

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.

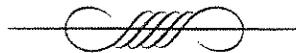
Date Submitted:	2-25-14	Requested Meeting Date:	3-3-14
		Confirmed Meeting Date:	
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:		Planning and Engineering Department	
Name:	Travis Underhill	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.			
SR44 to US31 Trail Design Contract			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Contract			
2.			
3.			
4.			

PROFESSIONAL SERVICES AGREEMENT



This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between **the City of Franklin**, ("CLIENT") and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH



WHEREAS, UNITED CONSULTING desires to provide, and CLIENT desires for UNITED CONSULTING to provide, certain professional services to be performed with respect to **Franklin Trail: SR 44 to US 31** ("Project"), subject to the terms and conditions set forth in this Agreement;

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 hereby agree as follows:

Section I – Services by UNITED CONSULTING

The engineering services to be performed by UNITED CONSULTING are described in Appendix "A" attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by CLIENT

The information and services to be furnished by the CLIENT are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

UNITED CONSULTING shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

Section IV - Compensation

For all Services rendered by UNITED CONSULTING under this Agreement, CLIENT agrees to pay UNITED CONSULTING on the basis of fees and charges established in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix "C" or unless terminated as set forth below.

2. Termination

CLIENT reserves the right to terminate or suspend this Agreement upon five days advance written notice to UNITED CONSULTING. Upon termination of this Agreement, UNITED CONSULTING shall deliver all Work Product (as defined herein) to CLIENT. The dollar amount for any earned but unpaid Services performed by UNITED CONSULTING shall be based upon an estimate of the portions of the total Services completed by UNITED CONSULTING through the effective date of termination, which estimate shall be as made by CLIENT 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 CLIENT 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 UNITED CONSULTING may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by UNITED CONSULTING shall not relieve UNITED CONSULTING of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by UNITED CONSULTING or its subcontractors 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 CLIENT.

UNITED CONSULTING 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.

UNITED CONSULTING agrees that written agreements with any and all subcontractors used by UNITED CONSULTING to fulfill UNITED CONSULTING's obligations hereunder shall contain language substantially similar to that of this Subsection to assign to CLIENT all Work Product by such subcontractors, and to require cooperation with UNITED CONSULTING 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 CLIENT. UNITED CONSULTING and its subcontractors 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 the CLIENT to UNITED CONSULTING.

4. Liability for Damages

UNITED CONSULTING 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 CLIENT.

5. General Liability Insurance

- a. Amounts and Coverage. UNITED CONSULTING shall procure and maintain at its expense insurance of the kind and in the amounts set forth in Appendix "E" by companies authorized to do such business in the State of Indiana covering all

Services and related activities performed by UNITED CONSULTING.

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

6. Workmen's Compensation

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

7. Changes in Work

- a. Prior Approval. UNITED CONSULTING shall not commence any additional services or change of scope until authorized by the CLIENT.
- 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 UNITED CONSULTING's control.
 - ii. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation or other dispute resolution process related to the Project that does not involve a claim against UNITED CONSULTING or a claim that is based on an alleged act of negligence or breach of contract by UNITED CONSULTING.
 - 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 CLIENT facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Project 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

UNITED CONSULTING and its subcontractors, 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 original or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

9. Safety

- a. Responsibility. UNITED CONSULTING shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. UNITED CONSULTING's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. UNITED CONSULTING shall report to CLIENT, in writing, any injury or accident at the Project site involving its employees, its subcontractors 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. UNITED CONSULTING shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than UNITED CONSULTING and its subcontractors.

10. Independent Contractor

CLIENT and UNITED CONSULTING 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 subcontractors of the other party.

UNITED CONSULTING shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

11. Indemnification

The work performed by the UNITED CONSULTING shall be at the risk of UNITED CONSULTING exclusively. To the fullest extent permitted by law, UNITED CONSULTING shall indemnify, defend (at their sole expense) and hold harmless the CLIENT and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, materials furnished, or Services provided under this Agreement by UNITED CONSULTING or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of UNITED CONSULTING, its employees or agents, whether active or passive. UNITED CONSULTING's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt.

CLIENT:

*City of Franklin
Travis Underhill, City Engineer
70 East Monroe Street
Franklin, Indiana 46124*

UNITED CONSULTING:

*United Consulting
Dave Richter, President
1625 North Post Road
Indianapolis, Indiana 46219*

13. Authority to Bind United Consulting

As used in this Agreement, UNITED CONSULTING refers to United Consulting Engineers, Inc. d/b/a UNITED CONSULTING. Further, the signatory for UNITED CONSULTING represents that he/she has been duly authorized to execute this Agreement on behalf of UNITED CONSULTING and has obtained all necessary or applicable approvals to make this Agreement fully binding upon UNITED CONSULTING when his/her signature is affixed hereto.

