



**Greenfield Engineering & Planning**

10 South State Street  
Greenfield, IN 46140  
Phone: (317) 477-4320  
Fax: (317) 477-4321

June 10, 2025

Board of Public Works and Safety  
10 S. State Street  
Greenfield, IN 46140

Re: Professional Design Agreement for E. New Road and N. Blue Road Roundabout  
American Structurepoint, Inc.

Dear Members,

The Traffic Safety Committee has recommended that a roundabout at E. New Road and N. Blue Road be constructed. The Redevelopment Commission has allocated a budget of \$500,000 budget for design, \$100,000 for Land Acquisition, \$2,000,000 for construction, and \$300,000 for inspection in the Northern Economic Development Tax Increment Financing District.

American Structurepoint has the most experience amongst local consultants with roundabout designs and have performed well on previous Greenfield projects, including the CR 300 N and Fortville Pike roundabout. Enclosed is a contract using the City's standard template for professional services.

Staff recommends a **motion to execute agreement with American Structurepoint, Inc. for the design of the E. New Road and N. Blue Road Roundabout in the amount of \$488,610.00.**

A handwritten signature in black ink that reads "Glen E. Morrow".

Glen E. Morrow, PE  
City Engineer

PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
AMERICAN STRUCTUREPOINT, INC.  
(ENGINEER)  
AND THE CITY OF GREENFIELD BY AND THROUGH  
ITS BOARD OF PUBLIC  
WORKS AND SAFETY (OWNER)

WHEREAS, OWNER desires to obtain professional design engineering services for the City of Greenfield Project entitled E. New Road and N. Blue Road Roundabout (PROJECT); and

WHEREAS, OWNER wishes to obtain these services according to time requirements which specify particular and definite deadlines; and

WHEREAS, OWNER wishes to limit its review role of these services; and

WHEREAS, ENGINEER has expressed its willingness to provide these services within the specified time requirements and with a limited review role by OWNER.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and responsibilities, OWNER and ENGINEER agree as follows:

ARTICLE 1. AUTHORITY TO EXECUTE AGREEMENT

Each party represents and warrants to the other party that:

- 1.1 The party is duly organized and existing in good standing under the laws of Indiana and has all requisite power and authority to carry out the obligations set forth in this Agreement.
- 1.2 The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance whereof, have been duly authorized by all necessary action.
- 1.3 This Agreement has been duly entered into and delivered and constitutes a legal, valid, and binding obligation of the party, enforceable in accordance with its terms.

ARTICLE 2. ATTACHMENTS

The Attachments which accompany and form a part of this Agreement as of the date hereof are:

- 2.1 "Attachment A" consisting of the described services to be performed by ENGINEER.
- 2.2 "Attachment B" consisting of a list of key professional staff and subcontractors ENGINEER

agrees to provide for the Project and the man-hours that will be devoted to the Project.

- 2.3 "Attachment C" consisting of a list of key staff OWNER agrees to provide for the Project.
- 2.4 "Attachment D" consisting of a schedule for completion of the milestone tasks of the Project.
- 2.5 "Attachment E" consisting of a mediation process to be utilized by the parties.
- 2.6 "Attachment F" consisting of information to be provided by OWNER to ENGINEER.
- 2.7 "Attachment G" consisting of compensation for ENGINEER's services under this Agreement.

### ARTICLE 3. INTENT AND INTERPRETATION

- 3.1 The "Agreement", as referred to herein, shall mean this Agreement executed by OWNER and ENGINEER, and shall include these Terms and Conditions, the Attachments described in Article 2 and attached hereto, and any written supplemental agreement or modification entered into between OWNER and ENGINEER, in writing, after the date of this Agreement.
- 3.2 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by ENGINEER or other rights or obligations of OWNER or ENGINEER, the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon ENGINEER and affording the greater right or remedy to OWNER, shall govern; otherwise, precedence shall be given in the following order: provisions of these Terms and Conditions, provisions contained in any Attachment hereto and required provisions contained in any governmental regulation incorporated herein by reference.
- 3.3 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against OWNER solely by virtue of OWNER or OWNER'S representatives having drafted all or any portion of this Agreement.
- 3.4 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

### ARTICLE 4. ENGINEER'S RESPONSIBILITIES

- 4.1 ENGINEER shall serve as OWNER's professional representative in the design phase of the Project, and with respect to all services provided by ENGINEER hereunder, and will give consultation and advice to OWNER during the performance of such services.

- 4.2 ENGINEER shall perform professional services as stated in "Attachment A" of this Agreement, including normal civil, structural, mechanical, electrical and architectural services incidental thereto.
- 4.3 ENGINEER shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance. Without modifying the above standard, ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by ENGINEER under this Agreement.
- 4.4 ENGINEER shall perform all professional services necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable local, state and federal requirements.
- 4.5 ENGINEER shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, reports, or any other services.
- 4.6 Acceptance by OWNER or approval by any governmental regulatory or funding agency of drawings, designs, specifications, reports, and incidental engineering work, services or materials furnished hereunder shall not in any way relieve ENGINEER of its liability to OWNER or others for negligent acts, errors, omissions, or other deficiencies in the performance of services. OWNER's monitoring or acceptance of, or payment for, any of ENGINEER's services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement by ENGINEER.
- 4.7 ENGINEER shall make all reasonable efforts to provide competent, capable, experienced and suitably qualified personnel for the performance of all services. Any employee or representative of ENGINEER who, in the opinion of OWNER, does not perform its work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of OWNER, be removed from performing any further services on behalf of OWNER.
- 4.8 ENGINEER shall provide to OWNER the key staff and subcontractors listed in "Attachment B" and shall make each person and subcontractor available to the Project for the duration of the Project. In the event any of the staff and subcontractors listed in "Attachment B" is not available to the Project, ENGINEER shall provide replacement personnel to the satisfaction of OWNER. OWNER may not unreasonably withhold its consent. A failure by ENGINEER to provide professional staff and subcontractors as required by this Article shall be considered a material breach of the Agreement.
- 4.9 ENGINEER shall be fully responsible for all negligent acts, errors or omissions of

consultants and subcontractors and of persons and organizations directly or indirectly employed by ENGINEER, and of persons and organizations for whose acts any consultant may be liable to the same extent that ENGINEER is responsible for the negligent acts, errors or omissions of persons directly employed by ENGINEER. Nothing in this Agreement, nor any communication, directive, action or failure to act on the part of OWNER, shall create any contractual relationship between OWNER and any consultant or subcontractor having a contract with ENGINEER, nor shall it create any obligation on the part of OWNER to pay or to see to payment of any monies due any consultant or subcontractor to ENGINEER.

- 4.10 ENGINEER agrees to bind specifically every subcontractor and consultant to the applicable terms and conditions of this Agreement for the benefit of OWNER. ENGINEER shall obtain written acceptance from OWNER for all proposed subcontractors and subcontract agreements for any portion of the Scope of Work described in "Attachment A" and shall furnish copies of all executed subagreements.
- 4.11 ENGINEER shall include all subcontractors on "Attachment B". ENGINEER may not remove or otherwise substitute subcontractors indicated on "Attachment B" without consent of OWNER. A failure by ENGINEER to provide the subcontractors as required by this Article shall be considered a material breach of the Agreement.
- 4.12 To the extent the standard in Paragraph 4.3 is met, ENGINEER's responsibility under this Agreement shall not be diminished by new or advanced processes, methods, designs or technology recommended or utilized by ENGINEER for the Project.
- 4.13 ENGINEER's submittals are subject to prompt monitoring and acceptance by OWNER for general compliance with the services described in "Attachment A". In the event that any submittal is not accepted by OWNER, OWNER shall notify ENGINEER in writing of its reasons for non-acceptance and may make suggested revisions. Upon receipt of said notification, the non-acceptance submittal shall be revised appropriately by ENGINEER until accepted by OWNER. If ENGINEER does not agree with OWNER's suggested revisions, ENGINEER shall submit its reasons therefore to OWNER in writing.
- 4.14 In the event that the performance of any services described in this Article or in "Attachment A" under this Agreement by ENGINEER shall require ENGINEER to use, consider, complete, or evaluate any designs, specifications, contract documents, reports, studies or other services provided to OWNER or ENGINEER by another architect, engineer or consultant, ENGINEER shall take reasonable and prudent steps to verify the technical accuracy of such items and shall report in writing to OWNER any conflict, error or discrepancy which may be discovered by such investigation and verification. ENGINEER shall assume all risks and bear all costs associated with any conflict, error, inaccuracy or discrepancy in such items which are not discovered by ENGINEER due to its failure to conduct such reasonable and prudent inquiry and study, or which are discovered by ENGINEER but not reported in writing to OWNER provided, however, that ENGINEER shall not be barred from actions against third parties. At the written request of ENGINEER,

OWNER may assign to ENGINEER all or any portion of the rights which OWNER may possess to pursue remedies against the engineer, architect or consultant which provided OWNER with said designs, specifications, contract documents, reports, studies, or other services. Such a request shall not be unreasonably denied.

4.15 ENGINEER shall fulfill the requirements of governing regulatory agencies as may be applicable to the work and services to be performed by ENGINEER described in this Article or in "Attachment A".

4.16 The liability of ENGINEER under this Article shall survive the expiration of this Agreement.

#### ARTICLE 5. OWNER'S RESPONSIBILITIES

Except to the extent that such responsibilities are otherwise waived or assumed by ENGINEER, OWNER shall take reasonable steps to:

5.1 Issue a written notice to proceed within 30 days of fully executed Agreement. If OWNER fails to so issue the Notice to Proceed OWNER shall:

- A. Extend the completion date as described in "Attachment D" one (1) day for each day past the above date that the Notice to Proceed was not issued;
- B. Order ENGINEER to accelerate up to fifteen (15) days to maintain the schedule described in "Attachment D"; or
- C. A combination of A and B;

provided, however, that ENGINEER has executed this Agreement and satisfactorily delivered to and had accepted by OWNER, the documents required in Paragraph 7.4 within seven (7) calendar days of the award of this Agreement by the appropriate authority. To the extent that ENGINEER has failed to so perform, OWNER's obligation to extend the completion date shall not arise.

