

September 15, 2017

TO: Town of Yorktown Council and Redevelopment Commission
FROM: Tim Jensen, Veridus Group
RE: Downtown Redevelopment Design Fees

Per our contract we have continued to work with Town staff to secure proposals from design firms for the further analysis and design of the downtown redevelopment area. This memo is intended to serve as a summary of the proposals received and the options available to the Town. For the sake of time and expediency, the Town asked that we engage two trusted consultants for this work. They are as follows:

Context Design – Context did the work with the Town on the redevelopment plan. Over the last 15 years, they have completed more than 1100 projects with many similar to this project. They are highly qualified and known to be on the lower end of cost structure in the market.

Butler, Fairman & Seufert – BFS is currently under contract with the Town for many engineering-related projects. They are a trusted consultant to the Town and this work is a natural extension of the work they are already performing.

Using these trusted consultants and not pursuing others through an RFP process will save approximately 45-60 days on the process. We asked these firms to work together to ensure there is no overlap in their scopes. As each company performs a different function, we believe the scopes have been coordinated as much as possible at this time. We specifically asked each consultant to provide a hard fee for the next steps, as well as the projected maximum fee for completing construction documents for the entire project.

Project Area

We asked the consultants to focus on the project area as outlined below. At this time, we are only focusing on the public projects within the project area as detailed on the next page.



Public Improvements

Based on the attached document, we asked the consultants to include fees for the following work areas (which can be broken into phases if necessary):

1. **Canal Street Improvements** – approximately 1,000’ of complete road reconstruction to an urban profile
2. **Public Park A** – this is the area north of Canal St. including the bridge, pedestrian walk ways, trails, parking, etc.
3. **Public Park B** – the area south of Canal St. shown as Central Green and Y and Vine Streets on the attached
4. **Plum Street Improvements** – approx. 350’ of complete road reconstruction to an urban profile
5. **Market Street Improvements** – approx. 350’ of complete road reconstruction to an urban profile

Next Steps

For the purposes of “next steps” we asked Context and BFS to provide pricing on a few different scope items before moving forward with full construction documents for the area. Specifically, we asked for the following:

Context Design

1. Detailed design study, cost refinement and construction planning
2. Economic development project test-fits for planning parcels with prospective users
3. Zoning overlay document to review and suggest zoning changes within the district
4. Project construction documents (maximum exposure to the Town)

Butler, Fairman & Seufert

1. Utility study – to document capacity of all utilities and infrastructure to plan for future development
2. Topographic and boundary survey of the project area
3. Project construction documents (maximum exposure to the Town)

With regard to the “Project Construction Documents”, we asked both Context and BFS to price the work to include the design of entire project area into one document set. This will save time and money over doing a phased approach with multiple document sets. We are recommending the Town bid all of the work at the same time to get better pricing and then phase in the actual construction work as the budget and projects allow.

Proposal Summary

We have attached the proposals from the consultant within this package detailing the following:

Context Design

- | | |
|----------------------------|--|
| 1. Detailed design study | \$ 75,000 (part of the overall document process) |
| 2. Econ. Dev. test fits | \$ 11,500 (hourly, not-to-exceed) |
| 3. Zoning overlay document | \$ 14,500 (hourly, not-to-exceed) |
| 4. Project CD’s | \$350,000 - \$375,000 |

Butler, Fairman & Seufert

- | | |
|------------------|-----------------------|
| 1. Utility study | \$ 64,000 |
| 2. Survey | \$ 50,000 - \$60,000 |
| 3. Project CD’s | \$400,000 - \$530,000 |

Total exposure for design fees on the project will range between \$965,000 and \$1,130,000. With good management and support, these numbers can be kept on the lower end of the range. In addition, this equates to roughly 9%-10% of the overall public project budget (~\$10,550,000). Typical fees for this type of project would range from 10-12%.

