



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 02/05/15-LPA

Local Public Agency: Town of Yorktown, Indiana

Project Name: Construction inspection services for the construction of River Road Trail from Muncie Trailhead on White River Boulevard to Nebo Road Des. No.: 0900596

Consultant Name: Butler, Fairman & Seufert, Inc.

1. Review the contract document:

- a. ☒ Verify that draft contract is consistent with the latest INDOT boilerplate.
- b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
- c. ☒ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D. \$97,350.00 Under 12.5%
- d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.

- e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.

2. ☒ Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.

3. ☒ Verify the Appendix "D" compensation method is appropriate for the scope of work.

- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
- b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
- c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
- d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at: <http://www.in.gov/indot/2733.htm>.

4. ☒ Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate. Approved Rate 166.97 cost of Money .23

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:

- a. ☒ Itemization of task elements with estimated hours by employee classification.
- b. ☒ Cost calculations show the overhead rate and profit rate has been applied.

6. Analyze the Consultant Fee Proposal.

- a. ☒ Confirm the task elements are relevant to the scope of work.
- b. ☒ Confirm the profit rate does not exceed 15%. INDOT's profit rate guidelines are available at <http://www.in.gov/indot/2730.htm>. LPA's are not required to follow INDOT's practice; however, use of rates above 15% is not acceptable.
- c. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts http://www.in.gov/indot/files/DBWI_ProposalsContracts_EscalationRates.pdf. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available at: <http://www.in.gov/indot/2730.htm>.
- d. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
- e. ☒ Confirm, to the extent possible, major task element and overall cost totals are not excessive.

7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?

- a. ☐ Not Applicable
- b. ☒ Engineer's Assignment is attached.

Sent to Roland for approval

ERC signature:

Peter Olson

Date:

10-7-15

BUTLER, FAIRMAN and SEUFERT, INC.
Civil Engineers
8450 WESTFIELD BLVD., SUITE 300
INDIANAPOLIS, IN 46240-8302

317 713-4615
FAX 317 713-4616

TO Ms. Kim Bowdell
Local Program Coordination
INDOT, Greenfield District
32 South Broadway
Greenfield, IN 46140

LETTER OF TRANSMITTAL

DATE:	
JOB NO:	
ATTENTION:	Ms. Bowdell
RE:	Des. No. 0900596
	River Road Trail from Muncie Trailhead
	On White River Boulevard to Nebo Road

WE ARE SENDING YOU ☒ Attached ☒ **Contract for Construction Inspection Services**

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Sample ☐ Specifications
☐ Copy of letter ☐ Change order ☒ Via email

COPIES	DATE	NO.	DESCRIPTION
1			Town Transmittal Letter
1			LPA/Consulting Contract (for your review)
1			Request for Proposals Notification
1			Preliminary Construction Cost Estimate
1			LPA/Consultant Contract Review Checklist
1			Consultant Pre-Qualification Letters
1			Project Description and Location Map
1			Project Engineer Designation Letter

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> Furnish as Corrected | <input type="checkbox"/> Submit Specific Item |
| <input type="checkbox"/> Reviewed | <input type="checkbox"/> Rejected | <input type="checkbox"/> Revise and Resubmit |
| <input type="checkbox"/> FOR BIDS DUE _____ 20 _____ | | <input type="checkbox"/> Prints Returned After Loan to us |

REMARKS

Kim,
Submitted on behalf of the Town of Yorktown.
Please call should you have any questions.
Thanks,

COPY TO Pete Olson
 Jeremy Books, D. Eakins

SIGNED:

John L. Speidel



Town of Yorktown

9800 W Smith St • PO Box 518

Yorktown, IN 47396

765-759-4003p • 765-759-4016f

www.yorktownindiana.org

Ms. Kim Bowdell
Local Program Coordinator
INDOT, Greenfield District
32 S. Broadway Street
Greenfield, IN 46140

RE: Des No. 0900596
Construction inspection services for the construction of River Road Trail from Muncie
Trailhead on White River Boulevard to Nebo Road

Dear Ms. Bowdell:

This letter is intended to transmit the proposed Agreement between the Town of Yorktown and the consulting engineering firm of Butler, Fairman and Seufert, Inc. for providing construction inspection services for the above project.

The following items of information are relevant to this submittal:

1. The Town does not have sufficient engineering staff to provide the services noted in the February 3, 2010, request for proposals.
2. Procedures for selection for a consultant: The request for proposals was posted on the INDOT RFP web site.

The proposals were scored using the INDOT "Consultant Selection Rating form" after their receipt on February 17, 2010. At that time, our staff selected Butler, Fairman and Seufert, Inc. to perform the designated services. They received the highest score.

3. Our staff met with John Speidel of Butler, Fairman and Seufert, Inc., to discuss additional information regarding scope, scheduling, and proposed compensation for the designated services. We have reviewed this information and are submitting it for your review prior to finalizing the contract for the subject work between the Town of Yorktown and Butler, Fairman and Seufert, Inc.
4. We are aware that 15 percent of the bid price is the limit of Federal Highway Administration participation in this project. We recognize that costs in excess of 15 percent of the bid price will be the responsibility of the Town of Yorktown.
5. Following your review and concurrence, please issue our office a notice of authorization to proceed. Also, copy our consultant, Butler, Fairman and Seufert, for their information. We will then issue BF&S a notice to proceed and copy your files.

If you have any questions concerning these matters, please contact our office. Thank you.

Sincerely,

Pete Olson
Town Manager

c: BF&S

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2015 ("Effective Date") by and between THE TOWN OF YORKTOWN, INDIANA, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 0900596

Project Description: Construction inspection services for the construction of River Road Trail from Muncie Trailhead on White River Boulevard to Nebo Road

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November, 2016. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$97,350.00.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI **GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. Delays and Extensions. The CONSULTANT 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 Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT 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 LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

9800 West Smith Street
Yorktown, IN 47396

Notices to the CONSULTANT shall be sent to:

8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT 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.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
BUTLER, FAIRMAN & SEUFERT,
INC.