14. Successors and Assignees

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

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 CLIENT or UNITED CONSULTING 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

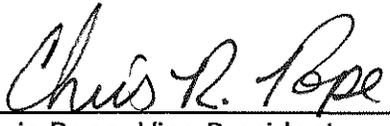


UNITED CONSULTING

CLIENT

BY: 
Steven W. Jones, Vice President

BY: _____
Joe McGuinness, Mayor

BY: 
Chris Pope, Vice President

BY: _____

DATE: January 29, 2014

BY: _____

DATE: _____

ATTEST: _____

Appendices

- Appendix A** - Services by UNITED CONSULTING
- Appendix B** - Information and Services to be provided by CLIENT
- Appendix C** - Project Schedule
- Appendix D** - Compensation
- Appendix E** - Insurance

Services by UNITED CONSULTING***A. DESIGN SURVEY***

1. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential and the Indiana Design Manual, Part III, Location Surveys.
2. As a minimum the survey will include locating all wells, utilities, septic systems and structures within described survey coverage limits. This shall be done to insure the most efficient design can be achieved which will minimize land acquisition and relocation costs.
3. The Field Survey will be integrated with the United States Public Land System and physical monumentation as necessary to acquire Right of Way for this project in accordance with Title 865 IAC 1-12 et sequential.
4. Survey limits shall include:
 - a. *Commerce Drive/Commerce Parkway:* Beginning at the west right of way line of US31 and extending 10,500 feet east and south to the centerline of Arvin Road. The reference alignment shall be established on the centerline of Commerce Drive/Commerce Parkway. The coverage width shall be a minimum of 75 feet left of the reference alignment, or 25 feet beyond any top of bank or toe of slope and to the right edge of pavement or curb line.
 - b. *Arvin Road:* Beginning at the centerline of Commerce Parkway and extending 1,950 feet east to the centerline of Hurricane Road. The reference alignment shall be established on the section line. The coverage width shall be a minimum of 75 feet left of the reference alignment, or 25 feet beyond any top of bank or toe of slope and to

the right edge of pavement or curb line.

- c. *Eastview Drive:* Beginning 900 feet northwest of the centerline of CR100N and extending 975 feet southeast to 75 feet southeast of the centerline of CR100N. The reference alignment shall be established on the centerline of Eastview Drive. The coverage width shall be a minimum of 75 feet right of the reference alignment, or 25 feet beyond any top of bank or toe of slope and to the left edge of pavement or curb line.
- d. *Eastview Drive:* Beginning 75 feet southeast of the centerline of CR100N and extending 3,100 feet south to the centerline of SR44. The reference alignment shall be established on the centerline of Eastview Drive. The coverage width shall be a minimum of 75 feet left of the reference alignment, or 25 feet beyond any top of bank or toe of slope and to the right edge of pavement or curb line.
- e. *Canary Ditch:* Beginning 50 feet south of the centerline of Commerce Drive and extending 200 feet north. The coverage width shall be a minimum of 100 feet left and right of the centerline of the channel.
- f. *Hurricane Creek:* Beginning 50 feet south of the centerline of CR100N and extending 450 feet northeast to 50 feet northeast of the centerline of Eastview Drive. The coverage width shall be a minimum of 100 feet left and right of the centerline of the channel.
- g. Sufficient information will be gathered by use of a data collector to provide complete topography and equivalent cross-sections at 50 foot intervals along all referenced alignments.

- 5. A Location Control Route Survey Plat will be completed for the survey limits.

B. GEOTECHNICAL INVESTIGATION

- 1. UNITED CONSULTING shall make or cause to be made a roadway geotechnical investigation in accordance with the Indiana Department of Transportation's "Geotechnical Manual" 2010 Edition. A copy of the

document is on file with the Indiana Department of Transportation and it is incorporated herein by reference and is made a part hereof. UNITED CONSULTING shall make or cause to be made the necessary pavement cores, pavement investigations, borings and the analysis thereof.

2. Prior to making the borings, UNITED CONSULTING shall submit boring specifications and boring locations and sketches for each structure for approval of the CLIENT and INDOT. Borings shall extend sufficiently in depth to obtain characteristic data the proper design of the foundation. UNITED CONSULTING shall backfill bore hole or cause to be backfilled in accordance with current industry standards.
3. In the event more extensive borings, samplings, or testing are determined to be necessary by INDOT or UNITED CONSULTING's Geotechnical Engineer while exercising reasonable engineering judgment and the cost of the work performed will exceed Geotechnical Investigation Fee specified in Appendix "D" of this Agreement, the work to provide such additional service shall be considered a major change in the scope of work.

C. ENVIRONMENTAL SERVICES

1. The environmental services required to develop this project shall be in accordance with the "Procedure Manual for Preparing Environmental Documents" 2008 version and revisions thereto. A copy of this document is on file with the Indiana Department of Transportation and is incorporated by reference.
2. *Categorical Exclusion:* A Categorical Exclusion Level 2 as falling within the guidelines of the National List of Categorical Exclusions shall be provided. The Categorical Exclusion will be prepared in a manner consistent with the "INDOT Categorical Exclusion Manual" dated June 2013. The individual items listed below will become a part of the Environmental Documentation for the project.
3. *U.S. Waters Report:* UNITED CONSULTING shall conduct a wetland

determination at the project site. UNITED CONSULTING shall examine and document the existing conditions, including soil characteristics, drainage ditches, hydrology, vegetation, and general topography. The wetland determination will be conducted in accordance with methodology described in the Corps of Engineers Wetland Delineation Manual (Technical Report Y-87-1) and the 2010 Midwestern Supplement.

4. Cultural Resources / Section 106: UNITED CONSULTING will complete the Section 106 process in a manner consistent with the FHWA and INDOT Section 106 Consultation Procedures as outlined in the "Indiana Cultural Resources Manual" (INDOT 2008). For this project, UNITED CONSULTING will prepare the following documentation:
 - a. An *Archaeological Records Check* and an *Archaeological Field Reconnaissance* shall be included as a part of these Environmental Services. An Archaeological Field Reconnaissance of the site including light hand shovel probing and a ground level field survey of the project area to determine the probability of National Historic Register eligible sites shall be made when required by the discoveries made in the "Archaeological Records Check" and concurred by the Indiana Department of Natural Resources State Historic Preservation Officer.
 - b. A *Historic Properties Report and Survey* involving a field review of the APE will be conducted. Each property 50 years old or older will be photographed and noted on project mapping. Streetscape photographs also will be taken. Each structure 50 years old or older will be examined to determine its age, materials, type, style, function, and level of integrity. Owner interviews will be conducted when possible to obtain information regarding additions and alterations made to the buildings.
5. *Corridor Environmental Assessment*: UNITED CONSULTING shall conduct a Corridor Environmental Assessment (CEA) in accordance with the Indiana Department of Transportation (INDOT) Hazardous Materials Unit Operating

Manual ("Hazardous Materials Manual") guideline for Initial Site Assessments (also called "Phase I" by INDOT).

6. If UNITED CONSULTING is required to provide additional Environmental Services not listed above, the work to provide such additional service shall be considered a major change in the scope of work.

D. WATERWAY PERMITS (401, 404 & CIF)

1. UNITED CONSULTING shall coordinate, apply for, and track the status of an IDEM Water Quality 401 Certification until received.
2. UNITED CONSULTING shall coordinate, apply for, and track the status of a US Army Corps of Engineers 404 Permit (Louisville District) until received.
3. UNITED CONSULTING shall coordinate, apply for, and track the status of an IDNR Construction in a Floodway Permit (pursuant to Flood Act, IC 14-28-1) until received for the floodplains of Canary Creek and Hurricane Creek.

E. IDEM RULE 5 PERMIT, SWPP PLAN, and TE & SC PLANS

1. UNITED CONSULTING shall coordinate, apply for, and track the status of an IDEM Rule 5 Permit.
2. UNITED CONSULTING shall coordinate, apply for, and track the status of a Storm Water Pollution Prevention (SWPP) Plan.
3. UNITED CONSULTING shall prepare and submit, as required, all plans and details to obtain approval from IDEM and INDOT of the Temporary Erosion and Sediment Control (TE & SC Plans).

F. TRAIL DESIGN AND PLANS

1. UNITED CONSULTING shall prepare preliminary trail plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard

Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any.

