

**LOCAL FUNDED**  
**ENGINEERING AGREEMENT**

THIS AGREEMENT is made and entered into \_\_\_\_\_, 2019, by and between \_\_\_\_\_  
**City of Fishers**, acting by and through its **Board of Public Works and Safety**  
hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

**Butler, Fairman & Seufert, Inc.**

hereinafter referred to as the "CONSULTANT".

**WITNESSETH**

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for the engineering services for the project hereinafter described and,

WHEREAS, the CONSULTANT has expressed a willingness to provide the engineering services for the project hereinafter described and,

WHEREAS, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

North Ellipse Municipal Utility Extensions &  
South Street Municipal Utilities

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", which is attached to this Agreement, and incorporated herein by reference.

Section II Information and Service to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix

"B", which is attached to this Agreement, and incorporated herein by reference.

### Section III Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue Notice to Proceed on all or part of the work included in this Agreement subject to available funding.

### Section IV Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

### Section V General Provisions

#### 1 Work Office

CONSULTANT shall perform the work under this Agreement at the following office(s):  
Butler Fairman & Seufert, Inc. 8450 Westfield Boulevard, Suite 300, Indianapolis, IN 46240.

#### 2. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

#### 3. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense.

#### 4. Access to Records

Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY. The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for

three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY.

5. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, ordinances, and regulations and obtain and pay for all permits that are applicable to the entry into and the performance of this Agreement.

6. Liability for Damages

CONSULTANT agrees to take all necessary precautions for the safety of, and the prevention of injury, loss or death to its employees and agents on or off of the project site and to comply with the provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities applicable to its employees and agents and to CONSULTANT'S performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements including OSHA and IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees and/or agents arising out of an accident or incident which may occur incidental to the construction of the project. CONSULTANT will be responsible in full or in part for the actions of the contractor which are the direct result of the CONSULTANT'S or the consultant's agents' action, direction, or approval. In such case the CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents and employees against any claim or liability due to the negligence of the consultant, including attorneys' fees.

CONSULTANT shall be knowledgeable and fully informed of all national and state laws and all municipal ordinances and regulations in effect as of the time of the contract affecting the work or performance under this Agreement, and shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents and employees against any claim or liability, including attorney's fees, arising from or based on the violation by the CONSULTANT of any such laws, regulations or ordinances.

Consultant shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

CONSULTANT shall be responsible for all damage to life, property and consultant's work caused by errors or omissions of the CONSULTANT, its subcontractors, agents, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the

LOCAL PUBLIC AGENCY, and any employees of it from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the negligent performance of the services under this contract, to the extent that such claim, damage, loss or expense is caused in whole or in part by the CONSULTANT, his subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this contract. The CONSULTANT shall send notice of claims related to work under this contract to:

**City of Fishers  
Attn: Director of Engineering  
One Municipal Drive  
Fishers, IN 46038**

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

7. Workmen's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law, specifically including coverage for the State of Indiana. This agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.

(B) The CONSULTANT shall maintain a Comprehensive General Liability form of Insurance with personal injury of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence with property damage liability limits of Five Hundred Thousand Dollars (\$500,000).

The policy shall include LOCAL PUBLIC AGENCY'S and CONSULTANT'S Comprehensive General Liability on a "blanket" basis to cover the operations of any subcontractors. The policy shall specifically include coverage for "hold harmless" clause (Contractual Liability) contained elsewhere in the Agreement and this shall appear on the certificate. The LOCAL PUBLIC AGENCY'S and CONSULTANT'S Comprehensive General Liability policy shall be written with a limit of One Million Dollars (\$1,000,000).

(C) The CONSULTANT shall maintain a comprehensive automobile form of insurance with personal injury liability limits of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons with any occurrence. Property damage liability insurance shall be maintained with limits of not less than One Million Dollars (\$1,000,000) for any one occurrence. This coverage may be provided either as a separate policy or as a part of the comprehensive general liability form of policy described previously. The automobile insurance must include coverage for all owned, non-owned and hired vehicles.

