

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: 08/12/20

Meeting Date: 08/17/20

Contact Information:

Requested by: Sally Brown

On Behalf of Organization or Individual Wessler Engineering

Telephone: 317-736-3640

Email address: sbrown@franklin.in.gov

Mailing Address: 796 South State Street, Franklin, IN 46131

Describe Request

Approval of a Professional Services Agreement for West Side Interceptor between Wessler Engineering and City of Franklin

List Supporting Documentation Provided:

Professional Services Agreement

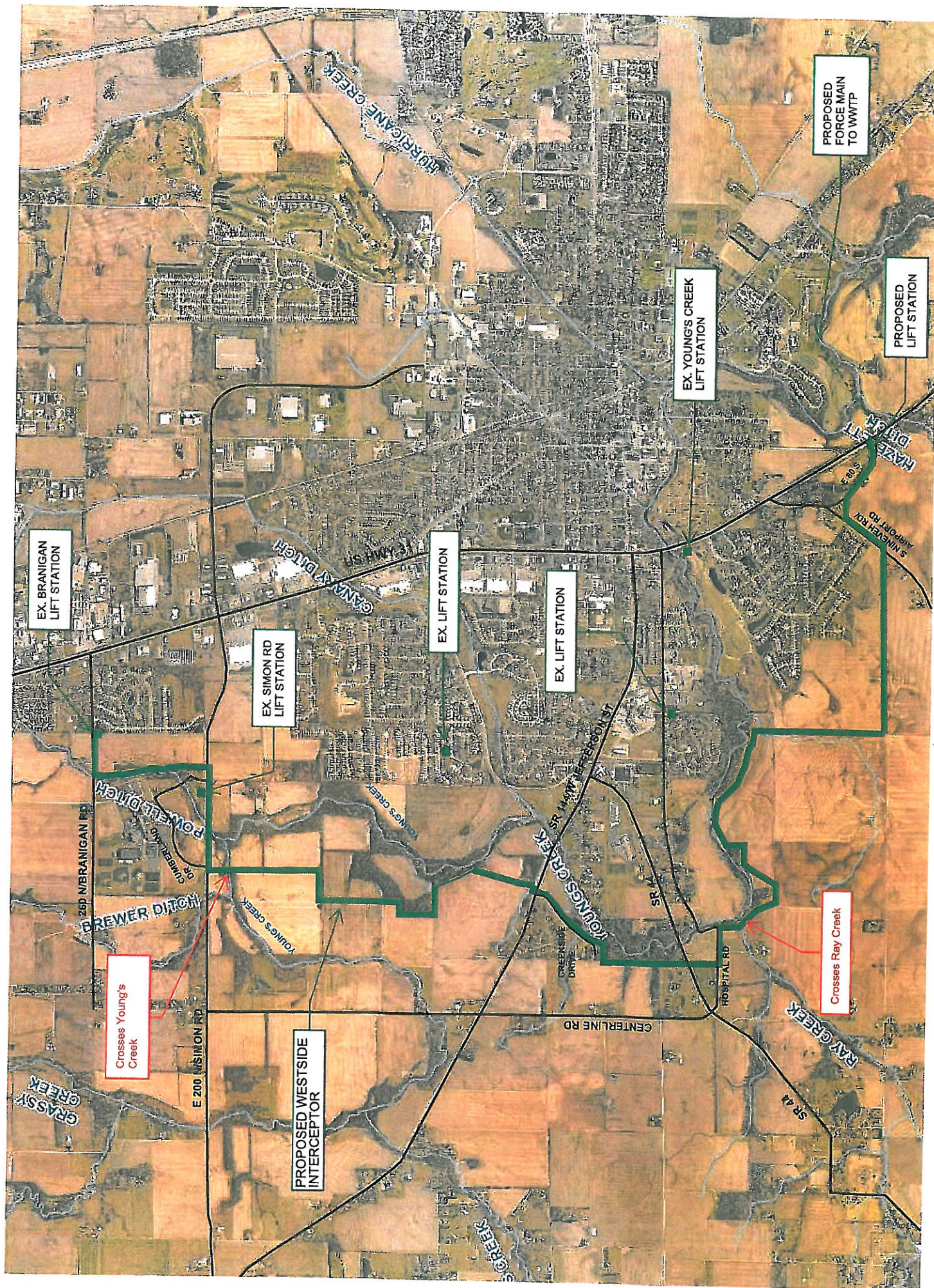
Map of proposed Interceptor

Who will present the request?

