



## *Storm Water Utility*

Board of Works Members,

I respectfully request the approval of an amendment to the Potts Ditch Floodplain Evaluation and Map Update contract with Clark Dietz in the Amount of \$20,000. This amendment will bring the total contract from \$87,700 to \$107,000. At this time, we have expended \$82,069.69 of that original contract.

As you may recall, in 2015 the City started the replacement of the Potts Ditch tunnel that runs from 4<sup>th</sup> Street to South Street. This tunnel was completed in 2017. At that time the Storm Water Utility embarked on a Floodplain Evaluation of Potts Ditch in order to update FEMA Flood Insurance Rate Maps. In June of 2017 we contracted with Clark Dietz, to assist us with that evaluation and FEMA map update. In 2018 the map update was put on temporarily hold because of a failure and subsequent replacement of the 5<sup>th</sup> Street culvert. After that repair, the floodplain evaluation was continued. In 2022 a Letter of Map Revision application was submitted to the Department of Natural Resources. This application was later transferred to FEMA for their consideration. At this time, the application is still in review by DNR and FEMA.

In an attempt to provide with additional information, I have included the following for you to review: the original Clark Dietz contract; a Potts Ditch evaluation map update timeline; a listing of the properties withing the Potts Ditch that could be affected by this update; and, a tabulation of the progress payments made to Clark Dietz throughout the evaluation process.

I welcome any questions you may have regarding this request and the Potts Ditch map update.

Thank you for your consideration

A handwritten signature in black ink that reads "Daniel H. Miller". The signature is written in a cursive, flowing style.

Daniel H. Miller  
Stormwater Coordinator

**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 01**

**Potts Ditch Floodplain Evaluation and Map Update (“Project”)**

This Amendment to the Professional Services Agreement dated June 6<sup>th</sup>, 2017 is by and between:

***City of Greenfield (“Client”)***

*10 S. State Street  
Greenfield, IN 46140-2364*

And,

***Clark Dietz, Inc. (“Clark Dietz”)***

*8900 Keystone Crossing, Suite 900  
Indianapolis, IN 46240*

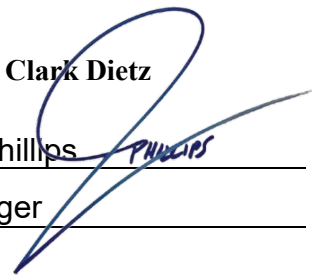
Who agree as follows:

This Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

**Agreed to by Client**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By: Jacob W. Phillips   
Title: Area Manager  
Date: 2/11/2025

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Amendment Description**

1. The AMENDMENT provides additional funds for the coordination effort with FEMA which has increased since the original contract was executed.

**B. Scope**

1. NO CHANGE

**C. Schedule**

1. The original AGREEMENT shall be extended to continue to provide service to the City of Greenfield through December 31, 2027.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

- A. Information/Reports**
  - 1. NO CHANGE**
  
- B. Representative**
  - 1. NO CHANGE**
  
- C. Decisions**
  - 1. NO CHANGE**
  
- D. Other**
  - 1. NO CHANGE**

**PART III  
COMPENSATION**

**A. Compensation**

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed \$20,000.00 and increases the total compensation authorized to \$107,700.00. Payment for expenses incurred directly on behalf of the Project shall be at actual cost to Clark Dietz.

**B. Billing and Payment – No Change**

**SCHEDULE OF GENERAL BILLING RATES**

**CLARK DIETZ, INC.**

January 1, 2025

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$270.00
Engineer 8	255.00
Engineer 7	245.00
Engineer 6	235.00
Engineer 5	215.00
Engineer 4	185.00
Engineer 3	175.00
Engineer 2	155.00
Engineer 1	140.00
Technician 5	185.00
Technician 4	170.00
Technician 3	155.00
Technician 2	135.00
Technician 1	120.00
Intern	100.00
Clerical	105.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name ("Project")**

Potts Ditch Floodplain Evaluation and Map Update

This Agreement is by and between

**City of Greenfield ("Client")**

10 S. State Street  
Greenfield, IN 46140-2364

and


**Clark Dietz, Inc. ("Clark Dietz")**

8900 Keystone Crossing, Suite 900  
Indianapolis, IN 46240

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

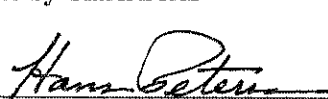
By:   
\_\_\_\_\_

Chuck Fewell

Title: Mayor  
\_\_\_\_\_

Date: 6-13-17  
\_\_\_\_\_

Agreed to by Clark Dietz

By:   
\_\_\_\_\_

Hans J. Peterson, P.E.

