

## APPENDIX "A"

### SERVICES BY ENGINEER

#### A. PROJECT DESCRIPTION

This Project involves the development of the design, construction documents, and bid documents for park improvements at Gateway Park in Whitestown, Indiana. The overall park site (approximately 17 acres) is bound by New Hope Boulevard, Gateway Drive, and Schooler Drive. The existing park includes walkways that follow the perimeter of the site. There is a walkway that divides the site into a North Section (approximately 6 acres) and a South Section (approximately 11 acres). This Project will be making improvements to the South Section.

The South Section park improvements will include a shelter with restrooms and storage, dog park, solar-powered bollard lighting, parallel parking reconfiguration, and native tree planting.

This project is partially funded with Land and Water Conservation Funds (LWCF) as administered by the Indiana Department of Natural Resources (IDNR).

#### B. SCOPE OF WORK

##### 1. TOPOGRAPHIC SURVEY

The **ENGINEER** shall provide Topographic Survey as follows:

- a. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential along with applicable sections of the Indiana Design Manual, Part III, Location Surveys.
- b. 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 ensure 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.
- c. Before field work commences, an 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.
- d. 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 the existing road centerline and will include a shot at the edge of the travel lanes.
- e. 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.
- f. 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.
- g. At a minimum horizontal control points will be set and referenced for the project

- at quarter mile intervals. The design plans will reference this survey centerline so that the survey control can be used to establish the construction centerline.
- h. At a minimum of two permanent vertical control points (benchmarks) will be set within the project limits at quarter mile intervals.
  - i. Survey will be processed using Civil 3D 2023. 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.

## 2. UTILITY SITE & SERVICE CONNECTIONS COORDINATION

The **ENGINEER** shall perform utility coordination for site locations including services lines which shall include the following:

- a. PHASE 1
  - i. Perform 811 design ticket.
  - ii. Perform utility area research.
  - iii. Contact utilities to establish new service contacts.
  - iv. Estimate utility services needed per site / location.
  - v. Determine preliminary utility service line path locations.
  - vi. Coordinate new service ballpark costs
- b. PHASE 2.
  - i. Coordinate utility services needed per site / location.
  - ii. Review utility service line requirements and installation options / methods
  - iii. Coordinate level and size of service lines needed.
  - iv. Determine final utility service line path locations.
  - v. Determine new utility service transformer and pedestal locations.
  - vi. Incorporate utility service line specifications and installation requirements for service line conduits.
  - vii. Determine final new service installation costs.

## 3. ENVIRONMENTAL SERVICES AND PERMITS

- a. The **ENGINEER** shall complete an Environmental Assessment of the site, in accordance with 2023 LWCF and IDNR guidelines for Local Agencies, including the execution of early coordination with various required local, state, and federal resources agencies, and documentation of findings and recommendations.
- b. The **ENGINEER** shall provide a Waters of the US Evaluation of the project area, including wetland and stream investigation for the proposed pathway corridor in conformance with the U.S. Army Corps of Engineers, 1987 Wetland Delineation Manual and current supplements. This investigation shall inform the design in addition to being included in any required permitting under Section 401 and Section 404 of the Clean Water Act.
- c. If required, the **ENGINEER** shall apply for the Section 401 and Section 404 permits on behalf of the **OWNER**.

## 4. HISTORIC PRESERVATION AND ARCHEOLOGY SERVICES

- a. The **ENGINEER** shall perform a Section 106 investigation to determine if the undertaking has the potential to affect historic properties and, if so, identify properties (buildings, structures, objects, sites, or districts) that are either listed in the National Register of Historic Places or eligible for listing.

5. PARK DESIGN

The **ENGINEER** shall provide design of the site and park improvements described above, including:

- a. Shelter layout and coordination with vendors
- b. Dog park design and layout and coordination with vendors.
- c. Layout and specifications for walkway solar-powered lighting.
- d. Reconfiguration and layout of adjacent parallel parking to accommodate van accessible ADA parking spaces.
- e. Native tree planting layout and selection of species.
- f. Layout of site services (water, sanitary, electric).

6. PLANS & CONSTRUCTION DOCUMENTS

a. The **ENGINEER** shall develop the design and construction documents in accordance with the following outline:

i. LWCF Boundary Map

1. In accordance with LWCF requirements, the **ENGINEER** shall complete a preliminary 6(f)3 Boundary Map illustrating park boundaries, existing features, utilities, and proposed improvements.

ii. Preliminary Design Phase:

1. Design and Documents:

- a. Conduct an initial site visit with survey data in hand.
- b. Initiate vendor coordination.
- c. Initiate utility and agency coordination, as needed.
- d. Initiate stormwater drainage investigation.
- e. Develop preliminary layout of site improvements.
- f. Develop preliminary grading plans.
- g. Develop preliminary site utility plans.
- h. Develop preliminary landscape plans.
- i. Develop preliminary erosion control plans.
- j. Develop preliminary quantities and construction cost estimates.

2. Meetings and Review:

- a. Facilitate one (1) kick-off meeting with **OWNER** and design team to confirm project scope and design alternatives.
- b. Facilitate two (1) review meetings with **OWNER** and design team.

iii. Final Design Phase:

1. Design and Documents:

- a. Finalize site layout plans
- b. Finalize grading plans.
- c. Finalize site utility plans.
- d. Finalize landscape plans
- e. Finalize erosion control plans.
- f. Finalize site details.
- g. Finalize quantities and construction cost estimates.
- h. Develop specifications.
- i. Submit permits, as required.
- j. Prepare Bid Documents from standard EJCDC based documents.

