

**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:	May 27, 2020	Meeting Date:	June 1, 2020
Contact Information:			
Requested by:	Mark Richards		
On Behalf of Organization or Individual:		Department of Planning & Engineering	
Telephone:	317-736-3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request approval of Supplement 1 to the professional services agreement with Strand Associates for the Graham St. storm sewer replacement project.			
List Supporting Documentation Provided:			
Draft Supplement			
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.

SUPPLEMENTAL AGREEMENT NO. 1

This supplemental agreement is made and entered into _____, _____, by and between the CITY OF FRANKLIN, INDIANA, acting by and through its proper officials (hereinafter referred to as "OWNER") and Strand Associates, Inc (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, OWNER and the CONSULTANT did, on July 15, 2019, enter into an Agreement for professional services necessary for the Graham Street Storm Sewer Replacement Project ("Project").

WHEREAS, OWNER desires the CONSULTANT to provide additional professional services necessary for the installation of a new storm sewer on a new alignment.

WHEREAS, in order to provide for completion of the services, it is necessary to amend and supplement the Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. SECTION IV COMPENSATION is amended to read as follows:

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. The terms of payment of said compensation is as set forth on Exhibit 4. Compensation for the services rendered shall not exceed the sum of \$138,405.00 without specific written authorization of OWNER prior to incurring the charge.

2. EXHIBIT 1 SERVICES is revised and attached to this Supplemental.
3. EXHIBIT 4 COMPENSATION is revised and attached to this Supplemental.
4. Except as herein modified, changed and supplemented, all terms of the original contract dated July 15, 2019 shall continue in full force and effect.

Non Collusion - The undersigned attest, subject to the penalties of perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not nor has any other member, employee, representative, agent or officer of the firm, company corporation or partnership represented by him/her directly or indirectly, to the best of his/her knowledge, entered into or offered to the 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 upon the face of the agreement.

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

Strand Associates, Inc.
(CONSULTANT)

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

DRAFT

Joseph M. Bunker, Corporate Secretary

DRAFT

Steve Barnett, Mayor

DRAFT

Melissa Jones, Member

DRAFT

Robert Swinehamer, Member

ATTEST:

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Jayne W. Rhoades

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Exhibit 1–Supplemental NO. 1

Project Information

Project Name: Central Storm Sewer Evaluation and Repair

Services Description: Evaluate 600 feet of storm sewer for pipe bursting, prepare Bidding Documents, and provide construction-related services.

Scope of Services

CONSULTANT will provide the following services to OWNER:

Pipe Bursting Feasibility Memorandum

1. Retain the services of a Geotechnical Engineer to collect up to three borings on the proposed project site, prepare a geotechnical evaluation, and provide the findings in a report.
2. Prepare an environmental site review using historic and publicly accessible records to identify potential environmental concerns.
3. Communicate with a contractor known to provide pipe bursting services regarding project feasibility.
4. Review up to three alternatives to pipe bursting for storm sewer replacement.
5. Attend a Board of Works meeting and present the findings of the report
6. Develop scoping level opinions of probable construction cost (OPCC) for each alternative.
7. Summarize findings in a technical memorandum.

Design Services

1. Perform a topographic survey for approximately 700 feet of new storm sewer between Graham Road and Cincinnati Street.
2. Develop construction drawings for up to 700 feet of new storm sewer.
3. Prepare a prebid OPCC for the project and submit to OWNER.
4. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications and engineering drawings.
5. Submit draft Bidding Documents to OWNER for review.
6. Review draft Bidding Documents with OWNER, incorporate review comments as appropriate, and submit up to two copies of the final Bidding Documents to OWNER.

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Easement Services

1. Provide a 20-year Title Commitment for up to five parcels.
2. Provide metes and bounds legal descriptions and transfer documents for each parcel. The descriptions shall be prepared and certified by an Indiana registered land surveyor.
3. Provide individual plats for each parcel. Each plat shall be certified by an Indiana registered land surveyor.
4. Provide in the field a stake-out locating the approximate easement lines for each parcel. The stake-out will be made using wooden hubs located at changes in bearing and other points necessary to show the approximate location of the easement.
5. Provide easement management services which includes scheduling activities necessary to secure the easement; meetings, conferences and communications with property owners, appraisers, buyers, and OWNER; and revisions to construction drawings, legal descriptions, plats, and easements stake-outs.
6. Engage the services of an Indiana Department of Transportation (INDOT) prequalified appraiser to perform appraisal services for up to five parcels in accordance with the 2018 INDOT Real Estate Division Manual.
7. Engage the services of an INDOT prequalified buyer to perform buying services up to five parcels in accordance with the 2018 INDOT Real Estate Division Manual excepting those requirements relating to the Uniform Relocation Act

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
4. Prepare three sets of Contract Documents for signature.

Construction-Related Services

1. Provide contract administration Services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout.
2. Provide resident project representative for up to 300 hours of full-time observation of construction. In furnishing observation services, CONSULTANT's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but CONSULTANT will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Service Elements Not Included

The following services are not included. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:

- a. Work damaged by fire or other cause during construction.
- b. A significant amount of defective or neglected work of any contractor.
- c. Prolongation of the time of the construction contract.
- d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: CONSULTANT will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
6. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by CONSULTANT will be provided through a separate agreement with OWNER.
7. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for CONSULTANT's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. CONSULTANT's cost for such evaluations is not included in the scope of this Agreement. Services of this type by CONSULTANT will be provided through an amendment to this Agreement.
8. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
9. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.

10. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Standard of Care

The Standard of Care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

Opinion of Probable Cost

Any opinions of probable cost prepared by CONSULTANT are supplied for general guidance of OWNER only. CONSULTANT has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Payment Requests

CONSULTANT's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by CONSULTANT will be provided through an amendment to this Agreement.

Data Provided by Others

CONSULTANT is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to CONSULTANT and where CONSULTANT's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

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EXHIBIT 4—Supplemental No. 1

Compensation

OWNER shall compensate CONSULTANT for Services in accordance with the following table.

Service	Type	Cost Per Each	Number	Amount
Pipe Bursting Feasibility Memorandum	Lump Sum			\$ 19,000
Design Services	Lump Sum			\$ 31,000
Easement Services				
Title & Encumbrance Reports				
Commercial	Per Each	\$ 475	3	\$ 1,425
Residential	Per Each	\$ 325	2	\$ 650
Copies				\$ 580
Easement Description with Parcel Plat	Per Each	\$1,800	5	\$ 9,000
Right-of Way Staking	Lump Sum			\$ 1,500
Appraisals	Per Each	\$2,050	5	\$ 10,250
Buying	Per Each	\$2,200	5	\$ 11,000
Right-of-Way Management	Per Each	\$1,000	5	\$ 5,000
Construction Administration	Lump Sum			\$ 12,000
RPR Services	Hourly			<u>\$ 37,000</u>
Total				\$138,405

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and hourly fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum and hourly fee that reflects any wage scale adjustments made.

The lump sum and hourly fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustments will be negotiated based on CONSULTANT's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Payment

OWNER shall make monthly payments to CONSULTANT for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at CONSULTANT's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

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Nonpayment 45 days after the date of receipt of invoice may, at CONSULTANT's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused CONSULTANT to suspend Services, CONSULTANT will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.