LOCAL PUBLIC AGENCY
TOWN COUNCIL
TOWN OF YORKTOWN, INDIANA

Signature
John W. Brand, President

Signature
Rich Lee, President

Signature
Robert Ratchford, Vice President

Attest:

Signature
Laura Vise, Member

Signature
John L. Speidel, Vice President

Signature
Robert Flanagan, Member

Signature
Rick Glaub, Member

Signature
Daniel Flanagan, Member

Signature
Lon Fox, Member

APPENDIX "A"

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The fulltime Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA or their designated representative for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

10. Review of Work, Inspection and Tests:

- a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Frequency of Sampling and Testing Manual and in accordance with current accepted practices.
- c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
- d. Verify that required testing has been accomplished.

11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.

12. Records:

- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations,

and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.

- c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT can not accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"

Information and Services to be furnished by Local Public Agency

The Local Public Agency shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT and the Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

APPENDIX "C"

Schedule

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency.

The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
- 2) Final Construction Records to District Construction Director within forty-five (45) days after the contractor's last day of work.
- 3) Amended Final Construction record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.

APPENDIX "D"Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$97,350.00, unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>		
	<u>2015</u>	<u>2016</u>	<u>2017</u>
Coordinator			
Regular rate	\$160.47	\$163.68	\$166.95
Overtime rate	\$186.59	\$190.32	\$194.12
Project Engineer II			
Regular rate	\$139.18	\$141.96	\$144.80
Overtime rate	\$161.83	\$165.07	\$168.37
Project Engineer			
Regular rate	\$115.80	\$118.12	\$120.48
Overtime rate	\$134.65	\$137.34	\$140.08
Project Supervisor II			
Regular rate	\$101.24	\$103.26	\$105.33
Overtime rate	\$117.72	\$120.07	\$122.47
Project Supervisor I			
Regular rate	\$84.71	\$86.40	\$88.13
Overtime rate	\$98.50	\$100.46	\$102.47
Inspector			
Regular rate	\$81.30	\$82.93	\$84.59
Overtime rate	\$94.53	\$96.42	\$98.35

The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract.

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice

shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement therefore.

5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked, on this Contract or other projects, for the week by that individual. The CONSULTANT shall bill overtime according to the negotiated hourly billing rates per classification in Appendix "D" Section A.2.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract.
2. The invoice shall represent the value, to the Local Public Agency, of the partially completed work as of the date of the invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, number of hours worked since the last invoice voucher was submitted, and the hourly rate.
3. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

[Remainder of Page Intentionally Left Blank]

EXHIBIT D-1

RIVER ROAD TRAIL FROM MUNCIE TRAILHEAD ON WHITE RIVER BLVD TO NEBO ROAD DES. NO. 0900596 TOWN OF YORKTOWN, INDIANA

CONSTRUCTION INSPECTION FEE BREAKDOWN

1. Basic Assumptions

Assume approximate contract construction period equals 4-1/2 months or 18 calendar weeks.

During the construction period, the Project Supervisor is assumed to be on the project full time or 45 hours per week. The Coordinating Engineer is assumed to be involved one hour per week. Travel is assumed as approximately 50 miles per day, plus one additional round trip from the office each week at 100 miles.

Final construction record preparation is assumed to involve the Project Supervisor, three days, and the Coordinating Engineer, one day. Travel is assumed as three trips at 50 miles per trip.

Final changes as a result of State review are assumed to involve the Project Supervisor two days and the Coordinating Engineer, one day. Travel is assumed as two trips at 50 miles per trip.

2. Itemized Breakdowns

A. Construction Period

Coordinating Engineer (2016)	18	weeks	x	1	hours/week	x	\$ 163.68	/hour	=	\$	2,946.24
Project Supervisor II (2016)	18	weeks	x	40	hours/week	x	\$ 103.26	/hour	=	\$	74,347.20
Project Supervisor II OT (2016)	18	weeks	x	5	hours/week	x	\$ 120.07	/hour	=	\$	10,806.30
TOTAL									=	\$	88,099.74

$$\text{Travel} = (18 \times 1 \times 100) + (18 \times 5 \times 50) = 6,300 \text{ miles}$$

B. Final Preparation

Coordinating Engineer (2016)	1	day	x	8	hours	x	\$ 163.68	/hour	=	\$	1,309.44
Project Supervisor II (2016)	3	days	x	8	hours/day	x	\$ 103.26	/hour	=	\$	2,478.24
TOTAL									=	\$	3,787.68

$$\text{Travel} = (3 \times 1 \times 50) = 150 \text{ miles}$$

C. Final Revisions

Coordinating Engineer (2016)	1 day	x	8 hours	x	\$ 163.68 /hour	=	\$ 1,309.44
Project Supervisor II (2016)	2 days	x	8 hours	x	\$ 103.26 /hour	=	\$ 1,652.16
TOTAL						=	\$ 2,961.60

Travel = (2 x 1 x 50) = 100 miles

D. Total Base Payroll Costs A + B + C = \$ 94,849.02

Travel = 6,550 miles at \$0.40 = \$ 2,620.00

TOTAL ESTIMATED COST = \$ 97,469.02

USE = \$ 97,350.00

3. The construction cost of this project is estimated at approximately = \$ 778,800.00

Town of Yorktown
Request for Proposals
February 3, 2010

Request for Proposals Notification

Project Location: *Yorktown River Road Trail, Yorktown, IN from Morrison Road to Nebo Road*

Response Due Date and Time: *February 17, 2010 and no later than 4:00 pm EST*

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LoI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

Contact for Questions: *Pete Olson, Town Manager
Town of Yorktown
9800 West Smith Street
Yorktown, IN 47396
TEL: (765) 759-4003*

Submittal requirements:

1. Please provide **THREE** (3) copies of the Letter of Interest (required content and instructions follow)
2. One (1) signed Affirmative Action Certification and associated required documents for all items.

Submit To: *Pete Olson, Town Manager
Town of Yorktown
9800 West Smith Street
Yorktown, IN 47396
TEL: (765) 759-4003*

Selection Procedures:

Consultants will be selected for work items further described herein, based on the evaluation of the Letter of Interest (LoI) and other required documents. The Consultant Selection Rating Form that will be used to evaluate and score the submittals is included for your reference.

To be eligible for consideration the prime consultant must be prequalified by INDOT.

