

## **CONTRACT**

THIS CONTRACT is made and entered into May 10, 2022, by and between the TOWN OF MCCORDSVILLE, Indiana, acting by and through its Town Council, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

### **WITNESSETH**

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to perform the preliminary engineering design services and the right of way engineering acquisition service for the intersection improvement at the intersection of Broadway and CR 600 W in the McCordsville town limits; and

WHEREAS, the CONSULTANT has expressed a willingness to provide engineering services required to perform the preliminary engineering design services and the right of way engineering acquisition service for the intersection improvement at the intersection of Broadway and CR 600 W in the McCordsville town limits;

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 LOCAL PUBLIC AGENCY

2.1 The information and services to be furnished by the LOCAL PUBLIC AGENCY 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 June 1, 2022.

#### 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 LOCAL PUBLIC AGENCY 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 LOCAL PUBLIC AGENCY 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 LOCAL PUBLIC AGENCY . 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.

### 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 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 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 LOCAL PUBLIC AGENCY.

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 LOCAL PUBLIC AGENCY and copies shall be furnished if requested.

5.7 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 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.

5.8 Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent.

5.9 Status of Claims

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 the LOCAL PUBLIC AGENCY.

5.10 Workman'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 Contract, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana 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 LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Contract, 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 ten (10) 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 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 \$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.
- (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 coverage shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period. Professional Liability insurance shall be not less than \$1,000,000 per claim and aggregate.

#### 5.11 Changes in Work

In the event 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 in time of performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY 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 LOCAL PUBLIC AGENCY.

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 LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, 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 LOCAL PUBLIC AGENCY of any or its rights herein.

5.13 Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Contract upon written notice.

- (A) 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, 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 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 a made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis.
- (B) 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 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 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 LOCAL PUBLIC AGENCY 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.

- (C) In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, 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 LOCAL PUBLIC AGENCY . 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 LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

#### 5.14 Successors and Assignees

The LOCAL PUBLIC AGENCY, 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 LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Contract without the consent of the other.

#### 5.15 Supplements

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

#### 5.16 Non-Discrimination

CONSULTANT agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

5.17 E-Verify

Pursuant to Ind. Code § 22-5-1.7-11, CONSULTANT, by entering into this Contract with LOCAL PUBLIC AGENCY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. CONSULTANT is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. CONSULTANT hereby states that it does not knowingly employ an unauthorized alien. CONSULTANT further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

5.18 Non-Appropriation

The Parties acknowledge that LOCAL PUBLIC AGENCY is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Contract, LOCAL PUBLIC AGENCY'S fiscal body should fail to appropriate sufficient funds to continue this Contract, it will become null and void. LOCAL PUBLIC AGENCY shall not be obligated to perform unless and until sufficient funds are appropriated. LOCAL PUBLIC AGENCY agrees to seek funding for the continuation of this Contract during each budget cycle during the initial term or subsequent term of this Contract. LOCAL PUBLIC AGENCY agrees to inform CONSULTANT in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

5.19 Governing Law and Venue

This Contract shall be governed, construed, and enforced in accordance with laws of the State of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Contract.

5.20 Severability

The invalidity of any section, clause, or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Contract.

5.21 Counterparts

This Contract may be executed simultaneously in one or more counterparts, each of which


shall be considered an original, but all of which together constitute one Contract. Delivery of this Contract may be accomplished by facsimile.

5.22 Headings

The headings of this Contract are for reference only, and shall not limit or otherwise affect the terms or provisions of this Contract.

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

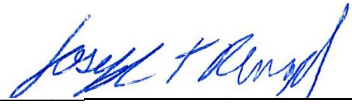
A&F ENGINEERING CO., LLC.