Name: Gary Ruston, Wessler Engineering

Telephone: 317-788-4551

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 17th day of August, 2020, is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety ("OWNER") and **Wessler Engineering, Inc.**, ("CONSULTANT") an Indiana corporation organized under the laws of the State of Indiana.

Project Description: Engineering services including preliminary engineering report, design, permitting, land acquisition, bid assistance, and construction phase services for the **Westside Regional Interceptor and Lift Station** as more fully set forth on the scope of services attached hereto as EXHIBIT 1.

RECITALS

WHEREAS, OWNER wishes to hire CONSULTANT to provide certain professional services with respect to the 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 is 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 in accordance with the terms of this Agreement, OWNER shall pay the CONSULTANT as follows:

1. Compensation for the following Basic Services as described in Article I of Exhibit 1 shall be on the basis of a Lump Sum Fee as follows:

<u>Article</u>	<u>Component</u>	<u>Fee</u>
I.A	Preliminary Engineering Report	\$ 60,000.00
I.B	Design Phase	\$ 480,000.00
I.C	Bid Assistance	<u>\$ 30,000.00</u>
Total Lump Sum Fee		\$ 570,000.00

2. Compensation for the following Basic Services as described in Article I of Exhibit 1 shall be on the basis of the of the actual man-hours and expenses incurred in performing the Services, at the CONSULTANT'S hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2020 Hourly Rate and Reimbursable Expense Schedule is included as *EXHIBIT 6*), plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Engineering Services.

<u>Article</u>	<u>Component</u>	<u>Fee</u>
I.D	Permitting Assistance	\$ 40,000.00
I.E	Easement Exhibits	\$ 100,000.00
I.F	Land Acquisition	\$ 140,000.00
I.G	Construction Administration	\$ 200,000.00
I.G	Resident Project Representative	\$ 375,000.00

3. Compensation for Additional Professional Services as provided in Exhibit 1, shall be on the basis of the of the actual man-hours and expenses incurred in performing the Services, at the CONSULTANT'S hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2020 Hourly Rate and Reimbursable Expense Schedule is included as *EXHIBIT 6*), plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Engineering Services. No increase in the hourly rate and reimbursable expenses schedule shall be charged to or incurred by OWNER under this Agreement unless provided and agreed to by OWNER prior to CONSULTANT providing the services under this Agreement. An increase in rates or schedule of expenses shall permit OWNER to terminate this Agreement as provided in Section V. CONSULTANT will prepare a monthly invoice in accordance with CONSULTANT'S standard invoicing practices. Invoices are due and payable within 45 days. If OWNER fails to make any payment due CONSULTANT for services and expenses within 45 days after receipt of CONSULTANT's invoice, the amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty fifth day. In addition, CONSULTANT may, without liability, after giving seven days written notice to OWNER,

suspend services under this AGREEMENT until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited to interest and then the principal.

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 with prior written approval of OWNER. 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. CONSULTANT notifies OWNER that it intends to utilize RWS South, Inc. as a sub consultant for land acquisition services.

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 4 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 insurance requirement and shall provide OWNER with a certificate or certification designating 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 projects, where applicable, the consultant shall comply with the provisions relative to non-discrimination in federally assisted programs as identified on the attached Exhibit 5, Appendix A. For purposes of interpretation of Exhibit 5, 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

The work performed by the CONSULTANT shall be at the risk of the CONSULTANT exclusively subject to paragraph 23 below. 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.

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 of Franklin
	Department of Public Works Superintendent
	796 South State Street
	Franklin, Indiana 46131

To CONSULTANT: **Wessler Engineering, INC.**
 Attn: Robert Holden
 6219 South East Street
 Indianapolis, IN 46227

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 5 and all attachments thereto and said terms and conditions are specifically incorporated herein.

23. Waiver of Claims for Hazardous Materials

The parties agree and the owner acknowledges that CONSULTANT is not being retained nor is CONSULTANT required to be in any way an arranger, generator, operator or transporter of hazardous materials present at or near the project site (as these terms are defined in applicable federal or state statutes and all related regulations). Owner agrees to make no claim or cause of action, including but not limited to negligence, breach of contract, strict liability or breach of express or implied warranty based upon the presence of hazardous substances.

24. 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.