OWNER shall notify ENGINEER of its decision in writing prior to, or at the latest, at the time of the issuance of the Notice to Proceed.

If OWNER orders acceleration under subsections 5.1.B or 5.1.C, OWNER shall compensate ENGINEER the amount of a mutually agreed upon amount per day for acceleration.

OWNER may not order acceleration under this section after the Notice to Proceed is issued.

ENGINEER agrees that said compensation for acceleration and/or said time extension shall be full accord and satisfaction for any and all expenses and damages ENGINEER may

experience resulting from the delay and/or the order to accelerate.

- 5.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Subject to Article 22, such person will have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project. Said person as well or other key personnel are indicated in "Attachment C".
- 5.3 Make available all information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 5.4 Furnish to ENGINEER, as required by ENGINEER for performance of its services, data prepared by or services of others.
- 5.5 Monitor all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER.
- 5.6 Pay cost for advertising and obtaining formal bids or proposals from contractors.
- 5.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the monies paid to it under the construction contract.
- 5.8 Subject to the provisions of Paragraph 4.14, and to the extent that persons providing reports, data and other information to OWNER which OWNER furnishes to ENGINEER under this Article are responsible for their accuracy and completeness, OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all said reports, data and other information.
- 5.9 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 5.10 Attend the pre-bid conference, bid opening and preconstruction conferences.

#### ARTICLE 6. COMPLETION SCHEDULE

- 6.1 The proposed schedule for the completion of the Project is presented in "Attachment D" and is made a part hereof.
- 6.2 ENGINEER shall adhere to all time limits stated in this Agreement or included in any accepted time schedule. All such time limits shall be of the essence to this Agreement.
- 6.3 In all events, the various stages and phases of ENGINEER'S services are to be completed in such sequence and at such times, and within approved or agreed upon time limits, as may be

required to assure the timely, continuous, efficient and diligent prosecution of the work and services provided for by this Agreement.

- 6.4 OWNER may at any time, by written order, make changes within the general scope of the Agreement in the services of work to be performed. If ENGINEER believes that such a change justifies an increase in ENGINEER's contract time or contract price required to perform the services under this Agreement, it must assert such claim in writing within thirty (30) days of receipt of OWNER's written order giving rise to the claim. No claim for adjustment in the contract time or contract price will be valid if not submitted in accordance with this paragraph. No services for which ENGINEER will charge additional compensation shall be furnished without the written authorization of OWNER.
- 6.5 ENGINEER shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as permitted in Article 8, or as ENGINEER and OWNER may otherwise agree in writing.
- 6.6 If the commencement, prosecution or completion of the services under this Agreement, or of the construction of the Project is delayed by any act, omission, delay, neglect or default of ENGINEER, or anyone employed by ENGINEER, or by any damage or acts caused by the negligent acts or omissions by ENGINEER, then ENGINEER shall be liable to OWNER for any and all costs, assessments, expense, liabilities or damages caused thereby, in accordance with Paragraph 4.9.
- 6.7 ENGINEER shall not be responsible for any time delays in the Project, or in the performance of services under this Agreement, to the extent such delays are caused solely by any act, omission, neglect or default of OWNER or anyone employed by OWNER, or by the unreasonable delay of any review agency or utility, or for any delay or damage caused by fire or the combined action of workers and which are in no way chargeable, in whole or in part, to ENGINEER, or by any other conditions or circumstances beyond the control of ENGINEER, its employees, agents, or other persons for whose acts or omissions ENGINEER is responsible. In the event of such delay, ENGINEER shall be entitled to an adjustment in the scheduled or agreed time limitations for the performance of services, and this Agreement shall be modified in writing accordingly. Any claim of ENGINEER for adjustment under this clause must be asserted in writing within thirty (30) days from the date of the occurrence of the event giving rise to the claim, unless OWNER grants a further period of time before the date of final payment to ENGINEER. The adjustment of time for the performance of services, as provided in this paragraph, shall be ENGINEER's sole exclusive right, entitlement and remedy in the event of such delays, and ENGINEER shall have no claim against OWNER for adjustment for increase in costs of performance, or other damages occurred in connection therewith.

## ARTICLE 7. INSURANCE



7.1 ENGINEER shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and OWNER from the claims set forth below which may arise out of or result from ENGINEER's operations under this Agreement, whether such operations be by ENGINEER or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- A. Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- B. Claims for damages because of bodily injury and personal injury, including death, and;
- C. Claims for damages to property.

7.1.1 ENGINEER's commercial general liability insurance shall also provide coverage for the following:

- (a) Contractual liability insurance as applicable to any hold-harmless agreements in the contract;
- (b) Products and completed operations;
- (c) Broad form liability; and
- (d) Independent Contractors.

7.1.2 ENGINEER's insurance shall be not less than the amounts shown below:

- |     |                          |                            |
|-----|--------------------------|----------------------------|
| (a) | Worker's Compensation    | Statutory                  |
| (b) | Employer's Liability     |                            |
|     | Bodily Injury Accident   | \$100,000<br>each accident |
|     | Bodily Injury by Disease | \$500,000<br>policy limit  |
|     | Bodily Injury by Disease | \$100,000<br>each employee |

(c)	Commercial General Liability (Occurrence Basis)	
	Bodily injury, personal injury, property damage, contractual liability, products-completed operations.	
	General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Damage to Rented Premises	\$100,000 each occurrence
	Medical Expense Limit	\$5,000
(d)	Comprehensive Auto Liability (single limit) (owned, hired & non-owned)	\$1,000,000
	Bodily injury & property damage	\$1,000,000 each accident
(e)	Umbrella Excess Liability	\$1,000,000 each occurrence and aggregate
(f)	Professional Liability	\$1,000,000 per claim and aggregate

7.2.1 Professional liability coverage shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period.

7.2.2 Professional liability policies may be either claims made or per occurrence.

7.2.3 Deductibles on professional liability policies may be either per claim or per occurrence.

- 7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number or amount of claims made against a specific Project.
- 7.3 With the prior approval of OWNER, ENGINEER may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 Copies of Certificates of Insurance, naming the City of Greenfield as an "additional insured" (subsections 7.1.2(c) through (e) only), including proof of required Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER prior to the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.
- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of ENGINEER to the above-enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of ENGINEER.
- 7.7 Notwithstanding any other provision of this Agreement, ENGINEER shall provide all insurance coverage required by the documents provided by OWNER.

#### ARTICLE 8. COMPENSATION TO ENGINEER

- 8.1 For the services described in this Agreement or in "Attachment A", OWNER agrees to pay ENGINEER as per the provisions of "Attachment G", unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by ENGINEER under this Agreement, which estimates shall be prepared by ENGINEER and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment requests by ENGINEER shall be submitted once monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 When progress payments are made to ENGINEER, OWNER may withhold Ten Percent (10%) of the amount and value of all work and services theretofore performed by ENGINEER, as shown by ENGINEER's payment request. If OWNER determines that ENGINEER's performance is satisfactory, OWNER, at its sole discretion, may reduce or eliminate retainage. OWNER's right to withhold retainage pursuant to this paragraph may

be implemented at any time during ENGINEER's period of services and may relate back to prior payments against which no retainage was withheld. The money withheld will be placed in an interest bearing account with the interest earned payable to ENGINEER. Depository and account shall be mutually agreed upon. Once the Project is completed in accordance with the terms of this Agreement, OWNER will pay ENGINEER promptly for the retainage withheld and the resulting interest.

- 8.5 OWNER shall have the right to withhold from payments due ENGINEER such sums as necessary to protect OWNER against any loss, claim or damage which may result from the negligence or unsatisfactory work by ENGINEER, failure by ENGINEER to perform its obligations and responsibilities under this Agreement, or claims filed against ENGINEER or OWNER relating to ENGINEER's services or work. OWNER shall provide ENGINEER written notification of its reason for so withholding payments. When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.
- 8.6 OWNER shall pay ENGINEER for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within thirty (30) days of OWNER'S acknowledgement that invoice and documentation are acceptable. OWNER will give ENGINEER written notice within five (5) working days of receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation. If OWNER fails to pay ENGINEER according to this paragraph, OWNER shall pay ENGINEER **0.0192%** of the unpaid amount per each day in excess of thirty (30) days.
- 8.7 If, prior to the satisfactory completion of services under this Agreement, the total costs incurred by ENGINEER are within 25% of the maximum amount payable, ENGINEER shall notify OWNER in writing. ENGINEER shall cease all work when the total costs incurred equal 95% of the maximum amount payable. Work will not recommence until ENGINEER receives written notice from OWNER and an adjusted maximum amount payable has been negotiated, if in the sole judgment of OWNER, such an adjustment is required. ENGINEER shall not be entitled to compensation for unauthorized work over the maximum amount payable. This section shall not apply when the method of compensation described in Article 8.1 is lump sum.
- 8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such services, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, ENGINEER shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNER's performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

#### ARTICLE 9. TERMINATION BY OWNER

- 9.1 If ENGINEER becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, ENGINEER shall be considered in default, and OWNER may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that ENGINEER shall be given; (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of OWNER's intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination, and a reasonable opportunity to cure the default. In determining the amount of final payment to be made to ENGINEER upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by OWNER to be incurred by reason of ENGINEER's default.
- 9.2 This Agreement may be terminated in whole or in part in writing by OWNER for OWNER's convenience; provided that ENGINEER is given: (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is effected by OWNER, ENGINEER's compensation shall be equitably adjusted to include a reasonable profit for services or other work performed, and shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.
- 9.3 Upon receipt of a termination action for default or for OWNER'S convenience, ENGINEER shall: (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 9.4 If, after termination for ENGINEER's default, it is determined that ENGINEER was not in default, the termination shall be deemed to have been effected for the convenience of OWNER.

In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 9.2 and the recovery of such price adjustment shall be ENGINEER's sole remedy and recovery.

