

# INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is entered into by and between the **Delaware County Board of Commissioners, as the Legislative Body of Delaware County, Indiana** (the “County”); the **Delaware County Redevelopment Commission, as the governing body of the Delaware County, Indiana Department of Redevelopment** (the “DCRC”); the **Yorktown Town Council, as the legislative body of the Town of Yorktown, Indiana** (the “Town”); and the **Yorktown Redevelopment Commission, as the governing body of the Town of Yorktown, Indiana Department of Redevelopment** (the “YRC”), on this, the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”).

## **WITNESSETH:**

*WHEREAS*, the Delaware County Board of Commissioners adopted Resolution No. 2021-029 on August 16, 2021 resolving to jointly undertake an economic development project with the Town of Yorktown, Indiana pursuant to Ind. Code § 36-7-25-1 *et seq.*; and

*WHEREAS*, the YRC adopted Resolution No. 2020-1 on March 12, 2020 amending its declaratory resolutions and expanding and consolidating its Yorktown Economic Development Area No. 1 and Yorktown Economic Development Area No. 2 into a single economic development area known as the 2020 Consolidated Economic Development Area, which said Area is now contiguous to the DCRC’s Nebo Road Economic Development Area; and

*WHEREAS*, pursuant to Resolution No. 2021-029, the County and the Town, through their respective departments of redevelopment, engaged in discussions to establish the terms and conditions of an interlocal agreement to jointly undertake an economic development project subject to the limitations stated in the Resolution; and

*WHEREAS*, the County and the Town have specifically found and determined that the economic development project described herein will serve or benefit the County’s and the Town’s applicable allocation areas; and

*WHEREAS*, the parties have determined that it is in the best interest of the Town and the County to jointly undertake the economic development project described herein according to the terms and conditions stated herein; and

*NOW, THEREFORE*, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

## **I. DURATION**

- (a) This Interlocal Agreement shall be in full force and effect upon execution by the parties and continue for a period of One (1) year from the Effective Date (the “Initial Term”).
- (b) This Agreement shall automatically renew following the initial one-year term for additional one-year terms (“Renewal Terms”) unless terminated by either party pursuant to Section IV, below.

## **II. PURPOSE AND FUNCTIONS**

- (a) The purpose of this Agreement is to jointly undertake the economic development project described in Exhibit A, attached hereto, with the Town pursuant to Ind. Code § 36-7-25-1 *et seq.* (the “Joint Project”) and allow the County to pledge property tax proceeds that would be allocated to the DCRC’s applicable allocation fund to the YRC for the purpose of carrying out the Joint Project.
- (b) The Joint Project shall be completed on property owned and/or maintained by the Town or YRC that is in, adjacent to, or serves or benefits the YRC’s allocation areas. The Joint Project shall be carried out according to the parameters described in Exhibit A, attached hereto.

## **III. FINANCING, STAFFING, AND MATERIALS**

- (a) To carry out the Joint Project, the County hereby pledges an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) from the DCRC’s applicable allocation fund(s) to the YRC, which amount shall be paid upon receipt of an appropriate invoice showing the amount due and an itemization or description of the services rendered in a form deemed acceptable by the DCRC.
- (b) The Town and YRC shall be solely responsible for providing any staff and materials necessary to carry out the Joint Project.

## **IV. TERMINATION**

- (a) Except as otherwise stated herein, any party to this Agreement may terminate this Agreement if the Joint Project has not commenced by, or before, June 1, 2022.

- (b) Notwithstanding subsection (a), above, any party may terminate this Agreement following the Initial Term by notifying the other parties of their intent to terminate at least Thirty (30) days prior to the expiration of the Initial Term.
- (c) Any party may terminate this Agreement following a Renewal Term by notifying the other parties of their intent to terminate at least Thirty (30) days prior to the expiration of the Renewal Term.