WESSLER ENGINEERING, INC.
(CONSULTANT)



Robert W. Holden, II, Ph.D., P.E.
Vice President

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

Steve Barnett, Mayor

Melissa Jones, Member

Robert Swinehamer, Member

Attest:



Gary L. Ruston
Senior Project Manager

Attest:

Jayne Rhoades, Clerk-Treasurer

EXHIBIT 1

I. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

A. SRF Preliminary Engineering Report

1. Data Collection
 - a. Gather and study available pertinent information, including reports, studies, zoning maps, proposed land use information, Johnson County GIS parcel and right-of-way maps, contour maps, USGS quadrangle maps, etc.
2. Engineering Evaluation
 - a. Utilize land use information to calculate average wastewater flows anticipated from the Study Area. Apply peaking factors to the average flows to determine peak flows to estimate interceptor sewer sizes needed for the Study Area.
 - b. Prepare conceptual layouts of the interceptor sewer route with consideration given to watershed drainage characteristics in order to maximize gravity service with minimal interceptor depth.
 - c. Calculate estimated depths of the proposed interceptor sewer by identifying the most hydraulically remote points in the Study Area and calculating the drop required to reach the interceptor. Available contour information will be used to determine service point elevations and ground profiles.
 - d. Consider existing land characteristics in order to minimize easement acquisitions on productive land and to avoid wetlands.
 - e. Determine the capacity and routing of the interceptor sewer needed to service the Study Area and location of the new lift station.
3. Evaluation of the environmental impacts of the recommended project, including historic preservation, wetlands and 100-year floodplain maps, and related construction concerns.
4. Preparation of information for use by Owner's financial advisor to prepare a preliminary rate analysis. Information submitted to financial advisor shall include capital improvements and expected OM&R costs of the selected alternative.
5. Summarize the results of the investigations, engineering evaluation, recommendations and cost estimates in a Preliminary Engineering Report (PER). The PER will follow the guidelines established by the SRF program, and will include the following:
 - a. Map of the Projected Planning Area, showing location of the service area, environmental resources present, and growth areas and population trends.
 - b. Document need for project, including health and safety concerns, system operation and maintenance, and growth. The report will also project flow increases expected from anticipated future customers.
 - c. Recommendation of proposed interceptor sizes, depths, and route.
 - d. Evaluation of the environmental impacts of the recommended project, including historic preservation, archaeological reconnaissance by a certified archaeological firm, wetlands and 100-year floodplain maps, Farmland Impact Rating, and construction concerns. The Environmental chapter will follow the SRF guidelines.
 - e. Preliminary project cost budget, including construction, easement descriptions, legal, engineering, accounting, contingencies, and other costs associated with the proposed project.
 - f. Anticipated project schedule.
6. Review the report with the Owner in preliminary form prior to final publication. Following this review, submit eight (8) copies of the final report and present to the

EXHIBIT 1

Board of Public Works & Safety at a scheduled Public Hearing to comply with requirements of SRF.

7. Submit the approved PER to SRF for review and approval. Revise the PER as necessary to obtain SRF approval of the PER.

B. Design

1. Description

- a. Design and prepare drawings and specifications for the following:

- 1) Approximately 25,000 L.F. of 12" to 24" sanitary sewer from a point along CR 200E and U.S. 31 to a northern termination point at the existing Branigan Lift Station.
- 2) Demolish and decommission the Branigan Lift Station and Commerce Drive Lift Station and connect by gravity to the new sanitary interceptor sewer.
- 3) New 3-pump submersible lift station located near CR 200E west of U.S. 31, with approximately 4,000 L.F. of new force main to discharge to the existing Raw Sewage Pump Station at the WWTP. The lift station will have a permanent on-site back-up emergency generator.

2. Data Collection and Field Survey

- a. Gather and study available pertinent information, including previous Master Plans and collection system studies, existing sanitary sewer maps, drawings, reports, studies, zoning maps, proposed land use information, Johnson County GIS parcel and right-of-way shape files, contour maps, USGS quadrangle maps, etc.
 - b. Conduct a topographic and route survey along the proposed alignment for a sanitary sewer extension. The survey shall include setting control points and temporary benchmarks, locating visible existing surface features, surface elevations, existing sewers with inverts, and utility facilities as marked in the field by the utility companies through contacting the Indiana 811 IUPPS website. Prepare a location control route survey plat per IAC 865 1-12 of the project area, including existing adjoining property owners, locating available section corners and property corners, and preparing a surveyor's report.
3. Prepare for and conduct a kick-off review meeting with the OWNER to confirm the OWNER's objectives and the ENGINEER's approach. This meeting will be used to review and verify the scope of work, clarify responsibilities and how information exchange will be managed between the OWNER and ENGINEER, and will provide both parties the opportunity to discuss design related issues and alignments and agree upon the final design criteria.
 4. Prepare 30% Preliminary Design Phase documents consisting of final design criteria, preliminary site plan, preliminary plan drawings, and 30% Design Opinion of Probable Construction Cost. Prepare for and attend a 30% Design Review meeting. This meeting will include a presentation and discussion of the 30% Design documents. The format of the meeting will be to include sufficient presentation materials so that each item can be adequately reviewed and decisions made by the OWNER on how to proceed with 60% Design documents.
 5. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.
 6. Based on the recommendations determined in the 30% Preliminary Design Phase, and after indication by OWNER of any specific modifications or changes in the scope, extent,

