer's services are suspended by the Owner for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Owner.

If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Engineer to suspend services, the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

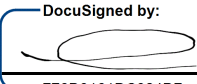
Attachments:

Attachment A, Engineer's Scope of Services
Attachment B, Schedule
Attachment C, Compensation to Engineer
Attachment D, Key Staff and Subcontractor of Engineer
Attachment E, Key Staff of Owner
Attachment F, Mediation Process
Attachment G, Information Provided By Owner to Engineer

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

ENGINEER
AMERICAN STRUCTUREPOINT, INC.

By:  _____
776D9161DC924D7...

Printed: Steve Davidson

Title: Executive Vice President

Date: 4/23/2026

OWNER
GREENFIELD BOARD OF PUBLIC
WORKS AND SAFETY

Mayor Guy Titus

Brent Robertson

Larry Breese

Glenna Shelby

Katherine Locke

“ATTACHMENT A”

SERVICE BY ENGINEER

General Requirements

1. ENGINEER shall obtain on behalf of OWNER all approvals or consents from authorities having jurisdiction or agencies having facilities within the limits of the PROJECT.
2. ENGINEER shall prepare stamped sealed contract bid plans, special provisions for the specifications, contract document book, plus the final construction cost estimates by quantity and unit price. All work shall be in accordance with current editions of:

City of Greenfield:

Public Improvement Design Standards & Specifications Manual
Sanitary Technical Standards Manual
Greenfield Comprehensive Plan
Greenfield Thoroughfare Plan

Indiana Department of Transportation (INDOT):

Indiana Design Manual
INDOT Standard Specifications
INDOT Standard Drawings

American Association of State Highway and Transportation Officials (AASHTO):

AASHTO A Policy on Geometric Design of Highways and Streets
AASHTO LRFD Bridge Design Specifications
AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges
AASHTO Guide for the Development of Bicycle Facilities

National Association of City Transportation Officials (NACTO):

NACTO Urban Street Design Guide
NACTO Urban Bikeway Design Guide

Where City of Greenfield and INDOT storm water design criteria conflict, the more stringent design will be used.

3. ENGINEER shall identify in all plans and specifications data which is measured and data which is assumed.
4. ENGINEER shall be available during construction to interpret the contract documents, the checking of shop drawings, and consultation in the event of unforeseen conditions. ENGINEER shall prepare to serve as an ENGINEER or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the PROJECT.

5. ENGINEER shall be responsible for keeping OWNER currently advised as to the status of any claims made for damages against ENGINEER resulting from services performed under this contract. ENGINEER shall send notice of claims related to work under this contract to:

City Engineer
City of Greenfield
10 S. State Street
Greenfield, Indiana 46140

6. In performance of its services herein, ENGINEER shall comply with IC 5-22-15-21, related to the purchase of supplies manufactured in the United States. "Supplies" shall include equipment, goods and materials.

Coordination and Quality Control

1. ENGINEER shall submit monthly progress reports to OWNER. The report shall include an updated project schedule in chart form and shall be superimposed over the initial schedule of work.
2. ENGINEER shall attend pre-bid conferences, bid openings, prepare bid tab sheets and assist OWNER in evaluating bids, alternatives or proposals and in assembling and awarding contracts.
3. ENGINEER shall conduct conferences with OWNER's representatives as may be required. ENGINEER will prepare and issue minutes of all meetings, and will distribute within one week of meeting.
4. ENGINEER shall schedule, prepare exhibits, advertise and conduct public information meetings. ENGINEER shall prepare minutes or transcriptions, if required of the meetings. All citizen inquiries regarding the project will be addressed in writing by ENGINEER. A copy of citizen correspondence shall be forwarded to OWNER.
5. ENGINEER shall coordinate with utilities.
6. ENGINEER agrees that if subsequent relocation(s) by the utilities after the above notification is necessary and is caused by the negligent act or delay of ENGINEER, ENGINEER shall be responsible for reimbursing or compensating the affected utilities for any expense they incurred in relocating a subsequent time or times.