Title: Sr. Vice President  
\_\_\_\_\_

Date: 06/08/2017  
\_\_\_\_\_

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Project Description**

Potts Ditch drains approximately 3.5 square miles of the City of Greenfield west of State Route 9 (SR 9) and south of Interstate 70 (I-70). The stream originates near I-70 and flows southerly through the City, joining Brandywine Creek south of the Pennsy Trail and west of S. Morristown Pike. The total length of Potts Ditch is approximately 18,500 feet (3.5 miles). The portion of the Ditch between approximately 4<sup>th</sup> Street and South Street is enclosed in an underground culvert, approximately 2,000 feet in length. This culvert was recently replaced as part of a major infrastructure investment by the City to replace the previous structure, which was more than 100 years old and was reaching its useful life. The new concrete box culvert is 14-foot wide by 6-foot high.

Potts Ditch has a mapped floodplain and floodway (Flood Insurance Study, Hancock County, March 17, 2014). The flood elevations were determined using a now obsolete hydraulic model called E-431 (USGS, 1976). The original Potts Ditch model and Base Flood Elevations (BFEs) were determined in the 1981 Flood Insurance Study (FIS). Portions of the ditch have been re-studied and updated using more updated hydraulic modeling software. As part of the Potts Ditch culvert replacement project, the project designer developed a HEC-RAS model of the enclosed portion of the Ditch that was being replaced. Other sections of the Ditch further upstream stream have also been developed for project specific floodway construction permits. However, there is no overall comprehensive, current hydraulic model of the ditch.

The City of Greenfield desires to have an updated, comprehensive hydraulic model of Potts Ditch, and a corresponding updated floodplain/floodway map to reflect changes to BFEs along the ditch and updated topographic mapping.

**B. Scope**

The scope of services is divided into two major work elements. The first work element includes initial regulatory (IDNR) coordination, data collection, and preliminary hydraulic modeling and floodplain updates. Following completion of the first work element, Clark Dietz will meet with the City to determine if it is advantageous to the community to move forward with the second work element, which would include formal submittals for LOMRs from IDNR and FEMA. The scope of services for each work element is detailed as follows:

**1.0 Initial Coordination, Preliminary Hydraulic Modeling and Floodplain Mapping Updates**

1.1 Initial Project Coordination

- 1.1.1 Prepare Project Work Plan identifying project scope, schedule, and budget, QA/QC procedures, team member responsibilities, communication protocols, and anticipated earnings schedule,
- 1.1.2 Conduct a Project Kickoff Meeting with City staff to review the Project Work Plan and obtain readily available data.



- 1.1.3 Prepare meeting agenda and coordinate with IDNR to set up a meeting with appropriate staff to review the objectives of the Potts Ditch floodplain update project and discuss issues/concerns with previous modeling efforts and obtain concurrence on the proposed model and mapping update approach.
- 1.1.4 Prepare for and attend IDNR meeting.
- 1.1.5 Prepare draft and final meeting minutes and identify any follow up action items.
- 1.1.6 Complete monthly progress reports.

## 1.2 Data Collection and Review

- 1.2.1 Obtain and review most current/accurate available topographic and/or LIDAR data through City and/or Statewide GIS data repository.
- 1.2.2 Compile LIDAR or other topographic data into current ArcGIS format supported by HEC-GeoRAS
- 1.2.3 Obtain and review previous hydraulic models of Potts Ditch.
- 1.2.4 Obtain and review previous Construction in a Floodway applications for Potts Ditch.
- 1.2.5 Obtain and review as-built plans for the new Potts Ditch culvert as well as other bridge/culvert and channel improvements that may have been constructed along Potts Ditch.
- 1.2.6 Obtain and review high water mark or flooding extent maps from past historical floods.
- 1.2.7 Conduct field reconnaissance to verify and document ditch/floodplain vegetation and bridge/culvert crossings, and to obtain photos for regulatory submittals.
- 1.2.8 Conduct additional field surveying (using GPS equipment) if necessary to obtain supplemental elevation information not available from previous models.
- 1.2.9 Determine vertical datum used in previous as-built plans and hydraulic models. Identify areas requiring adjustment to NAVD 88 datum.

