

PROFESSIONAL SERVICE AGREEMENT  
for  
ADA Plan Update  
for the  
CITY OF ELWOOD

This Agreement, made and entered into this 16<sup>th</sup> day of May 2019, by and between the Madison County Council of Governments, with offices at and whose mailing address is 739 Main Street, Anderson, Indiana 46016, (referred to as "CONSULTANT") and the City of Elwood Board of Public Works, 1505 South B Street, Elwood, Indiana 46036 (referred to as the "CLIENT").

WITNESSETH

WHEREAS CLIENT desires to engage the services of CONSULTANT to furnish technical and professional assistance in connection with updating the City's ADA Plan (referred to as the "PROJECT"), and

WHEREAS CONSULTANT has indicated its willingness to provide such technical and professional services to the CLIENT, and it is understood that the CLIENT selected the Madison County Council of Governments as its CONSULTANT because of the agency's expertise, prior exposure in Madison County, and

WHEREAS the engagement for the CLIENT will be carried out as one component by the CONSULTANT in order to complete the PROJECT. A pre-established Project Scope and List of Deliverables are attached to and made expressly part of this agreement, titled Attachment 1 and Attachment 2, and

WHEREAS CLIENT and CONSULTANT have agreed that project services shall be compensated for payment of a predetermined lump sum fee.

NOW THEREFORE, the CLIENT and CONSULTANT, for the consideration herein set forth, agree that the CONSULTANT will perform the professional services and the CLIENT will perform its coordinating, research and supportive activities, both in accordance with the procedure set forth below:

**A. Project Administration**

1. CONSULTANT shall provide a staff member to act as Project Manager of the PROJECT. This person, who will be referred to as the PROJECT MANAGER, shall oversee all business for the CONSULTANT pertaining to this PROJECT.
2. PROJECT MANAGER shall update or meet with the CLIENT on a regular basis to coordinate and update CLIENT on project progress.

**B. Scope of PROJECT and CONSULTANT Deliverables**

All work done by CONSULTANT in respect to this Agreement shall be limited to this particular project and is set forth in Attachment 1 and Attachment 2, Project Scope and List of Deliverables. Deliverable products, those compensated with fees for this project, shall be the proprietary property of both parties to this contract and shall be available for additional use by same without consent of the other party.

3. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained as a result of any breach by CONSULTANT of its obligations under this Agreement. Therefore, the CLIENT may withhold and set aside any payments due to CONSULTANT until such time as the exact amount of damages due to the CLIENT is determined only for additional work outside of the initial scope of this Agreement.

**H. Extra Work**

If requested and authorized in writing by the CLIENT and approved by CONSULTANT, CONSULTANT will be available to furnish, or obtain from others, EXTRA WORK and be compensated for said work beyond the total lump sum amount of \$0.00 fixed in Paragraph E above. EXTRA WORK can be work of the following type:

1. EXTRA WORK due to changes in the general scope of the study including, but not limited to, changes in size, complexity, or character of the work items.
2. Additional or extended services including study administration due to: a) the prolongation of the Agreement time through no fault of CONSULTANT, b) the acceleration of the work schedule involving services beyond normal working hours, c) additional copies of reports, or d) non-delivery of any materials, data or other information to be furnished by the CLIENT and others not within control of CONSULTANT.
3. Additional services requested and authorized by written WORK ORDER by the CLIENT which are not otherwise provided under this Agreement.

**I. Notices**

All notices, communications and/or demands given pursuant hereto shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set in the first paragraph hereof.

The date of mailing shall be deemed the date of service. Either party may change the address for notice by the aforesaid procedure.

**J. Work Completed**

Copies of all documents including, but not limited to, investigative studies completed or partially completed, drafts, graphics, charts, maps, and tables shall be given to the CLIENT. CONSULTANT will retain records, payrolls, time records and research for a period of three years.

**K. Nondiscrimination and Affirmative Action**

CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin or handicap unrelated to the duties of a position of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff and termination, compensation, selection for training, or participation in recreational and educational activities. The CONSULTANT actively seeks qualified minorities when filling professional, technical and clerical positions.

**L. Entire Agreement and Signatures**

Except as otherwise expressly set forth herein, this Agreement constitutes the entire agreement between the parties and may not be modified or amended except in writing, signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. A photocopied, electronic, or facsimile signature shall be binding as if it were an original.

## Attachment 1

### Scope of Services

The CONSULTANT shall follow the most recent guidelines set forth by the Federal Highway Administration (FHWA) and the Indiana Department of Transportation (INDOT) to update the City's ADA Transition Plan that was last completed in 2012. The scope of the project includes the following tasks:

#### *Task 1: Project Initiation*

##### Project Kick-off

The CONSULTANT will conduct a kick-off meeting with the City's Representatives to discuss the ADA Plan update.

#### *Task 2: Inventory and Assessment*

##### Data Collection

The CONSULTANT will acquire pertinent background and resource information, including the current ADA Plan as well as an inventory of work completed by the City since 2012 on ADA-related improvements, including sidewalks, sidewalk ramps, and any facility improvements. These will be used to update the inventories for the Plan Update. MCCOG will also complete field inventory work per recommended best practice where needed to update the plan.

#### *Task 3: Draft Plan*

The CONSULTANT will prepare a draft version of the ADA Plan update for review by the City.

#### *Task 4: Final Plan and Adoption*

The CONSULTANT will provide a final draft of the ADA Plan to the CLIENT for formal adoption. The plan will also be posted on the CONSULTANT's website for reference as was done for the Plan completed in 2012.

#### *Public Participation*

If the CLIENT desires, the CONSULTANT will assist in public participation with the Plan update. The CONSULTANT will be present at any meetings for the formal approval of the ADA Plan update. It is recommended that at least one public meeting, excluding the formal approval meetings, be conducted for the plan.