EXHIBIT 1

character, or design requirements of the Project desired by OWNER, ENGINEER shall proceed with 60% Design Phase.

7. Prepare 60% Design Phase documents incorporating the final design criteria and preliminary plan drawings. Prepare for and attend a 60% Design Review meeting. This meeting will include a presentation and discussion of the 60% Design documents. The format of the meeting will be to include sufficient presentation materials so that each item can be adequately reviewed and decisions made by the OWNER on how to proceed with 90% Final Design documents.
8. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.
9. Prepare 90% Design Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 16-division format of the Construction Specifications Institute.
10. Advise OWNER of any adjustments to the Opinion of Probable Construction Cost known to ENGINEER.
11. Prepare and furnish review copies of the 90% Design Drawings and Specifications and any other deliverables to OWNER, and review them with OWNER, its legal counsel, and other advisors. Within 15 days of receipt, OWNER shall submit to ENGINEER any comments and instructions for revisions.
12. Revise the 90% Design Drawings and Specifications in accordance with comments and instructions from the OWNER, as appropriate, and submit final copies of 100% Design Bid Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to OWNER within 30 calendar days after receipt of 90% review comments and instructions from OWNER.
13. ENGINEER's services under the Design Phase will be considered complete on the date when the 100% Design Bid Documents have been delivered to OWNER.
14. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than **one** prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the 90% Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.
15. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, ENGINEER shall be entitled to an equitable increase in its compensation under this Agreement.

C. Bid Assistance

1. After acceptance by OWNER of the Bidding Documents and upon authorization by OWNER to proceed, ENGINEER shall:
 - a. Assist OWNER in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conference, if any.
 - b. Respond to Bidder questions and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

EXHIBIT 1

- c. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - d. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding a contract for the Work.
 - 2. The Bidding Phase will be considered complete upon execution of the Agreement with the Contractor or upon cessation of negotiations with prospective contractors.
- D. Permitting Assistance
 - 1. Prepare reports, drawings, exhibits and applications for obtaining permits from Indiana Department of Environmental Management, Indiana Dept. of Natural Resources, County Soil and Water Conservation District, County Drainage and Highway, Army Corps of Engineers, Indiana Department of Transportation, and others as applicable for this Project.
- E. Easement Exhibits
 - 1. Following the OWNER's approval of the proposed sanitary sewer plans and proposed easement limits, prepare descriptions and exhibits (per IAC 865 1-12) for each affected property owner. The estimated fee is based on preparing exhibits for 25 parcels and staking the easement limits once. If additional easement staking is required, it will be performed as an additional service.
- F. Land Acquisition
 - 1. Perform title research, appraisals, review appraisals, prepare transfer documents, buying, recording, and management for an estimated 25 parcels. All work performed will be in accordance with State regulations and the Uniform Standards of Professional Appraisal Practice. CONSULTANT intends to subcontract portions of the Professional Services to RWS South, Inc. for Land Acquisition Services.
 - 2. The estimated fee is based on limited conceptual information. If the project requires significantly more or less land, the appraisal fees may require a revision. If title updates, right-of-entry, or closings are required they will be performed as an additional service.
- G. Construction Administration and Resident Project Representative

Upon execution of this Amendment, Engineer shall:

 - 1. *Ecomm Communications*. Engineer shall utilize an electronic construction communication program, "Ecomm", administered by Engineer through Eastern Engineering for this project. All submittals, RFIs, Field Orders, Change Orders, FTMs, and other communication between Contractor and Engineer shall be done using the Ecomm program. Login information and training will be made available to the Owner and Contractor at the start of the project.
 - 2. *General Administration of Construction Contract*. Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

EXHIBIT 1

3. *Resident Project Representative (RPR)*. Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment No. 1 to this Amendment. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Attachment No. 1 to this Exhibit.
4. *Pre-Construction Conference*. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules*. Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks*. As appropriate, provide information on baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction*. In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's

EXHIBIT 1

failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Transmittal Memorandums.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Transmittal Memo's (FTM's) authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and actions will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Contract Documents.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work. Review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

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- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of subsequent tests called for in the Contract Documents, and to other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to subsequent adjustments allowed by the Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph I.G.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph I.G.11.
 17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: [None].

