



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

CONTRACT FOR PROFESSIONAL SERVICES

5/5/2023

Client:

Town of Yorktown
9312 West Smith Street
Yorktown, IN 47396

Project:

River Road & Tiger Drive Trail Feasibility Study

Agents:

Chase Bruton
Town Manager
Town of Yorktown

Project Location and Limits:

Delaware County, Mount Pleasant Twp, River Road, between Woodland Trails Blvd and Nebo Road, and Tiger Drive, between River Road and River Valley Road. The locations are further detailed in Attachment A.

Project Description:

The purpose of this study is to understand the feasibility of installing trails along River Rd and Tiger Dr to fill in gaps in the existing trail network in Yorktown. Filling in the gaps would constitute approximately 3,600 linear feet of trail. The project would be implemented in four phases: Phase I being a feasibility study, Phase II being a cost estimate stamped by an INDOT Pre-Qualified Professional Engineer, Phase III being a Next Level Trails grant application written and submitted to the DNR, and Phase IV being the design and construction oversight of the proposed trail extensions.

Scope of Services:

Phase I – Trail Feasibility Study

FLR will provide a team of professionally qualified personnel to complete the following tasks:

- 1) Base Mapping – FLR will pull together an inventory of on the ground data, and existing conditions to understand how the proposed trails would fit within their respective contexts.
- 2) Utility Coordination – FLR will call in locates and collect data of known existing utilities within the proposed trail extents and add it to the base mapping. This data is critical to understanding what conflicts could arise during construction or would severely constrain the successful installation of the trail.
- 3) ROW Study and Mapping – FLR will obtain currently available R.O.W. mapping and information to understand what constraints and potential issues could arise within the construction of the trial.

- 4) Route Analysis – Based on the inventory and analysis completed in Tasks 1 – 3, FLR will propose the best routing for the proposed trails. If multiple routes are feasible, FLR will map and create a pros and cons list for each alternative.
- 5) Cost Estimation for All Routing Options – FLR will create a preliminary cost estimate for any proposed routing options based upon the most recent and relevant unit costs available.
- 6) Final Report – Tasks 1 – 5 will be summarized and submitted to the Town of Yorktown for approval.

Phase II – Professional Engineer’s Estimate

FLR will provide a team of professionally qualified personnel to complete the following services:

- 1) Engineers Estimate – FLR will work with an INDOT Pre-Qualified Professional Engineer in the State of Indiana to develop a detailed cost estimate of the feasible trail routing. This estimate is a required piece for the Next Level Trails Program grant application.

Phase III – Write and Complete and Next Level Trails Application

FLR will provide a team of professionally qualified personnel to complete the following services:

- 1) FLR will compile and complete a competitive grant application for the Next Level Trails Program. While no date has been set for the opening of the next round of funding, FLR will work diligently to ensure an application is submitted on time and gives the Town of Yorktown the best chance to be awarded funding.

Phase IV – Design and Construction Oversight

FLR will provide a team of professionally qualified personnel to complete the following services:

- 1) Public Meetings and Landowner Coordination
 - a. Organize and hold one (1) public information meeting for the adjacent landowners to the project public right of way and effected neighborhood associations.
- 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.
Note: It is intended that utility relocation will be limited to guy wires, utility poles, streetlights, and vacated signal poles.
- 3) Limited Property Survey & Easement
 - a. Set four (4) vertical and horizontal control points as required for design and construction of the project.
 - b. Set the right-of-way lines along River Road between Nebo Road and Woodland Trail Boulevard, and along South Tiger Drive between River Road and River Valley Road. Corners will be set at each intersecting intersection as platted.

- c. Preparation of legal descriptions to be used for recreational easements on lands not in the public domain, as needed.
- d. 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.

6) Project management

- a. Act as the point of contact of the project owner for the trail project.
- b. Process invoicing for the DNR.
- c. Review contractor bonding and insurance to meet the contract requirements.
- d. Coordinate issuance of the notice to proceed with the contractor.
- e. Review and approve project pay applications submitted by the contractor.
- f. Review and submit for approval to the owner any change order items.



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Fee:

FLR will execute and implement the above listed tasks for a fee of:

Phase I – Trail Feasibility Study

\$5,975.00

Five Thousand Nine Hundred and Seventy-Five Dollars & 0/100

Phase II – Engineer's Estimate*

\$1,720.00

One Thousand Seven Hundred and Twenty Dollars & 0/100

Phase III – Write and Complete and Next Level Trails Application

\$7,520.00

Seven Thousand Five Hundred and Twenty Dollars & 0/100

The Phase IV fee will be based upon the anticipated construction costs of the project.

*Should the Town of Yorktown be awarded an NLT grant for the completion of the two trail segments, this cost would be deducted from the design and engineering fees of the project since only minimal updates to the costs and subsequent bid form would be required to bid the project.

Acceptance of Phase I*:

Chase Bruton
Town Manager
Town of Yorktown

Phil Tevis
Member/Owner
FlatLand Resources, LLC

**Phases II, III, & IV would not begin until a written NTP from the Town of Yorktown is sent to FlatLand Resources.*



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Payment:

FLR shall submit invoices once a month at a minimum to the Project Owner or the Owner's agent for services rendered during the previous calendar month.

The Project Owner or the Owner's Agent hereby agrees that payment will be made for the said Services within 30 days from Project Owner receiving payment from State Funding agency; 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 Project Owner or the Owner's Agent hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over 60 days. FLR will reserve the right to suspend work if payments become delinquent. If work is suspended, services will not resume until payment is made in full, including related collection fees, attorney's fees, interest and late charges.

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 alternation 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

Attachment A:

