
AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between **TOWN OF MCCORDSVILLE**, hereinafter referred to as the "LOCAL PUBLIC AGENCY" or "LPA", and

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
(317) 544-4996

, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for surveying, engineering, environmental, and right-of-way services for the project hereinafter described, and,

WHEREAS, THE CONSULTANT has expressed a willingness to provide said surveying, engineering, environmental, and right-of-way services as desired by the LOCAL PUBLIC AGENCY and to furnish the engineering services in connection therewith;

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

COUNTY ROAD 600 WEST AND 750 NORTH NEW ROUNDABOUT IN MCCORDSVILLE, INDIANA – PE, RWE, RWS

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

SECTION I: SERVICES BY CONSULTANT

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

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

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

The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

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

SECTION IV: COMPENSATION

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

SECTION V: GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following offices:

USI CONSULTANTS, INC.
8415 E. 56th Street
Indianapolis, IN 46216
Office: (317) 544-4996

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

The State of Indiana has enacted a law (I.C. 22-5-1.7) that requires an entity entering into a contract with a state agency or political subdivision to verify that their employees are legally eligible to work in the United States. As a term of this agreement, CONSULTANT shall:

- A. Enroll in and verify the work eligibility status of newly hired employees through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
- B. Certifies that the CONSULTANT does not knowingly employ unauthorized aliens.

3. Subletting and Assignment of Contract

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

responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents/Instruments of Service

The LOCAL PUBLIC AGENCY acknowledges the CONSULTANT'S documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the LOCAL PUBLIC AGENCY upon completion of the work and payment in full of all monies due to the CONSULTANT. The LOCAL PUBLIC AGENCY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. The LOCAL PUBLIC AGENCY agrees, to the fullest permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the plans and/or specifications by the LOCAL PUBLIC AGENCY or any person or entity that acquires or obtains the plans and specifications from or through the LOCAL PUBLIC AGENCY without written authorization of the CONSULTANT.

5. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with state, federal and local statutes, ordinances, and regulations applicable to the performance of this Agreement.

7. Standard of Performance

Services provided by CONSULTANT under this Agreement shall be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions shall be based on available information at the time, and the experience, technical qualifications, and professional judgment of CONSULTANT. CONSULTANT shall hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, and damages resulting from the negligent acts, errors or omissions of the CONSULTANT under this Agreement.

Services provided by the CONSULTANT under this agreement shall be consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

8. Status of Claim

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 Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted from negligence of the CONSULTANT or CONSULTANT'S employees, contractors, subcontractors, agents and/or assigns. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, or other consultants retained by the LOCAL PUBLIC AGENCY.
- B. Neither the LOCAL PUBLIC AGENCY'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by negligent errors or omissions of the CONSULTANT, its subcontractors, contractors, agents, assigns, and/or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its employees, contractors, subcontractors, agents, and/or assigns in performing the services that are required of the CONSULTANT by this contract. CONSULTANT shall not be required to indemnify the LOCAL PUBLIC AGENCY to the extent Damages arise from or are caused by the LOCAL PUBLIC AGENCY's to the extent of its own negligence.
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site,

and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.

- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any discernable, known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

10. Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained.

The CONSULTANT will provide the following minimum insurance requirements:

- | | | |
|----|----------------------------------|---|
| A. | Workers' Compensation Insurance: | Employer's Liability:
\$1,000,000 each accident
\$1,000,000 Disease - Each employee
\$1,000,000 Disease - Policy Limit |
| B. | General Liability Insurance: | \$1,000,000 per occurrence bodily injury
or property damage
\$300,000 Damage to Rented Property
(each occurrence)
\$5,000 Medical Expense per person
\$2,000,000 Annual aggregate
\$1,000,000 Personal & Adv. Injury
\$2,000,000 Products- Comp/OP/Agg |
| C. | Automobile Liability | \$1,000,000 Combined Single Limit |
| D. | Professional Liability | \$5,000,000 each claim
\$5,000,000 annual aggregate |

11. Liability for Damages

CONSULTANT agrees to take all necessary precautions for the safety of, and the prevention of injury, loss or death to its employees on or off of the project site and to comply with the provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities applicable to its employees and to CONSULTANT'S performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their

subcontractors' safety programs, training or compliance with safety requirements including OSHA and IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees arising out of an accident or incident which may occur incidental to the construction of the project.

CONSULTANT will apply the reasonable and prudent person standard of care to comply with applicable laws in effect at the time the services are performed hereunder, which to be the best of its knowledge, information and belief, utilizing all due diligence, apply to its obligations under this Agreement. CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers and employees against any claim or liability to the extent caused by a negligent act by the CONSULTANT.

CONSULTANT assumes all risk of loss, damage or destruction to CONSULTANT'S work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY or caused solely by any third party.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from any negligent act by the CONSULTANT, its contractors, employees, agents, assigns and/or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

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

LPA CONTACT INFO:

Town of McCordsville
Mark Witsman, Town Engineer
6280 W 800 N
McCordsville, IN 46055
317-335-3604
mwitsman@mccordsville.org

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

12. Progress Reports

If requested, the CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month, or may otherwise communicate project status in the form of meetings, phone calls, faxes, emails, etc. The most current progress report should be submitted with each invoice.

13. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for 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 to proceed with the work.

14. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

15. Abandonment and Termination

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

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

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

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements, computer files in a format acceptable to the Local Public Agency and data pertaining to the project, prepared under the terms or in fulfillment of this contract, shall be delivered within twenty (20) days to the 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 damages it may sustain by reason thereof.

16. Non-Discrimination

Pursuant to I.C. 22-9-1-10 and I.C. 5-16-6-1, the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.

17. Successors and Assignees

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

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

18. Iran Certification

CONSULTANT hereby certifies, in accordance with I.C. 5-22-16.5 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

19. IRCA Compliance

The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The CONSULTANT shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Contract, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. CONSULTANT shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Contract. The CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the LOCAL PUBLIC AGENCY as a result of the CONSULTANT’s failure to comply with IRCA or other immigration law. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

20. OFAC Compliance

The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of the CONSULTANT or any individual in a management position with CONSULTANT

is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. The LOCAL PUBLIC AGENCY shall promptly notify CONSULTANT, which shall have three (3) days in which to provide to the LOCAL PUBLIC AGENCY clear and convincing evidence that (a) neither CONSULTANT nor any individual in a management position with CONSULTANT is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits the LOCAL PUBLIC AGENCY to do business with CONSULTANT. Should CONSULTANT fail to do so, then the LOCAL PUBLIC AGENCY shall terminate this Agreement for cause without further notice or grace period. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement

21. Supplements

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

22. Governing Law

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

23. Notification

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

LOCAL PUBLIC AGENCY:

Town of McCordsville
Mark Witsman, Town Engineer
6280 W 800 N
McCordsville, IN 46055
317-335-3604
mwitsman@mccordsville.org

CONSULTANT:

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
Phone: (317) 544-4996

24. Indemnification

CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind that are legally determined to be as a result of negligence or willful misconduct of CONSULTANT its contractors, subcontractors, employee, agents and/or assigns. The LOCAL PUBLIC AGENCY may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving CONSULTANT's obligations to indemnify or hold harmless. CONSULTANT shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the LOCAL PUBLIC AGENCY and without an unconditional release of all liability by each claimant or plaintiff to the LOCAL PUBLIC AGENCY. IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

25. Dispute Resolution

In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using

a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

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

CONSULTANT
USI CONSULTANTS, INC.

LOCAL PUBLIC AGENCY
TOWN OF MCCORDSVILLE
PUBLIC WORKS

BY: _____
Philip D. Beer II, PE, PS, FACEC, President

BY: _____
Greg Brewer, Council President

ATTEST: _____
Paul Aikins, PE, PS, Vice President

ATTEST: _____
Stephanie Crider, Clerk-Treasurer

DATE: _____

Date: _____

APPENDIX "A"

SERVICES BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate guidelines, regulations and requirements of the LOCAL PUBLIC AGENCY.

General Project Scope

The general project scope includes the survey, design, and real estate services for the construction of a new roundabout at the intersection of County Road 600 West and 750 North in the Town of McCordsville, Hancock County, Indiana, utilizing local funds.

The CONSULTANT shall be responsible for performing the following activities:

- TASK 1. Topographic Survey Data Collection
- TASK 2. Roadway Design and Plan Development
- TASK 3. Bridge Design and Plan Development
- TASK 4. Utility Coordination
- TASK 5. Geotechnical Services
- TASK 6. Cemetery Development Plan
- TASK 7. Environmental Services
- TASK 8. Public Involvement
- TASK 9. Waters of US Report
- TASK 10. Environmental Permitting
- TASK 11. Special Investigations
- TASK 12. Right of Way Engineering and Plan Development
- TASK 13. Real Estate Acquisition Services
- TASK 14. Construction & Utility Relocation Phase Services
- TASK 15. Excluded Professional Services

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TASK 1. TOPOGRAPHIC SURVEY DATA COLLECTION

When directed, the CONSULTANT shall survey the two project locations; the approximate survey limits are shown in Figures 1 and 2. The CONSULTANT shall prepare and record a location control route survey plat for each survey. The CONSULTANT shall obtain deeds of record, subdivision plats, survey plats, section corner location information, highway plans, and commissioners records for all properties within the project limits. The CONSULTANT's survey shall be in accordance with the following, listed in order of precedence, and incorporated by reference:

- A. Title 865 IAC 1-12 et sequential
- B. I.C. 25-21.5
- C. 865 I.A.C. 1-12
- D. INDOT Design Manual

