

AGENDA RESERVATION REQUEST

CITY OF FRANKLIN
BOARD OF PUBLIC WORKS AND SAFETY
 Please type or print

Date Submitted:	10/11/11	Meeting Date:	10/18/11
Contact Information			
Requested by:	Todd Wilkerson		
On Behalf of Organization or Individual:		City of Franklin	
Telephone:	317.736.3631		
Email Address:	twilkerson@franklin-in.gov		
Mailing Address:	70 East Monroe Street Franklin, IN 46131		
Description			
Request approval of Proposal for Storm and Sanitary Sewer System Mapping and Inspection			
Proposed by			
Proposal from Wessler Engineering			
Who will present the request?			
Name:	Todd Wilkerson	Telephone:	317.736.3631

The Franklin Board of Works meets on the 1st and 3rd Tuesday of each month at 9:00 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.



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Martin A. Wessler, P.E.

October 11, 2011

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Brent A. Siebenthal, P.E.

EXECUTIVE VICE PRESIDENT
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Mr. Rick Littleton

VICE PRESIDENT
Dreama E. Doolittle, P.E.

Superintendent

Franklin Department of Public Works

796 S. State St.

Franklin, IN 46131

Sarah S. Altizer, P.E.
Mary K. Atkins, P.E., C.P.E.S.C.,
LEED AP

Jonathan E. Borgers, P.E.

Re: **Proposal for Professional Services**

Ryan K. Brauen, P.E.

Storm and Sanitary Sewer System Mapping and Inspections

Jeremy A. Burns, P.E., P.L.S.

Stanley S. Diamond, P.E., BCEE

Charity S. Dudley, P.E.

Dear Rick:

Gregory S. Garnes, P.E., BCEE

Andrew D. Gordon, P.E., C.F.M.

Eric T. Haenlein, P.E.

WESSLER ENGINEERING, INC. (ENGINEER) is pleased to present this Proposal and Scope of Services to the City of Franklin, Indiana (OWNER) to provide Professional Services for mapping and inspections of the storm and sanitary sewer systems.

Dylan L. Lambermont, P.E.,
LEED AP

William J. Leber, P.E., LEED AP

Kirk B. Minster, P.E.

Wayne C. Moore, P.E.

Brian S. Mundy, P.E., P.L.S.

Ronald L. Nolan, R.L.S.

Gary L. Ruston, P.E.

David W. Schminke, P.E.

I. DESCRIPTION OF PROJECT

The purpose of the Project is to prepare an accurate map of the storm and sanitary sewer systems in the City of Franklin, Indiana and also to perform limited inspections of the structures to verify connectivity, pipe sizes, and overall structure condition.

The estimated Professional Services Fee is based upon mapping and inspecting approximately 1,012 sanitary manholes and 1,800 storm structures (manholes, catch basins, and inlets).

Horizontal mapping shall be within an accuracy of +/-0.2'. Elevation measurements (top of structure) shall be within an accuracy of +/-0.2'.

II. BASIC PROFESSIONAL SERVICES

A. GPS Survey

ENGINEER shall perform a survey of OWNER's storm and sanitary sewer systems, including accessible inlets, catch basins, and manholes using GPS equipment to get coordinates based in the Indiana State Plan Coordinate System, East Zone (1301) and elevations based in the NAVD 1988 datum. ENGINEER shall provide OWNER with a list of inaccessible structures (e.g., buried) or those structures that could not be located for OWNER to perform the work necessary to make these structures accessible or locate.

ENGINEER shall also estimate the incoming and exiting pipe sizes and invert elevations (from the ground surface, no man entries shall be performed) for incorporating into OWNER's Geographical Information System.

ENGINEER shall also perform an overall assessment of the condition of the structures (structural and maintenance issues) and provide OWNER with a prioritized list of recommended rehabilitation and maintenance measures.

B. Storm and Sanitary Sewer System Mapping Updates

ENGINEER shall download the GPS data and field measurements and prepare updated storm and sanitary system maps. ENGINEER shall provide OWNER with the storm system map in AutoCAD and Arcview formats for integration with OWNER's Geographical Information System. ENGINEER shall also provide survey data in Excel spreadsheets for incorporation into OWNER's GIS/Asset Management systems.