Schedule

Ideally, we would want this project bidding in February to be ready for spring/summer construction. Given the amount of work which needs to be accomplished before then, this will be difficult. The latest we would want to go to bid would be the end of February. If we work in reverse from that date, we would need to move the recommendations below immediately and work with Context and BFS to condense the schedules presented in their proposals. With regards to exposure to the Town, we believe the Town can expect to spend roughly \$225,000 on this process in 2017 with the balance in 2018. We will produce a more detailed schedule once negotiated with the consultants

Recommendation

Now that the total exposure for the project is understood and given the total design fees are at or below the fees typically expected for a project of this nature, we would recommend proceeding with the following contracts as the Town is able to do so:

Context Design

1. Detailed design study \$ 75,000
2. Econ. Dev. test fits \$ 11,500 (hourly, not-to-exceed)
 - *We believe we can keep this fee to less than \$10,000 by controlling hours*
3. Zoning overlay document \$ 14,500 (hourly, not-to-exceed)
 - *We believe we can keep this fee to less around \$12,000 by controlling hours*

Butler, Fairman & Seufert

1. Utility study \$ 64,000

Other

2. Survey (BFS Quote) \$ 50,000 - \$60,000
 - *We are seeking other quotes which we believe will be in the \$40-\$50 range which will result in additional savings.*

Attachments

We have attached the supporting documents and proposals from the consultants as follows:

Project Diagram

Context Design

1. Proposal - Detailed design study with total project projections
2. Proposal - Econ. Dev. test fits
3. Proposal - Zoning overlay document

Butler, Fairman & Seufert

1. Utility study contract
2. Proposal - Survey
3. Design Cost Summary

Morrow's Meadow

Note:
 This diagram is intended to provide cost estimates for a high level of quality construction and optimal features for public and private spaces. Budgets below these totals can still result in very successful spaces with creative design and prioritization of various elements. The divisions of area, or project limits as outlined over the redevelopment plan, are intended to help the Town piece together various conceptual scenarios as land acquisition, funding methods and sources, phasing plans, approved budgets, and design / bid packages are produced. 2016-12-14



LEGEND

PUBLIC	
	Town Hall Total: \$2,858,456
	Trailhead and Bridge Total: \$2,178,463
	Overlook Park Total: \$1,249,925
	Central Green Total: \$2,379,877
	Canal Street Type 1 Total: \$1,294,511
	Canal Street Type 2 Total: \$614,404
	Market Street Total: \$374,703
	Y Street Total: \$453,101
	Vine Street Total: \$444,455
	Smith Street Total: \$279,888
	Plum Street Total: \$433,180
	Parking Plaza Total: \$859,215
	Mixed Use 'A' Total: \$4,745,698
	Mixed Use 'B' Total: \$2,340,405
	Mixed Use 'C' Total: \$3,152,532
	Condo Total: \$2,499,413
	Signature Building Total: \$1,321,975
PRIVATE or PUBLIC / PRIVATE PARTNERSHIPS	

September 13, 2017

Mr. Peter L. Olson, Town Manager
Town of Yorktown
PO Box 518
Yorktown, IN 47396



RE: **Yorktown Downtown Plan**
Detailed Design Study, Cost Refinement, and Construction Planning

Dear Pete:

Based on our recent meetings and discussions with the Town of Yorktown and The Veridus Group, Context is pleased to present the following proposal for advanced planning and design services. We sincerely appreciate the opportunity to continue working with you, the Town Council, and Redevelopment Commission toward a vibrant, sustainable vision for downtown.

Context Design has been asked to scope detailed design study of the highlighted portion of the Downtown Plan shown in the inset image to the right. The goal is to tighten up the conceptual vision to be fully measurable and ready for comprehensive cost analysis, preliminary material selections, detailing strategies, and civic space design.



Project Approach and Understanding

We understand the following priorities and decisions to be essential to achieving the Town's goals for this Project:

- The Town is acting through various means to implement the previously adopted Downtown Redevelopment Plan (DRP) prepared by Context Design in December 2016. Veridus Group will continue to serve the Town in various capacities, including Owner's Representation, coordination with other design consultants, ongoing market studies and policy considerations, and the coordination of the Town's legal counsel and financial counsel as it relates to the execution of all actions items within the DRP process.
- The Town seeks to solidify the DRP with design refinements and cost estimates to validate overall project budgets, phasing strategies, clarify funding strategies, and inform potential development partnerships. Context's initial scope shall include Detailed Design for the DRP area shall include graphic plans, cost estimating, and phasing strategy concepts that build upon the original DRP documentation.
- Context Design and Butler, Fairman and Seufert (BF&S) have been asked to collaborate on land planning and infrastructure planning necessary to expedite quality development projects. Work by both firms will be executed on a parallel track.
- The Town understands that potential catalyst development project(s) will be identified as this phase of design study unfolds. Context and BF&S will be expected to adapt our Scope of Services accordingly as more information presents itself.

Assumptions

We have made the following assumptions regarding our work on this project:

- Context and BF&S have collaborated during the development of this Scope of Work. Both firms are committed to ongoing planning and design coordination to achieve the Project Understanding and goals described above.
 - ▶ Key interaction of the consultants is anticipated to include: the proposed Bridge over Buck Creek, pedestrian streetscapes, streetscape infrastructure and storm detention planning, and the development of civic green spaces. Other priorities may present themselves during Detailed Design.
 - ▶ Key components of the Downtown Plan included within the Detailed Design effort of this proposal include: the Central Civic Greenspace, Streetscapes, Overlook Park, Trailhead and Bridge within the highlighted portion of the DRP (shown on Page 1 inset plan, and outlined below in Scope of Services).

- o Survey and Geotechnical study shall be provided by others on an as-needed basis.
- o A Formal Parking study has not been completed as of the date of this proposal, nor is it anticipated within this Scope of Work.

Scope of Services

Per conversations with Veridus Group to refine this proposal, Context has been directed to include the following scope at this time.

1. Canal Street Improvements
2. Public Park A Improvements, essentially north of Canal including the bridge, pedestrian walkways, parking areas, etc.
3. Public Park B Improvements, essentially south of Canal including the public green space, angled parking on either side along Vine Street, and the New Street (to be named)
4. Plum Street Improvements
5. Market Street Improvements

Additional study may be required in other target areas at a later date, such as the potential Town Hall site, Signature Park-front Building, Parking Plaza, and Mixed-Use/Residential/Infill integration. Changes in scope will be addressed via future contracts and/or amendments.

DETAILED DESIGN

- a) Visit with Town staff and stakeholders to determine program refinements, funding methodologies, and budgets.
- b) Generate working CAD file backgrounds and coordinate with the Design Team.
- c) Prepare preliminary Working Drawings outlining all landscape architectural scope.
- d) Initiate preliminary regulatory coordination with permitting agencies.
- e) Advance preliminary furnishings, materials, amenities, and other landscape architectural finishes for Client approval.
- f) Study phasing and sequencing strategies.
- g) Prepare 50% Design Plans and preliminary project take-offs to inform a market cost validation.
- h) Present progress drawings and budgetary updates to the Town and Redevelopment Commission.

CONSTRUCTION DOCUMENTS

- a) Incorporate contractor and Client suggestions, clarify scope questions, and include any value-engineering comments.
- b) Generate Enlarged Site Plans and Details as necessary to articulate site elements in elevation and section.
- c) Produce detailed written Front-End specifications, Bid Form(s), and other related documentation for review by Town Engineer and Town Attorney.
- d) Produce detailed written Technical Specifications, in booklet-type format, for all site-civil scope.
- e) Refine 75% Design Plans and update project take-offs to inform the market cost validation.
- f) Incorporate contractor and Client suggestions, clarify scope questions, and include any value-engineering comments.
- g) Print 100% Check-Set Bid Documents and conduct a page-tum with the Client and relevant Town departments.
- h) Conduct an internal quality control review and pick up final tweaks.
- i) Publish 100% Bid Documents for distribution to local printing company for issuance to contracting community.
- j) Complete working drawings and specifications for the construction scope shall include the following:
 - Title sheet
 - Existing conditions plan
 - Site demolition plans for landscape architectural scope
 - Site layout plans for landscape architectural scope
 - Landscape development plan
 - Irrigation development plan
 - Site furnishings and amenities plan
 - Construction details necessary to construct above items
 - Written specifications necessary to construct above items
 - Drawing Responsibilities by-others
 - o Drainage computations & summary report
 - o Existing conditions / survey plan
 - o Maintenance of traffic plans
 - o Dimensioned site key plans
 - o Grading and drainage plans
 - o Utility plans
 - o Electrical design plans
 - o Traffic signal and intersection plans
 - o Erosion and sediment control plan
 - o Stormwater pollution prevention plan
- k) Research and develop an availability list of selected plant materials.
- l) Attend Client review and jurisdictional meetings.

