

RESOLUTION NUMBER 2023-08

APPROPRIATION RESOLUTION OF THE CITY OF FRANKLIN REDEVELOPMENT COMMISSION

Approval of Professional Services Agreement

WHEREAS, the Franklin Redevelopment Commission (the “Commission”) serves as governing body of the Franklin Redevelopment District (the “District”), pursuant to Indiana Code 36-7-14 *et seq.*, as amended (the “Act”); has previously established the Franklin Downtown / I-65 Amended Integrated Economic Development Area (the “Area”), as amended; has designated within the Area certain allocation areas (the “Allocation Areas”) for purposes of capturing tax increment; has created an allocation fund or funds (the “Allocation Fund”) for the Allocation Areas into which the tax increment is deposited; and has approved the Economic Development Plan - 2015 (the “Plan”), as amended for the Area; and

WHEREAS, IC 36-7-14-39(b)(3)(J) authorizes the Commission to pay expenses incurred by the Commission for local public improvements that are in the Allocation Areas or serving the Allocation Areas; and

WHEREAS, the City of Franklin, by and through the City of Franklin Board of Public Works and Safety, properly advertised and solicited bids for the following road improvement projects:

- Extension of Essex Drive to Paul Hand Road;
- Improvements along Paul Hand Road from the Louisville & Indiana Railroad to Graham Road;
- Improvements to the intersection of Paul Hand Road and Graham Road

(collectively referred to as the “Project”)

WHEREAS, the areas identified in the Project are all either physically located in and/or serve the Allocation Areas;

WHEREAS, the City of Franklin, by and through the City of Franklin Board of Public Works and Safety, and the Commission have negotiated an agreement with CrossRoad Engineers, PC, (“CrossRoad”) to provide professional services for the Project (hereinafter referred to as “Agreement”), a true and accurate copy is attached hereto as **Exhibit “A”**;

WHEREAS, the Agreement provides that the fee for CrossRoad to complete all designing and engineering work on the Project is One Million Two Hundred Nine Thousand Two Hundred Eighty Dollars and Zero Cents (\$1,209,280.00); (“Fee”)

WHEREAS, notice of a hearing on said appropriation has been duly given by publication and posting as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriation.

NOW, THEREFORE, BE IT RESOLVED by the City of Franklin Redevelopment Commission, that:

1. Approval of Agreement and Additional Appropriation. Subject to and conditioned on the City of Franklin, by and through the City of Franklin Board of Public Works and Safety approving and executing the Agreement and the Project being located in and/or serving the Allocation Areas; there is hereby appropriated for the purpose of paying expenses incurred by the Commission for local public improvements that are in the Allocation Areas or serving the Allocation Areas, pursuant to IC 36-7-14-39(b)(3)(J), for expenditures regarding the Project for local public improvements a sum not to exceed One Million Two Hundred Nine Thousand Two Hundred Eighty Dollars and Zero Cents (\$1,209,280.00), of tax increment revenues collected from the Allocation Areas within the Area. Such appropriation shall be in addition to all appropriations provided for in the existing budget and shall continue in effect until the completion of the described purposes.

2. Miscellaneous. The Clerk-Treasurer is directed to submit documentation to the Commission requesting reimbursement of such expenses. The President of the Commission, the Secretary of the Commission, the Clerk-Treasurer of the City and any other appropriate officers of the Commission and the City are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Resolution, including the filing of a report of this appropriation with the Indiana Department of Local Government Finance.

3. Effective Date. This resolution shall be in full force and effect from and after its adoption.

DULY ADOPTED on this 17th day of January, 2023, by the Redevelopment Commission of the City of Franklin, Johnson County, Indiana.

Richard Wertz

Anne McGuinness

Brian J. Deppe

Paul Buening

Josh Prine

Attest:

Jayne W. Rhoades,
Clerk-Treasurer of the City of Franklin, Indiana

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated this ____ day of _____, 2022, is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety ("OWNER"); Franklin Redevelopment Commission ("Commission"), as the governing body of the City of Franklin Redevelopment District ("District") under IC 36-7-14 et seq, as amended; and **CrossRoad Engineers, PC**, ("CONSULTANT") an Indiana corporation organized under the laws of the State of Indiana.

RECITALS

WHEREAS, OWNER and Commission wishes to hire CONSULTANT to provide certain professional services with respect to the following:

**Essex Dr. Extension, from End of existing Essex Dr. to Paul Hand Rd.
Paul Hand Rd. improvements, from Louisville & Indiana Railroad to Graham Rd.
Paul Hand Road and Graham Road Intersection Improvements**

("Project"); and

WHEREAS, CONSULTANT has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, subject to the terms and conditions set forth in this Agreement.

