



Greenfield Engineering & Planning

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December 9, 2025

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

Re: South Morristown Pike Trail Extension
Egis BLN USA, Inc.

Dear Members,

INDOT recently issued a call for Transportation Alternative Program (TAP) projects. In response, Staff worked with the Parks Department to revise a previously submitted—and ultimately rejected—proposal for a pathway along Brandywine Creek. A revised alignment was prepared, as shown to the right, with the intent of submitting a TAP grant application to fund the full development and construction of the trail.

Egis BLN USA, Inc. previously served as the resident project representative for the Riley Arts Trail, playing a key role in the project's successful coordination between the design engineer, contractor, and involved agencies. Staff requested that Egis assist in preparing a preliminary cost estimate for the updated Brandywine pathway project. Unfortunately, the projected costs could not be reduced to a level where the required local match was achievable with the available Park Impact Fees. As a result, no TAP application was submitted before the deadline.

The Engineering Department anticipates having unspent 2025 funds available for encumbrance. These funds could be used to begin design and project development now, enabling the City to



submit a stronger, more competitive application in future TAP cycles. By self-funding a portion of the design and potential property acquisition, the City would demonstrate a higher local match and a more fully developed project—both factors that improve grant competitiveness. Staff therefore requested a design proposal from Egis to commence this work, with the understanding that the scope may later be expanded to include full project development once grant or budget resources become available.

The Engineering budget is expected to have approximately \$320,000 available for professional services encumbrances. Another design contract on this agenda, addressing the structure over Potts Ditch on N. Broadway Street, is expected to require less than \$30,000. This leaves at least \$290,000 available for the South Morristown Pike Trail Extension project.

Recommended Motion: *Approve the Professional Services Agreement with Egis BLN USA, Inc., for the development of the South Morristown Pike Trail Extension in the amount of \$290,000.00.*

A handwritten signature in blue ink, appearing to read "Glen E. Morrow". The signature is stylized with a large, looped "G" and "M".

Glen E. Morrow, PE
City Engineer

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
Egis BLN USA, 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 **South Morristown Pike Trail Extension** (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 as defined by Engineer in its scope of work dated December 3, 2025, and contained herein.

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 therefor 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 the 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
each accident |
| | Bodily Injury by Disease | \$500,000
policy limit |
| | Bodily Injury by Disease | \$100,000
each employee |

(c) Commercial General Liability (Occurrence Basis)

Bodily injury, personal injury, property damage, contractual liability, products-completed operations.

General Aggregate Limit \$2,000,000
(Other Than Products/Completed Operations)

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 \$1,000,000
(single limit)
(owned, hired & non-owned)

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 all above insurance policies and 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 within seven (7) calendar days of 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. 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 or by electronic mail with confirmation of delivery) 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 as determined by OWNER. 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 or by electronic mail with confirmation of delivery) 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 the 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 together with any incidental and consequential damages, but less expenses saved in consequence of ENGINEER's termination.

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, are the property of OWNER and shall be delivered to OWNER, if requested by OWNER, upon completion of services 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. 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 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, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens only to the extent they arise out of any negligent act or omission by ENGINEER or any of its officers, partners, agents, employees or subcontractors regardless of whether or not they are caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all 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.

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

Pursuant to IC 22-5-1.7, ENGINEER shall enroll in and verify the work eligibility status of all newly hired employees of ENGINEER through the E-Verify Program (“Program”). ENGINEER is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- A. ENGINEER and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that ENGINEER or its subcontractor subsequently learns is an unauthorized alien. If ENGINEER violates this Article, OWNER shall require ENGINEER to remedy the violation not later than thirty (30) days after OWNER notifies ENGINEER. If ENGINEER fails to remedy the violation within the thirty (30) day period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, ENGINEER shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a

rebuttable presumption that ENGINEER did not knowingly employ an unauthorized alien if ENGINEER verified the work eligibility status of the employee through the Program.

- B. If ENGINEER employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.
- C. ENGINEER shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. ENGINEER shall maintain on file a certification from each subcontractor throughout the duration of the contract. If ENGINEER determines that a subcontractor is in violation of this Article, ENGINEER may terminate its contract with the subcontractor for such violation
- D. Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming ENGINEER's enrollment in the Program, unless the Program no longer exists, shall be filed with OWNER prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with OWNER

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. ENGINEER shall provide a sworn statement on whether ENGINEER had any adverse determinations rendered against ENGINEER within the preceding three (3) years.

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

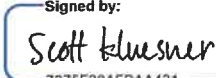
- 41.2.1 Neither the OWNER nor ENGINEER shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- 41.2.2 The Party (the "Affected Party") prevented from carrying out 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
EGIS BLN USA, INC.

OWNER
GREENFIELD BOARD OF PUBLIC
AND SAFETY

By: 
7075F30AFBAA431...
Printed: Scott Kluesner
Title: Chief Operations Officer
Date: December 4, 2025 | 11:23:04 AM PST

Mayor Guy Titus
Katherine Locke
Larry Breese
Brent Robertson
Glenna Shelby

“ATTACHMENT A”

SERVICE BY ENGINEER

General Requirements

1. ENGINEER shall obtain on behalf of OWNER all approvals or consents from authorities having jurisdiction or agencies having facilities within the limits of the PROJECT.
2. ENGINEER shall prepare stamped sealed contract bid plans, special provisions for the specifications, contract document book, plus the final construction cost estimates by quantity and unit price. All work shall be in accordance with current editions of:

City of Greenfield:

Public Improvement Design Standards & Specifications Manual
Stormwater Technical Standards Manual
Greenfield Comprehensive Plan
Greenfield Thoroughfare Plan

Indiana Department of Transportation (INDOT):

Indiana Design Manual
INDOT Standard Specifications
INDOT Standard Drawings

American Association of State Highway and Transportation Officials (AASHTO):

AASHTO A Policy on Geometric Design of Highways and Streets
AASHTO LRFD Bridge Design Specifications
AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges
AASHTO Guide for the Development of Bicycle Facilities

National Association of City Transportation Officials (NACTO):

NACTO Urban Street Design Guide
NACTO Urban Bikeway Design Guide

Where City of Greenfield and INDOT storm water design criteria conflict, the more stringent design will be used.

3. ENGINEER shall identify in all plans and specifications data which is measured and data which is assumed.

4. ENGINEER shall be available during construction to interpret the contract documents, the checking of shop drawings, and consultation in the event of unforeseen conditions. ENGINEER shall prepare to serve as an ENGINEER or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the PROJECT.
5. ENGINEER shall be responsible for keeping OWNER currently advised as to the status of any claims made for damages against ENGINEER resulting from services performed under this contract. ENGINEER shall send notice of claims related to work under this contract to:

City Engineer
City of Greenfield
10 S. State Street
Greenfield, Indiana 46140

6. In performance of its services herein, ENGINEER shall comply with IC 5-22-15-21, related to the purchase of supplies manufactured in the United States. "Supplies" shall include equipment, goods and materials.

Coordination and Quality Control

1. ENGINEER shall submit monthly progress reports to OWNER. The report shall include an updated project schedule in chart form and shall be superimposed over the initial schedule of work.
3. ENGINEER shall conduct conferences with OWNER's representatives as may be required. ENGINEER will prepare and issue minutes of all meetings, and will distribute within one week of meeting.
4. ENGINEER shall coordinate with utilities per the attached Scope of Services.
5. ENGINEER shall schedule and moderate with City staff a Value Engineering session to investigate and discuss all options related to the design, schedule and cost estimates of the project.

Design Related Services

1. ENGINEER shall provide and plot the design survey in accordance with the Indiana Design Manual. ENGINEER shall prepare a complete preliminary design.
2. The formal design criteria, preliminary drawings, an outline of the specifications and a written description of the project with probable construction costs are to be furnished to OWNER for a scope compliance and construct-ability review. The milestone deliverables shall include the following:
 - 30% Drawings and Engineers Estimate (Preliminary Plans) showing grade controls, cross sections, and layout in accordance with an INDOT Stage 1 Submittal.