September 11, 2017

Mr. Peter L. Olson, Town Manager
Town of Yorktown
PO Box 518
Yorktown, IN 47396



RE: **Yorktown Downtown Plan**
Concept Refinement & Economic Development "Test-Fits"

Dear Pete:

Based on our recent meetings and discussions with the Town of Yorktown and The Veridus Group, Context Design has been asked to assist with concept refinements as Economic Development opportunities present themselves in the Downtown District. We appreciate the opportunity to continue working with you, the Town Council, and Redevelopment Commission toward a vibrant, sustainable vision for downtown.

Project Understanding

We understand the following priorities and decisions to be essential to achieving the Town's goals for this Project:

- o The Town is acting through various means to implement the previously adopted Downtown Redevelopment Plan (DRP) prepared by Context Design in December 2016. Veridus Group will continue to serve as the Town's agent, including oversight of this effort.
- o Context will study options for building placement, vehicular and pedestrian circulation options, material vocabulary, appropriate relationships to property lines, and building massing. This will test compatibility of design character, vocabulary, scale, and massing within the evolving DRP.

Scope of Services

Context anticipates the following design services.

1. Conceptual Diagrams & Site Plans.
2. 2D & 3D Graphics to communicate and illustrate design intent.
3. Adjustments, as needed, to original Phasing Strategies & Concepts.

Deliverables shall follow formats established during the Downtown Redevelopment Plan process. Context will limit printing and plotting in favor of digital delivery formats.

Terms of Agreement

Professional Fees for the services outlined above shall be provided on an Hourly Not-to-Exceed fee basis of \$11,500. Reimbursable expenses shall be invoiced in addition to professional fees as described within the attached Standard Terms & Conditions. Payment in full will be due upon completion of the work, or upon receipt of a monthly invoice for work to date.

We look forward to collaborating with you on this and future projects!

Respectfully,

A handwritten signature in black ink that reads "Alyssa P. Prazeau".

CONTEXT, LLC
Alyssa P. Prazeau, ASLA
Managing Partner

Authorized Representative
Town of Yorktown

date

September 11, 2017

Mr. Peter L. Olson, Town Manager
Town of Yorktown
PO Box 518
Yorktown, IN 47396



RE: **Yorktown Downtown Plan**
Zoning Overlay District Recommendations

Dear Pete:

Based on our recent meetings and discussions with the Town of Yorktown and The Veridus Group, Context Design has been asked to provide recommendations for a Zoning Overlay District within the Downtown core. We appreciate the opportunity to continue working with you, the Town Council, and Redevelopment Commission toward a vibrant, sustainable vision for downtown.

Project Understanding

We understand the following priorities and decisions to be essential to achieving the Town's goals for this Project:

- o The Town is acting through various means to implement the previously adopted Downtown Redevelopment Plan (DRP) prepared by Context Design in December 2016. Veridus Group will continue to serve as the Town's agent, including oversight of this effort.
- o Context will provide recommendations to the Town, in both written and graphic form, to support a Zoning Overlay District for Downtown. This will identify design character, vocabulary, scale, and massing required of developers seeking to execute projects in the District.
- o Context anticipates that our Zoning Overlay recommendations will clarify, expand, and strategically restrict/relax existing zoning standards. The goal is to promote development that is highly compatible with the DRP goals and broader economic development priorities. These recommendations will not replace underlying zoning law, rather support the DRP vision within the target District.