7. ENGINEER shall schedule and moderate with City staff a Value Engineering session to investigate and discuss all options related to the design, schedule and cost estimates of the project. The meeting shall be scheduled to occur within two (2) weeks of the 50% submittal. ENGINEER shall prepare meeting minutes and a summary report within five (5) business days. The invitees and size of the value engineering meeting will be determined by City staff based upon the size and complexity of the project.

DESIGN RELATED SERVICES:

Survey:

1. Location Control Route Survey
 - A. Preparation of a Location Control Route in accordance with I.C. 25-21.5; 865 I.A.C. 1-12-20 thru 25.
 - B. The signed and sealed location control route survey plat including a written surveyor's report will be recorded in the Office of the Recorder of Hancock County, Indiana.

Project Coordination and Design Meetings

1. Coordinate with other City or contracted resources for the completion of projects, such as surveying, geotechnical, or other specialized firms.
2. Provide review of-City Utility projects to identify and report potential conflicts or other concerns for City facilities. Prepare conclusions and recommendations for resolution of potential conflicts and problems.
3. Attend kickoff meeting with City followed by site visit.
4. Attend two (2) review meetings to be held remotely (zoom or other).
5. Keep the minutes of the Progress Review Meetings and distribute these minutes within seven (7) days of the Review Meeting.

Preliminary Engineering Report

ENGINEER will prepare a Preliminary Engineering Report (PER) for applying for State Revolving Fund (SRF) application related to the Design/Construction of the Davis Road Sanitary Sewer Interceptor and related pump stations.

1. Work associated with the PER includes, but is not limited to:
 - Attend pre-planning meeting with SRF
 - Evaluate design alternatives
 - Evaluate environmental impacts
 - Evaluate current and future situations
 - Present worth cost analysis
 - Prepare GPR (Green infrastructure) business case
 - Conduct public hearing

- Prepare fiscal sustainability plan
- Prepare/submit SRF application

Design

A new 8”-30” sanitary sewer will be extended along Davis Road (CR 110 S), from the proposed Davis Road Regional Lift Station, east to S. Meridian Road, then north approximately 14,900 feet to intercept flows from two (2) existing pump stations. The two (2) lift station north of US 40 (Meridian Springs & Liberty Shores) will be abandoned and the flows from those stations will be intercepted by the new sanitary sewer. Two (2) new lift stations will be constructed to except flows from the existing sanitary sewer north of US 40 and the proposed developments along Meridian and Davis Road. The stations will be sized to accept future flows from adjacent development.

1. The formal design criteria, preliminary drawings, an outline of the specifications and a written description of the project with probable construction costs are to be furnished to OWNER for a scope compliance and construct-ability review. The milestone deliverables shall include the following:
 - 30% Drawings and Engineers Estimate
 - 60% Drawings and Engineers Estimate
 - 90% Drawings, Technical Specs, Engineers Estimate, Field Check with OWNER
 - Final Drawings, Contract Documents, Engineers Estimate
 - Addendum 1 after Pre-Bid Meeting
2. ENGINEER shall provide OWNER with the estimates of probable construction costs of the PROJECT. ENGINEER shall advise OWNER of any adjustments to the probable construction costs and provide design options, if any, to remain within budget.
3. ENGINEER shall identify in all plans and specifications a list of all Engineering and/or testing reports provided by OWNER or obtained by ENGINEER as a product of this agreement.
4. Prepare required acquisition and/or easement plats and legal descriptions for up to seventeen (17) easement needs, including those for platted parcels. Document overall right-of-way requirements.
5. Furnish to the OWNER completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the OWNER, as requested, in requesting regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies. The following permits will or likely be required:
 - IDEM Construction permit for lift station and sanitary sewer construction
 - USACE Wetland Delineation

