

## AGENDA RESERVATION REQUEST

**CITY OF FRANKLIN  
BOARD OF PUBLIC WORKS AND SAFETY**

Please type or print

<b>Date Submitted:</b>	9/14/11	<b>Meeting Date:</b>	9/20/11
<b>Contact Information:</b>			
<b>Requested by:</b>	Todd Wilkerson		
<b>On Behalf of Organization or Individual:</b>			
<b>Telephone:</b>	317.736.3631		
<b>Email Address:</b>	<a href="mailto:twilkerson@franklin-in.gov">twilkerson@franklin-in.gov</a>		
<b>Mailing Address:</b>	70 East Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Sign of LPA/Consultant Contract with Schneider Corporation for Sign Inventory and Replacement			
<b>List Supporting Documentation Provided:</b>			
Contract (INDOT Boilerplate)			
<b>Who will present the request?</b>			
<b>Name:</b>	Todd Wilkerson	<b>Telephone:</b>	

*The Franklin Board of Works meets on the 1st and 3rd Tuesday of each month at 9:30 a.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday prior to the Board of Works meeting.*

**LPA - CONSULTING CONTRACT**

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between City of Franklin, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and The Schneider Corporation ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1172117

Project Description: Preliminary Engineering for Sign Modernization Project – City of Franklin

**RECITALS**

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be eight months. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$112,880.00

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

**SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**

A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

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

5. **Certification for Federal-Aid Contracts Lobbying Activities.**

A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.
- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

- iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
- vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

- i. terminate this Contract; or
- ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **Non-Discrimination and DBE Requirements.**

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as the LPA deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the LPA, as the sub-recipient and INDOT, as the recipient, deem appropriate.

B. During the performance of this Contract, the CONSULTANT agrees as follows:

- i. The CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to in this part as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- ii. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, the LPA shall impose such sanctions as it, INDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding of payments to the CONSULTANT under this Contract until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of this Contract, in whole or in part.

C. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any

changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

## **12. Disputes**

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 12. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

## **13. Drug-Free Workplace Certification.**

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

- i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- iii. Notifying all employees in the statement required by subparagraph 13.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 13.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 13.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 13.B.i through 13.B.v above.

**14. Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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

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

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

**15. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**16. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

**17. Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT

shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

**18. Indemnification.** The CONSULTANT agrees to indemnify the LPA, 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, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.

**19. Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures 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 purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

**20. Insurance - Liability for Damages.**

A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 17 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar

obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

#### I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For the LPA Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

#### II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

#### III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

#### IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:

- a. United States Longshoremen & Harbor workers
- b. Maritime Coverage - Jones Act
- 3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
- 4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

- 1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
- 2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
- 3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

21. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

22. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Todd Wilkerson  
Project Supervisor  
70 E. Monroe Street  
Franklin, Indiana 46131

Notices to the CONSULTANT shall be sent to:

Jill Palmer, PE – Project Manager  
The Schneider Corporation  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46216

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

23. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments,

(2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

**24. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

**25. Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

**26. Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

**27. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

**28. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**29. Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Todd Wilkerson  
Project Supervisor  
70 E. Monroe Street  
Franklin, Indiana 46131

30. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

31. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

32. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

33. **Termination for Convenience.**

A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

34. **Termination for Default.**

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if  
(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

35. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

36. **Work Standards/Conflicts of Interest.**

The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

37. **No Third-Party Beneficiaries.**

This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

[Remainder of Page Intentionally Left Blank]

**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 Contract other than that which appears upon the face of this Contract.

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

CONSULTANT

LOCAL PUBLIC AGENCY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Scott Lawson, Vice President

Fred L. Paris, Mayor  
Chairman, Board of Public Works

Attest:

\_\_\_\_\_  
Signature

Joseph R. Ault, Member  
Board of Public Works

\_\_\_\_\_  
Signature

Jill Palmer, Project Manager

\_\_\_\_\_  
Signature

Dan Murray, Member  
Board of Public Works

## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

#### I. SCOPE OF SERVICES

##### A. Definitions

##### 1. PROJECT

- a. Herein, PROJECT means the Preliminary Engineering phase for Sign Modernization Project for City of Franklin, including work that is not included in this SCOPE OF SERVICES.
2. Preliminary Engineering phase for Sign Modernization Project for City of Franklin
  - a. This refers to the set of actions required to conduct a sign inventory, as well as convert the sign inventory into construction documents, for submittal to INDOT and for bidding of the sign replacement contract.

##### B. Purpose, Description, and Understanding

##### 1. Purpose

- a. The purpose of this SCOPE OF SERVICES is to provide Preliminary Engineering services for this Sign Modernization Project for City of Franklin.
- b. The purpose of providing Preliminary Engineering services is to produce contract and bid documents for letting.
- c. The purpose of producing the contract documents is to provide sufficient information for a contractor to replace deficient highway signs and posts.

