

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	1-22-14	Requested Meeting Date:	2-3-14
		Confirmed Meeting Date:	
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:		Planning and Engineering Department	
Name:	Travis Underhill	Telephone:	736-3631
Title or Position:	City Engineer		
E-Mail:	tunderhill@franklin.in.gov		
Address:	70 E. Monroe Street		
City:	Franklin	State:	IN
		ZIP:	46131
Who will attend the meeting and present the request?			
Name:	Travis Underhill	Telephone:	736-3631
Title or Position:	City Engineer		
E-Mail:	tunderhill@franklin.in.gov		
Please describe the purpose or title of your presentation.			
2014 Pavement Preservation Program – Consulting Contract			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Consulting Contract			
2.			
3.			
4.			

A G R E E M E N T

THIS AGREEMENT, made and entered into this 23rd day of January 2014, by and between the City of Franklin, (acting through its Board of Public Works) hereinafter referred to as the "CITY" and FIRST GROUP ENGINEERING, INC., Consulting Engineers, hereinafter referred to as the "CONSULTANTS."

W I T N E S S E T H

WHEREAS, the CITY desires to contract for engineering services required to prepare contract plans, special provisions for specifications, and cost estimates, all for the project hereinafter described, and

WHEREAS, the CONSULTANT has expressed a willingness to provide said contract plans, special provisions for the specifications and cost estimates as desired by the CITY and to furnish the engineering services in connection therewith.

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Maintenance Improvement Preliminary Plan for 2014

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

Section I Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A," attached to this Agreement, and made an integral part hereof.

Section II Information/Services to be Furnished by the CITY

The information and services to be furnished by the CITY are as set out in Appendix "B," attached to this Agreement, and made an integral part hereof.

Section III Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the Notice to Proceed from the CITY, and shall deliver the work to the CITY in accordance with the schedule contained in Appendix "C," attached to this Agreement, and made an integral part hereof.

Section IV Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D," attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition regulations, 48 CFR Subpart 31.2, shall be adhered to for work under this Agreement.

Section V General Provisions

1. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, etc., as instruments of service, are to be the property of the CITY. During

the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the CITY.

2. Responsibility of Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractor, agents or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the CITY from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

3. Changes in Work

In the event the CITY requires a major change in scope, character or complexity of the work after the work has progressed, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified, shall be determined jointly by the CITY and the CONSULTANT. The CONSULTANT shall not commence the additional work or the change of the scope of the work until an agreement on the above is reached.

4. Abandonment and Termination

The CITY reserves the right to terminate or suspend this Agreement upon written notice.

(A) If the CITY shall abandon the services herein mentioned,

the CONSULTANT shall deliver to the CITY all data, reports, drawings, all specifications and estimates completed or partially completed and these shall become the property of the CITY. The earned value of the work performed shall be based upon the CONSULTANT'S estimate of the portions of the total services as have been rendered to the date of abandonment.

(B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified, or within such further extensions of time as agreed upon, the CITY may give written notice, that if the CONSULTANT shall not within thirty (30) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described thirty (30) day period to fully comply with each and all requirements, this Agreement shall terminate. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

(C) In case the CITY shall act under the last preceding paragraph, 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 Agreement, shall be delivered within thirty (30) days to the CITY.

5. Successors and Assignees

The CITY, insofar as authorized by law, binds itself and its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the CITY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement. The consultant agrees to execute the Attached Affidavit of Compliance with Applicable Law which is attached as appendix E to this agreement and made a part hereof as if fully set forth herein.

7. Workmen's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain until final payment by the CITY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in

insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the CITY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the CITY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CITY. In the event that such written notice of change or cancellation is given, the CITY may at its option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

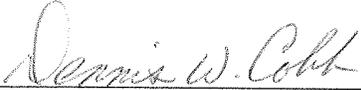
The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of liability of not less than \$1,000,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$1,000,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first above written.

FIRST GROUP ENGINEERING, INC.

CITY OF FRANKLIN
BOARD OF PUBLIC WORKS



Dennis W. Cobb, President

Mayor Joe McGuinness, Chairman

Date: 1-24-14

Date: _____

APPENDIX "A"

Services by the CONSULTANT

1) Budget & Planning

a) MIP Preliminary Plan, Estimate and Maps for 2014 . Prior to starting any contract, the street data are brought together and analyzed against the most current bid histories and are prioritized. The data are presented to the city through tables and maps. The costs are also presented to the city engineer to evaluate and revise against available budget. Adjustments are made by the planner once the budget and priorities are set and the 5 year plan is modified. Once the maps are agreed upon, the locations are increased in scale to be used as bid documents.