- Rule 5 and Erosion Control
6. ENGINEER shall deliver to the representative of OWNER the following items that shall become the property of OWNER:
- a. Two (2) flash drives containing as-built electronic plans in Adobe Acrobat (PDF) format. Field revisions to the as-bid construction drawings will be provided by construction staff via the OWNER in order for the ENGINEER to create an as-built set of drawings in accordance with the current “Digital Data Submission Standards.” The compiled PDF as-built plan set shall note in revision clouds any and all field adjustments to the as-bid plans. A scan containing hand written notes on the as-bid plan set is not acceptable. The labeling on the submitted electronic media shall include the following:
 - The Project Name
 - The Department of Engineering project number
 - The ENGINEER’s company name and address
 - The date of the submittal
 - The file format(s) used
 - The term “As-built Drawings” clearly indicated
 - b. ENGINEER shall also provide an overall site drawing, in electronic format, of the project area, showing existing and as-built infrastructure. The overall site drawing shall be in AutoCAD (.dwg) or (.dxf) format, and shall be included on the same media as the design drawing files. The attribute table files shall be in dBase (.dbf) or Excel (.xls) file format, and shall be included on the same media as the design drawing files. OWNER will provide, upon request, the existing GIS map data of the project area, and all associated files, to aid in the preparation of the site drawing. ENGINEER shall deliver to OWNER two (2) flash drives of all electronic format submittals.
 - c. Up to five (5) printed sets of bid plans and five (5) final contract books
 - d. Bid tab sheets in Excel format
 - e. Set of design calculations used to prepare the Itemized Proposal and ENGINEER’s Estimate
7. ENGINEER shall prepare Addenda as appropriate to clarify, correct, or change the bidding documents.

Geotechnical Services

1. ENGINEER shall perform all associated coordination and work to obtain a geotechnical sub-consultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues all in accordance with good Engineering practices. ENGINEER shall provide OWNER a boring areas plan indicating required soil borings along pipe alignment, lift station site, and any areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the Program Manager prior to commencement. *Estimated 25 borings with total vertical footage of 400 VF.*
2. ENGINEER shall deliver complete geotechnical report of all soil boring data with preliminary plans for review. Soil boring data shall be included on plans and with contract bid documents.

Land Acquisition Services

1. Right -of-Way Engineering

ENGINEER shall prepare legal descriptions, route survey plats and/or right-of-way parcel plats, and other materials to be used in the acquisition of right-of-way in accordance with 865 IAC 1-12.

ENGINEER shall proceed with an assignment only upon receiving proper authorization.

ENGINEER shall compare and study in detail all of the title information and survey data and shall calculate or otherwise determine all other data as may be necessary for writing the legal description of every right-of-way parcel.

ENGINEER may, with prior written approval of OWNER, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by OWNER for the purpose of completing the work included in this contract.

ENGINEER may, with the prior approval of OWNER, undertake field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this contract.

Each land plat and each sheet of legal description issued by ENGINEER shall be dated and shall bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by its regularly employed subordinates, and for which he/she takes full responsibility.

Right-of-Way Staking – ENGINEER will provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

Title Research Services – A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property. A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information. When requested, the ENGINEER shall provide title work from the date of the original Title and Encumbrance Report to the present date.

2. Right-of-Way Management and Supervision

ENGINEER shall be responsible for administering, scheduling, and coordinating the activities necessary to certify that the right-of-way has been acquired and the PROJECT(s) is (are) clear for construction letting, including meetings, conferences, and communications with Property Owners, Attorneys, Engineers, Appraisers, Buyers, Relocation Agents, and OWNER.

These Right-of-Way Services include all reasonable services as required to secure the parcels based on the approved engineering design or recommend to OWNER that a parcel be condemned.

ENGINEER will submit proposed names for sub consultants to OWNER for approval prior to contracting for the services.

If Market Estimate reports are required, ENGINEER will be responsible to approve the report prior to acquisition of the parcel. ENGINEER will submit each parcel file to OWNER upon completion of the described services.

