

**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:	February 12, 2025	Meeting Date:	February 19, 2025
Contact Information:			
Requested by:	Matt McElroy		
On Behalf of Organization or Individual: Department of Planning & Engineering			
Telephone:	317-736-3631		
Email address:	mmcelroy@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request approval of PSA with Cripe for design of the City of Franklin Department of Public Works Billing Office Building.			
List Supporting Documentation Provided:			
Professional Services Agreement			
Who will present the request?			
Name:	Matt McElroy	Telephone:	317-736-3631

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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated this 19th day of February 2025, 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 **DPW Billing Offices** ("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 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 1, 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 1, which is attached to this Agreement, and incorporated herein by reference. The terms of payment of said compensation is as set forth on Exhibit 1. Compensation for the services rendered shall not exceed the sum of \$172,000.00 without specific written authorization of owner prior to incurring the charge.

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.

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 3 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.

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, defend (at its sole expense) 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, attorneys' fees and costs ("claims") which arise or are any way connected with the work performed or services provided under this Agreement by CONSULTANT or its agents. 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 Engineer
City of Franklin
70 E. Monroe Street
Franklin, IN 46131**

To CONSULTANT: **CRIPE
9339 Priority Way West Drive, Suite 100
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.

(CONSULTANT)

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

(Signature)

Steve Barnett, Mayor

(Print or type name and title)

Kenneth Austin, Member

Tina Gross, Member

Attest:

Attest:

(Signature)

(Signature)

(Print or type name and title)

(Print or type name and title)

EXHIBIT 1

SERVICES BY CONSULTANT
COMMENCEMENT OF SERVICES AND SCHEDULE
COMPENSATION



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January 24, 2025

Mr. Mark Richards, City Engineer, Matt McElroy, Asst. City Engineer
City of Franklin
70 East Monroe Street, Franklin, IN 46131
mrichards@franklin.in.gov, mmcelroy@franklin.in.gov

**PROPOSAL FOR NEW WATER SERVICES OFFICES, 796 SOUTH STATE STREET
FRANKLIN, INDIANA**

Dear Mr. Mark Richards, City Engineer, Matt McElroy, Asst. City Engineer:

Paul I. Cripe, Inc. d/b/a Cripe would like to thank you for the opportunity to submit this proposal for architectural services for the above referenced project ("Project"). We look forward to working with City of Franklin on this Project.

To that extent, we have reviewed the proposed project and have attempted to anticipate the necessary scope of services for the project in order to provide professional services.

SCOPE OF SERVICES

Based upon information provided by you in our meeting in December 2024 and the earlier discussions between representatives of the city and Cripe, Cripe understands the current scope of services to be as follows:

Creation of construction documents associated with the development of the proposed DPW Water Offices facility on approximately 1.5 acres along the frontage of the DPW property at 796 South State Street, submittal to the local governing authorities to obtain project approval, and support services through construction.

Based upon this understanding, Cripe has developed the following detailed Scope of Services to be rendered:

ARCHITECTURAL DESIGN SCOPE OF SERVICES

Design phase services included within our work effort are proposed to be as follows:



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- Space programming.
- Architectural, civil, landscape architecture, interior design, structural, mechanical and electrical design and code review.
- Schematic design and design development phases working with Owner to develop design.
- Completion of Final Bid Documents for the project including drawings and specifications. Architect to assist Owner in permitting regarding Indiana Department of Homeland Security.
- Bidding/Negotiations phase.
- Administration of the construction phase.

ARCHITECTURAL ASSUMPTIONS/EXCLUSIONS

The above Scope of Services was based on the following assumptions and/or exclusions:

- Building to provide new offices and support spaces for the Water Services and possible IT Services.
- Facility to provide facilities for citizens to pay for water services – drop-off, transaction counter, and drive-thru.
- Preliminary location on site has been determined pending further survey and geotechnical investigation.