ENGINEER shall provide OWNER hard copies of system maps in the size and type (color, black and white) as requested by OWNER.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized by the OWNER, the ENGINEER agrees to furnish Additional Services in conjunction with the Project.

IV. COMPENSATION

A. Basic Services

For Basic Engineering Services as defined in ARTICLE II, Compensation shall be on the basis of the Hourly Rate and Reimbursable Expense Schedule in effect at the time the work is completed. The estimated fee for completing the Basic Engineering Services is \$93,000.00, and is based upon ENGINEER providing two (2) persons to perform the survey. This amount shall not be exceeded without prior written approval from OWNER.

B. Additional Services

If Additional Professional Services are requested in writing, 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 current

hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2011 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 described herein.

V. SCHEDULE

The Basic Professional Services shall be completed within 120 days of the Notice to Proceed, weather permitting:

VI. STANDARD TERMS AND CONDITIONS

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



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We are pleased to present this Proposal for your consideration. If this Proposal meets with your approval, it will become an Engineering Agreement by signing in the space provided below, and will serve as our written Notice to Proceed upon the signature date. Please return one fully executed copy for our file and record.

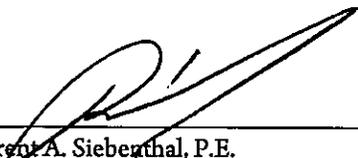
This Engineering Agreement entered into this _____ day of _____, 2011.

ENGINEER

OWNER

WESSLER ENGINEERING, INC.

CITY OF FRANLIN DPW

By: 
Brent A. Sieberthal, P.E.
President

By: _____

By: 
Eric T. Haenlein, P.E.
Collection Systems Group Head

Attest: _____

ADDRESS FOR GIVING NOTICE:

ADDRESS FOR GIVING NOTICE:

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

BAS/P2191

Attachments: No. 1 – Standard Terms and Conditions
No. 2 – 2011 Hourly Rate and Reimbursable Expense Schedule

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. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. 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 60 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 0.75% 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.

4. 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.

5. 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.

6. 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.

7. 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 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.

8. 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.

9. 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 are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. To the fullest extent permitted by law, Owner and Engineer agree to indemnify and hold the other (and their respective officers, directors, partners, agents, consultants, and employees) harmless, from and against liability for all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, arising out of or relating to the Project, to the extent such claims, losses damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. 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 Engineer's business requirements. 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.

H. 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.

I. 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.



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ATTACHMENT NO. 2 2011 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$175.00
Senior Project Manager	\$155.00
Project Manager/Project Engineer III	\$130.00
Survey Manager	\$125.00
Assistant Project Manager/Project Engineer II	\$115.00
Project Engineer I	\$105.00
Field Services Manager	\$95.00
Designer	\$100.00
Engineer	\$90.00
Operations Specialist	\$90.00
Environmental Scientist	\$75.00
Technician IV/Senior Resident Project Representative	\$90.00
Technician III/Resident Project Representative III	\$80.00
Technician II/Resident Project Representative II	\$70.00
Technician I/Resident Project Representative I	\$60.00
Survey Crew Manager	\$85.00
Survey Crew Chief	\$70.00
Project Secretary	\$55.00

Reimbursable Expenses shall be charged as follows.

<u>Item and Unit</u>	<u>Unit Cost</u>
Mileage (per mile)	At current IRS published rate at time of expense
Black & white copy (each)	\$0.10
8.5"x11" or 11"x17"	
24"x36"	\$0.75
Color copy (each)	\$0.20
8.5"x11"	
11"x17"	\$0.40
24"x36"	\$1.00
Mylar reproducible plot/copy (each 24"x36")	\$5.50
GPS Survey Equipment/Robotic Total Station	\$15.00 per hour
Postage/shipping/freight, Long distance telephone and fax, Lodging and Per Diems	At Cost
Subcontractor/Subconsultant fees	Cost + 10%

*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

This Schedule is subject to change

January 1, 2011