8. Progress Reports

The CONSULTANT shall submit a Progress Report in a Microsoft Project Ver.4.1a format approved by the Director of Engineering to the LOCAL PUBLIC AGENCY with each request for payment, showing progress to the ending date of the period for which the claim is being made. The report shall consist of a progress chart with the initial schedule and the current status of the work.

9. Changes in Work

In the event of the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and adjustments to time allowed for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

10. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays, if any, shall be compensated for by an extension of time for such period

as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

11. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement for any reason upon written notice.

If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, computer files in a format acceptable to the Local Public Agency and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimates of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis.

If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several items specified in Appendix "C", or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this contract, then the contract is terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this contract, this contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when notice is deposited in the mail addressed to the CONSULTANT at its last known address. No further compensation will be made to the CONSULTANT for work completed, but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements, computer files in a format acceptable to the Local Public Agency and data pertaining to the project, prepared under the terms or in fulfillment of this contract, shall be delivered within twenty (20) days to the CITY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the CITY any damages

it may sustain by reason thereof.

12. Responsibility of the CONSULTANT

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, inspections, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors in its designs, inspections, drawings, specifications, and other services if the errors resulted, independently of all other causes, from negligence of the CONSULTANT.

Neither the LOCAL PUBLIC AGENCY'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

13. Non-Discrimination

The CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of Agreement.

14. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY, nor the CONSULTANT shall assign, sublet, or transfer its interest in this Agreement without the consent of the other.

15. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

17. Notification

All written notices required by this Agreement shall be sent to the parties at the following

addresses:

Local Public Agency:

**City of Fishers  
Director of Engineering  
One Municipal Drive  
Fishers, IN 46038**

Consultant:

Butler Fairman & Seufert, Inc.  
8450 Westfield Boulevard  
Suite 300  
Indianapolis, IN 46240

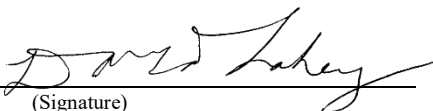
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

LOCAL PUBLIC AGENCY

Butler, Fairman & Seufert, Inc.  
(Typed Firm Name)

City of Fishers, Indiana

BY:   
(Signature)

BY: \_\_\_\_\_  
Scott Fadness – Mayor

David Lahey, Executive Vice President  
(Typed Name & Title)

BY: \_\_\_\_\_  
Jason Meyer – Board of Public Works Member

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
Jeff Lantz – Board of Public Works Member

\_\_\_\_\_  
(Typed Name & Title)

DATE: \_\_\_\_\_



(Form approved by the Attorney General).

### NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
 )  
 )  
COUNTY OF ~~HAMILTON~~ **MARION** )

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed agreement other than that which appears upon the face of the agreement.

\_\_\_\_\_  
Butler Fairman & Seufert, Inc.  
(Firm Name)

\_\_\_\_\_  
8450 Westfield Boulevard

\_\_\_\_\_  
Suite 300

\_\_\_\_\_  
Indianapolis, IN 46240  
(Firm Address)

\_\_\_\_\_  
*[Handwritten Signature]*  
(Signature)

\_\_\_\_\_  
**BRADLEY D. WATSON**  
(Print or type name)

Subscribed and sworn to before me this 28<sup>th</sup> day of June, 2019 .



\_\_\_\_\_  
*Laura J. Morgan*  
Notary Public

\_\_\_\_\_  
(Typed Name)