If these assumptions prove not valid or the services require variance from the above assumptions and exclusions, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

INTERIOR DESIGN SCOPE OF SERVICES

Design phase services included within our work effort are proposed to be as follows:

- Interior Design options for the furnishings and equipment of the new office space.
- Interior Design thematic plan including proposed palette and any design elements.
- Finish Boards for presentation of interior elements described above.
- Interior Finishes Plans and Specifications preparation for final documents.

INTERIOR DESIGN ASSUMPTIONS/EXCLUSIONS

The above Scope of Services was based on the following assumptions and/or exclusions:

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January 24, 2025



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- Layout of spaces will be developed around existing furnishings, equipment, and operations.

► **STRUCTURAL ENGINEERING DESIGN SCOPE OF SERVICES**

- Provide a structural Schematic Design Narrative identifying the building code requirements for the project, expected design loadings, anticipated structural framing systems and an outline specification of materials to be utilized on the project.
- Determine structural system member sizes based on analysis and design considering gravity, wind, earth, fluid, buoyancy and seismic loadings required by applicable codes.
- Preparation of detailed structural drawings from Revit Architecture Model
- Provide a signed State Application for Construction Design Release (bottom half of page 1 – Design Professional Certificate section – Structural discipline) and necessary documents to CRIPE for submission to the local and State building authorities.
- Assist with obtaining a geotechnical engineering report with foundation recommendations, settlement predictions, lateral earth pressure on below grade walls, IBC Site Class (seismic soil profile type) and groundwater profile based on soil boring locations mutually agreed upon by architect, structural engineer, and the geotechnical engineering consultant. The contract/agreement for geotechnical engineering services will be between the Owner or CRIPE and the geotechnical engineering consultant.

► **STRUCTURAL ENGINEERING ASSUMPTION/EXCLUSIONS**

- Geotechnical engineering report with foundation recommendations, settlement predictions, lateral earth pressure on below grade walls, IBC Site Class (seismic soil profile type) and groundwater profile will be provided.

► **MEP ENGINEERING DESIGN SCOPE OF SERVICES**

- Engineering services necessary for the scope of work. Design services will include design, documentation, and coordination with the owner. Construction documents will be prepared reflecting the requirements of the project, design calculations, and applicable code research

► **MEP ENGINEERING ASSUMPTION/EXCLUSIONS**



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- HVAC: Design of a heating, cooling and ventilation system that will emphasize maximizing the usable building footprint and providing an energy efficient system. We assume packaged RTU or several on roof for the HVAC system. The design will meet the requirements of ASHRAE 90.1, which will be validated using ComCheck.
- Electrical: Design will include power distribution, interior and building mounted exterior lighting, and lighting control. Site lighting will be coordinated with civil engineer and final exterior pole locations will be indicated on civil drawings. We will coordinate with the power company & coordinate with Civil Engineer, as required for transformer and meter locations. Compliance with the energy code will be validated using ComCheck.
- Fire Alarm: The design will indicate the minimum annunciation coverage, detection devices, and head end equipment required per code. The final design documents will be provided by the Fire Alarm contractor. Our design is based on a standard Horn / Strobe type of system.
- Technology Systems: AEC-ME's design services are anticipated to include conduit and back-boxes for the following services along with the required power and grounding. We anticipate the design of these systems is to be completed by others (aka the owner or owner's representative) outside of our proposal. AEC-ME will need fully developed technology drawings and details a minimum of (2) weeks before CD phase begins for us to understand and document scope. See assumption below regarding design expectations.
 - Technology Systems (voice/data): We will furnish power, grounding, conduit, required raceways, and wall jacks. All equipment is assumed to be provided by others outside this contract (routers, UPS units, servers, racks, hubs, etc.). We can include notes for horizontal cabling and rack (if requested by Owner) to include in the electrical contractor's scope of work.
 - A/V Systems: We will furnish power and raceway as coordinated with provider.
 - Security Systems and / or Access Control: We will furnish power and raceway as coordinated with provider.
 - Raceways: We anticipate providing raceways for services into the building. We typically add (2) 4" conduits which will be refined as part of design process. OR We anticipate raceways for services into the building are existing to remain.
- Fire Protection: The fire protection design will include location of mains, shutoff valves, fire department connections and area hazard classifications. The final sprinkler layout will be provided by the selected Fire Protection contractor. The design and coordination for the water service for the sprinkler system will be provided by the Civil engineer.