2) Bid Assistance

a) Prepare Contract Bid Documents for Preservative (Reclamite or approved equal) Seal Contract. Use standard contract documents to create bid documents. Itemized tables and a bid table are added to give the contractor enough information to establish limits of maintenance work.

b) Prepare Contract Bid Documents for Crack Seal Contract. Use standard contract documents to create bid documents. Itemized tables and a bid table are added to give the contractor enough information to establish limits of maintenance work.

c) Prepare Contract Bid Documents for Chip Seal and/or Fog Seal Contract. Use standard contract documents to create bid documents. Itemized tables and a bid table are added to give the contractor enough information to establish limits of maintenance work.

d) Prepare Contract Bid Documents for Paving Overlay Contract. Use standard contract documents to create bid documents. Itemized tables and a bid table are added to give the contractor enough information to establish limits of maintenance work. Typical cross sections are given to show milling and overlay techniques. Each roadway location will be tabbed to organize material quantities, typical cross sections, and plans in one area of the bid documents.

e) Prepare Contract Bid Documents for Paving Reconstruction or Recycling Contract. Use standard contract documents to create bid documents. Itemized tables and a bid table are added to give the contractor enough information to establish limits of maintenance work. Typical cross sections are given to show how the pavement is to be recycled or reconstructed compared to existing conditions. Each roadway location will be tabbed to organize material quantities, typical cross sections, and plans in one area of the bid documents.

APPENDIX "B"

Information and Services to be furnished by the CITY

The CITY shall furnish the CONSULTANT with the following:

- a. All written views pertinent to the individual road maintenance contracts that require revisions to the 2014 Maintenance Improvement Plan prior to the commencement of contract creation for any of the contract bid documents necessary for the city's roadway maintenance.

APPENDIX "C"

Schedule

All work by the CONSULTANT under this Agreement shall be completed and delivered to the CITY no later than 6 weeks after the notification to proceed from the City, exclusive of review time.

For the purpose of contract control, the work will be submitted by the CONSULTANT to the CITY for review and approval within the above approximate time period.

APPENDIX "D"

Compensation

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$21,300.00 unless a modification of the Agreement is approved in writing by the CITY.

2. The CONSULTANT will be paid for the work performed under this Agreement, on a lump sum basis in accordance with the following schedule:

A.	MIP Preliminary Plan, Estimate & Maps for 2014	.\$ 3,000.00
B.	Prepare Contract Bid Documents for Preservative Seal Contract (if needed) \$ 3,000.00
C.	Prepare Contract Bid Documents for Crack Seal Contract (if needed) \$ 3,000.00
D.	Prepare Contract Bid Documents for Chip Seal and/or Fog Seal Contract (if needed) \$ 3,000.00
E.	Prepare Contract Bid Documents for Paving Overlay & Patching Contract (if needed) \$ 4,500.00
F.	Prepare Contract Bid Documents for Paving Reconstruction (if needed) \$ 4,000.00
G.	Attend Meetings/City Council (as requested) Two estimated at \$400.00 each <u>\$ 800.00</u>
TOTAL	 \$ 21,300.00

B. Method of Payment

1. The CONSULTANT shall submit invoices to the CITY, not more often than once per month during the progress of work, for partial payment of the account for the work completed to date. Such invoices shall represent the value, to the CITY, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.
2. The CITY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CITY.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section V, Item 3 (Changes in Work) of the General Provisions, set out in the Agreement.
4. In the event the CONSULTANT, upon written order from the CITY is required to perform extra work, not coming under the provisions of Item 3, (Changes in Work), noted above, the CONSULTANT shall receive payment for such extra work on the following basis:
 - a. The time the CONSULTANT's technical personnel, while working directly on the extra work, shall be paid for at

the CONSULTANT's actual payroll costs, plus negotiated fixed fee.

- b. Plus CONSULTANT's other direct out-of-pocket expenses incidental to such work and as approved by the CITY.
5. The cost principles contained in 41 CFR, Sub-part 1-15.2, as modified by Sub-part 1-5.102 shall be adhered to for work under this contract.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 23rd day of January 2014, by and between the City of Franklin, (acting through its Board of Public Works) hereinafter referred to as the "CITY" and FIRST GROUP ENGINEERING, INC., Consulting Engineers, hereinafter referred to as the "CONSULTANTS."

W I T N E S S E T H

WHEREAS, the CITY desires to contract for engineering services required to prepare contract plans, special provisions for specifications, and cost estimates, all for the project hereinafter described, and

WHEREAS, the CONSULTANT has expressed a willingness to provide said contract plans, special provisions for the specifications and cost estimates as desired by the CITY and to furnish the engineering services in connection therewith.

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Maintenance Improvement Preliminary Plan for 2014

A G R E E M E N T

THIS AGREEMENT, made and entered into this 23rd day of January 2014, by and between the City of Franklin, (acting through its Board of Public Works) hereinafter referred to as the "CITY" and FIRST GROUP ENGINEERING, INC., Consulting Engineers, hereinafter referred to as the "CONSULTANTS."

W I T N E S S E T H

WHEREAS, the CITY desires to contract for engineering services required to prepare contract plans, special provisions for specifications, and cost estimates, all for the project hereinafter described, and

WHEREAS, the CONSULTANT has expressed a willingness to provide said contract plans, special provisions for the specifications and cost estimates as desired by the CITY and to furnish the engineering services in connection therewith.

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Maintenance Improvement Preliminary Plan for 2014

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): First Group Engineering, Inc.

By (Written Signature): *Dennis W. Cobb*

(Printed Name): Dennis W. Cobb, P.E.

(Title): President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Marion

Subscribed and sworn to before me this 23 day of January,
20 14.

My commission expires: 11-24-15

(Signed) *Robert H. Curritts*

Residing in Marion

County, State of Indiana

