

**BOARD OF PUBLIC WORKS AND SAFETY  
Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

<b>Date Submitted:</b>	December 11, 2019	<b>Meeting Date:</b>	December 16, 2019
<b>Contact Information:</b>			
<b>Requested by:</b>	Mark Richards		
<b>On Behalf of Organization or Individual:</b> Department of Planning & Engineering			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	mrichards@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Request approval of Professional Services Agreement for design and inspection of the CR 525E road reconstruction project.			
<b>List Supporting Documentation Provided:</b>			
PSA			
<b>Who will present the request?</b>			
<b>Name:</b>	Mark Richards	<b>Telephone:</b>	317-736-3631

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

# PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety ("OWNER") and **CrossRoad Engineers, PC**, ("CONSULTANT") an Indiana corporation organized under the laws of the State of Indiana.

## RECITALS

WHEREAS, OWNER wishes to hire CONSULTANT to provide certain professional services with respect to **County Road 525 East Improvements from SR 44 to County Road 50 South and County Road 50 South from County Road 525 East to County Road 550 East**. ("Project"); and

WHEREAS, CONSULTANT has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Section I – Services by CONSULTANT

The engineering services to be performed by CONSULTANT are described in EXHIBIT 1, which is attached hereto, and made a part hereof, and are referred to herein as the "Services".

### Section II – Information and Services to be furnished by OWNER

The information and services to be furnished by OWNER are as set out in EXHIBIT 2, which is attached to this Agreement, and incorporated herein by reference.

### Section III – Commencement of Services and Schedule

CONSULTANT shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in EXHIBIT 3, which is attached to this Agreement, and incorporated herein by reference.

### Section IV – Compensation

For all Services rendered by CONSULTANT under this Agreement, in accordance with the terms of this Agreement, OWNER shall pay the CONSULTANT in accordance with the fees and charges established in EXHIBIT 4, which is attached to this Agreement, and incorporated herein by reference.

## **Section V – Term and Termination**

### **1. Term**

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in EXHIBIT 1 or unless terminated as set forth below.

### **2. Termination**

OWNER reserves the right to terminate or suspend this Agreement upon five days advance written notice to CONSULTANT. Upon termination of this Agreement, CONSULTANT shall deliver all Work Product (as defined herein) to OWNER. The dollar amount for any earned but unpaid Services performed by CONSULTANT shall be based upon an estimate of the portions of the total Services completed by CONSULTANT through the effective date of termination, which estimated shall be as made by OWNER in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by OWNER of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

## **Section VI – General Provisions**

### **1. Subcontracting**

It is recognized that CONSULTANT may engage subconsultants to perform a portion of the work under this Agreement. The engagement of subconsultants by CONSULTANT shall not relieve CONSULTANT of any responsibility for the fulfillment of this Agreement. No subconsultant shall subcontract any portion of its work under this Agreement.

### **2. Ownership of Documents**

All reproducible materials prepared by CONSULTANT or its subconsultants in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the “Work Product”) will be the property of the OWNER.

CONSULTANT shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

CONSULTANT agrees that written agreements with any and all subconsultants used by CONSULTANT to fulfill CONSULTANT’s obligations hereunder shall contain language substantially similar to that of this Subsection to assign OWNER all Work Product by such subconsultants, and to require cooperation with CONSULTANT on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the OWNER. CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by OWNER to CONSULTANT.

4. Liability for Damages

CONSULTANT assumes all risk of loss, damage or destruction to the Work Product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the OWNER.

5. General Liability Insurance

a. Amounts of Coverage. CONSULTANT shall procure and maintain at its expense insurance of the kind and in the amounts set forth in EXHIBIT 5 by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by CONSULTANT.

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

6. Worker's Compensation

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

7. Changes in Work

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

b. Additional Services. Additional services may include, but not be limited to:

- i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond CONSULTANT's control.

- ii. Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other dispute resolution process related to the Project that does not involve a claim against CONSULTANT or a claim that is based on an alleged act of negligence or breach of contract by CONSULTANT.
- iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to OWNER's facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages and (6) default or failure to perform by other consultants.