Scope of Services

Context anticipates the following design services. Narratives and Graphics shall illustrate intent for:

- a. Architectural character guides
- b. Building massing and relationships – primary, secondary, and accessory
- c. Basic building square footage targets, heights, and relative setbacks
- d. Residential and Commercial unit location and relationship guides
- e. Parking Strategies (not a formal parking study)
- f. Relationships and Spatial Standards for roadways, sidewalks, alleys, seating/gathering areas, and public or private green spaces
- g. Pavement materials
- h. Streetscape and Green Space furnishings and fixtures
- i. Landscape (and Water Management)
- j. Signage – types, scale, placement parameters

Deliverables shall include 11x17 and 8.5x11 annotated diagrams, 11x17 exhibits, and 8.5x11 narratives and spreadsheets. Combinations of these formats shall be packaged for meetings, design coordination, and presentation. An 11x17 format will be established as to facilitate the development of further detailed design guidelines. Context will limit printing and plotting in favor of digital delivery formats.

Terms of Agreement

Professional Fees for the services outlined above shall be provided on an Hourly Not-to-Exceed fee basis of \$14,500. Reimbursable expenses shall be invoiced in addition to professional fees as described within the attached Standard Terms & Conditions. Payment in full will be due upon completion of the work, or upon receipt of a monthly invoice for work to date.

We look forward to collaborating with you on this and future projects!

Respectfully,

A handwritten signature in black ink that reads "Alyssa P. Prazeau".

CONTEXT, LLC
Alyssa P. Prazeau, ASLA
Managing Partner

Authorized Representative
Town of Yorktown

date

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the _____ day of _____
in the year 2017, by and between

TOWN OF YORKTOWN
Town Council
9800 W. Smith Street
Yorktown, Indiana 47396

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

Yorktown Downtown Redevelopment Infrastructure Assessment

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. Work Office

The **ENGINEER** shall perform the work under this Agreement at the following office:

8450 Westfield Boulevard, Suite 300, Indianapolis, IN 46240

2. Employment

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. Subletting and Assignment

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis.

The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its sub-consultants, who perform work under this Contract, to certify to the **ENGINEER** that the sub-consultants do not knowingly employ or contract with an unauthorized alien and that the sub-consultants have enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 2017.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

OWNER:
TOWN OF YORKTOWN
TOWN COUNCIL

John W. Brand, President

Rich Lee, President

Robert Ratchford, Vice President

Michael Burke

Bryan Smith

Rick Glaub

Daniel Flanagan

Lon Fox

APPENDIX “A”

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

The Yorktown Redevelopment Plan was completed and accepted by the Redevelopment Commission on November 16th, 2016. The core redevelopment study area encompasses a downtown area bordered by S.R. 32, Plum Street, Buck Creek, and Market Street. Additionally, the Morrow’s Meadow area was included for potential recreational improvements.

The Town has elected to move forward with the next step of this plan by developing a detailed scope and cost of improvements required to implement the plan. The assessment will address streets, storm sewer, sanitary sewer, water, private utilities, park development, and a bridge over Buck Creek.

B. SCOPE OF WORK

The scope of this agreement addresses the infrastructure component of the project. Detailed work elements are outlined below. Utility assessment will extend beyond the core redevelopment area to ensure that contributing areas, are considered in the analysis. The utility study area will be bounded by High Street, West Street, Morrow’s Meadow, and Broadway Street.

1. The **ENGINEER** shall prepare an inventory of storm sewer assets to include manholes, pipes, inlets, and outfalls. Evaluate the existing storm sewer system as it relates to location, capacity and condition. Coordinate with appropriate regulating agencies to determine acceptable methodologies and technical design requirements for potential development within the project area. Develop a prospective storm sewer master plan to accommodate the potential development. Develop project development cost estimates for the recommended improvements.
2. The **ENGINEER** shall prepare an inventory of sanitary sewer assets to include manholes and pipes. Evaluate the existing sanitary sewer system as it relates to capacity and condition. Develop a prospective sanitary sewer master plan to accommodate the potential development as it relates to location, capacity, and condition. Evaluate potential impacts of additional discharge to the Waste Water Treatment Plant. Develop project development cost estimates for the recommended improvements.
3. The **ENGINEER** shall prepare an inventory of drinking water assets to include distribution piping, valving, and fire hydrants. Evaluate the existing drinking water system as it relates to location, capacity, and condition. Evaluate possible environmental affects development may have on existing Well No. 1 and Well No. 2 which are in close proximity to the east end of the project area. Develop a prospective drinking water master plan to accommodate the potential development. Develop project development cost estimates for the recommended improvements.