##### 2. Description

- a. The sign replacement project will cover roadways under the jurisdiction of the City of Franklin. This excludes State Routes, US Routes, and Interstates maintained by INDOT.

##### 3. Understanding

- a. CONSULTANT understands to produce a set of contract documents that satisfies INDOT's letting process.
- b. Permits, utility coordination, and railroad coordination are understood to be not required for this project and are not included in the SCOPE OF SERVICES.
- c. CONSULTANT will be responsible for completing the sign inventory on behalf of the City of Franklin.
- d. CONSULTANT and LPA understand that conditions in the field may change between the dates of inventory and the date the contractor replaces the sign, requiring changes to the installation as prescribed in the contract documents.
- e. Construction documents will indicate for signs to be replaced in the same location as the existing signs, so as to minimize any potential conflict with utilities or rights-of-way.

- f. CONSULTANT will utilize a Trimble GeoXH owned by the LPA for the duration of the sign inventory.
- C. Conduct Sign Inventory
- 1. GIS setup, processing, and support
    - a. Hardware
      - i. No GPS hardware will be purchased for this project. The LPA will provide GPS hardware as identified in I.B.3.f.
      - ii. No retroreflectometer will be purchased or utilized for this project.
    - b. Software will be purchased and utilized for the project, then turned over to the LPA at the conclusion of the inventory.
      - i. Trimble GPS Correct v. 3.x
      - ii. Esri ArcPad v. 10.x
      - iii. TrimPix Pro v.2.x
    - c. Unit Setup / Configuration
      - i. Schneider will setup and configure the units to collect the sign inventory. This includes installing the necessary field collection software.
    - d. Post Processing
      - i. During the initial collection Schneider will configure the units to collect points using a Virtual Reference System (VRS) using Schneider owned cell phone(s). This will eliminate the need to post process the point collected initially.
    - e. Support – for one calendar year after the project begins.
      - i. Unlimited phone (includes toll free number), fax, and e-mail support relating to editing and maintaining GIS data and ArcGIS desktop software for all callers within the contracted organization. Website support and maintenance is considered to be a separate function and associated with a web hosting and maintenance agreement. Items that are considered to be associated with website support / maintenance are web-based initiatives (i.e. website support, custom web solutions, ArcIMS / ArcGIS Server configuration).
      - ii. Remote access support where available (depends upon system configuration and software availability).
      - iii. Installation Assistance – Assist in installing and upgrading latest version of ArcGIS and geogear software releases once a year.
      - iv. Basecamp™ access for all users – basecamp™ is an online portal offering training courses, tips and tricks, guide and downloads.
      - v. Up to 4 complimentary admissions to Schneider’s Users’ Conferences.
  - 2. Field Data Collection
    - a. GPS coordinates – collected using a decimeter capable unit.
    - b. Geographic information (City, township, road name)
    - c. Sign type (MUTCD code)
    - d. Sign information, such as install date, sheeting type, sheeting condition, size
    - e. Post information, such as type, condition, number of posts, height differential
    - f. Install information, such as height, offset, sign facing direction
    - g. Digital photo for each sign assembly

- h. Items listed in a-g above are typical. The final inventory list will be authorized by the LPA's representative prior to commencing inventory work.
  - i. For at-grade rail crossings, inventory the warning sign (W10-1) and Stop or Yield sign (R1-1 or R1-2) at the crossing. All W10-1 signs will be considered for replacement. R1-1 and R1-2 signs will be exempted from consideration for replacement. White Crossbuck (R15-1) signs will not be inventoried or considered for replacement.
3. Engineering Review
- a. Determine whether to replace each sign. New posts will also be specified for all new signs.
  - b. Review the Sign Inventory for logical omissions, such as intersections without control devices or single signs that typically are installed in pairs.
  - c. Identify signs that are not current standard signs in the MUTCD and make recommendations to be affirmed by LPA's representative by type of sign or on a case-by-case basis:
    - i. Signs to be considered for removal and not replacement
    - ii. Signs to be replaced with a different type of sign
  - d. Review any specific locations, as identified by the LPA's representative, where safety is a concern and new or different signs might be needed.
  - e. Review parking restriction signage against City ordinances and make recommendations for additional, relocated, or new parking signs in accordance with regulations. This information is provided for the LPA's information, but parking signs will not be included in the Preliminary Contract Documents for replacement using federal funding. The LPA will be responsible for conducting any modifications of parking signs.
  - f. Review posted speed limit signs against City ordinances and identify locations with inconsistencies.
  - g. Discuss and document the following inventory issues with concurrence from the LPA:
    - i. Neighborhoods with fancy/non-standard sign supports and other hardware – discuss whether or not to update signs as part of this project
    - ii. Sign issues, such as non-standard signs or questionable usage of signs – discuss resolution on a case-by-case basis
    - iii. Signs that are missing and recommended added – provide recommendations for the LPA to consider and to install signs where appropriate. New/added signs will not be included in the Preliminary Contract Documents and will not be purchased or installed using federal funding.