WHEREAS, the Commission has previously established the Franklin / I-65 Integrated Economic Development Area ("Area"), as amended; and designated within the Area certain allocation areas ("Allocation Areas") for purposes of capturing tax increment; and created an allocation fund or funds ("Allocation Fund") for the Area into which the tax increment is deposited; and approved the Franklin / I-65 Economic Development Plan (the "Plan"), as amended;

WHEREAS, the Commission is authorized, pursuant to IC 36-7-14-25(b)(3)(J), to pay expenses incurred by the Commission for local public improvements that are in the Area or serving the Area;

WHEREAS, the services provided by the CONSULTANT for the Project are for local public improvements within the Area or serving the Area;

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

Section I – Services by CONSULTANT

The engineering services to be performed by CONSULTANT are described in EXHIBIT 1, which is attached hereto, and made a part hereof, and are referred to herein as the “Services”.

Section II – Information and Services to be furnished by OWNER

The information and services to be furnished by OWNER are as set out in EXHIBIT 2, which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

CONSULTANT shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in EXHIBIT 3, which is attached to this Agreement, and incorporated herein by reference.

Section IV – Compensation

1. For all Services rendered by CONSULTANT under this Agreement, in accordance with the terms of this Agreement, COMMISSION shall pay the CONSULTANT in accordance with the fees and charges established in EXHIBIT 4, which is attached to this Agreement, and incorporated herein by reference.
2. COMMISSION shall make progress payments to CONSULTANT on the basis of CONSULTANT’S Application for Payment for services performed, as approved by the Owner in writing, based on a written schedule approved by the parties and attached to this Agreement, within thirty (30) days of Owner’s approval.

Section V – Term and Termination

1. Term
This Agreement shall commence upon date of the last party to execute this Agreement and shall continue until completion of the Services and deliverables as set forth in EXHIBIT 1 or unless terminated as set forth below.
2. Termination
OWNER and COMMISSION reserves the right to terminate or suspend this Agreement upon five (5) days advance written notice to CONSULTANT. Upon termination of this Agreement, CONSULTANT shall deliver all Work Product (as defined herein) to OWNER. The dollar amount for any earned but unpaid Services performed by CONSULTANT shall be based upon an estimate of the portions of the total Services completed by CONSULTANT through the effective date of termination, which estimated shall be as made by OWNER and COMMISSION in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by OWNER of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI – General Provisions

1. Subcontracting

It is recognized that CONSULTANT may engage subconsultants to perform a portion of the work under this Agreement. The engagement of subconsultants by CONSULTANT shall not relieve CONSULTANT of any responsibility for the fulfillment of this Agreement. No subconsultant shall subcontract any portion of its work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by CONSULTANT or its subconsultants in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the “Work Product”) will be the property of the OWNER.

CONSULTANT shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

CONSULTANT agrees that written agreements with any and all subconsultants used by CONSULTANT to fulfill CONSULTANT’s obligations hereunder shall contain language substantially similar to that of this Subsection to assign OWNER all Work Product by such subconsultants, and to require cooperation with CONSULTANT on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the OWNER and COMMISSION. CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by COMMISSION to CONSULTANT.

4. Liability for Damages

CONSULTANT assumes all risk of loss, damage or destruction to the Work Product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the OWNER or COMMISSION.

5. General Liability Insurance

- a. Amounts of Coverage. CONSULTANT shall procure and maintain at its expense insurance of the kind and in the amounts set forth in EXHIBIT 5 by companies

authorized to do such business in the State of Indiana covering all Services and related activities performed by CONSULTANT.

- b. Evidence of Insurance. Before commencing its Services, CONSULTANT shall furnish to OWNER a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate OWNER and COMMISSION as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to OWNER.

6. Worker's Compensation

CONSULTANT shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. CONSULTANT shall provide the OWNER with a certificate of insurance indicating that it has complied with this requirement.

7. Changes in Work

- a. Prior Approval. CONSULTANT shall not commence any additional services or change of scope until authorized by OWNER. Provided however, if such additional services or change in scope of work results in an increase in the amount of Compensation to be paid to CONSULTANT, then the COMMISSION shall have the right to approve such increase as a condition precedent to its obligations to pay such increase.
- b. Additional Services. Additional services may include, but not be limited to:
 - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond CONSULTANT'S control.
 - ii. Preparing to serve or serving as a consultant or witness for OWNER or COMMISSION in any litigation or other dispute resolution process related to the Project that does not involve a claim against CONSULTANT or a claim that is based on an alleged act of negligence or breach of contract by CONSULTANT.
 - iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to OWNER'S facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of

materials, equipment, or energy shortages and (6) default or failure to perform by other consultants.