BY   
Steven J. Fehribach, P.E.  
President

TOWN COUNCIL  
TOWN OF MCCORDSVILLE, INDIANA

BY \_\_\_\_\_  
Thomas R. Strayer, President

Attest:

BY   
Joseph T. Rengel, P.E., PTOE  
Vice President

Attest:

BY \_\_\_\_\_



## APPENDIX "A"

### SCOPE OF WORK

#### Preliminary Engineering Design Services:

- A. The CONSULTANT shall prepare plans and estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for a Public Meeting, no further work shall be done on the plans, unless and until specifically directed by the LOCAL PUBLIC AGENCY. Plan and profile sheets shall be drawn to a scale of 1"=20' for urban areas or 1"=50' for rural areas. Road detail sheets shall be drawn to a scale of 1"=20'.

With the approval of the preliminary plans, the CONSULTANT shall prepare contract plans, special provisions for specifications, and final cost estimates for the construction of the signs, road, and bridge. The cost estimates for construction shall be prepared according to the current practices of the Indiana Department of Transportation and shall include all types of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL PUBLIC AGENCY, through its own forces or through other party or parties will perform the actual construction, or engineering. The unit prices to be used shall be in accordance with the methods used by the Local Public Agency.

The CONSULTANT shall attend all such conferences with the officials of the LOCAL PUBLIC AGENCY and other interested agencies as may be required in connection with the work and to make his services available to the LOCAL PUBLIC AGENCY during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

- B. The CONSULTANT shall identify and notify all affected Utilities and coordinate plans for utility relocation. The Consultant shall prepare all required utility relocation agreements. The Consultant shall maintain a record of all utility contracts to be submitted to the LPA.

The cost of this work is included in the design fees.

- C. The CONSULTANT shall make or cause to be made a complete roadway geotechnical investigation in accordance with "Requirement for Geotechnical Investigations" dated 1 November 1984. A copy of the document is on file with the Indiana Department of Transportation and same is incorporated herein by reference and is made part hereof. For bridge structures the CONSULTANT shall make or cause to be made the necessary borings and sub-surface explorations and the analysis thereof in accordance with "General Instructions for Bridge Structure Investigations," dated 1 June 1984, a copy of which is on file with the Indiana Department of Transportation and the document is incorporated herein by reference and is made a part hereof. Prior to making the borings, the CONSULTANT shall submit boring specifications and boring locations and sketches of each structure for approval of the LOCAL PUBLIC AGENCY. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the foundation. In the event more extensive boring, sampling, and testing is needed, a supplemental agreement shall be executed to pay for the additional work. The Consultant shall backfill bore holes or cause to be backfilled in accordance with "Aquifer Protection Guidelines" dated December 9, 1987. A copy of the document is on file with the Indiana Department of Transportation, Division of Materials and Tests, Geotechnical section.
- D. Upon completion and final approval of the work by the LOCAL PUBLIC AGENCY, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following, which shall become the property of the LOCAL PUBLIC AGENCY:
- 1 - Set of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 24" sheets prepared with the following process: ink or electrostatic printing on mylar for the Title Sheet and Estimate of Quantity Sheet. All other sheets, except cross-sections, to be electrostatic printing, ink or pen on mylar. The cross-sections for computing earthwork quantities shall be on approved cross-section medium, in ink or electrostatic printing.
  - 1 - Set of plan sheets and all right of way plats in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
  - 1 - Set of Special Provisions for the Specifications.
  - 1 - Copy of the construction cost estimates.
  - 1 - Copy all design computations, Indexed, Paged, and Bound.

Additional general data shall be issued at the mutual agreement of the CONSULTANT and

the LOCAL PUBLIC AGENCY. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.

- E. Bidding Phase Services - The services for this phase will include the preparation of the Contract Documents for bidding through the Indiana Department of Transportation.
- F. In fulfillment of this Agreement the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the LOCAL PUBLIC AGENCY and other public agencies having a legal jurisdiction over the project.

Right-of-Way Services:

The CONSULTANT shall provide the following Right-of-Way Services to secure the needed right-ofway for the project. These Right-of-Way services include all reasonable services as required to secure the parcels based on the approved engineering design or to recommend to the LOCAL PUBLIC AGENCY that a parcel be condemned. The CONSULTANT will assure that either the appraiser or buyer will provide each parcel owner with a copy of “How Land is Purchased for Highways”.

