

July 7, 2009

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David M. Buck, P.E.
City Engineer
City of West Lafayette
609 West Navajo
West Lafayette, IN 47906

Re: Task Order No. 4 – Construction Inspection for Safe Routes to School Program; Cumberland and Happy Hollow Elementary Schools Pedestrian System Improvements

Dear Mr. Buck:

Butler, Fairman and Seufert, Inc., is pleased to provide the following proposal for Task Order No. 3. All terms of the Master General Services Agreement dated March 24, 2009 between Butler, Fairman and Seufert, Inc., and the City of West Lafayette shall apply to this order.

Project Scope

The Engineer shall provide services as noted in the Scope of Services attached to this letter.

Compensation

Compensation for services rendered will be invoiced on an hourly basis, not to exceed \$40,000.00.

We appreciate the opportunity to provide our services and look forward to working with you on this project. Please indicate your acceptance of this proposal by returning a signed copy of this letter to our office. We will consider this our notice to proceed.

Very truly yours,

BUTLER, FAIRMAN and SEUFERT, INC.



Ryan M. Smith
Client Services

RMS:lm

*Butler, Fairman and Seufert, Inc., General Services Agreement Task Order No. 3:
Construction Inspection for Safe Routes to School Program; Cumberland and
Happy Hollow Elementary Schools Pedestrian System Improvements*

ACCEPTANCE AND AUTHORIZATION TO PROCEED

DATE: _____

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS AND SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

ATTEST:

Judith C. Rhodes, Clerk-Treasurer

SCOPE OF SERVICES
TASK NO. 4: CONSTRUCTION INSPECTION FOR SAFE ROUTES TO SCHOOL
PROGRAM CUMBERLAND AND HAPPY HOLLOW ELEMENTARY SCHOOLS
PEDESTRIAN SYSTEM IMPROVEMENTS

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the **ENGINEER** will provide a Project Manager, a fulltime Resident Project Representative, and Inspectors and clerical personnel as required for a period of time necessary to complete the construction project and final construction report for INDOT Contract T-31629-A.

The qualifications and experiences of personnel provided by the **ENGINEER** are subject to approval by the City of West Lafayette (**OWNER**) and INDOT. No personnel will be assigned to the project until **OWNER** approval is obtained.

The fulltime Resident Project Representative will coordinate project activities with the **OWNER's** Project Coordinator.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the **OWNER** detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the **OWNER**, 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 **OWNER** for notification to those who are expected to attend. Record for the **OWNER**, as directed, minutes of such meetings. The **ENGINEER** shall be available for conferences as requested by the **OWNER** to review working details of the project. The **OWNER** may review and inspect the activities whenever desired during the life of the Agreement.

3. Liaison: Serve as the **OWNER**'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 **OWNER** by the fulltime Resident Project Representatives.
4. Cooperate with the **OWNER** in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
5. Assist the **OWNER** in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the **OWNER** 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 and deliver such samples to the appropriate laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to design personnel 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 **OWNER** and 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 **OWNER** 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 Indiana Department of Transportation Construction 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 **OWNER** 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 **OWNER** 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 **OWNER**.
- c. Maintain for the **OWNER**, 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 INDOT and the **OWNER** upon request, but in any event at the completion of the project.
- e. Prepare the Final Construction Record and Final Estimate as required by INDOT.

13. Reports: Furnish to the **OWNER** 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 INDOT 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 **ENGINEER**'s crew will be required to regulate their work week to conform to the contractor's hours. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the **ENGINEER** may also be suspended without cost to the project.
17. Contract Administration: The **ENGINEER** will administer the contract in accordance with Indiana Department of Transportation's procedures.
18. Conflict of Interest: The **ENGINEER** acknowledges and agrees that the **ENGINEER**, a firm associated with the **ENGINEER** or an individual associated with the **ENGINEER** 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 **ENGINEER** if the firm and **ENGINEER** have a common director, common officer or a common **OWNER**. For purposes of this section an individual is associated with the **ENGINEER** if the individual is an employee of the **ENGINEER** or an employee of a firm associated with the **ENGINEER**.

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.