

CITY OF GREENFIELD, INDIANA

REQUEST FOR PROPOSALS & QUALIFICATIONS (RFPQ)

DAVIS/MERIDIAN WASTEWATER COLLECTION SYSTEM BUILD-OPERATE-TRANSFER (BOT) PROJECT

Issued Pursuant to Indiana Code 5-23

July 16, 2026

I. PROJECT INTRODUCTION

In accordance with Indiana Code 5-23-5, the City of Greenfield, Indiana (the "City") invites qualified development teams to submit Proposals and Statements of Qualifications (collectively, "Proposals") to provide development and construction, and, if required, financing services for the delivery of a wastewater collection system project consisting of multiple lift stations and approximately 5.5 miles of interceptor sewers (the "Project") under a Build-Operate-Transfer (BOT) structure.

The purpose and intent of this Project is to:

- Transfer and appropriately allocate project risk.
- Secure long-term value through durable, low-maintenance design and construction quality.
- Achieve cost certainty as early as possible and maintain strict alignment with the established budget.
- Engage a developer-led team capable of collaboratively delivering a guaranteed not-to-exceed price (GNEP) following an intensive Scoping Period.

The City has separately engaged American Structurepoint, Inc. as the lead designer of team that includes and Commonwealth Engineers, Inc. Proposers shall *not* include or propose design services. Attached hereto and incorporated by reference is a scope of services to be provided by American Structurepoint which the selected Proposer will not be required to provide nor which should be considered as part of their proposal.

II. PROJECT SCOPE

The final scope, budget, design refinement, and financing structure (if needed) will be established during a structured Scoping Period. The Scoping Period is intended to:

- Define the overall Project program and delivery approach.
- Establish a Guaranteed Not-to-Exceed Price (GNEP).
- Confirm and validate budget, constructability, and technical execution.
- Provide structured, documented cost-control and value engineering processes.
- Prepare all necessary information for City review and approval.

The Project scope will be fully validated during the Scoping Period. Proposers shall be capable of delivering:

- Development and construction services.
- Design-assist review (in collaboration with American Structurepoint team).
- Cost modeling, estimating, and constructability analysis.
- Subcontractor engagement and procurement planning.
- Budget management methodologies.
- Financing options and structures pursuant to IC 5-23, if required by the City.

III. PROJECT DELIVERY FRAMEWORK

This RFPQ is issued pursuant to IC 5-23. The final Project may proceed under a BOT Agreement subject to:

- A Scoping Period and deliverables defined through this procurement.
- A public hearing prior to the approval of the BOT Agreement.
- City Council approval of all final BOT documents.
- Bonding requirements consistent with IC 5-23, including:
 - Performance bond for 50% of construction costs
 - Payment bond for 100% of construction costs

The City reserves the right to:

- Proceed with, modify, or cancel the Project following the Scoping Period.
 - Engage the next-ranked proposer if the selected proposer fails to deliver satisfactory Scoping Period outcomes.
 - Reject any or all submissions at its sole discretion.
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IV. PROPOSAL REQUIREMENTS

Each Proposal shall include the following content, clearly organized and labeled:

1. Development Team Overview

- Identify names and roles of all team members (developer, contractor, sub-contractors, financial partners, consultants).
- Organizational structure and identification of the lead entity.
- Key personnel and qualifications.
- Confirmation of availability and capacity to do the work.

2. Relevant Experience

- A listing of at least five (5), of the Proposer's most recent Indiana Build-Operate-Transfer projects where the proposer has provided developer-led financing. At least two utility projects shall be included (preference to wastewater collection systems).
- Include the following for each project:
 - Project description
 - Role and scope of services
 - Financial structure
 - Contact name, email, and phone number for reference
 - Whether the projects were completed on time
 - Whether each project was completed above budget, below budget, or on budget

3. Scoping Period Approach

Proposers shall define their understanding and execution strategy for the Scoping Period, including:

- Methods for collaboratively developing a Guaranteed Not-to-Exceed Price (GNEP)
- Approach to cost modeling, budgeting, and early cost certainty
- Interaction with American Structurepoint team during design-assist review
- Processes for subcontractor engagement and procurement
- Strategy for technical execution, scheduling, constructability, and value engineering

Proposers shall also provide:

- A clear description of all fees required during the Scoping Period, either lump sum or itemized
- Any assumptions regarding labor, staffing levels, subcontractor involvement, or required meetings
- Approach to invoicing and pay applications including: types of cost data and backup documentation that will accompany each invoice; frequency and format of cost reporting; etc.