Requirements for Letters of Interest (LoI)

A. General instructions for preparing and submitting a Letter of Interest (LoI).

1. Provide the information as set out in Item B below, in the same order listed, signed by an officer of the firm. Scanned signed documents or electronically applied signatures are both acceptable. Do not send additional forms, resumes, brochures, or other material unless otherwise noted in the item description.
2. LoI's shall be limited to twelve (12) 8 ½" x 11" pages that include Identification, Qualifications and Key Staff and Project Approach.
3. LoI's must be received not later than "Response Due Date and Time" as shown in the RFP header shown above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.

B. Letter of Interest Content

1. Identification, Qualifications and Key Staff

- a. Provide the firm name, address of the responsible office from which the work will be performed and the name and email address of the contact person authorized to negotiate for the associated work.
- b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant. (See Affirmative Action Certification requirements below.) A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the "Prequalified Consultants" link on the Indiana Department of Transportation (INDOT) Consultants Webpage. (<http://www.in.gov/indot/6813.htm>).
- c. List the Project Manager and other key staff members, including key sub consultant staff and include the percent of time the project manager will be committed for the contract, if selected. Include project engineers for important disciplines and staff members that will be responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.
- d. Describe the capacity of consultant staff and their ability to perform the

work in a timely manner relative to present workload.

2. Project Approach

- a. Provide a description of your project approach relative to the advertised services. For project specific items confirm that the firm has visited the project site. For all items address your firm's technical understanding of the project or services, cost containment practices, innovative ideas and any other relevant information concerning your firm's qualifications for the project.

Requirements for Affirmative Action Certification

A completed Affirmative Action Certification form is required for all items that identify a DBE goal. The consultant must identify the DBE firms with which it intends to subcontract, include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform on the Affirmative Action Certification Form. **Copies of DBE certifications, as issued by INDOT, for each firm listed are to be included as additional pages after the form.**

If the consultant does not meet the DBE goal, the consultant must provide documentation in additional pages that evidences that it made good faith efforts to achieve the DBE goal. Please review the DBE program based on any goals set and complete the DBE Affirmative Action Certification form as applicable. What constitutes good faith efforts is explained in detail within the DBE program information referred to above. If no goal is set then no Affirmative Action Certification form is required. Indiana Department of Transportation's (INDOT) DBE Program Information is available at the Indiana Department of Transportation's website.

A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the "Prequalified Consultants" link on the Indiana Department of Transportation (INDOT) Consultants Webpage. (<http://www.in.gov/indot/6813.htm>).

DBE subcontracting goals apply to all prime submitting consultants, regardless of the prime's status of DBE.

Work item details:

Town of Yorktown

Project Location: *Between Morrison Road and Nebo Road along West River Road approximately one mile in length.*

INDOT District covering project: *Greenfield*

INDOT Des#: (if known) *0900596*

Project Phases Included: *Preliminary Engineering (which includes environmental and survey), right-of-way engineering and services, and construction inspection*

Project Description: *This project involves the planning, design, right of way acquisition, and construction of the Yorktown River Road Trail, a multi-use trail in Yorktown, Indiana, which will provide a link between the locally funded Yorktown trail and Yorktown's Corporate Limits, and beyond. Currently the project extents are from Nebo Road (400 W) to just east of Morrison Road (300 West) along West River Road. The Yorktown River Road Trail will be 10 feet in width, with a total length of approximately 1 mile. The western end of the trail will connect the locally funded trail that is currently under right of way acquisition from 400W to 600W. The eastern end of the trail will connect to Morrison Road, which is the eastern corporate limit of Yorktown. Approximately ¼ mile east of Morrison Road, the City of Muncie has developed a trailhead parking lot at the western end of their White River Greenway. Yorktown will encourage a collaborative effort with Muncie and the MPO to fund this missing segment of trail to enhance the connections between Yorktown and Muncie.*

Estimated Construction Amount: *\$ 600,000*

Funding: *Federal Funding*

Term of Contract: *February 2010 until project completion*

DBE goal: *0%*

Required Prequalification Categories:
(List required prequalification categories)

5.2	<i>Environmental Document Preparation – CE</i>	12.1	<i>Project Management for Acquisition Services</i>
5.4	<i>Ecological Surveys</i>	12.2	<i>Title Research</i>
5.9	<i>Archaeological Investigations</i>	12.3	<i>Value Analysis</i>
5.10	<i>Historical/Architectural Investigations</i>	12.4	<i>Appraisal</i>
6.1	<i>Topographic Survey Data Collection</i>	12.5	<i>Appraisal Review</i>
7.1	<i>Geotechnical Engineering Services</i>	12.6	<i>Negotiation</i>
8.1	<i>Non-Complex Roadway Design</i>	12.7	<i>Closing</i>
11.1	<i>Right of Way Plan Development</i>	13.1	<i>Construction Inspection</i>

RFP Selection Rating for _____

Des. No. _____

(City, County, Town, etc.) - or - (Local Public Agency)

Consultant Name: _____ Services Description: _____

Evaluation Criteria to be Rated by Scorers					
Category	Scoring Criteria	Scale	Score	Weight	Weighted Score
Past Performance	Performance evaluation score averages from historical performance data.				
	Quality score for similar work from performance database			6	0
	Schedule score from performance database			7	0
	Responsiveness score from performance database			1	0
Capacity of Team to do Work	Evaluation of the team's personnel and equipment to perform the project on time.				
	Availability of more than adequate capacity that results in added value to INDOT	1		20	0
	Adequate capacity to meet the schedule	0			
	Insufficient available capacity to meet the schedule	-1			
Team's Demonstrated Qualifications	Technical expertise: Unique Resources that yield a relevant added value or efficiency to the deliverable.				
	Demonstrated outstanding expertise and resources identified for req'd services for value added benefit	2		15	0
	Demonstrated high level of expertise and resources identified for req'd services for value added benefit	1			
	Expertise and resources at appropriate level	0			
	Insufficient expertise and/or resources	-3			
Project Manager	Predicted ability to manage the project, based on: experience in size, complexity, type, sub, documentation skills.				
	Demonstrated outstanding experience in similar type and complexity	2		20	0
	Demonstrated high level of experience in similar type and complexity	1			
	Experience in similar type and complexity shown in resume	0			
	Experience in different type or lower complexity	-1			
Approach to Project	Project Understanding and Innovation that provides cost and/or time savings.				
	High level of understanding and viable innovative ideas proposed	2		15	0
	High level of understanding of the project	1			
	Basic understanding of the project	0			
	Lack of project understanding	-3			
Location	Location of assigned staff office relative to project.				
	Within 50 mi	1		5	0
	51 to 150 mi	0			
	151 to 500 mi	-1			
	Greater than 500 mi	-2			
Weighted Sub-Total:					0

It is the responsibility of scorers to make every effort to identify the firm most capable of producing the highest quality deliverables in a timely and cost effective manner without regard to personal preference.