2. Stage 1 Plans Submittal and Review: UNITED CONSULTING shall submit Stage 1 Plans to the CLIENT for review and approval.
3. UNITED CONSULTING shall determine the need for Level 1 Design exceptions that will be required during the project development. All necessary documentation to request a formal Level 1 Design Exception shall be completed at the time Stage 1 Plans are submitted.
4. Preliminary Field Check Plans and Meeting: UNITED CONSULTING shall submit plans to the CLIENT two weeks prior to the meeting.
5. Stage 2 Plan Submittal and Review: UNITED CONSULTING shall submit Stage 2 Plans to the CLIENT for review and approval.
6. Stage 3 Plan Submittal and Review: UNITED CONSULTING shall submit Stage 3 Plans to the CLIENT and INDOT for review and approval.
7. Tracing Plan Submittal: UNITED CONSULTING shall complete the final contract plans (Final Tracings), special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the CLIENT, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT. The Final Tracings Package shall be submitted to INDOT and the CLIENT.
8. Upon completion and final approval of the work by the CLIENT and INDOT (if necessary), UNITED CONSULTING shall deliver to the CLIENT the following, which shall become the property of the CLIENT:
 - a. Set of final approved tracings of the contract plans drawn to a suitable

- scale on standard 36" x 24" sheets prepared in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
- b. Set of Special Provisions for the Specifications in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
 - c. Copy of the construction cost estimates in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
 - d. Copy all design computations, Indexed, Paged and Bound in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
9. UNITED CONSULTING shall attend all such conferences with the officials of the CLIENT and other interested agencies as may be required in connection with the work and to make his services available to the CLIENT during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.
10. Additional general data shall be issued at the mutual agreement of UNITED CONSULTING and the CLIENT. UNITED CONSULTING does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by UNITED CONSULTING.

G. PEDESTRIAN BRIDGE AND PLANS

1. UNITED CONSULTING shall be responsible for the design and plans for the pedestrian crossings carrying Structure No. 1 over Canary Ditch and Structure No. 2 over Hurricane Creek. UNITED CONSULTING shall prepare Contract Plans, Special Provisions to the Standard Specifications and Cost Estimates for the construction of the project, which shall be in accordance

with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials, "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation Standard Specifications, Road and Bridge Memoranda, and Road and Bridge Design Manuals except as modified by Supplemental Specifications and Special Provisions, if any. The Cost Estimates shall be prepared according to the current practices of the Indiana Department of Transportation and shall include types of work required for the complete construction of the project, including temporary work necessary in connection therewith.

2. UNITED CONSULTING shall coordinate design details with the manufacturer of the prefabricated steel trusses and foundations for Structure No. 1 and Structure No. 2.
3. UNITED CONSULTING shall prepare and submit Stage 1 level plans to the CLIENT for review and acceptance.
4. UNITED CONSULTING shall organize, schedule and attend a Field Check after acceptance of the Stage 1 level plans by the CLIENT.
5. UNITED CONSULTING shall prepare and submit Stage 2 level plans to the CLIENT for review and acceptance.
6. UNITED CONSULTING shall prepare and submit Stage 3 level plans to the CLIENT and INDOT for review and acceptance.
7. UNITED CONSULTING shall prepare and submit Final Tracing plans to the CLIENT and INDOT.
8. The Contract Plans, Special Provisions, and Cost Estimate shall be included in the Trail Plans.

H. HYDRAULIC ANALYSIS

1. UNITED CONSULTING shall size the proposed pedestrian bridges carrying Franklin Trail over Canary Ditch and Franklin Trail over Hurricane Creek to

meet or exceed the waterway opening of the existing adjacent bridges.

2. UNITED CONSULTING shall prepare the non-modeling worksheet and supporting documentation for the "Ineffective Area of the Contraction and Expansion Reach of a Stream Crossing". No detailed hydraulic analysis will be prepared.

I. RAILROAD AND UTILITY COORDINATION

1. UNITED CONSULTING shall identify and notify the affected Railroad Company and coordinate plans in accordance with the guidance in the Indiana Design Manual. UNITED CONSULTING shall coordinate with INDOT and the CLIENT on any required Railroad Agreements between the CLIENT and Railroad.
2. UNITED CONSULTING shall identify and notify all affected Utilities and coordinate plans for utility relocation in accordance with 105 IAC 13. UNITED CONSULTING shall prepare all required utility relocation agreements between the CLIENT and utility.

J. TITLE SEARCH

1. A parcel shall be defined as all temporary and permanent right-of-way being acquired from a single existing parcel of land. This means a single parcel could have several legal descriptions based on its configuration.
2. Determine the owners of all properties located adjacent to and in the immediate area of the project alignment, along with the legal descriptions of those properties (Preliminary Abstracting). Preliminary abstracting shall include a title search, including a search for all mortgages, easements, liens, contract sales, judgments, other encumbrances and the current legal owner and shall be performed by an INDOT pre-qualified Abstractor.

K. RIGHT-OF-WAY ENGINEERING

1. The following Right-of-Way Engineering services shall be provided to secure the permanent and temporary right-of-way needed for this project. A parcel

shall be defined as all temporary and permanent right-of-way being acquired from a single existing parcel of land. This means a single parcel could have several legal descriptions based on its configuration.

