

**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.

Date Submitted:	April 27, 2017	Meeting Date:	May 1, 2017
Contact Information:			
Requested by:	Mark Richards		
On Behalf of Organization or Individual:			
Telephone:	317-736-3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E. Monroe St., Franklin, IN		
Describe Request:			
Consideration of contract with CrossRoad Engineers to provide design services for Linville Way, a new roadway to serve the proposed Shell Building and other undeveloped parcels.			
List Supporting Documentation Provided:			
Proposal / letter agreement			
Who will present the request?			
Name:	Mark Richards	Telephone:	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.

April 4, 2017

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



RE: Fee Proposal for Civil Engineering Services
Linville Way Project
Franklin, Indiana

Dear Mark:

CrossRoad Engineers is pleased to present this Scope of Services and Fee Proposal to provide professional services associated with a new roadway with a west terminus at Graham Road and going east and south to the intersection with Commerce Parkway. This is a length of approximately 2,500 feet and will include new pavement, curb and gutter, ditches, and necessary storm sewers. We will also design for the installation of a water main and sanitary sewer main to be extended through the development. We will coordinate with the City on the typical section of the pavement for this design as well as the connection design to any potential detention and water quality features. It is our understanding that this scope does not include any detailed detention or water quality design, but does include the coordination of information with the respective developments who are to provide those facilities for the roadway infrastructure. 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. SUPPLEMENTAL TOPOGRAPHIC SURVEY

The City of Franklin (or others) will supply CrossRoad with the already completed ALTA Boundary Survey as well as a topographic survey for the site which will cover most of the area of need. This information is to be supplied in ACAD.dwg format with benchmark information and z-coordinate data intact for our use in the design. CrossRoad Engineers will then perform the field work and office work necessary to supplement the provided topographic survey for completion of this project. 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 re-establish the existing Right-of-Ways at either end of the project.

B. PRELIMINARY PHASE & PRIMARY PLAT

After the survey is completed, we will prepare a preliminary layout that will identify the existing site amenities and will identify proposed project features such as the proposed street improvements, sidewalks, drainage structure improvements, etc. It is assumed that the proposed development will consist of three (3) lots and one (1) block to be served by the proposed roadway. Once the layout has been completed, we will meet with you to discuss and make any necessary adjustments. A total of two (2) team meetings and iterations of the

initial layout are included within this phase.

Based on the approved preliminary layout, CrossRoad Engineers will perform the necessary field and office work to generate the required primary plat document per the City of Franklin standards. We will also prepare the applications and forms for the filing of the primary plat submission and considerations for approval. It is anticipated that the City attorney will provide any necessary written commitments, covenants and restrictions, and/or other management/maintenance agreement related documents to supplement the primary plat filing. CrossRoad will attend the necessary hearings to represent the City and present the project for consideration by all the respective boards. For this phase, it is anticipated that one (1) TAC meeting and one (1) Plan Commission Hearing will be required. This phase includes all office and drive time required for the preparation and attendance of the meetings.

The attendance of additional meetings deemed necessary due to remonstrations, continuation, tabling, or any other circumstance beyond the control of CrossRoad Engineers shall be done so on an hourly basis.

C. DESIGN & CONSTRUCTION DRAWINGS & SECONDARY PLAT

Based on the approved primary plat and survey information obtained, we will design all the elements for the development necessary to insure the workability of:

- Road alignment and intersections of Graham Road and Commerce Parkway
- drainage, grading, and storm sewers (Not including Detention or Water Quality)
- Water main extension through development
- Sanitary main extension through development
- Sanitary sewer lateral connections to three (3) lots and manhole connection to one (1) block.
- Misc. utility service alignments through development (sizing and design by others)

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

- Title Sheet
- Topographical Survey and Existing Conditions Plan
- Site Development Plan:
 - location of intersections and road alignment through development
 - driveway access points, curbs, and sidewalks
- Roadway Construction Details
 - Road Plan & Profiles
 - Road Cross Sections
 - storm structures, and grading (Not including Detention or Water Quality)
 - plan and profiles as necessary
- Intersection Construction Details
 - Grading spot elevations
 - Pavement marking
- Maintenance of Traffic Plan
 - INDOT/MUTCD standards