## 1.3 Preliminary Hydraulic Analysis

- 1.3.1 Run/debug previous hydraulic models of Potts Ditch using the most current version of HEC-RAS and verify the models are producing flood elevations consistent with published values in permits.
- 1.3.2 Create one comprehensive HEC-RAS model for entire reach (possibly two if the new culvert segment requires the model be split to accurately assign boundary conditions due to overland flow when the culvert capacity is exceeded).
- 1.3.3 Add cross sections to the combined model to supplement segments missing from previous models.
- 1.3.4 Update the model(s) to ensure all elevation information is expressed in NAVD 88 vertical datum.
- 1.3.5 Review model inputs such as cross-section geometry, bridge/culvert dimensions and elevations, roughness coefficients, expansion/contraction coefficients, ineffective flow areas to verify the data is consistent with current topographic, aerial photos, as-built plans, and field observations.
- 1.3.6 Run model for 100-year and 500-year storm events and determine preliminary base flood elevations (BFEs).
- 1.3.7 Complete preliminary floodway model runs to establish floodway limits.

- 1.3.8 Evaluate differences in BFEs and floodway limits from the FIS published values. Prepare explanation/reasoning for differences.

#### 1.4 Preliminary Floodplain Mapping Update

- 1.4.1 Complete HEC-GeoRAS analysis of the revised BFEs and prepare a preliminary floodplain/floodway map.
- 1.4.2 Overlay new/updated floodplain map on the previously published FIS map and assess changes in the extent of the regulatory floodplain and floodway and identify homes/business that could be affected by a potential map update.
- 1.4.3 Prepare a memorandum of findings and submit to the City of Greenfield.
- 1.4.4 Meet with Greenfield staff and discuss next steps and whether a Letter of Map Revision (LOMR) is warranted to pursue through IDNR and FEMA.
- 1.4.5 Prepare a PowerPoint presentation for use by City staff to inform City leaders and elected officials on the preliminary anticipated changes to the floodplain/floodway map.

## **2.0 Final Hydraulics/Mapping Updates and IDNR/FEMA LOMR Applications**

### 2.1 Final Hydraulic Analysis and Floodway Determination

- 2.1.1 Finalize hydraulic model to incorporate any changes resulting from review meetings.
- 2.1.2 Complete final floodplain/floodway analysis to determine updated floodway limits.
- 2.1.3 Complete HEC-GeoRAS analysis to prepare final 100-year and 500-year floodplain and 100-year floodway maps for the LOMR submittal/approval process.
- 2.1.4 Complete QA/QC of final hydraulic model and mapping updates.

### 2.2 Submit LOMR Application to IDNR for Approval

- 2.2.1 Assemble Duplicate Effective and Corrected Effective Hydraulic Models in HEC-RAS.
- 2.2.2 Complete the Hydraulic Modeling Checklist and Project Narrative.
- 2.2.3 Submit draft package to IDNR for review and approval.
- 2.2.4 Meet with IDNR staff to discuss review comments.
- 2.2.5 Revise model and related exhibits to address comments received from IDNR.
- 2.2.6 Finalize LOMR package and submit to IDNR for final approval.

### 2.3 Submit LOMR Application to FEMA for Approval

- 2.3.1 Complete form MT-2 and related electronic data tables and GIS shape files.
- 2.3.2 Assemble and submit package to FEMA for review and approval along with application fee.
- 2.3.3 Send owner notification to affected properties.
- 2.3.4 Address comments received from FEMA.
- 2.3.5 Finalize/submit LOMR package to FEMA for final approval. (Although the flood insurance map will be changed for regulatory and flood insurance purposes, it is not

anticipated that FEMA will “republish” the FIS. As such, any supporting efforts or documentation for republishing is not included in this scope/fee).