8. Non-Discrimination

CONSULTANT and its subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement. For all federal aid projects, where applicable, the consultant shall comply with the provisions relative to non-discrimination in federally assisted programs as identified on the attached EXHIBIT 6, Appendix A. For purposes of interpretation of EXHIBIT 6, contractor shall be synonymous with consultant.

9. Safety

- a. Responsibility. CONSULTANT shall be directly responsible for the safety requirements and programs applicable to its own employees, its subconsultants and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. CONSULTANT's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. CONSULTANT shall report to OWNER, in writing, any injury or accident at the Project site involving its employees, its subconsultants or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. CONSULTANT shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than CONSULTANT and its subconsultants.

10. Independent Contractor

OWNER and CONSULTANT are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates

of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subconsultants of the other party. CONSULTANT shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

11. Indemnification

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the City of Franklin and its employees, officers and officials ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damages to property, demands, damages, action, cause of action, suits, losses, judgments, obligations and any liabilities, costs and expenses, including but not limited to investigative and repair costs, reasonable attorneys' fees and costs ("claims") to the extent caused by negligent performance of services provided under this Agreement by CONSULTANT or its agents. These indemnity obligations shall apply to any negligent acts or omissions, or willful misconduct of the CONSULTANT, its employees or agents, whether active or passive. The CONSULTANT'S indemnification obligations hereunder shall extend to claims occurring after this Agreement is concluded or terminated as well as while it is in force. OWNER shall not provide such indemnification to the CONSULTANT.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt:

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

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

13. Authority to Bind Consultant

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

14. Successors and Assignees

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

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by OWNER or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by, or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding

mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.

- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. Employment Eligibility Verification

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

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

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

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

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

21. No Investment in Iran

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

22. Certification of Compliance with Applicable Law

In consideration of entering into this agreement, CONSULTANT agrees to the terms and conditions of the Certificate of Compliance with Applicable Law as set forth on EXHIBIT 6 and all attachments thereto and said terms and conditions are specifically incorporated herein.



**Non-Collusion.**

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

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

CROSSROAD ENGINEERS, PC  
(CONSULTANT)



Trent E. Newport, President

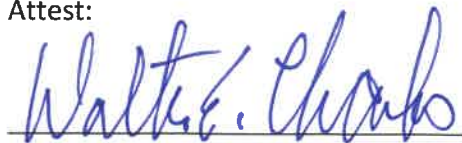
CITY OF FRANKLIN  
BOARD OF PUBLIC WORKS AND SAFETY  
FRANKLIN, INDIANA  
(OWNER)

\_\_\_\_\_  
Steve Barnett, Mayor

\_\_\_\_\_  
Melissa Jones, Member

\_\_\_\_\_  
Robert Swinehamer, Member

Attest:



Walter E. Charles, CEO

Attest:

\_\_\_\_\_  
Jayne Rhoades, Clerk-Treasurer



December 9, 2019

Mr. Mark Richards, P.E.  
City Engineer  
City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

RE: Fee Proposal for Civil Engineering Services  
CR 525 Project  
Franklin, Indiana

Dear Mark:

CrossRoad Engineers is pleased to present this Scope of Services and Fee Proposal to provide professional services associated with the rehabilitation and widening of County Road 525 East from State Road 44 south to County Road 50 South as well as County Road 50 South from County Road 525 East to County Road 550 East. The overall project length is approximately 6,100 feet. The intent will be to rehabilitate the existing pavement utilizing full depth pavement reclamation and also to widen the roadway in order to provide final lanes widths of 15 feet (12 foot travel lanes with 3 foot full depth shoulders). We will coordinate with the City on the typical section of the pavement for this design. We have based our Fee Proposal on the aforementioned assumptions, and the following scope of work items are included to assist you in the development of this project:

**A. TOPOGRAPHIC SURVEY & ROUTE SURVEY**

CrossRoad Engineers shall survey the project limits in order to produce a topographic base map and Location Control Route Survey in accordance with applicable Indiana Code. Upon the completion of the field work, we will establish all section lines, right of way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and also create one-foot interval contours; and add all relative survey notes to the drawings. Included will be information such as one-foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities. This survey will also include all research, office work, and field work necessary to complete the Route Survey.

