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:	7/28/2015		Requested Meeting Date:		8/3/2015
			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.					
Request the approval of a Professional Services Agreement with Crossroad Engineers, PC for the design of the King Street West of Forsythe Street Reconstruction Project.					
Supporting documents: All supporting documents should be submitted with the request form.					
1. Professional Services Agreement					
2.					
3.					
4.					

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at jalexander@franklin.in.gov or call 317-736-3609.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated _____is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety ("OWNER") and **CrossRoad Engineers, PC**, ("CONSULTANT") an Indiana corporation organized under the laws of the State of Indiana.

RECITALS

WHEREAS, OWNER wishes to hire CONSULTANT to provide certain professional services with respect to **King Street Reconstruction from west of Edwards Street to Forsythe Street** ("Project"); and

WHEREAS, CONSULTANT has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, 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 CONSULTANT

The engineering services to be performed by CONSULTANT are described in the Fee Proposal letter dated July 10, 2015 and presented as Appendix "A", which is attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by OWNER

The information and services to be furnished by OWNER 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

CONSULTANT 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 CONSULTANT under this Agreement, OWNER agrees to pay CONSULTANT 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

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

2. Ownership of Documents

   All reproducible materials prepared by CONSULTANT or its subconsultants 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 the OWNER.

   CONSULTANT 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.

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

4. Liability for Damages

CONSULTANT 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 OWNER.

5. General Liability Insurance

a. Amounts of Coverage. CONSULTANT 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 CONSULTANT.

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

6. Worker's Compensation

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

7. Changes in Work

a. Prior Approval. CONSULTANT shall not commence any additional services or change of scope until authorized by OWNER.

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 CONSULTANT's control.

ii. Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other dispute resolution process related to the Project that does not involve a claim against CONSULTANT or a claim that is based on an alleged act of negligence or breach of contract by CONSULTANT.

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 OWNER's facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the 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

CONSULTANT and its subconsultants, 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 origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

9. Safety

a. Responsibility. CONSULTANT shall be directly responsible for the safety requirements and programs applicable to its own employees, its subconsultants and other parties with whom it has contracted to perform Services with respect to the Project.

b. Compliance. CONSULTANT's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. CONSULTANT shall report to OWNER, in writing, any injury or accident at the Project site involving its employees, its subconsultants 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. CONSULTANT shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than CONSULTANT and its subconsultants.

10. Independent Contractor

OWNER and CONSULTANT 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 subconsultants of the other party. CONSULTANT shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

11. Indemnification

CONSULTANT agrees to indemnify OWNER, its officials, and employees, and to hold each of them harmless from claims and suits, including court costs, attorney's fees, and other expenses caused by any negligent act, effort or omission of, or by any recklessness or willful misconduct by CONSULTANT, its employees, or subconsultants. CONSULTANT'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:

To OWNER; **City Engineer**
70 East Monroe Street
Franklin, Indiana 46124

To CONSULTANT: **CrossRoad Engineers, PC**
3417 Sherman Drive
Beech Grove, Indiana 46107

13. Authority to Bind Consultant

CONSULTANT warrants that it has the necessary authority to enter into this Agreement. The signatory for CONSULTANT represents that he/she has been duly authorized to execute this Agreement on behalf of CONSULTANT and has obtained all necessary or applicable approval to make this Agreement fully binding upon CONSULTANT when his/her signature is affixed hereto.

14. Successors and Assignees

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

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 OWNER or CONSULTANT 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.

20. Employment Eligibility Verification

CONSULTANT affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, CONSULTANT is not required to participate if CONSULTANT is self-employed and does not employ any employees.

CONSULTANT shall not knowingly employ or contract with an unauthorized alien. CONSULTANT shall not retain an employee or contract with a person that CONSULTANT subsequently learns is an unauthorized alien.

CONSULTANT shall require its subconsultants, who perform work under this Agreement, to certify to CONSULTANT that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. CONSULTANT agrees to maintain this certification throughout the duration of the term of an agreement with a subconsultant.

OWNER may terminate for default if CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by OWNER.

21. No Investment in Iran

As required by IC 5-22-16.5, CONSULTANT certifies that it is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Agreement and denial of future agreements, as well as an imposition of a civil penalty.

[Signature page follows]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears within this Agreement.

