

**BOARD OF PUBLIC WORKS AND SAFETY** (Form B-01-2012)  
**Agenda Request Form**

*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.*

<b>Date Submitted:</b>	10/15/2015	<b>Meeting Date:</b>	10/19/2015
<b>Contact Information:</b>			
<b>Requested by:</b>	Rick Littleton – DPW Superintendent		
<b>On Behalf of Organization or Individual:</b>	DPW		
<b>Telephone:</b>	317-736-3640		
<b>Email address:</b>	<a href="mailto:rlittleton@franklin.in.gov">rlittleton@franklin.in.gov</a>		
<b>Mailing Address:</b>	796 S. State Street		
<b>Describe Request:</b>			
Approval of Professional Services Agreement with Wessler Engineering for Wastewater System Master Plan			
<b>List Supporting Documentation Provided:</b>			
Professional Services Agreement			
<b>Who will present the request?</b>			
<b>Name:</b>	Rick Littleton	<b>Telephone:</b>	317-736-3640

*In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.*

**AGREEMENT  
BETWEEN  
CITY OF FRANKLIN, INDIANA  
AND  
WESSLER ENGINEERING, INC.  
FOR**

**WASTEWATER SYSTEM MASTER PLANNING**

THIS AGREEMENT, entered into by and between the City of Franklin, Indiana (hereinafter named OWNER) and Wessler Engineering (hereinafter named ENGINEER):

WITNESSETH THAT:

WHEREAS, the OWNER has need for Engineering Services to plan future improvements to the sanitary collection system and wastewater treatment plant to accommodate and provide service for future growth; and

WHEREAS, the ENGINEER proposes to provide Professional Services to the OWNER for planning of future sanitary collection and treatment system improvements, herein described as the PROJECT; and

WHEREAS, the Project shall consist of two main parts: (1) a Sanitary Sewer Master Plan and (2) Wastewater Treatment Plant Expansion Facilities Plan; and

WHEREAS, the ENGINEER has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this Agreement for the above-described PROJECT.

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

**ARTICLE I  
SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES**

A. Sanitary Sewer Master Plan

1. Description

This portion of the Project consists of identifying improvements needed to extend sanitary sewer service to areas of anticipated future growth.

2. Data Collection

- a. Consult with Owner to refine the areas and limits of potential future development (Study Areas) anticipated over a 20-year period.
  - b. Gather and study available pertinent information, including previous Master Plans and collection system studies, existing sanitary sewer maps, drawings, reports, studies, zoning maps, proposed land use information, Johnson County GIS parcel and right-of-way shape files, contour maps, USGS quadrangle maps, etc.
3. Engineering Evaluation of Existing Conveyance Capacities
- a. Provide the following services to evaluate the available capacity in portions of the existing sewer system that will convey flows from the future Study Areas (Conveyance Areas).
  - b. Evaluate available lift station capacities, flow data, pump run-time data, and rainfall data for existing lift stations in the Conveyance Areas. Compare lift station flow and run-time data to rainfall data to determine wet weather trends.
  - c. Based upon the above items, recommend flow meter locations in the Conveyance Areas to determine existing flows and wet-weather trends to assist in determining available capacities. Provide one (1) day of on-site verification of proposed temporary flow meter locations.
  - d. Flow metering services will be provided separate from this Agreement and is anticipated for a 3-month period.
4. Engineering Evaluation of Future Service Areas
- a. Utilize land use information to calculate average wastewater flows anticipated from the Study Areas. Apply peaking factors to the average flows to determine peak flows to estimate sanitary interceptor sizes and lift station locations needed for the Study Areas.
  - b. Prepare conceptual layouts of the interceptor and trunk sewer routes with consideration given to watershed characteristics in order to maximize the serviceable area with minimal interceptor depth and minimal lift stations.
  - c. Calculate estimated depths of the proposed interceptor and trunk sewers by identifying the most hydraulically remote points in the Study Areas and calculating the drop required to reach the interceptor. Elevation and contour information available from the Indiana Spatial Data Portal will be used to determine service point elevations and ground profiles.
  - d. Consider existing land characteristics in order to minimize easement acquisitions on productive land and to avoid wetlands.
  - e. Determine the capacity and routing of interceptor sewers needed to serve the Study Areas and placement of necessary lift stations.
  - f. Evaluate flow metering data to determine the estimated capacity available in the existing Conveyance Areas to convey the estimated future flows from the

Study Areas. Determine improvements necessary to convey the future flows to the WWTP.

5. Incorporate the findings of the evaluation into a Sanitary Sewer Master Plan (Report). The Report will be presented in a Standard Engineering format and will not be written to comply with SRF, USDA-RD, and/or Indiana OCRA format requirements. The Report will include the following:
  - a. Description of the existing situation and need for the Project.
  - b. Map of the Project Planning Area, showing location of the current and future Service Areas.
  - c. Preliminary flow estimates, conceptual size and routing of future interceptor and trunk sewers, and proposed locations and ultimate sizing of lift stations to serve the Study Areas.
  - d. Recommended improvements to the existing collection system to convey the estimated future flows from the Study Areas.
6. Attend up to two (4) review meetings with the Owner's staff to review the status of the findings and obtain Owner review and feedback on preliminary sewer layouts.
7. Submit a Draft Report to the Owner for review. Review the findings, results, and conclusions of the report with Owner. Make final changes following the review and submit up to eight (8) hard copies and one (1) electronic pdf version.

B. Wastewater Treatment Plant Expansion Facilities Plan

1. Description

This portion of the Project shall consist of identifying additional facilities for a wastewater treatment plant (WWTP) expansion. The condition and capacities of the existing wastewater treatment plant facilities will also be evaluated and improvements identified.
2. Prepare for and conduct a kick-off review meeting with the Owner to confirm the Owner's objectives and the Engineer's approach. This meeting will be used to clarify responsibilities and how information exchange will be managed between the Owner and Engineer, and will provide both parties the opportunity to discuss planning related issues and agree upon the final study criteria.
3. Review applicable previous engineering drawings, specifications, shop drawings, O&M manuals, IDEM Construction Permit and Design Summary, NPDES Permit and other available information related to the existing WWTP facilities. These items shall be furnished by the Owner.
4. Obtain and review readily available flow and operations data for the past three (3) years to determine average and peak flows and organic loadings to the WWTP. Estimate future design flows to determine future design organic loading and hydraulic capacities anticipated for the WWTP expansion.

5. Request a Preliminary Effluent Limits (PEL) letter from IDEM for preliminary NPDES limits based on anticipated future design flows.
6. Provide an engineering evaluation for improvements to the existing WWTP to determine the additional processes and equipment needed to meet the anticipated future design flows and loadings, NPDES permit limits, and current standards. The engineering evaluation shall also include sludge treatment, storage, and disposal alternatives. Provide a net-present value analysis of the alternatives evaluated, including estimated O&M costs.
7. Evaluate alternatives for phosphorus treatment consisting of chemical phosphorus removal (Chem-P) and enhanced biological phosphorus removal (Bio-P).
  - a. Chem-P Evaluation
    - i. Evaluate options for new chemical feed facilities, including the following:
      - 1) Alum, ferric chloride, and sodium aluminate.
      - 2) Indoor versus outdoor storage tanks.
      - 3) Sizing of storage tanks and chemical feed system.
      - 4) Locations of proposed facilities.
      - 5) Locations of feed points.
    - b. Estimate future sludge production for Chem-P and evaluate expansion and improvements required for the solids handling facilities, including digestion, dewatering, storage, and disposal.
    - c. Bio-P Evaluation
      - i. Review raw sewage influent data for constituents favorable to Bio-P removal. This is a critical analysis to determine if the waste stream contains the proper levels and ratios of constituents to promote Bio-P removal. Lab testing for volatile fatty acid levels may be necessary. Outside lab testing to be provided by and paid for by Owner.
      - ii. If the wastewater constituents are determined to be favorable to utilizing Bio-P, perform the following tasks.
      - iii. Coordinate with equipment manufacturers to evaluate and review options for process improvements for converting to biological phosphorus removal.
      - iv. Evaluate options for new Bio-P facilities, including the following:
        - 1) Sizing, location, and mixing for new anaerobic selector tanks.
        - 2) Rerouting of raw influent and RAS flows to selector tank and flow distribution to existing oxidation ditches.
        - 3) Instrumentation and controls for Bio-P operation