**B. ROAD DESIGN & PLAN PREPARATION**

In general, this task involves the preparation of design plans and bidding documents to allow the proposed project to be constructed. We will prepare plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and, Indiana Design Manual.

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

- Title Sheet
- Route Survey
- Roadway Construction Details
  - Road Plan & Profiles
  - Construction Details
  - Road Cross Sections
- Intersection Construction Details
  - Grading spot elevations
  - Pavement marking
- Maintenance of Traffic Plan
  - INDOT/MUTCD standards
- Stormwater Drainage Design
  - Plan and profiles as necessary
  - Drainage structure details
- Erosion Control Plan
  - Consistent with local MS4 requirements for Rule 5 conformance
- Miscellaneous Details and Specifications

**C. GEOTECH & PAVEMENT DESIGN**

CONSULTANT shall utilize the services of a subconsultant, Earth Exploration, Inc. to provide a geotechnical engineering investigation and pavement design. This work shall be in accordance with the Indiana Department of Transportation's policy as of the Effective Date of this Agreement. See Subconsultant proposal dated November 28, 2019 in EXHIBIT 4 of the Professional Services Agreement for detailed scope of services. This work shall be in general accordance with INDOT policy and procedures in effect as of the Effective Date of this Agreement.

**D. UTILITY COORDINATION**

CrossRoad Engineers shall coordinate with the representatives from each of the utility companies having facilities located within the project area. We will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utilities and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities. Although no 'potholing' of facilities is anticipated to be required, it is assumed that the utility companies will be responsible for performing this work on their own facilities. This work shall be in general accordance with INDOT policy and procedures in effect as of the Effective Date of this Agreement. This scope of work only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis as part of the Inspection Services.

**E. REGULATORY SUBMITTALS & BIDDING PHASE**

It is anticipated the construction of the project will disturb more than one acre of ground and therefore an Indiana Department of Environmental Management (IDEM) Rule 5 Notice of Intent will be required. CrossRoad will prepare a Storm Water Pollution Prevention Plan, submittal of public notice, and permit application forms. It is also anticipated that permitting and coordination with INDOT will occur on the culvert replacement located at SR 44 and CR 525. No other permits are anticipated to be required. Lastly, this phase will include the preparation of an Engineer's Estimate for the overall project, as well as the necessary administrative services required for compiling bid documents and facilitating and reviewing the public bid of the project. CrossRoad Engineers will not be responsible for any payments relating to permit applications. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the selected contractor.

**F. RIGHT OF WAY ENGINEERING & MANAGEMENT**

CONSULTANT shall perform Right of Way Engineering work consisting of preparing right of way plans, property plats, and legal descriptions for those right of way parcels that need to be acquired for the project. This effort also includes a 20-year title research for the permanent right of way to be acquired. All of this work will be completed in accordance with the Right of Way Engineering Procedure Manual, hereinafter called the MANUAL, 865 I.A.C. 1-12. It is assumed that all Right of Way parcels will be donated, so no R/W services other than R/W Management (for donation coordination) and Recording services are included in our scope of work.

**G. CONSTRUCTION STAKING, INSPECTION & AS-BUILT PLANS**

Once design is complete, CrossRoad Engineers will perform construction staking, inspection, and as-built plans for this project as directed by the City. This work will be provided on an hourly basis per the attached Hourly Billing Rates included as Attachment "B" of EXHIBIT 4.

**H. METHOD FOR PAYMENT OF ENGINEERING FEES**

During this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document as Attachment "A". These invoices will be submitted by the 5<sup>th</sup> of each month and will become due by the 30<sup>th</sup> of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month. Should the City decide to cancel the project at any time, all phases that have been worked on will be invoiced up to that time of project termination.