- 9.5 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by OWNER are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then OWNER shall have the

right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. OWNER agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

#### ARTICLE 10. TERMINATION BY ENGINEER

- 10.1 If OWNER fails to pay ENGINEER within sixty (60) days after payment is due, ENGINEER may, after having given fifteen (15) days written notice, and if OWNER has not made payment, terminate this Agreement. In the event of such termination, OWNER shall compensate ENGINEER in accordance with the provisions of Paragraphs 8.6 and 9.2 of this Agreement.
- 10.2 If OWNER requests ENGINEER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional, ENGINEER shall notify Director of OWNER of this request within three (3) days of the request being made. If Director renews request and request actually requires ENGINEER to act contrary to ENGINEER's responsibilities as a licensed design professional, ENGINEER may terminate this Agreement upon seven (7) days written notice to OWNER. In the event of such termination, OWNER shall compensate ENGINEER in accordance with the provisions of Paragraph 9.2 of this Agreement.
- 10.3 If ENGINEER loses the services of key personnel essential to the prosecution of this Agreement, ENGINEER has the following options:
- A. With the consent of OWNER, substitute other personnel (OWNER may not unreasonably withhold consent); or
  - B. Terminate the Agreement.

However, if ENGINEER terminates the Agreement, OWNER may complete PROJECT in any manner deemed appropriate. ENGINEER shall be liable to OWNER for the difference between the cost of completing the PROJECT after termination and the contract price, but less expenses saved in consequence of ENGINEER's termination. If ENGINEER is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by the ENGINEER if used, reused, changed or completed by the OWNER or by another party, unless authorized by ENGINEER.

#### ARTICLE 11. SUCCESSORS AND ASSIGNS

- 11.1 OWNER and ENGINEER each binds itself and its partners, successors, executors,

administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to the promises, representations, acknowledgements, covenants and responsibilities contained in this Agreement.

- 11.2 Except as otherwise provided herein, ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of OWNER.
- 11.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OWNER.

#### ARTICLE 12. RECORDS; AUDITS

ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. ENGINEER shall also maintain the financial information and data used by ENGINEER in the submission or preparation of any cost submission, statement or summary submitted to OWNER or any funding agency. OWNER, or any agencies which have tendered grants for the Project, or any person so designated by a granting agency shall, until the expiration of THREE (3) years after final payment under this Agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of ENGINEER involving any transaction related to this Agreement. To the extent that the person or entity which seeks to examine, inspect, audit and copy said documents is under the control of OWNER, said person or entity will provide ENGINEER with seventy-two (72) hours written notice. ENGINEER agrees to incorporate this provision into any subagreements executed by ENGINEER with others for work or services related to this Project. The periods of access and examination as described herein shall continue until any disputes, claims or litigation arising out of the performance of this Agreement have been disposed of.

#### ARTICLE 13. OWNERSHIP OF DOCUMENTS

All drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material relating to this Project, developed in the performance of this Agreement or prepared in connection therewith, will become the property of OWNER and shall be delivered to OWNER, if requested by OWNER, upon completion of services and payment of all monies due to ENGINEER or upon termination of this Agreement. With respect thereto, ENGINEER shall not assert or establish any right or claim under the design patent or copyright law. ENGINEER agrees that work done under this Agreement constitutes "work for hire" under copyright law, and OWNER shall retain the right to any design patent or copyright and may use any and all materials prepared by ENGINEER without reservation. In the event that any deliverables developed during this project are deemed not to be "works for hire" under copyright law, ENGINEER agrees, at no additional cost, to assign all right, title and interest, including copyright in and to such deliverables, to OWNER. OWNER will not change or reuse any document for any project or purpose other than as described in the Agreement without the written consent of

ENGINEER. Any such reuse or modification is without liability to ENGINEER unless authorized by ENGINEER. However, ENGINEER expressly acknowledges that OWNER is a public agency and is subject to public access, disclosure and distribution laws, regulations and policies. ENGINEER acknowledges that OWNER will not treat this Agreement as confidential information and will post the Agreement on OWNER website as required by law. Use by the public of any document or the information contained therein, shall not be considered an act of OWNER.

#### ARTICLE 14. NOTICES

When written notice is required by this Agreement, it shall be sufficiently given, in the absence of a specific provision to the contrary, when delivered or sent by United States first-class mail to ENGINEER at its business address, or to OWNER or OWNER's representative, or by personally delivering such notice to the party to be in receipt thereof.

#### ARTICLE 15. NONDISCLOSURE

Unless required by law, ENGINEER shall not divulge information concerning this Project to anyone, unless prior written approval is received from OWNER, and shall obtain similar agreements from persons and firms employed by it. OWNER reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of this Agreement.

#### ARTICLE 16. OTHER CONSULTANTS

OWNER reserves the right to employ other engineers, architects and consultants in connection with the work or Project.

#### ARTICLE 17. REDUCTION FOR DEFECTIVE PRICING DATA

If OWNER determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased because ENGINEER or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified or represented in any submittal to OWNER or funding agencies, then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

#### ARTICLE 18. NON-CONTINGENT FEES

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



## ARTICLE 19. CHOICE OF FORUM

Parties agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

## ARTICLE 20. NON-DISCRIMINATION

- 20.1 ENGINEER and subcontractor shall not discriminate against any employees or applicant for employment, to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
- 20.2 ENGINEER represents for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:
- A. Prohibition of discrimination in employment practices on the basis of race, sex, creed, color, religion, national origin, ancestry, age, handicap, disabled veteran status and Vietnam era veteran status.
- 20.3 ENGINEER shall include all covenants and certifications as are contained in this Article in all subagreements related to this Agreement.

## ARTICLE 21. APPLICABLE LAWS

- 21.1 Subject to the provisions of the following paragraph, ENGINEER agrees to conform to all federal, state, and local laws, rules and regulations applicable to ENGINEER in performing work pursuant to this Agreement in force at the time of design, including, but not limited to, those relating to discrimination in employment, conflicts of interest, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Indiana, and all Municipal Ordinances and Codes of the City of Greenfield and Hancock County.
- 21.2 Compliance with any state or federal statute or local ordinance enacted or regulations promulgated thereunder after the effective date of this Agreement for which notice had been published prior to the execution by ENGINEER of this Agreement which affect the services of ENGINEER shall be the responsibility of ENGINEER without entitling ENGINEER to an increase in either time of performance or in contract price.

## ARTICLE 22. AMENDMENTS

This Agreement may be amended only by written instrument and signed by both OWNER and ENGINEER.

#### ARTICLE 23. SEVERABILITY

In the event any provision of this Agreement is determined by a court of competent jurisdiction or by the laws of the State of Indiana to be null and void, such provision shall be stricken and all other provisions which can be given effect independently of the stricken provision shall remain in full force and effect.

#### ARTICLE 24. CONFLICT OF INTEREST

24.1 ENGINEER certifies and warrants to OWNER that neither it, nor its agents, representatives or employees who will participate in any way in the performance of ENGINEER's obligations hereunder has, or will have during the Project, any conflict of interest relative to the Project, direct or indirect, with OWNER. ENGINEER shall immediately notify OWNER if a conflict of interest should arise during the Project. Upon being so notified, OWNER may either:

- A. Waive the conflict; or
- B. Terminate the Agreement according to Paragraph 9.1.

24.2 For purposes of compliance with IC 36-1-21, ENGINEER certifies and warrants to OWNER that ENGINEER, or a person who wholly or partially owns ENGINEER, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Greenfield, Indiana, or a member of the City Council of Greenfield, Indiana.

#### ARTICLE 25. REQUIRED DOCUMENTATION

25.1 ENGINEER shall furnish OWNER any documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Greenfield, Hancock County, other units of local government, the State of Indiana, and the United States.

25.2 ENGINEER further represents that it is now and shall remain in good standing with such governmental agencies and that it will keep its license, permit, registration, authorization or certification in force during the term of this Agreement, to perform the services described in "Attachment A" and in this Agreement.

#### ARTICLE 26. INDEPENDENT CONTRACTOR STATUS

ENGINEER expressly understands and agrees that it is an independent contractor and that it is not an employee of OWNER, and OWNER is not to provide Worker's Compensation, health or

accident insurance coverage or indemnification agreement of any kind which would cover ENGINEER or its employees, if any, in and under the terms of this Agreement.

#### ARTICLE 27. WAIVER

OWNER's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of OWNER's rights or remedies.

#### ARTICLE 28. USE OF GIS DATA

OWNER hereby grants to ENGINEER a nonexclusive, nontransferable license to that portion of the City of Greenfield GIS Database delivered to ENGINEER (the "Delivered Materials") under the terms of this Agreement, subject to the following terms and conditions: ENGINEER shall have the right to copy the Delivered Materials in digital form into computer memory or onto computer storage devices and to prepare from them derivative works in digital form for the sole purpose of performing services under this Agreement. All Delivered Materials are provided "as-is" without warranty of any kind. ENGINEER's license shall terminate upon completion of the services under this Agreement.

#### ARTICLE 29. ALLOCATION OF RISK

ENGINEER agrees to indemnify and hold harmless the City of Greenfield, Indiana and its officers, officials and employees for all, damages, liabilities, judgments and liens only to the extent caused by any negligent act or omission by ENGINEER or any of its officers, partners, agents, employees or subcontractors. Such indemnity shall include reasonable attorney's fees and applicable costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. To the fullest extent permitted by law, OWNER and ENGINEER waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

#### ARTICLE 30. TAXES

OWNER is exempt from state, federal and local taxes. OWNER will not be responsible for any taxes levied on ENGINEER as a result of this Agreement.

