



FLATLAND RESOURCES, LLC
PO Box 1293 - MUNCIE, INDIANA 47308
P: 765.284.2328 - F: 765.284.2353

CONTRACT FOR DESIGN & ENGINEERING SERVICES
River Road & Tiger Drive Trails: Yorktown, Indiana

2/1/2024

Client:

Town of Yorktown
9312 W. Smith Street
Yorktown, IN 47396

Project:

River Road and Tiger Drive Trail Development

Agents:

Chase Bruton, Town Manager, Town of Yorktown

Project Location and Limits:

Delaware County, Mount Pleasant Township, River Road between Nebo and Woodland Trails Blvd, and Tiger Drive between the administrative/visitor parking lot entrance and approximately 420 feet north of the White River crossing. See attached map for project locations.

Project background:

FlatLand Resources, LLC (FLR) has been working with the Town of Yorktown to secure a Next Level Trail Grant from the Indiana Department of Natural Resources, with a project award from the DNR being received in December 2023. The grant award is for the design, construction and inspection of a multi-use trail located generally following River Road and Tiger Drive as described above.

Project Description:

The project is located within the Town of Yorktown, Mount Pleasant Township of Delaware County. One leg of the project is proposed along River Road, tying into the existing trail that ends at the entrance for The Players club and runs west for approximately 2,900, ending at Woodland Trails Blvd and the existing River Road Trail. A no less than 8' wide HMA trail with earthen shoulders is proposed along the north side of the road. The second leg of the project is proposed along Tiger Drive, tying into the existing Tiger Drive Trail at the administration and visitor parking lot, running south for approximately 975 feet, tying into the trail built when the bridge over the White River was recently reconstructed. A no less than 8' wide HMA trail with earthen shoulders is proposed along the east side of the road. All work is currently proposed within the existing road right-of-way, except for two (2) properties along Tiger Drive. The trail is to be placed generally parallel to the street/roadway along the right-of-way line. The proposed profile will generally follow the existing ground elevation, except where ADA slopes prevail, to conform to the existing topography with minimized impact to the surrounding areas. The work will include signage and pavement markings, as well as ADA curb ramps. The trail design shall follow the 2012 AASHTO Bike Guide, INDOT Design Manuals and comply with ADA and PROWAG standards, unless an exception is granted by the Client.

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The work will include complete engineering design and construction bid documents for a single construction project. The registered professional engineer shall have responsible control over the design work, prepare the documents and have control and direction of the engineering work and design process for plans and documents to which his seal is applied. The professional engineer will be prequalified with the Indiana Department of Transportation per the guidance of Next Level Trail guidance.

Most of the trail project will be advertised, bid and constructed by an independent construction firm, but there are components of the project that will be constructed by Indiana Michigan Power and the Town of Yorktown as outlined in the preliminary construction budget attached. The Town efforts/forces will be used as in-kind match values against the Next Level Trail grant. It is intended that the project will be fully designed and ready for bidding by the end of December 2024, with a notice to proceed for construction as early as March 1st, 2024, subject to the completion of utility relocations along River Road.

The current project construction budget is approximately \$1,338,098. All existing driveways and public road approaches are intended to remain, however may not meet ADA standards. Design of the approaches may change the final construction cost. No roadway improvements, substantial drainage design (storm sewers) or traffic signal work is anticipated. Maintenance of traffic will be a basic typical plan sheet. Erosion control plans will not be provided on separate sheets but will be shown on the plan and profiles.

Project Team:

FlatLand Resources, LLC, Muncie, IN, Contact: David Heilman, PLA
IXOYE Civil Engineering, Inc, Bargersville, IN, Contact: Roy Carlsgaard, PE
Ashton, Inc Land Surveyor, Muncie, IN, Contact: Kathy Vannice
Terracon, Indianapolis, IN, Contact: Kellen Heavin, PE

Scope of Services:

FLR will provide the services of a team of qualified personnel as necessary to complete the project description and scope of services as follows:

1. Landowner Coordination
 - a. FLR will meet with the affected landowners throughout the project to ensure clear communication on design updates and its effects on their property.
2. Utility Coordination
 - a. Written notification with utilities of the project.
 - b. On-site meeting to discuss any utility conflicts.
 - c. Coordination with utilities for relocation of utilities, if required.
3. Limited Property Survey & Easement
 - a. Set two (2) vertical and horizontal control points along Tiger Drive as required for design and construction of the project.