3. ENGINEER shall provide OWNER with the estimates of probable construction costs of the PROJECT. ENGINEER shall advise OWNER of any adjustments to the probable construction costs and provide design options, if any, to remain within budget.
4. ENGINEER shall identify in all plans and specifications a list of all Engineering and/or testing reports provided by OWNER or obtained by ENGINEER as a product of this Agreement.
5. ENGINEER shall complete work activities in accordance with the attached SCOPE OF SERVICES.
6. ENGINEER shall deliver to the representative of OWNER the following items that shall become the property of OWNER:
 - a. Two (2) thumb drives containing as-built electronic plans in Adobe Acrobat (PDF) format. The labeling on the submitted electronic media shall include the following:
 - ☐ The Project Name
 - ☐ The Department of Engineering project number
 - ☐ The ENGINEER's company name and address
 - ☐ The date of the submittal
 - ☐ The file format(s) used
 - ☐ The term "As-built Drawings" clearly indicated
 - b. ENGINEER shall also provide an overall site drawing, in electronic format, of the project area, showing existing and as-built infrastructure. The overall site drawing shall be in AutoCAD (.dwg) or (.dxf) format, and shall be included on the same media as the design drawing files..

Land Acquisition Services

1. Right -of-Way Engineering

ENGINEER shall prepare final right-of-way plans, legal descriptions, route survey plats, acquisition instruments and other materials to be used in the acquisition of right-of-way in accordance with the INDOT Right-of-Way Engineering Procedures Manual (hereinafter called the "MANUAL"), 865 IAC 1-12, and the Division of Land Acquisition Policy Letter dated March 1, 1994 metric system rules. It is understood that the silence of this contract or the MANUAL as to any detail; or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail, and that only material and workmanship of the first quality is to be used.

ENGINEER shall proceed with an assignment only upon receiving proper authorization.

ENGINEER shall compare and study in detail all of the title information and survey data and

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. The style or composition of legal descriptions and the manner of expression therein, including rules governing the use of symbols and abbreviations, shall be in accordance with instructions and samples given in the MANUAL.

While any plans, title information, and surveys furnished to ENGINEER have been made with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. 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 OWNER and the actual conditions of the locality, or in case of errors or omissions in said information supplied by OWNER, ENGINEER shall make such corrections or additions on the plans, strips, or maps, as necessary for the proper carrying out of its services. ENGINEER is assumed to have made itself familiar with the plans and surveys, and shall not plead that OWNER or the Consulting Engineer, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this contract and by the MANUAL. It shall be ENGINEER's duty to immediately inform OWNER, in writing, of any such defect, error or omission which cannot be resolved without additional title searching, or which cannot be made without altering the design, extent, or character of items or details of the proposed construction of right-of-way limits therefore as shown by OWNER before proceeding on this portion of the work.

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 work included in this contract.

ENGINEER may, with the prior approval of OWNER, undertake field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this contract.

ENGINEER may, when requested in writing from OWNER, undertake additional fieldwork, such as right-of-way staking or general layout, as specifically instructed by OWNER.

Each land plat and each sheet of legal description and access control clause issued by ENGINEER shall be dated and shall 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 its regularly employed subordinates, and for which he/she takes full responsibility. The dimensions of the permanent and/or temporary take shall be added to the land plat. ENGINEER shall provide a print out from their coordinate geometry software that documents the closure of each parcel of land to be acquired.

Taking possession and use by OWNER of the completed portions of the work, at any time, shall not be deemed as acceptance of the work so taken or used. ENGINEER shall, upon the completion of the assigned work, provide to OWNER, on an appropriate electronic media

(i.e., flash drive), a copy of prepared legal descriptions, any computer-generated land plats, and all calculated coordinate points that relate to the work.

ENGINEER agrees to attend such conferences with OWNER and other interested agencies as may be required in connection with the work and to make its services available to OWNER during the land appraising and acquisition for the interpretation of its work where disagreement may arise, and for consulting during appraising and acquisition in the event unforeseen or unusual conditions arise.

2. Right-of-Way Management and Supervision

ENGINEER shall be responsible for administering, scheduling, and coordinating the 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 OWNER.

These Right-of-Way Services include all reasonable services as required to secure the parcels based on the approved engineering design or recommend to OWNER that a parcel be condemned.

ENGINEER will certify that either the Appraiser or Buyer provided each parcel owner with a copy of "How Land is Purchased for Highways".

ENGINEER will submit proposed names for sub consultants to OWNER for approval prior to contracting for the services.

If Market Estimate reports are required, ENGINEER will be responsible to approve the report prior to acquisition of the parcel.

ENGINEER will submit each parcel file to OWNER upon completion of the described services.

Title Work

At the request of OWNER, ENGINEER shall obtain title work and Guarantee of Title Certificate from a third party. Normal title work will reflect a twenty (20) year search and a title guarantee in the amount of \$20,000.00. In the event OWNER requests title work other than described in the preceding sentence, OWNER and ENGINEER shall mutually agree upon the fee.

3. Appraisal Problem Analysis

ENGINEER shall provide an Appraisal Problem report prepared by the project review appraiser, (who has been approved by OWNER) as follows:

- a. Examine the R/W plans and determine the extent of the taking;
- b. Perform an on-site inspection of each parcel requiring R/W acquisition;
- c. Determine the type of appraisal needed for each parcel in accordance with STATE procedures.
- d. Complete an Appraisal Problem Analysis form for each parcel to be acquired.
- e. Transmit the completed report to 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.

4. Appraising

ENGINEER will submit the name of the individuals who will perform the Appraisals to OWNER for approval prior to the work being started. Each appraiser shall be a licensed real estate broker in the State of Indiana and shall have passed an exam given by Indiana Department of Transportation, Division of Land Acquisition.

No work by the Appraiser shall be sublet, assigned or otherwise performed by anyone other than the approved Appraiser.

The Appraiser shall examine the plans for this PROJECT and review in the field the various parcels herein designated.

The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel except when a Market Estimate Report is being prepared.

The appraisals shall be sufficiently documented to meet the minimum standards set out in the Indiana Department of Transportation's Appraisal Handbook as approved by the Federal Highway Administration. The Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws, regulations and standards,

including “The Uniform Standards of Professional Appraisal Practice (USPAP)”. Any appraisal that does not meet such requirements shall be further documented or reappraised as the case may be without additional compensation to the Appraiser.

The Appraiser shall furnish OWNER with a comparable sales docket consisting of sufficient current sales data in the vicinity of the PROJECT to establish a pattern of values. Each comparable sale property shall be identified by photograph and shall be located on county or township maps which shall be a part of the comparable sales docket.

The Appraiser shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits.

Where an entire property is to be acquired, the estimate of just compensation shall be the market value of the property. Where only a part of the property is to be acquired, the estimate of just compensation shall be that amount arrived at in accordance with the laws governing just compensation applicable to the STATE, including those laws governing compensable and noncompensable items and the treatments of general and special benefits. For either whole or partial acquisitions, the appraisal report shall show what in the appraiser’s judgment is a reasonable allocation of the “before value” to the various land, buildings, and other improvements. For partial acquisitions, the appraisal report shall further show a similar allocation of the “after value”.

In estimating just compensation for the acquisition of real property, appraisal reports shall, to the greatest extent practicable under Federal and State law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvements, other than that due to physical deterioration within the reasonable control of the owner.

Documentation of the estimates of value (either the before, the after, or the acquisition value), of damages, and/or of special benefits shall be by the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the Appraiser shall so state and explain why it is not feasible. In such instances, the Appraiser must then fully explain the reasoning of the after-value estimate.

