

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:	02/01/2023	Meeting Date:	02/06/23
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			
Engineering Agreement for WWTP Expansion			
List Supporting Documentation Provided:			
Professional Services Agreement for Wessler Engineering			
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 __ day of _____, 2023, 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 for an expansion of the wastewater treatment plant 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 *EXHIBIT 1* shall be on the basis of a Lump Sum Fee as follows:

<u>Article</u>	<u>Component</u>	<u>Fee</u>
A	Preliminary Engineering Report	<u>\$ 55,000.00</u>
	Total Lump Sum Fee	\$ 55,000.00

2. Compensation for the following Basic Services as described 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 2023 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.
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 2023 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.

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.

(Signature page follows)

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

Ken Austin, Member

Tina Jobe-Gross, Member

Attest:



Gary L. Ruston, P.E., BCEE
Senior Project Manager

Attest:

Jayne Rhoades, Clerk-Treasurer

EXHIBIT 1

SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

A. Preliminary Engineering

1. Obtain and review readily available flow and operations data for the past three (3) years to determine actual average and peak flows and organic loadings to the WWTP to establish the existing conditions and available capacity.
2. Estimate future wastewater flows to determine design organic loading and hydraulic capacities.
3. Obtain a Wasteload Allocation Letter from IDEM to determine NPDES effluent quality limits based on the proposed design flow of the WWTP.
4. Evaluation of selected environmental impacts of the recommended project, including wetlands and 100-year floodplain maps, and related construction concerns.
5. Compare the design criteria for the existing plant processes and equipment to Ten States Standards and other published design criteria to determine available capacity in the various processes and equipment. Evaluate the existing processes and equipment for expansion and to determine their ability to meet anticipated future discharge limits.
6. Provide an engineering evaluation to determine future process expansion and additional equipment and/or property needed to meet the anticipated NPDES permit limits, future design flows, and current standards. Considerations will be made for incorporating treatment processes for future total nitrogen limits. Provide a cost-effective analysis of the alternatives evaluated, including estimated operation, maintenance, and replacement (OM&R) costs.
7. Engineering evaluation of sludge treatment, storage and disposal alternatives. Provide a cost-effective analysis of the alternatives evaluated, including estimated OM&R costs.
8. Preparation of preliminary project cost budget, including construction, legal, engineering, accounting, contingencies, and other costs associated with the proposed project.
9. Summarize the results of the investigations, engineering evaluation, recommendations and cost opinions in a Preliminary Engineering Report (PER). The PER will be presented in a Standard Engineering format and will not be written to comply with SRF, USDA-RD, and/or Indiana OCRA format requirements. The PER will include the following:
 - a. Map of the Projected Planning Area and WWTP site.
 - b. Preliminary design summary, proposed plant layout and flow diagrams showing capacity and type of wastewater treatment unit processes.
 - c. Recommendation of proposed project based upon evaluation of alternatives described above.
 - d. Evaluation of the environmental impacts of the recommended project, including wetlands, 100-year floodplain, and construction concerns.
 - e. Preliminary Opinion of Cost.
 - f. Anticipated Project Schedule.

EXHIBIT 1

- g. Review the PER with the OWNER in preliminary form prior to final publication. Following this review, submit an electronic copy of the final PER to the OWNER.

ADDITIONAL PROFESSIONAL SERVICES

If pre-authorized in writing by the OWNER, the CONSULTANT 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 Project or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction; and revising previously accepted studies, reports, Drawings, Specifications, Task Orders, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the preparation of such documents or are due to any other causes beyond CONSULTANT's control.
- B. Services required as a result of OWNER providing incomplete or incorrect Project information and such was not known to or reasonably discoverable by CONSULTANT.
- C. OWNER requested revisions to the CONSULTANT's work following previous approval, acceptance, or concurrence of that work by the OWNER.
- D. 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.
- E. 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 CONSULTANT has relied upon as being available, accurate and true.
- F. Engineering services related to "green" design, sustainable design, or to achieve any level of USGBC LEED certification.
- G. 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.
- H. Special project insurance requirements and associated premiums beyond that provided in the aforementioned Basic Services fee or in excess of that currently maintained by CONSULTANT.

EXHIBIT 1

- I. 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.
- J. Providing assistance with Environmental Assessments, archeological reconnaissance, environmental reviews performed by others, and/or in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- L. Preparation of Land Title Survey and specific site surveys for obtaining easements and rights-of-way, preparing drawings and exhibits, and providing assistance to the OWNER in the obtaining of easements, rights-of-way and land for the Project.
- M. Conducting or attending meetings called by the OWNER with property owners, business leaders and residents to discuss easements and rights-of-way and land to be acquired, or other elements or matters of the Project.
- N. Appearances before courts, boards, or commissions on matters of public hearings, permit protests, bid protests or litigation related to the Project.

Exhibit 2

Information and Services to be Furnished by Owner

A. Information/Reports

OWNER shall provide CONSULTANT with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that CONSULTANT 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.

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

A draft Preliminary Engineering Report (PER) will be submitted for OWNER review within 120 days, followed within two weeks by a review meeting with the OWNER. The final PER will be submitted within 15 days of receipt of the OWNER's review comments.

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, by 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



More than a ProjectSM

ATTACHMENT NO. 6

2023 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer I/II	\$235/\$250
Senior Project Manager I/II	\$210/\$235
Senior Project Engineer I/II	\$210/\$235
Project Manager I/II	\$165/\$175
Assistant Project Manager	\$145
Project Engineer I/II/III/IV	\$135/\$145/\$165/\$175
Engineer	\$120
Electrical/Control System Senior Project Manager I/II	\$210/\$250
Electrical/Control System Senior Project Engineer I/II	\$210/\$240
Electrical Project Manager I/II	\$165/\$175
Electrical Project Engineer I/II/III/IV	\$135/\$145/\$165/\$175
Electrical Engineer	\$120
Control System Engineer I/II/III/IV	\$125/\$145/\$165/\$180
Control System Technician I/II	\$95/\$105
Environmental Services Senior Project Manager I/II	\$165/\$175
Environmental Services Project Manager I/II	\$140/\$150
Environmental Services Assistant Project Manager	\$115
Environmental Scientist I/II/III	\$90/\$100/\$110
Senior CAD Manager I	\$180
CAD Manager I/II	\$135/\$160
GIS Manager I/II	\$130/\$155
Senior Designer I/II	\$125/\$140
Designer	\$115
GIS Technician I/II/III	\$95/\$105/\$115
Technician I/II/III/IV	\$70/\$90/\$100/\$110
Senior Resident Project Representative I/II	\$120/\$130
Resident Project Representative I/II/III/IV	\$70/\$90/\$100/\$110
Senior Field Services Manager	\$150
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$210
Senior Survey Technician	\$150
Survey Manager I/II	\$135/\$145
Survey Crew Chief I/II/III	\$90/\$100/\$110
Utility Coordinator	\$135
Project Analyst I/II	\$105/\$120
Project Coordinator	\$90
Project Administrator	\$65



More than a Project™

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"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$25.00 per hour
Drone Equipment		\$25.00 per hour
Sewer CCTV Camera		\$50.00 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

This Schedule is subject to change.

January 19, 2023