In Witness Whereof, the CONSULTANT and the OWNER have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

CROSSROAD ENGINEERS, PC
BEECH GROVE, INDIANA
(CONSULTANT)

Signature

Walter E. Charles, President
(Print or type name and title)

Attest:

Signature

Trent E. Newport, Vice Pres.
(Print or type name and title)

CITY OF FRANKLIN
BOARD OF PUBLIC WORKS AND SAFETY
FRANKLIN, INDIANA
(OWNER)

Signature

Joseph McGuinness, Mayor
(Print or type name and title)

Attest:

Signature

Janet P. Alexander, Clerk-Treasurer
(Print or type name and title)

APPENDIX "A"

July 10, 2015

Mr. Travis Underhill, P.E.
City Engineer
City of Franklin
70 E. Monroe Street
Franklin, IN 46131

RE: Fee Proposal
King Street
Franklin, Indiana

Dear Travis:

CrossRoad Engineers is pleased to present this Scope of Services and Fee Proposal to provide professional services associated with the reconstruction of King Street from west of Edwards Street to Forsythe Street. This project will include new pavement, storm sewers, sanitary sewers, curbs, curb ramps, sidewalk on the south side, bituminous path on the north side, and lighting.

We have based our Fee Proposal on the aforementioned assumptions. The following Scope of Services is designed to assist you in the development of this project:

A. SUPPLEMENTAL TOPOGRAPHIC SURVEY

The vast majority of the project area was surveyed previously as part of the original Greenway survey. Therefore, CrossRoad Engineers will perform the field work and office work necessary to complete supplemental Topographic Survey for this project. Included will be information such as one foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities. This survey will also all research, office work, and field work necessary to re-establish the existing Right-of-Way throughout the length of the project.

B. PRELIMINARY PHASE

After the survey is completed, we will prepare a preliminary layout that will identify the existing site amenities and will identify proposed project features such as the proposed street improvements, sidewalks, drainage structure improvements, lighting, etc. Once the layout has been completed, we will meet with you to discuss and make any necessary adjustments. This plan will then be used to complete the design of the project.

C. DESIGN & CONSTRUCTION DRAWINGS

We will design all of the elements of the development necessary to insure the workability of:

- Street improvements
- Sidewalk, path, ramps, crosswalks
- Storm and Sanitary structures as necessary
- Drainage and grading
- Street and walk lighting

Construction drawings will be prepared in accordance with all state and local laws and ordinances and will include the following:

- Storm structures & drainage
- Sanitary structures & sewers
- Profiles, Grading & Construction Details
- Erosion control plans
- Maintenance of Traffic Details

D. REGULATORY SUBMITTALS & BIDDING PHASE

We will prepare the necessary applications for submittal and review and/or approval of the construction plans prepared as part of this agreement. This task will include engineer's estimates as well as the necessary administration services for preparing the submittals as well as time associated with the coordination efforts with the local regulatory agencies. This work will also include the services necessary to facilitate bidding of the project.

E. CONSTRUCTION STAKING, INSPECTION & AS-BUILT PLANS

Once design is complete, CrossRoad Engineers will perform construction staking, inspection, and as-built plans for this project. This work will be provided on an hourly basis with a Not-to-Exceed amount as indicated herein.

During the 2016 construction season (estimated 2 months), we have budgeted 8 hours per week for the Director and 50 hours per week for the Resident Project Representative for the duration of the project. We will also be providing construction staking services and provide as built plans once the project is completed. All of this will be performed on an

hourly basis in accordance with the attached schedule of hourly rates (subject to change in 2016).

F. METHOD FOR PAYMENT OF ENGINEERING FEES

During the course of this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document as Attachment "A". Prior to preparing these invoices, we will contact you to discuss the amount of work that is complete and, therefore, the dollar amount that each invoice will be. These invoices will be submitted by the 5th of each month and will become due by the 30th of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month.

G. UNDERSTANDINGS

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Also, should the City decide to cancel the project at any time on the phases worked on up until that time will be invoiced.

Items not included are acquisition of building permits, sanitary sewer connection permits, regulatory fees to accompany permit applications, and permits normally obtained by the contractor(s). Payment for these items will not be the responsibility of CrossRoad Engineers.

We are ready to begin and appreciate your allowing CrossRoad Engineers to design this project for you. If you have any questions, please call me at 780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

Trent E. Newport, P. E., L. S.
Vice-President

Please signify your acceptance by signing below:

City of Franklin Date

APPENDIX "B"

SERVICES BY OWNER

OWNER shall furnish CONSULTANT with the following:

1. Guarantee access to enter upon public and private lands as required for CONSULTANT 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.

4. Plans of existing facilities within the limits of the Project.

5. Existing traffic data, traffic assignments, traffic volume projections, traffic signal warrants, and traffic lighting warrants.

6. Necessary permit forms and permit processing, and payment of any permit applications fees, advertisements, etc.

7. Utility plans available to OWNER for utility facilities throughout the limits of the Project.

8. All legal services as may be required for the development of the Project.

9. Utility relocation design and plans for City owned utilities.

APPENDIX "C"

SCHEDULE

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

A. The Supplemental Topographic Survey shall be completed within 15 days after receipt of Notice to Proceed.

B. The Preliminary Phase shall be completed within 30 days after receipt of Notice to Proceed.

C. The Design & Construction Drawings shall be completed within 45 days after approval by OWNER of the Preliminary Phase.