The appraisal shall conform with statutory and judicial determinations regarding noncompensable items. The Appraiser’s report shall contain, as a minimum, the following:

- a. The purpose of the appraisal, which includes an estimated statement of value and the rights or interests being appraised.
- b. Identification of the property and its ownership, including at least a five (5) year delineation of title.
- c. Statement of appropriate contingent and limiting conditions, if any
- d. An adequate description of the neighborhood, the property, the portion of the property or interest herein being acquired, and the remainder(s), if any.
- e. Identified photographs of the subject property including all principal above ground

- improvements or unusual features affecting the value of the property to be acquired or damaged.
- f. An identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which the Appraiser considered to be a part of the real property to be acquired.
 - g. The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the Appraiser shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages and/or special benefits to remaining real property.
 - h. The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The date of value estimate must be the last date of inspection.
 - i. The certification, signature, and date of signature of the Appraiser.
 - j. Other descriptive material (maps, charts, plans, photographs).
 - k. The City project number and parcel identification.
 - l. That the property owner was given the opportunity to accompany the Appraiser during the inspection of the property.

Appraisal reports shall be typewritten, dated and signed by the individual asking the appraisal prior to being submitted to a Review Appraiser.

Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report which affects the estimate of just compensation or changes the date of the evaluation. An exception in including all requirements in each appraisal report is permitted where PROJECT data containing the same information has been developed to supplement the reports. In such instances, and appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.

The Appraiser agrees to furnish OWNER with two original and one copy of each appraisal report.

The Appraiser agrees to update reports at the request of OWNER and/or testify in court on behalf of OWNER on any of the parcels described herein.

All information contained in the appraisal report and all parts thereof are to be treated as privileged communication. The Appraiser shall take all necessary steps to ensure that neither he/she nor any member of its staff or organization divulges information concerning the report except to a duly authorized representative of OWNER, until authorized in writing by OWNER to reveal the communication to another designated party.

5. Review Appraising

ENGINEER will submit the name of the individuals who will perform the Review Appraising to OWNER for approval prior to work being started. The Review Appraiser shall be a licensed real estate broker in the State of Indiana and shall have passed any exam given the Indiana Department of Transportation Division of Land Acquisition.

No work by the Review Appraiser shall be sublet, assigned or otherwise performed by anyone other than the Review Appraiser.

The Review Appraiser shall examine the plans for the project, field inspect parcels herein designated and field inspect the comparable properties considered by the Appraiser.

The review appraisals shall be sufficiently documented to meet the minimum Standards set out in the Indiana Department of Transportation's Appraisal Handbook as approved by the Federal Highway Administration and shall be submitted on forms provided by the Indiana Department of Transportation. The Review Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws. Any review appraisal that does not meet such requirements shall be further documented without additional compensation to the Review Appraiser.

The Review Appraiser shall consider all pertinent value information that is available.

The Review Appraiser shall document all estimates of just compensation.

The Review Appraiser may at any time prior to settlement adjust its estimate of just compensation on the basis of additional value information.

The Review Appraiser shall examine the appraisal reports to determine that they:

- a. Are complete and in accordance with the INDOT's appraisal specifications.
- b. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing Federal and State law.
- c. Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein.
- d. Include consideration of compensable items, damages and benefits, and do not include compensation for items noncompensable under Federal and State law.
- e. Contain an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which the appraiser considered to be a part of the real property to be acquired.
- f. Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, a reasonable allocation of the estimate of just compensation for the real property acquired and for damages and/or special benefits to remaining real property

Prior to finalizing his estimate of just compensation, the Review Appraiser shall request and obtain corrections or revisions of appraisal reports which do not substantially meet the requirements set forth in the INDOT's appraisal report specifications. These shall be documented and retained in the parcel file.

The Review Appraiser may supplement an appraisal report with corrections of minor mathematical errors where such errors do not affect the final value conclusion. He/She may also supplement the appraisal report where the following factual data has been omitted:

- a. Project and/or parcel number.
- b. Owner's and/or tenant's names.
- c. Parties to transaction, date of purchase and deed book reference on sale of subject property and comparables.
- d. Statement that there were no sales of subject property in the past 5 years.
- e. Location, zoning, or present use of subject property or comparables.

The Review Appraiser shall initial and date its corrections and/or factual data supplements to an appraisal report.

The Review Appraiser shall place in the parcel file a signed and dated statement setting forth:

- a. The estimate of just compensation including, where appropriate, the allocation of compensation of the real property acquired and for damages and/or special benefits to remaining real property, and an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which he/she considered to be a part of the real property to be acquired.
- b. That as a part of the appraisal review, there was a field inspection of the parcel to be acquired and the comparable sales applicable thereto. If a field inspection was not made, he/she shall state the reason(s).
- c. That he/she has no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.
- d. That its estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.
- e. Its value estimate of items compensable under State law but not eligible for Federal reimbursement, if any.

In estimating just compensation for the acquisition of real property, the Review Appraiser shall, to the greatest extent practicable under Federal and State law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.

The Review Appraiser shall conform with statutory and judicial determinations regarding noncompensable items.

The Review Appraiser agrees to update reports at the request of OWNER and/or testify in court on behalf of OWNER on any of the parcels described herein.

All information contained in the Review Appraisal report and all parts thereof are to be treated as a privileged communication. The Review Appraiser shall take all necessary steps to ensure that neither he/she nor any member of its staff or organization divulges any information concerning the report except to a duly authorized representative of the STATE, until authorized in writing by OWNER to reveal the communication to another designated party.

One (1) copy of each reviewed appraisal will be forwarded to OWNER for approval prior to an offer being made for the acquisition.

6. Buying

ENGINEER will submit the name of the individuals who will perform the Buying to OWNER for approval prior to work being started. The Buyer shall be a licensed real estate broker or an attorney licensed to practice in the State of Indiana and shall have passed any exam given the Indiana Department of Transportation Division of Land Acquisition.

No work by the Buyer shall be sublet, assigned or otherwise performed by anyone other than the Buyer.

No buying activity on any parcel involving relocation may begin until the Relocation Plan (12B) has been approved by OWNER.

The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.

The Buyer shall make a prompt offer in writing to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition. The Uniform Property or Easement Acquisition Offer letter shall be given to each parcel owner or sent by certified mail with return receipt requested. The offer shall include a copy of the approved appraisal.

Upon initiation of buying, the Buyer shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation or the proposed acquisition.

The Buyer shall perform the services under this contract in compliance with the State Buyers Procedure Manual in addition to the following regulations:

- a. Make all reasonable efforts to personally contact each owner of its designated representative and explain the acquisition. 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.
- b. The owner of improvements located on lands being acquired for right-of-way will be offered the option of retaining improvements thereon at the retention value determined by the Appraiser.
- c. A revised offer and summary statement of just compensation shall be provided the owner if:
 1. the extent of the taking is revised, or
 2. the approved estimate of just compensation is revised by the Review Appraiser.

NOTE: If a previous offer has been made to the owner, the revised offer is an example of an OWNER directed second or subsequent offer.

- d. The Buyer shall maintain adequate records to include a buyer's report for each parcel containing but not limited to:
 1. the date and place of contact
 2. parties of interest contacted
 3. offer made
 4. counter-offer or reasons offer was not accepted
 5. the report must be signed and dated by the Buyer and initialed by the person contacted.
- e. The property owner must be given a copy of the buyer's report on each contact.
- f. When attempts to buy are successful, a signed statement is to be prepared by the Buyer to the effect that:
 1. the written offer embodies all considerations agreed to by the property owner;
 2. the Buyer understands the acquired property is for used in connection with a City project;
 3. the Buyer has not direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property, and
 4. the agreement was reached without coercion of any type.

- g. When attempts to buy are unsuccessful, the Buyer shall record his recommendation for action and submit it to OWNER.
 1. The recommendation shall consider administrative settlement, including amount of settlement and reasons for a settlement.
 2. Otherwise, a condemnation report shall be filled out and submitted to OWNER.

