

Response to Request for Proposal

The Town of McCordsville

Town Center Drainage Study



Submitted October 28, 2019



A&F Engineering is pleased to respond to this Request for Proposal for the Town Center Drainage Study for the Town of McCordsville, Indiana. Our firm has recently performed similar drainage studies for downtown urban redevelopment.

A&F Engineering has been pleased to serve the Town on past projects and welcomes the opportunity to bring our innovative, yet practical approaches to storm water design and inspection to this project. Our firm has an excellent track record of developing innovative engineering solutions to drainage problems that reduce budgets, increase sustainability, and facilitate project success.

With A&F Engineering, the Town can feel confident they will have a highly-experienced team that is proactive, communicative, organized, and committed to a successful project outcome.

We thank you for your consideration of our qualifications.

Steven J. Fehribach, P.E.
Owner & President

A&F Engineering Co., LLC

8365 Keystone Crossing, Suite 201
Indianapolis, IN 46240

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Why Choose A&F Engineering?

HYDROLOGICAL PLANNING & DRAINAGE DESIGN SERVICES



- Regional Drainage Studies
- Downtown Redevelopment Master Planning
- Innovative BMP Design
- HEC-RAS Stream Modeling
- Feasibility studies
- Utility Impact & Red Flag Analysis
- Value Engineering & Cost Estimation
- Environmental Permitting
- Bank Stabilization

A Reputation for Streamlining Success

Since 1966, A&F Engineering has cultivated a tradition of design excellence applied to a wide portfolio of projects.

Our strong reputation, wealth of experience and longstanding relationships give our team the foresight to secure timely approvals, and control costs. In even the most challenging engineering situations, chances are our engineers and designers have seen it and solved it before. We're ready to apply our ingenuity and innovation to keep projects moving.

One, Source, Many Services

A&F Engineering offers a breadth of services beyond hydrological design, providing our clients both convenience and peace of mind. Our in-house team handles all due diligence, site, roadway, and traffic-related design, for a one-stop-shop service experience throughout the project lifecycle.

Hydraulic Design that Realizes Your Project Vision

A&F Engineering approaches drainage design with skill, talent, and imagination, bringing the latest techniques and approaches to some of the most recognized and enjoyed developments in our communities.

Our team of engineers and designers carefully coordinates and comprehensively plans each unique site project from initial conceptual planning through final design and permitting, ensuring continuity throughout the process. Our site designs are innovative, green, and beautiful, combining the aesthetic and the practical for stunning results.

Storm Water Design Services

Deciphering Stormwater Challenges

In an environment of ever-expanding regulations and burgeoning costs for water quality and detention, A&F Engineering provides clients a diverse array of detention and water quality solutions specifically tailored to site characteristics. These stormwater strategies are designed to minimize cost, streamline maintenance, seamlessly integrate with project character, and maximize curb appeal.



Rain Gardens



Bio-swales



Micro pool systems



Hydrodynamic separation

Putting Best Practices to Work

EPA Stormwater regulations now require developers to address both Stormwater quality and increased post-development Stormwater runoff volume. A&F Engineering leverages decades of experience evaluating regulatory standards to balance owner priorities and site characteristics and develop the right solution at the right cost.

A&F's Approach: McCordsville Town Center

A New Destination in Indianapolis

The McCordsville Town Center Drainage Study is a unique opportunity to impact the future of placemaking in central Indiana. McCordsville is well positioned to continue with tremendous population growth and prosperity in the coming decades. With great planning and execution, this collaborative 'Town Center' effort will radiate outward into a thriving, walkable core that will solidify McCordsville's Town Center as a must-see destination in the greater Indianapolis metropolis.

A&F Engineering will seek to support the vision of the Town residents and officials through innovative engineering practices and through an honest, transparent presentation of all risks, costs and benefits of the features desired by the Town.

In this project, the factor of the project that presents the most exciting challenge is the engineering of the waterway that cuts through the Town Center toward the existing creek.



Stormwater as an Amenity

A&F believes that waterways and the movement of water through artistic features such as fountains brings tremendous value to placemaking. In this project, A&F will leverage extensive knowledge of hydrology to design a solution that provides the desired waterway while minimizing the risk of stagnation and algae growth that can plague waterway features during times of low flow.



A&F's Approach: Research, Collaborate & Challenge

A Landscape Ripe with Potential

This project will require a level of integration across disciplines that is a rare and exciting opportunity. The proposed waterway feature and amenity will make McCordsville a unique, must-see destination if it is designed and constructed with excellence. However, if the factors that affect the ecosystem are not carefully considered, then the waterway could turn into an odorous eyesore. Key factors that A&F would address include:

- How would algae growth be prevented in times of low flow?
- Would pumping systems be warranted to create artificial flow during times between rainstorms?
- How can and will pedestrians and children interact with the proposed waterway amenity?
- What species of waterfowl are desired? How does the drainage and landscape design attract these species and deter undesirable species such as Geese?
- What artistic elements can the waterway include to make rainfall events exciting to watch at McCordsville Town Center?



The Art of Stormwater Management

Stormwater management and design is often treated as a commodity, but at A&F Engineering, we believe that stormwater design is an art that affects wildlife, regional eco-systems and, ultimately, human experience.

Preliminary Assessment of the Town Center Project Site & Vision

The proposed site provides sufficient grade down to the existing creek that allows for flexibility in design of the water surface elevations of the ponds. A&F believes that a traditional interconnected pond system with a fixed water surface elevation will result in undesirable stagnation and algae growth within the system.

A&F would look to differentiate water surface elevations across the ponds to allow for the look and feel of a running creek. Options such as river rock and boulders could be considered if budget allows. Many creative solutions will be considered and presented to the Steering Committee for review.

Steering Committee Collaboration

Often, many of the greatest contributions to major urban redevelopment come from citizens and community leaders involved with the process. A&F will be collaborative and transparent and will work closely with the Steering Committee to ensure that all aspects of the community are considered in the drainage design for the Town Center.



Project Schedule

November 22nd **Contract Execution:** A&F begins preliminary study and base sheet preparation in advance of Kickoff Meeting with McCordsville staff.

December 2nd **Anticipated Kickoff Meeting:** A&F works closely with McCordsville staff and Context Design at kickoff meeting to thoroughly review design options, alternatives and direction for the first phase of design.

January 5th **Preliminary Findings Delivered to Town Staff:** A&F will deliver preliminary findings to town staff prior to the Christmas holiday to allow for staff review prior to the first steering committee meetings.

January 13th **Preliminary Plan Delivered to Steering Committee:** The proposed plan will be delivered to the Steering Committee and will be reviewed at the first Steering Committee Meeting in mid to late January.

February 24th **Intermediate Plan Delivered to Town Staff:** Revisions based on the first Steering Committee meeting outcomes will be delivered to Town staff for review and comment prior to the second Steering Committee meeting.

Early March **Final Steering Committee Meeting:** At the final Steering Committee meeting, A&F will present the report findings and address all comments from the previous meeting. All alternatives that have been considered will be discussed, and the pros and cons of each solution will be presented.

April 1st **Final Plan & Report Delivered:** All of the final revisions based on the Steering Committee feedback will be integrated into the plan, and the finished work product will be delivered on or before the final submission deadline.

A Rich History of Collaboration

In this project, A&F Engineering will leverage a rich history of collaboration with Context Design to deliver stormwater solutions that bring the Town Center vision to reality. A&F aims to support the vision of Context through close collaboration throughout the process.

We believe it is our role in the McCordsville Town Center project to make the architectural vision a reality through creative engineering that supports the artistic vision while minimizing cost and streamlining long-term maintenance. A&F will meet with Context Design regularly throughout the process to bring the Town's vision to life.