- Sanitary Sewer Main Extension
 - Plan and profiles as necessary for IDEM approval
 - Sanitary details and lateral connection points
- Water Main Extension
 - Plan per INAW developer standards handbook
 - Water main details, valves, hydrants, connection points
- Erosion Control Plan
 - consistent with local MS4 requirements for Rule 5 conformance
- Miscellaneous Details and Specifications
- Secondary Plat Document

This scope does not include any landscape plans, architectural plans or property signage plans. In addition, this work does not include any building permits and Fire Prevention and Building Safety Approvals. CrossRoad Engineers will not be responsible for obtaining approvals or permits normally obtained by the architect and/or contractor(s).

D. REGULATORY SUBMITTALS & BIDDING PHASE

We will prepare the necessary applications for submittal and review and/or approval of the civil construction plans and secondary plat prepared as part of this agreement. This task will include the necessary administration services for preparing the submittals as well as travel costs associated with the coordination efforts to obtain civil engineering plan approval through the necessary local regulatory agencies. It is anticipated that one (1) Technical Review Committee meeting and one (1) Plan Commission hearing in the City of Franklin will be required for the review and approval of this project. In addition, coordination with IDEM for the sanitary sewer main extension and coordination with INAW for the water main extension will be included.

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 facilitating and reviewing the public bid of the project. It is assumed that one (1) pre-bid meeting, two (2) plan addendums, and one (1) City Council meeting will be required for the bidding assistance and awarding of contract.

CrossRoad Engineers will not be responsible for any submittal items relating to architectural or signage plans. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the architect and/or selected contractor.

E. DOCUMENTS FOR R/W GRANT AND/OR EASEMENT

CrossRoad Engineers will provide survey exhibits and legal descriptions for any necessary off-site easements and/or grants of rights-of-way. This work will not include any of the front-end documents required for the recording of these documents, as it is assumed that these will be provided by the City attorney. This phase does not include the procurement of any necessary grants. This work shall be performed on a per each basis based on the rate as shown on the Fee Schedule included with this document as Attachment "A".

F. CONSTRUCTION STAKING, INSPECTION & AS-BUILT PLANS

Once design is complete, CrossRoad Engineers will perform construction staking (including plat monumentation), 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" with a Not-to-Exceed amount to be determined once design is completed.

G. 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 5th of each month and will become due by the 30th 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.

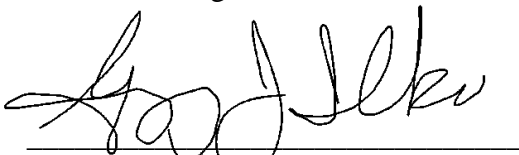
H. UNDERSTANDINGS

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. 112.

Sincerely,

CrossRoad Engineers, PC



Gregory J. Ilko, P. E.
Vice President

Please signify your acceptance by signing below:

City of Franklin

Date

ATTACHMENT “A”

FEE SCHEDULE

A.	SUPPLEMENTAL TOPOGRAPHIC SURVEY	\$ 6,000.00
B.	PRELIMINARY PHASE & PRIMARY PLAT	\$ 15,000.00
C.	DESIGN & CONSTRUCTION DRAWINGS & SECONDARY PLAT	\$ 60,000.00
D.	REGULATORY SUBMITTALS & BIDDING PHASE	\$ 15,000.00
E.	DOCUMENTS FOR R/W GRANT AND/OR EASEMENT (<i>PER EACH</i>)	\$ 800.00
F.	CONSTRUCTION STAKING, INSPECTION, & AS-BUILT PLANS	<i>Hourly NTE TBD</i>

TOTAL FEE **\$ 96,000.00**
(*Not Including Items E & F*)

Our total lump sum proposed fee is divided into the above work components for billing purposes.

