



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and City of Franklin ("Client"), October 13, 2011.

PROFESSIONAL

The Schneider Corporation
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, Indiana 46216

CLIENT

City of Franklin
70 E. Monroe Street
Franklin, Indiana 46131
877 736-3631 Ext 1260

Project Name:	Franklin Tech Park Sanitary Sewer Relocation	Common Location:	South end of Bartram Parkway
Sec/Twp/Rg:	20-12N-05E	County:	Johnson

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in the Scope of Services (Attachment A hereto).
2. **Schedule of Services.** Professional shall start and complete its services in accordance with the Scope of Services. Professional shall conduct the service in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown or unforeseen at the time of executing this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with Paragraph Nos. 7 and 15 below.
3. **Authorizations to Proceed.** Unless otherwise specifically provided in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing its service. Authorizations shall be in writing prior to commencement of work by Professional. By authorizing Professional to proceed, Client grants Professional the right of entry to the Project site by Professional's employees, agents and subcontractors to perform the services provided in this Agreement and Client represents to Professional that Client has obtained the necessary authorizations, permits and licenses to allow Professional to perform the services described in this Agreement.
4. **Client's Responsibilities.** To the extent required for Professional to render the Scope of Services, Client shall do the following in a timely manner so as not to delay the services of Professional:
 - a. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Client's representative shall be deemed to conclusively bind Client when Client's representative transmits instructions and Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative.
 - b. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity, sustainability, and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications.
 - c. Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement without liability for errors contained in said previous reports and other data.
 - d. Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of

any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of Professional or any contractor or subcontractor.

5. **Payment for Services.** Client shall compensate Professional for services rendered according to Schedule of Fees (Attachment B hereto). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Schedule of Fees and other provisions of this Agreement.
6. **Payment Terms.** Client agrees to pay Professional all invoiced fees for services rendered within 30 days of the date of the invoice. Balances due over 30 days shall be assessed an interest rate of 1½ % per month (18% per year). If Client disputes any fee in an invoice, Client shall bring the dispute to Professional's attention within 10 days of receiving the invoice, otherwise Client shall be deemed to have waived the dispute with respect to the invoice. Client agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties.

In addition, Professional may, without liability, after giving seven days written notice to Client, suspend services under this Agreement until Professional has been paid in full all amounts for services, expenses and other related charges previously invoiced and due. Payments will be credited first to interest and then to principal.

a. **Invoicing.** Detailed billings will be provided on a monthly basis.

- i. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
- ii. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.

7. **Modifications and Adjustments.** If the specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional like those described in Paragraph 15, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary services for any reason, upon written agreement of Professional and Client. Client's modification of the scope, extent or character of the Project, may necessitate modifications to the Scope of Services or Schedules of Fees. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Schedule of Fees will be equitably adjusted to reflect the changes. Any change to the Scope of Services or the Schedule of Fees shall be documented in a Contract Change Order signed by the Client's representative. In the event the Professional and Client are unable to agree on modifications to the Scope of Services and/Schedule of Fees, Professional shall have the right to terminate this Agreement as outlined in Paragraph No.8.
8. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra services and required extensions. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving seven days' written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 30 days of the date of invoice, Professional reserves the right, after giving seven days written notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of services for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Schedule of Fees as outlined in Paragraph No. 7, Professional shall have the right to terminate this Agreement upon seven days written notice to Client. Additionally, Client and Professional may terminate this Agreement for any reason or without cause upon thirty days written notice to the other party. If any work covered by this Agreement is suspended, terminated or abandoned, Client shall compensate Professional for services rendered to the date of written notification of such suspension, termination or abandonment, plus reasonable termination costs, including but not limited to, costs for demobilizing equipment and personnel, to complete tasks whose value would otherwise be lost, to prepare notes as to the

status of the completed and uncompleted tasks, and to assemble Project materials in orderly files. The limitations of liability and indemnification provisions herein shall survive the termination of this Agreement regardless of whether termination was with or without cause.