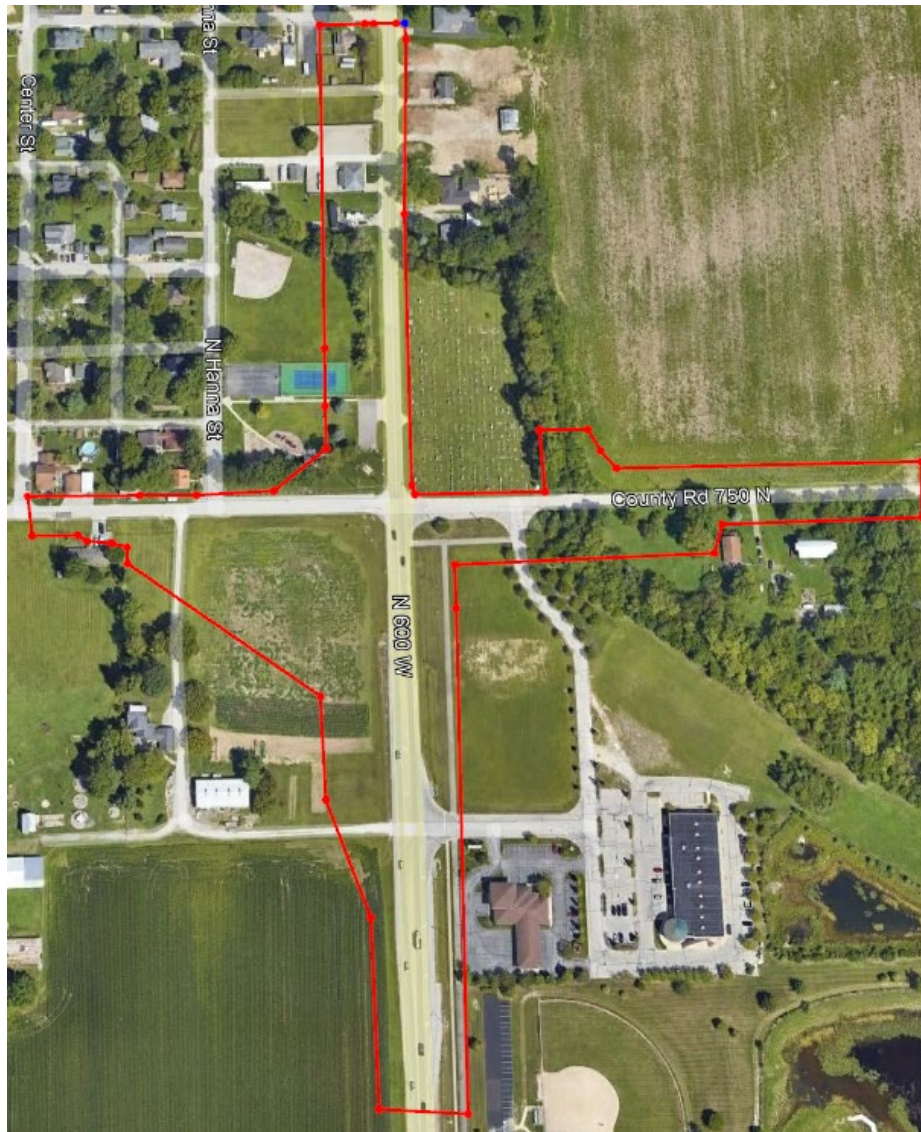


Figure 1: Approximate Survey Limits as outlined in red.



Figure 2: Approximate Survey Limits of 2nd Street Tie-in as outlined in red.

Deliverables: If requested, the CONSULTANT shall provide the LPA with all pertinent survey information relative to the project, including survey book.

TASK 2. ROADWAY DESIGN AND PLAN DEVELOPMENT (including lighting design)

Preliminary

The CONSULTANT shall prepare the plans, which will include street lighting, and preliminary 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: NCHRP Report 672, 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.

Final

Following preliminary field check, approval of the Preliminary Plans, and notice to proceed for the final design, the CONSULTANT shall prepare Final Plans. The CONSULTANT shall prepare special provisions for the specifications, and final cost estimates for the construction of the project. 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. Design assumes a single lane roundabout, reconstruction of approaches necessary to tie into new intersection, multi-use paths on one or all legs, street lights and standard pavement markings and signs for a single lane roundabout. It is assumed that construction will be performed implementing a full closure and detour in lieu of phased construction.

Bid Documents

Following LPA's review of Final Plans, the CONSULTANT shall prepare construction bid documents for submittal to the LPA.

The CONSULTANT shall attend up to two meetings 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 even unforeseen or unusual conditions may arise.

Project will be paid for utilizing 100% local funds. If it becomes necessary to utilize federal funds, fees for the design shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

The scope of the project assumes that the small structure that carries County Road 600 West over the stream will be replaced with a similarly size structure. If a bridge is requested or becomes necessary due to permitting requirements, fee for designing and permitting the new bridge shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 3. BRIDGE DESIGN AND PLAN DEVELOPMENT

Preliminary: The CONSULTANT shall perform a hydraulic analysis and abbreviated structure size and type investigation to determine the type and geometrics of the replacement bridge structure. The CONSULTANT shall prepare preliminary plans and preliminary 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 INDOT's "Indiana Design Manual" 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.

Final: Following approval of the preliminary plans, the CONSULTANT shall prepare contract plans, special provisions for the 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.

Following approval of the Final Plans, the CONSULTANT shall assist in the preparation of necessary application materials for submittal to the LOCAL PUBLIC AGENCY for use in applying for various Funding mechanisms.