**C. Schedule**

Work Element 1.0 (Tasks 1.1 through 1.4) will take approximately 90 calendar days to complete from Notice to Proceed. Work Element 2.0 (Tasks 2.1 through 2.3) will take approximately 30 calendar days each upon approval to proceed with the application packages. IDNR approval will be obtained before preparing and submitting the LOMR application package to FEMA. The 30-day timeframes to prepare the LOMR application packages will therefore be consecutive, not concurrent. IDNR typically takes at least 60 days to initially respond to an application, and depending on their workload, it could take a few months to get their approval before being able to submit to FEMA.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

**A. Information/Reports**

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Karla Vincent, City Engineer.**

**C. Decisions**

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III  
COMPENSATION**

**A. Compensation**

Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Agreement will be a lump sum amount for each of the two major work elements:

Work Element	Lump Sum Amount
1.0 Initial Coordination, Preliminary Hydraulic Modeling and Floodplain Mapping Updates	\$48,000
2.0 Final Hydraulics/Mapping Updates and IDNR/FEMA LOMR Applications	\$39,700
<b>TOTAL LUMP SUM AMOUNT</b>	<b>\$87,700</b>

The lump sum compensation amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

**B. Billing and Payment**

1. Timing/Format
  - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
  - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
  - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV**  
**EQUAL EMPLOYMENT OPPORTUNITY**

Clark Dietz (hereinafter referred to as the "Consultant") hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations or the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contract agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Consultant will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.
5. The Consultant will furnish all information and reports required by Executive Order 112446 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every Subconsultant Agreement or purchase order unless exempted by rules regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any Subconsultant Agreement or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
8. The Consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision or such government which does not participate in work on or under the contract.
9. The Consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
10. The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subconsultant debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon subconsultant by administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Consultant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

**PART V**  
**STANDARD TERMS AND CONDITIONS**  
**Page 1 of 2**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

**PART V**  
**STANDARD TERMS AND CONDITIONS**  
**Page 2 of 2**

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.





*Department of Engineering*

**June 8, 2017**

Board of Public Works & Safety  
10 South State Street  
Greenfield, IN 46140

Dear Members,

Since the completion of the Pott's Tunnel relocation project, it has been the City's intention to complete an update of the flood mapping, hydraulic models, and petition FEMA for a change in the flood maps. This work would hopefully allow the area currently mapped as within the floodway to reduce. The homes within this area would reduce thus, ideally, eliminate the need for costly flood insurance.

The engineering department asked Clark-Dietz, the design firm who completed the original Pott's Ditch study to provide a scope and fee for the work.

I'd like to recommend approval of the contract with Clark-Dietz to complete this work in the amount of \$87,700. Included in this fee is \$8,000 application fee to FEMA, which may or may not be applicable.

Sincerely,

*Karla Vincent*

City Engineer

Gregg,

Attached is a contract amendment for Clark Dietz, Inc. This contract was originally signed in 2017. This is for the Floodplain and map update for Potts Ditch. I have attached the original contract for your review. I would like to present this at the February 25<sup>th</sup> BOW meeting for their consideration.

Dan

This is fine to submit  
to the BOW

A handwritten signature in cursive script, appearing to be the name 'Dan', located below the typed text.



## Potts Ditch Floodplain Evaluation and Map Update

### Project Timeline:

- 6/13/2017 – Original Contract Executed
- 12/14/2018 – Floodplain Evaluation Submitted to City of Greenfield
- 01/08/2019 – Potts Ditch Flood mapping updates put on hold until 5<sup>th</sup> Street Culvert can be replaced.
- 4/29/2022 – Potts Ditch Flood evaluation is restarted.
- 8/28/2022 – Letter of Map Revision (LOMR) application submitted to Indiana DNR for approval. (IDNR reviews LOMR applications on FEMA's behalf)
- 1/17/2024 – FEMA decided that Indiana DNR was taking too long to review the application and reassigned the review to another 3<sup>rd</sup> party contracted reviewer (Stantec, Wael Eltayeb).
- 3/17/2024 – A new 3<sup>rd</sup> party reviewer assigned to application at Stantec (Mable Vasquez)
- 8/23/2024 – FEMA changes consultant being used for 3<sup>rd</sup> party reviews. Application is now assigned to FOCUS Revision Partners (Cheryl Hannan)
- 11/5/2024 – Reviewer notifies us that technical review is complete. They are preparing the mapping panels.
- 1/17/2025 – FEMA reviewer requests additional mapping changes be made to application.

