

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

(Form B-01-2012)

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

<b>Date Submitted:</b>	May 25, 2023	<b>Meeting Date:</b>	June 5, 2023
<b>Contact Information:</b>			
<b>Requested by:</b>	Mark Richards		
<b>On Behalf of Organization or Individual:</b> City of Franklin			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	mrichards@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Request approval of assignment of Professional Services Agreement between City of Franklin and Cripe to Envoy for Station 21 Remodel and Addition Project.			
<b>List Supporting Documentation Provided:</b>			
Assignment Agreement			
<b>Who will present the request?</b>			
<b>Name:</b>	Mark Richards	<b>Telephone:</b>	317-736-3631

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

## ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION

This ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION(the “Agreement”), dated as of June 5, 2023 (the “Effective Date”), is entered into by and between the City of Franklin, a public municipality existing under the laws of the State of Indiana (“Municipality”), Envoy Construction Services LLC, an Indiana limited liability company(“Developer”) and Cripe, an Indiana corporation (the “Contractor”).

### RECITALS:

WHEREAS, Municipality desires to assign to Developer that certain Professional Services Agreement dated April 5, 2021, along with any amendments thereto (the “Assigned Contract”) by and between Municipality and Contractor;

WHEREAS, Developer desires to accept such assignment from Municipality pursuant to the terms hereof; and

WHEREAS, the Contractor is willing to consent to such assignment and assumption, and to release Municipality from its obligations under the Assigned Contract;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Municipality hereby transfers and assigns to Developer all of Municipality’s right, title, and interest in and to the Assigned Contract, a copy of which is attached hereto as Exhibit A. Such assignment (the “Assignment”) shall be irrevocable, and shall include all of Municipality’s rights and obligations as set forth in the Assigned Contract as of the Effective Date.

2. Assumption. Developer hereby (a) accepts the Assignment from Municipality, including all of Municipality’s rights and obligations as set forth in the Assigned Contract as of the Effective Date; and (b) assumes and agrees to perform all of the obligations and covenants of Municipality as set forth in the Assigned Contract to the extent that they accrue on or after the Effective Date, subject to any and all applicable covenants, conditions, stipulations, obligations, liabilities, and agreements set forth in the Assigned Contract. Developer acknowledges that further payment may be owed to the Contractor under this Agreement if further work is performed, which additional work and payment shall be at the sole discretion of the Developer.

3. Novation.

(a) Release. Despite anything to the contrary in the Assigned Contract, Contractor hereby releases and forever discharges Municipality from all further obligations arising under the Assigned Contract on or after the Effective Date; provided, however, that nothing herein affects any rights, liabilities, or obligations of Municipality due to be performed before the Effective Date or any obligations of Municipality to any third person. Contractor covenants, represents, and warrants that all payments owed to

the Contractor as of the Effective Date have been paid by Municipality and shall not be the responsibility of Developer.

(b) Substitution.

(i) The parties hereto intend that this Agreement constitutes a novation and that Developer be substituted for Municipality in the Assigned Contract. Contractor recognizes Developer as Municipality's successor-in-interest in and to the Assigned Contract.

(ii) Developer by this Agreement becomes entitled to all right, title and interest of Municipality in and to the Assigned Contract and is the substituted party to the Assigned Contract as of and after the Effective Date. Developer shall replace Municipality as "Owner" under the Assigned Contract.

(iii) Contractor and Developer shall be bound by the terms of the Assigned Contract in every way as if Developer were named in the novated Assigned Contract in place of Municipality as a party thereto and any obligations of Contractor to Municipality in the Assigned Contract shall inure in every way to the benefit of Developer. The parties hereto agree that from and after the Effective Date, Municipality shall have no further obligations to Contractor under the Assigned Contract.

4. Representations and Warranties.

(a) Mutual Representation and Warranties. Each party hereby represents and warrants to the other party that it has the full right to enter into this Agreement and bound by all of the terms set forth herein without violating any applicable law, rule, or regulation.