- v. Estimate future sludge production for Bio-P and evaluate expansion and improvements required for the solids handling facilities, including digestion, dewatering, storage, and disposal.
  - d. Determine the net present value (NPV) of both phosphorus removal options by incorporating construction budget capital costs with estimated O&M costs for a comparison and selection of the long-term cost-effective solution.
8. Prepare preliminary opinion of construction budgets for the wastewater treatment alternatives evaluated.
  9. Incorporate the findings of the evaluation into a WWTP Expansion Facilities Plan Report (Report). The Report will be presented in a Standard Engineering format and will not be written to comply with SRF, USDA-RD, and/or Indiana OCRA format requirements. The Report will include the following:
    - a. Description of the existing situation and need for the Project.
    - b. Prepare a preliminary design summary for the WWTP expansion and proposed WWTP site layout showing capacity and type of wastewater treatment unit processes.
    - c. Prepare sludge handling, management, and disposal recommendations.
    - d. Prepare a recommendation of the overall proposed project based upon evaluation of alternatives above.
    - e. Preparation of preliminary project budget, including construction, land and right-of-way, legal, engineering, accounting, contingencies, and other costs associated with the proposed project. The Engineer's opinion of project budget will be based on preliminary "order of magnitude" costs to give the Owner a general idea for the budget needed for the improvements.
    - f. Proposed timeline/schedule for the recommended improvements.
  10. Attend up to two (4) review meetings with the Owner's staff to review the status of the findings and obtain Owner review and feedback on processes and equipment considered for increasing capacity.
  11. Submit a Draft Report to the Owner for review. Review the findings, results, and conclusions of the report with Owner. Make final changes following the review and submit up to eight (8) hard copies and one (1) electronic pdf version.

**ARTICLE II**  
**ADDITIONAL PROFESSIONAL SERVICES**

If authorized in writing by the OWNER, the ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. Services resulting from significant changes in the scope, extent, or character of the Project or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction; and revising previously accepted studies,

- reports, Drawings, Specifications, Task Orders, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the preparation of such documents or are due to any other causes beyond Engineer's control.
- B. Services required as a result of Owners providing incomplete or incorrect Project information and such was not known to or reasonably discoverable by Engineer.
  - C. Owner requested revisions to the Engineer's work following previous approval, acceptance, or concurrence of that work by the Owner.
  - D. The evaluation of alternatives, means, or methods to determine options or ways to reduce costs after prior Owner approval of the Project, or beyond those described in Basic Engineering Services.
  - E. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner when existing drawings are incomplete or not available, and which Engineer has relied upon as being available, accurate and true.
  - F. Engineering services related to "green" design, sustainable design, or to achieve any level of USGBC LEED certification.
  - G. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  - H. Special project insurance requirements and associated premiums beyond that provided in the aforementioned Basic Services fee or in excess of that currently maintained by Engineer.
  - I. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  - J. Providing assistance with Environmental Assessments, archeological reconnaissance, environmental reviews performed by others, and/or in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
  - K. Coordinating geotechnical engineering, including soil borings and rock soundings, and providing results in a soils investigation report.
  - L. Preparation of Land Title Survey and specific site surveys for obtaining easements and rights-of-way, preparing drawings and exhibits, and providing assistance to the Owner in the obtaining of easements, rights-of-way and land for the Project.

- M. Conducting or attending meetings called by the Owner with property owners, business leaders and residents to discuss easements and rights-of-way and land to be acquired, or other elements or matters of the Project.
- N. Appearances before courts, boards, or commissions on matters of public hearings, permit protests, bid protests or litigation related to the Project.
- O. Other services performed or furnished by Engineer not otherwise provided for in this Agreement. Subject to other provisions of this Agreement, services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

**ARTICLE III  
OWNER'S RESPONSIBILITIES**

The OWNER's responsibilities are contained in Attachment No. 1, Standard Terms and Conditions.