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19. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of Paragraph I.G.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
20. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
21. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
22. *Record Drawings.* Prepare Record Drawings involving revisions to the CAD and Revit drawings issued for bidding to show significant changes to the Work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor. Record Drawing deliverables shall include 2 sets of prints and (1) CD in pdf format.

II. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, the ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, and revising previously accepted Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the preparation of such documents or due to any other causes beyond Engineer's control.
- B. Other services performed or furnished by Engineer not otherwise provided for in this Agreement. Subject to other provisions of this Agreement, services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- C. Furnishing services of Engineer's Consultants for other than Basic Engineering Services.
- D. Owner requested revisions to the Engineer's work following previous approval, acceptance, or concurrence of that work by the Owner.

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- E. The evaluation of alternatives, means, or methods to determine options or ways to reduce costs after prior Owner approval of the Project, or beyond those described in Basic Engineering Services
- F. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner when existing drawings are incomplete or not available, and which Engineer has relied upon as being available, accurate and true.
- G. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer, including incomplete or inaccurate record drawings, which Engineer has relied upon as being accurate and true.
- H. Appearances before courts, boards, or commissions on matters of public hearings, permit protests, bid protests or litigation related to the Project.
- I. Engineering services related to "green" design, sustainable design, or to achieve any level of USGBC LEED certification.
- J. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- K. Providing renderings or models for Owner's use.
- L. Special project insurance requirements and associated premiums beyond that provided in the aforementioned Basic Services fee or in excess of that currently maintained by Engineer.
- M. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- N. Coordinating geotechnical engineering, including soil borings and rock soundings, and providing results in a soils investigation report.
- O. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in the approved Engineering Report or prior Studies.
- P. Destructive or invasive structural investigation to uncover suspected hidden structural deficiencies.

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- Q. Preparation of Operation and Maintenance Manuals for the Project and providing training to the Owner's personnel for the new or existing facilities.
- R. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- S. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- T. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- U. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- V. Engineering services related to re-bidding of the entire Project or any portion of the Project due to bids exceeding the established budget, cost overruns, or other matters which are beyond the control of the Engineer.
- W. Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- X. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
- Y. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- Z. Providing Construction Phase services beyond the original Contract Final Completion date of the Work.
- AA. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- BB. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
- CC. Subject to other provisions of this Agreement, additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire, flood or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by a Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by a Contractor.

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- DD. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- EE. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- FF. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- GG. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

**ATTACHMENT NO. 1
TO EXHIBIT 1**

**DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF
RESIDENT PROJECT
REPRESENTATIVE**

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

and by

AMERICAN CONSULTING ENGINEERS COUNCIL

and by

AMERICAN SOCIETY OF CIVIL ENGINEERS

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**
**unless otherwise noted

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules* – Review the progress schedule. Schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings* – Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings and prepare and circulate copies of minutes thereof.
3. *Liaison* –
 - a. Serve as ENGINEER's liaison with CONTRACTOR; working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples* –
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples, which are furnished at the site by CONTRACTOR and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests –*
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. *Interpretation of Contract Documents –* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. *Modifications –* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. *Records –*
- a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract. ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. *Reports -*
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. *Payment Requests - Review* applications for payment with *CONTRACTOR* for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. *Certificates, Maintenance and Operation Manuals* - During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by *CONTRACTOR* are applicable to the items actually installed and in accordance with Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- 12. *Completion* –
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to *CONTRACTOR* a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and *CONTRACTOR* and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
- 3. Shall not undertake any of the responsibilities of *CONTRACTOR*, subcontractors or *CONTRACTOR*'s superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

- END -

Exhibit 2

Information and Services to be Furnished by Owner

A. Information/Reports

OWNER shall provide ENGINEER with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representatives

OWNER shall designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define the OWNER's requirements and make decisions with respect to the Services.

C. Decisions

OWNER shall provide all criteria and full information as to OWNER's requirement for the Services and make timely decisions on matters relating to the Services.