(b) Representation and Warranties of Assignor. Municipality additionally represents and warrants to Developer as follows: (i) it is a public body existing under the laws of the State of Indiana; (ii) there is no breach or default by Municipality under the Assigned Contract, and Municipality is in full compliance with all of its terms up through the Effective Date, including the payment of all fees, costs, and expenses owed to Contractor as of the Effective Date; and (iii) it is the sole owner of all of the rights granted to Assignee hereunder, free and clear of any lien, claim, threatened claim, security interest, or other encumbrance of any kind.

(c) Representation and Warranties of Assignee. Developer additionally represents and warrants to Municipality that it is a limited liability company created and in existence in the State of Indiana.

5. Municipality's Indemnity. Municipality, for itself and its successors and assigns, agrees to, and hereby does, indemnify Developer from and against all claims, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements) which may be incurred or imposed upon Developer by reason of Municipality's failure to pay, perform,

observe and discharge all of the terms, covenants, conditions, agreements, provisions and obligations in the Assigned Contract that have accrued prior to the Effective Date.

6. Developer's Indemnity. Developer, for itself and its successors and assigns, agrees to, and hereby does, indemnify Municipality from and against all claims, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements) which may be incurred or imposed upon Municipality by reason of Developer's failure to pay, perform, observe and discharge all of the terms, covenants, conditions, agreements, provisions and obligations in the Assigned Contract that accrue after the Effective Date.

7. Cumulative Remedies. Other than with respect to the indemnification rights as set forth above, the rights and remedies provided herein are cumulative (i.e., not exclusive). As such, the exercise by either party of any right or remedy granted hereunder does not preclude the exercise of any other right or remedy now or hereafter available at law or in equity by such party.

8. Governing Law. This Agreement shall be governed by the laws of the State of Indiana without regard to its conflict of laws principles and all litigation hereunder shall be pursued in the courts serving Johnson County, Indiana.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together which shall constitute one and the same instrument.

10. Entire Agreement. This Agreement, together with the Exhibit attached hereto and incorporated herein, sets forth the entire agreement between the parties with respect to the subject matter hereof. As such, this Agreement shall supersede and replace any and all prior and contemporaneous communications (whether written or oral) of any kind or nature with respect to the subject matter contained herein.

*[Remainder of page intentionally left blank; signatures appear on following page.]*

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the date first above written.

**MUNICIPALITY:**

CITY OF FRANKLIN, INDIANA

By:\_\_\_\_\_

Printed:\_\_\_\_\_

Title:\_\_\_\_\_

**DEVELOPER:**

ENVOY CONSTRUCTION SERVICES LLC, an  
Indiana limited liability company

By:\_\_\_\_\_

Printed:\_\_\_\_\_

Title:\_\_\_\_\_

**CONTRACTOR:**

CRIPE, an Indiana corporation

By\_\_\_\_\_

Printed:\_\_\_\_\_

Title:\_\_\_\_\_

**EXHIBIT A**

**COPY OF ASSIGNED CONTRACT**

(See attached.)

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated this 5 day of April, 2021 is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety ("OWNER") and **Cripe**, ("CONSULTANT") an Indiana corporation organized under the laws of the State of Indiana.

### RECITALS

WHEREAS, OWNER wishes to hire CONSULTANT to provide certain professional services with respect to 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.

STANDARD OF CARE: The standard of care for all professional services performed or furnished by Cripe under this Agreement will be the skill and care used by members of Cripe's profession practicing under similar circumstances at the same time and in the same locality. Cripe makes no warranties, express or implied, under this Agreement or otherwise, in connection with Cripe's services.

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

#### Section I – Services by CONSULTANT

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

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

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

#### Section III – Commencement of Services and Schedule

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

#### **Section IV – Compensation**

For all Services rendered by CONSULTANT under this Agreement, in accordance with the terms of this Agreement, OWNER shall pay the CONSULTANT in accordance with the fees and charges established in EXHIBIT 4, which is attached to this Agreement, and incorporated herein by reference. The terms of payment of said compensation is as set forth on Exhibit 4.

