

## ATTACHMENT "A"

### I. SERVICES BY CONTRACTOR

#### A. PROJECT DESCRIPTION

This project involves the development of the design, construction documents, and bid documents for a new signal installation at the intersection of SR 267 and Indianapolis Ave. The signal installation will require permit coordination with INDOT Crawfordsville District.

#### B. PROJECT SCOPE

The **CONTRACTOR** shall provide engineering services for the project described above. Phases and tasks to be performed are as follows:

##### TOPOGRAPHIC SURVEY

1. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential and the Indiana Design Manual, Part III, Location Surveys.
2. As a minimum the survey will include locating all visible features necessary for the proper design of the proposed improvements within the existing and proposed future right-of-way. This shall be done to insure the most efficient design can be achieved which will minimize land acquisition and relocation costs. These features will include buildings, paved surfaces, shrubs, signs, poles, utilities, manholes, valves and meters, utility locations marked by others, trees equal to and larger than 12 inches and limits of heavily wooded areas.
3. Before field work commences, a IUPPS ticket will be submitted for utility locates along the project route. Any marks placed by the respective utilities or their locators will be tied into the survey and graphically shown on the finished product.
4. Sufficient elevation shots (Cross sections at 100 foot intervals maximum with any intermediate breaks included) will be taken so that 1-foot contours can be calculated from a created Digital Terrain Model. These contours will be included in the survey submittal. Data will be collected up to 75 feet from existing road centerline and will include a shot at the edge of the travel lanes.
5. The Field Survey will be integrated with the United States Public Land System and physical monumentation as necessary to acquire Right of Way (if needed) for this project in accordance with Title 865 IAC 1-12 et sequential.
6. Property ownership and right of way determination will be completed to show the limits of property ownership on the topographic survey. If necessary, research at the Boone County offices or any other entity will be completed to facilitate the determination of these lines.
7. A minimum of two horizontal control points will be set and referenced for the project. The design plans will reference this survey centerline so that the survey control can be used to establish the construction centerline.
8. A minimum of two permanent vertical control points (benchmarks) will be set within the project limits.
9. Survey will be processed using Civil 3D 2018. A drawing or drawings will be submitted that includes the topographic survey, the survey points and the created surface. A completed fieldbook containing the vertical information along with the drainage structure details will also be completed.

10. A Location Control Route Survey Plat will NOT be created and recorded for this project. We will utilize a previously recorded Location Control Route Survey Plat that covers the area of this project.

### **SIGNAL DESIGN**

Design and prepare traffic signal project plans and specifications in accordance with recommendations of the previously performed traffic signal warrant analysis. Plans shall follow all State and Local Standards. Construction quantities and engineer's estimate shall be included as part of the design and plans. Coordinate and meet with INDOT to acquire all permits and information needed to comply with the provided traffic signal warrant analysis. Provide special provisions, opinions of probable construction cost and all other necessary reports, documents and calculations for the benefit of the **OWNER**. Conduct field visits, utility, permit and other project coordination meetings as required and review and incorporate feedback. Perform QA/QC on final design. Review with **OWNER** and have **OWNER** approve the final drawings.

### **NON-INCLUDED ITEMS**

- Traffic Vehicle Counts
- Traffic Signal Warrant Analysis

### **UTILITY COORDINATION SERVICES**

The **CONTRACTOR** shall perform utility coordination which shall include the following:

1. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project
2. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
3. Submit Verification of Existing Facility Letters to the utilities. Attend a preliminary field check meeting if held, and discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
4. Send out Conflict Analysis Letters to all utilities with revised plans and utility information from discussions at the Preliminary Field Check to verify eliminated or additional conflicts with the proposed improvements for the project.
5. Submit Final Plans to Utilities at the same time plans are submitted to the LPA and send out Requests for Work Plans Letters and Work Plan Documents to each utility.
6. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
7. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
8. The **ENGINEER** will issue all approved work plan and notice to proceed letters to the utilities unless otherwise directed by the **OWNER**.

## **UTILITY COORDINATION DURING RELOCATIONS**

The **CONTRACTOR** shall perform utility coordination during relocations which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects at the hourly not to exceed amount established in Appendix D.

1. Assist in coordination of utility relocation dependency items (such as staking of the right-of-way, clearing, grubbing, etc.) with the parties performing the work to ensure it is completed in a timely fashion to allow utility relocations to be completed on time.
2. Follow-up with utilities throughout their relocation timelines to keep up-to-date on completion dates.
3. Attending the project pre-construction meeting.
4. Remain active throughout construction as needed for unforeseen conditions.

## **UTILITY RELOCATION STAKING**

The **CONTRACTOR** shall perform staking of the right-of-way, proposed structures, or other design items necessary for utilities to perform their relocation prior to the contract being let on an as needed basis for the hourly not to exceed amount established in Appendix D.

## **EXISTING UTILITY SURVEY**

The **CONTRACTOR** shall submit Indiana 811 tickets to get existing utilities located throughout the project limits in specific areas of concern due for design and utility coordination purposes in the event that utility was not marked for original topographic survey, or additional information is needed, which would require additional site visits for survey collection.