Following notification of receipt of Funding by the LOCAL PUBLIC AGENCY, the CONSULTANT shall prepare construction bid documents, including project specific special provisions, for submittal to the LOCAL PUBLIC AGENCY.

The CONSULTANT shall attend up to one meeting(s) 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 even unforeseen or unusual conditions may arise.

Professional design services by the CONSULTANT for the design of a bridge with more than **one span** are not included in this agreement. If more than one span becomes necessary or requested by the LOCAL PUBLIC AGENCY, the fees for designing them shall be negotiated in good faith at the time under a Supplemental Agreement to this contract.

TASK 4. UTILITY COORDINATION

The CONSULTANT shall perform utility coordination in accordance with the following:

- A. Utility coordination activities, as presented during Utility Coordinator Certification Training
- B. 105 IAC 13 Utility Facility Relocations on Construction Contracts
- C. Indiana Design Manual (IDM) Chapter 104 Utility Coordination INDOT Accommodation Policy
- D. FHWA Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects

The CONSULTANT shall coordinate, review, and approve the utility relocation work plan; sign the utility coordination certificate, if applicable; and develop the utility special provision in accordance with the IDM.

At the start of a project, the CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The CONSULTANT shall design the project to potentially avoid the relocation of utility facilities when feasible and to minimize the financial impact to the project and to the utilities.

Subsurface utility engineering (SUE) is included in this agreement under Special Investigations. Should it become necessary to obtain additional information on buried facilities, the CONSULTANT shall submit costs from the SUE PROVIDER for review and approval from LOCAL PUBLIC AGENCY, prior to execution of such services.

TASK 5. GEOTECHNICAL SERVICES

The work shall be outlined in Exhibit A and shall be performed in accordance with the requirements set out in the most current Geotechnical Design Manual.

Prior to entering upon private property for performing the work, the CONSULTANT shall follow the “Instruction for Entering upon Private Property” as established by Legislative Acts of 1963. A copy of these instructions is on file with INDOT and is incorporated by reference.

The CONSULTANT shall obtain necessary permits for maintenance of traffic before drilling operations can proceed.

The CONSULTANT shall obtain and preserve samples of the subsoil as required, perform the necessary laboratory tests, perform the required geotechnical engineering analyses and prepare and furnish the necessary reports covering the information obtained. If the CONSULTANT is requested to perform the laboratory test on the soil samples and rock cores, these samples shall be delivered to its laboratory no later than the end of each workweek.

The format for the Geotechnical Reports and drawings/logs should be a Windows-based version and should be as specified in the Geotechnical Design Manual with the addition that all borings shall have northern and eastern coordinates in a global system and the name of the system utilized. Scanning should be kept to a minimum unless absolutely necessary such as hand calculations, and drawings, etc.

The scope the geotechnical investigation assumes six testing bore for the roundabout design, one test bore for the culvert replacement, and four pavement cores will be required. If additional soil boings become necessary or is requested by the LOCAL PUBLIC AGENCY, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Lead Based Paint Testing and Asbestos Investigations are not included in this agreement. If one becomes necessary or is requested by the LOCAL PUBLIC AGENCY, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

The scope the geotechnical investigation assumes that the proposed bridge will be **single span** and that two soil borings will be required. If additional soil boings become necessary or is requested by the LOCAL PUBLIC AGENCY, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 6. CEMETERY DEVELOPMENT PLAN

The CONSULTANT shall complete a Cemetery Development Plan as required per IC 14-21-1-26.5. The CONSULTANT shall perform the following:

- Review cemetery records, archaeological survey reports, and archaeological site forms on file at the Indiana Division of Historic Preservation and Archaeology (DHPA)
- Review historic maps, historic aerials, and interment records of the cemetery
- Visit the cemetery to take photographs, record GPS points, and conduct limited soil probing in an effort to determine the boundaries of the cemetery vis a vis the reclaimed surface mine land that surrounds it

The CONSLUTANT shall create a development plan that shall include a description of the cemetery and surroundings; a mapped location; and photographs, in relation to the project. Documentation shall be prepared and signed so that it can be added to the LOCAL PUBLIC AGENCY's letterhead and submitted to the DHPA.

The scope of work assumes that no graves will be impacted by the project. The existing graves will not need to be mapped and an investigation for location of unmarked graves is not required. If this becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 7. ENVIROMENTAL SERVICES

The CONSULTANT shall prepare Environmental Documents to obtain approval from the INDOT and FHWA. The Environmental Documents shall be prepared in accordance with the Categorical Exclusion per the guidelines of the National List of Categorical Exclusions.