Recent Context + A&F Collaboration

- **The Barlow Mixed Use**, Downtown Plainfield
- **Brownsburg Town Center** Master Drainage & Site Improvements
- **McCutcheon High School** Drainage & Athletic Improvements (Lafayette, IN)
- **Crawfordsville High School** Athletic & Site Improvements
- **HSE New Elementary Schools** (Fishers, IN)
- **Carmel New Elementary Schools**(Carmel, IN)
- **Perry Meridian Middle School** (Indianapolis)
- **Southport Middle School** (Indianapolis)
- **Elevate Office Suites** (Brownsburg)
- **Perry Township Schools – Elementary Additions & Renovations** (8 school projects)
- **The Switch**, Downtown Fishers

Project Leadership

KAREN COLLINS, P.E.

SITE DIVISION MANAGER & PROJECT MANAGER



As Project Manager, Karen's responsibilities include the management of projects for municipalities, institutions, land developers, and architectural clients. Karen graduated from Purdue University with a Bachelor of Science degree in Civil Engineering in 1999. She is a licensed Professional Engineer in the State of Indiana, as well as a LEED Accredited Professional.

Karen has more than 18 years of experience in site/civil engineering and project management for residential, commercial, and municipal projects. Her areas of expertise include site feasibility and due diligence studies, zoning review and compliance, master planning, Stormwater management design, construction documentation, and permitting for recreational, commercial, residential, healthcare, institutional, and industrial land developments.

PAUL NASHERT, P.E., HYDROLOGICAL DESIGNER & PROJECT MANAGER



Paul has a long history of urban drainage knowledge that began with a summer job that included managing maintenance for the fountains at the Riverwalk in Downtown Naperville, IL. After this summer job ended, Paul ultimately decided to pursue hydraulics and hydrological design during his undergraduate coursework at Purdue.

Throughout his career, Paul has been given the opportunity to manage and support many major drainage studies of downtown urban core projects. Paul is most passionate about developing creative solutions to complex engineering problems that are not only cost effective, but also environmentally friendly and aesthetically pleasing. Paul understands the importance of artistry in drainage design and is passionate about supporting architectural vision that create great places to live, work and play.

Paul graduated from Purdue University with a Bachelor of Science degree in Civil Engineering in 2004. In 2010, he earned an MBA from the University of Chicago Booth School of Business. He is a licensed Professional Engineer in the State of Indiana.

Project Team

MARK KILGORE, P.E.
HYDRAULIC ENGINEER



Mark has more than 20 years of experience as a Civil Engineer. Storm water management including hydrology and hydraulics is Mark's greatest skill set, having designed FEMA-accepted Flood Studies, detention and retention, bioretention, storm water hydraulic pipe systems, inlet capacities and erosion and stability analysis. Mark is also highly qualified in utility infrastructure review and red flag analysis. He has experience designing sanitary sewer systems including pressurized pipe systems with pump station, as well as public and private water main systems including fire hydrant fire suppression systems.

Mark's passion for drainage design is not limited to the workplace. Mark created a wet detention basin system in his own front yard that has allowed him to closely analyze the characteristics of algae growth, water quality and erosion over the past decade. Mark has a Bachelor of Science in Civil Engineering from the Missouri University of Science and Technology.

MARK MEYERHOLTZ
PROJECT DESIGNER



As a Project Designer, Mark brings artistic vision and touch to the A&F stormwater design team. Mark is also an effective communicator with design team members and other professional practices. His soft skills, leadership and excellent ability to incorporate beauty into the design process have lead to great success over his career.

Mark has more than 20 years of experience in landscape architecture, site design, and project management and administration for residential, commercial, facility, municipal projects, large estate master planning. He also has experience in recreational facility design and green roof design and installation. His area of expertise include site feasibility and due diligence studies, master planning, green roof design, and construction documentation. Mark graduated from Purdue University with a Bachelor of Science degree in Landscape Architecture in 1990. He is also a founding member and current board member of the Hendricks County Purdue Club of Hendricks County.

Similar Project Experience: BROWNSBURG TOWN CENTER MASTER DRAINAGE PLAN



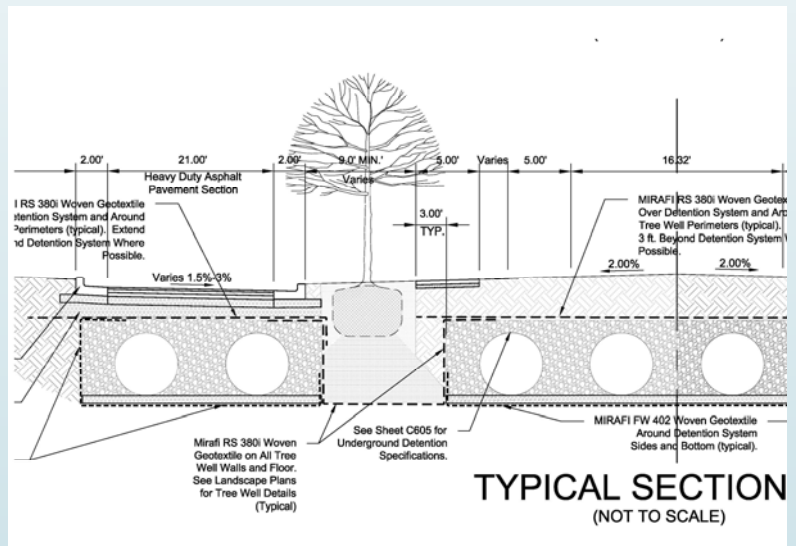
Engineering to Support a Town Vision

In 2016, A&F Engineering was retained to create a master drainage study for the proposed Brownsburg Town Center. This project completely change the landscape at the heart of Brownsburg into a walkable town core for residents, businesses, and retail users.

A&F worked closely with **Context Design** to create a master drainage plan that supported the Town Center Vision, utilizing several creative, approaches to storm water infrastructure that complemented the landscape architect and town's artistic vision for the space.

Value Engineering Stormwater

Due to limited available developable land, The Town of Brownsburg tasked A&F Engineering to design an underground detention system to provide rate control for the overall Town Center project. The A&F team worked diligently to evaluate all viable underground options. After pricing out six different systems, A&F determined that most cost-effective solution for storage was large epoxy-coated underground pipes.



A Creative and Sustainable Approach

A&F Engineering also worked closely with **Context Design** to integrate a bio-filtration system (rain garden) that not only met the water quality requirement, but also reduced the required investment in subsurface storage by 9,000 cubic feet, which reduced the system cost by \$45,000. This element of the project not only significantly reduced costs, but also added a beautiful aesthetic feature to the Town Center.