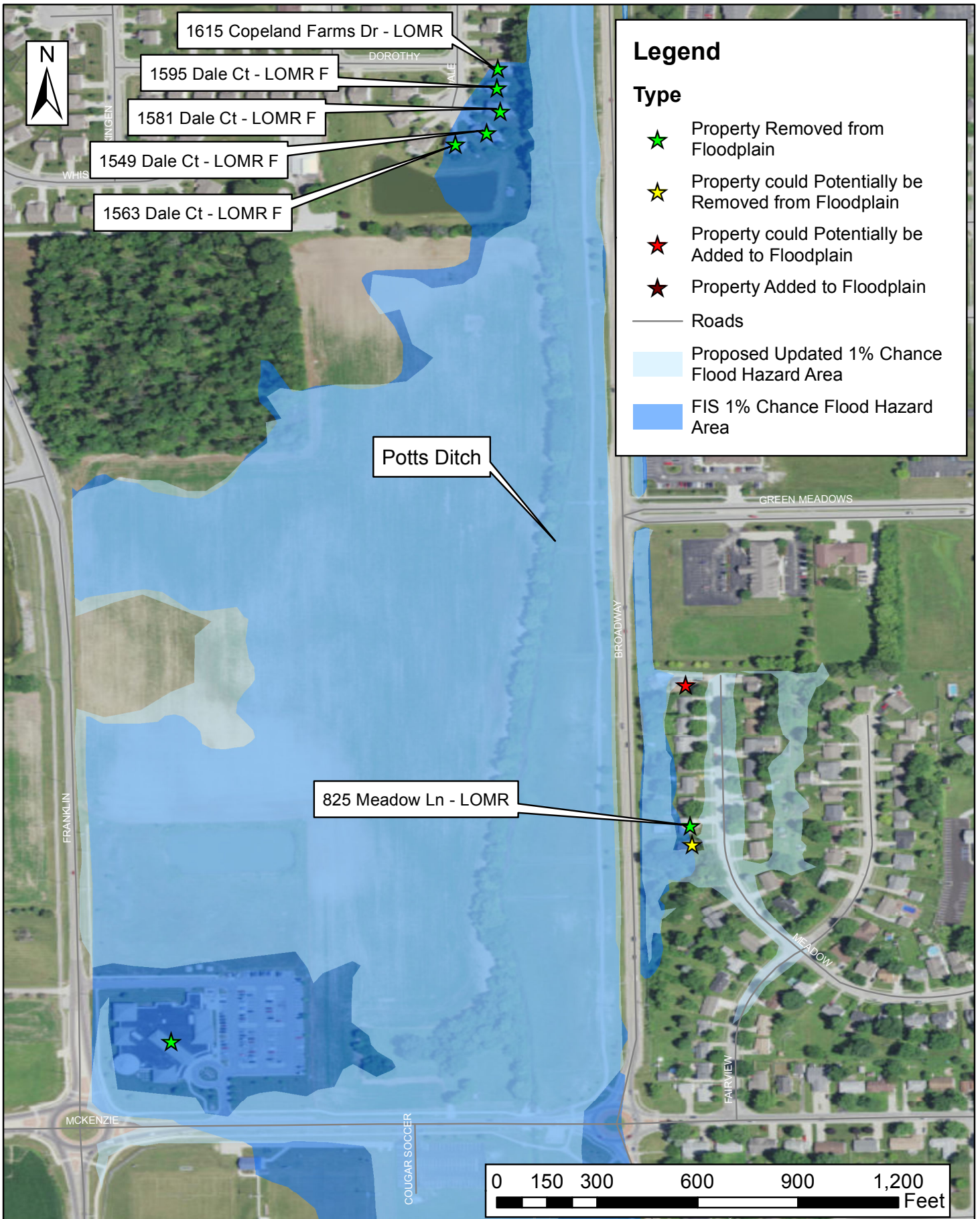
We had numerous requests for additional information, in addition to the major milestones listed above. The most challenging part is each time FEMA makes a new request, they have 90 days to look it over before responding. They always used the full 90 days to respond. They also take 90 days each time the review changes hands to a new reviewer. Please let me know if you would like more details regarding any of the events listed above.