2. Meetings and Review:
    - a. Facilitate one (1) review meetings with **OWNER** and design team.
  - iv. Bidding Assistance
    1. Assist with plan and bid document distribution.
    2. Assist with pre-bid meeting.
    3. Preparation of addenda.
    4. Review of bids and recommendations.
7. HISTORIC PRESERVATION AND ARCHEOLOGY SERVICES
- a. The **ENGINEER** shall provide design of erosion control measures for the proposed improvements and submit and obtain an IDEM Construction Stormwater General Permit (CSGP) for erosion and sediment control.
8. PROJECT MANAGEMENT AND ADMINISTRATION
- The **ENGINEER** shall provide project management and administration services as described below:
- a. Facilitate and participate in up to three (3) in-person progress meetings with the **OWNER** and the project team, including preparation of agendas and minutes.
    - i. Project Kick-off Meeting shortly after Notice to Proceed.
    - ii. On-site Field Check and 30% Plans Review Meeting.
    - iii. 90% Plans Review Meeting.
  - b. Participate in additional meetings with the **OWNER** and agencies as may be needed in connection to the project.
  - c. Prepare periodic progress reports that summarize the status of each major project milestone.
  - d. Coordinate with all sub-consultants for their respective elements of the project and their delivery schedules.
9. BIDDING ASSISTANCE
- a. The **ENGINEER** shall prepare advertising and distribute plans, facilitate the pre-bid meeting, review the bids and provide contractor recommendation for the project.
  - b. The **ENGINEER** shall prepare addenda and answer contractor questions as needed for the project.
10. CONSTRUCTION PHASE SERVICES
- If requested by the **OWNER**, the **ENGINEER** shall furnish Construction Observation and Administration services as described below:
- a. Participate in the pre-construction meeting for the project.
  - b. Review and distribute shop drawings.
  - c. Provide coordination and technical assistance to resolve design related field problems.
  - d. Use of CAD Files: the design CAD Files are anticipated to be requested by the Contractor during the construction phase of the project. If requested, CAD files will be provided to the Contractor and/or **OWNER** only as a matter of convenience and for the sole and exclusive purpose of the Contractor modeling the project for construction. The **ENGINEER** or **ENGINEER**'s subconsultant who created or generated the information shall not be held responsible for subsequent uses of the data by the **OWNER** or Contractor, its agents, employees and/or subcontractors. Any such use by the Contractor, its

employees, agents or subcontractors shall be at the Contractor's sole risk and full legal responsibility. By the Contractor's use of the CAD Files, the Contractor is not relieved of any duty, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate Contractor's work with that of others.

#### 11. CONSTRUCTION INSPECTION

The **ENGINEER** shall designate and provide a Resident Project Representative (RPR) on site while the Contractor is working for the project duration on a part-time basis.

- a. RPR is **ENGINEER**'s agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **ENGINEER** and Contractor keeping **OWNER** advised. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.
- b. RPR will attend and coordinate meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
- c. RPR shall conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the Work is in general proceeding in accordance with the Contract Documents.
- d. RPR shall report to **ENGINEER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **ENGINEER** of Work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
- e. RPR shall maintain orderly files of correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
- f. RPR shall write a daily report that summarizes activities on the site and submit to the **ENGINEER**.
- g. RPR shall observe that all items on the final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.
- h. RPR shall not:
  - i. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **ENGINEER**.
  - ii. Exceed limitations of **ENGINEER**'s authority as set forth in the Agreement or the Contract Documents.
  - iii. Undertake any of the responsibilities of Contractor, subcontractor or Contractor's superintendent.
  - iv. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

## APPENDIX "B"

### INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

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

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER'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 **ENGINEER**, 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 **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
6. Furnish to the **ENGINEER**, as requested by the **ENGINEER** 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.



**APPENDIX "D"**

**COMPENSATION**

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee Not To Exceed (NTE) \$68,000.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the work on lump sum basis in accordance with the following schedule:

**Fee Schedule Summary**

Topographic Survey	\$ 18,000.00
Utility Site & Service Connections Coordination	\$ 4,100.00
Environmental, Historic Preservation, & Archeological Services and Permits	\$ 10,000.00
Park Design, Project Plans & Construction Documents	\$ 19,900.00
IDEM CGSP for Erosion and Sediment Control	\$ 3,000.00
Project Management & Administration	\$ 5,000.00
Bidding Assistance	\$ 6,000.00
Construction Phase Services	\$ 2,000.00

3. The **ENGINEER** will be paid for the following work on a time and expenses basis in accordance with the following schedule of NTE fees:

**Fee Schedule Summary:**

Construction Inspection (RPR)	\$ TBD
-------------------------------	--------

B. Additional Services

Additional Services would be services required in connection with additional designs, permits, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER** that are not included in the Scope of Work, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** 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 **ENGINEER** 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 **ENGINEER** in the plans shall be considered as Additional Services.



C. Method of Payment

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

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2024 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V	\$ 305.00
E-IV	Engineer IV	\$ 230.00
E-III	Engineer III	\$ 200.00
E-II	Engineer II	\$ 160.00
E-I	Engineer I	\$ 120.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 250.00
FP-IV	Field Personnel IV	\$ 210.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 130.00
FP-I	Field Personnel I	\$ 105.00
EA-III	Engineer's Assistant III	\$ 200.00
EA-II	Engineer's Assistant II	\$ 170.00
EA-I	Engineer's Assistant I	\$ 120.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 150.00
C-I	Clerical I	\$ 95.00
P-III	Planner/Environmental Specialist III	\$ 160.00
P-II	Planner/Environmental Specialist II	\$ 125.00
P-I	Planner/Environmental Specialist I	\$ 115.00
EI-1	Engineer Intern I	\$ 80.00

The billing rates are effective January 2024 and may be adjusted annually (beginning January 2025) to reflect changes in the compensation payable to the **ENGINEER**.