4. Proposed Schedule

- Provide a proposed milestone schedule for the Project, including anticipated durations for:
 - Scoping Period
 - GNEP development
 - Financing (if required)
 - Construction commencement and construction duration

Dates will be finalized by the City after selection; proposers shall provide example schedules based on their experience.

5. Financing Capability (If Required)

- Description of the team's ability to provide financing under IC 5-23
- Copies of executed Indiana BOT financing structure documents utilized on previously executed projects?
- Description of private financing partners, lenders, or capital sources

6. Budget Control & Risk Management Approach

Proposers shall describe their:

- Scoping fee, if any.
- Cost control systems
- Risk identification and mitigation processes
- Change Order management
- Subcontracting plan
- Contingency management
- Strategies for achieving long-term durability and low maintenance requirements
- Bonding approach in compliance with IC 5-23

7. Additional Items

Proposers are encouraged to provide any further information that may assist the City in fully understanding the qualifications, capabilities, and unique strengths of their team. This may include descriptions of innovative methods or technologies the Proposer plans to utilize that have not been covered elsewhere in the proposal, any specialized expertise or strategic partnerships that add value to the Project, notable awards or industry recognitions received, or relevant case studies that demonstrate successful project outcomes. While the submission of such additional information is optional, the City reserves the right to consider this material in the evaluation process at its sole discretion

V. EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

- Relevant experience with BOT delivery in Indiana, particularly involving financing
- Demonstrated capability to deliver early cost certainty and manage budget risk
- Quality of Scoping Period methodology and GNEP development process
- Team qualifications and technical approach
- Financial capacity and bonding capability
- Quality and clarity of proposed milestone schedule
- Overall responsiveness to the RFPQ

The City may elect to conduct interviews or request clarifications from one or more proposers.

VI. GENERAL CONDITIONS

- The City reserves the right to reject any or all Proposals.
- Proposers are prohibited from contacting elected officials or City staff except for the Point of Contact identified herein.
- Proposers may schedule individual meetings with the Point of Contact and representatives of the City Staff and Design Team.
- All Proposers will be afforded fair and equal treatment during the evaluation process.
- The City may enter into discussions to clarify proposals but is not obligated to do so.
- Proprietary information shall be clearly marked as such.
- Design services shall not be proposed under this RFPQ.
- A response to this RFPQ does not need to be accompanied by a certified check or other evidence of financial responsibility.

VII. SUBMISSION INSTRUCTIONS

Submittals shall consist of **one electronic PDF** transmitted via email and **six copies on flash drives**.

Point of Contact: Nicholas Dezelan, Wastewater Utility Manager

Email: nicholas.dezelan@greenfieldin.gov

Telephone: 317-477-4360

Address: 302 E. Davis Road, Greenfield, IN 46140

Submission Deadline: Noon- August 28, 2026

Subject Line: "Davis/Meridian Wastewater Collection System BOT RFPQ Response"

VIII. RESERVATIONS

The City of Greenfield reserves the right to:

- Modify or cancel this RFPQ at any time
 - Request additional information
 - Enter into a Scoping Agreement with the selected proposer
 - Select the proposer most advantageous to the City; lowest cost is not determinative
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End of Document

Attachment A: Scope of services to be provided by American Structurepoint

“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
Sanitary 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.
2. ENGINEER shall attend pre-bid conferences, bid openings, prepare bid tab sheets and assist OWNER in evaluating bids, alternatives or proposals and in assembling and awarding contracts.
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 schedule, prepare exhibits, advertise and conduct public information meetings. ENGINEER shall prepare minutes or transcriptions, if required of the meetings. All citizen inquiries regarding the project will be addressed in writing by ENGINEER. A copy of citizen correspondence shall be forwarded to OWNER.
5. ENGINEER shall coordinate with utilities.
6. ENGINEER agrees that if subsequent relocation(s) by the utilities after the above notification is necessary and is caused by the negligent act or delay of ENGINEER, ENGINEER shall be responsible for reimbursing or compensating the affected utilities for any expense they incurred in relocating a subsequent time or times.

7. 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. The meeting shall be scheduled to occur within two (2) weeks of the 50% submittal. ENGINEER shall prepare meeting minutes and a summary report within five (5) business days. The invitees and size of the value engineering meeting will be determined by City staff based upon the size and complexity of the project.

DESIGN RELATED SERVICES:

Survey:

1. Location Control Route Survey
 - A. Preparation of a Location Control Route in accordance with I.C. 25-21.5; 865 I.A.C. 1-12-20 thru 25.
 - B. The signed and sealed location control route survey plat including a written surveyor's report will be recorded in the Office of the Recorder of Hancock County, Indiana.