- a. UNITED CONSULTING shall provide legal descriptions for all parcel takings. The descriptions shall be prepared and certified by a registered land surveyor.
- b. UNITED CONSULTING shall provide individual packets for each parcel. Each packet shall include the following:
 - i. Legal descriptions.
 - ii. Total area before taking.
 - iii. Existing Right-of-Way and documentation thereof.
 - iv. Area of taking.
 - v. Areas of residue.
 - vi. Existing Right-of-Way to be reacquired.
 - vii. Sketch of the parcel, drawn to scale, with the above data indicted thereon.
- c. Provide Legal Instruments required for Transfer of Title and Recording with approval of the City of Franklin Attorney.
- d. UNITED CONSULTING shall be available for assistance in interpretation of the Right-of-Way documents.

L. RIGHT-OF-WAY STAKING

1. UNITED CONSULTING shall provide in the field a stakeout locating the proposed right-of-way line for the partial takings included in the parcels. The stakeout shall be made using wooden hubs driven flush with the ground and wooden laths located immediately behind the hubs at property line intersections with the proposed right-of-way lines and at changes in bearing of the proposed right-of-way lines.

M. LAND ACQUISITION MANAGEMENT

1. UNITED CONSULTING shall be responsible for administering, scheduling and coordinating all activities necessary to certify right-of-way has been acquired and the project is clear for construction letting, including meetings, conferences, and communications with Property Owners, Relocates, Attorneys, Engineers, Appraisers, Surveyors, Mortgage Companies, Buyers and the CLIENT. This task also includes obtaining all necessary mortgage releases. UNITED CONSULTING will process claim vouchers to the CLIENT for payments to property owners and relocates. UNITED CONSULTING shall maintain accurate parcel files, which will be available at reasonable times, for inspection by the CLIENT. Upon acquisition of the parcel the file shall be submitted to the CLIENT. In addition UNITED CONSULTING shall be available for consultation with the attorney for the CLIENT in any legal proceedings including pre-trial conferences and testimony, for an additional cost, if required.

N. APPRAISAL PROBLEM ANALYSIS

1. UNITED CONSULTING shall prepare a parcel-by-parcel examination of the project site to determine the extent of each taking and the appraisal approach to be utilized by the appraiser.
2. UNITED CONSULTING shall provide Indiana Department of Transportation (INDOT) approved appraisers to complete the Appraisal problem Analyses (APA's).
3. The APA report shall include a summary sheet setting out the following:
 - a. Parcel number
 - b. Owner's name
 - c. Size of property
 - d. Amount of R/W to be acquired
 - e. Types of R/W to be acquired
 - f. Recommended appraisal form

O. APPRAISALS

1. UNITED CONSULTING shall provide Indiana Department of Transportation (INDOT) approved appraisers to complete the appraisal work. UNITED CONSULTING shall submit the name of the individual who will perform the appraisals to the CLIENT for approval prior to the work being started. Owner contact will be made on all parcels.
2. The appraisal work shall comply with state laws regarding eminent domain, as well as the Uniform Standards of Professional Appraisal Practice. The appraisal work shall meet guidelines for a federally funded project.
3. The appraisal format shall be in the INDOT formats referenced below. The format used will depend upon the conditions referenced below each format type. A comparable sales Docket will be completed and will be incorporated into all of the appraisals by reference.
 - a. Waiver Valuation Report: Required on properties where the fair market value of the acquisition is less than \$10,000. Review appraising is not required on Waiver Valuation Reports.
 - b. Value Finding Appraisal: Required on properties where the fair market value of the acquisition is between \$10,000 and \$20,000.
 - c. Short Form Appraisal: May be used for either partial or total acquisitions provided there are no obsolescence or severance damages associated with the take.
 - d. Long Form Appraisal: Required on properties where severance damage exists.

P. REVIEW APPRAISALS

1. UNITED CONSULTING shall provide Indiana Department of Transportation (INDOT) approved appraisers to complete the review appraisal work. UNITED CONSULTING shall submit the name of the individual who will perform the review appraisals to the CLIENT for approval prior to the work being started. Owner contact will be made on all parcels.