At the request of OWNER, ENGINEER shall obtain title work and Guarantee of Title Certificate from a third party. Normal title work will reflect a twenty (20) year search and a title guarantee in the amount of \$20,000.00. In the event OWNER requests title work other than described in the preceding sentence, OWNER and ENGINEER shall mutually agree upon the fee.

3. Appraising

ENGINEER will submit the name of the individuals who will perform the Appraisals to OWNER for approval prior to the work being started. Each appraiser shall be a licensed real estate broker in the State of Indiana and shall have passed an exam given by Indiana

Department of Transportation, Division of Land Acquisition.

No work by the Appraiser shall be sublet, assigned, or otherwise performed by anyone other than the approved Appraiser.

The Appraiser shall examine the plans for this PROJECT and review in the field the various parcels herein designated.

The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel except when a Market Estimate Report is being prepared.

Per Indiana Code 36-1-10.5, two appraisals will be required for parcels with compensation greater than \$25,000.

The appraisals shall be sufficiently documented to meet the minimum standards set out in the Indiana Department of Transportation's Appraisal Handbook as approved by the Federal Highway Administration. The Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws, regulations and standards, including "The Uniform Standards of Professional Appraisal Practice (USPAP)". Any appraisal that does not meet such requirements shall be further documented or reappraised as the case may be without additional compensation to the Appraiser.

The Appraiser shall furnish OWNER with a comparable sales docket consisting of sufficient current sales data in the vicinity of the PROJECT to establish a pattern of values. Each comparable sale property shall be identified by photograph and shall be located on county or township maps which shall be a part of the comparable sales docket.

The Appraiser shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits.

Where an entire property is to be acquired, the estimate of just compensation shall be the market value of the property. Where only a part of the property is to be acquired, the estimate of just compensation shall be that amount arrived at in accordance with the laws governing just compensation applicable to the STATE, including those laws governing compensable and noncompensable items and the treatments of general and special benefits. For either whole or partial acquisitions, the appraisal report shall show what in the appraiser's judgment is a reasonable allocation of the "before value" to the various land, buildings, and other improvements. For partial acquisitions, the appraisal report shall further show a similar allocation of the "after value."

In estimating just compensation for the acquisition of real property, appraisal reports shall, to the greatest extent practicable under State law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public

improvements, other than that due to physical deterioration within the reasonable control of the owner.

Documentation of the estimates of value (either the before, the after, or the acquisition value), of damages, and/or of special benefits shall be by the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the Appraiser shall so state and explain why it is not feasible. In such instances, the Appraiser must then fully explain the reasoning of the after-value estimate.

The appraisal shall conform with statutory and judicial determinations regarding noncompensable items. The Appraiser's report shall contain, as a minimum, the following:

- a. The purpose of the appraisal, which includes an estimated statement of value and the rights or interests being appraised
- b. Identification of the property and its ownership, including at least a five (5) year delineation of title
- c. Statement of appropriate contingent and limiting conditions, if any.
- d. An adequate description of the neighborhood, the property, the portion of the property or interest herein being acquired, and the remainder(s), if any
- e. Identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property to be acquired or damaged
- f. An identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which the Appraiser considered to be a part of the real property to be acquired
- g. The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the Appraiser shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages and/or special benefits to remaining real property.
- h. The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The date of value estimate must be the last date of inspection.
- i. The certification, signature, and date of signature of the Appraiser
- j. Other descriptive material (maps, charts, plans, photographs)
- k. The City project number and parcel identification
- l. That the property owner was given the opportunity to accompany the Appraiser during the inspection of the property

Appraisal reports shall be typewritten, dated, and signed by the individual completing the appraisal prior to being submitted to ENGINEER.

Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report which affects the estimate of just compensation or changes the date of the evaluation. An exception in including all requirements in each appraisal report is permitted where PROJECT data containing the same information has been developed to supplement the reports. In such instances, and appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.