Project Coordination and Design Meetings

1. Coordinate with other City or contracted resources for the completion of projects, such as surveying, geotechnical, or other specialized firms.
2. Provide review of City Utility projects to identify and report potential conflicts or other concerns for City facilities. Prepare conclusions and recommendations for resolution of potential conflicts and problems.
3. Attend kickoff meeting with City followed by site visit.
4. Attend two (2) review meetings to be held remotely (zoom or other).
5. Keep the minutes of the Progress Review Meetings and distribute these minutes within seven (7) days of the Review Meeting.

Preliminary Engineering Report

ENGINEER will prepare a Preliminary Engineering Report (PER) for applying for State Revolving Fund (SRF) application related to the Design/Construction of the Davis Road Sanitary Sewer Interceptor and related pump stations.

1. Work associated with the PER includes, but is not limited to:
 - Attend pre-planning meeting with SRF
 - Evaluate design alternatives
 - Evaluate environmental impacts
 - Evaluate current and future situations
 - Present worth cost analysis
 - Prepare GPR (Green infrastructure) business case
 - Conduct public hearing

- Prepare fiscal sustainability plan
- Prepare/submit SRF application

Design

A new 8"-30" sanitary sewer will be extended along Davis Road (CR 110 S), from the proposed Davis Road Regional Lift Station, east to S. Meridian Road, then north approximately 14,900 feet to intercept flows from two (2) existing pump stations. The two (2) lift station north of US 40 (Meridian Springs & Liberty Shores) will be abandoned and the flows from those stations will be intercepted by the new sanitary sewer. Two (2) new lift stations will be constructed to except flows from the existing sanitary sewer north of US 40 and the proposed developments along Meridian and Davis Road. The stations will be sized to accept future flows from adjacent development.

1. 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
 - 60% Drawings and Engineers Estimate
 - 90% Drawings, Technical Specs, Engineers Estimate, Field Check with OWNER
 - Final Drawings, Contract Documents, Engineers Estimate
 - Addendum 1 after Pre-Bid Meeting
2. 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.
3. 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.
4. Prepare required acquisition and/or easement plats and legal descriptions for up to seventeen (17) easement needs, including those for platted parcels. Document overall right-of-way requirements.
5. Furnish to the OWNER completed permit applications (including supporting documentation) ready for signatures and submittal to governing agencies. Assist the OWNER, as requested, in requesting regulatory and agency reviews and approvals for the project, including attending meetings with reviewing agencies. The following permits will or likely be required:
 - IDEM Construction permit for lift station and sanitary sewer construction
 - USACE Wetland Delineation

- Rule 5 and Erosion Control

6. ENGINEER shall deliver to the representative of OWNER the following items that shall become the property of OWNER:
 - a. Two (2) flash drives containing as-built electronic plans in Adobe Acrobat (PDF) format. Field revisions to the as-bid construction drawings will be provided by construction staff via the OWNER in order for the ENGINEER to create an as-built set of drawings in accordance with the current "Digital Data Submission Standards." The compiled PDF as-built plan set shall note in revision clouds any and all field adjustments to the as-bid plans. A scan containing hand written notes on the as-bid plan set is not acceptable. 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. The attribute table files shall be in dBase (.dbf) or Excel (.xls) file format, and shall be included on the same media as the design drawing files. OWNER will provide, upon request, the existing GIS map data of the project area, and all associated files, to aid in the preparation of the site drawing. ENGINEER shall deliver to OWNER two (2) flash drives of all electronic format submittals.
 - c. Up to five (5) printed sets of bid plans and five (5) final contract books
 - d. Bid tab sheets in Excel format
 - e. Set of design calculations used to prepare the Itemized Proposal and ENGINEER's Estimate
7. ENGINEER shall prepare Addenda as appropriate to clarify, correct, or change the bidding documents.

Geotechnical Services

1. ENGINEER shall perform all associated coordination and work to obtain a geotechnical sub-consultant to perform soil borings and conduct geotechnical evaluation relative to pipe bedding, trench backfill, bedrock depth, subsurface conditions at tunneling or boring and jacking sites, dewatering and sheeting/shoring issues all in accordance with good Engineering practices. ENGINEER shall provide OWNER a boring areas plan indicating required soil borings along pipe alignment, lift station site, and any areas of special interest prior to performing any geotechnical work. All work and the proposed location plan shall be approved by the Program Manager prior to commencement. *Estimated 25 borings with total vertical footage of 400 VF.*
2. ENGINEER shall deliver complete geotechnical report of all soil boring data with preliminary plans for review. Soil boring data shall be included on plans and with contract bid documents.