#### ARTICLE 31. RESTRICTIONS ON LOBBYING

If federal funds are to be used in connection with this Agreement, ENGINEER certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that ENGINEER has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence of an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard **Form-LLL**, "Disclosure of Lobbying Activities" in accordance with its instructions.
- C. ENGINEER also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

#### ARTICLE 32. MAINTAINING A DRUG-FREE WORKPLACE

- 32.1 ENGINEER hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to OWNER within ten (10) days after receiving actual notice that an employee of ENGINEER has been convicted of a criminal drug violation occurring in ENGINEER's workplace.
- 32.2 In addition to the provisions of subparagraph 32.1 above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, ENGINEER hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by ENGINEER in conjunction with this Agreement.
- 32.3 It is further expressly agreed that the failure of ENGINEER to in good faith comply with the terms of subparagraph 32.1 above, or falsifying or otherwise violating the terms of this certification reference in subparagraph 32.2 above, shall constitute a material breach of this Agreement, and shall entitle OWNER to impose sanctions against ENGINEER including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of ENGINEER from doing further business with OWNER for up to three (3) years.

#### ARTICLE 33. DISPUTE RESOLUTION

- 33.1 OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Agreement or the breach thereof (DISPUTES) to mediation according to the provisions of "Attachment E".
- 33.2 Only after complying with the provisions of Paragraph 33.1, the parties may by mutual agreement in writing designate any DISPUTE, except for claims which have been waived by the making or acceptance of final payment, to be decided by arbitration. Such designation shall specifically identify and describe the DISPUTE. Arbitration proceedings shall be initiated only as to DISPUTES as so identified and described in such written agreement, and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 33.3 ENGINEER shall carry on the work and maintain the schedule for services during any mediation, arbitration or litigation proceedings, unless otherwise agreed by ENGINEER and OWNER in writing.
- 33.4 Any such arbitration may, at the option of OWNER, involve by joinder or otherwise, all parties or persons substantially involved in common questions of fact or law whose presence may be required. All consultant agreements, purchase orders and related construction agreements between ENGINEER and other parties shall provide for such arbitration and consolidation.
- 33.5 If OWNER shall be party to an arbitration of a DISPUTE which arises, in full or in part, from ENGINEER's negligence or failure to fulfill any obligation or responsibility under this Agreement, OWNER may, at its option, and by written notice, advise ENGINEER of such arbitration proceeding and afford ENGINEER the opportunity to participate therein. In such case, ENGINEER will be bound by any award rendered by the arbitrators to the extent that such award is adverse to OWNER.

#### ARTICLE 34. TERM OF AGREEMENT

This Agreement shall become effective upon completion of the following:

- A. Delivery to OWNER and acceptance by OWNER, of the documents required in Paragraph 7.4; and
- B. Latest date of execution by any required signatories;

and shall expire upon the successful completion and final acceptance of ENGINEER's services, as set forth in this Agreement or "Attachment A", and OWNER's payment therefore. In computing any period of time prescribed by this Agreement, the date of any notice to proceed shall not be

included in such computation. The last day of any period of time prescribed in this Agreement shall be included unless it is a Saturday, Sunday or a legal holiday as established by ordinance of the City Council of Greenfield, Indiana. In such cases, the period of time shall run until the end of business hours of OWNER on the next day that is not a Saturday, Sunday, or a legal holiday as established by ordinance.

#### ARTICLE 35. NOTICE TO PROCEED

ENGINEER shall not begin work pursuant to this Agreement until it receives a Notice to Proceed from OWNER.

#### ARTICLE 36. INTEGRATION

This Agreement and the documents incorporated herein represent the entire understanding between and among the parties hereto. The signing of this Agreement by the parties constitutes their mutual recognition that no other contracts or agreements regarding any of the services to be provided herein, oral or written, except as attached hereto or specifically incorporated herein, exists between them, and that if such oral or written contracts or agreements exist, such are hereby cancelled. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding not reduced to writing and incorporated in this Agreement prior to the execution thereof or not reduced to writing and incorporated in written amendments to this Agreement.

#### ARTICLE 37. DEBARMENT AND SUSPENSION

- 37.1 ENGINEER certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of ENGINEER.
- 37.2 ENGINEER shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 37.3 ENGINEER shall provide immediate written notice to OWNER if, at any time after entering into this Agreement, ENGINEER learns that its certifications were erroneous when submitted, or ENGINEER is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

## ARTICLE 38. E-VERIFY PROGRAM

Compliance With E-Verify Program. By executing this Agreement, the ENGINEER affirms under the penalties of perjury that the ENGINEER does not knowingly employ an unauthorized alien. The ENGINEER further agrees that:

- A. The ENGINEER shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The ENGINEER is not required to participate should the E-Verify program cease to exist. Additionally, the ENGINEER is not required to participate if the ENGINEER is self-employed and does not employ any employees.
- B. The ENGINEER shall not knowingly employ or contract with an unauthorized alien. The ENGINEER shall not retain an employee or contract with a person that the ENGINEER subsequently learns is an unauthorized alien.
- C. The ENGINEER shall require its subcontractors, who perform work under this Contract, to certify to the ENGINEER that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The ENGINEER agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

If ENGINEER is in violation of IC § 22-5-1.7, and fails to cure the breach within 30 days after being notified by the OWNER, such circumstance may constitute a material breach of this Agreement and the OWNER may terminate this Agreement as provided by this statute.

## ARTICLE 39. ADDITIONAL INFORMATION UPON REQUEST

ENGINEER shall, upon request of OWNER, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

## ARTICLE 40. WAGE THEFT/PAYROLL FRAUD

ENGINEER shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against ENGINEER or its subcontractors to the OWNER within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against ENGINEER with respect to services provided to OWNER, OWNER may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.

## ARTICLE 41. FORCE MAJEURE

### 41.1 DEFINITION OF FORCE MAJEURE

Within this Agreement, an event of Force Majeure means an event beyond the control of the ENGINEER and the OWNER, which prevents a party from complying with any of its obligations under this Agreement, including the following:

- 41.1.1 An act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- 41.1.2 War, hostilities (whether war be declared or not), invasion, active foreign enemies, mobilization, requisition or embargo;
- 41.1.3 Rebellion, revolution, insurrection, or military or usurped power, or Civil War;
- 41.1.4 Riot, commotion, strikes, lockouts or disorder, unless civilly restricted to employees of the Engineers or his subcontractors or vendors;
- 41.1.5 Acts or threats of terrorism.

#### 41.2 Consequences of Force Majeure Event

- 41.2.1 Neither the OWNER nor ENGINEER shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- 41.2.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of and Event of Force Majeure upon it being perceived by or becoming known to the Affected Party.
- 41.2.3 If, and to the extent that, the ENGINEER is prevented from executing the services contemplated by the Agreement, by the Event of Force Majeure, while the ENGINEER is so prevented, the ENGINEER shall be relieved of its obligations to provide the effective service, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practical [and in accordance with Good Operating Practices], provided that if and to the extent the engineer occurs additional expense in doing so, the Engineer shall be entitled to the amount of such increase cost [cost being defined as having no profit component] and the Engineer having taken reasonable steps to mitigate the additional cost.
- 41.2.4 If, and to the extent that, the ENGINEER suffers a delay in providing the services set forth in this Agreement as a result of the Event of Force Majeure then ENGINEER shall be entitled to an extension for the time of completion as deemed appropriate by OWNER.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

ENGINEER  
AMERICAN STRUCTUREPOINT, INC.

OWNER  
GREENFIELD BOARD OF PUBLIC  
WORKS AND SAFETY

By: DocuSigned by:  
*Cash E. Canfield*  
F19A20CCE23A42D...

Printed: Cash E. Canfield

Title: President

Date: 6/5/2025

Mayor Guy Titus

Brent Robertson

Larry Breese

Glenna Shelby

Katherine Locke

## **“ATTACHMENT A”**

### **SERVICE BY ENGINEER**

#### **A. GENERAL**

The ENGINEER shall provide engineering services and prepare road and traffic design plans, preliminary opinions of probable construction cost for roundabout design services to convert the existing 2-way stop controlled intersection at E. New Road and N. Blue Road to a single-lane roundabout intersection with pedestrian facilities on all four quadrants, roundabout lighting, all in accordance with the NCHRP 1043 Roundabout Design Guidelines. This project is assumed to be funded with local dollars only.

#### **B. TOPOGRAPHIC SURVEY**

1. The ENGINEER shall provide the field survey required for preparation of design plans in conformance with the requirements of Chapter 106 of the Indiana Department of Transportation (INDOT) Design Manual (Survey Manual).
2. The survey limits are generally described below, and as shown in Attachment A-1:
  - a. Along E. New Road from 500 linear feet west of N. Blue Road to 500 linear feet east of N. Blue Road with a total length of not more than 1,000 linear feet. The survey corridor width shall generally be no wider than 150 feet.
  - b. Along N. Blue Road from 600 linear feet north of E. New Road to 500 linear feet south of E. New Road with a total length of not more than 1,000 linear feet. The survey corridor width shall generally be no wider than 150 feet.
  - c. No more than 100 linear feet along all private drives and approaches directly adjacent to E. New Road and N. Blue Road, for the project limits described in B.2.a-b.
3. The ENGINEER shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-way and recorded easements. The ENGINEER will not be responsible for damages resulting from a utility company who does not respond or for utilities that are not marked or that are mismarked.

#### **C. ENVIRONMENTAL SERVICES**

The ENGINEER shall prepare the necessary documentation to advertise and conduct one (1) Public Open House for the project. The intent of the meeting is to provide the public with an opportunity to review project plans, graphics, and submit questions to the design team. A project website will be included for this open house and include project graphics, plans, and a comment box. A formal presentation is not anticipated for this meeting.

Although the project is not federally funded, public notices and graphics will be prepared for the Public Open House in accordance with the most recent version of the INDOT Project Development Public Involvement Procedures Manual and revisions thereto for consistency.

The ENGINEER shall prepare a Wetland Delineation Report to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance and minimizations efforts for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. It is anticipated that one site visit will be necessary to complete this work. If it is determined that water quality permits will be required for unavoidable impacts to identified water resources, additional or supplemental services will be required to prepare the appropriate permit applications.