9. **Construction Costs and Means Methods.** Professional has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Professional's opinion of estimated total Project costs and construction costs are made on the basis of Professional's experience and qualifications and represent Professional's best judgment as an experienced and qualified Professional, familiar with the construction industry. Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of estimated costs prepared by Professional. If the lowest bona fide proposal or bid exceeds Professional's cost estimates, Client shall (1) accept the lowest and best bid or any other in Client's best interest, (2) authorize negotiating or rebidding, or, (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound practices. As compensation for services in making such modifications to the contract documents, Professional shall be paid by Client at Professional's normal billing rate for hours expended, along with all reimbursable expenses reasonably related thereto, pursuant to the Schedule of Fees or at a mutually agreed upon fixed fee. The providing of such services will be the limit of Professional's responsibility or liability in this regard. Such services to be provided will be documented in a Contract Change Order as outlined in Paragraph No. 7.

Client expressly agrees and acknowledges that Professional is not responsible for or in control of the construction means, methods, techniques, sequences or procedures for the Project, and is not responsible for supervising construction of the Project or for health, work place and job site safety procedures for the Project. Client agrees and acknowledges that Professional is not responsible for the acts or omissions of the Client, its contractors, subcontractors or others on the Project. Client agrees to defend, indemnify and hold Professional harmless for the acts or omissions of Client, its contractors, subcontractors and other relating to construction means, methods, techniques, sequences and procedures, and health, work place and job site safety. To the extent any testing, observation or inspection services are to be rendered by Professional as specifically set forth in the Scope of Services, such testing, observation and inspection services shall not be construed as relieving Client, contractor or other parties from their contractual or legal responsibility or performing their work or services in accordance with any contract or applicable plans, specifications, safety requirements, or laws.

Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with the laws and regulations applicable to contractor's work or something similar. Professional has no right to reject or stop work of any contractor, subcontractor or agent of the Client and the responsibility of construction means, methods, sequences and techniques remains with the Client, its contractors, subcontractors or agents. Professional is only obligated to advise Client regarding the quality of services or work that it has contracted to monitor or supervise, if any, which is to be expressly stated in the Scope of Services if requested.

10. **Limitation of Liability and Responsibilities.** To the fullest extent permitted by law, Client shall defend indemnify and hold harmless Professional from all claims, demands, suits, causes of action losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees, expert fees and consulting fees, which Professional may suffer or sustain arising out of, related to or resulting from the acts or omissions of Client, any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) on or at the Project, provided such claim demand, suit, causes of action, loss, damage, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services themselves) including the loss of use resulting therefrom. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform its duties and responsibilities under this Agreement.

Professional shall perform the services outlined in the Scope of Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under similar circumstances in the locality of the Project. Professional's standard of care should not be construed as a warranty, either express or implied, of Professional's services to Client under this Agreement, as Professional makes no guarantee or warranty, express or implied, in fact or by law, or otherwise concerning Professional's services to Client under this Agreement.

Further, in recognition of the relative risks and benefits of the Project to both Client and Professional, the risks have been allocated such that Client and Professional knowingly and willingly agree, to the fullest extent permitted by law, that Professional's total liability to Client, with respect to any acts or omissions by Professional its employees and agents including, but not limited to, breach of this Agreement, breach of warranty (whether express or implied), negligence of any other legal theory, shall not exceed \$50,000, the cost to cure the omission or deficiency, or the total compensation received by Professional for services rendered pursuant to this Agreement, whichever is less. This limitation of liability is a material inducement to Professional to enter into this Agreement and not a charge for professional liability insurance. If Professional's services will be used to aid in the development of drawings and specifications for construction of the Project, Client agrees to require other design professionals, the contractor and its subcontractors awarded contracts for the construction of the Project to agree in writing to an identical limitation of Professional's liability for damages arising from Professional's acts, errors or omissions. In no event shall either Client or Professional be liable to the other for any consequential, incidental, special, indirect or punitive damages arising out of the performance of this Agreement.

11. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. Geographic Data Layers and other data converted from Client source documents are considered the Property of the Client. Professional shall obtain permission from Client to use such converted data for any use not contemplated in the Scope of Services of this Agreement.
- a. Owner acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain with Professional. Professional retains all rights to the software, methodologies, and procedures utilized or developed by Professional in rendering its services for Client. Professional licenses Client to use the Computer Files in the manner set forth in this Agreement (including the Scope of Services), but Professional reserves any and all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur.
 - b. To the extent the Computer Files include any trade secret or other confidential information of the Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client, for Professional's business purposes, or for third parties unless a restriction is set forth in the Scope of Services.
 - c. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services and the license granted hereunder does not include the right for Client to sublicense.
 - d. Client acknowledges that certain Computer Files or parts thereof may be subject to third party licenses and thereby subject to use restrictions under those licenses. Client agrees that any act or omission by Client in violation of the aforementioned licenses shall constitute a breach of this Agreement. Except to the extent required by the use(s) expressly set forth in the Scope of Services, Client may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof, or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files. Further, Client shall not make any copies of CD's and/or DVD's provided by Professional under this Agreement as such creation or distribution of additional copies may violate certain third party licenses to which Professional is a party. In the event that the acts or omissions of Client violate any third party license agreement to which any Computer File or any part thereof is subject, Client shall indemnify, defend and hold Professional harmless from and against any and all claims, demands, suits, causes of action, losses, damages costs and expenses, including but not limited to attorney's fees, brought against Professional for damages alleged or suffered as a result of such acts or omissions by Client.
 - e. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Owner or for problems arising out of the malfunction of Owner's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include

features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that regardless of whether the Computer Files may be useful to Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional. Furthermore, Client acknowledges that Professional is not liable or responsible for information on the computer Files that may become outdated with time.

- f. Unless certified by Professional in writing, the Computer Files may not identically conform to corresponding information provided in hard copy, and Professional does not warrant the accuracy of the information contained in the Computer Files.
 - g. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the Computer Files are provided "as is", and Professional disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
 - h. Consistent with other provisions in this Agreement, Professional shall not be liable to Client for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if Professional has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Professional's liability to Client, regardless of the legal theory of any claim relating to the Computer Files, shall not exceed the fees paid to Professional in connection with Professional's provision of the Computer Files set forth in the Scope of Services and Schedule of Fees and is subject to and shall not exceed the limitation of liability established in Paragraph 10.
12. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest (including, but not limited to monies that are due or may become due) in this Agreement without the prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
13. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement are for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. Unless otherwise specifically set forth in this Paragraph, Client and Professional expressly state that there are no third party beneficiaries to this Agreement. All documents, including but not limited to, reports, boring logs, specifications, laboratory test data, calculations, field notes, drawings, estimates and any other non-Computer File documents, data or information prepared by Professional in conjunction with the services provided under this Agreement shall remain the sole property of Professional. Client agrees that all documents and converted data or any nature furnished to Client by Professional will be returned to Professional upon demand and will not be used by Client at any location or for any project not expressly provided for in this Agreement without Professional's written permission.
- Client and Professional shall have the right to publicize that a relationship exists between Client and Professional for the fulfillment of the Scope of Services, including, but not limited to: signage at the Project site, press releases, marketing materials, and advertising. Professional shall have the right to print or display, as applicable, its name, the name of its affiliated entities and/or its logos and references to the legally protected status of the contents of any deliverables, CD's/DVD's or websites produced under this Agreement on such deliverables, CD's/DVD's or websites.
14. **Hazardous Substances and Conditions.** Prior to Professional's commencement of services under this Agreement, Client agrees that it has made a reasonable effort to evaluate and discover hazardous

substances or conditions on or near the Project site, and has disclosed any hazardous conditions of which Client is aware to Professional. Professional and Client agree that the discovery of unanticipated hazardous substances or conditions on the Project site necessitates that Professional and Client renegotiate the Scope of Services and the Schedule of Fees, or alternatively, if deemed necessary by Professional in its sole discretion, Professional may terminate this Agreement and recover the fees Professional has incurred to the date of the termination pursuant to Paragraph No. 8. Further, Client agrees to reimburse Professional for all costs associated with the decontamination of Professional's equipment. If Professional's equipment cannot be decontaminated, Client agrees to pay Professional the fair market value of the contaminated equipment. Lastly, Client agrees to defend, indemnify and hold Professional harmless from any claims, demands, suits, causes of action, losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees for bodily injury, death, property damage or loss arising from the discovery of unanticipated hazardous substances or conditions.