My Commission Expires: \_\_\_\_\_

## **APPENDIX "A"**

### **SERVICES BY CONSULTANT:**

#### **A. PROJECT DESCRIPTION**

The City of Fishers has significant development plans for the Nickel Plate Area, bordered by North Street, South Street, Lantern Road, and the Nickel Plate Rail. Two large scale developments, hereinafter referred to as; Browning North, and Browning South, located off 116<sup>th</sup> Street and adjacent to the Nickel Plate Rail are finalizing plans and preparing their sites for construction. For these and future sites to develop, watermain and sanitary sewer needs to be constructed to convey the added flow and to accommodate proposed building footprints. In addition, the current sanitary sewer for the Nickel Plate Area connects to a 10-inch sewer in 116<sup>th</sup> before traveling westerly under the Nickel Plate Rail. This 10-inch sewer is currently a bottleneck and discharges to Smock Creek lift station that currently experiences wet weather SSO's. This project is intended to significantly reduce the sanitary flow from the Nickel Plate Area to the Smock Creek lift station by ultimately redirecting this sewer to the south down Lantern Road and into an existing 27-inch interceptor near the intersection of Lantern Road and Fishers Point Boulevard. Consequentially, this will reduce SSO volumes and frequency experienced by the lift station as compared with current conditions.

In addition, current development around Municipal Drive will require the extensions of sanitary sewer and watermain, and a new lift station and associated forcemain. Currently the Hamilton East Public Library, the Nickle Plate District Amphitheater, and the Central Green Pavilion are served by a grinder pump station that is owned and operated by the library and that discharges approximately 100 feet away to a 10-inch gravity sewer. This private pump station will be removed and replaced with a full-sized municipal lift station that will discharge to the same 10-inch gravity sewer. This new lift station will serve the proposed 335 feet of 8-inch sanitary sewer. Future office developments are currently planned to use the 8-inch sanitary sewer. This project will also require watermain extension around Municipal Drive to serve the same future office buildings.

#### **Sanitary Sewer**

The sanitary sewer shall be constructed with planned road and development projects.

##### **North Ellipse Municipal Sanitary Extension**

North Ellipse Sanitary will include the construction of approximately 335 linear feet of 8-inch gravity sewer, a duplex lift station, and approximately 100 linear feet of 4-inch force main. The lift station will be constructed in the northeast quadrant of Municipal Drive just west of the Hamilton East Public Library. The force main will discharge into an existing sanitary manhole located near the southeastern corner of the Hamilton East Public Library. Gravity sewer will be extended from the lift station westerly around Municipal Drive to accommodate future office developments and terminates just west of the intersection of the north-south Municipal Drive and the ellipse Municipal Drive.

##### **South Street Sanitary**

South Street Sanitary will consist of sanitary sewer construction in the South Street corridor from west of the Nickel Plate Rail in front of the Fritz property to the intersection of Lantern and South Street and in the Moore Street corridor from the intersection of Moore Street and South Street north to North Street. Sewer construction is also planned to extend from the proposed Moore Street sewer north of 116<sup>th</sup> westerly behind the historical buildings to maintain their sewer service once the existing sewer in 116<sup>th</sup> under the Nickel Plate Rail is abandoned. This project will occur with the South Street road project that bid in March 2019.

## **Watermain**

The watermain shall be constructed with planned road and development projects.

### North Ellipse Municipal Watermain Extension

North Ellipse Watermain will include the construction of approximately 945 feet of 8-inch watermain, 2 Fire Hydrant assemblies, and other necessary appurtenances. Watermain will be constructed along the Municipal Drive ellipse from the terminus of existing watermain located just west of the Hamilton East Public Library and heads westerly around the Municipal Drive ellipse terminating into existing watermain located at the west end of the ellipse northeast of Fishers Fire Station One. The completion of this project will complete looping watermain around the Municipal Drive ellipse and eliminate two existing dead-ends. This project will be constructed to accommodate current developments around Municipal Drive that are beginning construction of their sites.

### South Street Watermain

South Street Watermain will include the construction of approximately 220 feet of 12-inch watermain, 1 Fire Hydrant assembly, and other necessary appurtenances. Watermain will be constructed south along Moore Street from the existing 20-inch watermain located in 116<sup>th</sup> Street. This project will occur with the South Street road project that bid in March 2019 and will provide future water service to the Browning South development.

## **B. SCOPE OF WORK**

### ADMINISTRATION

Assist the LOCAL PUBLIC AGENCY in administering the project including: technical issues, procurement issues, and financial/legal coordination.