D. Road Safety Audit (RSA)

- 1. Obtain a three- year crash history for the City of Franklin.
- 2. Filter out crashes along state highways.
- 3. Summarize crash data by type and severity.
- 4. Utilize photos and sign ratings from the Sign Inventory to establish need.
- 5. Confer with the RSA Team; team members to be identified by LPA.
- 6. Calculate benefit/cost ratio.

7. Compile preceding information into an RSA report and provide to the LPA to keep on file.

#### E. Preliminary Contract Documents

1. Input data for signs into a sheet sign and post summary table.
2. Input quantities from Table into a cost estimate to represent the Engineer's Estimate.
3. Prepare exhibits of the roadway network showing sign location, type and size
  - a. The sign locations will utilize the GPS coordinates assigned during the Sign Inventory
  - b. An identifying number will correlate the sign locations with the data in the sheet sign and post summary table.
4. Prepare a Typical Sign Placement Cross Section and include in contract documents.
5. Refer to INDOT specific standard drawings for maintenance of traffic during sign installation.
6. Prepare Title and Index for contract documents.
7. Prepare special provisions for sign replacement contract.
8. Incorporate exhibits, sign tables, and special provisions into the contract packet.
9. Submit Engineer's Estimate as a separate document.
10. Submit electronic files for INDOT's approval
  - a. Submit Commitment form, Project Input Form, Contract Preparation Document, Special Provisions, and any Unique Special Provisions as editable documents.
  - b. Submit Plans, Categorical Exclusion, Limited-Review Certification, Level One Checklist, Quality Assurance Form, Right-of-way Certification letter, Quantities, Scope/Environmental Compliance Form, and Utility Certification in PDF format to ERMS.
  - c. Submit Engineer's Estimate in both PDF and editable formats to ERMS.
11. Meetings
  - a. No regular meetings are included in the scope of services.
  - b. Additional meetings will be attended or facilitated in accordance with the "Additional Services" portion of this contract and will be performed upon written notice by LPA.

## II. Assumptions

### A. Environmental Document

1. The programmatic CE-1 will be utilized.
2. If the programmatic CE-1 is not accepted by INDOT, then the appropriate Environmental Document will be performed in accordance with the "Additional Services" portion of the contract upon written notice by LPA.

### B. Funding

1. This agreement shall be performed for LPA as an LPA-funded project administered by LPA. Changes in the funding source or administration will be subject to additional fee.

### C. Manuals

1. *Indiana Manual on Uniform Traffic Control Devices (IMUTCD)*, 2011 – Anticipated to be published prior to commencing work.
2. INDOT Standard Specifications, 2010

3. *Indiana Design Manual*, January 1, 2010
4. Any change in design criteria, standards, or extra-agency permitting procedures after the Notice-to-Proceed will be considered a change in scope and will be subject to an addendum to this agreement.

III. ADDITIONAL SERVICES

- A. The CONSULTANT is available to provide services to the LPA that are outside the aforementioned SCOPE OF SERVICES. The CONSULTANT shall not commence work on any additional services unless given written notice to proceed by the LPA.
- B. Meetings in addition to those listed in the SCOPE OF SERVICES shall be compensated on a Time and Materials basis.

## APPENDIX "B"

### INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs.
2. Three years of crash data for the City of Franklin extracted from ARIES in comma-delimited text file format.

## APPENDIX "C"

### SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

From the date of Notice to Proceed:

1. Order software and prepare for Sign Inventory (CONSULTANT), 2 weeks
2. Conduct Sign Inventory using one crew (CONSULTANT), 13 weeks
3. Prepare Preliminary Construction Documents (CONSULTANT), 8 weeks
4. Approve Construction Documents (LPA), 3 weeks
5. Submit Stage 3 Documents to INDOT (CONSULTANT), 1 week
6. INDOT Review, approximately 2 weeks
7. Submit Final Tracings to INDOT (CONSULTANT), 1 week after receiving comments from INDOT
8. Changes resulting from delay out of the control of CONSULTANT (for example, longer than anticipated review time from regulatory agency) are not included in this agreement

The anticipated duration for this SCOPE OF SERVICES is 8 calendar months.