Similar Project Experience

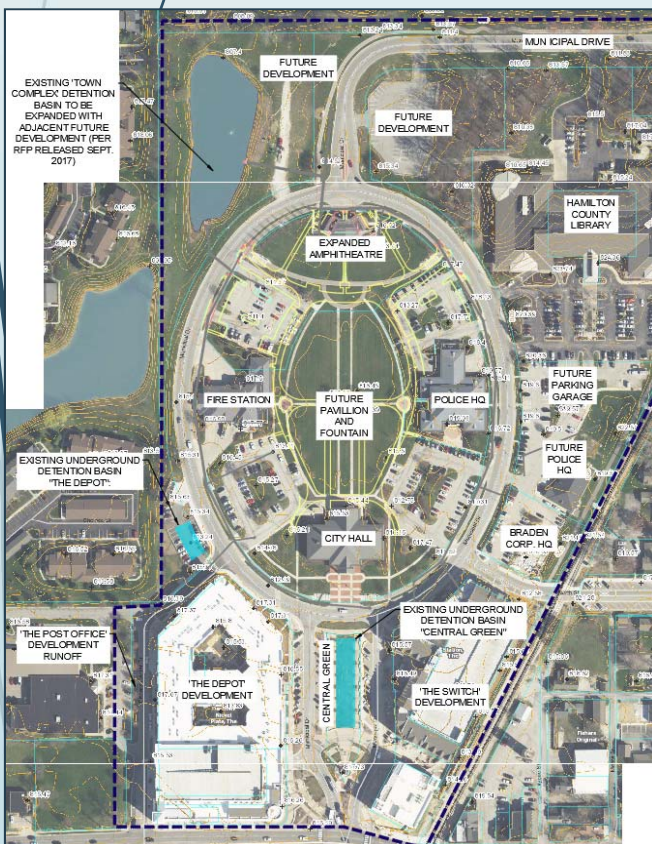


City of Fishers Municipal Campus Master Drainage Study

In 2017, The City of Fishers engaged A&F Engineering to conduct a drainage analysis for the 40-acre Municipal Drive Watershed. This watershed includes the areas adjacent to Municipal Drive in Fishers, Indiana. This area included 16 existing and proposed developments. This project was an extension of the previous 'Fishers Public Green' work that A&F, together with **Context Design**, had completed in 2015. Altogether, A&F played an important role in supporting the vision of the community and Landscape Architect.

Value Engineering Stormwater

In 2017, A&F was able to modify and leverage existing drainage infrastructure in order save the city hundreds of thousands of dollars on water quality and drainage improvements. The proposed storm water quality features included an innovative subsurface drainage system, storm network modifications, and establishing design parameters for future development within the watershed.



Similar Project Experience

Nickel Plate District Regional Drainage Plan

A&F Engineering was selected by the City of Fishers to provide engineering services for the master drainage plan for the City of Fishers 140 Acre Nickel Plate District Watershed. This project included planning all conveyance and detention for the entire study area that will be constructed over the next 5-10 years.

In the context of limited available land for stormwater storage, A&F, together with the City and County Surveyor's office, were able to engineer a solution that utilized an existing waterway to provide a major detention area for the project.



A Creative Detention Solution

In this project, A&F is converting an existing waterway (shown to the right) into a critical stormwater infrastructure element that may also serve as an amenity for nearby residents and visitors. A&F plans to employ significant changes to the landscape as well as wetland style plantings to improve the aesthetic value of this water feature, while minimizing the overall cost of detention for the project.



Similar Project Experience

Indianapolis Metro Airport Master Drainage Plan

A&F Engineering was selected to provide master drainage planning services for the Indianapolis Metropolitan Airport. The aim of the project was to provide master planning for the proposed commercial development of the properties around the airport.

A&F prepared a preliminary master plan for a total of approximately 20 future developments to be completed around the airport. A&F also helped to assess the infrastructure needs for the transportation elements required for the project.



Navigating Creeks, Fowl & Aircraft Safety

In this project, A&F worked closely to evaluate the existing creek network flowing through the property and designed stormwater systems specifically for the airport authority, which required special attention to mitigate the risk of waterfowl and aircraft collisions given the proximity between the creek and the airport runway.





Subconsultants:



Context Design, LLC
Little River Consultants



con.text (kan'tekst)

n. ...2. the whole situation, background, or environment relevant to a particular event, personality, creation, etc.



CONTEXT, LLC is an award-winning landscape architecture and urban design firm founded on a philosophy embodied in its name. Each site, project, client conveys a unique set of influences which characterize the essence of a design challenge. From a keen sensitivity to these influences come solutions which create the *spirit of place*—a place that is one with its *context*.

Our firm is built on enthusiasm for exceptional planning and design, and the technical knowledge to create a realistic vision. We are attentive listeners, carefully synthesizing the program and personality of our clients. Our care and commitment during the planning process will be evident throughout the life of each place we help create or enhance.

CONTEXT is a proud member of the U.S. Green Building Council® and has enjoyed the privilege of collaborating on several LEED®-certified and LEED®-registered projects. Low-impact development and green infrastructure solutions are integral to our core mission.

With licensure throughout the Midwest, CONTEXT is poised to deliver outstanding design and personal service wherever your next endeavor may be. Our talented team of planners, designers and problem solvers is ready to explore the unique challenges and opportunities of your specific project.

CONTEXT is 52% women-owned and carries both WBE and DBE certifications.

Our practice is defined by four primary characteristics:

Principal Involvement: The principals and owners of the company are actively involved in each project. At CONTEXT, a principal is not only responsible for the delivery of each project but also integral to its development, from beginning to end. Hence, we can ensure the highest degree of professional commitment.

Real Participation: Exceptional design is an evolution, not a product, and true collaboration between the client and the design team is essential. We believe in the power of an integrated team effort to inspire creative, thoughtful and viable design solutions.

Responsiveness: We are dedicated to providing outstanding client service that builds long-lasting professional relationships. CONTEXT responds efficiently to our clients' needs because we base our achievements on your success.

Responsibility: As landscape architects, we strive to improve and sustain quality of life by balancing the needs of people with the protection and enhancement of the ecosystems in which we live. As business people and active members of our own communities, we endeavor to serve as role models for respect, fairness, honesty and optimism.

planning
and design
services for the
conservation,
development and
redevelopment
of land



CLARB CERTIFIED
THE STANDARD OF QUALITY

CONTEXT, LLC

12 S. Main Street, Suite 200
Fortville, Indiana 46040
tel 317.485.6900

www.context-design.com

www.context-design.com

HISTORY OF COMPANY

Context was founded as a “one-person shop” in 1998 and has since built its reputation upon thoughtful, responsive, and creative landscape architecture and planning. Now a fifteen-person planning and design studio with projects throughout Indiana and much of the Midwest, we have been fortunate to develop long-standing relationships with many repeat clients. Our breadth of experience across many sectors of work has elevated our ability to be responsive to the unique challenges of each project.

In today’s dynamic and fast-paced world, Context remains focused on people and service as the common threads of all successful business endeavors. We value loyalty and aspire to provide an uncommon level of care to our clients’ needs.

In addition to our portfolio of award-winning projects, Context maintains certifications as a WBE (Women’s Owned Business Enterprise) and a DBE (Disadvantaged Business Enterprise). We recognize that building and maintaining a diverse team is critical to success in the competitive marketplace.

VARIOUS FIRM FACTS

Context was established in 1998. Certified WBE, DBE, and INDOT Pre-qualified.

Our firm has an extensive mixed-use development portfolio. We enjoy more active relationships with developers and urban infill investors than any other landscape architectural firm in the state. Why is that important? Our awareness of what motivates private investment helps inform our planning documents and creates more market-ready development plans.

Context has distinguished itself in the marketplace with owner-level attention to every project. A partner will be integral to your project development from beginning to end. We believe this level of accountability has been a major contributing factor to our company’s success.