### **NON-INCLUDED ITEMS**

- Subsurface Utility Engineering – Coordination & Survey
- Subsurface Utility Investigation – Subconsultant Efforts

## **GEOTECHNICAL INVESTIGATION**

The **CONTRACTOR** shall make or cause to be made a complete Geotechnical Investigation in accordance with "Requirements for Geotechnical Investigations" dated 1 November 1984.

## **CONTRACT DOCUMENTS**

Prepare Contract Documents from standard EJCDC based documents and incorporate appropriate Municipality Standards requirements into the plans and specifications.

### **BIDDING ASSISTANCE**

Assist the **OWNER** in making the Contract Documents available to Bidders, manage questions from the **OWNER** and Bidders, and issue Addenda as required. Review the Bids and make a recommendation as to the lowest, responsive, and responsible Bidder. If it is the intention of the **OWNER** to spread out construction over several years or otherwise complete the project in phases, repeat the scope of work for this phase each time as required by the **OWNER**.

### **CONSTRUCTION INSPECTION**

The **CONTRACTOR** will perform Construction Inspection for the signal installation on a part time basis. Scope will include documentation of quantities, as-builts, and review of shop drawings.

## **II. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **CONTRACTOR**:

1. Provide full information as to **CONTRACTOR 's** requirements for the Project.
2. Assist the **CONTRACTOR** by placing at **CONTRACTOR 's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **CONTRACTOR**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONTRACTOR**.
4. Give prompt written notice to the **CONTRACTOR** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **CONTRACTOR** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **CONTRACTOR** to enter upon public and private property as required for the **CONTRACTOR** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **CONTRACTOR**, as requested by the **CONTRACTOR** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

### **III. SCHEDULE**

All work by the **CONTRACTOR** under this Agreement shall be completed and delivered to the **OWNER** for review and approval within the approximate time periods shown in the following schedule:

Survey:	45 days from Notice to Proceed (NTP)
Field Check:	30 days from receipt of Survey
Final Plans:	15 days from Field Check
Construction Documents:	15 days from NTP

**IV. COMPENSATION**

A. Amount of Payment

- 1. The **CONTRACTOR** shall receive as payment for the work performed under Items 2 through 5 below, the total fee not to exceed \$77,250.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
- 2. The **CONTRACTOR** will be paid for the following work on a lump sum basis in accordance with the following schedule:

**Fee Schedule Summary:**

Survey	\$ 17,250.00
Design	\$ 23,400.00
Utility Coordination	<u>\$ 6,800.00</u>

**Sub-Total** \$ 47,450.00

- 3. The **CONTRACTOR** shall be reimbursed for the direct project-related expenses  
· Subconsultant reimbursable expenses will be invoiced at cost with no mark-up  
· Estimated reimbursable expenses are:

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Geotechnical Investigation and Report.	\$ 5,000.00
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- 4. The **CONTRACTOR** will be paid for the following work on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1".

Construction Inspection	\$ 18,000.00
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- 5. The **OWNER** agrees to compensate the **CONTRACTOR** for On-Call Additional Services on the basis of actual hours worked performed on the project at the hourly billing rates noted in APENDIX "D-1.". The **CONTRACTOR** will be paid for the

the following work under additional services in accordance with the following schedule:

Utility Coordination During Relocation	\$ 3,300.00
Utility Relocation Staking	\$ 2,600.00
Existing Utility Survey	<u>\$ 4,400.00</u>

**Sub-Total** \$ 6,800.00

**TOTAL** \$ 77,250.00

B. Additional Services

Additional Services would be services required in connection with permits, , right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **CONTRACTOR**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **CONTRACTOR** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **CONTRACTOR** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **CONTRACTOR** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **CONTRACTOR** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **CONTRACTOR** to provide construction inspection, then the **OWNER** agrees to compensate the **CONTRACTOR** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **CONTRACTOR** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **CONTRACTOR** each month as the work progresses.

**SCHEDULE OF COMPENSATION**  
**BUTLER, FAIRMAN and SEUFERT, INC.**  
**HOURLY RATE SCHEDULE**

	<u>Classification</u>	<u>Hourly Rate</u>
E-V	Engineer V (Principal)	\$ 220.00
E-IV	Engineer IV	\$ 192.00
E-III	Engineer III	\$ 166.00
E-II	Engineer II	\$ 125.00
E-I	Engineer I	\$ 95.00
FP-IV	Field Personnel IV – (Project Coordinator)	\$ 175.00
FP-III	Field Personnel III	\$ 143.00
FP-II	Field Personnel II	\$ 109.00
FP-I	Field Personnel I	\$ 87.00
EA-III	Engineer’s Assistant III	\$ 167.00
EA-II	Engineer’s Assistant II	\$ 132.00
EA-I	Engineer’s Assistant I	\$ 96.00
SP-1	Support Personnel I	\$ 66.00
C-II	Clerical II	\$ 110.00
C-I	Clerical I	\$ 72.00
P-III	Planner/Environmental Specialist III	\$ 177.00
P-II	Planner/Environmental Specialist II	\$ 114.00
P-I	Planner/Environmental Specialist I	\$ 84.00

The billing rates are effective January 2019 and may be adjusted annually (beginning January 2020) to reflect changes in the compensation payable to the **ENGINEER**.