All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he/she does not divulge any of the information to anyone other than a duly authorized representative of OWNER, unless authorized in writing by OWNER to reveal the information to another designated party.

The Buyer may be required to prepare Market Estimate reports for specific parcels on the PROJECT.

When Relocations are involved, the Buyer will submit to ENGINEER a daily notice form that the offer has been made. ENGINEER will notify the relocation agent of the same.

ENGINEER shall prepare instruments of conveyance for each parcel to be acquired. Permanent and Temporary acquisitions from the same owner shall always be prepared in separate instruments. Temporary acquisition instruments shall always include an expiration date and the statement "which easement will revert to the owner upon completion of the above designated project".

Once ENGINEER's appraising and buying services have been authorized, ENGINEER shall submit to OWNER a monthly report that summarizes the current status of all parcels to be acquired within the project. The report shall indicate the next activity to be performed on each parcel as well as the responsible party for the activity.

ENGINEER shall be responsible for the recording of all instruments of conveyance with the Hancock County Recorder's Office.

ENGINEER shall submit to OWNER a completed parcel file in accordance with the checklist for assembling secured/condemned parcels provided to ENGINEER.

In fulfillment of this contract, ENGINEER shall comply with the requirements of the appropriate regulations and requirements of the City.



IMAGINE. CREATE. ACHIEVE.
a sustainable future

CITY OF GREENFIELD, INDIANA

South Morristown Pike Trail Extension
City of Greenfield, Indiana

FEE JUSTIFICATION

EGIS BLN USA, INC.
8320 Craig Street
Indianapolis, Indiana 46250
317-849-5832
(FAX) 317-841-4280

December 2025



8320 Craig Street | Indianapolis, IN 46250
317.849.5832 | www.egis-group.com

SCOPE OF WORK

South Morristown Pike Trail Extension City of Greenfield, Indiana

OVERVIEW

The City of Greenfield is planning a trail extension project along S. Morristown Pike from South Main Street to the existing Pennsy Trail to the sports fields in Brandywine Park.

The intent of the project is to take the project to Stage 1 plans and identify and confirm drainage outlets and improvements required for the project. This project is preliminary in nature and is intended to assess impacts and develop draft plans for future development and completion and to define right-of-way needs for the proposed project.

PROJECT MANAGEMENT

Project Management and Project Design Meetings - This project will include one site visit and two on-site meetings with the client, including a kick-off meeting to confirm routes and assumptions

TOPOGRAPHICAL SURVEY DATA COLLECTION

Topographical Survey - The proposed survey for the project will include the preliminary trail route from South Main Street through Brandywine Creek and to survey the proposed parking lot location identified in the Powerpoint drawing provided by the City on November 6, 2025. The proposed route and parking area will be surveyed and a route plat will be prepared for recording.

General Requirements: Egis will perform the fieldwork as required for the topographic survey and a route plat for the parking lot area. This scope does not include topography for any existing bridges across Brandywine Creek.

Project Limits and Survey Coverage: The anticipated survey limits are listed below:

Trail Corridor Areas South of Main Street

- An area 750 feet long by 50 feet wide.
- An area 500 feet long by 50 feet wide.

Parking Area South of Main at North End of Brandywine Park

- An area approximately 400 feet by 265 feet.

Assumptions



- Underground utilities will be marked by Indiana 811.

UTILITY COORDINATION SERVICES

Utility Coordination: Preliminary Utility Coordination efforts as part of this contract will include initial notice and verification of facilities. No subsurface conflict analysis will be completed.

PRELIMINARY PLAN PREPARATION

Trail Design - Trail design will be completed in compliance with applicable sections of INDOT Standards and AASHTO's Guide of the Development of Bicycle Facilities, 5th Edition. Preliminary Grade and cross sections will be developed to access right-of-way needs. Locations of potential walls will be identified, but walls will not be designed.

Trail design and layout will be discussed for the project and a 12' multi-use trail will be evaluated along the route of project.

A detailed Stage 1 Estimate will be determined for the project.

Assumptions:

- Plans will be preliminary in nature and intended for future development.
- Curb Ramps will be shown in plan view only and there will be no curb ramp design.
- No maintenance of traffic plans will be developed.
- The proposed boardwalk section for the project will be excluded from this work.

PAYMENT ANALYSIS – DESIGN SERVICES

Payment Design - Preliminary Pavement Design will be developed from a recommendation from the City and City Standards.


ENVIRONMENTAL SERVICES

Environmental Work - Environmental work completed for the project will be a Waters of the US Report for the project corridor and a Red Flag Analysis for each segment of the corridor. An ecological survey will be completed for areas affected by work for this project.

Permits - An IDEM Section 401 Water Quality Certification and US Army Corps of Engineers Section 404 permit determination will be completed. No permits will be acquired with this work.

RIGHT-OF-WAY SERVICES

Right-of-Way Engineering Services – Egis will prepare plats, R/W plans, legal descriptions and perform abstracting and research for a total of three (3) parcels.



Right-of-Way Acquisition Services – Acquisition services will include APA's, appraising, buying, R/W management, transfer documents and recording to purchase three (3) parcels for the project in fee simple in compliance with Indiana Statute.



FEE SUMMARY

South Morristown Pike Trail Extension City of Greenfield, Indiana

• Project Management & Project Design Meetings (Lump Sum)	\$ 25,000.00
• Topographic Survey (Lump Sum)	\$ 29,325.00
• Utility Coordination (Lump Sum)	\$ 20,300.00
• Preliminary Plan Preparation (Lump Sum)	\$121,100.00
• Environmental Work (Lump Sum)	\$ 29,400.00
• Right-of-Way Engineering Services (Per Unit)	\$ 15,300.00
• Right-of-Way Acquisition Services (Per Unit)	<u>\$ 49,575.00</u>
Total	\$290,000.00

**PROJECT MANAGEMENT
FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION**

**Morristown Pike and Brandywine Creek Trail Project
North and South of East Main Street
Greenfield, Indiana
DES. NO.**

**OWNER: City of Greenfield
CONSULTANT: Egis**

Task	Manhours by Classification				Total
	Department Manager	Project Manager	Project Engineer	CAD Technician	
Project Management	30	30	24		84
Total Hours	30	30	24	0	84
Hourly Rate	\$330.00	\$295.00	\$220.00	\$165.00	
Total Labor	\$9,900.00	\$8,850.00	\$5,280.00	\$0.00	\$24,030.00
Overhead				0.00%	\$0.00
FCCM				0.00%	\$0.00
Labor + Overhead					\$24,030.00
Profit				0.00%	\$0.00
Sub-Total					\$24,030.00
Direct Non-Salary Costs					\$948.50
Total					\$24,978.50
USE					\$25,000.00

**PROJECT MANAGEMENT
DIRECT NON-SALARY COSTS**

**Morristown Pike and Brandywine Creek Trail Project
North and South of East Main Street
Greenfield, Indiana
DES. NO.**

ROADWAY DESIGN

TRAVEL

Project Site					
2 round trips x	75 miles	\$0.490 /mile	=		\$73.50
INDOT District Office					
0 round trips x	miles	\$0.490 /mile	=		\$0.00
MPO Quarterly Meetings					
0 round trips x	miles	\$0.490 /mile	=		\$0.00

PRINTING

Stage 1 Plans	0 sheets	2 sets =	0 sheets	
PFC Plans	0 sheets	2 sets =	0 sheets	
Stage 2 Plans	0 sheets	2 sets =	0 sheets	
Hearing	0 sheets	2 sets =	0 sheets	
FFC Plans	0 sheets	2 sets =	0 sheets	
Stage 3 Plans	0 sheets	2 sets =	0 sheets	
Final Tracings	0 sheets	2 sets =	0 sheets	
Total sheets to be printed =			0 sheets	
Miscellaneous/Check prints =			500 sheets	
			500 sheets	
Use	sheets	\$1.71 /sheet =		\$0.00
Print Mylars:	0 sheets	\$9.00 /sheet =		\$0.00
R/W Mylars:	0 sheets	\$9.00 /sheet =		\$0.00
Soil Boring Mylars:	0 sheets	\$9.00 /sheet =		\$0.00

Copies 2,500 sheets x \$0.150 /sheet = \$375.00

SHIPPING CHARGES

FFC Plans	sets			
Stage 3 Plans	sets			
Total sets to be shipped =	2 sets @	\$250.00 /set =		500.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s)	\$15.00 /roll =		\$0.00
Aerial photos				
Aerial mapping				

TOTAL FOR ROAD DESIGN

\$948.50

FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
Topographic Survey

OWNER: City of Greenfield
 PROJECT: Trail Project
 DESCRIPTION: Topographic Survey

Task	Land Surveyor	Land Surveyor	Manhours by Classification							Total
			Survey Tech	Survey Tech						
Mobilization & Demobilization			9.0	9.0				0.5		18.5
Vertical control			4.0	4.0						8.0
Horizontal control			4.0	4.0						8.0
Topo Area South of Main Street			10.0	10.0						20.0
Parking Area Topo			6.0	6.0						12.0
Property Surveys			8.0	8.0						16.0
Initial research								3.0		3.0
Utility coordination								1.0		1.0
Layout, design, drafting								10.0		10.0
Calculations		8.0								8.0
Route Plat		8.0								8.0
Field Book		8.0								8.0
Project Management	8.0									8.0
QA/QC	8.0									8.0
Total Hours	16.0	24.0	41.0	41.0				14.5		128.5
Billing Rate	\$275.00	\$275.00	\$185.00	\$185.00				\$185.00		\$28,652.50
Total Labor	\$4,400.00	\$6,600.00	\$7,585.00	\$7,585.00				\$2,662.50		\$482,200
Direct Non-Salary Costs										\$28,394.70
Total										\$29,325.00

**FEE JUSTIFICATION EXHIBIT
DIRECT NON-SALARY COSTS
Topographic Survey**

OWNER : City of Greenfield
PROJECT : Trail Project
DESCRIPTION : Topographic Survey

Task	X	Y	Total
Mileage:			
Route Survey Survey PD (X miles/round trip) x (Y trips) x (\$0.49/mile) =	60	13	\$382.20
Route Survey Survey PD (X miles/round trip) x (Y trips) x (\$0.49/mile) =			\$0.00
Route Survey Survey PD (X miles/round trip) x (Y trips) x (\$0.49/mile) =			\$0.00
Lodging:			
Route Survey Survey PD (X men) x (Y nights) x (\$100.00/night) =			\$0.00
Route Survey Survey PD (X men) x (Y nights) x (\$100.00/night) =			\$0.00
Per Diem			
Route Survey Survey PD (X men) x (Y Days) x (\$41.00 / Day) =			\$0.00
Route Survey Survey PD (X men) x (Y Days) x (\$41.00 / Day) =			\$0.00
Other Disciplines:			
Deed Copies (X copies) x (\$Y per copy)	100	1	\$100.00
Traffic counter fees	*	*	\$0.00
			\$0.00
Total			\$482.20
USE			\$482.20

		Fee Justification Exhibit				
Des. No./Contract Number:		N/A				
Description:		City of Greenfield Trail Project				
Task:		Task 16.1 Utility Coordination				
Item Seq	Who	Task	Manhours by Classification			
			Department Manager	Project Manager	Project Engineer	Total
Section 1 – Initiation Phase						
1.01	UC	Contact client PM and obtain:				
1.02	UC	-project number				
1.03	UC	-route number/location				
1.04	UC	-work type				
1.05	UC	-project description			1	1
1.06	UC	-project limits				
1.07	UC	-review utility response timeline requirements				
1.08	UC	-proposed letting/bid date				
1.10	UC	-client database requirements				
1.11	PM	-copy of schedule to correlate utility coordination milestones			1	1
1.12	UC	Contact PM and provide utility input to project development schedule			1	1
Section 2 – Research Phase						
2.01	UC	Determine facilities in the area by researching permit files from client permitting department			1	1
2.02	UC	Determine facilities in the area by reviewing plan files			1	1
2.03	UC	Determine facilities in the area by investigating field conditions			4	4
2.04	UC	Determine facilities in the area by reviewing information from IUPPS			1	1
2.05	UC	Determine facilities in the area by contacting local government agencies			1	1
2.06	UC	Determine potential owns of any traffic signals and/or interconnects			1	1
2.07	UC	Determine potential owners of lighting			1	1
2.08	UC	Prepare list summarizing findings from research phase			4	4
2.09	UC	Send list utility names, facility types, and contact info to PM/Client			1	1
2.10	PM	Update project plans with utility names, facility types, contact info			1	1
2.11	UC	Prepare risk evaluation of utility coordination deliverables and schedule			1	1
2.12	DM	Review risk evaluation of utility coordination deliverables and schedule			1	1
Section 3 – Initial Coordination Phase						
3.01	UC	Send letter initial correspondence to each utility with copy to Client			1	1
3.02	UC	Schedule live (virtual) interactive meeting with all utility representatives			1	1
3.03	UC	Receive response to initial correspondence from each utility and file			1	1
3.04	UC	Forward response to initial correspondence to Client			1	1
3.05	UC	Send list of all potential reimburseable utilities to Client			1	1
3.08	UC	Contact PM and review property interest for reimburseable relocations			1	1
3.07	UC	Notify IUPPS to have utility facilities marked in the field			1	1
3.08	UC	Notify owner of signals to have buried wires marked in the field			1	1
3.09	UC	Measure and record the location of field markings and facilities	3	4	6	13
3.10	PM	Show/update facility information on plan sheets		2		2
3.11	UC	Update risk evaluation of utility coordination deliverables and schedule			2	2
3.12	DM	Review risk evaluation of utility coordination deliverables and schedule	2			2
Section 4 – Verification Phase						
4.01	PM	Provide Geotech report to each utility			1	1
4.02	UC	Send verification of facilities correspondence and plans to each utility with copy to Client			1	1
4.03	UC	Receive response to verification correspondence from each utility and file			1	1
4.04	UC	Forward correspondence to verification of facilities to PM and Client			1	1
4.05	UC	Update plan sheets with verification information from each utility and analyze need for SUE			1	1
4.06	UC	Send revised plans from verification response to utilities			1	1
4.07	UC	Meet w Client and conduct constructability review stage 1			1	1
4.08	UC	Attend preliminary meeting and obtain input from utilities on project			1	1
4.09	UC	Contact PM and present right of way buying plan to address needs of utilities	3	4	6	13
4.10	UC	Contact PM and discuss need for separate clearing contract		2		2
4.11	UC	Update risk evaluation of utility coordination deliverables and schedule			2	2
4.12	DM	Review risk evaluation of utility coordination deliverables and schedule	2			2
Section 5 – Conflict Review Phase						
5.01	UC	Send Conflict Review request and plans to each utility with copy to Client				
5.02	UC	Receive responses to conflict review request from each utility and file				
5.03	UC	Forward Conflict Review correspondence to Designer and Client				
5.04	UC	Review recommended changes and implement where appropriate to designer				
5.05	UC	Complete Conflict Matrix and correlate with plotted utilities on Plan/Profile/Xsec; Correlate need for SUE				
5.06	PM	Review comments on recommended changes with UC				
5.07	PM	Send comments on recommended changes to Client				
5.08	PM	Discuss client comments on recommended changes with UC				
5.09	UC	Send letters with comments on recommended changes to utilities and Client				
5.10	UC	Meet with Client and conduct constructability review stage 2				
5.11	UC	Update risk evaluation of utility coordination deliverables and schedule				
5.12	DM	Review risk evaluation of utility coordination deliverables and schedule				