1. **Appraisals** – The CONSULTANT will provide Indiana Department of Transportation (INDOT) approved appraisers to complete the appraisal work. The CONSULTANT will submit the name of the individual(s) who will perform the appraisals to the LOCAL PUBLIC AGENCY for approval prior to the work being started. Owner contact will be made on all parcels.
  - a. The appraisal work will comply with state laws regarding eminent domain, as well as the Uniform Standards of Professional Appraisal Practice. The appraisals shall meet the standards set out in the Indiana Department of Transportation’s Appraisal handbook as approved by the Federal Highway Administration.
  - b. The appraisal format will be similar to the INDOT formats. All parcels which have a fair market value greater than \$25,000.00 shall have two appraisals of the same type performed or a Review Appraisal prepared by the Review Appraiser. A comparable sales Docket will be completed and will be incorporated into the appraisals by reference.
  - c. The appraiser shall be a licensed real estate appraiser in the State of Indiana and pre-qualified by the Indiana Department of Transportation.
  - d. The appraiser agrees to furnish one original and two copies of the appraisal report. One copy (owner’s copy) is to be complete on green paper.

- e. The appraisal types prepared shall be based upon the Appraisal Problem Analysis (APA) Report prepared by the approved Review Appraiser.
2. **Review Appraisal** – The CONSULTANT will provide Indiana Department of Transportation (INDOT) approved review appraiser(s) to complete the appraisal work. The CONSULTANT will submit the name of the individual(s) who will perform the review appraisals to the LOCAL PUBLIC AGENCY for approval prior to the work being started.
  - a. The appraisal review work will comply with state laws regarding eminent domain, as well as the Uniform Standards of Professional Appraisal Practice. The appraisals shall meet the standards set out in the Indiana Department of Transportation’s Appraisal handbook as approved by the Federal Highway Administration.
  - b. The review appraiser(s) shall prepare the Appraisal Problem Analysis (APA) for each parcel prepared by the approved appraiser(s).
  - c. The review appraiser shall be a licensed real estate appraiser in the State of Indiana and pre-qualified by the Indiana Department of Transportation.
  - d. The appraiser agrees to furnish one original and two copies of the review appraisal report. One copy (owner’s copy) is to be completed on green paper. Pre-trial conferences and testimony, for an additional cost, if required.
3. **Right-of-way Management** (Project Management for Acquisition Services) – The CONSULTANT shall be responsible for administering, scheduling and coordinating all activities necessary to certify right-of-way has been acquired and the PROJECT is clear for construction letting, including meetings, conferences, and communications with Property Owners, Relocates, Attorneys, Engineers, Appraisers, Surveyors, Mortgage Companies, Buyers, Indiana Department of Transportation, and the LOCAL PUBLIC AGENCY. This task also includes obtaining all necessary mortgage releases. The CONSULTANT will process claim vouchers to the LOCAL PUBLIC AGENCY for payments to property owners and relocates. The CONSULTANT shall maintain accurate parcel files which will be available at reasonable times, for inspection by the LOCAL PUBLIC AGENCY. Upon acquisition of the parcel the file shall be submitted to the LOCAL PUBLIC AGENCY. In addition the CONSULTANT shall be available for consultation with the attorney for the LOCAL PUBLIC AGENCY in any legal proceedings including pre-trial conferences and testimony, for an additional cost, if required.
4. **Buying/Negotiation** – The CONSULTANT shall perform or provide a right-of-way buyer to negotiate the acquisition of the required land from each property owner. The CONSULTANT

will submit the name(s) of the individual(s) who will be buying the parcels to the LOCAL PUBLIC AGENCY for approval prior to the work being started.

- a. The buying/negotiation agent shall be a licensed real estate broker in the State of Indiana and pre-qualified by the Indiana Department of Transportation.
- b. The buyer shall perform the services under this agreement in conformity with the Indiana Department of Transportation's Right of Way Acquisition Procedure Manual.