4. The **ENGINEER** shall prepare an inventory of how utilities are serviced, location and size of private utilities within the study area. Document overhead and underground utility locations and the locations of private utility easements. Determine the feasibility and costs to reduce or eliminate overhead facilities within the redevelopment area.
5. The **ENGINEER** shall determine the basic design elements and project development costs of the transportation network improvements within the redevelopment area, using the road sections depicted in the redevelopment plan.
6. The **ENGINEER** shall develop up to three concepts for a pedestrian bridge crossing Buck Creek to connect the downtown development area to Morrow's Meadow. Concepts will include feasibility analysis, renderings, and project development and construction costs.
7. The **ENGINEER** shall perform a red flag analysis of the redevelopment area to identify potential environmental concerns.
8. The **ENGINEER** shall perform a water permit determination to address work within the vicinity of Buck Creek.
9. The **ENGINEER** shall coordinate all assessment with Context Design, who will be performing the assessment of the park development and pedestrian system, and providing input of the character of the redevelopment as a whole.
10. The **ENGINEER** shall coordinate with the Town and Veridus (serving as program manager) to incorporate changes as needed to accommodate the specific needs of real development leads in the study area.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

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

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

APPENDIX “C”

SCHEDULE

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

Draft Assessment Report: 90 days after Notice to Proceed

Final Assessment Report: 30 days after receipt of Draft Assessment Report comments

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$64,400, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Storm Sewer Assessment	\$ 9,000
Detention Assessment (if needed)	\$ 3,000
Sanitary Sewer Assessment	\$ 10,500
Drinking Water System Assessment	\$ 6,800
Private Utility Assessment	\$ 7,700
Roadway Assessment	\$ 9,200
Bridge Assessment	\$ 12,000
Red Flag Analysis and Water Permit Determination	\$ 2,700
Project Coordination	<u>\$ 3,500</u>
Total:	\$ 64,400

B. Additional Services

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

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

C. Method of Payment

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

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
E-V Engineer V (Principal)	\$ 205.00
E-IV Engineer IV	\$ 185.00
E-III Engineer III	\$ 156.00
E-II Engineer II	\$ 119.00
E-I Engineer I	\$ 83.00
FP-IV Field Personnel IV (Project Coordinator)	\$ 163.00
FP-III Field Personnel III	\$ 134.00
FP-II Field Personnel II	\$ 102.00
FP-I Field Personnel I	\$ 84.00
EA-III Engineer's Assistant III	\$ 162.00
EA-II Engineer's Assistant II	\$ 124.00
EA-I Engineer's Assistant I	\$ 94.00
SP-I Support Personnel I	\$ 66.00
C-II Clerical II	\$ 102.00
C-I Clerical I	\$ 66.00
P-III Planner/Environmental Specialist III	\$ 177.00
P-II Planner/Environmental Specialist II	\$ 109.00
P-I Planner/Environmental Specialist I	\$ 84.00

The billing rates are effective January 2017 and may be adjusted annually (beginning January 2018) to reflect changes in the compensation payable to the **ENGINEER**.

CONSULTANT PROPOSAL

Boundary Survey - public owned property only (streets, alleys and park property)

Scope of Services

The **CONSULTANT** shall provide a boundary retracement survey in accordance with the procedures and standards as indicated in Title 865, Indiana Administrative Code, including, but not limited to the following (Exhibit attached for clarification):