I certify that I do not have any conflicts of interest associated with this consultant. (A definition of conflicts of interest of concern may be found in IC-4-2-6-9.)

I have thoroughly reviewed the letter of interest for this consultant and certify that the above scores represent my best judgment of this firm's abilities.

Signature: _____

Title: _____

Date: _____

**Request for Proposals for Town of Yorktown – River Road Trail
Project DES # 0900596**

AFFIRMATIVE ACTION CERTIFICATION

I do hereby certify that it is the intention of my company to affirmatively seek out and consider DBEs certified in the State of Indiana, to participate as part of this proposal. (For listing of DBE certified firms, see www.in.gov/dot/div/legal/DBE/dbe_list.xls.)

I understand and agree that all subconsulting in connection with this proposal, whether undertaken prior to or subsequent to the notice to proceed will be in accordance with the requirements for the Disadvantaged Business Enterprise Program, included elsewhere in this RFP. I understand and agree that no subcontracting will be approved or commenced until the Indiana Department of Transportation has reviewed and approved the affirmative actions taken by my company or me.

I understand that utilization of certified DBEs is in addition to all other equal employment requirements of this RFP.

I acknowledge that this certification is to be made an integral part of this proposal.

I understand and agree that the submission of a blank certification shall cause the proposal to be rejected.

I hereby certify that contact has been made with the certified DBEs listed in this certification, and that, if my company becomes the CONSULTANT, the certified DBEs have tentatively agreed to perform the services listed below.

I understand that neither my company nor I will be penalized for amounts achieved over or under the amount shown for **voluntary** DBE utilization that exceeds the goal.

After contract award, any change to the firms listed in this Affirmative Action Certification under race/gender conscious must have prior approval by INDOT's Economic Opportunity Section, Central Office.

SUBCONSULTANTS

DBE SUBCONSULTANTS TO BE APPLIED TOWARD GOAL (RACE/GENDER CONSCIOUS)

<u>Certified DBE Name & Address</u>	<u>Service Planned</u>	<u>Planned Percentage to be paid to DBE</u>
None Assigned		

DBE SUBCONSULTANTS TO BE APPLIED BEYOND GOAL (RACE/GENDER CONSCIOUS)

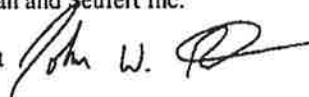
<u>Certified DBE Name & Address</u>	<u>Service Planned</u>	<u>Planned Percentage to be paid to DBE*</u>
---	------------------------	--

Total Dollar Amount Credited toward DBE goal (Race/Gender Conscious): \$0.00

Total Dollar Amount of Voluntary DBE Work Anticipated over DBE Goal (Race/Gender Neutral): \$0.00

Name of Company: Butler, Fairman and Seufert Inc.

By: John W. Brand, P.E. President



Date: February 17, 2010

*It is understood that these individual firm percentages are estimates only and that amounts paid may be less as a result of negotiation of the contract scope of work. My firm will use good faith efforts to meet the overall DBE goal through the use of these or other certified and approved DBE firms.

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

JOB NUMBER: 0900596
DESCRIPTION: BIKE/PEDESTRIAN FACILITIES
ON IRI021 RIVER RD. ALONG WHITE RIVER FROM
MORRISON RD. TO C

ESTIMATOR: JESSICA GORDON
COUNTY: C018
SEASON: SPRING

SPEC YEAR: 10
WORK TYPE: N000
UNIT SYSTEM: E

HIGHWAY TYPE: No Classification Available
DATE UPDATED: 09/24/2015
CONTRACT NO: R -34989
LATITUDE: 401108
LONGITUDE: 852741

GREENFIELD DISTRICT
LETTING DATE: 03/02/2016
CHECKED BY:
PROJECT LENGTH: 0.0000
LANE MILES/KM:

CONTINGENCY: 5.00%
READY FOR CONTRACT DATE:
DATE CHECKED:
PAVEMENT WIDTH:
PAVEMENT DEPTH:

LINE CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0001	0001	105-06845	1.0000	LS	@ \$ 18,500.00	= \$ 18,500.00	N	S
0002	0001	CONSTRUCTION ENGINEERING	107.0000	EACH	@ \$ 150.00	= \$ 16,050.00	N	R 107-C-243
0003	0001	INSPECTION HOLE DEEPER THAN 3 FT	1.0000	LS	@ \$ 38,901.00	= \$ 38,901.00	N	S
0004	0001	MOBILIZATION AND DEMOBILIZATION	1.0000	LS	@ \$ 15,560.00	= \$ 15,560.00	N	S
0005	0001	CLEARING RIGHT OF WAY	3,110.0000	CYS	@ \$ 21.00	= \$ 65,310.00	N	S
0006	0001	EXCAVATION COMMON	238.0000	CYS	@ \$ 21.00	= \$ 4,998.00	N	S
0007	0001	EXCAVATION COMMON	4,470.0000	LFT	@ \$ 1.33	= \$ 5,945.10	N	S
0008	0001	TEMPORARY SILT FENCE	100.0000	TON	@ \$ 32.00	= \$ 3,200.00	N	S
0009	0001	NO 2 STONE	476.0000	TON	@ \$ 30.00	= \$ 14,280.00	N	S
0010	0001	NO 2 STONE	2,492.2000	SYS	@ \$ 8.00	= \$ 19,937.60	N	S
0011	0001	SUBGRADE TREATMENT TYPE II	6,312.2000	SYS	@ \$ 7.00	= \$ 44,185.40	N	S
0012	0001	SUBGRADE TREATMENT TYPE III	0.6000	CYS	@ \$ 100.00	= \$ 60.00	N	S 211-R-625
0013	0001	STRUCTURE BACKFILL TYPE 1	1,080.0000	CYS	@ \$ 25.00	= \$ 27,000.00	N	S 211-R-625
0014	0001	STRUCTURE BACKFILL TYPE 3	2,149.4000	TON	@ \$ 20.00	= \$ 42,988.00	N	S
0015	0001	COMPACTED AGGREGATE NO 53 BASE	1.9000	TON	@ \$ 500.00	= \$ 950.00	N	S
0016	0001	ASPHALT FOR TACK COAT	83.0000	SYS	@ \$ 56.00	= \$ 4,648.00	N	S 500-R-623
0017	0001	PCCP 6 IN	1,138.0000	LFT	@ \$ 30.00	= \$ 34,140.00	N	U
0018	0001	FENCE PEDESTRIAN TYPE 1	1,007.0000	TON	@ \$ 85.00	= \$ 85,595.00	N	S
		HMA FOR SIDEWALK						