#### **D. ROADWAY & ROUNDABOUT DESIGN**

1. The ENGINEER shall prepare Field Check Plans (40%), Final Plans (90%), and Final Construction Documents (100%), and special provisions for the specifications, which will 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: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any, as well as City of Greenfield Standards. The opinion of probable cost for construction shall be prepared in accordance with the INDOT Standard procedure and Unit Bid Price Data.
2. The ENGINEER shall prepare two conceptual layouts for the roundabout. One concept shall show the roundabout center at the existing intersection and another shall show the roundabout center shifted to the northwest. Both layouts shall be on the best available aerial imagery with GIS Right-of-Way lines showing impacts to adjacent properties. Opinions of probable construction cost shall be prepared for both conceptual layouts.
  - a. The anticipated project design scope is described below:
    - i) Typical cross section to include one travel lane in each direction, drainage using curb and gutter with a combination of enclosed storm sewer and curb turnouts and roadside ditches.
    - ii) Full closure of the intersection with detour routes for both E. New Road and N. Blue Road.

- iii) Single Lane Roundabout Design in accordance with NCHRP Report 1043 guidelines. The Roundabout shall have an inscribed circular diameter no larger than 120 feet and shall physically accommodate the Indiana Design Vehicle (WB-67).
- iv) Shared-Use path pedestrian facilities along the south side of E. New Road with sidewalks along the north side of E. New Road (crosswalks across all 4 legs).
- v) The anticipated storm water drainage design is:
  - (a) It is assumed that roadway runoff to be conveyed to the existing enclosed storm sewer system and/or existing roadside ditches, thus maintaining the existing drainage patterns.
  - (b) Stormwater detention (in-line assumed) for the additional impervious area for the project.
  - (c) Stormwater BMPs for the project impervious area at each stormwater outlet location.
- vi) Underdrains shall be designed for the reconstructed pavement.

**E. PAVEMENT DESIGN**

1. The ENGINEER shall perform pavement design in accordance with the INDOT Design Manual, Chapter 304.
2. The ENGINEER shall compile all required data to complete the pavement design for the Project.
3. It is assumed that the project will require full depth reconstruction of the existing pavement. If it is determined that portions of the existing pavement will be re-used; and a site investigation and patching table are required; it will be considered outside the scope of this contract.
4. The ENGINEER shall recommend one asphalt section for mainline full-depth pavement design, and the sections will be evaluated using AASHTOWare Pavement ME Design Software, according to Chapter 304 of The Indiana Design Manual, current INDOT practices, and current industry standards.
5. The ENGINEER shall recommend construction and maintenance operations for the proposed pavement sections according to current INDOT practices.
6. The ENGINEER shall prepare a final pavement design report, detailing recommendations, analysis, and assumptions involved in the pavement design.

**F. ROUNDABOUT LIGHTING DESIGN**

1. The ENGINEER will provide lighting design services for the proposed roundabout at the intersection of Blue Road & New Road per the Indiana Design Manual and IES Design Guide for Roundabout Lighting (IES RP-8-18). The lighting design services will include the following:
  - a. Use of the City of Greenfield standard light foundations, poles, and luminaires.
  - b. Prepare intersection lighting design plans (preliminary and final construction plans)
  - c. Perform photometric analysis and voltage drop calculations
  - d. Prepare lighting quantities using standard pay items and develop preliminary opinion of probable cost
  - e. Prepare specifications and special provisions for contract documents

**G. CONSTRUCTION STORMWATER GENERAL PERMIT**

The ENGINEER shall prepare and submit an Erosion Control Plan and Stormwater Pollution Prevention Plan (SWPPP) to procure appropriate Notice of Intent for construction.

**H. UTILITY COORDINATION**

The ENGINEER shall provide the necessary coordination to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

The ENGINEER shall stake the project Right-of-Way and proposed storm sewer structures for utility relocations one time. Should additional trips be required due to circumstances outside of the ENGINEER's control, these additional trips will be subject to additional compensation.

The ENGINEER shall coordinate with the utility providers and track utility relocations from the issuance of the Work Plan Approval and Notice to Proceed through the completion of utility relocations. The ENGINEER shall not be responsible for utility relocations that are not completed in accordance with the approved Utility Work Plan.

**I. MEETINGS**

The ENGINEER shall, as needed, make arrangements for and attend meetings in cooperation with the OWNER, local officials, INDOT officials, planning agencies or

commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The ENGINEER will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One Preliminary Plan meeting with the OWNER
2. 1-on-1 Meetings with Property Owners (up to 4 total)
3. One Final Plan meeting with the OWNER
4. One Public Information Meeting (Open House format)

**J. BIDDING PHASE SERVICES**

The services for this phase will include preparing and issuing the contract documents, issuing addenda as appropriate, attending the pre-bid conference, answering contractor questions, review of the contractor bids, and contract award recommendation to the city.

**K. RIGHT-OF-WAY ENGINEERING**

1. Right-of-Way Engineering
  - a. The ENGINEER shall prepare title research, legal descriptions, route survey plats and/or right-of-way parcel plats, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL, and 865 IAC 1-12.
  - b. The ENGINEER shall compare and study, in detail, all of the title information and survey data furnished with it, and the Consultant shall calculate or otherwise determine all other data, as may be necessary, for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL.
  - c. The ENGINEER may, with prior written approval of OWNER, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by OWNER for the purpose of completing the services included in this Agreement.
  - d. The ENGINEER may, with the prior written approval of OWNER, undertake field surveys for the purpose of checking title or plan data and/or for the acquisition of vital locative and boundary information that is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the services included in this Agreement.
  - e. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the ENGINEER will be dated and will bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is

prepared, or under whose personal supervision the same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility.

## 2. Right-of-Way Staking

The ENGINEER shall provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

## 3. Title Research Services

### a. Preparation of Title and Encumbrance Reports – Permanent Right-of-Way

- i. A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property.

### b. Preparation of Title and Encumbrance Reports – Temporary Right-of-Way

- i. A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information.

### c. Supplemental Title and Encumbrance Reports (Updates)

When requested, the ENGINEER shall provide title work from the date of the original Title and Encumbrance Report to the present date. The ENGINEER shall provide the following, in duplicate:

- i. A cover sheet that identifies any changes and the associated recording documents. In addition, the ENGINEER shall note the current status of the taxes.
- ii. Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.

## 4. Appraisal Problem Analysis

The ENGINEER shall provide an appraisal problem report prepared by the project review appraiser (who is prequalified with INDOT) as follows:

- a. Examine the right-of-way plans and determine the extent of the taking
- b. Perform an on-site inspection of each parcel requiring right-of-way acquisition

- c. Determine the type of appraisal needed for each parcel in accordance with INDOT procedures
- d. Complete an appraisal problem analysis form for each parcel to be acquired
- e. Transmit the completed report to the OWNER for review and approval prior to the initiation of appraisal activity
- f. Revise the appraisal problem analysis, as required, during the course of the project.

## **L. LAND ACQUISITION SERVICES**

### **1. Project Management for Acquisition Services**

- a. The ENGINEER shall be responsible for administration, scheduling, and coordination of all activities necessary to certify that the right-of-way has been acquired and the PROJECT(s) is (are) clear for construction letting, including meetings, conferences, and communications with property owners, attorneys, engineers, appraisers, buyers, relocation agents, and the OWNER.
- b. These right-of-way services include all reasonable services required to secure the parcels based on the approved engineering design or recommendation to the OWNER that a parcel be condemned.
- c. The ENGINEER will ascertain that either the Appraiser or Buyer will provide each parcel owner with a copy of How Land is Purchased for Highways.
- d. The ENGINEER will submit proposed fees for subconsultants to the OWNER for approval prior to contracting for the services.
- e. The ENGINEER will process claim vouchers and submit to the OWNER for payments to property owners.
- f. The ENGINEER will submit each parcel file to the OWNER upon completion of the described services.

### **2. Appraisal**

- a. The ENGINEER is to perform real estate appraisals and prepare appraisal reports in accordance with The INDOT Appraisal Manual through the services of an INDOT prequalified appraiser.
- b. The ENGINEER agrees to furnish the OWNER, attached to each report, all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the OWNER.



- c. The ENGINEER agrees to furnish appraisals in an original plus one copy, and one copy on green paper for disbursement to the parcel owner.
- d. If Waiver Valuation reports are required, the ENGINEER will provide an original plus one copy, and one copy on green paper for disbursement to the parcel owner to the OWNER for approving the report prior to acquisition of the parcel.
- e. The appraisal will, to the best of ENGINEER's knowledge and ability, conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in The INDOT Appraisal Manual (PDF file format is available on the INDOT website) and/or conferences between the parties.
- f. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The ENGINEER is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the OWNER and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the OWNER, the ENGINEER shall inform OWNER, in writing, of any such defect, error, or omission that cannot be resolved without altering the design.
- g. The ENGINEER agrees to updating reports at the request of the OWNER and/or testify on behalf of the OWNER, on any parcels should he/she be required to do so by the OWNER. In consideration for actions taken by the ENGINEER, the OWNER will agree in writing to fees for testimony prior to the date the ENGINEER must testify.

### 3. Appraisal Review

- a. The ENGINEER agrees to furnish the OWNER all comparables used in the report, attached to each report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the OWNER.
- b. The ENGINEER agrees to furnish reviews in an original plus one copy, and one copy on green paper for disbursement to the parcel owner.
- c. The Certificate of Review Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in The INDOT Appraisal Manual (PDF file format is available on the INDOT website) and/or conferences between the parties.
- d. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or

implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The ENGINEER is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the OWNER and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the OWNER, the ENGINEER shall inform the OWNER, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

- e. The ENGINEER agrees to update reports at the request of the OWNER and/or testify in court on behalf of the OWNER, on any parcels should he/she be required to do so by the OWNER. In consideration for actions taken by the ENGINEER, the OWNER will agree in writing to fees for testimony prior to the date the ENGINEER must testify.