15. **Force Majeure.** Client shall not hold Professional liable for damages or delays in performance caused by events beyond the control of Professional. If Professional is delayed at any time in the progress, performance or completion of any portion or portions of the services contemplated by this Agreement as the result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, power outages or as the result of Acts of God, the public enemy, Acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or on account of any acts or omissions of the Client or others engaged by them or by their employees, agents or representatives, or by changes ordered in the Scope of Services by Client which are not required to correct problems or discrepancies in the Professional's services, or by any other causes which Professional could not reasonably control or circumvent, and which are not due to the sole fault, neglect, act or omission on Professional's part, and the risks of which are not otherwise assumed by Professional pursuant to the provisions of this Agreement, then the time for completion of the portion or portions of the services directly affected by such delay, shall upon timely request of Professional, be extended by a period equivalent to the time lost by reason of any and all of the aforesaid causes.
16. **Non-Solicitation.** During the term of this Agreement, and any extensions thereof, and until Professional has been fully paid for its services pursuant to this Agreement and the project is substantially completed, whichever event occurs last and extending for a period of one year past that date (the "Restricted Period"), Client shall not without the express prior written consent of an authorized representative of the Professional directly or indirectly as an individual or on behalf of any other individual, corporation, partnership, firm, other professional, business organization or entity, or in any other capacity call upon, solicit, contact, aid in the solicitation of or contact, solicit for employment, endeavor to entice away from the Professional, recruit, hire, or otherwise interfere with the Professional's relationship with any person who is employed by or otherwise engaged to perform services for the Professional (including, but not limited to, any independent sales representatives or organizations). Client's obligations set forth in this Paragraph and the Professional's rights and remedies with respect thereto, whether legal or equitable, shall remain in full force and effect during the Restricted Period, notwithstanding any prior termination or resignation of the Client or any other prior termination of this Agreement for any reason.
17. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
18. **Dispute Resolution.** If a dispute other than the collection of fees owed by Client to Professional arises between Professional and Client, and a demand is made by or against Professional arising from the services performed under this Agreement, either Client or Professional shall demand that the dispute be first submitted to nonbinding mediation prior to litigation or arbitration. If nonbinding mediation does not resolve the dispute to the satisfaction of either Client or Professional, the dispute between Professional and Client may be resolved by arbitration or litigation at the choice of Professional.
19. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana. Every provision of this Agreement is intended to be severable such that, if any term or provision hereof is void, invalid or unenforceable for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect or impair the validity of the remainder of the Agreement.

This Agreement together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

CLIENT

City of Franklin

By: _____
Print: _____
Title: _____
Date: _____

PROFESSIONAL

The Schneider Corporation

By: _____
Print: _____
Title: _____
Date: _____

**ATTACHMENT A
SCOPE OF SERVICES**

Name of Project: Franklin Tech Park Sanitary Sewer Relocation

Professional shall provide Client with services in connection with the Project as described below:

BASE CONTRACT

SURVEYING SERVICES:

1. None in Base Contract

ENGINEERING SERVICES:

1. **Preliminary Design**

Professional will prepare a preliminary design for a route that will place the sanitary sewer in an easement along the western property line of the Interstate Warehousing property. This route will be chosen and the preliminary design will be prepared based on site visits and design and as-built information from the Interstate Warehousing project. This preliminary design will be submitted to the client staff for review and approval.

The preliminary design does not include an extension of the sanitary sewer to the east of the Interstate Warehousing property. If the client wishes to include an extension of the sanitary sewer to the eastern boundary of the Interstate Warehousing property for future growth east of Co. Rd. 525 E, as an additional service, professional will obtain the necessary topographic information including the locations of any utilities and the new storm sewer recently installed by the City along the 525 E. and design this eastern segment of the sewer for inclusion in the construction documents. Refer to **ADDITIONAL SERVICE CONTRACT** section below for a detailed scope of services.

2. **Final Design & Construction Documents**

The final design will be concluded and construction documents will be finalized based on the approved preliminary design. As part of the design, detailed plans to address the IDEM Rule 5 requirements will be included. The Construction Documents will include:

- Cover Sheet
- Overall Site Plan
- Sanitary Sewer Plan & Profile Sheets
- Stormwater Pollution Prevention Plans, Details and Specs
- City of Franklin Details and Specifications in sheet form- if available. (no book format)

3. **Permitting**

Professional will submit the plans approved by client to IDEM for Sanitary Sewer approval and to IDEM for NOI Rule 5 compliance. All application and review fees will be paid directly by the client.

ADDITIONAL SERVICE CONTRACT

SURVEYING SERVICES:

1. **Topographic Survey**

Professional will prepare a topographic survey for the route for the sanitary sewer to extend to the eastern property line of the Interstate Warehousing property. Said sewer size and route will be determined by the client staff prior to conducting the field work. Negotiations between the City of Franklin and Interstate Warehousing owner on route, easements, costs, etc. will not be part of these services.