## **V. ADMINISTRATION**

- (a) The Town and YRC shall have exclusive control over the Joint Project and, notwithstanding anything in this Agreement, shall be solely liable for any other agreements or obligations entered into or incurred for the purposes of carrying out the Joint Project.
- (b) Notwithstanding subsection (a), above, the County and the DCRC shall have the right to be notified of any agreement(s) entered into or obligations incurred by the Town or YRC for the purposes of carrying out the Joint Project.

## **VI. MODIFICATIONS**

- (a) This Agreement may only be modified upon the express written approval of the modification by all parties to this Agreement.

## **VII. EXECUTION OF AGREEMENT**

- (a) Each party to this Agreement may bind itself with all other parties to this Agreement by signing a duplicate original of this Agreement and submitting such signed duplicate original to the other party.
- (b) It is understood that such execution shall not require that one original Agreement be signed by each party to this Agreement, but that there will be multiple duplicate originals signed by each party to this Agreement.
- (c) The purpose of this provision is to facilitate the signing of this Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each party by its authorized representative(s) at a duly called and properly noticed public meeting.

**VIII. NO PARTNERSHIP**

- (a) It is understood and agreed by the parties that nothing within this Agreement shall be construed as creating or constituting a partnership between the parties or any of their assignees.

**IX. APPROVAL**

- (a) This Agreement shall be approved by the Delaware County Board of Commissioners, the Yorktown Town Council, the Delaware County Redevelopment Commission, and the Yorktown Redevelopment Commission.
- (b) All approvals shall be made at a duly called and properly noticed public meeting of each of the parties' respective governing bodies and shall be evidenced by the adoption of substantially similar resolutions authorizing the respective party to enter into this Agreement.
- (c) Upon execution, this Agreement shall be recorded with the Delaware County Recorder and filed with both the Delaware County Auditor and Auditor of the State of Indiana as required by law.

*[SIGNATURE PAGES TO FOLLOW]*

*THIS AGREEMENT* is entered into and executed by the undersigned as of the Effective Date stated herein.

TOWN COUNCIL FOR THE  
TOWN OF YORKTOWN, INDIANA

\_\_\_\_\_  
RICH LEE, PRESIDENT

\_\_\_\_\_  
NANCI PERRY, MEMBER

\_\_\_\_\_  
DANIEL FLANAGAN, MEMBER

\_\_\_\_\_  
LON FOX, MEMBER

\_\_\_\_\_  
RICK GLAUB, MEMBER

\_\_\_\_\_  
ROBERT RATCHFORD, MEMBER

\_\_\_\_\_  
MARTA GUINN, MEMBER

ATTEST:

\_\_\_\_\_  
LANCE TURNER, CLERK-TREASURER  
TOWN OF YORKTOWN, INDIANA

*THIS AGREEMENT* is entered into and executed by the undersigned as of the Effective Date stated herein.

YORKTOWN REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
ROB KEISLING, PRESIDENT

\_\_\_\_\_  
TERESA BELT, MEMBER

\_\_\_\_\_  
JEFF TINGER, MEMBER

\_\_\_\_\_  
STEVE MOORE, MEMBER

\_\_\_\_\_  
HEATHER TAYLOR, MEMBER

ATTEST:

\_\_\_\_\_  
HEATHER TAYLOR, SECRETARY

*THIS AGREEMENT* is entered into and executed by the undersigned as of the Effective Date stated herein.

DELAWARE COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
JAMES KING, PRESIDENT

\_\_\_\_\_  
SHERRY RIGGIN, COMMISSIONER

\_\_\_\_\_  
SHANNON HENRY, COMMISSIONER

ATTEST:

\_\_\_\_\_  
STEVEN G. CRAYCRAFT, AUDITOR  
DELAWARE COUNTY, INDIANA

*THIS AGREEMENT* is entered into and executed by the undersigned as of the Effective Date stated herein.