The Appraiser agrees to furnish OWNER with two original and one copy of each appraisal report.

The Appraiser agrees to update reports at the request of OWNER and/or testify in court on behalf of OWNER on any of the parcels described herein.

All information contained in the appraisal report and all parts thereof are to be treated as privileged communication. The Appraiser shall take all necessary steps to ensure that neither he/she nor any member of its staff or organization divulges information concerning the report except to a duly authorized representative of OWNER, until authorized in writing by OWNER to reveal the communication to another designated party.

4. Buying

ENGINEER will submit the name of the individuals who will perform the Buying to OWNER for approval prior to work being started. The Buyer shall be a licensed real estate broker or an attorney licensed to practice in the State of Indiana and shall have passed any exam given the Indiana Department of Transportation Division of Land Acquisition.

No work by the Buyer shall be sublet, assigned, or otherwise performed by anyone other than the Buyer.

No buying activity on any parcel involving relocation may begin until the Relocation Plan (12B) has been approved by OWNER.

The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.

The Buyer shall make a prompt offer in writing to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition. The Uniform Property or Easement Acquisition Offer letter shall be given to each parcel owner or sent by certified mail with return receipt requested. The offer shall include a copy of the approved appraisal.

Upon initiation of buying, the Buyer shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation or the proposed acquisition.

The Buyer shall perform the services under this contract in compliance with the State Buyers Procedure Manual in addition to the following regulations:

- a. Make all reasonable efforts to personally contact each owner of its designated representative and explain the acquisition. In the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
- b. The owner of improvements located on lands being acquired for right-of-way will be offered the option of retaining improvements thereon at the retention value determined by the Appraiser.
- c. A revised offer and summary statement of just compensation shall be provided the owner if:
 - 1) the extent of the taking is revised.

NOTE: If a previous offer has been made to the owner, the revised offer is an example of an OWNER directed second or subsequent offer.

- d. The Buyer shall maintain adequate records to include a buyer's report for each parcel containing but not limited to:
 - 1) the date and place of contact
 - 2) parties of interest contacted
 - 3) offer made
 - 4) counter-offer or reasons offer was not accepted
 - 5) the report must be signed and dated by the Buyer and initialed by the person contacted.
- e. The property owner must be given a copy of the buyer's report on each contact.
- f. When attempts to buy are successful, a signed statement is to be prepared by the Buyer to the effect that:
 - 1) the written offer embodies all considerations agreed to by the property owner;
 - 2) the Buyer understands the acquired property is for used in connection with a City

- project;
- 3) the Buyer has not direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property, and
 - 4) the agreement was reached without coercion of any type.
- g. When attempts to buy are unsuccessful, the Buyer shall record his recommendation for action and submit it to OWNER.
- 1) The recommendation shall consider administrative settlement, including amount of settlement and reasons for a settlement.
 - 2) Otherwise, a condemnation report shall be filled out and submitted to OWNER.

All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he/she does not divulge any of the information to anyone other than a duly authorized representative of OWNER, unless authorized in writing by OWNER to reveal the information to another designated party.

The Buyer may be required to prepare Market Estimate reports for specific parcels on the PROJECT.

ENGINEER shall prepare instruments of conveyance for each parcel to be acquired. Permanent and Temporary acquisitions from the same owner shall always be prepared in separate instruments. Temporary acquisition instruments shall always include an expiration date and the statement "which easement will revert to the owner upon completion of the above designated project".

Once ENGINEER's appraising and buying services have been authorized, ENGINEER shall submit to OWNER a monthly report that summarizes the current status of all parcels to be acquired within the project. The report shall indicate the next activity to be performed on each parcel as well as the responsible party for the activity.

ENGINEER shall be responsible for the recording of all instruments of conveyance with the Hancock County Recorder's Office.