**ARTICLE IV  
SUBCONSULTANTS**

ENGINEER does not intend to subcontract portions of the Professional Services for Phase I of this Agreement.

ENGINEER reserves the right to add, remove, or replace Subconsultants with prior written approval from OWNER per the Terms and Conditions contained in Attachment No. 1, Standard Terms and Conditions.

**ARTICLE V  
COMPENSATION**

In accordance with the terms and conditions of the Agreement, the ENGINEER shall provide the professional services for which the OWNER shall compensate the ENGINEER as follows:

- A. Compensation for Professional Services – Basic Services: to be provided as described in Article I shall be on the basis of a Lump Sum Fee, as follows:

<u>Article</u>	<u>Component</u>	<u>Fee</u>
I.A	Sanitary Sewer Master Plan	\$88,000.00
I.B	WWTP Expansion Facilities Plan	<u>\$70,000.00</u>
	Total Lump Sum Fee	\$158,000.00

The Total Lump Sum Fee for the above Services will not exceed \$158,000.00 without the OWNER's written approval.

- B. If Additional Professional Services as described in Article II are authorized, compensation for providing these Services shall be on the basis of the of the actual man-hours and expenses incurred in performing the Services, at the ENGINEER'S hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2015 Hourly Rate and Reimbursable Expense Schedule is included as Attachment No. 2), plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Engineering Services.

**ARTICLE VI  
SCHEDULE**

- A. Article I.A – Sanitary Sewer Master Plan – Based upon an estimated time period of 3 months for temporary flow metering, the Draft Report will be submitted for Owner review within 210 days.
- B. Article I.B – WWTP Expansion Facilities Plan – The Draft Report will be submitted for Owner review within 150 days.
- C. Final copies of both Reports will be submitted within two (2) weeks after receiving Owner's comments on the Draft Reports.

**ARTICLE VII  
STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions of this Agreement are included as Attachment No. 1

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement. A telecopied or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement, this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

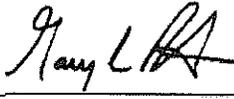
**ENGINEER**  
**WESSLER ENGINEERING, INC.**

**OWNER**  
**CITY OF FRANKLIN, INDIANA**



\_\_\_\_\_  
Brent A. Siebenthal, P.E.  
President

\_\_\_\_\_  
Honorable Joe McGuinness, Chairman  
Board of Public Works & Safety

Attest: 

\_\_\_\_\_  
Gary L. Ruston, P.E., BCEE  
Senior Project Manager

Attest: \_\_\_\_\_  
Janet P. Alexander, Clerk-Treasurer

Date: May 11, 2015

Date: \_\_\_\_\_, 2015

**ADDRESS FOR GIVING NOTICE:**

Wessler Engineering, Inc.  
6219 S. East Street  
Indianapolis, IN 46227

**ADDRESS FOR GIVING NOTICE:**

City of Franklin  
Department of Public Works  
796 South State Street  
Franklin, Indiana 46131

GLR/Y:/Proposals Qualification & Agreements/Proposals/Franklin/P2763 Franklin WW Master Plan

Attachments: No. 1 - Standard Terms and Conditions  
No. 2 - 2015 Hourly Rate and Reimbursable Expense Schedule  
No. 3 - E-Verify Affidavit  
No. 4 - Indiana Iran Investment Certification  
No. 5 - City of Franklin Affidavit  
No. 6 - Certification of Compliance with Applicable Law

## ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

### 1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

### 2. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 3. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

### 4. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the

Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

### 5. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

### 6. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to



*More than a Project™*

this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

#### **7. Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **8. General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer shall become the property of Owner.

D. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Owner's requirements specified at the time of execution of the Agreement. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

E. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally

recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

F. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

G. The Hold Harmless, Indemnification, and Insurance requirements as set forth in Attachment No. 5 are specifically incorporated herein.

#### **9. Subconsultants**

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services or terminate the Agreement as set forth above. Owner further releases Engineer from all liability associated with the performance of said entity's Services.