## APPENDIX "D"

LPA shall compensate CONSULTANT for services rendered in accordance with the following:

**Total Lump Sum Fee** **\$112,880.00**

- I. The following rates apply only to ADDITIONAL WORK REQUESTED BY LPA OR INDOT, outside this Scope of Services.
- a. Time & Materials (see attached Billing Rates)
  - b. Reimbursable Expenses charged on an as-used basis:
    - i. Mileage, \$0.36/mile
    - ii. Other expenses, at cost

**Billing Rates**

STAFF LEVEL	HOURLY RATES	STAFF LEVEL	HOURLY RATES
Principal	\$172.00	Media Designer 2	\$110.00
Department Director	\$145.00	Media Technician 1	\$80.00
		Media Designer 1	\$80.00
Sr. Project Manager	\$133.00		
Project Manager	\$114.00	PC Technician	\$89.00
Project Coordinator	\$109.00		
		Resident Project Rep 3	\$92.00
Sr. Project Engineer	\$133.00	Resident Project Rep 2	\$85.00
Project Engineer	\$110.00	Resident Project Rep 1	\$77.00
Engineering Designer	\$88.00		
Engineering Technician	\$82.00	Sr. Project Surveyor	\$93.00
		Project Surveyor	\$87.00
Sr. GeoloGIST	\$133.00	Survey Technician	\$75.00
GeoloGIST 2	\$80.00		
GeoloGIST 1	\$60.00	Survey GPS Operator	\$130.00
		Survey Chief of Parties	\$93.00
Sr. Environmental Specialist	\$90.00	Survey Party Chief	\$75.00
Environmental Specialist 2	\$75.00	Survey Instrument Operator	\$75.00
Environmental Specialist 1	\$60.00	Survey Rodman	\$75.00
		Survey 3rd Man	\$40.00
Sr. Geotech Specialist	\$75.00		
Structural Steel Technician	\$65.00	Research Technician	\$62.00
Geotech Technician 2	\$56.00		
Geotech Technician 1	\$34.00	Administration	\$56.00
		GIS Principal	\$167.00
Sr. Land Planner	\$133.00	GIS Director	\$145.00
Land Planner	\$104.00	GIS Sr Project Mgr	\$150.00
		GIS Project Mgr	\$125.00
Sr. Landscape Architect	\$109.00	GIS Project Coordinator	\$105.00
Landscape Architect	\$96.00	GIS Senior Developer	\$175.00
		GIS Developer	\$150.00
Sr. Project Architect	\$131.00	GIS Analyst	\$125.00
Project Architect	\$112.00	GIS Senior Consultant	\$175.00
Architect Designer	\$85.00	GIS Consultant	\$150.00
Architect Technician	\$80.00	GIS Specialist	\$125.00
		GIS Technician iv	\$85.00
Sr. Interiors Professional	\$112.00	GIS Technician iii	\$75.00
Interiors Professional 2	\$102.00	GIS Technician ii	\$65.00
Interiors Professional 1	\$90.00	GIS Technician i	\$55.00
Media Technician 2	\$110.00		

## FEE JUSTIFICATION

Project Budget								
Preliminary Engineering - Sign Modernization, City of Franklin								
Des. No. 1172117								
	Hours					Expenses		Cost
	Project Manager	Engineering Technician	GIS	QC Engineer	Instrument Operator	Mileage	Equip/ Software	
	\$ 114.00	\$ 82.00	\$ 125.00	\$ 114.00	\$ 75.00	\$ 0.36		
A. Conduct Sign Inventory (estimated 4200 signs)	32	0		24	520			\$ 45,384.00
GIS Setup			40					\$ 5,000.00
GIS Support (1 year)			24					\$ 3,000.00
B. Road Safety Audit (RSA)	12	0		1				\$ 1,482.00
C. Preliminary Contract Documents								\$ -
Sheet Sign and Post Summary Table	92	20		12				\$ 13,496.00
Quantities and Engineer's Estimate	100	0		2				\$ 11,628.00
Analysis	60	4		0				\$ 7,168.00
Exhibits	24	84		4				\$ 10,080.00
Title, Index, standard drawings plan sheets	1	4		1				\$ 556.00
Special Provisions	4	0		1				\$ 570.00
Final Tracings Documents	8	0		2				\$ 1,140.00
Submittal	8	0		1				\$ 1,026.00
Labor subtotal								\$ 100,530.00
D. Project Management and Administration	84	0		0				\$ 9,576.00
E. Reimbursable Expenses								
Mileage						3000		\$ 1,080.00
1 License Trimble GPS Correct Version 3.x							\$395	
1 License Esri ArcPad Version 10.x							\$700	
1 License TrimPix Version 2.x							\$199	
4 Months Cellular Data plan for VRS							\$400	
Expenses subtotal								\$2,774.00
Grand Total								\$ 112,880.00