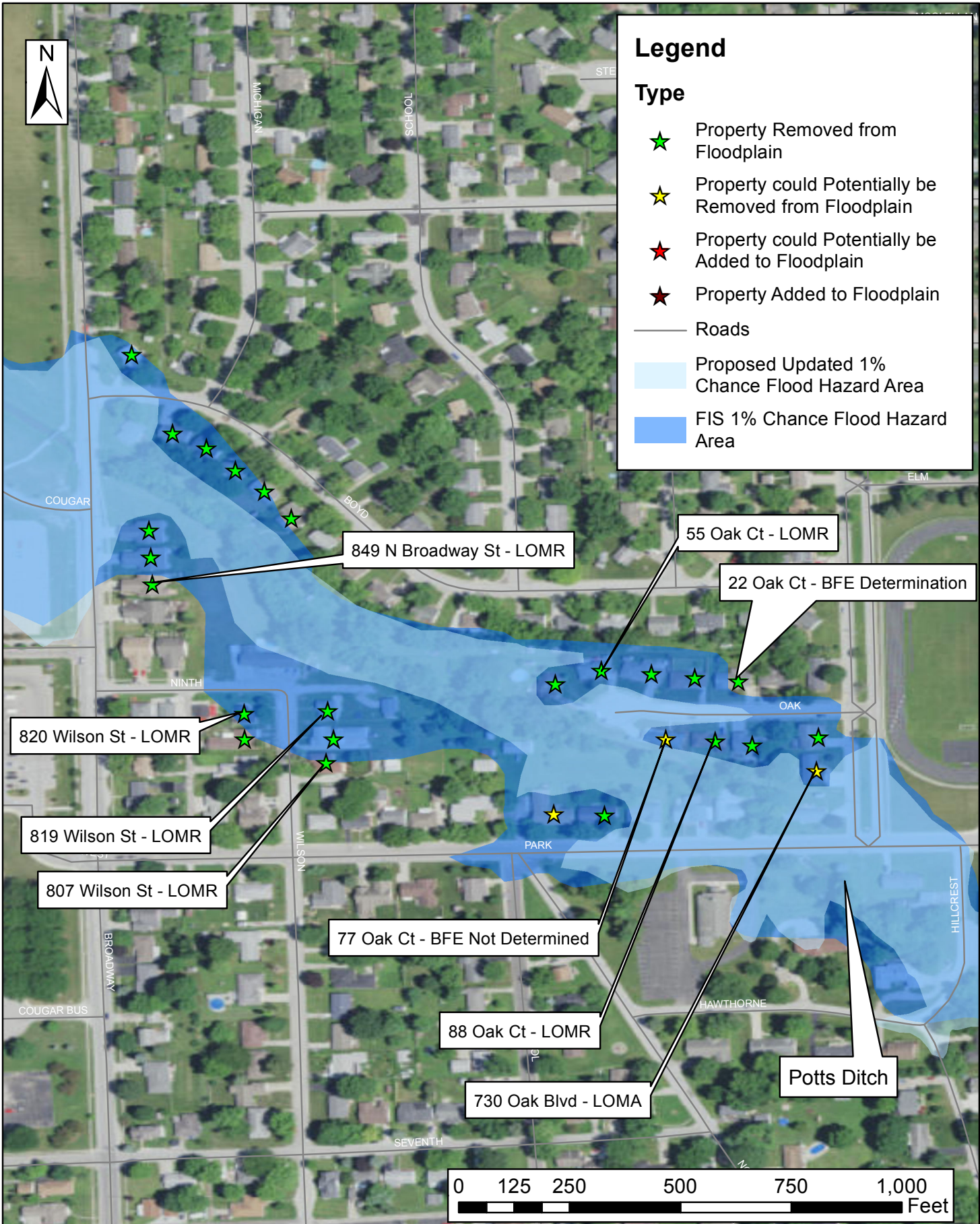
### Potts Ditch Floodplain Evaluation and Map Update

Invoice Date	Invoice Nbr.	Contract Amount	\$	87,700.00
		Contract Amendment	\$	-
August 24, 2017	421686	Progress Payment #1	\$	2,400.00
October 31, 2017	422057	Progress Payment #2	\$	1,200.00
November 16, 2017	422130	Progress Payment #3	\$	20,400.00
December 8, 2017	422264	Progress Payment #4	\$	9,600.00
January 12, 2017	422420	Progress Payment #5	\$	9,600.00
July 24, 2018	423318	Progress Payment #6	\$	4,800.00
June 7, 2022	434397	Progress Payment #7	\$	4,385.00
July 6, 2022	434797	Progress Payment #8	\$	2,192.50
August 10, 2022	435023	Progress Payment #9	\$	1,754.00
May 10, 2023	437449	Progress Payment #10	\$	2,631.00
December 5, 2023	439430	Progress Payment #11	\$	439.06
February 7, 2024	439969	Progress Payment #12	\$	3,641.90
March 6, 2024	440239	Progress Payment #13	\$	486.88
April 12, 2024	440546	Progress Payment #14	\$	3,135.96
June 17, 2024	441018	Progress Payment #15	\$	1,258.21
July 12, 2024	441367	Progress Payment #16	\$	804.00
August 9, 2024	441732	Progress Payment #17	\$	3,511.18
September 16, 2024	442143	Progress Payment #18	\$	3,879.29
December 12, 2024	443156	Progress Payment #19	\$	942.66
January 14, 2025	443458	Progress Payment #20	\$	435.55
February 13, 2025	443795	Progress Payment #21	\$	4,572.50
Amount Paid			\$	82,069.69
Contract Balance Remaining			\$	5,630.31