**I. UNDERSTANDINGS**

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Costs incurred due to agency applications for plan review and approval, postage for plan distribution, public notifications, recording fees, and other direct costs shall be invoiced separately as a reimbursable with a 15% administrative charge. Payment for these items will not be the responsibility of CrossRoad Engineers. Acceptance of this proposal is inclusive of the Terms and Conditions included below.

We are ready to begin and appreciate your allowing CrossRoad Engineers to design this project for you. If you have any questions, please call me at 317-780-1555 ext. 114.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read 'Trent E. Newport', with a stylized, flowing script.

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

## EXHIBIT 2

### **INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

OWNER shall furnish CONSULTANT with the following:

1. Guarantee access to enter upon public and private lands as required for CONSULTANT to perform work under this Agreement.
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Standard Specifications and standard drawings applicable to the Project.
4. Plans of existing facilities within the limits of the project.
5. Necessary permit forms and permit processing, and payment of any permit applications fees, advertisements, etc.
6. Necessary advertisements for public meeting(s), provide venue for public meeting(s), and cause for the compilation of written transcript if so required.
7. Utility plans available to OWNER for utility facilities throughout the limits of the project.
8. All legal services as may be required for the development of the project.
9. Utility relocation design and plans for OWNER owned utilities.
10. Sufficient quantities of all pertinent forms.

## EXHIBIT 3

### **SCHEDULE**

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

All work by the CONSULTANT under this Agreement shall be completed and delivered to the OWNER for review and approval on a mutually agreed to schedule with the intention that construction would begin during 2020.

**ATTACHMENT "A"****FEE SCHEDULE**

A.	TOPOGRAPHIC SURVEY & ROUTE SURVEY	\$ 24,000
B.	ROAD DESIGN & PLAN PREPARATION	\$ 100,000
C.	GEOTECH & PAVEMENT DESIGN	\$ 23,620
D.	UTILITY COORDINATION	\$ 10,500
E.	REGULATORY SUBMITTALS & BIDDING PHASE	<u>\$ 10,500</u>
<b>TOTAL DESIGN FEE</b>		<b>\$ 168,620</b>
F.	RIGHT OF WAY ENGINEERING & MANAGEMENT (11 Parcels @ \$3,500)	\$ 38,500
G.	CONST. STAKING, INSPECTION, & AS-BUILT PLANS (Hourly Not-to-Exceed)	\$ 200,000
<b>TOTAL ESTIMATED PROJECT FEE</b>		<b>\$ 407,120</b>

Our Total Estimated Project Fee is divided into the above work components for billing purposes.





## ATTACHMENT "B"

### HOURLY BILLING RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
<b>DESIGN</b>	
Director	\$ 160.00
Senior Project Manager	140.00
Project Manager	120.00
Project Engineer	105.00
Assistant Project Engineer	90.00
CADD Manager	105.00
CADD Technician	90.00
Assistant CADD Technician	75.00
R/W Manager	155.00
R/W Appraiser	155.00
R/W Buyer	155.00
<b>INSPECTION</b>	
Director	\$ 160.00
Resident Project Representative	125.00
Asst Resident Project Representative	115.00
Project Inspector	105.00
Assistant Project Inspector	85.00
<b>SURVEY</b>	
Survey Manager	\$ 130.00
Assistant Survey Manager	95.00
Survey Crew – 1 Man	115.00
Crew Chief	95.00
Field Man	70.00
Researcher	85.00
Survey Technician	90.00
<b>MISCELLANEOUS</b>	
Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2020

# CROSSROAD ENGINEERS, PC

3417 SHERMAN DR, BEECH GROVE, IN 46107 // 317.780.1555 // CROSSROADENGINEERS.COM

November 28, 2019

Mr. Mark Beck, P.E.  
CrossRoad Engineers, PC  
[mbeck@crossroadengineers.com](mailto:mbeck@crossroadengineers.com)