ENGINEER shall submit to OWNER a completed parcel file in accordance with the checklist for assembling secured/condemned parcels provided to ENGINEER.

In fulfillment of this contract, ENGINEER shall comply with the requirements of the appropriate regulations and requirements of the OWNER.

Bidding Phase The bidding phase services shall include the following:

1. Attend Pre-bid Meeting.
2. ENGINEER shall prepare and assist OWNER with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
3. Conformed Contract Documents: The ENGINEER will prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

Construction Phase The construction phase services shall include the following:

1. ENGINEER shall attend pre-construction meeting.
2. ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor (Assumed 4 RFIs). The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review Contractor submitted shop drawings (Assumed 50 shop drawings) for compliance with Contract Documents, as requested by Program Manager. Review shall be to assess if items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, methods, techniques, sequences or procedures of, or to safety precautions, procedures, or programs incident thereto.

ENGINEER shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the Project. ENGINEER shall also evaluate and determine the acceptability of substitute materials proposed by the Contractor.

3. ENGINEER shall be available for site visits during construction and shall assist OWNER in answering Contractor questions. Site visits shall be made only at the request of the OWNER and as ENGINEER's budget allows and shall be paid for using contingency funds.
4. ENGINEER shall be available via conference call for Construction Progress Meetings. Attending a construction progress meeting shall be only at the request of the City and shall be paid for using contingency funds.
5. ENGINEER shall not be responsible for the acts or omissions of the Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the work. ENGINEER shall not be responsible for the failure of the Contractor to

perform or furnish the work in accordance with the Contract Documents.

6. Record Documents. The ENGINEER shall prepare a final record drawing for the project based on information from the contractor and Resident Project Representative. ENGINEER shall submit one (1) electronic version of Record Project Drawings in both PDF and Autodesk file format.

Construction Inspection The construction inspection services shall include the following:

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the City concerning the schedule's acceptability.
2. Conferences: Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City. The Professional shall be available for conferences as requested by the City to review working details of the project. The City may review and inspect the activities whenever desired during the life of the agreement.
3. Liaison: Serve as the City's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the City.
4. Cooperate: Cooperate with the City in dealing with various federal, state, and local agencies having jurisdiction over the project.
5. Obtain from the Contractor
 - a. A list of his proposed suppliers and subcontractors
 - b. Additional details or information when needed at the job site for proper execution of the work
6. Certification of Materials: Check for completeness of certifications of materials delivered to the site.
7. Shop Drawings
 - a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.

OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by OWNER and negotiated fees, ENGINEER can provide the following additional services:

Contingency Tasks (but not specifically limited to):

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement.

- Permit application fees or permit fees
- Studies: Phase I or Phase II Environmental Site Assessment, including sampling for asbestos-containing materials or lead-based paint
- Coordinate and perform utility locates (SUE)
- Undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by OWNER for the purpose of completing the work included in this contract
- Undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by OWNER for the purpose of completing the work included in this contract
- Additional field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this contract

ATTACHMENT B SCHEDULE

The anticipated schedule for the project is shown below based on a Notice to Proceed by May 4, 2026:

Phase	Phase Start	Phase End
30% Design	May 2026	Sept. 2026
60% Design	Sept. 2026	Jan. 2027
90% Design	Feb. 2027	April 2027
Final Design	April 2027	May 2027
Land Acquisition	Sept. 2026	Jun ± 2027
Bid Ready	July 2027	
Construction	August 2027	

ATTACHMENT C COMPENSATION TO ENGINEER

The ENGINEER shall receive compensation for such professional services under Attachment “A” of this Agreement, but shall not exceed the total Lump Sum or Hourly Not-To-Exceed amount of \$ 1,432,100.00 for Task 1 and \$ 2,233,700.00 for Task 2, unless an amendment to this Agreement is executed by the parties that increases the maximum amount payable.