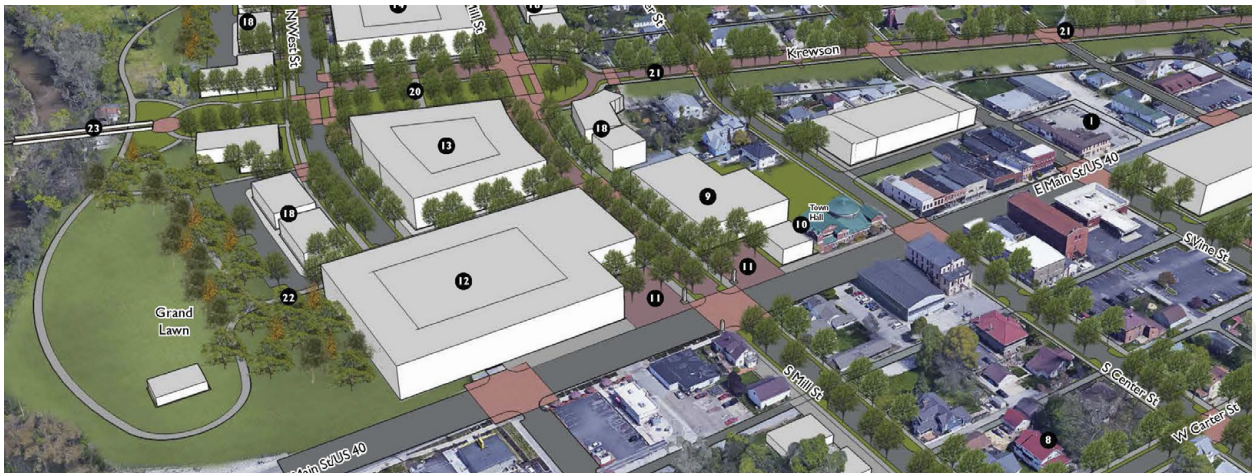
Our firm is purposely single-disciplinary. We choose to collaborate with industry-leading experts for each specific subject matter at hand. This ensures the client gets the best possible service and attention to detail.

Context is built on enthusiasm for exceptional planning and design. We are attentive listeners, carefully synthesizing the program and personality of our clients. Our care and commitment during the planning process is evident throughout the life of each place we help create or enhance.

Professional liability insurance; \$2.0m per occurrence, \$2.0m aggregate.

General liability insurance; \$1.0m per occurrence, \$2.0m aggregate.

Umbrella liability insurance; \$2.0m.



Plainfield Downtown Redevelopment Plan

Context Design was commissioned to study a 10-year plan for how reinvestment in Plainfield's downtown core could spur economic development while retaining the historic fabric of the town. The design team executed an 11-month process of inventory and analysis, schematic design, community engagement, design visioning, and infrastructure planning in concert with Town leadership.

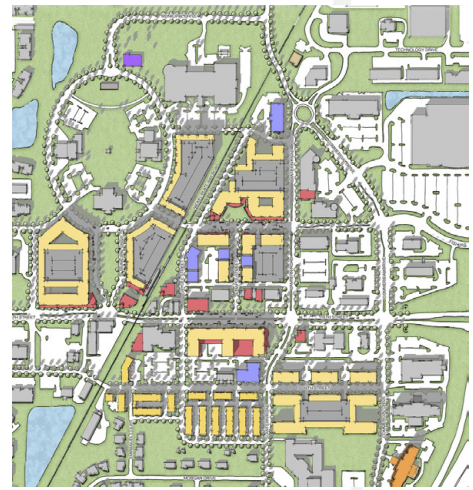
The final booklet and deliverables established proper scale, materiality, character, and density for various phases of public and private reinvestment. Next steps include economic modeling and establishment of zoning overlay standards.

Project Location: Plainfield, Indiana in the downtown boundary

Project Owner: Town of Plainfield

Reference: Andrew Klinger, Town Manager

P: 317- 839-2561 ext 214 E: aklinger@town.plainfield.in.us



City of Fishers Downtown - Nickel Plate District Planning

Context was commissioned to develop a transformative vision for the downtown historic district, creating a pedestrian-friendly, mixed-use neighborhood. to enrich sense of place. A multi-purpose trail and community green spaces link the district and its diverse blend of restaurants, retail, personal service businesses, as well as existing campus amenities like the train depot, municipal offices, and library.

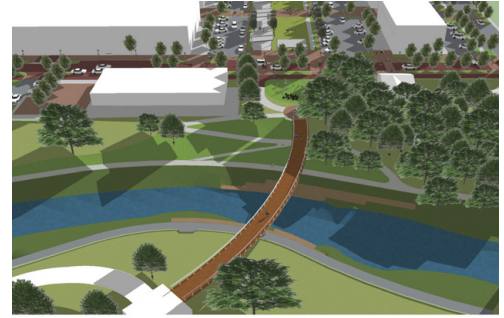
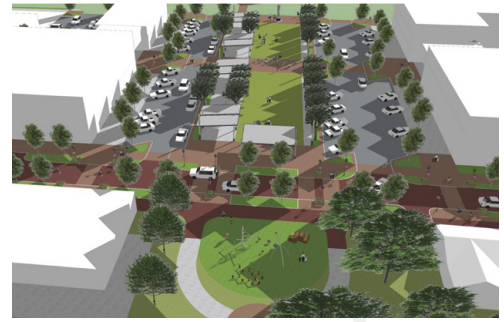
Context also developed a Redevelopment Master Plan for the district, including land acquisition targets, branding of the district, streetscape and parking prototypes, architectural standards, and major civic gathering spaces. Three-dimensional illustrations were developed for focal areas within the district to depict its diverse features and unified character.

Project Location: Fishers, Indiana in the newly-branded Nickel Plate District

Project Owner: City of Fishers

Reference: Mayor Scott Fadness

P: 317- 595-3111 E: mayorfadness@fishers.in.gov



Yorktown Downtown Redevelopment Plan

For years, the Town of Yorktown was simply a bedroom community for the City of Muncie, Indiana. Commuters drove through downtown Yorktown on SR 32 without thinking twice about the 'place' they were traversing. Recently, community leaders mounted a new effort to change this perception. They hired commissioned Context to author a vision for how to encourage sensible, market-viable reinvestment in their community. Subsequent to the plan, Veridus and SLE Analytics have carried the vision into a market study for the area and are working with the Town on land acquisition strategies, business retention and expansion programs, marketing opportunities and now a high-value development project. The momentum for this project plan is just beginning as the Town is working to finalize the funding required for improvements.

Project Location: Yorktown, Indiana on SR 32 between S. West Street and S. Tiger Drive

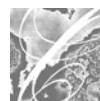
Project Owner: Town of Yorktown

Reference: Mr. Pete Olson, Town Manager

P: 765-759-2203 E: polson@yorktownindiana.org



Résumés



Fred J. Prazeau, PLA, ASLA, CLARB



Partner / CONTEXT, LLC

In Fred's practice as a principal landscape architect and project manager, he has built a reputation as a strong collaborative partner. His approach to design is focused upon carefully understanding and interpreting the client's program and goals. Because he is often called upon to add creative influence and character to projects, Fred's ability to communicate and synthesize solutions with the design team and client is essential to successful projects.

Education and Registration

Registered Landscape Architect /

Indiana, Ohio, Tennessee, North Carolina, Michigan, Kansas, Colorado, Texas

Bachelor of Landscape Architecture / Ball State University, 1997

Professional Affiliations

Council of Landscape Architectural Registration Boards / CLARB Certified Professional

National Chapter + State Chapter / American Society of Landscape Architects

Member / Indiana Association of Cities & Towns (IACT) Associate Member Advisory Council

Member / Indiana Park and Recreation Association

Speaking Engagements

"Sports Tourism Forum - Grand Park Case Study"

Galveston Sports Tourism Forum, Galveston Island, Texas

"Low-Impact Development (LID) Site Design Techniques, Anson Case Study"

Central IN Storm Water Quality Conference, Indianapolis

"Hidden Opportunities in Site Planning"

Hoosier Heartland Green Planning Workshop, Marian University

Civic Service

President, 2012; Vice President, 2006; Secretary, 2009; Executive Committee, 2001-2013 /

IN Chapter American Society of Landscape Architects

Adjunct Faculty / Ball State University, 2002, 2003, 2006, 2017, 2018

Development Committee / Celebrating Catholic School Values, 2010

INASLA Annual Student Awards Program Juror / Ball State University, 2001-2009

Board of Directors and Club President / Fortville Chapter, Optimist International, 2002-2011

Alyssa P. Prazeau, PLA, ASLA, CLARB



Managing Partner / CONTEXT, LLC

As majority owner of CONTEXT, Alyssa oversees day-to-day firm operations and provides valuable experience in serving our public sector clients. She leads our community-based projects where her skills in orchestrating stakeholder input sessions are essential to successful team collaboration.