7770 West New York Street  
Indianapolis, IN 46214  
(317) 273 1690  
(317) 273 2250 (FAX)

Re: Proposal for Professional Services  
Geotechnical Evaluation & Pavement Design  
CR 525 & CR 50 Improvements  
Franklin, Indiana  
EEI Proposal No. PCJ195613

Dear Mark:

We understand that the City of Franklin is planning to make improvements to CR 525 from CR 50 to SR 44 and to CR 50 from CR 525 to CR 550 for a total distance of about 6,000 ft. Based on a figure and narrative you provided with the request, the improvements are anticipated to consist of full-depth reclamation (FDR) of the roadway to include a 30-ft wide section. With regard to drainage, we anticipate improved roadside ditches will be established and culverts will be replaced or extended. At this time, the profile grade is anticipated to remain relatively unchanged, and no other information is known. As such, our scope will include:

- Performing up to 12 borings and pavement cores to evaluate and assess the existing pavement and subgrade conditions. In addition, hand augering will be completed just off the edge of the pavement to evaluate the conditions in the areas of widening. We will coordinate with the city for traffic control;
- Completing laboratory testing, including crushing and sieving of the pavement cores in order to provide contractors information at the time of the bid for their mix design;
- Preparing a geotechnical report to provide earthwork and pavement subgrade considerations, pavement design parameters, and anticipated construction challenges as a result of the geotechnical conditions; and
- Preparing a pavement design for an FDR section and assisting you with preparation of the contract documents for the pavement items. We will utilize the 2020 ISS.

For the scope discussed above, we propose to provide our services on a unit rate basis in accordance with the attached Cost Estimate. The cost is estimated to be up to \$23,620. Should you or the city have any questions or if you require additional information, feel free to contact us. We understand that your firm will prepare an agreement with our previously negotiated terms and conditions. Thank you for including us on your team.

Sincerely,  
**EARTH EXPLORATION, INC.**

Michael S. Wigger, P.E.  
Vice President

Enclosure: Cost Estimate

**COST ESTIMATE**  
**Geotechnical Evaluation & Pavement Design**  
CR 525 & CR 50 Improvements  
Franklin, Indiana

**EXPLORATORY FIELD ACTIVITIES**

Mobilization and demobilization	1 LS	\$560.00 / LS	560.00
Test boring with SPT sampling	120 ft	\$19.00 / ft	2,280.00
Shelby tube sampling	6 ea	\$65.00 / ea	390.00
Drill equipment	2 day	\$300.00 / day	600.00
Rock coring	ft	\$32.00 / ft	
Rock core set-ups	ea	\$90.00 / ea	
Soundings	32 ft	\$8.00 / ft	256.00
Pavement cores	12 ea	\$150.00 / ea	1,800.00
Road closure	day	\$125.00 / day	
Traffic control (flagmen)	2 day	\$1,500.00 / day	3,000.00
Hand auger drilling in areas of widening	8 hr	\$105.00 / hr	840.00
Boring layout, permits and utility coordination	1 LS	\$840.00 / LS	840.00
Support truck	2 day	\$90.00 / day	180.00
Per diem	day	\$90.00 / day	
Overnight living expense	night	\$230.00 / night	
		Subtotal	<u>10,746.00</u>

**LABORATORY**

Visual soil/rock classification, moisture content and hand penetrometer readings	4 hr	\$80.00 / hr	320.00
Atterberg limits	6 ea	\$80.00 / ea	480.00
Grain size analysis	6 ea	\$120.00 / ea	720.00
Unconfined compression	6 ea	\$80.00 / ea	480.00
Standard Proctor	ea	\$145.00 / ea	
California bearing ratio (CBR)	ea	\$400.00 / ea	
Unit Weight	12 ea	\$20.00 / ea	240.00
Loss on Ignition	4 ea	\$38.00 / ea	152.00
Crush and sieve pavement cores	12 ea	\$240.00 / ea	2,880.00
Specific Gravity	ea	\$50.00 / ea	
Topsoil Testing	ea	\$400.00 / ea	
		Subtotal	<u>\$5,272.00</u>