### PERMITTING

Provide technical criteria, written descriptions, and design data for LOCAL PUBLIC AGENCY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the project and assist LOCAL PUBLIC AGENCY in consultations with appropriate authorities including meeting compliance with Citizen's for the water main design. The permits or approvals identified for this project are listed below and further define the scope of work:

Sanitary Sewer Construction Permit – IDEM

Watermain Extension NOI - IDEM

### NORTH ELLIPSE MUNICIPAL UTILITY EXTENSIONS

Scope of Work includes the following design elements:

North Ellipse Municipal Sanitary Extension

North Ellipse Municipal Watermain Extension

Design and prepare preliminary drawings, preliminary design calculations, and preliminary equipment/material review, for the proposed improvements for the benefit of the LOCAL PUBLIC AGENCY. Review with LOCAL PUBLIC AGENCY and have LOCAL PUBLIC AGENCY approve the preliminary drawings for submittal to regulatory agencies. In addition, meet with regulatory agencies to discuss the merits of the preliminary drawings.

Design and prepare final drawings, final design calculations, and final equipment/material selection, for the proposed improvements for the benefit of the LOCAL PUBLIC AGENCY. Review and incorporate utility coordination, water and sewer design elements (if applicable) and permitting feedback. Perform QA/QC on final design. Review with LOCAL PUBLIC AGENCY and have LOCAL PUBLIC AGENCY approve the final drawings.

#### SOUTH STREET MUNICIPAL UTILITIES

Scope of Work includes the following design elements:

- South Street Sanitary
- South Street Watermain

Design and prepare preliminary drawings, preliminary design calculations, and preliminary equipment/material review, for the proposed improvements for the benefit of the LOCAL PUBLIC AGENCY. Review with LOCAL PUBLIC AGENCY and have LOCAL PUBLIC AGENCY approve the preliminary drawings for submittal to regulatory agencies. In addition, meet with regulatory agencies to discuss the merits of the preliminary drawings.

Design and prepare final drawings, final design calculations, and final equipment/material selection, for the proposed improvements for the benefit of the LOCAL PUBLIC AGENCY. Review and incorporate utility coordination, water and sewer design elements (if applicable) and permitting feedback. Perform QA/QC on final design. Review with LOCAL PUBLIC AGENCY and have LOCAL PUBLIC AGENCY approve the final drawings.

#### CONTRACT DOCUMENTS

Prepare Itemized Proposal and Special Provisions and incorporate appropriate Municipality Standards requirements into the plans and specifications. Coordinate the plans and specifications with the leading contract document CONSULTANT. If it is the intention of the LOCAL PUBLIC AGENCY to spread out construction into several phases, repeat the scope of work for this phase each time as required by the LOCAL PUBLIC AGENCY.

#### BIDDING ASSISTANCE

Assist the LOCAL PUBLIC AGENCY and other Consultants in making the Contract Documents available to Bidders as needed, manage questions from the LOCAL PUBLIC AGENCY and Bidders, and assist other Consultants in the issue of Addenda as required. If it is the intention of the LOCAL PUBLIC AGENCY to spread out construction over several phases, repeat the scope of work for this phase each time as required by the LOCAL PUBLIC AGENCY.

#### CONSTRUCTION OBSERVATION

Assist the LOCAL PUBLIC AGENCY and other Consultants following the Bid Recommendation as required. Attend the preconstruction conference, review shop drawings, review working drawings, and make recommendations as to changes in the work in progress.

Consult with and advise the LOCAL PUBLIC AGENCY and other Consultants as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work which apply.

Consult with the LOCAL PUBLIC AGENCY concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Observe the work of the Contractor(s) by periodic visits (one site visit per week) during the active construction period; attend consultations or conferences when requested by the LOCAL PUBLIC AGENCY or other Consultants. Such visits and consultations are separate from and do not include continuous or resident observation services.

Review and evaluate Contractor proposals for contract changes and make recommendations to the LOCAL PUBLIC AGENCY or other Consultants as to acceptance or rejection.