D. The Regulatory Submittals & Bidding Phase shall be completed within 45 days after approval by OWNER of the Preliminary Phase.

E. The schedule for the Construction Staking, Inspection & As-Built Plans shall be determined in conjunction with OWNER after the previous phases of work are complete.

APPENDIX "D"

FEE SCHEDULE

I. AMOUNT OF PAYMENT –

1. CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed $114,000 unless a modification of the Agreement is approved in writing by OWNER.

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

A.	SUPPLEMENTAL TOPOGRAPHIC SURVEY	$ 2,000
B.	PRELIMINARY PHASE	$ 2,500
C.	DESIGN & CONSTRUCTION DRAWINGS	$ 36,000
D.	REGULATORY SUBMITTALS & BIDDING PHASE	$ 3,500
	TOTAL LUMP SUM	**$ 44,000**

3. CONSULTANT shall be for the following work task performed under this Agreement on an hourly basis at the not-to-exceed amount listed using the attached Hourly Billing Rates schedule.

E.	CONSTRUCTION STAKING, INSPECTION & AS-BUILT PLANS	$ 70,000
	TOTAL HOURLY (not-to-exceed)	**$ 70,000**

4. CONSULTANT shall not be paid for any service performed by OWNER or services not required to develop this Project. Costs for routine photocopy and paper reproduction, cellular phone costs, and computer time costs will not be paid as a reimbursable as these are included in the above fees and overhead costs.

5. Any permit application fees, public notice fees, or other such expenses that may be incurred by CONSULTANT in the performance of the Work under this Agreement shall be reimbursed as Other Direct Costs in accordance with the attached Hourly Billing Rates schedule.

APPENDIX "D"

II. METHOD OF PAYMENT –

1. CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to OWNER. The invoice voucher shall represent the value, to the OWNER, of the partially completed work as of the date of the invoice voucher. CONSULTANT shall attach thereto a summary of each pay item in Section I.2. of this Appendix, percentage completed and prior payments.

2. OWNER, for and in consideration of the rendering of CONSULTANT's services provided in Appendix "A", agrees to pay CONSULTANT for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by OWNER.

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 specific fee shall be adjusted in accordance with Item 7. – Changes in Work of Section VI – General Provisions, set out in this Agreement.

APPENDIX "D"

HOURLY BILLING RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
DESIGN	
Principal	$ 150.00
Director	140.00
Senior Project Manager	125.00
Project Manager	110.00
Project Engineer	95.00
Assistant Project Engineer	80.00
R/W Manager	90.00
CADD Manager	95.00
CADD Technician	80.00
INSPECTION	
Director	$ 140.00
Resident Project Representative	110.00
Asst Resident Project Representative	100.00
Project Inspector	90.00
Assistant Project Inspector	70.00
SURVEY	
Survey Manager	$ 115.00
Assistant Survey Manager	85.00
Survey Crew – 1 Man	105.00
Crew Chief	85.00
Field Man	65.00
Researcher	80.00
Survey Technician	80.00
MISCELLANEOUS	
Mileage (per mile)	$ 0.52
Other Direct Costs	at cost +15%

CrossRoad Engineers, PC

3417 Sherman Drive

Beech Grove, Indiana 46107

Rates Effective through December, 2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2015

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	CONTACT NAME: Peggy Armour
Walker & Associates 7364 E. Washington Street Indianapolis IN 46219	PHONE (A/C, No, Ext): (317) 353-8000 FAX (A/C, No): (317) 351-7149 E-MAIL ADDRESS: peggy@walkeragency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	
INSURER B : Catlin Insurance Company, Inc.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Crossroad Engineers PC
3417 S Sherman Dr

Beech Grove IN 46107

COVERAGES **CERTIFICATE NUMBER:** CL1521904619 **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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			PSB0003927	10/25/2014	10/25/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			PSA0001922	10/25/2014	10/25/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PSE0002196 *	10/25/2014	10/25/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0002860	10/25/2014	10/25/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY (claims-made form)			AED2068690215	2/15/2015	2/15/2016	Each Claim Limit Aggregate Limit	1,000,000 1,000,000

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

* Umbrella liability does not extend over professional liability.

The City of Franklin is listed as an additional insured for general liability per CG2010 (07/04) and CG2037 (07/04), or their equivalent, when required by written contract or agreement. General Liability, Automobile and Umbrella coverage are provided on a primary, non-contributory basis. General Liability, Automobile and Workers Compensation include blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures and/or contract liability. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

CERTIFICATE HOLDER

City of Franklin
70 E. Monroe St.
Franklin, IN 46131-2358

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

Peggy Armour/PMA Peggy Armour

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