ATTACHMENT “B” HOURLY BILLING RATES

PERSONNEL CLASSIFICATION HOURLY RATE

DESIGN

Director	150.00
Senior Project Manager	130.00
Project Manager	115.00
Project Engineer	100.00
Assistant Project Engineer	85.00
CADD Manager	100.00
CADD Technician	85.00
Assistant CADD Technician	70.00
R/W Manager	95.00
R/W Buyer	150.00

INSPECTION

Director	\$ 150.00
Resident Project Representative	115.00
Asst Resident Project Representative	105.00
Project Inspector	95.00
Assistant Project Inspector	75.00

SURVEY

Survey Manager	\$ 120.00
Assistant Survey Manager	85.00
Survey Crew – 1 Man	105.00
Crew Chief	85.00
Field Man	65.00
Researcher	80.00
Survey Technician	85.00

MISCELLANEOUS

Mileage (per mile)	\$ 0.52
Other Direct Costs	at cost +15%

CrossRoad Engineers, PC
3417 Sherman Drive
Beech Grove, Indiana 46107
Rates Effective through December, 2017

TERMS AND CONDITIONS

1. SCOPE OF WORK

CrossRoad Engineers, PC. (CRE) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). CRE will provide additional services at a mutually agreed price. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to CRE the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to CRE that it has the authority and permission of the owner and occupant of the site to grant right of entry to CRE.

3. PAYMENT TERMS

CRE will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to CRE. Payment is due within thirty (30) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, CRE makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by CRE to Client. Client agrees to give CRE written notice of any breach or default under this section and to give CRE a reasonable opportunity to cure such breach or default, without the payment of additional fees to CRE, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

CRE maintains Workers' Compensation and Employers' Liability Insurance in compliance with the

laws of the state having jurisdiction over the individual employee. CRE has insurance coverage under general liability, property damage, and professional liability, which CRE deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. CRE may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit CRE will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit CRE'S liability to Client or any other party using or relying on CRE'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in CRE'S performance, or other legal theory such that the total aggregate liability of CRE to all those named shall not exceed a maximum limit of \$25,000 or CRE'S project fee for the services rendered on this project, whichever is less.

7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event CRE determines there may be a significant risk that CRE'S fees may not be paid on a timely basis, CRE may suspend performance and/or retain any reports, work products, or other information until Client provides CRE with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of CRE.

9. SAFETY

CRE'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any

individuals who are directly involved with *CRE'S* work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of *CRE*, nor the presence of *CRE'S* employees and its subcontractors shall be construed to imply that *CRE* has any responsibility for any activities on the site, which are performed by personnel other than *CRE'S* employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *CRE* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *CRE* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *CRE'S* performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

CRE will charge the Client at standard fees for stand-by or non-productive time for delays in *CRE'S* work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *CRE'S* report, are based on information furnished by others and/or estimates made by *CRE'S* personnel and are only considered approximations, unless otherwise stated. *CRE* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work,

including the original work performed, will be charged for at the appropriate rates in the fee schedule.

Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *CRE* and its subcontractors, and that the data interpretations and recommendations of *CRE'S* and its subcontractors are based solely on the information available to them. *CRE* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *CRE* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *CRE* for inadequate, negligent, or improper performance of services by *CRE* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *CRE* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *CRE* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *CRE'S* or its subcontractors' recommendations that are not followed. Client waives any claim against *CRE* and agrees to defend, indemnify, and hold *CRE* harmless from any claim, liability for injury, or business loss that results from *CRE'S* recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *CRE* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since CRE'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, CRE shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to CRE personnel or its subcontractors' personnel. Neither shall CRE be responsible for the possible consequences of not issuing a stop-work order. CRE will only report to Client regarding the quality of the work CRE has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

CRE shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. CRE shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. CRE'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. CRE'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that CRE is responsible for observing all activities and personnel at the project site. If CRE is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against CRE and agrees to indemnify, defend, and hold CRE harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with CRE's work, are only intended to mean periodic observation or monitoring of the project work as outlined in CRE'S proposed and contracted scope of work.