In Alyssa's seventeen years of experience as a landscape architect and project manager, she has built a reputation as a strong collaborative partner. Her approach to planning and design focuses on careful interpretation of both the spoken and unspoken priorities of each Client. Her ability to synthesize a unique program for each project has earned the trust of numerous repeat clients.

Education and Registration

Registered Landscape Architect / Indiana, Kentucky, Wisconsin, Utah, Pennsylvania
Bachelor of Landscape Architecture / Ball State University, 1997

Professional Affiliations

Council of Landscape Architectural Registration Boards / CLARB Certified Professional
National Chapter / American Society of Landscape Architects
Indiana Chapter / American Society of Landscape Architects
Member / Indiana Park and Recreation Association

Civic Service

Junior Confirmation Instructor / St. Thomas the Apostle Catholic Church, 2009-2016
Parish Council President / St. Thomas the Apostle Catholic Church, 2006-2009
Annual Festival Planning Team / St. Thomas the Apostle Catholic Church, 2002-2010
Releaf Nashville, Neighborhood Team Leader / 2000 ASLA National Merit Award

Joe Mayes LEED AP BD+C

Senior Associate / CONTEXT, LLC



As senior associate, Joe is experienced in large multidisciplinary master planning projects down to uniquely detailed public art projects. This wide range of experience allows him to be fluent in many of CONTEXT's projects and gives him vital experience in master planning and urban design.

Education and Registration

Bachelor of Landscape Architecture / Ball State University, 2006
USGBC, LEED Accredited Professional, Design and Building of New Construction

Professional Affiliations

Member / Indiana Park and Recreation Association
Young Leader / Urban Land Institute

Civic Service

Board Member / Riley Area Community Development Corporation, 2013 - Present
Design Volunteer / Keep Indianapolis Beautiful, 2006 - Present
Committee Member / Reconnecting Our Waterways, 2014 - Present
Committee Member / Meridian Kessler Neighborhood Association, 2007-2010
Board Member / Indy Parks and Recreation, 2007-2010

Liz A. Mooney, PLA, LEED AP, ASLA



Landscape Architect / CONTEXT, LLC

Liz's passion integrates all aspects of urban design and landscape architecture including large scale master plans, through complex detailing and design. She brings a diverse set of experience, ranging from design & visual graphics to technical document production and research & analysis. As a conscientious team member, a registered landscape architect and LEED Accredited Professional, Liz adds value through both traditional and digital graphic communication skills that engage clients and consultants as part of the design process. Liz brings experience in multiple facets of design and planning work. Her current project experience includes corridor studies, parks and recreation planning, trails and streetscapes, and master planned communities.

Education and Registration

Registered Landscape Architect / Indiana

Master of Urban Design / Ball State University, 2011

Bachelor of Landscape Architecture / Ball State University, 2006

Professional Affiliations

National Chapter / American Society of Landscape Architects

Indiana Chapter / American Society of Landscape Architects

Civic Service

Secretary / INASLA, 2016

INASLA Annual Student Awards Program Juror / Ball State University, 2016

Christmas Service Volunteer / United Way, 2012-2015

Committee Member / Adams County, IN Relay for Life, 2010-2012

Committee Member / Moore County, NC Relay for Life, 2007-2009



October 18, 2019

Mr. Ryan Crum
Town of McCordsville
6280 West 800 North
McCordsville, IN 46055

Re: McCordsville Town Center – Drainage Study
Landscape Architectural collaboration with the Selected Civil Engineer

Dear Ryan:

Thank you for the opportunity to engage with the Town's selected Engineering Consultant to ensure aesthetic, thematic, and practical integration of Drainage Infrastructure into the Town Center Master Plan. As described within the RFP, Context anticipates contracting as a subconsultant to the selected Prime Engineer.

Based upon our understanding of responsibilities, Context will participate in Base Services to be made available to all respondents. Each engineering firm can utilize our Base Services as-presented or enhance that role with Supplemental Services they see appropriate to differentiate their prime response.

Context will focus on the following elements of the Drainage Study within our base scope:

- Work side-by-side with the Engineering Consultant to identify drainage strategies that align with the aesthetic and thematic priorities of the Town Center Master Plan.
- Research and recommend green infrastructure applications for validation by the Engineer.
- Research and recommend sustainable materials and enhancements to campus drainage solutions.
- Collaborate with the Engineer to "test-fit" drainage methods into the conceptual land plan alternatives.
- Prepare one (1) Storyboard of precedent images depicting potential character-giving stormwater applications.
- Generate up to two (2) Color 2D plan and/or section illustrations depicting suggested drainage methodologies.
- Generate up to two (2) Color 3D perspective illustrations depicting the aesthetic expression of drainage solutions.
- Participate in up to two (2) Design coordination meetings.
- Participate in up to two (2) Owner and/or regulatory meetings.

We anticipate our Base Services listed above to be a total a lump sum fee of \$11,500.

Although we do not currently anticipate a need for the supplemental services listed below, we can add the following support as needed by the Client:

- Additional regulatory meetings and/or design coordination sessions.
- Additional 2D or 3D color renderings or illustrations.

Please return one executed copy of this agreement to our office and keep one for your records. We anticipate that payment in full will be due upon completion of this phase of work.

We look forward to working with you on this project!

Respectfully,

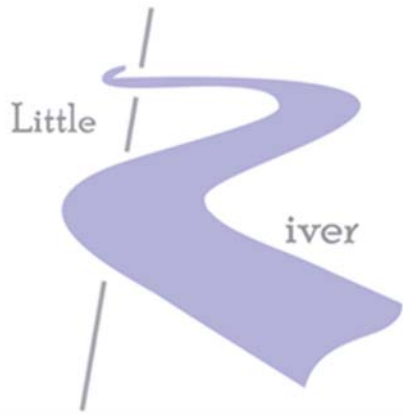
A handwritten signature in black ink that reads "Fred J. Prazneau".

CONTEXT, LLC

Fred J. Prazneau, PLA, ASLA, CLARB
Partner

Authorized Representative

date



Little River Consultants, LLC

Natural Resources Consulting and Services

Little River Consultants, LLC, located in Hendricks County, Indiana, is a Natural Resources firm specializing in wetlands, streams, water quality, and wildlife biology. Little River was established in 2015 on the idea that experienced personnel should remain active participants in projects, and are obliged to mentor the next generation of scientists. Keeping experienced staff involved at the project level provides better products for the client, and results in better management of our natural resources. Mentoring junior staff ensures that tradition continues. Although a fairly new company, Little River is built on experience. Our president has 25 years of experience in the industry, in Indiana and the greater Midwest, with a specific focus on INDOT natural resources projects. We work with our clients to find a balance between progress and conservation, through accurate assessment of onsite resources, and development of mitigation measures that represent a net gain in quantity and quality of the impacted resource. Little River is a certified DBE with the Indiana Department of Transportation (INDOT), and a certified WBE with the Indiana Department of Administration (IDOA), City of Indianapolis, and Indianapolis Airport Authority.