2. The review appraisal work shall comply with state laws regarding eminent domain, as well as the Uniform Standards of Professional Appraisal Practice. The review appraisal work shall meet guidelines for a federally funded project.
3. The review appraisal format shall be in the INDOT formats referenced below. The format used will depend upon the conditions referenced below each format type. All parcels, which have a fair market value greater than \$10,000.00 require a review appraisal. A comparable sales Docket shall be completed and shall be incorporated into all of the appraisals by reference.
 - a. Value Finding Appraisal and Review Appraisal: Required on properties where the fair market value of the acquisition is between \$10,000 and \$20,000.
 - b. Short Form Appraisal and Review Appraisal: May be used for either partial or total acquisitions provided there are no obsolescence or severance damages associated with the take.
 - c. Long Form Appraisal and Review Appraisal: Required on properties where severance damage exists.

Q. BUYING

1. UNITED CONSULTING shall provide a Right-of-Way Buyer to negotiate the acquisition of the required land from each property owner. The buyer shall be a licensed real estate broker in the state of Indiana and on INDOT's approved list of buyers. UNITED CONSULTING shall submit the name of the individual who will be buying the parcels to the CLIENT for approval prior to the work being started.

R. CONSTRUCTION INSPECTION

1. Engineering Personnel
 - a. For the fulfillment of all services outlined in Section 2 below, UNITED CONSULTING will provide a full-time Resident Project Representative,

Inspectors, Engineering Support, Clerical, and Accounting personnel as required.

- b. The qualifications of personnel provided by UNITED CONSULTING are subject to approval by the CLIENT and INDOT.
- c. The Resident Project Representative will take direction from and report to the INDOT Area Engineer and the CLIENT's Project Coordinator on all matters concerning contract compliance and administration.

2. Engineering Responsibilities

- a. Review the Contractor's construction schedule and provide the CLIENT with documentation concerning acceptability.
- b. Attend any pre-construction conferences, organize progress meetings, and any other job conferences as required and provide a written record of the meeting minutes.
- c. Serve as the project liaison by working principally through the Contractor's field Superintendent or other designated authority. Any deviation from the plans or specifications will be reported to the appropriate CLIENT or INDOT representative.
- d. Obtain from the Contactor a list of proposed suppliers and sub-contractors and obtain sufficient information for the proper execution of work.
- e. Furnish all equipment necessary to sample and test materials in accordance with the frequency of sampling requirements.
- f. Obtain field samples of materials as required and deliver them to the appropriate laboratory or testing facility.
- g. Shop and Falsework Drawings:
- h. Review of Work, Inspection and Tests:
 - i. Conduct on-site inspections of the work for conformance with plans and specifications

- ii. Provide the necessary testing of materials as prescribed by the frequency of testing manual.
 - iii. Accompany authorized visitors to the project and provide a detailed report of the site visits.
- i. Collaborate with the Engineer of Record with suggestions for modifications to the project drawings and/or specifications.
- j. Records:
 - i. Prepare and maintain at the jobsite orderly files of all relevant project documentation including a diary recording all pertinent project information.
 - ii. Maintain a set of record as-built drawings and prepare the appropriate information necessary to complete a Final Construction Record.
- k. Furnish as required, all reports associated with the execution of the project work.
- l. Prepare and submit for processing, periodic progress estimates related to payment with the Contactor.
- m. UNITED CONSULTING representatives will regulate their work week to generally conform to the Contractor's hours.
- n. The Contractor shall be responsible for all safety on the project in accordance with INDOT Standard Specification 107.08. UNITED CONSULTING shall not be responsible for supervising, directing or controlling the work of the Contractor or their sub-contractors.
- o. UNITED CONSULTING acknowledges and agrees that any firm or individual associated with UNITED CONSULTING cannot accept or perform any work for the Contractor, material suppliers or subcontractors on this project.
- p. Changes to the project:
 - i. Review the claim and compare with all approved contract documents

- ii. Determine the validity of the claim
- iii. Determine the work elements and costs associated with the claim
- iv. Review all supporting documentation necessary to perform the changes
- v. Determine cost and schedule impacts and method of payment
- vi. Determine impacts of change to project funding limitations
- vii. Submit to INDOT Area Engineer, CLIENT Representative and Designer of Record
- viii. Receive documented approval from INDOT, CLIENT, and Designer of Record
- ix. Input approved Change Order into Site Manager
- x. Any approved changes to the project that impact the total project cost or extend the project schedule shall be considered a substantial change to the scope of work in accordance with Section 6 of this CLIENT-Consulting Contract

Services by CLIENT

The CLIENT shall furnish UNITED CONSULTING with the following:

1. Guarantee access to enter upon public and private lands as required for the UNITED CONSULTING 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.
3. Plans of existing trail, road, and bridge Plans within the project limits.
5. All written views pertinent to the location and environmental studies that are received by the LPA or INDOT District Office.
6. Traffic assignments, Traffic Data (existing), Traffic Volume Projections (year 2014 and 2034), Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting).
7. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources).
8. Available data from the transportation planning process.