- b. Preparation and recording of up to three (3) legal descriptions to be used for recreational easements on lands not in the public domain.
 - c. Site survey of existing conditions and CAD conversion to be used for design purposes.
4. Design Development and Construction Documentation
- a. Assess storm water function to design storm structures, or relocation of, if required.
 - b. Conceptual trail alignment.
 - c. Preparation of trail plan and profile.
 - d. Preparation of project standard details.
 - e. Preparation of maintenance of traffic plan.
 - f. Preparation of Rule 5 Erosion control details and permitting.
 - g. Preparation of signage and pavement marking plans.
 - h. Preparation of estimates of probable costs.
 - i. Preparation of bid documentation.
 - j. Advertisement of project.
 - k. Pre-bid meeting.
 - l. Bid opening, review, and bid tabulation.
 - m. Contractor award and contract execution coordination.
5. Construction Inspection
- a. Oversee day-to-day operations of contractor to assure that the project is being built to the construction documentation.
 - b. Review and approve pay applications of the contractor.
 - c. Review and submit for approval to the owner any change order items.
6. Project management
- a. Act as the point of contact of the project owner and the Town for the trail project.
 - b. Manage design team and coordinate all sub-consultant work.
 - c. Prepare interlocal agreements that may be necessary to complete the project.
 - d. Coordinate utility relocation efforts.
 - e. Process invoicing for the DNR.
 - f. Review contractor bonding and insurance to meet the contract requirements.
 - g. Coordinate issuance of the notice to proceed with the contractor.
 - h. Coordinate easements and be the point of contact with adjacent landowners regarding the development of the project.

Design development will include the project owner, Indiana Department of Natural Resources and Town of Yorktown reviews at 30%, 60% and 90% stages. Utility coordination will occur shortly after NTP is given. Erosion control permitting will occur between 80-90% design completion.



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Project Schedule of Services:

FLR understands the Client's desire to complete the scope of services outlined above in an expeditious manner such that construction may commence in the spring of 2025. FLR will complete the above work in accordance with the following estimated schedule:

- Topographic Field Survey – Within 60 days of Notice-to-Proceed (NTP)
- Property Surveys – Within 60 days of NTP
- Easements Legal Descriptions -- Within 180 days of NTP
- Preliminary Plans, 60% – Within 90 days of completion of Topographic Survey
- Field Check/Utility Meeting – Within 30 days of NTP
- Design Development – Concurrent with Preliminary Plans and Final Plans
- Final Check Prints – Within 90 days of Approval of Preliminary/Field Check Plans
- Final Tracings – Due, with complete submittal, within 30 days of Approval of Check Prints
- Bidding – Within 30 days of approval of Final Tracings

Schedule is exclusive of all Client review periods.

Fee:

FLR will provide a team of professionally qualified staff, including other specialty subconsultants to execute and implement the above listed tasks for an estimated fee of:

The project fee will be divided into the following components:

1. Site Survey & Two Recreational Easements

Six Thousand Six Hundred & Seventy - Five Dollars and 00/100
\$6,675.00

1a. Recreational Easement for Player's Club*

Three Thousand Eight Hundred & Fifty Dollars and 00/100
\$3,850.00

**It is not anticipated that this easement will be required to build the trail, but if through conversations with the Player's Club and the Town of Yorktown it becomes necessary to have this agreement in place, this component can be given a NTP from the Project Owner. This cost covers the writing of the easement and up to 5 hours of work negotiating the agreement with the landowner.*

2. Design Development to Construction Documents

One Hundred and Nineteen Thousand, Nine Hundred & Sixty Dollars and 00/100
\$119,658.00



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3. Construction Inspection

One Hundred and Fourteen Thousand, One Hundred & Ninety Dollars and 00/100
\$114,190.00

(A final supplemental agreement will be created to adjust inspection upon construction contract award at 11% of total construction cost.)