Little River Capabilities

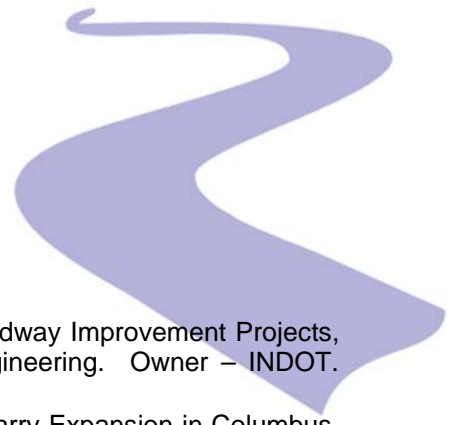
- Wetland Delineations
- Stream Assessments
- Clean Water Act Section 401/404 Permit Applications
- Stream, Wetland, and Habitat Mitigation Design
- Mitigation Construction Oversight
- Mitigation Monitoring
- Macroinvertebrate Collection
- Fish Index of Biotic Integrity
- Habitat Restoration Plans
- Endangered and Threatened Species Habitat Assessment
- Floristic Inventories
- Watershed Studies
- Erosion Control Inspections
- National Environmental Policy Act Documents

Little River Prequalification Categories with INDOT

- 5.1 Environmental Document Preparation - EA/EIS
- 5.2 Environmental Document Preparation - CE
- 5.3 Environmental Document Preparation - Section 4(f)
- 5.4 Ecological Surveys
- 5.5 Wetland Mitigation
- 5.6 Waterway Permits
- 15.1 Erosion Control


Little River Prequalification Categories with IDOA

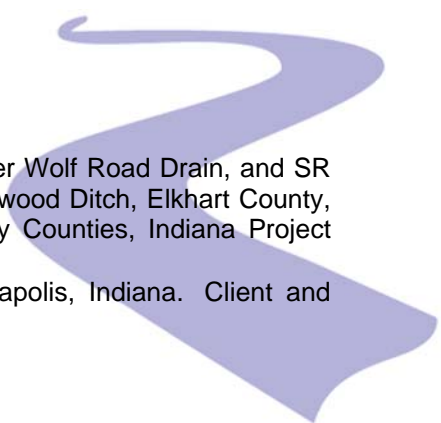
Wetland and Prairie Restoration



Little River Consultants Projects

- Red Flag Investigations and NEPA documents for three SR 26 Roadway Improvement Projects, Pine Village, Warren County, Indiana. Client – Infrastructure Engineering. Owner – INDOT. (2018-2019)
- Stream and Wetland Mitigation Plan and Permit Applications for Quarry Expansion in Columbus, Indiana. Client and Project Owner- USAggregates (2018-2019)
- Wetland Delineation for 13-acre Solar Farm project at Parkland College, Champaign, Illinois. Client – AZTEC Engineering. Owner – Parkland College. (2018)
- Wetland Delineation and Stream Assessment for 45-acre Housing Development at 17th and Arlington Road, Bloomington, Monroe County, Indiana. Client – Bynum Fanyo and Associates. Owner – Trinitas. (2018)
- Wetland Delineation and Stream Assessment for Small Structure Replacement on SR 62 over an unnamed tributary to Laughery Creek, Friendship, Ripley County, Indiana. Client – HNTB. Owner - INDOT. (2018)
- Wetland Delineation and Stream Assessment for Small Structure Replacement on SR 129 over an unnamed tributary to Ripley Creek, Delaware, Ripley County, Indiana. Client – HNTB. Owner - INDOT. (2018)
- Wetland Delineation Bridge Painting Project on SR 337, over Indian Creek, Corydon, Harrison County, Indiana. Client – HNTB. Owner - INDOT. (2018)
- Wetland Delineation for 40-acre Plainfield School Expansion Site, Moon Road, Plainfield, Hendricks County, Indiana. Client – Context Design. Owner – Plainfield School Corporation. (2018)
- Wetland Delineation, Stream Assessment, and Permitting Assistance for Drainage Improvement Project, Clayton, Hendricks County, Indiana. Client and Owner – Town of Clayton (2018)
- Wetland Delineation and Stream Assessment for 23-acre Kennel Club Development, Evansville, Vanderburgh County, Indiana. Client – Crane Environmental. (2018)
- Wetland Delineation and Stream Assessment for 29-acre Outer Lincoln Development, Evansville, Vanderburgh County, Indiana. Client – Crane Environmental. (2018)
- Mitigation Monitoring for 318-foot Relocated Channel and 0.6 acres of Riparian Zone Plantings, along UNT Lick Creek at SR 157, Owen County, Indiana. Client – CHA Consulting. Owner – INDOT. (2018)
- Mitigation Monitoring for 330 feet of Relocated Stream and Riparian Plantings, SR 445 at UNT Beech Creek, Greene County, Indiana. Client – CHA Consulting. Owner – INDOT. (2018)
- Wetland Delineation for 40+ acre Wetland Mitigation Site, Prairie Border Nature Preserve, Jasper County, Indiana. Client – EcoLogic. Project Owner – The Nature Conservancy. (2018)
- Wetland, Stream, and Forested Floodway Mitigation Plan and Monitoring, combined total of 9695 feet of Stream Credits, 9.5 acres Wetland Mitigation, and 0.5 acres Forested Floodway Plantings, French Lick, Indiana. Client: EcoLogic. Project Owner: French Lick Resorts (2016-Present)
- Bat Habitat Inspection, Sugar Creek Trail Extension, Crawfordsville, Montgomery County, Indiana. Client – ICC Group. Owner – City of Crawfordsville. (2018)
- Natural Resources Investigation, Montpelier Community Crossing Project, Jefferson Street, Montpelier, Indiana. Client – ms consultants. Owner – City of Montpelier. (2018)
- Natural Resource Investigation, B-Line Trail Extension Project, Bloomington, Monroe County, Indiana. Client – AZTEC Engineering. Owner – City of Bloomington. (2018)
- Bat Inspection, Concord Road Culvert Replacement, Crawfordsville, Montgomery County, Indiana. Client – Rieth Riley. Owner – INDOT. (2018)
- Mitigation Monitoring for 2.8 acres Wetland Mitigation and 995 feet Stream Mitigation, SR 54 and Ritter Ditch, Bloomfield, Greene County, Indiana. Client – CHA Consulting. Owner – INDOT. (2017-2018)