9. Utility plans available to the CLIENT and the INDOT District Office covering utility facilities govern the location of signals and underground conduits throughout the affected areas.
10. Provide access to enter upon public and private lands as required for UNITED CONSULTING to perform work under this Contract.
11. Actual relocation and land acquisition costs.
12. All legal services as may be required for development of the project.
13. Existing water quality data.
14. Utility relocation design and plans for City owned utilities.

Schedule

All work by UNITED CONSULTING under this Agreement shall be completed and delivered to the CLIENT for review and approval within the following time periods:

A. DESIGN SURVEY

1. Field Survey shall be completed 60 calendar days after receipt of Notice to Proceed on Design/Environmental Services.

B. GEOTECHNICAL EVALUATION

1. Final approved Geotechnical Report within 60 calendar days after completion of Preliminary Field Check.

C. ENVIRONMENTAL SERVICES

1. Categorical Exclusion, Level 2 shall have Draft submission within 289 calendar days after receipt of Notice to Proceed on Design/Environmental Services.

D. WATERWAY PERMITS (401, 404 & CIF)

1. All regulatory permits applications submitted to applicable agencies within 180 calendar days of receipt of CLIENT approval of Stage 2 Plans.

E. IDEM RULE 5 PERMIT, SWPP PLAN, and TE & SC Plans

1. All regulatory permits applications submitted to applicable agencies within 180 calendar days of receipt of CLIENT approval of Stage 2 Plans.

F. TRAIL DESIGN AND PLANS

1. Stage 1 Plan submission within 60 calendar days after completion of the Survey.
2. Preliminary Field Check submission and conduct local field check within 30 calendar days after receipt from CLIENT of approval of Stage 1 Plans.
3. Stage 2 Plan submission within 15 calendar days after the Preliminary Field Check submission.
4. Stage 3 Plan submission concurrent with the approval of Final Categorical Exclusion document and within 180 calendar days after receipt from the CLIENT of approval of Stage 2 Plans.
5. Final Tracings submission with Cost Estimates and Special Provisions within 60 calendar days after receipt of the CLIENT and INDOT approval of the Stage 3 submission.
6. Final package with an Opinion of Probable Construction Costs and Special Provisions to be submitted no less than 77 calendar days prior to INDOT Letting.

G. PEDESTRIAN BRIDGE DESIGN AND PLANS

1. Stage 1 Plan submission within 60 calendar days after completion of the Survey.
2. Preliminary Field Check submission and conduct local field check within 30 calendar days after receipt from the CLIENT of approval of Stage 1 Plans.
3. Stage 2 Plan submission within 15 calendar days after the Preliminary Field Check submission.
4. Stage 3 Plan submission concurrent with the approval of Final Categorical Exclusion document and within 180 calendar days after receipt from the CLIENT of approval of Stage 2 Plans.

5. Final Tracings submission with Cost Estimates and Special Provisions within 60 calendar days after receipt of the CLIENT and INDOT approval of the Stage 3 submission.
6. Final package with an Opinion of Probable Construction Costs and Special Provisions to be submitted no less than 77 calendar days prior to INDOT Letting.

H. HYDRAULIC ANALYSIS

1. The non-modeling worksheet and supporting documentation to be submitted concurrent with the Indiana Department of Natural Resources Construction in a Floodway permit application.

I. RAILROAD AND UTILITY COORDINATION

1. Identify Utility contacts within 30 calendar days after notice to proceed with Design/Environmental Services.
2. Distribute preliminary plans to utilities within 30 calendar days of completion of the Stage 1 Plans.
3. Distribute Preliminary Field Check Plans to utilities prior to Preliminary Field Check meeting and coordinate conflicts within 60 calendar days from Preliminary Field Check Meeting.
4. Distribute Stage 3 Plans to utilities and request Utility Work Plans within 60 calendar days of the completion of Stage 3 Plans.
5. Final Utility Coordination and Agreements within 60 calendar days of CLIENT approval of the Stage 3 Plans.