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

1. Term

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

2. Termination

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

#### **Section VI – General Provisions**

1. Subcontracting

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

2. Ownership of Documents

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

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

5. General Liability Insurance

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

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

6. Worker's Compensation

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

7. Changes in Work

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

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

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

8. **Non-Discrimination**

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

9. **Safety**

- a. Responsibility. CONSULTANT shall be directly responsible for the safety requirements and programs applicable to its own employees, its subconsultants and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. CONSULTANT's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. CONSULTANT shall report to OWNER, in writing, any injury or accident at the Project site involving its

employees, its subconsultants or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.

- c. Notification. CONSULTANT shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than CONSULTANT and its subconsultants.

10. Independent Contractor

OWNER and CONSULTANT are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint ventures 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. The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, "OWNER") against all damages or liabilities, to the extent caused by the CONSULTANT'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the CONSULTANT, its employees or agents, whether active or passive. The CONSULTANT'S indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is concluded or terminated as well as while it is in force, and shall continue until it is finally adjudicated. Owner shall not provide such indemnification to the CONSULTANT.

12. Notification

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

**To OWNER:**                      **City Senior Planner  
70 E. Monroe Street  
Franklin, IN 46131**

**To CONSULTANT:**              **Cripe  
3939 Priority Way S. Drive, Suite 200  
Indianapolis, IN 46240**

13. **Authority to Bind Consultant**  
CONSULTANT warrants that it has the necessary authority to enter into this Agreement. The signatory for CONSULTANT represents that he/she has been duly authorized to execute this Agreement on behalf of CONSULTANT and has obtained all necessary or applicable approval to make this Agreement fully binding upon CONSULTANT when his/her signature is affixed hereto.
14. **Successors and Assignees**  
This Agreement is binding upon and shall inure to the benefit of OWNER and CONSULTANT and their respective successors and permitted assigns. CONSULTANT shall not assign this Agreement without the written consent of OWNER.
15. **Entire Agreement; Amendments**  
This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
16. **Governing Law**  
This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Johnson County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.
17. **Non-Waiver**  
It is agreed and acknowledged that no action or failure to act by OWNER or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
18. **Invalid Provisions**  
If any part of this Agreement is later found to be contrary to, prohibited by, or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this

Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. **Dispute Resolution**

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

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.
- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. **Employment Eligibility Verification**

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

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

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

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

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

21. No Investment in Iran

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

22. Certification of Compliance with Applicable Law

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

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.

(Signature page follows)

**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.

CRIFE  
(CONSULTANT)

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



(Signature)

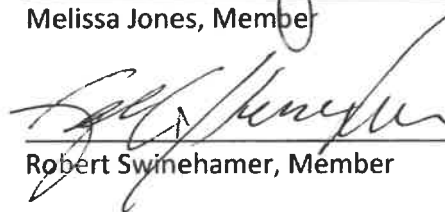
Fredrick J. Green  
President, Chief Strategy + Operations  
Officer  
(Print or type name and title)



Steve Barnett, Mayor



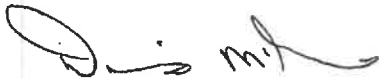
Melissa Jones, Member



Robert Swinehamer, Member

Attest:

Attest:



(Signature)

Dennis McGuire  
President Elect  
(Print or type name and title)



(Signature)

Jayne Rhoades Clerk Treasurer  
(Print or type name and title)

**EXHIBIT 1 - SERVICES BY CONSULTANT:** To be determined

**EXHIBIT 2 - INFORMATION AND SERVICES TO BE FURNISHED BY OWNER:** To be determined

**EXHIBIT 3 - COMMENCEMENT OF SERVICES AND SCHEDULE:** To be determined



**EXHIBIT 4**

**COMPENSATION**

Services rendered will be invoiced on an hourly-rate basis in accordance with the Billing Rate Table below:

**2021 Standard Hourly Rates**

<b>Principal</b>	\$215.00
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**Architecture**