Item Seq	Who	Task	Manhours by Classification			
			Department Manager	Project Manager	Project Engineer	Total
Section 6 -- Work Plan Development Phase						
6.01	UC	Send Work Plan request and plans to each utility with copy to Client				
6.02	UC	Meet w Client and conduct constructability review of final utility plans				
6.03	UC	Receive response to Work Plan Request from each utility and file				
6.04	PM	Provide quality control review of work plans for compliance				
6.05	UC	Coordinate with utility to amend work plans as needed				
6.06	DM	Provide quality assurance review of work plans for compliance				
6.07	DM	Provide comments from quality assurance review to UC				
6.08	UC	Send utility work plans to client for approval				
6.09	UC	Coordinate with utility to amend work plans as needed after Client review				
6.10	UC	Send revised work plans to Client for approval after utility revisions				
6.11	UC	Receive approved workplans from client				
6.12	UC	Prepare Gantt chart to coordinate schedule of utility facility relocations				
6.13	UC	Review Gantt chart with PM and Client				
6.14	UC	Prepare & distribute master utility relocation drawing (Plan/Profile/Xsec)				
6.15	UC	Prepare letter work plan approved for each acceptable work plan				
6.16	UC	Forward copy of letter work plan approved to Utility and Client				
6.17	UC	Update project plans with utility name, facility types, contact info				
6.18	UC	File approved work plans				
6.19	UC	Apply for and/or review permits for utility relocations				
6.20	UC	Prepare utility coordination certificate and send to Client for review				
6.21	UC	Prepare utility special provisions and send to Client for review				
6.22	UC	Provide utility contract documents to PM for upload into Client systems				
6.23	UC	Update risk evaluation of utility coordination deliverables and schedule				
6.24	DM	Review risk evaluation of utility coordination deliverables and schedule				
6.25	UC	Attend final field meeting				
Section 7 -- Agreement Phase						
7.01	UC	Contact PM and review project funding for reimbursable relocations				
7.02	UC	Receive letter from utility requesting an agreement for reimbursement				
7.03	UC	Review basis for reimbursement				
7.04	UC	Forward letter from utility requesting reimbursement to Client				
7.05	UC	Prepare and route internal memo for agreement				
7.07	UC	Prepare agreement and cover letter				
7.08	UC	Forward agreement and cover letter to Client for review and signature				
7.09	UC	Send signed cover letter and agreement to utility				
7.10	UC	Receive agreement signed by utility and exhibits from utility				
7.11	UC	Review agreement signed by utility and exhibits				
7.12	UC	Forward signed agreement and exhibits to Client for review and processing				
7.13	UC	Prepare routing memo and route to client				
7.14	UC	Prepare EGIS letter for agreement to client				
7.15	UC	Forward EGIS letter agreement to Client for review and signature				
7.16	UC	Send letter return agreement and copy of fully signed agreement to Utility				
7.17	UC	Review request by utility to use consultant				
7.18	UC	Prepare consultant approved correspondence and send to Client for signature				
7.19	UC	Send signed consultant approved correspondence to utility				
7.20	UC	Review request by utility to use contractor				
7.21	UC	Prepare contractor approval correspondence and send to Client for signature				
7.22	UC	Utility contractor approval correspondence sent to the utility				
7.23	UC	Review incremental invoices				
7.24	UC	Review cumulative invoice summary				
7.25	UC	Submit request to close PO to Client				

Item Seq	Who	Task	Manhours by Classification			
			Department Manager	Project Manager	Project Engineer	Total
Section 8 -- Utility Construction Phase						
8.01	UC	Receive and distribute to utilities right of way certificate				
8.02	UC	Prepare, sign and send notice to proceed to each utility				
8.03	UC	Provide periodic reports on utility relocation construction to Client				
8.04	UC	Review request for work plan revision from utility				
8.05	UC	Work plan revision sent to PM for review and approval				
8.06	UC	Prepare permit addendum for work plan revision				
8.07	UC	Send work plan revision and permit addendum to Client				
8.08	UC	Send signed letter permit addendum to the utility				
8.09	UC	Review shop drawings for Client contract and assess impact on utilities				
8.10	UC	Prepare and distribute master utility relocation plan after field revisions				
8.11	UC	Attend pre-construction meeting				
8.12	UC	Use Gantt chart to synchronize utility work with Client contractor schedule				
8.13	UC	Periodically attend bi-weekly construction meetings				
8.14	UC	Periodically conduct field visits to verify utility construction and schedule				
8.15	UC	Prepare, sign and send work complete correspondence to each utility and Client				
8.16	UC	Prepare, sign and send correspondence regarding invoices due to each utility and Client				
8.17	UC	Meet w Client for constructability review mid-construction				
8.18	UC	Meet w Client for constructability review post construction				
Total Hours			10	12	54	76
Hourly Rate			\$330.00	\$295.00	\$220.00	
Total Labor			\$3,300.00	\$3,540.00	\$11,660.00	\$18,500.00
Overhead					0.00%	\$0.00
FCCM					0.00%	\$0.00
Labor + Overhead + FCCM						\$18,500.00
Profit					0.00%	\$0.00
Sub-Total						\$18,500.00
Direct Non-Salary Costs						\$1,779.31
Total						\$20,279.31
USE						\$20,308.00

UTILITY COORDINATION - Standard Utility Coordination
DIRECT NON-SALARY COSTS

PROJECT: City of Greenfield Trail Project
CLIENT: City of Greenfield, Indiana
WORK TYPE: Utility Coordination
TASK: 16.1

UTILITY COORDINATION

TRAVEL

8 trips x	173 miles	\$0.490 /mile	=	\$678.16
	86.4 (miles one way)			
	1.45 (hours one way)			

PRINTING

Constr. Revi. (Stg 1 & 2)	0 sheets	x	0 sets =	0 sheets
Util. Coord. Meetings	25 sheets	x	14 sets =	350 sheets
Constr. Revi. (Tra, Const.)	0 sheets	x	0 sets =	0 sheets
Meetings During Constr.	25 sheets	x	3 sets =	75 sheets

Total sheets to be printed =	425 sheets
Miscellaneous/Check prints =	140 sheets
	565 sheets

Use	565 sheets	x	\$1.71 /sheet =	\$966.15
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Print Mylars:	0 sheets	x	\$9.00 /sheet =	\$0.00
R/W Mylars:	0 sheets	x	\$9.00 /sheet =	\$0.00
Soil Boring Mylars:	0 sheets	x	\$9.00 /sheet =	\$0.00

Copies/Prints (Inc. Contract Book)	900 sheets	x	\$0.150 /sheet =	\$135.00
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SHIPPING CHARGES

Preliminary Plans:	0 sets			
Stage 2 Plans:	0 sets			
Stage 3 Plans:	0 sets			
Tracings:	0 sets			
Total sets to be shipped =	0 sets @		\$16.00 /set =	\$0.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s)	x	\$15.00 /roll =	\$0.00
Aerial photos				
Aerial mapping				
Geotechnical				
Subconsultant				\$0.00