5. **Relocation** – The CONSULTANT will provide Indiana Department of Transportation (INDOT) approved relocation agent(s) to complete the relocation services. The CONSULTANT will submit the name of the individual(s) who will perform the relocation services to the LOCAL PUBLIC AGENCY for approval prior to the work being started.

- a. The relocation agent shall be a licensed real estate broker in the State of Indiana and pre-qualified by the Indiana Department of Transportation.
- b. The relocation agent shall perform the services under this agreement in conformity with the Indiana Department of Transportation's Relocation Program Manual.

6. **Additional ROW Services** – During the course of the Right-of-Way process certain additional services or special investigations may be required such as, meetings, additional research, additional investigations, etc. This work is to be completed only with the approval of the LOCAL PUBLIC AGENCY. Billing for this time will be either on an hourly or lump sum basis, as mutually agreed to by the LOCAL PUBLIC AGENCY and the CONSULTANT.

In fulfillment of this Agreement the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the INDOT and the LOCAL PUBLIC AGENCY and other public agencies having a legal jurisdiction over the project.

## **APPENDIX "B"**

### **INFORMATION & SERVICE TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY**

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Agreement.
2. Criteria for design and details for signs, signals, highways, and structures such as grades, curves, sight distances, clearances, design loads, etc.
3. Specifications and standard drawings applicable to the project.
4. Plans of existing structures within the project limits, if available.
5. All written reviews pertinent to the project that are received by the LOCAL PUBLIC AGENCY.
6. Actual relocation and land acquisition costs.
7. Traffic assignments.
8. Available data from the transportation planning process.
9. Utility plans available to the LOCAL PUBLIC AGENCY covering utility facilities, the location of signals and underground conduits throughout the affected areas.
10. Guarantee access to enter upon public and private lands as required for the CONSULTANT under this Agreement.
11. All legal services as may be required for development of the project.

**APPENDIX "C"**  
**COMPENSATION**

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 1,225,761.02 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this Agreement in accordance with the following schedule:

a. Environmental Services		\$71,650.00	Lump Sum
b. Topographic/Route Survey		\$57,200.00	Lump Sum
c. Utility & Railroad Coordination		\$39,540.00	Lump Sum
d. Geotechnical Services		\$19,801.02	Lump Sum
e. Intersection and Drainage Design		\$359,700.00	Lump Sum
f. MOT and Traffic Signal Design		\$71,210.00	Lump Sum
g. Pavement Design		\$15,000.00	Lump Sum
h. Public Involvement		\$9,110.00	Lump Sum
i. Right of Way Development			
i. Verification & Plans		\$24,000.00	Lump Sum
ii. Plats	(37 parcels @ \$2360 ea)	\$87,320.00	Not to Exceed
iii. T&E Reports	(40 parcels @ \$450 ea)	\$18,000.00	Not to Exceed
j. Right of Way Real Estate Services			
i. Appraisal Problem Analysis	(37 parcels @ \$280 ea)	\$10,360.00	Not to Exceed
ii. Appraisal(s)	(37 parcels @ \$4,307.30 ea)	\$159,370.00	Not to Exceed
iii. Review Appraisal(s)	(37 parcels @ \$2,064.32 ea)	\$76,380.00	Not to Exceed
iv. Total/Partial Acquisition	(37 parcels @ \$2,270 ea)	\$83,990.00	Not to Exceed
v. R/W Services Mgmt	(37 parcels @ \$1,390 ea)	\$51,430.00	Not to Exceed
vi. R/W Relocations	(6 parcels @ \$4,450 ea)	\$26,700.00	Not to Exceed
vii. Direct Expenses		\$15,000.00	Not to Exceed
viii. Additional R/W Services		\$30,000.00	Not to Exceed

The CONSULTANT shall not be paid for any services performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. In accordance with Section III of this Agreement, if notice to proceed with any portion of the work is not given prior to 2 years from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs, and computer time

costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and county claim voucher as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 9 (changes in work) of the General Provisions, set out in this Agreement.