D. Permits and Fees

OWNER shall be responsible for obtaining permits, with ENGINEER preparing application documents as noted in Exhibit 1. OWNER shall be responsible for payment of regulatory fees associated with permit applications.

E. Geotechnical Evaluation

OWNER is responsible for contracting directly with and paying all fees for a geotechnical engineering firm to conduct soil borings and provide a geotechnical evaluation report. ENGINEER will assist OWNER by preparing a request for proposals, evaluating the submitted proposals, and recommending award.

F. Labor Standards Administration

SRF requires that the Contractor's payroll be submitted and reviewed by OWNER to verify compliance with the applicable wage rates. OWNER is responsible for contracting directly with and paying all fees for a firm to provide labor standards administration.

Exhibit 3

Commencement of Services and Schedule

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

Schedule

A. Preliminary Engineering Report

A draft report will be submitted for Owner review within 120 days, followed within two weeks by a review meeting with the Owner. The final Report will be submitted within 15 days of receipt of the Owner review comments with Public Hearing and Owner approval to follow. The final report will be submitted to SRF within 7 days of Owner's approval and signing of SRF Resolutions.

B. Design Phase

The 30% Design Review submittal and meeting shall occur within 90 calendar days, 60% Design Review submittal and meeting within 135 calendar days, and 90% Design Review Drawings and Specifications and other deliverables to Owner within 180 calendar days of authorization to proceed. The Final Design Documents shall be completed and submitted to Owner within 30 days after Owner's review of the 90% submittal. Permits shall be submitted within 14 days following the 90% Design Review meeting.

C. Bid Phase

Bid Phase services are anticipated for a four-week advertising period and three months following until execution of the Agreement with the Contractor or upon cessation of negotiations with prospective contractors.

D. Permitting Phase

Permits shall be submitted within 14 days following the 90% Design Review meeting. Permits are anticipated to take up to four months to obtain from the various agencies.

E. Easement Exhibit and Land Acquisition Phases

The easement exhibits shall be completed within 30 days after approval of the 90% Design Drawings and easement limits. The appraisals shall be completed and submitted to the OWNER for review and approval within 60 days after the easement exhibits are completed. With property owner cooperation and quick releases, the land acquisition could be completed within 90 days, following the OWNER's approval of the appraisals

F. Construction Administration and Resident Project Representative

Services will be provided during the estimated Construction Contract Time of 18 months to Final Completion. Construction Administration services will be provided for one additional month to complete final payment to the Contractor and complete project close-out.

Exhibit 4

City of Franklin Insurance Requirements

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000
Bodily Injury, personal injury, property damage, Contractual liability, products-completed operations	
General Aggregate Limit (other than Products/ Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
D. Comprehensive Auto Liability (single limit, owned, Hired, and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability	\$2,000,000 each occurrence

EXHIBIT 5

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 30th, 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.
- k. The undersigned has been advised of the indemnification and insurance requirements of the City of Franklin on the attached Addendum and agrees to be bound by these requirements.

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 28th DAY OF July, 2020.



Duly Authorized Representative of Contracting Party

EXHIBIT 6

2020 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$230
Senior Project Manager I/II	\$190/\$215
Senior Project Engineer I/II	\$190/\$215
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$130
Project Engineer I/II/III/IV	\$120/\$130/\$155/\$165
Engineer	\$105
Electrical Senior Project Manager I/II	\$195/\$220
Electrical Senior Project Engineer I/II	\$195/\$220
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Control System Engineer I/II/III/IV	\$110/\$130/\$150/\$170
Environmental Services Senior Project Manager I	\$150
Environmental Services Project Manager I/II	\$130/\$140
Environmental Services Assistant Project Manager	\$105
Environmental Scientist I/II	\$80/\$95
CAD Manager I/II	\$120/\$150
Senior Designer I/II	\$115/\$130
Designer	\$105
GIS Technician	\$90
Technician I/II/III/IV	\$65/\$80/\$90/\$100
Senior Resident Project Representative I/II	\$110/\$120
Resident Project Representative I/II/III/IV	\$65/\$80/\$90/\$100
Field Services Manager I/II	\$120/\$130
Registered/Professional Land Surveyor	\$160
Survey Manager	\$130
Survey Crew Manager I/II	\$90/\$100
Survey Crew Chief I/II	\$85/\$95
Project Coordinator	\$90
Project Administrator	\$60

Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.12
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.20/\$0.40
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/Pole Camera		\$15.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost
*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule.		

This Schedule is subject to change.

January 1, 2020