19. RETESTING AND RE-MONITORING

CRE is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event CRE's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, CRE will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

CRE will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by CRE'S negligence will be restored at CRE'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, CRE will take reasonable precautions to avoid damage to subterranean structures or utilities of which CRE has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless CRE from and against any claims, losses, or damages incurred or asserted against CRE related to Client's failure to mark, protect, inform, or advise CRE of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

CRE and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting CRE'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of CRE'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against CRE, and agrees to hold harmless, defend, and indemnify CRE from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to CRE'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise CRE, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of CRE'S or its subcontractors' equipment. Furthermore, any equipment of CRE'S or its subcontractors' contaminated during CRE's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to

Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives any claim against CRE and its subcontractors and agrees to defend, indemnify, and hold harmless CRE from any claims, business loss, or liability for injury arising from CRE'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to CRE'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

CRE and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of CRE'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in CRE'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. CRE shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in CRE'S proposed and contracted scope of work. Client waives any claim against CRE and agrees to defend, indemnify, and hold harmless CRE from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless CRE and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by CRE'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after

completion of services herein; allegations that CRE or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensations and Liability Act, or any other similar federal, state or local regulation or law.

CRE or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of CRE or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by CRE shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless CRE from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of CRE during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by CRE in accordance with this agreement, except documents, which are require to be filed with public agencies, shall remain the property of CRE. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by CRE, and waives liability against CRE for their use. Further, client agrees to waive any claim against CRE and to indemnify, defend, and hold harmless CRE from any and all claims arising out of any use, not authorized in writing by CRE, of these documents by third Parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards CRE'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against CRE and its subcontracts and agrees to defend, indemnify, and hold harmless CRE and its subcontractors from any claim, business loss, liability for injury, or loss arising from

disregarding CRE'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement,

CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of CRE to terminate their relationship to CRE.