TOTAL FOR UTILITY COORDINATION

\$1,779.31

**PRELIMINARY PLAN PREPARATION
FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION**

**Morristown Pike and Brandywine Creek Trail Project
North and South of East Main Street
Greenfield, Indiana
DES. NO.**

**OWNER: City of Greenfield
CONSULTANT: Egis**

Task	Manhours by Classification				
	Department Manager	Project Manager	Project Engineer	CAD Technician	Total
Project Setup	2	4	4	4	14
Review Survey Notes	4	4	4	4	16
Plot, Check & Ink Topo for Plan & Profile		2	2	4	8
Site Visit Check of Existing Conditions	8	8	8		24
Hydrology Determination		6	24	16	46
Preliminary Storm Sewer Design	3	8	24	16	51
Preliminary Culvert Design - 1 Location - HY8		8	16		24
Establish Grade Controls		8	8		16
Prepare Stage 1 Title and Index Sheet		1	2	4	7
Prepare Preliminary Typical Sections	1	1	2	5	9
Design Preliminary Grade and Geometrics		8	16		24
Stage 1 Plan and Profile Sheets		8	40	40	88
Stage 1 Cross Sections		2	16	24	42
Level One Checklist and Computations	1	2	8		11
Preliminary Quantities		8	32	12	52
Preliminary Cost Estimate		2	8		10
Project Description per IDM 14-2.01(03)2b		2	2		4
Subconsultant Coordination - See Project Management MHJ					0
Stage 1 Submittal Package		1	3	8	12
Stage 1 QC/QA	2	8			10
Stage 1 Upload to ERMS					0
STAGE 1 PLANS COMPLETE					
Revise Plans per Stage 1 Review		4	8	12	24
Prepare Plat No. 1		2	4	8	14
Preliminary Maintenance of Traffic					0
Preliminary Approach and Drive Detail					0
Preliminary Lighting Design					0
Field Check Plan and Profile Sheets					0
Field Check Cross Sections					0
Complete Property Access Study (IDM Fig. 86-1E)					0
Preliminary RW Design		1			1
Preliminary Curb Ramp Details - 8 Ramps (Includes TAC Coordination)					0
Preliminary Construction Details & Spot Elevations for Intersections					0
Preliminary Field Check Scheduling & Plan Distribution		1	3		4
Preliminary Field Check QC/QA	6	8			14
Preliminary Field Check Meeting & Minutes	1	2	6		9
PRELIMINARY FIELD CHECK COMPLETE					
Revise Plans per Field Check Meeting					0
Coordination with Environmental (assist with NEPA-CE form)					0
Coordination with Environmental (assist with Noise Model)					0
Prepare Stage 2 Title and Index Sheet					0

**PRELIMINARY PLAN PREPARATION
FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION**

**Morristown Pike and Brandywine Creek Trail Project
North and South of East Main Street
Greenfield, Indiana
DES. NO.**

**OWNER: City of Greenfield
CONSULTANT: Egis**

Task	Manhours by Classification				
	Department Manager	Project Manager	Project Engineer	CAD Technician	Total
Prepare Stage 2 Plat No. 1					0
Final Curb Ramp Details					0
Stage 2 Typical Sections					0
Stage 2 Plan and Profile Sheets					0
Stage 2 Cross Sections					0
Approach Table					0
Signal Plans					0
Retaining Wall Detail Sheets					0
Preliminary Structure Data Table					0
Constructability Review					0
Stage 2 Quantities					0
Stage 2 Cost Estimate					0
Subconsultant Coordination - See Project Management MHJ					0
Stage 2 Submittal Package					0
Stage 2 QC/QA					0
Stage 2 Upload to ERMS					0
STAGE 2 PLANS COMPLETE					
Revise Plans per Stage 2 Review					0
Coordination for Public Hearing					0
Final Maintenance of Traffic					0
Final Construction Details and Spot Elevation for Intersections					0
Underdrain Design and Table					0
Final Plan & Profile Sheets					0
Final Typical Sections					0
Final Cross Sections					0
Finalize Retaining Wall Detail Sheets					0
Hydraulic Report for Storm Sewer and Culvert					0
Final Storm Sewer Design					0
Pavement Marking and Signing Plan					0
Final Structure Data Table					0
Miscellaneous Tables					0
Final Field Check Scheduling & Plan Distribution					0
Final Field Check Package QC/QA					0
Final Field Check & Minutes					0
Final Lighting Design					0
Revise Plans per Final Field Check					0
Earthwork Computations / Balance / Mass Diagram					0
Temporary Erosion Control Plans & Design					0
Coordination with Environmental (assist with permit applications)					0
Environmental Consultation Form					0
Coordination of Commitments					0
Prepare Special Provisions					0

**PRELIMINARY PLAN PREPARATION
FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION**

**Morristown Pike and Brandywine Creek Trail Project
North and South of East Main Street
Greenfield, Indiana
DES. NO.**

**OWNER: City of Greenfield
CONSULTANT: Egis**

Task	Manhours by Classification				
	Department Manager	Project Manager	Project Engineer	CAD Technician	Total
Stage 3 Quantities					0
Stage 3 Cost Estimate					0
Subconsultant Coordination - See Project Management MHJ					0
Stage 3 Submittal Package					0
Stage 3 QC/QA					0
Stage 3 upload to ERMS					0
STAGE 3 PLANS COMPLETE					
Revise Stage 3 Plans per Review					0
Contract Prep Document					0
Final Tracings Checklist					0
Update Environmental Consultation Form					0
Geotechnical Review of Final Check Prints Coordination - See Project Management MHJ					0
Revise/Update Quantity Calculations					0
Revise/Update Construction Cost Estimate					0
Revise Special Provisions					0
Subconsultant Coordination - See Project Management MHJ					0
Final Tracings Submittal Package					0
Final Tracings QC/QA					0
Final Tracings upload to ERMS					0
FINAL TRACINGS					
Contract Information Book Review & Certification					0
Responding to Pre-Bid Contractor Questions					0
POST TRACINGS					
Total Hours	28	109	240	157	534
Hourly Rate	\$330.00	\$295.00	\$220.00	\$165.00	
Total Labor	\$9,240.00	\$32,155.00	\$52,800.00	\$25,905.00	\$120,100.00
Overhead				0.00%	\$0.00
FCCM				0.00%	\$0.00
Labor + Overhead					\$120,100.00
Profit				0.00%	\$0.00
Sub-Total					\$120,100.00
Direct Non-Salary Costs					\$1,023.40
Total					\$121,123.40
USE					\$121,100.00

**PRELIMINARY PLAN PREPARATION
DIRECT NON-SALARY COSTS**

**Morristown Pike and Brandywine Creek Trail Project
North and South of East Main Street
Greenfield, Indiana
DES. NO.**

ROADWAY DESIGN

TRAVEL

Project Site					
2 round trips x	35 miles	\$0.490 /mile	=		\$34.30
INDOT District Office					
0 round trips x	miles	\$0.490 /mile	=		\$0.00
MPO Quarterly Meetings					
0 round trips x	miles	\$0.490 /mile	=		\$0.00

PRINTING

Stage 1 Plans	0 sheets	2 sets =	0 sheets	
PFC Plans	0 sheets	2 sets =	0 sheets	
Stage 2 Plans	0 sheets	2 sets =	0 sheets	
Hearing	0 sheets	2 sets =	0 sheets	
FFC Plans	0 sheets	2 sets =	0 sheets	
Stage 3 Plans	0 sheets	2 sets =	0 sheets	
Final Tracings	0 sheets	2 sets =	0 sheets	
Total sheets to be printed =			0 sheets	
Miscellaneous/Check prints =			500 sheets	
			500 sheets	
Use	sheets	\$1.71 /sheet =		\$0.00
Print Mylars:	0 sheets	\$9.00 /sheet =		\$0.00
R/W Mylars:	0 sheets	\$9.00 /sheet =		\$0.00
Soil Boring Mylars:	0 sheets	\$9.00 /sheet =		\$0.00

Copies 2,500 sheets x \$0.150 /sheet = \$375.00

SHIPPING CHARGES

FFC Plans	sets		
Stage 3 Plans	sets		
Total sets to be shipped =	2 sets @	\$300.00 /set =	600.00

