



*Department of Engineering*

**December 27, 2023**

Board of Public Works & Safety  
10 South State Street  
Greenfield, IN 46140

Dear Members,

On March 22, 2022 we entered into a professional services agreement with United Consulting for the design of a roundabout at the intersection of Morrystown Rd & Davis Rd. At the time, we were unsure of how many parcels would be necessary to acquire. Over the course of a year and half, we've developed plans far enough along to know that we'll need 16 parcels (fee simple) of various sizes; see attached map. This amendment also supplements design work completed for the water/sewer work around the RAB.

Additionally, we have a portion of the project called the Southside Water Improvements in the area of the roundabout; specifically, a project that will finish a 12" water line loop from Brandywine Park east along Davis then north along Morrystown to connect at the Ridges of Brandywine. This, in conjunction with the new South Tower and other distribution improvements, will greatly benefit the southside water pressure quality, and reliability. There are 18 parcels that need to be acquired (easements); see attached map.

The R/W services shown in this amendment are billed on unit price basis which means we only use what we need. The attached amendment is the worst-case scenario, but probably close to what we'll need.

Therefore, I would like to ask for approval of the professional services amendment #1 with United Consulting in the amount of \$373,085.00 for a total not to exceed \$771,385.00 with no change in completion dates. Costs for the intersection work will be covered under Engineering's professional services through 2024 and any remainder in 2025 and beyond can be covered by the Road Impact Fees as they start accumulating next year. The Water Utility will cover their own R/W services.

<b>Contract Summary</b>	
Original Contract Amount	\$ 398,300.00
<b>Amendment #1</b>	<b>\$ 373,085.00</b>
Total Revised Contract	\$ 771,385.00

<b>Amendment #1 Cost Breakdown</b>	
Add'l RAB Water/Sewer Design	\$ 15,100.00
RAB Intersection R/W Services	\$ 264,655.00
Water R/W Services	\$ 93,330.00

Sincerely,

Jason A. Koch, P.E.  
City Engineer

CITY OF GREENFIELD  
BOARD OF PUBLIC WORKS AND SAFETY  
AGREEMENT BETWEEN CITY AND ENGINEER

**AMENDMENT # 1**

THIS AMENDMENT IS TO THE AGREEMENT made and entered into the 22nd day of March 2022, by and between the Board of Public Works and Safety of the City of Greenfield (OWNER) and United Consulting (ENGINEER).

WITNESSETH

WHEREAS, circumstances have arisen which necessitate changes in the original AGREEMENT; and,

WHEREAS, such changes are directly related to the designated project as described in the original AGREEMENT as Engineering Services related to Morristown Pike and Davis Road Intersection Improvement Project (Project); and,

WHEREAS, ENGINEER is willing to perform said services.

NOW THEREFORE, for and in consideration of the above representation, OWNER and ENGINEER agree that the AGREEMENT should be amended as follows:

1. "Attachment A" is incorporated to this Amendment for additional scope of work definition and fee justification. The Amendment is required to add land acquisition services for both the Morristown Pike and Davis Road Intersection Improvement Project, as well as the City's adjacent water line extension project. In addition, the scope of work for the water line and sanitary sewer included in the intersection improvement project has been increased to include these new utilities on all four legs of the intersection. The original agreement included these utilities on only the west and north legs of the intersection.
2. ENGINEER's Compensation as called for in ARTICLE 8 of the original AGREEMENT shall be increased as follows:

Original	+	Amend. #	=	Total
\$398,300	+	\$373,085	=	\$771,385

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT shall become effective on the latest date of execution by a required party.

5. The AGREEMENT, as amended, shall expire upon the successful completion and final acceptance of ENGINEER's services, as set forth in this Agreement or "Attachment A", and OWNER's payment therefore.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT as set out below.