Land Acquisition Services

1. Right -of-Way Engineering

ENGINEER shall prepare legal descriptions, route survey plats and/or right-of-way parcel plats, and other materials to be used in the acquisition of right-of-way in accordance with 865 IAC 1-12.

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.

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.

Each land plat and each sheet of legal description 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.

Right-of-Way Staking – ENGINEER will provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

Title Research Services – A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property. A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information. When requested, the ENGINEER shall provide title work from the date of the original Title and Encumbrance Report to the present date.

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 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.

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. 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.

Per Indiana Code 36-1-10.5, two appraisals will be required for parcels with compensation greater than \$25,000.

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 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 completing the appraisal prior to being submitted to ENGINEER.

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.

4. 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.

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.

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 OWNER.

Bidding Phase The bidding phase services shall include the following:

1. Attend Pre-bid Meeting.
2. ENGINEER shall prepare and assist OWNER with issue of the addenda, as needed to interpret, clarify or expand bidding documents.
3. Conformed Contract Documents: The ENGINEER will prepare a complete set of Contract Documents (drawings and specifications) incorporating revisions from all issued addenda after execution of the Owner-Contractor Agreement (Construction Contract). These "Conformed to Contract" (CTC) set of Contract Documents will contain revisions that incorporate specific changes made by addenda and accepted bid proposal. Submit one (1) electronic version of CTC project drawings in both PDF and DWG file format in the latest version and one (1) electronic copy of the CTC project specifications (Microsoft Word).

Construction Phase The construction phase services shall include the following:

1. ENGINEER shall attend pre-construction meeting.
2. ENGINEER shall process and review shop drawings and Requests for Information (RFIs) submitted by the Contractor (Assumed 4 RFIs). The review process for each shop drawing or RFI shall be completed within a two (2) week time period. Review Contractor submitted shop drawings (Assumed 50 shop drawings) for compliance with Contract Documents, as requested by Program Manager. Review shall be to assess if items covered by the submittals will, after installation or incorporation, conform to the Contract Documents and be compatible with the overall design intent. Review and approval will not extend to means, methods, techniques, sequences or procedures of, or to safety precautions, procedures, or programs incident thereto.

ENGINEER shall be available to answer questions as they pertain to the drawings and specifications throughout construction of the Project. ENGINEER shall also evaluate and determine the acceptability of substitute materials proposed by the Contractor.

3. ENGINEER shall be available for site visits during construction and shall assist OWNER in answering Contractor questions. Site visits shall be made only at the request of the OWNER and as ENGINEER's budget allows and shall be paid for using contingency funds.
4. ENGINEER shall be available via conference call for Construction Progress Meetings. Attending a construction progress meeting shall be only at the request of the City and shall be paid for using contingency funds.
5. ENGINEER shall not be responsible for the acts or omissions of the Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the work. ENGINEER shall not be responsible for the failure of the Contractor to

perform or furnish the work in accordance with the Contract Documents.

6. Record Documents. The ENGINEER shall prepare a final record drawing for the project based on information from the contractor and Resident Project Representative. ENGINEER shall submit one (1) electronic version of Record Project Drawings in both PDF and Autodesk file format.

Construction Inspection The construction inspection services shall include the following:

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the City concerning the schedule's acceptability.
2. Conferences: Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the City. The Professional shall be available for conferences as requested by the City to review working details of the project. The City may review and inspect the activities whenever desired during the life of the agreement.
3. Liaison: Serve as the City's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the City.
4. Cooperate: Cooperate with the City in dealing with various federal, state, and local agencies having jurisdiction over the project.
5. Obtain from the Contractor
 - a. A list of his proposed suppliers and subcontractors
 - b. Additional details or information when needed at the job site for proper execution of the work
6. Certification of Materials: Check for completeness of certifications of materials delivered to the site.
7. Shop Drawings
 - a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.

OPTIONAL ADDITIONAL SERVICES

Upon separate written authorization by OWNER and negotiated fees, ENGINEER can provide the following additional services:

Contingency Tasks (but not specifically limited to):

Contingency items are authorized by the Program Manager and shall have prior approval of fees prior to commencement.

- Permit application fees or permit fees
- Studies: Phase I or Phase II Environmental Site Assessment, including sampling for asbestos-containing materials or lead-based paint
- Coordinate and perform utility locates (SUE)
- 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
- 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
- Additional 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