8. Non-Discrimination

CONSULTANT and its subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement. For all federal aid projects, where applicable, the consultant shall comply with the provisions relative to non-discrimination in federally assisted programs as identified on the attached EXHIBIT 6, Appendix A. For purposes of interpretation of EXHIBIT 6, contractor shall be synonymous with consultant.

9. Safety

- a. Responsibility. CONSULTANT shall be directly responsible for the safety requirements and programs applicable to its own employees, its subconsultants and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. CONSULTANT'S safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. CONSULTANT shall report to OWNER, in writing, any injury or accident at the Project site involving its employees, its subconsultants or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. CONSULTANT shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than CONSULTANT and its subconsultants.

10. Independent Contractor

OWNER, COMMISSION and CONSULTANT are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers 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 purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subconsultants of the other party. CONSULTANT shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

11. Indemnification

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the City of Franklin and COMMISSION and its employees, officers, agents and elected-officials ("Indemnified Parties"), from and against any and all claims for bodily injury,

death or damages to property, demands, damages, action, cause of action, suits, losses, judgments, obligations and any liabilities, costs and expenses, including but not limited to investigative and repair costs, reasonable attorneys' fees and costs ("claims") to the extent caused by negligent performance of services provided under this Agreement by CONSULTANT or its agents. These indemnity obligations shall apply to any negligent acts or omissions, or willful misconduct of the CONSULTANT, its employees or agents, whether active or passive. The CONSULTANT'S indemnification obligations hereunder shall extend to claims occurring after this Agreement is concluded or terminated as well as while it is in force. OWNER or COMMISSION shall not provide such indemnification to the CONSULTANT.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt:

To OWNER; **City Engineer
70 East Monroe Street
Franklin, Indiana 46124**

To COMMISSION; **Franklin Redevelopment Commission
70 East Monroe Street
Franklin, Indiana 46131
Attention: President**

To CONSULTANT: **CrossRoad Engineers, PC
3417 Sherman Drive
Beech Grove, Indiana 46107**

13. Authority to Bind Consultant

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

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of OWNER and COMMISSION and CONSULTANT and their respective successors and permitted assigns. CONSULTANT shall not assign this Agreement without the written consent of OWNER and COMMISSION.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with

regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by OWNER or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by, or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.

- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. Employment Eligibility Verification

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

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

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

CONSULTANT shall require its subconsultants, who perform work under this Agreement, to certify to CONSULTANT that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. CONSULTANT agrees to maintain this certification throughout the duration of the term of an agreement with a subconsultant.

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

21. No Investment in Iran

As required by IC 5-22-16.5, CONSULTANT certifies that it 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 Agreement and denial of future agreements, as well as an imposition of a civil penalty.

22. Certification of Compliance with Applicable Law

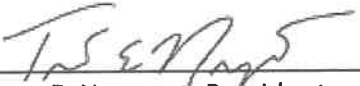
In consideration of entering into this agreement, CONSULTANT agrees to the terms and conditions of the Certificate of Compliance with Applicable Law as set forth on EXHIBIT 6 and all attachments thereto and said terms and conditions are specifically incorporated herein.

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 Agreement other than that which appears within this Agreement.

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

CROSSROAD ENGINEERS, PC
(CONSULTANT)


Trent E. Newport, President

CITY OF FRANKLIN
BOARD OF PUBLIC WORKS AND SAFETY
FRANKLIN, INDIANA
(OWNER)

Steve Barnett, Mayor

Kenneth Austin, Member

Robert Swinehamer, Member

Attest:


Mark A. Beck, Vice President

Attest:

Jayne Rhoades, Clerk-Treasurer

Franklin Redevelopment Commission
By: 
Richard Wertz, President

Exhibit 1

September 20, 2022

Mr. Mark Richards, P.E.
City Engineer
City of Franklin
70 E. Monroe Street
Franklin, IN 46131



RE: Fee Proposal for Civil Engineering Services
Various Roadway improvements including:
Essex Dr. Extension, from End of existing Essex Dr. to Paul Hand Rd.
Paul Hand Rd. improvements, from Louisville & Indiana Railroad to Graham Rd.
Paul Hand Road and Graham Road Intersection Improvements
Franklin, Indiana

Dear Mark:

CrossRoad Engineers is pleased to present this Scope of Services and Fee Proposal to provide professional services associated with the three project areas listed above. Further descriptions of work are as follows:

Essex Drive Extension: This project will begin at the termination of the existing Essex Drive and head north to the intersection of Paul Hand Road for a distance of approximately 4,100 ft. The roadway will be developed as a 2-lane road with shoulders, terminating at Paul Hand Road in a stop condition. Turn lanes may be required at the intersection with Paul Hand Road. The alignment will be coordinated with the development.