# APPENDIX F:

## Properties Affected by Updated Floodplain









**Appendix F - Properties Affected by Floodplain Changes**

<b>Property Location</b>	<b>Floodplain Status</b>	<b>Existing Determinations</b>
1615 Copeland Farms Drive	Will be Removed from Floodplain	LOMR - Removed
1595 Dale Court	Will be Removed from Floodplain	LOMR F - Removed
1581 Dale Court	Will be Removed from Floodplain	LOMR F - Removed
1563 Dale Court	Will be Removed from Floodplain	LOMR F - Removed
1549 Dale Court	Will be Removed from Floodplain	LOMR F - Removed
915 Meadow Lane	May be Added to the Floodplain	
825 Meadow Lane	Will be Removed from Floodplain	LOMR - Removed
821 Meadow Lane	May be Removed from Floodplain	
900 W McKenzie Road	Will be Removed from Floodplain	
877 N Broadway Street	Will be Removed from Floodplain	
861, 863 N Broadway Street	Will be Removed from Floodplain	
855, 857 N Broadway Street	Will be Removed from Floodplain	
849 N Broadway Street	Will be Removed from Floodplain	LOMR - Removed
719 W Boyd Avenue	Will be Removed from Floodplain	
715 W Boyd Avenue	Will be Removed from Floodplain	
711 W Boyd Avenue	Will be Removed from Floodplain	
707 W Boyd Avenue	Will be Removed from Floodplain	
703 W Boyd Avenue	Will be Removed from Floodplain	
820 Wilson Street	Will be Removed from Floodplain	LOMR - Removed
816 Wilson Street	Will be Removed from Floodplain	
819 Wilson Street	Will be Removed from Floodplain	LOMR - Removed
811 Wilson Street	Will be Removed from Floodplain	
807 Wilson Street	Will be Removed from Floodplain	LOMR - Removed
66 Oak Court	Will be Removed from Floodplain	
55 Oak Court	Will be Removed from Floodplain	LOMR - Removed
44 Oak Court	Will be Removed from Floodplain	
33 Oak Court	Will be Removed from Floodplain	
22 Oak Court	Will be Removed from Floodplain	BFE determination
77 Oak Court	May be Removed from Floodplain	BFE not determined
88 Oak Court	Will be Removed from Floodplain	LOMR - Removed
99 Oak Court	Will be Removed from Floodplain	
740 Oak Boulevard	Will be Removed from Floodplain	
730 Oak Boulevard	May be Removed from Floodplain	LOMA - Removed
530 W Park Street	May be Removed from Floodplain	
330 W Park Avenue	Will be Removed from Floodplain	
114 Walnut Street	Will be Removed from Floodplain	
114 N State Street	May be Removed from Floodplain	
110 N State Street	May be Removed from Floodplain	
105 N State Street	Will be Removed from Floodplain	
98 E North Street	May be Removed from Floodplain	
305 N State Street	May be Removed from Floodplain	
133 N East Street	May be Removed from Floodplain	
119 N East Street	May be Removed from Floodplain	
132 N Spring Street	Will be Added to Floodplain	
126 N Spring Street	Will be Added to Floodplain	

**Appendix F - Properties Affected by Floodplain Changes**

<b>Property Location</b>	<b>Floodplain Status</b>	<b>Existing Determinations</b>
122 N Spring Street	Will be Added to Floodplain	
120 N Spring Street	Will be Added to Floodplain	
145 N Spring Street	Will be Added to Floodplain	
127 N Spring Street	May be Added to the Floodplain	
123, 233 E Main Street	May be Added to the Floodplain	
315 E Main Street	May be Added to the Floodplain	