Director	\$211.00
Senior Project Manager	\$195.00
Project Manager	\$170.00
Project Architect	\$165.00
Senior Design Associate	\$145.00
Design Associate	\$122.00
Cad Designer	\$122.00

**Equipment Planning**

Senior Equipment Planner	\$211.00
Senior Project Manager	\$196.00
Procurement Specialist	\$140.00

**Engineering**

Director	\$185.00
Senior Project Manager	\$186.00
Project Manager	\$170.00
Senior Design Engineer	\$170.00
Senior Designer	\$170.00
Design Engineer	\$152.00
Senior Design Associate	\$148.00
Design Associate II	\$132.00
Design Associate I	\$115.00
CAD Designer	\$132.00
CAD Technician	\$100.00

**Survey – Office**

Director	\$175.00
Senior Project Surveyor	\$143.00
Project Surveyor II	\$135.00
Project Surveyor I	\$112.00
Senior Construction Calcs	\$134.00
CAD/Calc Associate	\$112.00
CAD Technician	\$112.00
Survey Coordinator	\$110.00

**Survey – Field**

One Man Field Crew	\$141.00
Two Man Field Crew	\$174.00
3D Scanning/Drone Services	\$141.00

**Permit Specialist** \$118.00

**Administrative** \$ 95.00

\* Standard rate for a Two Man Field Crew is \$174.00 per hour. Time is charged at a per man hourly rate.

After a period of 12 months from the date of the Agreement, all fees are subject to an increase based upon an annual agreement revision between the parties.

**EXHIBIT 5**

**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

Client#: 31443

PAULICR

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/09/2021

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

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

<b>PRODUCER</b> <b>EPIC Insurance Midwest</b> <b>P.O. Box 80159</b> <b>Indianapolis, IN 46280</b>		<b>CONTACT NAME:</b> Christopher Ensminger <b>PHONE (A/C, No, Ext):</b> 317-706-9594 <b>FAX (A/C, No):</b> 317-706-9794 <b>E-MAIL ADDRESS:</b> christopher.ensminger@epicbrokers.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Cincinnati Insurance Company	
		<b>INSURER B:</b> The Cincinnati Casualty Company	
		<b>INSURER C:</b> XL Specialty Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X X	EPP0299688	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	EPP0299688	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	X X	EPP0299688	01/01/2021	01/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EW0471361	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9970227	01/01/2021	01/01/2022	\$5,000,000 Per Claim \$5,000,000 Aggregate

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

Any person or organization, where required by written contract, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract. A waiver of subrogation in favor of any person or organization, signed prior to a loss, where required by written contract applies with respect to the General Liability, Automobile Liability and Employers Liability (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

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

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## DESCRIPTIONS (Continued from Page 1)

policies. Umbrella follows form.

where required by written contract, City of Franklin is included as additional insured with respect to the General Liability and Automobile Liability policies.

## **EXHIBIT 6**

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

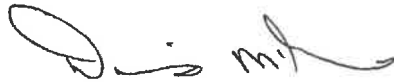
The undersigned, in consideration of contracting with and/or entering into agreements with the City of Franklin, a governmental entity, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental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

- a. Execution of Non-Collusion Affidavit(s) to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable contract provisions pursuant to IC 5-16-13 for Public Works projects awarded after June 30<sup>th</sup>, 2015 the terms of which are specifically incorporated herein by reference and/or as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law including but not limited to IC 22-5-1.7-11.1. Specifically, the undersigned declares under penalty of perjury that as a term of doing business with the City of Franklin that they have enrolled in and verify the work eligibility status of newly hired employees through the E-verify program and that by their signature below they do not knowingly apply unauthorized aliens.
- e. The undersigned certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.
- f. The undersigned, if applicable, agrees to comply with the terms of IC 5-16-13-8 and represents that the project or work shall not be structured other than in the "tier" structure as required by law.
- g. The undersigned shall comply with the insurance requirements and hold harmless provisions of the City of Franklin incorporated by reference herein and where applicable shall comply with the requirements of IC 5-16-13-9 through 12.
- h. Pursuant to IC 36-1-12-24 Contractors and Subcontractors shall drug test employees when the cost of any Public Works project is greater than \$150,000.00.