**ATTACHMENT A
SCOPE OF SERVICES**

Name of Project: Franklin Tech Park Sanitary Sewer Relocation

ENGINEERING SERVICES:

1. **Design of Sanitary Sewer to C.R. 525 E.**
Professional will prepare a preliminary design of the sanitary sewer utilizing the route survey. This preliminary design will be reviewed and approved by the client staff.
2. **Addition to Construction Documents**
Professional will utilize the approved preliminary design and incorporate the sanitary sewer design into the Base Contract set of construction plans (only one set of plans for the Base Contract and the Additional Service Contract).
3. **Permitting**
This would be included in the Base Contract.

Project Assumptions:

1. We have assumed the site is properly zoned for the proposed use and no rezoning assistance or variances will be required. If these services are required, they will be performed as an additional service.
2. We have assumed that the sizing of the sanitary sewer mains were previously designed when they were installed. Therefore, the existing pipe sizes will be utilized for this design. Any upsizing of the sanitary sewer due to invert or grade issues will be discussed with the client as soon as possible to resolve design issues.
3. Any Client specific design guidelines, requirements, or details shall be provided by the Client prior to commencing work. Failure to provide these items prior to the start of work may result in an additional cost for re-work.
4. This scope of services has been prepared assuming the project proceeds with an orderly and logical sequence of events and tasks and that information needed from the client, or others, is provided or obtained prior to the beginning of work. Requests for tasks performed out of sequence may result in an additional cost for re-work.
5. The above proposal was based on existing topography field work that has been performed by TSC and information provided by the Tippmann Group about the Instate Warehousing site.
6. The City of Franklin details and specifications will be used in sheet format if available (no book specifications).
7. We have assumed for purposes of this proposal that the site does not contain any special regulated areas such as wetlands, flood control zones or well head protection. If this is not the case, any additional services required will be quoted separately.
8. It is assumed that all inspections will be performed by the City of Franklin.
9. We have assumed that all approvals required by the City of Franklin including Board of Public Works and Safety will be acquired by the client staff.

**ATTACHMENT B
SCHEDULE OF FEES**

Name of Project: Franklin Tech Park Sanitary Sewer Relocation

Client shall compensate Professional for services rendered in accordance with the following:

Base Contract	
Topographic Survey	Complete
Preliminary Design	\$2,500.00
Final Design & Construction Documents	\$9,500.00
Permitting	\$500.00
Total Fee for Base Contract	\$12,500.00
Additional Services Contract	
Topographic Survey of Route to East	\$2,400.00
Design of Sanitary Sewer to CR 525 E	\$3,100.00
Addition to Construction Documents	\$1,700.00
Permitting	(Included in Base Fee)
Total Fee for Additional Contract	\$7,200.00

Reimbursable Expenses

The following expenses will be charged on an as-used basis:

Mileage	\$0.50/mile
Other out-of-pocket expenses	cost plus 10%

After a period of 12 months from the date of this Agreement, all fees remaining under this contract are subject to an increase of up to 6% at the discretion of the Professional, and may further be increased by 6% annually thereafter.

**ATTACHMENT B
SCHEDULE OF FEES**

Name of Project: Franklin Tech Park Sanitary Sewer Relocation

Billing Rates

STAFF LEVEL	HOURLY RATES	STAFF LEVEL	HOURLY RATES
Principal	\$172.00	Architect Designer	\$85.00
Department Director	\$145.00	Architect Technician	\$80.00
Sr. Project Manager	\$133.00	Sr. Interiors Professional	\$112.00
Project Manager	\$114.00	Sr. Project Surveyor	\$93.00
Project Coordinator	\$109.00	Project Surveyor	\$87.00
Sr. Project Engineer	\$133.00	Survey Technician	\$75.00
Project Engineer	\$110.00	Survey GPS Operator	\$130.00
Engineering Designer	\$88.00	Survey Chief of Parties	\$93.00
Engineering Technician	\$82.00	Survey Party Chief	\$75.00
Sr. Land Planner	\$133.00	Survey Instrument Operator	\$75.00
Land Planner	\$104.00	Survey Rodman	\$75.00
Sr. Landscape Architect	\$109.00	Survey 3rd Man	\$40.00
Landscape Architect	\$96.00	Research Technician	\$62.00
Sr. Project Architect	\$131.00	Administration	\$56.00
Project Architect	\$112.00		