#### 4. Negotiation/Buying

- a. The ENGINEER will be assigned parcels of real estate to acquire on an as-needed basis. The ENGINEER shall make every reasonable effort to acquire assigned parcels expeditiously through buyers prequalified by INDOT.
- b. The ENGINEER shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by the OWNER as just compensation for the acquisition. The offer will be made in a Uniform Land and Easement Acquisition Offer letter that will be given to each parcel owner in person or sent by certified mail with return receipt requested. The ENGINEER shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner will only be on light green paper) and a written statement explaining the basis for the amount that has been established. In accomplishing the above, the ENGINEER shall do the following:
  - i. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
  - ii. No later than the first contact where the offer is discussed, the ENGINEER shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges, and obligations.
- c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the ENGINEER and approved by OWNER.

- d. A revised offer and summary statement of just compensation will be provided the owner if:
  - i. The extent of the taking is revised; or
  - ii. The approved estimate of just compensation is revised by the Review Appraiser.
- e. The ENGINEER shall maintain adequate records to include a report for each parcel containing but not limited to:
  - i. The date and place of contact
  - ii. The parties of interest contacted
  - iii. The offer made
  - iv. The counter offer or reasons offer was not accepted
  - v. The signature of the buyer, date, and initialed by the person contacted
- f. The property owner must be given a copy of the report on each contact.
- g. The ENGINEER further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989, and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The ENGINEER further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the Buying Section Policy and Procedures Manual, this "Appendix "A", and any necessary interpretation of these furnished by OWNER. Any parcel that does not meet such requirements will be further documented without additional compensation to the ENGINEER.
- h. When attempts to buy are unsuccessful, the ENGINEER shall record his recommendation for action and submit it to the OWNER.
  - i. The recommendation will consider administrative settlement, include the amount of settlement and reasons for a settlement;
  - ii. Otherwise, a condemnation report shall be filled out, title update ordered, and completed file submitted with the completed file after receiving a completed title update.
- i. The ENGINEER shall provide, upon the direction of the OWNER, an updated title and encumbrance report upon submission of any secured or condemned parcel.

j. The ENGINEER shall enter pertinent information on appropriate conveyance document(s) for each parcel as described in the parcel packet and verify that the document(s) is recordable for the respective county.

k. If condemnation services are required, the ENGINEER can provide them as an Additional Service.

5. Recording

a. ENGINEER shall have the conveyance documents and any other documents necessary for recordation recorded in the appropriate County immediately following land acquisition payment to the land owner, unless the OWNER notifies the ENGINEER that the OWNER will do all recordations. ENGINEER shall verify that respective county guidelines are met prior to recording.

**M. CONSTRUCTION PHASE DESIGN SERVICES**

1. Following the award of a construction contract, the ENGINEER will be responsible for attending the preconstruction meeting, this begins the Construction Phase Design Services scope.

2. The ENGINEER shall review all shop drawings for this Agreement during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The ENGINEER review will be conducted with reasonable promptness while allowing sufficient time in the ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that the ENGINEER has reviewed the entire assembly of which the item is a component. The ENGINEER shall not be responsible for any deviations from the Construction Documents not brought to the attention of the ENGINEER in writing by the Contractor. The ENGINEER shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

3. During the course of construction, the ENGINEER shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the ENGINEER's plans. All such inquiries will be made only by persons designated by the OWNER to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The ENGINEER shall not be required to respond to inquiries by persons other than the OWNER's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

**N. GEOTECHNICAL SERVICES**

The ENGINEER shall make or cause to be made a geotechnical investigation compatible with the expected Project characteristics. The general scope of geotechnical services is attached as Exhibit A. In the event more extensive boring, sampling, and testing are needed, such services will be added via an amendment.

**O. SUBSURFACE UTILITY ENGINEERING SERVICES**

The ENGINEER shall utilize the following methods to interpret the presence of subsurface utilities consistent with Utility Quality Level-B:

1. Requesting records from utilities, onsite visit, and digital walkthrough
2. Estimated footage for billing purposes is assumed based on the records obtained and may fluctuate based on additional findings during utility targeting
3. Using passive and direct connect methods of electromagnetic locating the horizontal position of utility facilities based on the records obtained in the research phase. Every reasonable effort will be made to locate horizontal position of all utility facilities of which we have been made aware of within the provided project area, in accordance with ASCE standard 38-22.
4. Exclusions and Assumptions:
  - a. Establishing location of utilities is collected through passive and conductive means of locating. The accuracy of the results is subject to varying factors beyond the control of ENGINEER. These factors include and are not limited to:
    - 1) Non-conductive materials without tracer wire
    - 2) Non-conductive materials with tracer wire
    - 3) Reinforced concrete below or above a utility facility
    - 4) Metal structures secured to the ground (fences, guardrails, railroads, etc.)
    - 5) Overhead conductors (electric cables, copper cables, etc.)
    - 6) Underground obstructions (Construction debris, high water table, stone with conductive materials, etc.)
    - 7) Composition of subsurface materials
  - b. This service will be provided with due diligence, in a manner that is consistent with the standards of subsurface utility recording and exchange within the industry. Every reasonable effort will be made to locate all facilities known within the project limit including those facilities found on site that records may not have been available or acquired in the research phase. The ENGINEER does not

guarantee that all facilities can be detected, nor guarantees that all facilities can be found.

- c. Exact utility locations are not confirmed unless visually exposed and surveyed, and then only at those specific exposed locations
- d. The ENGINEER does not detect non-utility structures such as tanks, wells, septic systems, tunnels, etc.
- e. The ENGINEER does not guarantee the size and limits of subsurface utility vaults or manholes as this data is typically obtained from the utility.
- f. The ENGINEER does not guarantee that all active or abandoned utility systems or structures can or will be detected, including, but not limited to, nonconductive materials or utilities located underneath other utilities.
- g. The ENGINEER shall not be required to enter into any confined spaces such as sewer or drain manholes.
- h. Utility locates conducted by the ENGINEER are for the purposes of identifying conflicts within the design services of a project and are not supplemental to 811 or Private Locating services.

**P. DELIVERABLES**

For Final Road and Lighting Plans:

- 1. One (1) set of final approved tracings of the contract plans drawn to a suitable scale on standard 22" x 34" sheets in Adobe .pdf format.
- 2. One (1) set of Contract Documents for bidding in Adobe .pdf format.
- 3. One (1) copy of the opinion of probable construction cost in Adobe .pdf format.
- 4. One (1) copy of all design computations in Adobe .pdf format.

Additional general data shall be issued at the mutual agreement of the ENGINEER and the OWNER. The ENGINEER does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the ENGINEER.

**Q. ADDITIONAL SERVICES**

The following items are not included in the scope of services. If such services are required, they will be added by an amendment to this Agreement.

- 1. Traffic signal design

2. Additional meetings beyond what is identified in the scope
3. Detailed groundwater assessment service
4. Hazardous material remediation plan service
5. Asbestos Report
6. Building demolition plan service
7. Landscape or Streetscape design beyond standard seed and sod
8. Wayfinding and monumental signage
9. Stormwater detention design
10. Retaining wall design services
11. Temporary retaining structures design for construction operations
12. IDNR Permitting
13. Floodplain or floodway analysis, modeling, and submittals to IDNR and FEMA
14. INDOT staged submittals and plan reviews
15. Subsurface utility location/engineering beyond the scope of services specifically listed and preparation of utility relocation plans
16. Private utility design including but not limited to water, sanitary sewer, electric, gas, or communications
17. Wetland, Stream, and/or Tree mitigation
18. Phase I or Phase II environmental studies
19. NEPA Documentation
20. County Legal Drain Permit
21. Noise Wall Design
22. Maintenance-of-Traffic Design
23. Trip generation, assignment or distribution of additional development scenarios/sites beyond what is stated in the above contract in terms of development sites
24. Traffic analysis related to staged development of the proposed sites
25. Traffic analysis
26. Traffic coordination with INDOT
27. Transportation Management Plan
28. National Register of Historic Places or State Owned sites involvement
29. Section 6(f) evaluation or activities
30. INDOT involvement and coordination for State CE or supporting environmental documentation

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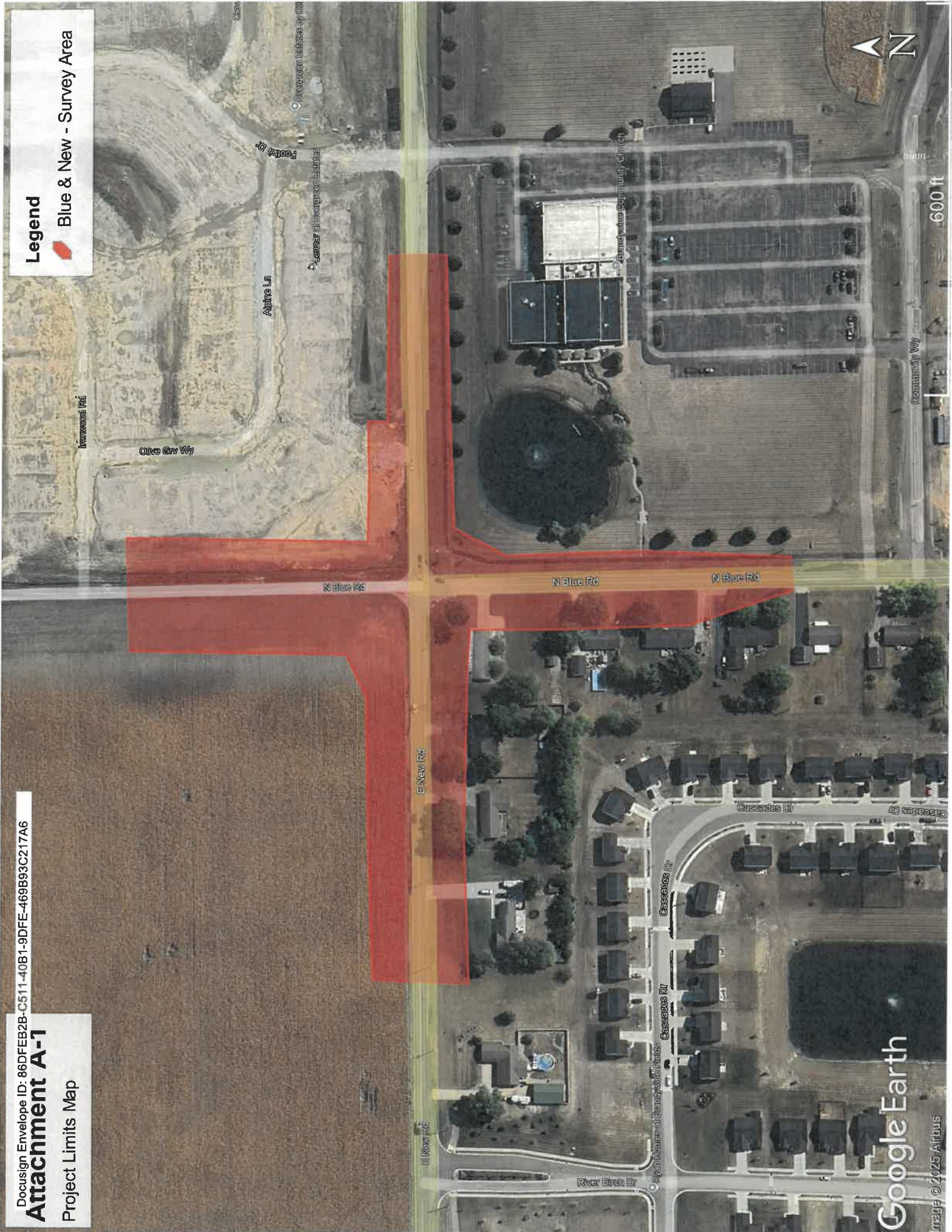
# Attachment A-1