J. TITLE SEARCH

1. All parcels to be completed concurrently with right of way engineering.

K. RIGHT OF WAY ENGINEERING

1. All parcels to be completed within 45 calendar days from approval of Stage 2 plans.

L. RIGHT OF WAY STAKING

1. Staking to be provided within 7 calendar days of request to provide staking.

M. LAND ACQUISITION MANAGEMENT

1. Land acquisition management to be completed concurrently with all land acquisition work.

N. APPRAISAL PROBLEM ANALYSIS

1. All parcels complete within 30 calendar days from completion of right of way engineering.

O. APPRAISAL

1. All parcels complete within 45 calendar days from CLIENT approval of APA's.

P. REVIEW APPRAISAL

1. All parcels complete within 30 calendar days from completion of Appraisals.

Q. BUYING

1. All parcels secured within 90 calendar days from CLIENT approval of offers.

R. CONSTRUCTION INSPECTION

1. Schedule to be determined after completion of the Final Tracings, in conjunction with the CLIENT and the INDOT Seymour District Area Construction Engineer.

APPENDIX D

Compensation

A. Amount of Payment

1. UNITED CONSULTING shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 657,695.00 unless a modification of the Agreement is approved in writing by the CLIENT.
2. UNITED CONSULTING will be paid for the work performed under this Agreement on a lump sum basis in accordance with the following schedule:

a.	Design Survey	\$ 55,000
b.	Geotechnical Investigation	\$ 26,300
c.	Categorical Exclusion, Level 2	\$ 15,000
d.	US Waters Report	\$ 1,860
e.	Archaeological Field Reconnaissance	\$ 3,200
f.	Historic Properties Report	\$ 9,900
g.	Corridor Environmental Assessment	\$ 3,460
h.	Waterway Permits (401, 404 & CIF)	\$ 8,100
i.	IDEM Rule 5 Permit, SWPP Plan, TE&SC Plans	\$ 15,000
j.	Trail Design and Plans	\$130,500
k.	Pedestrian Bridges Design and Plans	\$ 45,000
l.	Hydraulic Analysis	\$ 5,000
m.	Railroad & Utility Coordination	\$ 20,000

3. UNITED CONSULTING will be paid Unit Rates for the Right-of-Way Engineering services under this Agreement in accordance with the following schedule:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
a. Title Search	14	\$ 375	\$ 5,250
b. Right of Way Engineering	14	\$ 2,400	\$ 33,600
c. Right of Way Staking	14	\$ 400	\$ 5,600

4. UNITED CONSULTING will be paid Unit Rates for the Land Acquisition services performed under this Agreement in accordance with the following schedule:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
a. Land Acquisition Mgmt.	9	\$1,400	\$ 12,600
b. Appraisal Problem Analysis	9	\$ 200	\$ 1,800
c. Buying	9	\$ 1,475	\$ 13,275

5. UNITED CONSULTING will be paid Lump Sum for the Land Acquisition services performed under this Agreement in accordance with the following schedule:

a. Appraisal (9)	\$ 15,900
b. Review Appraisal (7)	\$ 6,850

6. UNITED CONSULTING will be paid for Construction Inspection on an hourly basis at the not-to-exceed amount of: \$ 224,500

7. UNITED CONSULTING shall not be paid for any service performed by the CLIENT or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment

1. UNITED CONSULTING may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CLIENT. The invoice voucher shall represent the value, to the CLIENT, of the partially completed work as of the date of the invoice voucher. UNITED CONSULTING shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments.
2. The CLIENT for and in consideration of the rendering of UNITED CONSULTING services provided for in Appendix "A", agrees to pay UNITED CONSULTING for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CLIENT.
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 item 7, (changes in work) of the General Provisions, set out in this Agreement.

APPENDIX E

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker & Associates 7364 E. Washington Street Indianapolis IN 46219	CONTACT NAME: Angie Cook PHONE (A/C No. Ext): (317) 759-9315 FAX (A/C No.): (317) 351-7149 E-MAIL ADDRESS: Angie@walkeragency.com
INSURED United Consulting 1625 N. Post Road Indianapolis IN 46219-1995	INSURER(S) AFFORDING COVERAGE INSURER A: Indiana Insurance Co. NAIC # 22659 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Master 2012-13 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BOP4866690	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA4866689	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8810204	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC8889004	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Franklin Travis Underhill, City Engineer 70 East Monroe Street Franklin, IN 46124	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Angie Cook/ARC
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INS025 (201005) 01

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2013

PRODUCER PROFESSIONAL DESIGN INS MGMT CORP PO Box 501130 Indianapolis, IN 46250 (317) 570-6945		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED United Consulting 1625 N. Post Road Indianapolis, IN 46219-1995		INSURERS AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	RDP0009044	12/22/2012	12/22/2013	\$2,000,000 limit each claim and \$2,000,000 in the aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Franklin 70 East Monroe Street Franklin, IN 46124 Attn: Travis Underhill, City Engineer	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Don Burton</i>
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ACORD 25 (2001/08)

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