Approval of a Statewide Categorical Exclusion occurs after the INDOT Environmental Assessment Section finds the CE/EA Form acceptable. For FHWA Categorical Exclusions, an additional review step is required resulting in an FHWA signature of approval. Specifically, the CONSULTANT shall prepare the activities marked with an “x” in the box below:

- PCE CE-1 CE-2 CE-3 CE-4
- SEPA State Exemption Memo SEPA EA
- Initial Project Assessment/Red Flag Investigation
- Environmental Assessment (Phase I) Environmental Assessment (Phase II)
- Section 106 (MPPA-A) Section 106 (MPPA-B) Section 106 (Full)
- Archaeological Field Reconnaissance (Phase 1a, No Findings)
- Section 4(f)/6(f)(no findings) Section 4(f)/6(f)(De Minimis finding)
- Section 4(f)/6(f) (with Adverse Affect)
- Section 7 (no findings) Section 7 (De Minimis finding)
- Section 7 (with Adverse Affect)
- Noise Analysis

The environmental services required to develop this project shall be in accordance with the “Procedural Manual for Preparing Environmental Statements” dated December 2008 and revisions thereto. A copy of this document is on file with the Indiana Department of Transportation, is incorporated by reference, and is made a part hereof.

If the CONSULTANT is required to provide an environmental service not selected, not marked by an “x”, in the list above, such as, but not limited to: memorandum of understandings; in the event endangered species are encountered, Section 7 Investigation that doesn’t fall under the Species-Specific Programmatic Agreement; environmental justice; noise studies; and air studies, the work to provide such additional services shall be considered

a change in the scope of work. If additional environmental services, outside the scope listed above, not being provided becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

The scope included in this agreement assumes that the project will not have an adverse impact and that the project will qualify for a Categorical Exclusion Level 4 (CE-4) or lower. If the project CE level changes, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

The Archaeological Field Reconnaissance assumes that no archaeological sites or no human burials or remains are encountered. If a site is found or additional investigations is required (i.e. Additional Phase Ia), fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Deliverables: The environmental document and/or other studies will be transmitted to INDOT electronically for review/approval. The CONSULTANT shall provide copies of all hard-copy and electronic correspondence related to the project if specifically requested to do so by INDOT. Otherwise, the CONSULTANT shall maintain a full record of such correspondence for subsequent review by INDOT at their discretion.

TASK 8. PUBLIC INVOLVEMENT

If desired by LOCAL PUBLIC AGENCY, the CONSULTANT shall schedule, mail notices to adjacent property owners, publish notices in the local paper, develop display materials, conduct one public meeting, record the meeting and prepare a written report addressing the issues that come up during the public information meeting. One meeting shall be held upon completion of the preliminary engineering at a location determined by the LOCAL PUBLIC AGENCY.

TASK 9. WATERS OF THE UNITED STATES REPORT (WOTUS REPORT)

The CONSULTANT shall prepare a Wetland Determination/Delineation and Waters of the U.S. Determination. A field reconnaissance shall be conducted during the growing season, which is typically April 15 through October 15, by a wetland scientist in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual of January 1987 and the August 2010 Midwest Regional Supplement manual (Version 2.0). A delineation of identified wetland areas shall also be conducted. Identified waterways shall be surveyed to determine if they meet the definition of Waters of the U.S. If necessary, the CONSULTANT shall submit the report to the USACE for approval and determination.

TASK 10. ENVIRONMENTAL PERMITTING

The CONSULTANT shall assist the LPA in securing the necessary environmental permits for the project by developing permit-compliant drawings, drafting the permit applications, and coordinating, applying for, and tracking the status of the permits until they are received. The CONSULTANT shall assist the LOCAL PUBLIC AGENCY in securing the environmental permits marked with an “x” in the box below:

- Indiana Department of Environmental Management (IDEM) Section 401 Individual Permit
- Indiana Department of Environmental Management (IDEM) Section 401/United States Army Corps of Engineers (USACE) Section 404 Regional General Permit.
- Indiana Department of Environmental Management (IDEM) Section 401/United States Army Corps of Engineers (USACE) Section 404 Nationwide Permit
- Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit with Replacement-in-Kind Worksheet, excluding hydraulic analysis and modeling
- Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit including hydraulic analysis and modeling
- IDEM Construction Stormwater General Permit (Formally Rule 5)
- County Regulated Drainage Permit
- Federal Aviation Administration Permit
- Other (i.e. US Coast Guard Permit, IDEM Section 10, etc.): _____
- Coordination for the Acquisition of mitigation credits

The CONSULTANT shall track the status of permits and permit expiration dates to determine if valid permits will be available for the current project construction schedule.

If the CONSULTANT is requested or required to assist the LOCAL PUBLIC AGENCY in securing a permit not selected above, the work to provide such assistance shall be considered a change in the scope of the work. If additional permitting, outside the scope listed above, is required, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Environmental mitigation design, implementation, or acquisition of mitigation credits are not included in this agreement. If they become necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 11. SPECIAL INVESTIGATIONS

During the design and plan development, certain special investigations, such as, but not limited to septic exploration, endangered species study, bat study, subsurface utility engineering may become necessary. If something is discovered and is outside the scope of services and become(s) necessary, fees shall be negotiated

in good faith at the time under a Supplemental Agreement of this contract.

TASK 12. RIGHT OF WAY ENGINEERING AND PLAN DEVELOPMENT

Right of Way Verification

The CONSULTANT shall research the project area for existing right of way and integrate any evidence of existing right of way into the project plans.