Project Limits Map

## Legend



Blue & New - Survey Area



Google Earth

Image © 2025 Airbus



**"ATTACHMENT B"**

**KEY STAFF AND SUBCONTRACTORS OF ENGINEER**

ENGINEER shall include all subcontractors on "Attachment B". ENGINEER may not remove or otherwise substitute subcontractors indicated on "Attachment B" without consent of OWNER. A failure by ENGINEER to provide the subcontractors as required by this Article shall be considered a material breach of the Agreement.

Terracon Consultants, Inc.  
7770 W. New York Street  
Indianapolis, Indiana 46214

**"ATTACHMENT C"**

**KEY STAFF OF OWNER**

City of Greenfield  
Department of Engineering  
10 S. State Street  
Greenfield, Indiana 46140

Glen Morrow, City Engineer - (317) 477-4320

## "ATTACHMENT D"

### SCHEDULE

All services by the ENGINEER under this agreement shall be completed and delivered to the OWNER for review and approval within the following approximate time periods, exclusive of OWNER's review time.

For the purpose of contract control, the services will be submitted by the ENGINEER to the OWNER. The project schedule assumes the OWNER provides notice to proceed to the ENGINEER on or before May 13, 2025.

- A. Topographic Survey complete within 75 calendar days after receipt of notice to proceed from the OWNER.
- B. The ENGINEER shall prepare a Wetland Delineation Report within 75 calendar days after issuance of Notice to Proceed from the OWNER (Wetland Delineation field work can only take place during the growing season).
- C. Geotechnical Investigation Reports
  - 1. Preliminary Draft within 60 calendar days after Preliminary Field Check.
  - 2. Final Draft within 60 calendar days after preliminary draft submission.
- D. Roadway Design and Lighting Plans
  - 1. Conceptual Roadway layouts with probable construction cost estimates shall be completed within 30 calendar days after receipt of Notice to Proceed from the OWNER.
  - 2. Preliminary Field Check Plans (40%) within 60 calendar days after receipt from the OWNER of preferred Conceptual Layout and completion of the Topographic Survey.
  - 3. Final Plans (90%) within 45 calendar days after completion of the geotechnical services, approval of the Preliminary Field Check plans by the OWNER, or completion of the Environmental Services, whichever occurs last.
  - 4. Final Tracings Plans (100%) within 30 calendar days after receipt from the OWNER of approval of the Final Plans. This submittal is contingent upon completion of all permits, approved pavement design, approved utility work plans, and right-of-way acquisition.

## "ATTACHMENT E"

### MEDIATION PROCESS

1. Purpose of Mediation. This clause provides for the use of Mediation as an alternative means of resolving disputes which may arise under this Agreement. Mediation allows parties to make an educated assessment of their respective cases, and then engage in a negotiated settlement discussion. Such a procedure can save both parties valuable time, resources, and legal costs. Should Mediation be utilized, a Mediation Agreement shall be drafted and adopted which will set forth the governing procedures and terms.
2. When to Invoke Mediation. If a dispute arises under the Agreement, either party may invoke this Mediation clause which will compel participation in Mediation for the purpose of resolving the dispute, provided all of the following conditions have been fulfilled:
  - a. The amount in controversy exceeds **Ten Thousand and 00/100 Dollars (\$10,000.00)**, or other such amount as may be agreed to by the parties in writing, such amount having been determined by both parties as being the minimum disputed claim to justify use of the Mediation procedure;
  - b. Personnel from each party who were directly involved in the dispute at the operational level met and discussed the claim in good faith, but were unable to resolve the matter. The personnel of each party shall prepare and forward to the persons identified in the subparagraph 2(c) memorandum detailing the areas of dispute, why impasse was reached and that it is beyond their ability to resolve the dispute;
  - c. After complying with the subparagraph above, personnel from each party at a higher management level who were not directly involved in the dispute met and discussed the claim in good faith, but were unable to resolve the matter. The personnel of each party shall prepare and forward to the persons identified in paragraph 3 a memorandum detailing the areas of dispute, why impasse was reached and that it is beyond their ability to resolve the dispute; and
  - d. Written notice was given to the other party stating that the above subparagraphs were complied with, and that the Mediation procedure is being invoked for the purpose of resolving the dispute.
3. Notice of Mediation. Notice of Mediation shall identify the dispute at issue and designate an executive officer or other management official who will represent the party at the proceeding. The designated official must possess the authority to settle the matter and have not been involved in the underlying facts in dispute.

4. Response to Notice of Mediation. Within ten (10) business days, the other party shall designate an appropriate official with authority to settle the dispute who will be its representative at the Mediation.
5. Scheduling. No later than thirty (30) days from the date of the notice of the Mediation, the parties' designated representatives and/or their attorneys shall meet to discuss the following:
  - a. Settlement status of the dispute;
  - b. Schedule by which drafts of a Mediation Agreement are to be submitted, and a date by which the Mediation Agreement will be finalized;
  - c. Schedule for Mediation discovery and other preparatory matters the parties deem necessary;
  - d. Whether a neutral advisor shall be employed in the Mediation and, if so, by what means he shall be selected; and
  - e. Time, place, and schedule of the Mediation.

The Mediation Agreement will be finalized and executed by both parties no later than sixty (60) days after the notice of the Mediation. The Mediation will be held within one hundred twenty (120) days after the notice of the Mediation unless extended by mutual consent of the parties.

6. Mediation as Condition Precedent to Arbitration or Litigation. Submission of a dispute under this Agreement to a Mediation procedure shall be a condition precedent to filing arbitration or litigation on any dispute exceeding the amount specified above. Failure to comply with this condition precedent shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and constitute a breach of this clause.
7. Refusal to Participate in Mediation. Refusal of a party to participate in mediation in good faith shall not be established unless:
  - a. All of the specified conditions set forth in paragraph 2 herein have been fulfilled;
  - b. Thirty (30) days have lapsed since initial written notice of the Mediation was given without an affirmative response; and
  - c. Refusal to participate in the Mediation shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and constitutes a breach of this clause.

8. Filing Arbitration or Litigation. No litigation or arbitration or any other binding action shall be initiated by either party unless:
- a. The amount in controversy is less than or equal to the amount specified paragraph 2 above;
  - b. Despite compliance with this Mediation clause, one party is deemed to have refused (paragraph 7 above) to participate in the Mediation;
  - c. Both parties agree in writing that they intend not to implement the Mediation for the particular dispute in question;
  - d. The Mediation procedure has been completed and thirty (30) days have elapsed since the actual Mediation; or
  - e. Litigation must be filed before the Mediation to comply with the Statute of Limitations on a disputed issue.
9. Dismissal/Stay of Litigation. If one party has filed litigation on a dispute which is otherwise covered by this Mediation clause and which does not meet the exceptions set forth in paragraph 8 herein, the other party may properly seek to dismiss the litigation at its discretion for the purpose of conducting the Mediation as a condition precedent to litigation. If litigation was filed for the purpose set forth in subparagraph 8(e) herein, the filing party shall seek a stay for the purpose of conducting a Mediation. The stay provided for in this Paragraph shall continue for a period of thirty (30) days after completion of the Mediation. The purpose of this thirty (30) day period is to permit the parties full opportunity to discuss settlement.

## **"ATTACHMENT F"**

### **INFORMATION PROVIDED BY OWNER TO ENGINEER**

1. Comprehensive Engineering Report to include:
  - a. Project identification and description, GIS data
  - b. Capacity and Level of Service Analysis
  - c. Number of Travel Lanes, Intersection Configurations, Turn Lanes, Median Treatment, Shoulders, Sidewalks, etc.
  - d. Alignment and Grade recommendation
  - e. Estimated Project Budget; construction, right-of-way, and construction inspection
  - f. Bidding and Construction Schedule
2. Provide an OWNER's Representative with decision-making authority on all inquiries.
3. OWNER to provide ENGINEER with the current procedures for preparation of the Contract Document Book.
4. OWNER shall provide ENGINEER with the current version of the standard Contract Documents.