- 
- Wetland Delineation, Stream Assessment, and Request for Approved Jurisdictional Determination for 187-acre Future Development, Richmond, Wayne County, Indiana. Client and Owner - Economic Development Corporation of Wayne County. (2017-2018)
 - Mitigation Monitoring at 3 sites associated with the Salem Bypass, combined total of 3,179 linear feet of Stream Mitigation, and 6.44 acres of Riparian Zone Plantings, Salem, Washington County, Indiana. Client – CHA Consulting. Owner – INDOT. (2017-2018)
 - Wetland Delineation, Stream Assessment, and Permit Application for 300-acre Indiana University Golf Course Reconstruction Project. Client – Shrewsberry and Associates. Owner – Indiana University. (2017-2018)
 - Mitigation Monitoring of 455 linear feet of Stream Restoration with Riparian Buffer on Auburn Branch of Turkey Pen Creek, Greenwood, Johnson County, Indiana. Client – CHA Consulting. Owner – INDOT. (2017)
 - Mitigation Monitoring for 5,700 linear feet of Buffer Zone Plantings and 2-stage Ditch Construction on Rogers Ditch, Sullivan County, Indiana. Client – CHA Consulting. Owner – INDOT. (2017)
 - Wetland Delineation and Stream Assessment Team Member at Muscatatuck Urban Training Center (approximately 600 acres), Butlerville, Indiana. Client – Davey Resource Group. Project Owner – Department of Defense. (2017)
 - Wetland Delineation and Stream Assessment for Road Reconstruction and Bridge Replacement along Stipp Road and Moores Creek Road, Monroe County, Indiana. Client – AZTEC Engineering. Project Owner – Monroe County Highway Department. (2017)
 - Wetland Delineation and Stream Assessment for 23-acre Hamilton Southeastern Consolidated School Corporation Expansion Site, Fishers, Hamilton County, Indiana. Client – Context Design. Owner – Hamilton Southeastern Consolidated Schools. (2017)
 - Wetland and Stream Assessments for planned sidetrack along 7 miles of existing railroad, Scott County, Indiana. Client - Janssen & Spaans Engineering. Project Owner – Indiana & Louisville Railroad (2016-2017)
 - Wetland Delineations and Stream Assessments for planned added travel lanes along 14 miles of I-65, Jackson and Bartholomew Counties, Indiana. Client – Beam, Longest, and Neff, LLC. Project Owner – Indiana Department of Transportation (2016)
 - Vascular Plant Inventory at Muscatatuck Urban Training Center (approximately 600 acres), Butlerville, Indiana. Client – Beam, Longest, and Neff. Project Owner – Department of Defense (2016)
 - Wetland Determination, Stream Assessment, and Clean Water Act Section 401/404 permit application for trail project in Carmel, Indiana. Client – USI. Project Owner – City of Carmel (2016)
 - Wetland Determination, Stream Assessment, and Clean Water Act Section 401/404 permit application for two bridge replacements in Putnam County, Indiana. Client – Parsons, Cunningham, and Shartle. Project Owner – Putnam County Highway Department (2016)
 - Wetland and Waterways Delineation, Stream Restoration Plan, and After-the-Fact Permit application for Dam Construction Project in Seymour, Indiana. Client – VET Environmental Engineering (2016)
 - Stream Assessment, After-the-Fact Permit application, and Stream Restoration Design for Quarry Operations in Owen County, Indiana. Client – VET Environmental Engineering (2015-2016)
 - Wetland Delineation and Stream Assessment for 60-acre Quarry Expansion in Columbus, Indiana. Client and Project Owner- USAggregates (2016)
 - Monitoring well installation for I-69 Wetland Mitigation Sites, Bloomington and Martinsville, Indiana. Client – Crane Environmental Services (2016)
 - Development of Assessment Methods and Procedures for eight Two-Stage Ditches in Howard County, Indiana. Client and Project Owner – Howard County. (2016)
 - NEPA document for Housing/HUD Project at North Rogers Street and 11th Street in Bloomington, Indiana. Client – Bruce Carter Associates. Project Owner – City of Bloomington (2016)
 - Stream Assessment and After-the-Fact Permit application for Dam Construction Project near Birdseye, Indiana. Client – VET Environmental Engineering (2015)
 - SWPPP and Rule 5 permit application for Capping of Landfill near Martinsville, Indiana. Client and Project Owner – Morgan County. (2015)

- 
- Clean Water Act Section 401/404 permit applications for SR 205 over Wolf Road Drain, and SR 114 over Branch of Calf Creek, Whitley County, for SR 6 over Darkwood Ditch, Elkhart County, and for SR 114 over East Fork Clear Creek, Huntington & Whitley Counties, Indiana Project Owner – INDOT (2015)
 - Wetland and Stream Determination for 14 acre property in Indianapolis, Indiana. Client and Project Owner – Sheehan Development. (2015)



Appendix A:

Draft Contract



CONTRACT

THIS CONTRACT is made and entered into _____, 20____, by and between the TOWN OF MCCORDSVILLE, Indiana, acting by and through the TOWN COUNCIL, hereinafter referred to as the "TOWN", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the TOWN desires to contract for engineering services required to furnish a town center drainage study in the TOWN of MCCORDSVILLE; and

WHEREAS, the CONSULTANT has expressed a willingness to provide engineering services required to furnish a conceptual design with cost estimates for a town center drainage study in the TOWN of MCCORDSVILLE;

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

Section 1 Services by CONSULTANT

1.1 The services to be provided by the CONSULTANT under this Contract are as set out in Appendix "A", attached to this Contract, and made an integral part hereof.

Section 2 Information and Services to be Furnished by the TOWN

2.1 The information and services to be furnished by the TOWN are as set out in Appendix "B", attached to this Contract, and made an integral part hereof.

Section 3 Schedule and Notice to Proceed

3.1 The CONSULTANT shall begin the work under this Contract on November 22, 2019.

Section 4 Compensation

4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "C", attached to this Contract, and made an integral part hereof.

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing, Suite 201, Indianapolis, Indiana 46240.

5.2 Employment

During the period of this Contract, the CONSULTANT shall not engage on this project on a full or part time or other basis any professional or technical personnel who are or have been at any time during the period of this Contract in the employ of the TOWN except regularly

retired employees.

5.3 Covenant Against Contingent Fees

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the TOWN shall have the right to annul this Contract without liability, or, at its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.4 Subletting and Assignment of Contract

No portion of the work under this Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the TOWN. Consent to sublet, assign or otherwise dispose of any portion of the work under this Contract shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract. A subcontractor shall not subcontract any portion of its work under this Contract. CONSULTANT understands and agrees that it shall remain responsible for the work under this Contract as if directly performed by CONSULTANT.

5.5 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 TOWN. 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 their possession and any such loss or damage shall be restored at their expense. Full access to the work during the progress of the work shall be available to the TOWN.

5.6 Access to Records

The CONSULTANT and their 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 Contract and for three years from the date of final payment under the terms of this Contract, for inspection by the TOWN and copies shall be furnished if requested.

5.7 Compliance with State and Other Laws and Standard of Care

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 they will comply with any and all Local, State, and Federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract. CONSULTANT expressly represents that the basic services covered by this Contract will conform to the information furnished to or by the TOWN to CONSULTANT, and that such basic services will be performed in a timely manner, in a professional manner and in accordance with the industry standards. In addition, CONSULTANT acknowledges that it knows of the TOWN'S intended use and expressly represents that the basic services covered by this Contract which have been selected, provided or performed by CONSULTANT, based upon such use, will be fit and sufficient for the particular purposes intended by the TOWN. CONSULTANT shall be responsible for the quality, technical accuracy, and the coordination of the basic services, furnished by CONSULTANT under this Contract. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its basic services if the errors or deficiencies result, independently of all other causes, from the negligent acts or omissions of CONSULTANT.

5.8 Responsibility for Claims and Liabilities and Indemnification

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractors, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent. CONSULTANT shall indemnify and hold harmless the Town, the Town's officers, officials, both elected and appointed, and employees, and agents from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professional and all court or arbitration or other dispute resolution costs) caused by and/or arising out of the negligent acts, errors, or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's subcontractors in the performance and furnishing of CONSULTANT'S services under this Contract.

5.9 Status of Claims

The CONSULTANT shall be responsible for keeping the TOWN 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 the TOWN.

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the TOWN for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana with ratings of at least A.M. Best of B+ or better covering all operations under this Contract 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 TOWN, showing that this section has been complied with. During the life of this Contract, the CONSULTANT shall furnish the TOWN 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 ten (10) days written notice has been given to the TOWN. In the event that such written notice of change or cancellation is given, the TOWN may at its option terminate this Contract 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. This Contract shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$1,000,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 in any one accident, and not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.
- (D) Professional Liability Insurance in the amount of not less than \$2,000,000.00 for CONSULTANT's failure to perform the services in accordance with the

terms of this Contract.