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

JOB NUMBER: 0900596
DESCRIPTION: BIKE/PEDESTRIAN FACILITIES
ON IR1021 RIVER RD. ALONG WHITE RIVER FROM MORRISON RD. TO C
HIGHWAY TYPE: No Classification Available
DATE UPDATED: 09/24/2015
CONTRACT NO: R-34989
LATITUDE: 401108
LONGITUDE: 852741

ESTIMATOR: JESSICA GORDON
COUNTY: C018
SEASON: SPRING

GREENFIELD DISTRICT
LETTING DATE: 03/02/2016
CHECKED BY: 0.0000
PROJECT LENGTH: 0.0000
LANE MILES/KM:

SPEC YEAR: 10
WORK TYPE: N000
UNIT SYSTEM: E

CONTINGENCY: 5.00%
READY FOR CONTRACT DATE:
DATE CHECKED:
PAVEMENT WIDTH:
PAVEMENT DEPTH:

LINE CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0043	0001	604-11738	24.0000	LFT	@ \$ 150.00 =	\$ 3,600.00	N	U
		DETECTABLE WARNING ELEMENT						
0019	0001	605-06120	208.8000	LFT	@ \$ 27.00 =	\$ 5,637.60	N	S
		CURB CONCRETE						
0020	0001	610-07486	151.6000	TON	@ \$ 75.00 =	\$ 11,370.00	N	S
		HMA FOR APPROACHES TYPE A						
0021	0001	610-07487	413.1000	TON	@ \$ 90.00 =	\$ 37,179.00	N	S
		HMA FOR APPROACHES TYPE B						
0022	0001	610-08446	327.0000	SYS	@ \$ 60.00 =	\$ 19,620.00	N	S
		PCCP FOR APPROACHES 6 IN						
0024	0001	611-08232	2.0000	EACH	@ \$ 800.00 =	\$ 1,600.00	N	U
		MAILBOX ASSEMBLY SINGLE RESET						
0023	0001	611-08232	6.0000	EACH	@ \$ 200.00 =	\$ 1,200.00	N	U
		MAILBOX ASSEMBLY SINGLE RESET						
0025	0001	616-02320	7.0000	SYS	@ \$ 10.00 =	\$ 70.00	N	S
		GEOTEXTILES						
0026	0001	616-06405	5.3000	TON	@ \$ 70.00 =	\$ 371.00	N	S
		RIPRAP REVETMENT						
0027	0001	621-01004	2.0000	EACH	@ \$ 550.00 =	\$ 1,100.00	N	S
		MOB AND DEMOB FOR SEEDING						
0028	0001	621-02363	10,095.0000	SYS	@ \$ 1.00 =	\$ 10,095.00	N	U
		MULCHED SEEDING T CONVENTIONAL MIX						
0029	0001	621-06560	10,095.0000	SYS	@ \$ 1.00 =	\$ 10,095.00	N	S
		MULCHED SEEDING U						
0030	0001	628-09402	8.0000	MOS	@ \$ 1,700.00 =	\$ 13,600.00	N	S
		FIELD OFFICE B						
0031	0001	715-05149	11.0000	LFT	@ \$ 47.00 =	\$ 517.00	N	S
		PIPE TYPE 2 CIRCULAR 12 IN						
0032	0001	715-46000	1.0000	EACH	@ \$ 520.00 =	\$ 520.00	N	S
		PIPE END SECTION DIA 12 IN						
0033	0001	732-11810	4,095.2000	SFT	@ \$ 12.00 =	\$ 49,142.40	N	S
		MODULAR BLOCK WALL						
0034	0001	732-11811	4,095.2000	SFT	@ \$ 22.00 =	\$ 90,094.40	N	S
		MODULAR BLOCK WALL ERECTION						
0035	0001	801-03290	2.0000	EACH	@ \$ 175.00 =	\$ 350.00	N	S
		CONSTRUCTION SIGN C						

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

JOB NUMBER: 0900596
DESCRIPTION: BIKE/PEDESTRIAN FACILITIES
ON IRI021 RIVER RD. ALONG WHITE RIVER FROM MORRISON RD. TO C
HIGHWAY TYPE: No Classification Available
DATE UPDATED: 09/24/2015
CONTRACT NO: R -34989
LATITUDE: 401108
LONGITUDE: 852741
ESTIMATOR: JESSICA GORDON
COUNTY: C018
SEASON: SPRING
SPEC YEAR: 10
WORK TYPE: N000
UNIT SYSTEM: E
CONTINGENCY: 5.00%
READY FOR CONTRACT DATE:
DATE CHECKED:
PAVEMENT WIDTH:
PAVEMENT DEPTH:

LINE CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0036	0001	801-06640	6.0000	EACH	@ \$ 175.00 =	\$ 1,050.00	N	S
		CONSTRUCTION SIGN A						
0037	0001	801-06775	1.0000	LS	@ \$ 15,000.00 =	\$ 15,000.00	N	S
		MAINTAINING TRAFFIC						
0038	0001	802-05704	26.0000	LFT	@ \$ 13.00 =	\$ 338.00	N	S
		SIGN POST SQ 1 UNREINF ANCHOR BASE						
0039	0001	802-09842	6.3000	SFT	@ \$ 15.00 =	\$ 94.50	N	S
		SIGN SHEET WITH LEGEND 0125 IN						
0040	0001	805-01843	4.0000	EACH	@ \$ 350.00 =	\$ 1,400.00	N	U
		SIGNAL HANDHOLE ADJUST TO GRADE						
0041	0001	808-06713	775.0000	LFT	@ \$ 0.50 =	\$ 387.50	N	S
		LINE PAINT SOLID WHITE 4 IN						
0042	0001	808-09968	4,180.9000	SFT	@ \$ 6.00 =	\$ 25,085.40	N	U
		PAVEMENT MARKING EPOXY, MODIFIED ACRYLIC, PAINT, GREEN						

ESTIMATE ITEM TOTAL = \$ 741,764.90
INFLATED ESTIMATE TOTAL = \$ 741,764.90
CONTINGENCY (5.00%) = \$ 37,088.24
TOTAL ESTIMATE = \$ 778,853.15

NOTE: The estimate item total includes all alternate items. The other estimate totals include only low cost alternate items.



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 02/05/15-LPA

Local Public Agency: Town of Yorktown, Indiana

Project Name: Construction inspection services for the construction of River Road Trail from Muncie Trailhead on White River Boulevard to Nebo Road Des. No.: 0900596

Consultant Name: Butler, Fairman & Seufert, Inc.

1. Review the contract document:

- a. ☒ Verify that draft contract is consistent with the latest INDOT boilerplate.
- b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
- c. ☒ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
- d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.

- e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.

2. ☒ Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.

3. ☒ Verify the Appendix "D" compensation method is appropriate for the scope of work.

- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
- b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
- c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
- d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at: <http://www.in.gov/indot/2733.htm>.

4. ☒ Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:

- a. ☒ Itemization of task elements with estimated hours by employee classification.
- b. ☒ Cost calculations show the overhead rate and profit rate has been applied.

6. Analyze the Consultant Fee Proposal.

- a. ☒ Confirm the task elements are relevant to the scope of work.
- b. ☒ Confirm the profit rate does not exceed 15%. INDOT's profit rate guidelines are available at <http://www.in.gov/indot/2730.htm>. LPA's are not required to follow INDOT's practice; however, use of rates above 15% is not acceptable.
- c. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts http://www.in.gov/indot/files/DBWI_ProposalsContracts_EscalationRates.pdf. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available at: <http://www.in.gov/indot/2730.htm>.
- d. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
- e. ☒ Confirm, to the extent possible, major task element and overall cost totals are not excessive.

7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?

- a. ☐ Not Applicable
- b. ☒ Engineer's Assignment is attached.

ERC signature:

Peter Olson

Date:

10-7-15



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

September 04, 2015

Prequalification Section
(317) 232-5095

John Brand
Butler, Fairman and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear John Brand:

The Consultant Prequalification General/Technical Modification Application submitted on 9/3/2015 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached work type certification, effective 9/4/2015. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 03/30/2016. Your General/Technical approval will expire on 09/30/2017.

Your Firm's annual contracting capacity for the CPA Audit Level is \$22,509,250.00 for the fiscal period that ended on 9/30/2014. Your firm was approved for this financial level as notified separately by the External Audit Section. Your requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 30 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Karen B. Macdonald, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

www.in.gov/dot/

An Equal Opportunity Employer

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 09/04/2015

Butler, Fairman and Scufert, Inc.

Valid Work Groups

Effective: 09/04/2015

Expires on: 09/30/2017

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Vandenberg, Thomas S
2.2	Traffic Forecasting	Vandenberg, Thomas S
3.1	Non-Complex Traffic Capacity and Operations Analysis	Vandenberg, Thomas S
3.2	Complex Traffic Capacity and Operations Analysis	Vandenberg, Thomas S
4.1	Traffic Safety Analysis	Vandenberg, Thomas S
5.1	Environmental Document Preparation - EA/EIS	Davenport, Aaron L
5.2	Environmental Document Preparation - CE	Davenport, Aaron L
5.3	Environmental Document Preparation - Section 4(f)	Davenport, Aaron L
5.4	Ecological Surveys	Bennett, Neal E
5.5	Wetland Mitigation	Bennett, Neal E
5.6	Waterway Permits	Bennett, Neal E
5.8	Noise Analysis and Abatement Design	Davenport, Aaron L
5.10	Historical/Architectural Investigations	Anderson MS, Britta A
5.11	ESA Screening, Phase I and Phase II, Remedial Design	Scott, Ryan L
6.1	Topographic Survey Data Collection	Neal, Mark W Nick, Randall A

WBM
9-4-15


Work Type Code	Work Type Description	Qualifying Person(s)
8.1	Non-Complex Roadway Design	Wheatley, Christopher W
8.2	Complex Roadway Design	Isaacs, Daniel J Wheatley, Christopher W
9.1	Level 1 Bridge Design	Eichenauer, Michael D Matel, Michael
9.2	Level 2 Bridge Design	Eichenauer, Michael D Matel, Michael
10.1	Traffic Signal Design	Vandenberg, Thomas S
10.2	Traffic Signal System Design	Vandenberg, Thomas S
10.3	Complex Roadway Sign Design	Isaacs, Daniel J
10.4	Lighting Design	Isaacs, Daniel J
11.1	Right of Way Plan Development	Herendeen, Douglas K McCort, Jason N
12.1	Project Management for Acquisition Services	Deahl, James A
12.2	Title Research	Herendeen, Douglas K
12.3	Value Analysis	Deahl, James A
12.4	Appraisal	Shockley, Steven M
12.5	Appraisal Review	Shockley, Steven M
12.6	Negotiation	Francis, Ronald L
12.7	Closing	Francis, Ronald L
13.1	Construction Inspection	Biesecker, Michael W Books, Jeremy L
14.1	Regular Bridge Inspection	Olson, Jonathan D
14.2	Complex Bridge Inspection	Olson, Jonathan D

Handwritten signature and date:

 7-8-15

Work Type Code	Work Type Description	Qualifying Person(s)
14.4	Small Structure and Miscellaneous Structure Inspections	Olson, Jonathan D Scott, Michael D
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Olson, Jonathan D
15.1	Bicycle/Pedestrian Trail Planning & Design	Hamersly, Alan L
15.1	Landscape Architecture	Griffin, Jason G
15.1	Transportation Enhancement Projects	Hamersly, Alan L

cc: Prequalification File


 Karen B. Macdonald, P.E.
 Prequalification Engineer 9-4-15



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Michael R. Pence, Governor
Kari B. Browning, Commissioner

March 19, 2015

Mr. Bradley D. Watson, Executive Vice President
Butler, Fairman & Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, IN 46240

Dear Mr. Watson:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of Butler, Fairman & Seufert, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended September 30, 2014 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant's Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rate:

Corporate: 166.97%
Facilities Capital Cost of Money (FCCM): 0.23%

Yours truly,

David E. Brewer
Manager of External Audit

Escalated Billing Rate Calculation (Short Version)
BUTLER, FAIRMAN AND SEUFERT, INC.
REGULAR AND OVERTIME BILLING RATES
1/1/15 LPA Inspection

R/FORMS PROPOSALS 7-22-04

Replace the data in the yellow cells with the appropriate data for the firm and the project, using the actual labor classifications and current paid labor rates, and the proposed average (across the board) annual percentage of increase.

100.00%	Direct Labor	
166.97%	Overhead Rate	
266.97%	Labor & Overhead	
15.00%	Profit	40.05%
307.02%		
0.23%	Cost of Money	
307.25%		
\$191.08	MAXIMUM	

Fill in yellow cells

Butler, Fairman and Seufert, Inc.

Audited

Wage Rates	Billing Rate
------------	--------------

Billing ----- Escalated Billing Rates-----

Rates		Rate			
2015	2015	2016	2017	2018	
→→→→	→→→→	2.00%	2.00%	2.00%	

Annual Increase Avg.

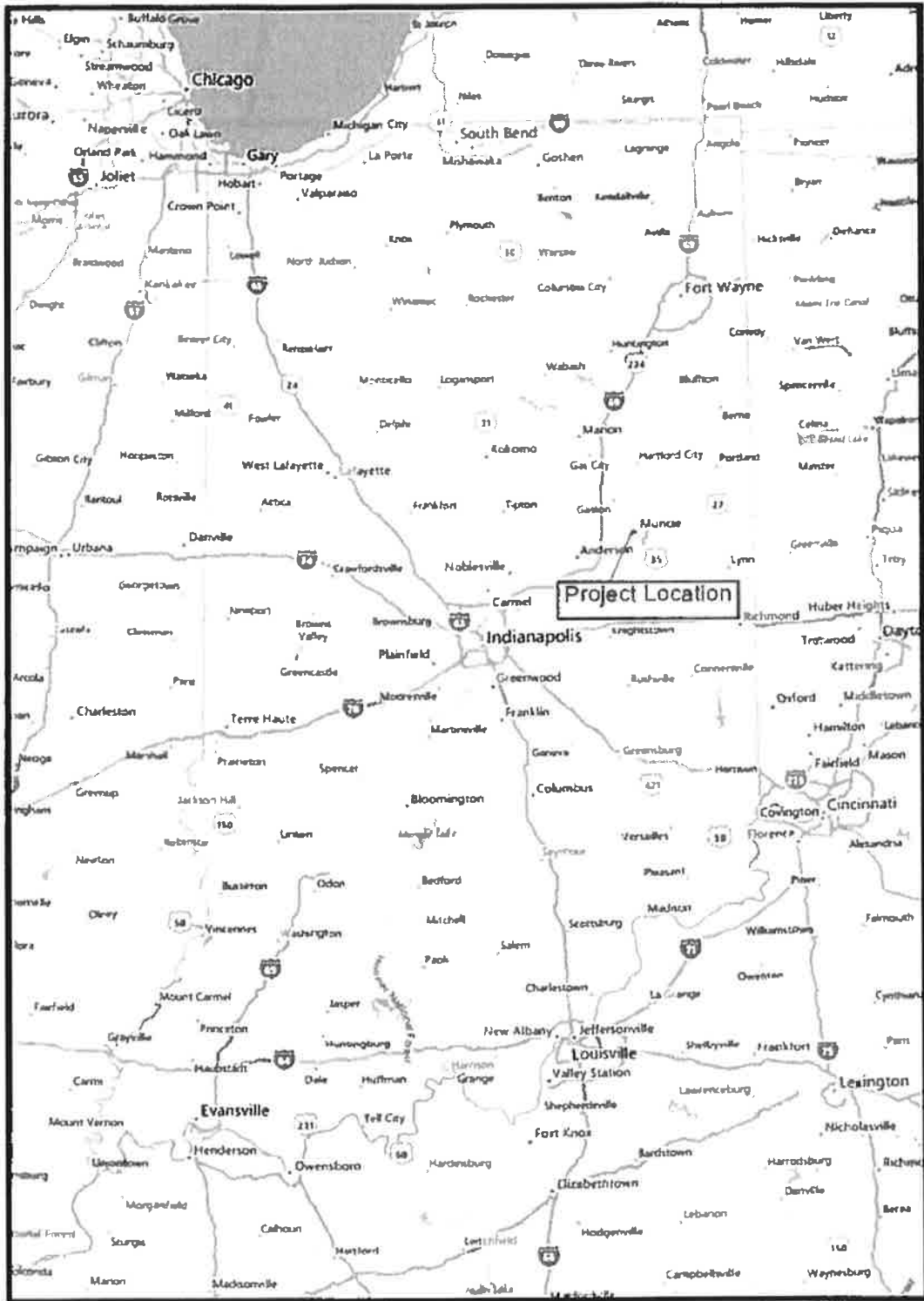
Classification

NOTE

[illegible]

PROJECT DESCRIPTION
RIVER ROAD TRAIL PHASE 1
TOWN OF YORKTOWN, DELAWARE COUNTY, INDIANA
DES NO.: 0900596

The Town of Yorktown proposes to construct Phase 1 of the River Road Trail which will connect to the City of Muncie and Delaware County Trail system. The alignment will begin at Nebo Road (CR 400W), along the south side of River Road (CR 50S) and follow along the south side of River Road east for approximately 5,325 feet (1.01 miles) before terminating at Morrison Road (CR 300W). Here the trail will connect to the west end of the existing White River Greenway Trail in the City of Muncie. The trail project will include: a 10-foot wide asphalt trail with 2-foot shoulders, trailhead, mile markers, bike racks, trash receptacles, and safety and identification signage. The project area is located approximately 45 miles northeast of Indianapolis, Indiana. The project is located in Section 13, Township 20 North and Range 9 East within Mount Pleasant Township illustrated on the U.S.G.S. Muncie West, Indiana Quadrangle, Town of Yorktown, in Delaware County, Indiana.