ENGINEER:  
United Consulting



Signature

Michael Rowe, PE

Printed

President

Title

December 20, 2023

Date



Signature

Jon Clodfelter, PE

Printed

Vice President

Title

December 20, 2023

Date

ATTEST:

\_\_\_\_\_  
Lori Elmore  
Clerk-Treasurer

\_\_\_\_\_  
Date

OWNER:  
GREENFIELD BOARD OF PUBLIC  
WORKS AND SAFETY

\_\_\_\_\_  
Mayor Chuck Fewell, Chair

\_\_\_\_\_  
Katherine Locke

\_\_\_\_\_  
Larry Breese

\_\_\_\_\_  
Kelly McClarnon

\_\_\_\_\_  
Glenna Shelby

## “Attachment A”

### WATER AND WASTEWATER MAIN DESIGN AND PLANS

City of Greenfield Water Utility Department and Sanitary Sewer Department have directed United Consulting to extend water line service and sanitary sewer service to the east and south legs of the intersection of Morrystown Pike and Davis Road. The original agreement included water and sanitary sewer service to the north and west legs of the intersection only. This change will result in water and sanitary sewer service to all for legs of the intersection. The additional water and sewer will require additional design effort and plan details for the extended length. Additional coordination is required with American Structurepoint and Donohue and Associates on the tie in points for the water line extension and the sanitary sewer design depth.

### TITLE SEARCHES

1. The ENGINEER shall provide Title and Encumbrance Reports with 20-year chain of title searches for up to 21 parcels.
2. The ENGINEER shall review and interpret the Title and Encumbrance Reports.
3. The ENGINEER shall determine owners and property limits of the areas of acquisition within the project limits for up to 21 parcels.

### RIGHT-OF-WAY ENGINEERING

1. The ENGINEER shall provide legal descriptions (certified by a registered land surveyor) of temporary and permanent acquisition parcels for up to 18 parcels.
2. The ENGINEER shall provide land plats, certified by a registered land surveyor, for each permanent acquisition parcel showing the owner’s property, existing right-of-way, and proposed right-of-way.
3. The ENGINEER shall provide area computations of the owners’ title areas, existing rights-of-way, proposed rights-of-way, and residues of the owners’ properties.
4. The ENGINEER shall provide documentation and proof and any existing rights-of-way.
5. The ENGINEER shall be available for assistance in interpreting any right-of-way documents with the OWNER or acquisition team.

## RIGHT-OF-WAY STAKING

1. The ENGINEER shall provide in the field, stake-out locating the proposed right-of-way line at property line intersections, deflection points, and at 75-foot intervals. The stake-out shall be made with wood hubs and lathes.
2. The ENGINEER shall provide right-of-way staking for up to 36 parcels.

## APPRAISALS

1. The ENGINEER shall provide appraisers that are state certified or licensed by the Indiana Professional Licensing Agency to complete the appraisal work.
2. The ENGINEER shall provide appraisals for up to 36 parcels.
3. Each Appraiser shall be familiar with the plans for this project and the parcels herein designated.
4. The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel.
5. The appraisals shall follow accepted principles and techniques in evaluation of real property in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

## SECOND APPRAISALS

1. The ENGINEER shall provide appraisers that are state certified or licensed by the Indiana Professional Licensing Agency to complete the appraisal work.
2. The ENGINEER shall provide second appraisals for up to 13 parcels where compensation is expected to be in excess of \$25,000.
3. Each Appraiser shall be familiar with the plans for this project and the parcels herein designated.
4. The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel.
5. The second appraisals shall follow accepted principles and techniques in evaluation of real property in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

## LAND ACQUISITION MANAGEMENT

1. The ENGINEER shall be responsible for administering, scheduling, and coordinating the activities necessary to certify that the right of way has been acquired and the project is clear for construction for up to 36 parcels. This responsibility shall include:
  - a. Meetings, conferences, and coordination with property owners, attorneys, engineers, appraisers, buyers, and the OWNER.
  - b. The ENGINEER shall coordinate the delivery of payment to each property owner.