Paul Hand Road improvements: This project will begin at the right-of-way of the Louisville & Indiana Railroad and head east to the intersection of Graham Road for a distance of approximately 3,600 ft. The roadway will be developed as a 3-lane (2 thru lanes with a TWLTL) shoulder sectioned roadway. Alignment of the roadway is assumed to be along the existing Paul Hand Road centerline; however, we will also look at shifting Paul Hand Road to the south to eliminate r/w requirements from the north side of the road. There is an existing culvert approximately 250 feet west of the intersection with Graham Road that will need replaced.

Paul Hand Road and Graham Road intersection improvements: This project will include the development of a roundabout at the intersection of Graham Road and Earlywood Road. The roundabout will be based on conceptual exhibits prepared by our office in 2022, and will tie into the new Paul Hand Road section to the west, and existing legs of the intersection on the north, south, and east side.

We have based our Fee Proposal on the aforementioned assumptions, and the following scope of work items are included to assist you in the development of this project:

A. TOPOGRAPHIC SURVEY & ROUTE SURVEY

CrossRoad Engineers will survey the project limits in order to produce a topographic base map and Location Control Route Survey in accordance with applicable Indiana Code. Upon the completion of the field work, we will establish all section lines, right of way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and also create one-foot interval contours; and add all relative survey notes to the drawings. Included will be information such as one-foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities. This survey will also include all research, office work, and field work necessary to complete the Route Survey.

The City (through the developer) has provided digital survey information for most of the new alignment length of Essex Drive, which we will utilize for our design.

B. ROAD DESIGN & PLAN PREPARATION

In general, this task involves the preparation of design plans and bidding documents to allow the proposed project to be constructed. We will prepare plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and, Indiana Design Manual.

Construction drawings will be prepared in accordance with state and local laws and ordinances and will include the following:

- Title Sheet
- Route Survey
- Roadway Construction Details
 - Road Plan & Profiles
 - Construction Details
 - Road Cross Sections
- Intersection Construction Details
 - Grading spot elevations
 - Pavement marking
- Maintenance of Traffic Plan
 - INDOT/MUTCD standards
- Stormwater Drainage Design
 - Plan and profiles as necessary
 - Drainage structure details
- Erosion Control Plan
 - Consistent with local MS4 requirements for Rule 5 conformance
- Miscellaneous Details and Specifications

It is assumed that the roadways constructed will have heavier than typical truck traffic due to the development in the area. City standards will be utilized for the pavement sections required; therefore, no geotechnical or pavement design have been included in this proposal. It is assumed that the roundabout will be concrete, similar to others constructed in the City. Lighting will be designed for the roundabout only, using similar poles as have been installed throughout the City.

For maintenance of traffic, we assume that the improvements on Paul Hand Road and the roundabout will be constructed at the same time. Maintenance of traffic for Essex Road extension can be independent of the other project segments.

C. UTILITY COORDINATION

CrossRoad Engineers shall coordinate with the representatives from each of the utility companies having facilities located within the project area. We will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utilities and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities. Although no 'potholing' of facilities is anticipated to be required, it is assumed that the utility companies will be responsible for performing this work on their own facilities. This work shall be in general accordance with INDOT policy and procedures in effect as of the Effective Date of this Agreement. This scope of work only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis as part of the Inspection Services.

D. PUBLIC INFORMATION MEETING

CONSULTANT shall prepare display materials for and present the proposed project at a scheduled meeting for the City.

E. REGULATORY SUBMITTALS & BIDDING PHASE

It is anticipated the construction of these projects will disturb more than one acre of ground and therefore an Indiana Department of Environmental Management (IDEM) Construction Stormwater General Permit (old Rule 5) will be required. CrossRoad will prepare a Storm Water Pollution Prevention Plan, submittal of public notice, and permit application forms. An IDEM 401 / ACOE 404 is anticipated due to the culvert replacement, as well as a legal drain permit through the Johnson County Surveyor.

This phase will include the preparation of an Engineer's Estimate for the overall project, as well as the necessary administrative services required for compiling bid documents and facilitating and reviewing the public bid of the project. It is assumed that all 3 project segments will be let under one construction contract with one bid book. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the selected contractor.