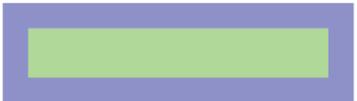
1. Establish boundary of the Park property tract north of White River
2. Establish Rights-of-Way of Streets and Alleys adjacent to the project area
 - a. Northern line of Canal Street fronting development area
 - b. Southern line of Canal Street from Eastern line of Plum Street to Western line of Walnut Street
 - c. Northern line of Alley between Canal Street and SR 32 from the Western line of the alley between Vine Street and Market Street to the Western line of Walnut Street.
 - d. Northern line of SR 32 from the Eastern line of Plum Street to the Western line of the alley between Vine Street and Market Street
 - e. Eastern line of Plum Street from the Southern line of Canal Street to the Northern line of SR 32
 - f. Western line of the alley between Vine Street and Market Street from the Northern line of SR 32 to the Northern line of Alley between Canal Street and SR 32
 - g. Western line of Walnut Street from the Southern line of Canal Street to the Northern line of Alley between Canal Street and SR 32
3. Locate and report on evidence of possession along property lines
4. Monument the major corners of the overall perimeter, interior boundaries will not be established
5. Prepare a plat of survey

Fee

1.	Park Area Only	Lump Sum	\$ 23,530.00
2.	Rights-of-way	Lump Sum	\$ 14,820.00



Public Owned Property Only
(Streets, alleys, and Park Property)

-  Rights-of-Way to establish
-  Park Boundary to establish

CONSULTANT PROPOSAL

Boundary Survey -All Property

Scope of Services

The **CONSULTANT** shall provide a boundary retracement survey in accordance with the procedures and standards as indicated in Title 865, Indiana Administrative Code, including, but not limited to the following (Exhibit attached for clarification):

1. Establish boundary of the Park property tract north of White River
2. Establish Rights-of-Way of Streets and Alleys adjacent to the project area
 - a. Southern line of Canal Street
 - b. Northern line of Alley between Canal Street and SR 32 from the Western line of the alley between Vine Street and Market Street to the Western line of Walnut Street.
 - c. Northern line of SR 32 from the Eastern line of Plum Street to the Western line of the alley between Vine Street and Market Street
 - d. Eastern line of Plum Street from the Southern line of Canal Street to the Northern line of SR 32
 - e. Western line of the alley between Vine Street and Market Street from the Northern line of SR 32 to the Northern line of Alley between Canal Street and SR 32
 - f. Western line of Walnut Street from the Southern line of Canal Street to the Northern line of Alley between Canal Street and SR 32
3. Establish the Eastern line of the Yorktown Redevelopment Commission tract, north of Canal Street
4. Establish the Western line of the Martin Tract, north of Canal Street
5. Locate and report on evidence of possession along property lines
6. Monument the major corners of the overall perimeter, interior boundaries will not be established
7. Prepare a plat of survey

Fee

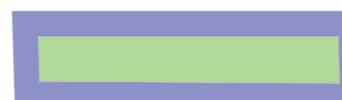
- | | | | |
|----|---|----------|--------------|
| 1. | Park Area Only | Lump Sum | \$ 23,530.00 |
| 2. | Entirety of Development Area South of White River | Lump Sum | \$ 19,970.00 |

Yorktown Redevelopment Commission Tract

Martin Tract



All Property

-  Downtown Area to establish
-  Park Boundary to establish

YORKTOWN DOWNTOWN REDEVELOPMENT

DESIGN COST SUMMARY

14-Sep-17

	Project Length	Design Fee Range	
		Lower	Upper
Canal Street Improvements	985'	\$ 55,000	\$ 75,000
Plum Street Improvements	350'	\$ 35,000	\$ 55,000
Market Street Improvements	350'	\$ 35,000	\$ 55,000
Public Park A Improvements		\$ 120,000	\$ 150,000
Public Park B Improvements*		\$ 55,000	\$ 75,000
Buck Creek Pedestrian Bridge	120'		
Prefabricated		\$ 20,000	\$ 25,000
Specialty		\$ 65,000	\$ 80,000
Signature		\$ 150,000	\$ 175,000
Aerial Utility Burial - Conduit Design & Coordination with Utilities		\$ 30,000	\$ 40,000

* Includes design of both bordering streets

SURVEY COST SUMMARY

	Fee Estimate
Topographical Survey of Entire Study Area	\$ 44,750
Topographical Survey of Town of Yorktown Property Including Streets and Alleys**	\$ 29,500
Boundary Survey of Park Area Only	\$ 23,530
Boundary Survey of Rights-of-Way	\$ 14,820
Boundary Survey of Area between Canal Street and the Creek	\$ 19,970

** Only applicable if the full area survey is not used.