- i. If applicable, the undersigned shall comply with IC 5-16-13-13; 14 in all respects including but not limited to document preservation and availability for inspection.
- j. If applicable to the project, the undersigned agrees to comply with, be bound by, and follow all regulations regarding non-discrimination as required by the City of Franklin's Title VI Plan and Non-Discrimination Agreement including the requirements identified on Appendix A attached hereto.
- k. The undersigned has been advised of the indemnification and insurance requirements of the City of Franklin on the attached Addendum (page 3) and agree 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 26th DAY OF March, 2021.



---

Duly Authorized Representative of Contracting Party



Solutions by Design Since 1937

Telephone 317.844.6777

3939 Priority Way South Drive, Suite 200, Indianapolis, Indiana 46240

www.cripe.biz

May 28, 2021

**Revised** June 10, 2021

**DESIGN AND SURVEYING SERVICES FOR PRE-PLANNING AND CONSTRUCTION DOCUMENTS  
FOR REMODEL AND EXPANSION OF FIRE STATION 21**

***Based on the Master Services Agreement approved by the City of Franklin, Cripe submits  
the following Task Order:***

**TASKS - SCOPE OF SERVICES**

**Architecture, Civil, MEP, and Structural**

Pre-planning/programming services and creation of construction documents associated with the proposed interior and exterior remodel, including +/- 2,000 square foot expansion, of existing Fire Station 21, submittal to the local governing authorities to obtain project approval, and support services through construction as outlined in Cripe's proposal letter dated April 14, 2021.

**Survey**

Cripe will perform the necessary land surveying services to provide the Rule 12 Boundary Survey and the necessary topographic map of the site and adjoining roadway areas as shown on the attached map. Cripe will provide signed and certified copies, both electronic and paper, of the final surveys for the project site, and will initiate these services upon receipt of written notice to proceed on the project as outlined in Cripe's proposal letter dated April 14, 2021.

**PROJECT FEES:**

**Architectural, Civil, MEP, and Structural** - Phase 1 Scope of Services: Pre-Planning,  
Programming, SD, DD - \$73,172.50

**Survey**

Our fixed fee to complete the above-described scope of services is as follows:

Rule 12 and Topographic Land Survey Services .....	\$7,700.00
Private Utility Location Services.....	\$1,500.00
80 Year title search for easements .....	\$400.00
<b>Grand Total.....</b>	<b>\$82,772.50</b>





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Cripe will work on the project per the terms and conditions of the Master Agreement between Cripe and the City of Franklin dated April 5, 2021. A detailed description of the project work is provided in the attached proposal letter dated April 14, 2021.


**AUTHORIZED SIGNATURES:**

**City of Franklin**

By: 

Date: 6-11-21

**Cripe**

By: 

Date: June 11, 2021



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9339 Priority Way West Drive, Suite 100, Indianapolis, Indiana 46240

www.cripe.biz

April 8, 2022

**DESIGN AND ENGINEERING SERVICES FOR CONSTRUCTION DOCUMENTS AND  
CONSTRUCTION ADMINISTRATION FOR REMODEL OF FIRE STATION 21**

***Based on the Master Services Agreement approved by the City of Franklin, Cripe submits  
the following Task Order:***

**TASKS - SCOPE OF SERVICES**

**Architecture, Civil, MEP, and Structural**

Creation of construction documents associated with the proposed interior and exterior remodel, including +/- 2,000 square foot expansion, of existing Fire Station 21, submittal to the local governing authorities to obtain project approval, and support services through construction as outlined in Cripe's proposal letter dated April 14, 2021.

**PROJECT FEES:**

**Architectural, Civil, MEP, and Structural** - Phase 2 and Phase 3 Scope of Services: CDs,  
Permitting, Bidding, and CA - \$143,392.50  
Reimbursable Expenses (estimated) .....\$3,500.00

**Grand Total ..... \$146,892.50**

Cripe will work on the project per the terms and conditions of the Master Agreement between Cripe and the City of Franklin dated April 5, 2021. A detailed description of the project work is provided in the attached proposal letter dated April 14, 2021.