ATTACHMENT NO. 3

E-Verify Affidavit

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

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

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Brent A. Siebenthal

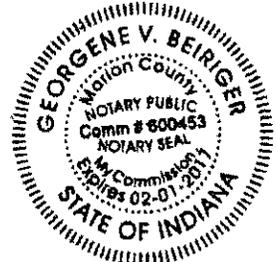
(Title): President

Important - Notary Signature and Seal Required in the Space Below

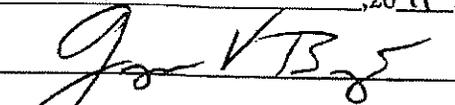
STATE OF INDIANA

SS:

COUNTY OF MARION



Subscribed and sworn to before me this 28<sup>th</sup> day of November, 2011.

My commission expires: February 1, 2017 (Signed) 

Residing in Marion County, State of Indiana

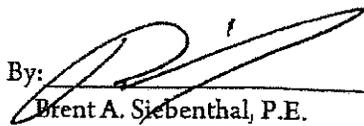
**ATTACHMENT NO. 4**

**INDIANA IRAN INVESTMENT CERTIFICATION**

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By:



\_\_\_\_\_

Brent A. Siebenthal, P.E.

President

This is **Appendix 1**, consisting of 7 pages, dated February 12, 2014

**Indemnification**

To the fullest extent permitted by law, Engineer shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin 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 Professional Services provided under this Agreement by the Engineer or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Engineer, its employees or agents, whether active or passive. The Engineer's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force.

**Insurance**

- A. ENGINEER shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from ENGINEER'S operations under this Agreement, whether such operations be by ENGINEER or by any SUB-CONSULTANTS or by anyone directly or indirectly employed by any or all of them, or by anyone for whose acts any of them maybe liable.:

<u>Coverage</u>	<u>Limits</u>
Workmen's Compensation & Disability	Statutory Requirements
Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 each accident \$500,000 policy limit \$500,000 each employee
Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury; property damage, contractual liability, products-completed operations	\$1,000,000

This is **Appendix 1**, consisting of 7 pages, dated February 12, 2014.

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense Limit (any one person) Comprehensive Auto Liability (single limit, owned, hired and non-owned) Bodily injury and property damage	\$ 5,000
Umbrella Excess Liability	\$1,000,000 each accident
	\$2,000,000 each occurrence and

This is **Appendix 1**, consisting of  
7 pages, dated February 12, 2014.

The Deductible on the Umbrella Liability \$ 10,000 shall not  
be more than

B. ENGINEER'S comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability insurance as applicable to any hold-harmless agreements.
3. Completed operations and products; which also must be maintained for a minimum period of two years after final payment and ENGINEER shall continue to provide evidence of such coverage to city on an annual basis during the aforementioned period; and
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury;
6. Independent Engineers.

C. With the prior written approval of CITY, ENGINEER may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

D. Certificates of Insurance, naming the City of Franklin as an "additional insured", showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) days prior written notice has been received by CITY.

**CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAW**

The undersigned, in consideration of contracting with and/or entering into agreements with the City of Franklin, a governmental entity, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental entity and is deemed valuable consideration in entering into a contract with the City of Franklin. The undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Franklin in the event it has failed to comply with this certification. In such event, the City of Franklin may immediately terminate any and all contracts with the undersigned. Compliance with all applicable State and Federal laws shall include, but is not limited to, the following:

- a. Execution of Non-Collusion Affidavits to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable wage scale provisions as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law. Specifically, the undersigned declares under penalty of perjury that as a term of doing business with the City of Franklin that they have enrolled in and verify the work eligibility status of newly hired employees through the E-verify program and that by their signature below they do not knowingly apply unauthorized aliens.

Furthermore, the undersigned certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.

Additionally, the undersigned certifies that they/it are not aware of any relationship between the City of Franklin and the undersigned, its agents, employees or assigns which violates Indiana's anti-nepotism laws.

I HEREBY SWEAR AND AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL OF WHICH IS SWORN TO THIS 9th DAY OF APRIL, 2014.

WESSLER ENGINEERING, INC.



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Brent A. Siebenthal, President