Right of Way Plan Development

The following Right-of-Way Engineering services will be provided to secure the permanent and temporary right-of-way needed for this project. A parcel shall be defined as all temporary and permanent right-of-way being acquired from a single existing parcel of land. This means a single parcel could have several legal descriptions based on its configuration. The CONSULTANT shall be available for assistance in interpretation of the Right-of-Way documents.

- A. Determine the owners of all properties located adjacent to and in the immediate area of the project alignment, along with the legal descriptions of those properties.
- B. Provide legal descriptions for all parcel takings. The descriptions shall be prepared and certified by a registered land surveyor.
- C. Provide individual plats for each parcel. Each plat shall include the following:
 - I. Legal descriptions.
 - II. Total area before taking.
 - III. Existing Right-of-Way.
 - IV. Area of taking.
 - V. Areas of residue.
 - VI. Existing Right-of-Way to be reacquired.
 - VII. Sketch of the parcel, drawn to scale.
- D. Provide Legal Instruments required for Transfer of Title and Recording.
- E. Provide separate folders for each parcel containing information obtained above to be utilized by appraisers, negotiators and attorneys to provide the required right-of-way services.
- F. Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate property lines and at other changes in bearing.

If additional parcels become necessary to acquire, above and beyond the number listed in the fee schedule in Appendix D, and/or additional right-of-way staking becomes necessary, additional fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 13. RIGHT OF WAY REAL ESTATE SERVICES

The CONSULTANT shall provide the following Right-of-Way Services to secure the needed right-of-way 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.

A. Right-of-way management - 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 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 for processing of claim voucher and recording. 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.

B. Appraising - The CONSULTANT will provide Indiana Department of Transportation (INDOT) approved appraisers to complete the appraisal work.

The appraisal work will comply with state laws regarding eminent domain, as well as the Uniform Standards of Professional Appraisal Practice. The appraisal work will not meet guidelines for a federally funded project. Should the LOCAL PUBLIC AGENCY decide to apply for federal funds in the future for this project, the appraisals can be updated in a report format that meets federal guidelines. The LOCAL PUBLIC AGENCY will negotiate at that time a fee with the CONSULTANT to update the appraisals in a report format that meets federal funding guidelines.

C. R/W Buying – The CONSULTANT will provide a right-of-way buyer to negotiate the acquisition of the required land from each property owner.

E. R/W Services Contingencies – During the Right-of-Way acquisition, additional R/W Services such as, but not limited to, additional CTC estimates, complexities, additional meetings, etc. may become necessary. If additional R/W Services outside the scope of services become(s) necessary, the CONSULTANT shall submit an estimated costs to the LOCAL PUBLIC AGENCY for review, prior to execution of such services.

- F. Overseeing the property management process to prepare structures for demolition is not included in this fee proposal. This includes securing the property, coordinating activities, maintaining schedules, and handling sub-consultant inquiries. These services include signage, boarding up structures, asbestos sampling, trash removal, utility disconnections, and rat bait placement, concluding with the handover of keys to the client.

If additional parcels become necessary to acquire, above and beyond the number listed in the fee schedule in Appendix D, and/or additional right-of-way staking becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 14. CONSTRUCTION & UTILITY RELOCATION PHASE SERVICES

Following the award of the construction contract, the CONSULTANT shall be responsible for attending the pre-construction meeting, if requested. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours, which is from 8 am to 5 pm, to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by INDOT to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than INDOT's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

The CONSULTANT shall review all shop drawings as described in IDM 14-1.02(08). If applicable, this includes - Mechanically Stabilized Earth (MSE) retaining walls, Sound Barrier Systems and Precast Concrete 3-Sided Structures and Box Culverts.

If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans with LPA approval.

If requested by the LPA, the CONSULTANT shall have the CONSULTANT's project design engineer attend and participate in partnering (1) a workshop with employees of INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.

Utility Coordination Services During Construction:

All utility coordination services are under the direction of the LPA or an INDOT Oversight Agent who coordinates with the Project Manager.

The CONSULTANT shall act as a liaison between utility companies and the LPA, answering questions, and interpreting plans.

The CONSULTANT shall be available during the construction phase of the project and be proactive in facilitating that the utility facility relocations are occurring in accordance with the utility's work plan.

The CONSULTANT shall issue a letter giving the utility notice to proceed with construction activities.

The CONSULTANT shall attend construction progress meetings held by the project engineer as necessary.

The CONSULTANT will prepare a bi-weekly status report indicating the details of utility relocation work and submit these reports to the Oversight Agent, Project Manager and Project Engineer.

The CONSULTANT shall prepare permit addendums for directed changes to utility relocation work plans including cost increases prior to the work being performed.

The CONSULTANT shall send to each utility with relocation work, a letter acknowledging completion of their work, not later than two weeks after the utility relocation work is complete.

The CONSULTANT shall send to each reimbursable utility, a letter requesting a cumulative invoice summary in 90 days, not later than two weeks after the utility relocation work is complete.