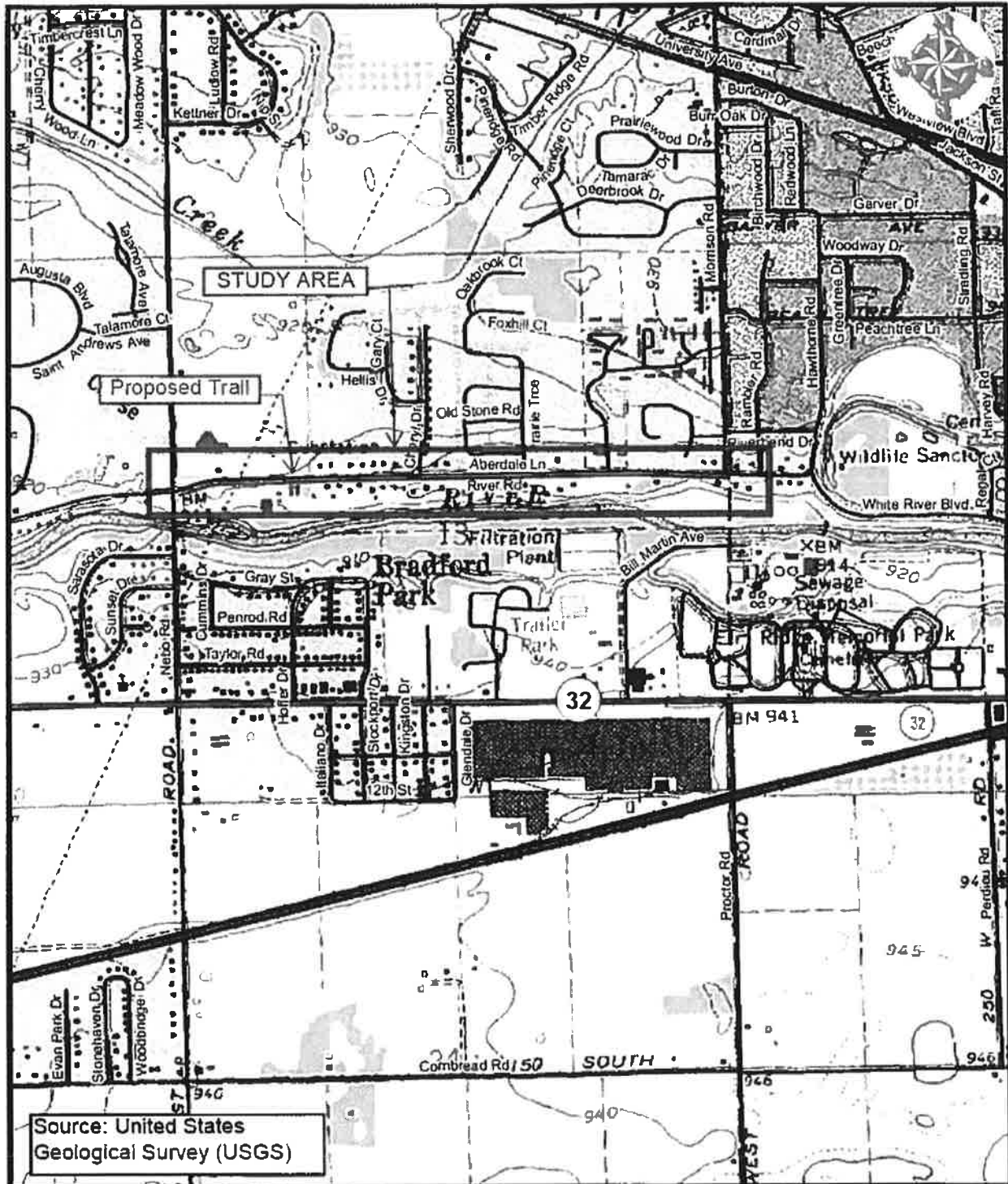


Legend

State Map
 River Road Trail
 Town of Yorktown
 Delaware County
 Indiana
 Des No, 0900596

Source: Indiana
 Geologic Information
 Council (IGIC)





BF&S
Butler Fairman Seufert
CIVIL ENGINEERS

0 315 630 1,260 Feet

USGS Muncie West, IN Quadrangle Map
 River Road Trail
 Town of Yorktown, Delaware County, Indiana
 Des. No. 0900596



Town of Yorktown

9800 W Smith St • PO Box 518
Yorktown, IN 47396
765-759-4003p • 765-759-4016f
www.yorktownindiana.org

Ms. Kim Bowdell
Local Program Coordinator
INDOT, Greenfield District
32 S. Broadway Street
Greenfield, IN 46140

RE: Des No. 0900596
Construction inspection services for the construction of River Road Trail from
Muncie Trailhead on White River Boulevard to Nebo Road

Dear Ms. Bowdell:

Mr. Chad Whitesel, who is an employee of the firm of Butler, Fairman and Seufert, Inc., is hereby designated full time Resident Project Representative for the construction of Designation No. 0900596.

It is understood that in this capacity, the designated individual will be in full time direct control of the project, and will follow the established procedures of the Indiana Department of Transportation in the discharge of these duties. It is also understood that in this capacity, the designated individual will be working under the supervision of the Indiana Department of Transportation District Area Engineer and will look to that office for advice and instruction.

The Project Representative will provide the necessary services in accomplishing the overall supervision of this project. The testing equipment shall be provided by the named firm as required.

The staff of the Local Public Agency shall maintain all books, documents, paper, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment. The Federal Highway Administration, the State of Indiana, or other authorized representatives of any unit providing funding for the project shall be furnished copies thereof if requested.

Sincerely,

Pete Olson
Town Manager

Enclosures