**AUTHORIZED SIGNATURES:**

**City of Franklin**

By: 

Date: April 8, 2022

**Cripe**

By: 

**Frank E. Hinds, Executive Director of  
Architecture and Innovation**

Date: April 8, 2022



Telephone 317.844.6777

9339 Priority Way West Drive, Suite 100  
Indianapolis, Indiana 46240  
www.cripe.biz

Facsimile 317.706.6451

**AMENDMENT TO THE  
PROPOSAL-TASK ORDER  
BETWEEN  
PAUL I. CRIPE, INC. d/b/a CRIPE  
AND  
CITY OF FRANKLIN**

**Project Name: Franklin Fire Station #21 Remodel – Construction Documents &  
Construction Administration  
Project Number: 0210056-10100**

WHEREAS, on April 8, 2022, PAUL I. CRIPE, INC. and CITY OF FRANKLIN entered into a Proposal-Task Order whereby Paul I. Cripe, Inc. agreed to provide architecture services, a copy of which is attached hereto as Exhibit "A", and

WHEREAS, the parties agree that the scope of services and fee of the original Proposal-Task Order shall be amended,

NOW, THEREFORE, the parties hereby agree to amend the aforementioned Proposal-Task Order as follows:

Paul I. Cripe, Inc. shall amend the original Scope of Services as follows:

- *Programming updates of room sizes, configurations, and layouts to bunk room addition, apparatus bay support spaces, and bay restrooms from prior approved programming plan dated July 12, 2021 as requested by fire chief and owner's representative.*
  - *Architectural Revisions: \$4,000.00*
- *Added scope for technology systems (i.e. voice/data) to include, grounding, data racks, cabling, labeling, switches, and testing as requested by city for incorporation into drawings.*
  - *MEP Revisions: \$3,450.00*

The adjustment in the fee for the above amendment of the Scope of Services shall be:

*The fixed fee stated in the original Proposal-Terms and Conditions shall be increased by \$7,450.00 for a new contract amount of \$154,342.50.*



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Facsimile 317.706.6451

All other terms and conditions of the Proposal-Task Order are hereby confirmed and shall remain in full force and effect.

**CITY OF FRANKLIN**

By   
Title Mayor  
Date: July 5, 2022

**PAUL I. CRIPE, INC.**

By   
Title: Director / Architecture  
Date: June 21, 2022

O:\2021\210056\10100\Scans\Accounting-Contracts\Additional Services #1



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www.cripe.biz

September 22, 2022

TASK ORDER #3

**ARCHITECTURAL AND ENGINEERING SERVICES FOR REBIDDING OF FIRE STATION 21**

***Based on the Master Services Agreement approved by the City of Franklin, Cripe submits the following Task Order:***

**TASKS - SCOPE OF SERVICES**

**Architecture, Civil, MEP, and Structural**

Support for the rebid of Fire Station 21 reusing the documents previously prepared and bid. Due to the change in delivery, certain alterations or additions will be required to Divisions 0 and Division 1 of the specifications. Document printing and distribution for bidders is not included within this fee. Construction Administration following bidding is already contracted under the Task Order. This Task Order is for an increase in the bidding phase for only.

**PROJECT FEES:**

**Architectural, Civil, MEP, and Structural** – Project re-bidding services.

Reimbursable Expenses (estimated) .....\$7,250.00

**Grand Total ..... \$7,250.00**

Cripe will work on the project per the terms and conditions of the Master Agreement between Cripe and the City of Franklin dated April 5, 2021. A detailed description of the project work is provided in the attached proposal letter dated September 22, 2022.

**AUTHORIZED SIGNATURES:**

**City of Franklin**

By: 

Date: 10/4/2022

**Cripe**

By: 

**Frank E. Hindes, Executive Director of  
Architecture and Innovation  
Date: September 22, 2022**