TASK 15. EXCLUDED SERVICES

The professional services listed below and marked with an "x" are excluded from this agreement:

- Topographic or Route Survey
- Hydraulic Analysis
- Utility Coordination
- Railroad Coordination
- Environmental Documentation Preparation (i.e. SEPA, CE-1, etc.)
- Geotechnical Investigation
- Lead-Based Paint Testing
- Pavement Design
- Asbestos Investigation
- Environmental Permitting
- Right-of-Way Engineering
- Right-of-Way Services
- Bid Documents, except special provisions, and Bid Assistance
- Construction Phases Services
- Construction Inspection

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. All written views pertinent to the location and environmental studies that are received by INDOT
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
6. Available data from the transportation planning process
7. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

Remainder of this page left blank intentionally.

APPENDIX “C”

SCHEDULE:

The CONSULTANT shall begin the work to be performed under this agreement within thirty (30) days upon receipt of the written Notice-to-Proceed (NTP) from the LOCAL PUBLIC AGENCY and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule shown below. The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

Preliminary Design365 Days after NTE
Anticipated Bid Date..... July 2026

Remainder of this page left blank intentionally.

APPENDIX "D"

COMPENSATION:

The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed \$ 1,090,750.000 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

The CONSULTANT will be paid for the services described in Appendix "A" on a lump sum basis unless otherwise noted in accordance with the following fee schedule:

LOCALLY FUNDED DESIGN FEES:

A.	Topographic Survey	\$ 54,600.00	
B.	2 nd Street Tie-in Post Construction Topo. Survey	\$ 12,500.00	
C.	Roadway Design and Plan Development including	\$ 266,400.00	
	• Street lighting		
D.	Bridge Hydraulic Analysis for both bridges.....	\$ 50,000.00	NTE
E.	Bridge No. 28 Design and Plan Development.....	\$ 135,300.00	
F.	Bridge No. 28 Phased Construction MOT (if needed)	\$ 20,000.00	
G.	CR 600 W Small Str. Replacement	\$ 19,900.00	
H.	Utility and Railroad Coordination	\$ 34,900.00	
I.	Geotechnical Services for Roadway & RAB including.....	\$ 18,700.00	
	• Geotechnical Report		
J.	Geotechnical Services for 1 Bridge including	\$ 35,000.00	NTE
	• Geotechnical Investigation and Engineering		
K.	Cemetery Development Project Management & Coordination	\$ 2,900.00	NTE
L.	Cemetery Development Plan	\$ 16,500.00	NTE
M.	Waters of the US Report.....	\$ 9,900.00	
N.	Environmental Permitting including.....	\$ 26,400.00	
	• IDEM 401/Army Corp 404 RGP		
	• IDNR Construction in a Floodway Permit (with Hydraulic Modeling)		
	• IDEM Rule 5		
	• FAA Permit		
O.	Special Investigations.....	\$ 80,600.00	NTE
	DESIGN FEE SUBTOTAL NOT-TO-EXCEED FEE.....	\$ 783,600.00	

RIGHT ENGINEERING AND SERVICES:

P.	Right-of-Way Plan Development (12 parcels) including	\$ 60,000.00	
	<ul style="list-style-type: none"> • Verification • Management • Plans • Plats, Descriptions, Documents, & Exhibits 		
Q.	T&E Reports (17 @ \$450/parcel).....	\$ 7,650.00	Unit NTE
R.	R/W Staking (one site visit).....	\$ 3,700.00	
S.	Right-of-Way Services		
	<ul style="list-style-type: none"> • Appraisal Problem Analysis (12 @ INDOT Rate¹) • Appraisals (12 @ INDOT Rate¹) • Review Appraisals (12 @ INDOT Rate¹) • RWS Management (12 @ INDOT Rate¹)..... • Total/Partial Acquisition (12 @ INDOT Rate¹)..... • Relocations (4 @ INDOT Rate¹) • Additional ROW Services (Contingencies) 	\$ 4,000.00 \$ 30,400.00 \$ 15,200.00 \$ 18,400.00 \$ 30,400.00 \$ 20,500.00 \$ 10,000.00	Unit NTE Unit NTE Unit NTE Unit NTE Unit NTE Unit NTE NTE
T.	Construction & Utility Phase Services	\$ 15,000.00	Hourly NTE
ROW SUBTOTAL NOT-TO-EXCEED FEE.....		\$ 215,250.00	

¹ The final per parcel fee shall be based on the Report Type and the Allowable Per Parcel Fee per the current INDOT Real Estate Services Fee Schedule, <https://secure.in.gov/indot/2699.htm> as of the date the work was complete. The effective date shall be based on the date the parcel work was completed.

ADDITIONAL ENVIRONMENTAL SERVICES IF STATE OR FEDERAL FUND ARE UTILIZED**

** The environmental fees outlined below are intended to facilitate the continuous progression of the project in the event of a change in the funding source, transitioning from local funds to State or Federal Funds. It is important to note that these fees do not cover all additional services that may be required when State or Federal Funds are utilized. Additional services likely to become necessary include but are not limited to, pavement design, submissions to the Indiana Department of Transportation (INDOT), processes involving INDOT-specific special provisions, and the preparation of a final tracings package for INDOT.