DELAWARE COUNTY  
REDEVELOPMENT COMMISSION

\_\_\_\_\_  
JAMES KING, PRESIDENT

\_\_\_\_\_  
ANGIE MOYER, MEMBER

\_\_\_\_\_  
BRYCE CONYERS, MEMBER

\_\_\_\_\_  
EUGENE WHITEHEAD, MEMBER

\_\_\_\_\_  
KERRY WIGGERLY, MEMBER

*ATTEST:*

\_\_\_\_\_  
BRYCE CONYERS, SECRETARY

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*This instrument prepared by  
and please return original to:*

Brooke | Stevens, PC  
Joseph I. Rhettts  
112 East Gilbert Street  
Muncie, Indiana 47305

\_\_\_\_\_  
JOSEPH I. RHETTS #32733-24  
ATTORNEY AT LAW



# Exhibit A

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of date of latest required signature ("Effective Date") between Delaware County Redevelopment Commission ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: County Road 600 W between SR 32 and SR 67 ("Project").

Engineer's services under this Agreement are generally identified as follows: as described in Appendix A ("Services").

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Owner and Engineer further agree as follows:

### 1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: See Schedule in Appendix C. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

### 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment*

### A. See Appendix D

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

## 3.01 *Termination*

### A. The obligation to continue performance under this Agreement may be terminated:

#### 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

#### 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

***Attachments:***

Appendix A, Engineer's Scope of Services

Appendix B, Owner Responsibilities

Appendix C, Schedule

Appendix D, Compensation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Delaware County Redevelopment  
Commission

Engineer: American Structurepoint, Inc.

By: \_\_\_\_\_  
Print name: James King  
Title: President  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Benjamin W. Borcharding, PE  
Title: Vice President - Transportation  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Joe Rhetts  
Title: County Attorney  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

State of: Indiana

Address for Owner's receipt of notices:  
Delaware County Redevelopment Commission  
1208 White River Blvd, Suite 136  
Muncie, Indiana 47303

Address for Engineer's receipt of notices:  
Willis R. Conner  
9025 River Road, Suite 200  
Indianapolis, Indiana 46240

## Appendix “A”

### Services by Engineer

#### A. GENERAL

The Engineer shall provide engineering services to prepare an Engineering Assessment Report for improvements to CR 600 W between SR 32 and SR 67.

#### B. TOPOGRAPHIC SURVEY

1. The Engineer shall create a TIN and 1' contours ( $\pm 100'$ -150' width) from publically available LIDAR (2017)
2. The Engineer shall provide individual parcel/right-of-way lines per publicly available GIS.
3. The Engineer shall provide aerial imagery from publicly available or subscription based sources (March of 2021)

#### C. ENGINEERING ASSESSMENT

1. The Engineer will evaluate existing conditions along CR 600 W between SR 32 and SR 67 for the purposes of determining proposed improvements to enhance safety and mobility in the western part of the county. This will include:
  - a. Secure traffic data and turning movement counts along CR 600 W and at each of the following intersections from the Owner:
    - i. SR 32
    - ii. CR W 400 S
    - iii. CR W 500 S
    - iv. SR 67
  - b. Develop up to three schematic drawings of improvement alternatives along the roadway, including number of lanes, lane geometry, pedestrian and bicycle needs, drainage requirements, lighting, traffic signals, and right-of-way limits.
  - c. Develop up to three geometric alternatives (including a roundabout) at the CR 400 S “offset” intersection
  - d. Assess utility impacts in relation to proposed improvements
  - e. Collect information at the one railroad crossing within the project limits
  - f. Develop opinion of probable construction cost and preliminary project budget for each of the alternatives
  - g. One meeting with Owner and/or selected stakeholders to solicit input and develop consensus on proposed improvements and one meeting with Owner to review draft report.
  - h. Provide one draft report summarizing results of the study and preliminary recommendations, preliminary cost, and overall project budget (PE, R/W, CN)
  - i. Provide three copies and one electronic copy of the final report incorporating Owner’s review comments