TASK 1

Project Management / Review meetings (Hourly)	\$ 131,100.00
Design (Lump Sum)	\$ 931,800.00
Bidding Phase (Hourly)	\$ 25,600.00
Location Control Route Survey Plat (Hourly)	\$ 50,000.00
Right of Way Acquisition Fees (per parcel basis, est. 17 parcels)	<u>\$ 293,600.00</u>
Total Task 1 Fee	\$ 1,432,100.00

TASK 2

Construction Administration (Hourly)	\$ 125,300.00
Topographic Survey from McKenzie Road to New Road (Hourly)	\$ 48,500.00
Construction Full Time Inspection (Hourly)	<u>\$ 2,059,900.00</u>
Total Task 2 Fee	\$ 2,233,700.00

**ATTACHMENT D
KEY STAFF AND SUBCONTRACTORS OF ENGINEER**

ENGINEER shall include all subcontractors on “Attachment B”. ENGINEER may not remove or otherwise substitute subcontractors indicated on “Attachment B” without consent of OWNER. A failure by ENGINEER to provide the subcontractors as required by this Article shall be considered a material breach of the Agreement.

Commonwealth Engineers, Inc. (Design Reviews (30%, 60%, 90%, and Construction Inspection))

- Al Stong

Sims-Durkin Associates (Electrical and Controls Engineer)

- William Kassebaum
- Joe Sims

CTL Engineering, Inc. (Soil borings / Geotechnical work)

- Shawn Marcum

**ATTACHMENT E
KEY STAFF OF OWNER**

City of Greenfield
Department of Engineering
10 S. State Street
Greenfield, Indiana 46140

Glen Morrow, City Engineer - (317) 325-1322

Nicholas Dezelan, Wastewater Utility Manager – (317) 538-3777

Scott Evans, Sewer Collection System Foreman – (317) 526-0013

ATTACHMENT F MEDIATION PROCESS

1. Purpose of Mediation. This clause provides for the use of Mediation as an alternative means of resolving disputes which may arise under this Agreement. Mediation allows parties to make an educated assessment of their respective cases, and then engage in a negotiated settlement discussion. Such a procedure can save both parties valuable time, resources, and legal costs. Should Mediation be utilized, a Mediation Agreement shall be drafted and adopted which will set forth the governing procedures and terms.

2. When to Invoke Mediation. If a dispute arises under the Agreement, either party may invoke this Mediation clause which will compel participation in Mediation for the purpose of resolving the dispute, provided all of the following conditions have been fulfilled:
 - a. The amount in controversy exceeds **Ten Thousand and 00/100 Dollars (\$10,000.00)**, or other such amount as may be agreed to by the parties in writing, such amount having been determined by both parties as being the minimum disputed claim to justify use of the Mediation procedure;

 - b. Personnel from each party who were directly involved in the dispute at the operational level met and discussed the claim in good faith, but were unable to resolve the matter. The personnel of each party shall prepare and forward to the persons identified in the subparagraph 2(c) memorandum detailing the areas of dispute, why impasse was reached and that it is beyond their ability to resolve the dispute;

 - c. After complying with the subparagraph above, personnel from each party at a higher management level who were not directly involved in the dispute met and discussed the claim in good faith, but were unable to resolve the matter. The personnel of each party shall prepare and forward to the persons identified in paragraph 3 a memorandum detailing the areas of dispute, why impasse was reached and that it is beyond their ability to resolve the dispute; and

 - d. Written notice was given to the other party stating that the above subparagraphs were complied with, and that the Mediation procedure is being invoked for the purpose of resolving the dispute.

3. Notice of Mediation. Notice of Mediation shall identify the dispute at issue and designate an executive officer or other management official who will represent the party at the proceeding. The designated official must possess the authority to settle the matter and have not been involved in the underlying facts in dispute.