## BUYING

1. The ENGINEER shall provide a Right-of-Way Buyer to present the OWNER'S offer for the required land to each property owner for up to 36 parcels. The Buyer shall be a licensed real estate broker in the state of Indiana.
2. This work shall not be sublet, assigned or otherwise performed by anyone other than the Buyer.
3. The Right-of-Way Buyer shall be able to explain the project, the acquisition, the impact of the acquisition to the residue, the offer, and negotiate in an honest and competent manner with the property owner.
4. The Right-of-Way Buyer shall document contacts with the owner and treat property owners fairly with respect and dignity.

# Morristown Pike and Davis Road Intersection Improvement Project

## Amendment No. 1 Summary

Service	Units	Unit Price	Original Fee	Amendment #1	Revised Fee
<b>Lump Sum</b>					
Topographic Survey			\$ 27,700	\$ -	\$ 27,700
Geotechnical Services			\$ 13,200	\$ -	\$ 13,200
Traffic Data Collection			\$ 2,700	\$ -	\$ 2,700
Traffic Study and Analysis			\$ 6,900	\$ -	\$ 6,900
Road Design and Plans			\$ 194,000	\$ -	\$ 194,000
Lighting Design and Plans			\$ 12,900	\$ -	\$ 12,900
Water and Wastewater Main Design and Plans			\$ 59,100	\$ 15,100	\$ 74,200
Pavement Design			\$ 8,200	\$ -	\$ 8,200
Bidding Services			\$ 9,800	\$ -	\$ 9,800
Post-Bid Services			\$ 27,600	\$ -	\$ 27,600
<b>Hourly Not to Exceed</b>					
Regulatory Permits			\$ 10,500	\$ -	\$ 10,500
Utility Coordination			\$ 25,700	\$ -	\$ 25,700
<b>Unit Price</b>					
Right of Way Plan Development and Staking					
Title Searches	21	\$ 550	\$ -	\$ 11,550	\$ 11,550.00
Right-of-Way Engineering	18	\$ 2,600	\$ -	\$ 46,800	\$ 46,800.00
Right-of-Way Staking	36	\$ 700	\$ -	\$ 25,200	\$ 25,200.00
<b>Total Preliminary Engineering:</b>			<b>\$ 398,300</b>	<b>\$ 98,650</b>	<b>\$ 496,950</b>
<b>Land Acquisition Services for Water Project</b>					
Appraisals					
Waiver Valuation	18	\$ 725	\$ -	\$ 13,050	\$ 13,050.00
Buying	18	\$ 2,160	\$ -	\$ 38,880	\$ 38,880.00
Land Acquisition Management	18	\$ 1,600	\$ -	\$ 28,800	\$ 28,800.00
<b>Total Land Acquisition Cost Water Project</b>			<b>\$ -</b>	<b>\$ 80,730</b>	<b>\$ 80,730</b>
<b>Land Acquisition Services for Intersection Improvement Project</b>					
Appraisals					
Long Form	13	\$ 4,815	\$ -	\$ 62,595	\$ 62,595.00
Waiver Valuation	2	\$ 725	\$ -	\$ 1,450	\$ 1,450.00
Value Finding, Alt. Land Use Type	1	\$ 2,805	\$ -	\$ 2,805	\$ 2,805.00
Value Finding	2	\$ 2,055	\$ -	\$ 4,110	\$ 4,110.00
Second Appraisals, Long Form	10	\$ 4,815	\$ -	\$ 48,150	\$ 48,150.00
Second Appraisals, Value Finding, Alt. Land Use Type	1	\$ 2,805	\$ -	\$ 2,805	\$ 2,805.00
Second Appraisals, Value Finding	2	\$ 2,055	\$ -	\$ 4,110	\$ 4,110.00
Buying	18	\$ 2,160	\$ -	\$ 38,880	\$ 38,880.00
Land Acquisition Management	18	\$ 1,600	\$ -	\$ 28,800	\$ 28,800.00
<b>Total Land Acquisition Intersection Improvement Project</b>			<b>\$ -</b>	<b>\$ 193,705</b>	<b>\$ 193,705</b>