## ATTACHMENT "G"

### COMPENSATION TO ENGINEER

A. Amount of Payment

1. The ENGINEER shall be compensated for services to be performed under this Agreement a total fee not to exceed \$488,610 unless approved in writing by the OWNER.
2. The ENGINEER shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed \$352,400 unless approved in writing by the OWNER.

a. Topographic Survey	\$58,000
b. Environmental Services	
1) Public Information Meeting (1 Meeting)	\$14,400
2) Wetlands/Waterways Delineation	\$7,500
c. Roadway & Roundabout Design	\$172,100
d. Pavement Design	\$10,900
e. Roundabout Lighting Design	\$17,800
f. Construction Stormwater General Permit	\$8,600
g. Utility Coordination	\$22,500
h. Meetings	\$18,000
i. Subsurface Utility Engineering Reporting	\$8,200
j. Bidding Phase Services	\$14,400

1. The ENGINEER shall receive payment for the work performed under this Agreement related to geotechnical services based on the specific cost per unit as shown in Exhibit A attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$16,250 unless and until a supplemental agreement is executed.
2. The ENGINEER shall be compensated for right-of-way engineering services based on the specific cost per unit multiplied by the actual units of work.



Estimated unit costs are shown in Exhibit B, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed \$28,925 unless and until a supplemental agreement is executed. 5 parcels are assumed.

3. The ENGINEER shall be compensated for land acquisition services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit B, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed \$53,735 unless and until a supplemental agreement is executed. 5 parcels are assumed.
4. The ENGINEER shall be paid for the Subsurface Utility Engineering field work services on a unit price basis of \$1.60 per linear foot as completed in the field. The final amount shall not exceed \$25,600 unless and until a supplemental agreement is executed. 16,000 lft is assumed.
5. For construction phase services, the ENGINEER will be compensated on an hourly basis. The ENGINEER will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the rates shown in Exhibit C, PLUS direct non-salary costs as approved by the OWNER. Direct non-salary costs shall be the actual out-of-pocket expenses of the ENGINEER directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed \$11,700 unless and until a supplemental agreement is executed.
6. The ENGINEER shall not be paid for any service performed by the OWNER or not required to develop this project.

B. Method of Payment

1. The ENGINEER may submit a maximum of one invoice voucher per calendar month for services covered under this Agreement. The invoice voucher shall be submitted to the OWNER.

The invoice voucher shall represent the value, to the OWNER, of the partially completed services as of the date of the invoice voucher. The ENGINEER shall attach thereto a summary of each pay item in Section A of this Attachment, percentage completed, and prior payments.

2. The OWNER, for and in consideration of the rendering of the engineering services provided for in "Section A", agrees to pay to the ENGINEER for rendering such services the fees established above in the following manner:

- a. For completed services, and upon receipt of invoices from the ENGINEER and the approval thereof by the OWNER, payments covering the services performed shall be due and payable to the ENGINEER.
- b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the ENGINEER.



April 23, 2025

Mr. Nick Murphy, P.E.  
American Structurepoint, Inc. (ASI)  
[nmurphy@structurepoint.com](mailto:nmurphy@structurepoint.com)

Re: Proposal for Geotechnical Evaluation  
Blue Road & New Road Roundabout  
Greenfield, Indiana  
Terracon Proposal No. PCJ255134

Dear Nick:

We understand that representatives of the city of Greenfield are planning to make improvements to the intersection of Blue Road and New Road using local funds only. Based on the limited information provided, the improvements are anticipated to include a new roundabout. Reconstruction of the approaches are planned to extend up to 600 ft on each leg of the intersection. Grade changes are anticipated to be less than 2 ft. Drainage improvements consisting of new storm sewers are planned to be established within 10 ft of the existing ground surface. No other information is available at this time.

From our review of publicly available information and our experience in the area, we anticipate the subsurface conditions to consist of cohesive type soils. Based on our understanding of the project and the geologic setting, we propose the following scope:

- An exploratory program consistent with industry expectations for a project of this nature. We plan to perform six exploratory test borings to a depth of 15 ft each. Pavement cores will be collected from four test boring locations on each leg of the intersection. We will coordinate our activities with public utilities (i.e., Indiana 811) and representatives of city of Greenfield;
- A laboratory testing program sufficient to characterize the subsurface conditions. Topsoil testing is not included;
- A geotechnical report that summarizes our observations and that provides geotechnical recommendations for the subgrade preparation and foundation soil improvements for the support of the new pavement, embankment fill, and storm sewers. Geotechnical pavement design parameters will be provided for your pavement design.

We propose to provide our geotechnical services as outlined above on a lump sum basis for a fee of \$12,850. Refer to the attached Fee Justification. We have also included an allowance (additional fee) of \$3,400 for us to provide flaggers for one day of traffic control for our field work. The traffic control would be invoiced as a pass-through expense. Thus, we recommend a total contract amount of \$16,250.

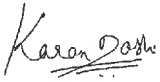
Additionally, we propose a post-bid fee not to exceed \$2,000 for our engineering services during construction. We propose this fee on a unit rate basis and based on the appended fee schedule.

Blue Road and New Road Roundabout  
Greenfield, Indiana

April 23, 2025  
Page 2

We trust this information is sufficient to meet your current needs. Do not hesitate to contact us with any questions regarding the scope outlined above.

Sincerely,  
**Terracon Consultants, Inc.**



Karan B. Doshi, P.E.  
Project Engineer



Kellen P. Heavin  
Principal

Attachments: Fee Justification  
Fee Schedule for Construction Observation

**Fee Justification**  
**New Road and Blue Road Roundabout**  
 Greenfield, IN  
 Terracon Proposal No. PCJ255134

**EXPLORATORY FIELD ACTIVITIES**

Mobilization and demobilization	1 LS	\$796.00 / LS	796.00
Exploratory Field Work ( 6-15 ft borings)	1 day	\$3,900.00 / day	3,900.00
Road closure	day	\$250.00 / day	-
Boring layout, permits and utility coordination	8 hr	\$125.00 / hr	1,000.00
Support truck	1 day	\$136.00 / day	136.00
Per diem (2 man crew)	1 day	\$136.00 / day	136.00
Overnight living expense (2 man crew)	night	\$250.00 / night	-
		Subtotal	5,968.00

**LABORATORY**

Visual soil/rock classification, moisture content and hand penetrometer readings	2 hr	\$87.00 / hr	174.00
Atterberg limits	4 ea	\$120.00 / ea	480.00
Grain size analysis	3 ea	\$180.00 / ea	540.00
Unconfined compression	4 ea	\$110.00 / ea	440.00
Standard Proctor	ea	\$190.00 / ea	-
California bearing ratio (CBR)	ea	\$550.00 / ea	-
Unit Weight	ea	\$55.00 / ea	-
Loss on Ignition	ea	\$65.00 / ea	-
Specific Gravity	ea	\$80.00 / ea	-
Topsoil Testing	ea	\$497.50 / ea	-
Pavement core logging, summary	4 ea	\$87.00 / ea	348.00
		Subtotal	\$1,982.00

**ENGINEERING**

Report of results, discussion, and recommendations	1 LS	\$4,000.00 / LS	\$4,000.00
Project oversight and coordination	1 LS	\$900.00 / LS	\$900.00
Pavement Analysis and Design	LS	/ LS	
		Subtotal	\$4,900.00

**Estimated Total      \$ 12,850.00**

**Allowance**

Traffic control (Flagmen)	1 LS	\$3,400.00 / LS	\$ 3,400.00
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**Terracon Consultants, Inc.**  
**Construction Observations**  
**Rates by Classification**

Classification		Billing Rates Escalated
		2027
1	Principal	\$ 280.37
2	Senior Engineer	\$ 263.58
3	Project Engineer	\$ 186.06
4	Senior Staff Engineer	\$ 156.40
5	Staff Engineer	\$ 141.51
6	Senior Geophysicist	\$ 269.80
7	Project Geophysicist	\$ 156.85
8	Senior Staff Geophysicist	\$ 147.88
9	Assistant Project Manager	\$ 122.76
10	Assistant Geologist	\$ 76.60
11	CAD Operator	\$ 117.93
12	Administrative Staff	\$ 86.68



EXHIBIT C

**AMERICAN STRUCTUREPOINT, INC.  
TRANSPORTATION GROUP  
2025 STANDARD HOURLY RATES SCHEDULE**

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from Jan 1, 2025, to Dec 31, 2025 are:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$445
Project Manager	\$340
Senior Engineer	\$260
Project Engineer	\$215
*Staff Engineer	\$160
Senior Planner	\$210
Project Planner	\$195
*Staff Planner	\$110
Senior Environmental Specialist	\$305
Environmental Specialist	\$190
*Staff Scientist	\$120
Senior Designer	\$300
*Designer	\$235
*Senior Technician	\$215
*Technician	\$140
*Researcher	\$170
Senior Registered Land Surveyor	\$285
Registered Land Surveyor	\$225
Staff Land Surveyor	\$150
*Senior Survey Crew Chief	\$225
*Survey Crew Chief	\$170
*Survey Crew Member (1)	\$115
*Resident Project Representative	\$215
*Construction Inspector	\$150
*Interns and Co-ops	\$90
Landscape Architect	\$175

\*Rates for these classifications are subject to overtime premium of an additional 0.18 x hourly rate.

Rates shall be escalated at the rate of 5% per year and will be applicable on Jan 1<sup>st</sup> of each year.



## **REIMBURSABLE EXPENSES**

Reimbursable expenses include direct expenses incurred by American Structurepoint, Inc., or our consultants in the performance of work which is directly related to the project. These expenses are in addition to compensation for Basic and Supplemental services. Reimbursable expenses will be invoiced at 1.1 times our direct costs. These expenses include, but are not limited to, the following:

- Renderings, models, or colored elevations
- Governmental agency review or permit fees
- Reproduction of documents for governmental agency review, bidding, or construction
- Reimbursable expenses charged to us by subconsultants
- Airline tickets, car rental, mileage, and per diem expenses for out-of-town travel
- Couriers and overnight deliveries, including FedEx, UPS, or similar carriers

The following expenses, if incurred in the process of providing professional services included in basic services, are included in the fee noted and are not considered reimbursable expenses:

- Printing for in-house purposes and progress meetings
- Plotting expenses
- Computer charges
- Postage and handling