SUBCONSULTANT/OTHER

Ground photos	0 roll(s)	\$15.00 /roll =	\$0.00
Aerial photos			
Aerial mapping			

TOTAL FOR ROAD DESIGN

\$1,009.30

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION
ENVIRONMENTAL WORK
ECOLOGICAL SURVEYS**

**PROJECT: City of Greenfield Trails
DESCRIPTION: Waters of US Report**

Task	Man-hours by Classification			
	PROJECT MANAGER	SENIOR EA	ENVIRON ANALYST	TOTAL
Initiate Data Collection			2	2
Site Inspection, Delineation of Wetlands, Documentation of Water Resources *			48	48
Complete Wetland Determination Forms and QHEI forms for streams		2	4	6
Preparation of Waters of the US Report Graphics		2	10	12
Waters of the US Report Preparation		4	18	22
Completion of USACE Jurisdictional Review Form		2	2	4
Project Management and Coordination with INDOT		4	2	6
Coordination Meeting with IDEM - CORPS			4	4
QA/QC of Draft Waters Report	4	4	4	12
Revisions as Required		2	6	8
Total Hours	4	20	100	124
Hourly Rate	\$295.00	\$265.00	\$150.00	
Total Labor	\$1,180.00	\$5,300.00	\$15,000.00	\$21,480.00
Direct Non-Salary Costs				\$92.55
TOTAL				\$21,572.55
USE				\$21,600.00

* Two people @ 12 hours each per day for two days

**5.4 ECOLOGICAL SURVEYS
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.49/mile) =	60	2	\$0.49	\$58.80
XEROX COPIES				
(8.5 x 11) x (X sets) x (Y pages/set) x (\$0.15/page)	3	75	\$0.15	\$33.75
LODGING AND PER DIEM				
(X nights) x \$107.00/night x (z people)	0	\$107.00	0	\$0.00
(X days) x \$41.00/day x (z people)	0	\$41.00	0	\$0.00
TOTAL				\$92.55

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION
ENVIRONMENTAL WORK
RED FLAG INVESTIGATION**

**PROJECT: Greenfield Trails
DESCRIPTION: Red Flag Investigation**

Task	Man-hours by Classification			
	PROJECT MANAGER	SENIOR EA	ENVIRON ANALYST	TOTAL
Develop Red Flag Investigation of project area - Text		2	10	12
Develop Red Flag Investigation of project area - GIS Mapping		2	10	12
QC/QA of the Red Flag Investigation	4	4	4	12
Revisions as Required		2	2	4
Total Hours	4	10	26	40
Hourly Rate	\$295.00	\$265.00	\$150.00	
Total Labor	\$1,180.00	\$2,650.00	\$3,900.00	\$7,730.00
Direct Non-Salary Costs				\$18.75
TOTAL				\$7,748.75
USE				\$7,800.00

**5.15 RED FLAG INVESTIGATION
DIRECT COSTS**

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.49/mile) =	0	0	\$0.49	\$0.00
COPIES: RFI DOCUMENT				
(8.5 x 11) (X sets) x (Y pages/set) x (\$0.15/page)	5	25	\$0.15	\$18.75
TOTAL				\$18.75

**FEE JUSTIFICATION EXHIBIT
ESTIMATED FEE PER PARCEL
RIGHT-OF-WAY ENGINEERING**

OWNER: City of Greenfield
PROJECT: Trail Project
South of Main Street
ROAD: Morristown Pike
COUNTY: Hancock
DES:

Task	Number of Parcels	Per Parcel Amount	Total
Title Work			
Title Search (20 year) Residential	3	\$455.00	\$1,365.00
Title Search (20 year) Commercial	0	\$480.00	\$0.00
Title Search (20 year) Agricultural	0	\$480.00	\$0.00
Title Search (20 year) Municipal	0	\$505.00	\$0.00
Title Search Temporary	0	\$230.00	\$0.00
Title Updates (if required later)	3	\$205.00	\$615.00
Copies	600	\$1.00	\$600.00
Legal Descriptions	6	\$1,250.00	\$7,500.00
Parcel Plats	3	\$950.00	\$2,850.00
R/W Staking	3	\$0.00	\$0.00
R/W Plans	3	\$630.00	\$1,890.00
LRS Update	3	\$160.00	\$480.00
Total			\$15,300.00
USE			

**FEE JUSTIFICATION EXHIBIT
ESTIMATED FEE PER PARCEL
RIGHT-OF-WAY SERVICES**

OWNER: City of Greenfield, Indiana
PROJECT: Trails Project
DESCRIPTION: 3 Parcels

Task	Number of Parcels	Per Parcel Amount	Total
Appraisals			
Waiver Valuation	0	\$780.00	\$0.00
Value Finding	0	\$2,205.00	\$0.00
Residential Long Form Appraisals	3	\$5,160.00	\$15,480.00
Limited Summary Multiple Land Values	0	\$3,305.00	\$0.00
commercial Long Form	0	\$12,910.00	\$0.00
Limited Summary Land Damages	0	\$3,885.00	\$0.00
Review Appraisals	3		\$7,335.00
Appraisal Problem Analysis	3	\$250.00	\$750.00
R/W Management	3	\$1,405.00	\$4,215.00
Negotiations	3	\$2,320.00	\$6,960.00
Negotiations Review	3	\$385.00	\$1,155.00
Transfer Documents	3	\$180.00	\$540.00
Closing/Recording	3	\$600.00	\$1,800.00
Title Updates	3	\$180.00	\$540.00
Relocation	0	\$3,975.00	\$0.00
Relocation Review	0	\$1,110.00	\$0.00
Relocation PPMO	0	\$1,665.00	\$0.00
PPMO Review	0	\$425.00	\$0.00
Misc Costs (Contractor, Mortgage Release, Etc.)	1	\$1,000.00	\$1,000.00
Revisions due to Design Change 15% - if needed	1	\$9,800.00	\$9,800.00
Early Cost Assessment	0	\$130.00	\$0.00
Total fees			\$49,575.00

2nd apr	apr fee	total
0	\$3,615.00	\$0.00
0	\$5,045.00	\$0.00
3	\$2,445.00	\$7,335.00
0	\$3,885.00	\$0.00
0	\$12,910.00	\$0.00
		\$7,335.00

"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.

John Beery, PE, Egis

"ATTACHMENT C"

KEY STAFF OF OWNER

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

Glen Morrow, PE, City Engineer - (317) 325-1322

"ATTACHMENT D"

SCHEDULE

The anticipated schedule for the project is shown below:

<u>Phase</u>	<u>Phase Start</u>	<u>Phase End</u>
Survey	January 2026	March 2026
Utility Coordination	January 2026	April 2026
Prel. Plan Development	March 2026	July 2026
Estimate Work	June 2026	July 2026
Environmental Work	January 2026	June 2026
R/W Engineering	May 2026	June 2026
R/W Acquisition	June 2026	December 2026

This Agreement shall expire December 31, 2026.

"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. Abbreviated Report and Project Summary Including:
 - a. Alignment and Grade recommendations
 - b. Environmental Impacts of Project
 - c. Anticipated right-of-way identifying width, type, quantity, and estimated number of parcels
 - d. Utilities and Underground facilities information
 - e. Estimated Project Budget; construction, right-of-way, and construction inspection
 - f. Public Meetings are not included in this project
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

The ENGINEER shall receive compensation for such professional services under Attachment "A" of this Agreement in the amount of a total fee not-to-exceed Two Hundred Ninety Thousand Dollars (\$290,000.00), unless an amendment to this Agreement is executed by the parties that increases the maximum amount payable.

Task #1: Project Coordination and Project Design Meetings (Lump Sum)	\$ 25,000.00
Task #2: Topographic Survey (Lump Sum)	\$ 29,325.00
Task #3: Utility Coordination (Lump Sum)	\$ 20,300.00
Task #4: Preliminary Plan Preparation (Lump Sum)	\$121,100.00
Task #5: Environmental Work (Lump Sum)	\$ 29,400.00
Task #6: Right-of-Way Engineering Services (Per Unit)	\$ 15,300.00
Task #7: Right-of-Way Acquisition Services (Per Unit)	<u>\$ 49,575.00</u>
Total Proposed Fee	\$290,000.00