Assist the LOCAL PUBLIC AGENCY or other Consultants in verifying that the project is acceptable upon completion.

#### TOPOGRAPHICAL SURVEY

Provide necessary field surveys and topographic and utility mapping outside of the limits of the previously completed surveys for water resources design purposes.

#### UTILITY COORDINATION

The CONSULTANT shall perform utility coordination which shall include the following:

1. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project
2. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
3. Submit Verification of Existing Facility Letters to the utilities. Attend a preliminary field check meeting if held, and discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
4. Send out Conflict Analysis Letters to all utilities with revised plans and utility information from discussions at the Preliminary Field Check to verify eliminated or additional conflicts with the proposed improvements for the project.
5. Submit Final Plans to Utilities at the same time plans are submitted to the LPA and send out Requests for Work Plans Letters and Work Plan Documents to each utility.
6. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
7. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
8. The CONSULTANT will issue all approved work plan and notice to proceed letters to the utilities unless otherwise directed by the LPA.
9. After relocation plan(s) are approved, the CONSULTANT will determine with the LPA their requested level of involvement during the utility relocation process and coordinate to get utility permits issued if required.

#### SUBSURFACE UTILITY INVESTIGATION

The CONSULTANT shall make or cause to be made a complete subsurface utility investigation including potholing, televising, and location services to identify the projects known conflict points and missing utility location information needed to complete the project.

#### GEOTECHNICAL SERVICES

CONSULTANT will cause soil boring(s) and rock soundings to be performed for the construction of the proposed works included in this agreement. The design shall take into consideration findings of the soils

report. Information required to establish a basis of bid shall be included in the contract documents.

#### RIGHT-OF-WAY ENGINEERING

The CONSULTANT shall provide right-of-way engineering for 1 parcel in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right-of-Way Engineering Procedures Manual.

- Provide a documented 20-year title search (T&E Report) for each parcel prepared by an abstractor as approved by the Indiana Department of Transportation.
- Provide legal descriptions and transfer documents for each parcel. The descriptions shall be prepared and certified by an Indiana Registered Land Surveyor.

#### RIGHT-OF-WAY SERVICES

The CONSULTANT shall provide right-of-way services in accordance with procedures and standards as prescribed by the State of Indiana.

- Provide a simple Appraisal of each parcel
- Provide Buying Services for each fee acquisition parcel
- Provide Buying Services for each right-of-entry parcel
- Provide Management for each fee acquisition services

## **APPENDIX "B"**

### **Information and Services to be furnished by LOCAL PUBLIC AGENCY:**

The LOCAL PUBLIC AGENCY shall, within a reasonable time, so as not to delay the services of the CONSULTANT:

1. Provide full information as to CONSULTANT's requirements for the Project.
2. Assist the CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, and other consultants as LOCAL PUBLIC AGENCY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
4. Give prompt written notice to the CONSULTANT whenever the LOCAL PUBLIC AGENCY observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The CONSULTANT will assist the LOCAL PUBLIC AGENCY in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the CONSULTANT, as requested by the CONSULTANT or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

## APPENDIX "C"

### Schedule:

All work by the CONSULTANT under this Agreement shall be completed and delivered to the LOCAL PUBLIC AGENCY for review and approval, if required, within the following time periods; exclusive of the LOCAL PUBLIC AGENCY'S review time.

#### NORTH ELLIPSE MUNICIPAL UTILITY EXTENSIONS

Project Initiation, Completion of Preliminary Plans, to be completed within N/A calendar days after receipt of notice to proceed.

Completion of Final Plans, Submittal of Permits, to be completed within N/A calendar days after receipt of notice to proceed.

Continual Construction Observation, Shop Drawing Reviews, Coordination with LOCAL PUBLIC AGENCY and CONTRACTOR through project construction completion.

#### SOUTH STREET MUNICIPAL UTILITIES

Project Initiation, Completion of Preliminary Plans, to be completed within N/A calendar days after receipt of notice to proceed.

Completion of Final Plans, Submittal of Permits, to be completed within N/A calendar days after receipt of notice to proceed.