4. Project Management

Twenty-Five Thousand, Nine Hundred & Sixty Dollars and 00/100
\$25,960.00

Terms:

FLR will prepare and submit invoices on a monthly basis on or about the 15th of each month for services rendering between the 1st and the last day of the month of the previous month. Additional fee and/or reimbursements will be invoiced monthly after the expense. All invoicing will be net 30 days.

Additional Services

Additional services that are not included in the above project scope are available through the resources of FLR. It is not anticipated that these services will be required at this time. No other permits are anticipated as a part of the project. These added services would include, but are not limited to:

- Environmental Document Services
- Phase 1 or 2 Environmental Services
- INDOT Right-of-Way Acquisition Services

Supplemental agreements for additional services will be submitted for review upon your request.

Chase Bruton
Town Manager
Town of Yorktown

FlatLand Resources, LLC
Phil Tevis
Member/Owner

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Figure 1: Project Map





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STANDARD TERMS AND CONDITIONS

1. INVOICE AND PAYMENT PROCEDURES:

FlatLand (FLR) shall submit invoices, once a month, at a minimum, to the OWNER for Services accomplished during each calendar month. The OWNER, as OWNER or authorized agent for the OWNER hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The OWNER hereby acknowledges that unpaid invoices shall accrue interest at 10 percent per annum after they have been outstanding for over sixty (60) days. If an invoice remains unpaid ninety (90) days after the date of the invoice, FLR may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the OWNER's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred twenty (120) days after the date of the invoice, FLR may, upon giving seven (7) days written notice of its intent to do so, declare OWNER to be in breach of this Agreement and pursue its remedies for collection.

2. CONSTRUCTION SERVICES: If, under this Agreement, professional services are provided during the construction phase of the project, FLR shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall FLR be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will FLR have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless FLR and the Owner expressly agree otherwise in writing.

3. SUBSURFACE INVESTIGATION: FLR makes no representations concerning soil conditions unless specifically included in writing in this agreement, and FLR is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. AGENCY REVIEW: In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event, that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by OWNER as extra work.

5. SURVEY STAKING: In the event that any staking is destroyed by an act of God or parties other than FLR, the cost of re-staking shall be paid for by OWNER as extra work.

6. MISCELLANEOUS EXPENSES: The OWNER shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

7. CHANGE OF SCOPE: The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by FLR and OWNER. FLR will promptly notify OWNER of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of change in scope.

8. SAFETY: FLR specifically disclaims any authority or responsibility for general job site safety and safety of persons other than FLR employees.

9. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by OWNER for any purpose other than that for which such documents or deliverable were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by FLR for the specific purpose intended, shall be at OWNER's sole risk.

10. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by FLR is supplied for the general guidance of the OWNER only. Since FLR has no control over competitive bidding or market conditions, FLR cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to OWNER.

11. INSURANCE: FLR will maintain insurance coverage for Professional, Comprehensive General, Automobile and Employer's Liability in amounts mutually agreed upon by the parties. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include FLR as an additional insured on its policies relating to the Project. FLR coverages referenced above shall, in such case, be excess over Contractor's primary coverage.

12. INDEMNITY: To the fullest extent permitted by law, FLR shall indemnify and save harmless from and against loss, liability, and damages sustained by OWNER, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligence of FLR or its employees.

13. LIMITATIONS OF LIABILITY: No employee of FLR shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, FLR's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, FLR's negligence, error, omissions, liability, or breach of contract shall not exceed the total Amount of the Agreement.

14. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state of Indiana.

15. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding FLR's performance under this Agreement shall expire one year after Project Completion.

17. OWNERSHIP OF WORK: It is understood that that the data and documents produced for, or in conjunction with, this project are wholly owned by the OWNER and shall be available to the OWNER, in the requested format, digital or hardcopy, for a period of five years after completion of the contract.

18. TERMINATION OF AGREEMENT: Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement for convenience and without cause. Upon such termination, Owner shall pay to FLR all amounts owing to FLR under this Agreement, for all work performed up to the effective date of termination, plus any