**D. ENVIRONMENTAL SERVICES**

1. Conduct a preliminary red flag investigation to identify potential environmental impacts and permit requirements

**E. TRAFFIC DESIGN SERVICES**

1. Traffic Analysis
  - a. Engineer will use traffic count or MPO traffic model to determine and document an appropriate background traffic growth rate.
  - b. Engineer will include the following study scenarios: existing traffic/lane configurations, design year traffic – no build, and design year with proposed lane configurations.
  - c. Engineer will prepare a traffic forecast for the AM and PM peak hours at each of the study intersections in the design year.
  - d. Engineer will perform intersection traffic operations analysis at the study intersections using SYNCHRO software. Two analyses will be performed for each of the study scenarios, including the AM and PM peak hours. Engineer will recommend lane configurations at the study intersections.
  - e. Engineer shall conduct a Traffic Signal Warrant Analysis at the SR 32 and SR 67 intersections.
  - f. Engineer shall prepare a summary memorandum of traffic analysis results for inclusion in the engineering assessment report.

**F. ADDITIONAL SERVICES**

The following items may be added to the scope of services if requested by the Owner.

1. Full Topographic Survey beyond that noted in this contract
2. Road and Drainage Design Services and Plan Development
3. Bridge, Culvert, Small Structure, and Retaining Wall Analysis and Design Services
4. Preparation of NEPA Document and Environmental Services beyond that noted in this contract
5. Right-of-Way Engineering and Land Acquisition Services
6. Water Line and Sanitary Sewer Design and Plan Development
7. Streetscape and Landscaping Design and Plan Development
8. Traffic services other than those included in Item E.
9. Geotechnical Investigation
10. Subsurface Utility Engineering
11. Bid Phase and Construction Phase Services
12. Construction Inspection Services

## Appendix “B”

### **Information and Services to be furnished by Owner**

The Owner shall furnish Engineer with the following.

- A. Criteria for design and details for signs, signals, lighting, roundabouts, highway, structures, etc.
- B. Specifications and standard drawings applicable to the project
- C. All written views received by the Owner pertinent to the location and environmental studies
- D. Traffic data collection assignments and projections to design hour volumes
- E. Available data from the transportation planning process
- F. Plans of existing storm sewer systems within the project limits, if available
- G. Any stormwater analysis performed for systems existing in or around the project limits
- H. Utility plans available to the Owner covering utility facilities and underground conduits within or adjacent to the project limits
- I. Guarantee of access to enter upon public and private lands as required for the Engineer to perform services under this Agreement.
- J. All legal services as may be required for development of the project
- K. An Owner representative with decision-making authority for inquiries

## Appendix “C”

### **Schedule**

All services by the Engineer under this agreement shall be completed and delivered to the Owner for review and approval within the following approximate time periods, exclusive of Owner’s review time.

For the purpose of contract control, the services will be submitted by the Engineer to the Owner.

#### A. Engineering Assessment Report

1. Draft Engineering Assessment Report within 90 calendar days after Notice to Proceed from Owner.
2. Final Engineering Assessment Report within 45 calendar days after receiving Owner comments on Draft Engineering Assessment Report.

## Appendix "D"

**Compensation****A. Amount of Payment**

1. The Engineer shall be compensated for services to be performed under this Agreement a total fee not to exceed **\$67,460** unless approved in writing by the Owner.
2. The Engineer shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed **\$67,460** unless approved in writing by the Owner.
  - a. Preliminary Survey Information **\$2,840**
  - b. Engineering Assessment **\$35,000**
  - c. Environmental Services **\$4,920**
  - d. Traffic Services **\$24,700**
3. The Engineer shall not be paid for any service performed by the Owner or not required to develop this project.

**B. Method of Payment**

1. The Engineer may submit a maximum of one invoice voucher per calendar month for services covered under this Agreement. The invoice voucher shall be submitted to the Owner.  
  
The invoice voucher shall represent the value, to the Owner, of the partially completed services as of the date of the invoice voucher. The Engineer shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed, and prior payments.
2. The Owner, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the Engineer for rendering such services the fees established above in the following manner:
  - a. For completed services, and upon receipt of invoices from the Engineer and the approval thereof by the Owner, payments covering the services performed shall be due and payable to the Engineer.
  - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the Engineer.