Continual Construction Observation, Shop Drawing Reviews, Coordination with LOCAL PUBLIC AGENCY and CONTRACTOR through project construction completion.



**APPENDIX “D”**

**COMPENSATION**

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$145,100.00 (such total resulting from \$53,900.00 for Municipal Utility Extensions and \$91,200.00 for South Street Municipal Utilities), unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the following work on a lump sum basis in accordance with the following schedule:

**North Ellipse Municipal Utility Extensions  
Fee Schedule Summary:**

Administration	\$ 3,000.00
Permitting	\$ 5,900.00
North Ellipse Municipal Sanitary Extension	\$ 19,800.00
North Ellipse Municipal Watermain Extension	\$ 10,400.00
Contract Documents	\$ 3,800.00
Bidding Assistance	\$ 3,200.00
Construction Observation	\$ 4,800.00
Utility Coordination	\$ 3,000.00

**South Street Municipal Utilities  
Fee Schedule Summary:**

Administration	\$ 5,100.00
Permitting	\$ 2,500.00
South Street Sanitary	\$ 58,500.00
South Street Watermain	\$ 7,400.00
Contract Documents	\$ 4,400.00
Bidding Assistance	\$ 3,200.00
Construction Observation	\$ 6,500.00
Topographical Survey	\$ 3,600.00

3. The CONSULTANT will be paid for the following work under additional services or on a lump sum basis in accordance with the following schedule:

**Fee Schedule Summary:**

Construction Inspection	(to be determined)
Right-Of-Way Engineering	(to be determined)
Right-Of-Way Services	(to be determined)

4. The CONSULTANT shall be reimbursed for direct project-related expenses. Subconsultant reimbursable expenses will be invoiced at cost with no mark-up. Estimated reimbursable expenses are:

Subsurface Utility Investigation	(to be determined)
Geotechnical Services	(to be determined)

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the CONSULTANT, or if the LOCAL PUBLIC AGENCY or any other local, state, or federal agency shall direct or cause the CONSULTANT to relocate or redesign the project, or any part thereof. The LOCAL PUBLIC AGENCY agrees to compensate the CONSULTANT for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the CONSULTANT shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the CONSULTANT in the plans shall be considered as Additional Services.

In the event that the LOCAL PUBLIC AGENCY retains someone other than the CONSULTANT to provide construction inspection, then the LOCAL PUBLIC AGENCY agrees to compensate the CONSULTANT for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The CONSULTANT shall, on behalf of the LOCAL PUBLIC AGENCY, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the LOCAL PUBLIC AGENCY.

C. Method of Payment

Payment shall be made by the LOCAL PUBLIC AGENCY to the CONSULTANT each month as the work progresses.

**APPENDIX “D-1”**

**SCHEDULE OF COMPENSATION**

**BUTLER, FAIRMAN and SEUFERT, INC.**

**2019 HOURLY RATE SCHEDULE**

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 220.00
E-IV	Engineer IV	\$ 192.00
E-III	Engineer III	\$ 166.00
E-II	Engineer II	\$ 125.00
E-I	Engineer I	\$ 95.00
FP-IV	Field Personnel IV – (Project Coordinator)	\$ 175.00
FP-III	Field Personnel III	\$ 143.00
FP-II	Field Personnel II	\$ 109.00
FP-I	Field Personnel I	\$ 87.00
EA-III	Engineer’s Assistant III	\$ 167.00
EA-II	Engineer’s Assistant II	\$ 132.00
EA-I	Engineer’s Assistant I	\$ 96.00
SP-1	Support Personnel I	\$ 66.00
C-II	Clerical II	\$ 110.00
C-I	Clerical I	\$ 72.00
P-III	Planner/Environmental Specialist III	\$ 177.00
P-II	Planner/Environmental Specialist II	\$ 114.00
P-I	Planner/Environmental Specialist I	\$ 84.00

The billing rates are effective January 2019 and may be adjusted annually (beginning January 2020) to reflect changes in the compensation payable to the **ENGINEER**.