4. Response to Notice of Mediation. Within ten (10) business days, the other party shall designate an appropriate official with authority to settle the dispute who will be its representative at the Mediation.
5. Scheduling. No later than thirty (30) days from the date of the notice of the Mediation, the parties' designated representatives and/or their attorneys shall meet to discuss the following:
 - a. Settlement status of the dispute;
 - b. Schedule by which drafts of a Mediation Agreement are to be submitted, and a date by which the Mediation Agreement will be finalized;
 - c. Schedule for Mediation discovery and other preparatory matters the parties deem necessary;
 - d. Whether a neutral advisor shall be employed in the Mediation and, if so, by what means he shall be selected; and
 - e. Time, place, and schedule of the Mediation.

The Mediation Agreement will be finalized and executed by both parties no later than sixty (60) days after the notice of the Mediation. The Mediation will be held within one hundred twenty (120) days after the notice of the Mediation unless extended by mutual consent of the parties.

6. Mediation as Condition Precedent to Arbitration or Litigation. Submission of a dispute under this Agreement to a Mediation procedure shall be a condition precedent to filing arbitration or litigation on any dispute exceeding the amount specified above. Failure to comply with this condition precedent shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and constitute a breach of this clause.
7. Refusal to Participate in Mediation. Refusal of a party to participate in mediation in good faith shall not be established unless:
 - a. All of the specified conditions set forth in paragraph 2 herein have been fulfilled;
 - b. Thirty (30) days have lapsed since initial written notice of the Mediation was given without an affirmative response; and
 - c. Refusal to participate in the Mediation shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and constitutes a breach of this clause.

8. Filing Arbitration or Litigation. No litigation or arbitration or any other binding action shall be initiated by either party unless:
 - a. The amount in controversy is less than or equal to the amount specified paragraph 2 above;
 - b. Despite compliance with this Mediation clause, one party is deemed to have refused (paragraph 7 above) to participate in the Mediation;
 - c. Both parties agree in writing that they intend not to implement the Mediation for the particular dispute in question;
 - d. The Mediation procedure has been completed and thirty (30) days have elapsed since the actual Mediation; or
 - e. Litigation must be filed before the Mediation to comply with the Statute of Limitations on a disputed issue.

9. Dismissal/Stay of Litigation. If one party has filed litigation on a dispute which is otherwise covered by this Mediation clause and which does not meet the exceptions set forth in paragraph 8 herein, the other party may properly seek to dismiss the litigation at its discretion for the purpose of conducting the Mediation as a condition precedent to litigation. If litigation was filed for the purpose set forth in subparagraph 8(e) herein, the filing party shall seek a stay for the purpose of conducting a Mediation. The stay provided for in this Paragraph shall continue for a period of thirty (30) days after completion of the Mediation. The purpose of this thirty (30) day period is to permit the parties full opportunity to discuss settlement.

ATTACHMENT G
INFORMATION PROVIDED BY OWNER TO ENGINEER

1. Comprehensive Engineering Report to include:
 - a. Project identification and description, GIS data
 - b. Funding sources
 - c. Traffic Data
 - d. Capacity and Level of Service Analysis
 - e. Number of Travel Lanes, Intersection Configurations, Turn Lanes, Median Treatment, Shoulders, Sidewalks, etc.
 - f. Alignment and Grade recommendation
 - g. Approximate Bridge Structure, Size and Type
 - h. Pavement Design, Type and Final Pavement Section
 - i. Signal Warrants/Traffic Controls, Street Lighting, Signs, and Pavement Markings
 - j. Phase 1 Environmental Assessment
 - k. Anticipated right-of-way identifying width, type, quantity, and estimated number of parcels
 - l. Utilities and Underground facilities information
 - m. Maintenance of Traffic Analysis
 - n. Estimated Project Budget; construction, right-of-way, and construction inspection
 - o. Bidding and Construction Schedule
2. Provide an OWNER's Representative with decision-making authority on all inquiries.
3. OWNER to provide ENGINEER with the current procedures for preparation of the Contract Document Book.
4. OWNER shall provide ENGINEER with the current version of the standard Contract Documents.