5.11 Changes in Work

In the event the TOWN requires a major change in scope, character or complexity of the work after the work has progressed as directed by the TOWN, adjustments in compensation to the CONSULTANT and in time of performance of the work as modified, shall be determined by the TOWN in the exercise of its honest and reasonable judgment and 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 TOWN.

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the TOWN in the exercise of its honest and reasonable judgment, it being understood, however, 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 TOWN of any or its rights herein.

5.13 Abandonment and Termination

- (A) The TOWN reserves the right to terminate or suspend this Contract at any time, with or without cause upon written notice. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, this Contract shall terminate and the TOWN may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.
- (B) If the TOWN shall abandon or terminate the services herein mentioned, the CONSULTANT shall deliver to the TOWN all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the TOWN. The earned value of the work performed shall be based upon an estimate 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 made by the TOWN in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis; provided however, in no event shall CONSULTANT be entitled to or paid for services that have not been rendered.
- (C) 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 times herein before specified, or within such further extension or extensions or time as agreed upon, the TOWN may, in addition to its rights to terminate this Contract with or without cause at any time,

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 deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the TOWN may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- (D) In case the TOWN shall act under any provision of this Section 5.13, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements 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 TOWN. 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 TOWN any damage it may sustain by reason thereof.

5.14 Successors and Assignees

The TOWN, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds their successors, executors, administrators and assignees, to the other party of this Contract 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 Contract. Except as above set forth, neither the TOWN nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Contract without the consent of the other.

- 5.15 Nondiscrimination. In carrying out the obligations under this Contract, neither CONSULTANT nor any person or entity acting by or through CONSULTANT, shall discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. Any violation of this covenant may be regarded as a material breach of this Contract.

- 5.16 Litigation and Attorneys' Fees. In the event it shall become necessary for TOWN to bring suit to enforce any provisions of this Contract, the TOWN shall be entitled to recover, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees (including attorneys' fees and costs of appeals) incurred by TOWN.

- 5.17 No Investment Activities in Iran. As required by I.C. 5-22-16.5, the signature entered on behalf of the CONSULTANT below constitutes the CONSULTANT's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by Senate Enrolled

Act 231, effective July 1, 2012.

5.18 E-Verify. CONSULTANT shall enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. CONSULTANT shall not knowingly employ or contract with any unauthorized alien. CONSULTANT shall not retain an employee or contract with a person that CONSULTANT subsequently learns is an unauthorized alien. CONSULTANT shall require all subcontractors who perform work under its contract to certify to CONSULTANT that:

- (1) Subcontractor does not knowingly employ or contract with an unauthorized alien;
and
- (2) Subcontractor has enrolled and is participating in the E-Verify program.
CONSULTANT agrees to maintain this certification at least two years after the term of a contract with subcontractor.

5.15 Supplements

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

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

A&F ENGINEERING CO., LLC.

TOWN OF MCCORDSVILLE, INDIANA

BY _____
Karen K. Collins, P.E.
Division Manager

BY _____
Tonya Galbraith
Town Manager

Attest:

Attest:

BY _____
Martha Pearson
Office Manager

BY _____

APPENDIX A

SCOPE OF SERVICE:

PHASE I TOWN CENTER DRAINAGE STUDY

Purpose:

The scope of this project included:

- Determination of the future stormwater system capacity for the 138 acres (plus adjacent ROW) study area based upon estimated impervious surface coverage and compliance with McCordsville's Stormwater Management Ordinance and Technical Manual.
- Initial concept includes two pond features with a connecting linear waterway. A controlled water surface elevation, allowing nearby pedestrian access, is a desired feature of the waterway . The Consultant will make recommendations for new ideas for the consideration of the Town and Context Design.
- Review of the existing stormwater infrastructure for the McCordsville Commons located at the corner of Broadway and Mt. Comfort to determine capacity of the individual existing system components and how it can be incorporated into the overall system.
- Perform a non-binding Wetland Analysis to establish if any regulated wetlands exist on the property, and if so, their general extent, location, and what state/federal permits may be needed.
- Obtain Town Center Steering Committee input into the planning process by attending a maximum of 2 Steering Committee meetings.
- Conceptual design of a stormwater detention system that minimizes the impact on developable property and promotes a recreational and/or aesthetic amenity with assistance from Context.
- Budget Cost Estimate for stormwater improvements.
- Red-flag Review: Investigate any environmental, historical, archaeological, architectural sites, and/or permit needs.
- Provide drainage study, along with a conceptual site plan and typical sections for each stormwater feature. The conceptual plans and sections shall be graphical representations and shall be in color.
- Provide exhibit showing areas required for stormwater improvements on specific parcels.

Preliminary Design Standards:

The drainage study will be performed to meet the following requirements:

1. McCordsville Stormwater Management Ordinance
2. County Stormwater Regulations
3. IDEM Standards & Regulations
4. NPDES Rule 5 Standards & Regulations

Topographic Information:

No topographic survey will be conducted with this contract. The TOWN will provide the CONSULTANT with shape files of the project area and the CONSULTANT will utilize GIS data to gather topographic information, storm sewer information, existing utility information, property lines, and any other available information to best determine the existing conditions sufficient for preliminary design.

Construction Plans:

The drainage plan will create criteria upon which future construction plans will be based. No construction plans are included in this contract.

Bridges:

Bridges shown in cross sections will be conceptual. Bridge design is excluded from this contract.

Construction Cost Estimates:

Construction costs will be estimated by conducting quantity take offs from the drainage plan design. A 15-25% contingency and a 2-5% annual inflation rate will be applied to obtain the final construction estimate for the projected construction date.

Limitation of Work Elements:

It is acknowledged by both the CONSULTANT and TOWN that the scope of these services is of limited nature and a follow-up contract is required to complete the design and attain exact quantities and estimates of this project. Upon completion of this preliminary design and grant paperwork, the CONSULTANT should be able to identify with reasonable accuracy the approximate scope and projected construction costs. No detained drainage design, bridge design, permitting, or outside agency coordination will be performed with this preliminary contract.

APPENDIX B

SCHEDULE:

The project schedule is as follows:

November 12 th , 2019:	Selection by Town Council
November 22 nd , 2019:	Contract Executed
December 2 nd , 2019:	Anticipated Kick-off meeting with Town staff
Mid-Late January, 2020:	Steering Committee Meeting
Early March:	Steering Committee Meeting
April 1 st :	Anticipated Completion Deadline

*Note: Delays in the Kick-off Meeting and/or Steering Committee Meeting dates may affect the overall schedule.

APPENDIX C

FEES:

The fees to provide the services outlined in the scope of work are as follows:

1. The lump sum fee to provide the services outlined in The Town Center Drainage Plan is \$48,445.00. This fee includes:
 - a. \$11,500 to subconsultant Context Design, LLC.
 - b. \$3,500 to subconsultant Little River Design
2. The fee to attend any additional meetings not included in the scope of work will be billed based on the hourly rate schedule.
3. The fees to provide additional services, if required, will be billed on the basis of an hourly rate as shown in the hourly rate schedule. However, a lump sum or maximum fee will be offered if the scope of work for any additional services can be defined.
4. Hourly Rate Schedule:

a. Principal	\$215.00
b. Division Manager	\$210.00
c. Project Manager	\$175.00
d. Drainage Engineer	\$140.00
e. Designer	\$115.00