**ENGINEERING**

Geotechnical report	1 LS	\$2,500.00 / LS	2,500.00
Pavement analysis and design (FDR)	1 LS	\$4,500.00 / LS	4,500.00
Assist with preparation of contract documents	1 LS	\$600.00 / LS	600.00
		Subtotal	<u>\$7,600.00</u>

Estimated Total      \$ 23,618.00



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WalkerHughes Insurance 6510 N Shadeland Ave  Indianapolis IN 46220		<b>CONTACT NAME:</b> Jessica Crews <b>PHONE (A/C, No, Ext):</b> (317) 353-8000 <b>FAX (A/C, No):</b> (317) 351-7149 <b>E-MAIL ADDRESS:</b> j.crews@walkerhughes.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> RLI Insurance Co.	
		<b>INSURER B:</b> Travelers Casualty Insurance Company of America	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>  Crossroad Engineers, Pc 3417 Sherman Drive  Beech Grove IN 46107			

## COVERAGES

CERTIFICATE NUMBER: CL19102326449

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003927	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001922	10/25/2019	10/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0002196	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	PSW0002860	10/25/2019	10/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Claims-made form)			106681920	10/25/2019	10/25/2020	Per Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Franklin is an additional insured as General Liability, Automobile and Umbrella coverage shown above provides for additional insured when agreed by contract or agreement. General Liability, Automobile and Umbrella coverage is provided on a primary, non-contributory basis. General Liability, Automobile and Workers Compensation includes blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures. General Liability includes Contractual Liability per the terms of the policy. \* Umbrella liability does NOT extend over professional liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Franklin 70 E. Monroe St.  Franklin IN 46131-2358	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

## EXHIBIT 6

### **CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAW**

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

- a. Execution of Non-Collusion Affidavit(s) to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable contract provisions pursuant to IC 5-16-13 for Public Works projects awarded after June 30<sup>th</sup>, 2015 the terms of which are specifically incorporated herein by reference and/or as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law including but not limited to IC 22-5-1.7-11.1. Specifically, the undersigned declares under penalty of perjury that as a term of doing business with the City of Franklin that they have enrolled in and verify the work eligibility status of newly hired employees through the E-verify program and that by their signature below they do not knowingly apply unauthorized aliens.
- e. The undersigned certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.
- f. The undersigned, if applicable, agrees to comply with the terms of IC 5-16-13-8 and represents that the project or work shall not be structured other than in the "tier" structure as required by law.
- g. The undersigned shall comply with the insurance requirements and hold harmless provisions of the City of Franklin incorporated by reference herein and where applicable shall comply with the requirements of IC 5-16-13-9 through 12.

- h. Pursuant to IC 36-1-12-24 Contractors and Subcontractors shall drug test employees when the cost of any Public Works project is greater than \$150,000.00.
- i. If applicable, the undersigned shall comply with IC 5-16-13-13; 14 in all respects including but not limited to document preservation and availability for inspection.
- j. If applicable to the project, the undersigned agrees to comply with, be bound by, and follow all regulations regarding non-discrimination as required by the City of Franklin's Title VI Plan and Non-Discrimination Agreement including the requirements identified on Appendix A attached hereto.

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

I HEREBY SWEAR AND AFFIRM UNDER PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL OF WHICH IS SWORN TO THIS 2<sup>nd</sup> DAY OF December, 2019.



Duly Authorized Representative of Contracting Party

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor/consultant") agrees as follows:

- (1) **Compliance with Regulations:** The contractor/consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT" Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor/Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor/consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor/consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor/consultant of the contractor/consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) **Information and Reports:** The contractor/consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation (INDOT) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor/consultant is in the exclusive possession of another who fails or refuses to furnish this information the contractor/consultant shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor/consultant's noncompliance with the nondiscrimination provisions of this contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the contractor/consultant under the contract until the contractor/consultant complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor/consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor/consultant shall take such action with respect to any subcontract or procurement as INDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor/consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor/consultant may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation and, in addition, the contractor/consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### APPENDIX A