CITY OF FRANKLIN PROJECT: LINVILLE WAY					
ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
105-06845	CONSTRUCTION ENGINEERING	LS	1.0	\$ 15,000.00	\$ 15,000.00
110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1.0	\$ 75,000.00	\$ 75,000.00
201-52370	CLEARING RIGHT OF WAY	LS	1.0	\$ 5,000.00	\$ 5,000.00
203-02000	EXCAVATION, COMMON	CYS	3200.0	\$ 23.00	\$ 73,600.00
205-12108	STORM WATER MANAGEMENT BUDGET	DOL	10000.0	\$ 1.00	\$ 10,000.00
205-12109	SWQCP PREP AND IMPLEMENTATION LEVEL 1	LS	1.0	\$ 25,000.00	\$ 25,000.00
207-09934	SUBGRADE TREATMENT, TYPE IB	SYS	9450.0	\$ 7.00	\$ 66,150.00
211-09264	STRUCTURE BACKFILL, TYPE 1	CYS	150.0	\$ 30.00	\$ 4,500.00
401-07353	QC/QA-HMA, 2, 64, SURFACE, 9.5mm	TON	700.0	\$ 105.00	\$ 73,500.00
401-07390	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0mm	TON	1150.0	\$ 70.00	\$ 80,500.00
401-07423	QC/QA-HMA, 2, 64, BASE, 19.0mm	TON	2750.0	\$ 65.00	\$ 178,750.00
401-10258	JOINT ADHESIVE, SURFACE	LFT	5000.0	\$ 1.00	\$ 5,000.00
401-10259	JOINT ADHESIVE, INTERMEDIATE	LFT	5000.0	\$ 1.00	\$ 5,000.00
401-11785	LIQUID ASPHALT SEALANT	LFT	5000.0	\$ 1.00	\$ 5,000.00
406-05520	ASPHALT FOR TACK COAT	TON	6.0	\$ 550.00	\$ 3,300.00
604-06070	SIDEWALK, CONCRETE	SYS	2780.0	\$ 34.00	\$ 94,520.00
605-52807	COMBINED CONCRETE CURB AND GUTTER, 6 IN., MODIFIED	LFT	5000.0	\$ 15.00	\$ 75,000.00
621-06567	WATER	KGAL	6.0	\$ 1.00	\$ 6.00
621-06575	SODDING, NURSERY	SYS	2300.0	\$ 4.00	\$ 9,200.00
628-09402	FIELD OFFICE, B	MOS	4.0	\$ 2,000.00	\$ 8,000.00
715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	5000.0	\$ 3.50	\$ 17,500.00
715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	1250.0	\$ 45.00	\$ 56,250.00
715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	875.0	\$ 47.00	\$ 41,125.00
715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	375.0	\$ 50.00	\$ 18,750.00
715-05408	PIPE, SANITARY SEWER, 8 IN.	LFT	1445.0	\$ 65.00	\$ 93,925.00
715-46000	PIPE END SECTION, DIAMETER 12 IN.	EACH	14.0	\$ 500.00	\$ 7,000.00
715-46010	PIPE END SECTION, DIAMETER 18 IN.	EACH	8.0	\$ 600.00	\$ 4,800.00
718-52610	AGGREGATE FOR UNDERDRAINS	CYS	450.0	\$ 50.00	\$ 22,500.00
718-99153	GEOTEXTILE FOR UNDERDRAIN	SYS	3340.0	\$ 2.50	\$ 8,350.00
715-11879	SEWER, SANITARY LATERAL, CONNECTIONS	LFT	150.0	\$ 50.00	\$ 7,500.00
720-03025	SANITARY MANHOLE	EACH	5.0	\$ 4,000.00	\$ 20,000.00
720-00000	CORE DRILL EXISTING MANHOLE	EACH	1.0	\$ 650.00	\$ 650.00
720-98174	INLET, B15	EACH	13.0	\$ 2,700.00	\$ 35,100.00
720-98555	INLET, C15	EACH	13.0	\$ 2,700.00	\$ 35,100.00
801-03290	CONSTRUCTION SIGN, C	EACH	2.0	\$ 220.00	\$ 440.00
801-04308	ROAD CLOSURE SIGN ASSEMBLY	EACH	2.0	\$ 300.00	\$ 600.00
801-06640	CONSTRUCTION SIGN, A	EACH	2.0	\$ 240.00	\$ 480.00
801-06645	CONSTRUCTION SIGN, B	EACH	4.0	\$ 75.00	\$ 300.00
801-06775	MAINTAINING TRAFFIC	LS	1.0	\$ 10,000.00	\$ 10,000.00
801-07119	BARRICADE, III-B	LFT	64.0	\$ 15.00	\$ 960.00
802-05701	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	LFT	175.0	\$ 20.00	\$ 3,500.00
802-05702	SIGN POST, SQUARE, TYPE 2, REINFORCED ANCHOR BASE	LFT	25.0	\$ 16.00	\$ 400.00
802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	85.0	\$ 20.00	\$ 1,700.00
802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	SFT	14.0	\$ 20.00	\$ 280.00
808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 24 IN.	LFT	80.0	\$ 8.00	\$ 640.00
808-75246	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	5000.0	\$ 1.00	\$ 5,000.00
808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN.	LFT	30.0	\$ 5.00	\$ 150.00
808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, 6 IN.	LFT	60.0	\$ 5.00	\$ 300.00
-	10" DI WATER MAIN - PUSH JOINT - OPEN CUT	LFT	2500.0	\$ 60.00	\$ 150,000.00
-	FIRE HYDRANT ASSEMBLY	EACH	5.0	\$ 5,000.00	\$ 25,000.00
-	10" TAPPING SADDLE & 10" TAP VALVE	EACH	2.0	\$ 6,000.00	\$ 12,000.00
-	10" GATE VALVE	EACH	3.0	\$ 1,200.00	\$ 3,600.00
	Estimated Cost				\$ 1,395,926.00
	15% contingency:				\$ 209,388.90
	Total Estimated Cost:				\$ 1,605,314.90