U.	Environmental Doc. Prep. (if needed for Federal Funds).....	\$ 38,600.00***
	<ul style="list-style-type: none"> • CE-4 Document • Section 4(f) (de minimis) 	

*** If State funds are utilized in lieu of Federal Funds, then the line item becomes a SEPA Document and the fee becomes \$30,000.00

- V. Components of Environmental (if needed for Federal Funds) . \$ 43,000.00 NTE
 - Full Section 106 (Firm TBD)
 - Phase 1a Archaeological Investigations (Firm TBD)
 - Noise Analysis
- W. Public Involvement (If needed for Federal Funds).....\$ 10,300.00 NTE

ENVIRONMENTAL SERVICES SUBTOTAL.....\$ 91,900.00

TOTAL NOT-TO-EXCEED FEE =	\$1,090,750.00
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The proposed fees listed above are valid for 120 days. If the proposed fees listed above are not accepted by the proper LOCAL PUBLIC AGENCY authority within 120 days of the date the fees were received by an employee of the LOCAL PUBLIC AGENCY, the CONSULTANT reserves the right the renegotiate the fees and/or schedule.

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. If notice to proceed with any portion of the work is not given prior to one year 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.

For Hourly Not-to-Exceed (NTE) fees the CONSULTANT will be paid at the USI Billable Hourly Rates Per Classification and direct expense rates listed below.

2023 – 2024 USI Billable Hourly Rates Per Classification
Effective: 11/13/2023

CLASSIFICATION	BILLABLE HOURLY RATE
1 Business Development	\$188.00
2 CADD Technician	\$ 92.00
3 Clerical	\$126.00
4 Construction Project Manager I	\$139.00
5 Construction Project Manager II	\$144.00
6 Construction Project Manager III	\$172.00
7 Construction Project Manager IV	\$195.00
8 Construction Project Manager V - Dept Manager	\$228.00
9 Designer/Detailer I	\$194.00
10 Designer/Detailer II	\$213.00
11 Drone Operator	\$145.00
12 Engineer Intern	\$149.00
13 Engineer I - Project Engineer/Non-PE PM	\$160.00
14 Engineer II - Project Manager	\$192.00
15 Engineer III - Senior Project Engineer	\$221.00
16 Engineer IV - Senior Project Manager	\$234.00

17	Engineer V - Department Manager	\$287.00
18	Engineer VI - Principal Engineer*	\$292.00
19	Environmental Specialist I	\$129.00
20	Environmental Specialist II	\$151.00
21	Environmental Specialist III	\$175.00
22	Intern	\$ 78.00
23	Project Coordinator	\$161.00
24	Right of Way I - ROW Technician	\$111.00
25	Right of Way II - Project Manager/Buying Agent	\$136.00
26	Right of Way III - Senior Project Manager	\$192.00
27	Surveyor I - Survey Technician I	\$ 92.00
28	Surveyor II - Survey Technician II	\$100.00
29	Surveyor III - Party Chief I	\$140.00
30	Surveyor IV - Party Chief II	\$165.00
31	Surveyor V - Project Surveyor	\$184.00
32	Surveyor VI - Construction Survey Manager	\$210.00
33	Surveyor VII - Design Survey Manager	\$261.00
34	Urban Planner I	\$118.00
35	Utility Coordinator I	\$ 94.00
36	Utility & Railroad Coordinator II	\$196.00

NOTES:

1. The base rate shown will be multiplied by a factor of 1.5 for overtime rates (over 8 hrs. per day).
2. Same rates will apply for travel time.
3. Motel expenses will be reimbursed at the rate charged to USI Consultants, Inc.
4. Per Diem expense will be \$41.00 per night per individual
5. Mileage Rates will be \$0.655 per mile (Federal Mileage Rate)
6. Unmanned Aircraft System (UAS/Drone) Rate will be \$275.00

The base period hourly billing rate schedule shown above shall be in effect until June 30, 2024. Applicable rates following the base period shall be adjusted annually effective July 1st of each subsequent calendar year. The adjustment will be the 12 month percent change, as of December 31, 20XX, as compared to December 31, 20XX-1 in the Employment Cost Index. Negative percentages of change will result in decreases in the rates. INDOT reserves the right, annually as described herein, and after consideration of other relevant economic and financial factors to make fair and reasonable rate adjustments differing from the ECI when considered to be in the best interest of the State of Indiana. Employment Cost Index is defined as the “Employment Cost Index, Wages and Salaries (not seasonally adjusted), for private industry workers, professional, scientific and technical services”, as issued each December by the U.S. Department of Labor, Bureau of Labor Statistics, Base = December 2005 =100. The CONSULTANT will be reimbursed for direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, approved sub-consultant fees, contract or temporary staffing, etc.) as approved by INDOT. Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.

Method of Payment

The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY, not more often than once per month during the progress of the work, for partially completed work as of the date of the invoice. Such invoices shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.

Invoices shall be submitted to:

Stephanie Crider, Clerk-Treasurer
LPA Contact Name

scrider@mccordsville.org
Email

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 there under, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice as described above.

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.