F. RIGHT OF WAY ENGINEERING

CONSULTANT shall perform Right of Way Engineering work consisting of preparing right of way plans, property plats, and legal descriptions for those right of way parcels that need to be acquired for the project. There are expected to be 12 parcels of land to be acquired. This effort also includes a 20-year title research for the permanent right of way to be acquired. All of this work will be completed in accordance with the Right of Way Engineering Procedure Manual, hereinafter called the MANUAL, 865 I.A.C. 1-12.

G. RIGHT OF WAY ACQUISITION SERVICES

This work includes the management and all of the activities necessary to procure the required parcels of right of way. These activities include the appraisals, buying of right of way, right of way management, and RW staking. Also, transfer documents will be prepared and recorded. If requested, the proposed right of way will be field staked.

H. CONSTRUCTION INSPECTION & AS-BUILT PLANS

Once design is complete, CrossRoad Engineers will perform construction inspection and as-built plans for this project as directed by the City. The construction is expected to occur in 2023 and this work will be provided on an hourly basis per an attached Hourly Billing Rate similar to the one included as Attachment "B".

I. METHOD FOR PAYMENT OF ENGINEERING FEES

During this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document as Attachment "A". These invoices will be submitted by the 5th of each month and will become due by the 30th of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month. Should the City decide to cancel the project at any time, all phases that have been worked on will be invoiced up to that time of project termination.

J. UNDERSTANDINGS

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Costs incurred due to agency applications for plan review and approval, postage for plan distribution, public notifications, recording fees, and other direct costs shall be invoiced separately as a reimbursable with a 15% administrative charge. Payment for these items will not be the responsibility of CrossRoad Engineers. Acceptance of this proposal is inclusive of the Terms and Conditions included below.

We are ready to begin and appreciate your allowing CrossRoad Engineers to design and inspect this project for you. If you have any questions, please call me at 317-780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read 'Trent E. Newport', with a stylized flourish at the end.

Trent E. Newport, P. E., L.S.
President



EXHIBIT 2

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

OWNER shall furnish CONSULTANT with the following:

1. Guarantee access to enter upon public and private lands as required for CONSULTANT to perform work under this Agreement.
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Standard Specifications and standard drawings applicable to the Project.
4. Plans of existing facilities within the limits of the project.
5. Necessary permit forms and permit processing, and payment of any permit applications fees, advertisements, etc.
6. Necessary advertisements for public meeting(s), provide venue for public meeting(s), and cause for the compilation of written transcript if so required.
7. Utility plans available to OWNER for utility facilities throughout the limits of the project.
8. All legal services as may be required for the development of the project.
9. Utility relocation design and plans for OWNER owned utilities.
10. Sufficient quantities of all pertinent forms.

EXHIBIT 3

SCHEDULE

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

All work by the CONSULTANT under this Agreement shall be completed and delivered to the OWNER for review and approval on a mutually agreed to schedule with the intention that construction would begin during 2023.

ATTACHMENT "A"**FEE SCHEDULE**

	Function	Essex Drive	Graham Rd / Paul Hand roundabout	Paul Hand Road
A.	Topographic Survey & Route Survey	\$5,000	\$25,000	\$25,000
B.	Road Design & Plan Preparation	\$100,000	\$100,000	\$180,000
C.	Utility Coordination	\$2,000	\$6,500	\$6,500
D.	Public Information Meeting	---	\$5,500	---
E.	Regulatory Submittals & Bidding Phase	\$5,000	\$5,000	\$5,000
F.	Right of Way Engineering	---	5 parcels @ \$3,500 = \$17,500	9 parcels @ \$3,500 = \$31,500
G.	R/W Acquisition (see info below table for breakdown)	----	\$49,100	\$50,680
H.	Construction Inspection & As-Built plans (hourly NTE)	\$178,000	\$213,800	\$198,200

G. RIGHT OF WAY ACQUISITION SERVICES BREAKDOWN**Graham Road / Paul Hand roundabout**

- 5 Long Form @ \$5,500 each
- 5 Buying @ \$2,200 each
- 5 RW Management @ \$1,320 each
- 5 Payment Processing & Deed Recordings @ \$150 each
- 5 RW Stakings @ \$650 each

Paul Hand Road

- 7 Waivers @ \$800 each
- 1 Value Findings @ \$2,300 each
- 1 Short Form @ \$3,900
- 9 Buying @ \$2,200 each
- 9 RW Management @ \$1,320 each
- 9 Payment Processing & Deed Recordings @ \$150 each
- 9 RW Stakings @ \$650 each

This will be reduced by 2 parcels if Essex Drive moves forward, and the r/w is donated.

TOTAL ESTIMATED PROJECT FEE**\$ 1,209,280**

Our Total Estimated Project Fee is divided into the above work components for billing purposes.