Mr. Mark Richards, City Engineer, Matt McElroy, Asst. City Engineer
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- Plumbing Systems: The plumbing system design will include potable water supply, water heating, natural gas, sanitary, and storm drainage (if applicable inside the building). Plumbing scope will include all interior systems. Exterior piping and equipment (if applicable) are anticipated to be designed by the Civil engineer. Our services will include coordination with the natural gas utility company (if applicable) and coordination with the Civil Engineer.

► **LANDSCAPE ARCHITECTURE DESIGN SCOPE OF SERVICES**

- Design services necessary for the scope of work. Design services will include design, documentation, and coordination with the owner. Construction documents will be prepared reflecting the requirements of the project, design calculations, and applicable code research.
- Coordinate and provide necessary documentation needed for site permitting by authorities and agencies having jurisdiction.

► **CIVIL ENGINEERING DESIGN SCOPE OF SERVICES**

- Engineering services necessary for the scope of work. Design services will include design, documentation, and coordination with the owner. Construction documents will be prepared reflecting the requirements of the project, design calculations, and applicable code research.
- Coordinate and provide necessary documentation needed for site permitting by authorities and agencies having jurisdiction.

► **LAND SURVEY DESIGN SCOPE OF SERVICES**

- Proposal for survey can be provided upon request.

If these assumptions prove not valid, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

AGENCY APPROVALS

The local Building Permit and any other permits normally obtained by the contractor(s) is not included in this proposal. The following is a listing of the specific approvals included in this Scope of Services.

- Fire Prevention and Building Safety Approval through the Indiana Department of Homeland Security

Mr. Mark Richards, City Engineer, Matt McElroy, Asst. City Engineer
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All local submittal and agency review fees shall be paid by the City of Franklin. State submittal and agency review fees shall be a reimbursable expense by Cripe to City of Franklin.

BIDDING

Cripe will assist with the following public bid process activities:

- Attendance at the Pre-bid conference to address contractor technical questions;
- Bid Opening and preparation of bid tabulations, and;
- Preconstruction Conference to address contractor technical questions.

It is assumed the pre bid conference, bid opening, and preconstruction conference will be held and conducted by the client.

- It is also assumed the bid will be lump sum and/or unit prices therefore requiring/not requiring the preparation of Bid Tabulations. It is also assumed the client will not require an Engineer's Opinion of Probable Costs be prepared by Cripe.

CONSTRUCTION ADMINISTRATION

Cripe shall visit the site up to twelve (12) times to attend progress meetings during the construction phase and attest to the Contractor's general conformity to the plans. A site observation report will be issued after the site visit is conducted. These visits are not construction inspection services; but rather, for observation purposes only.

Relevant job site questions and Requests for Information from the contractor, Owner or design team will be addressed as well as the review of submittals and the certification of pay applications.

At the completion of construction, Cripe will assist the contractor in preparing a punch list for contract completion. After notification that the punch list is complete, a final site visit will be conducted for verification.

Site visits and/or progress meetings beyond the aforementioned shall be considered additional services and will be invoiced to the Owner at Cripe's current hourly rates.

Client acknowledges that in order for Cripe to submit plans to the State of Indiana, Cripe must certify that Cripe or their designee, shall inspect the construction covered by the

*Mr. Mark Richards, City Engineer, Matt McElroy, Asst. City Engineer
City of Franklin
January 24, 2025*



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application for the services which is the subject of this agreement. Client has elected not to use Cripe for said inspection services and acknowledges and agrees that it must designate a qualified and competent construction experienced representative to provide said inspection services to insure the work contemplated hereunder is in general compliance with the documents approved by the State of Indiana.

- Site Visits: Cripe will attend monthly construction progress, Cripe will prepare a site observation report for each site visit. These are not inspections, but observations of progress and an opportunity to identify potential deviations from the Contract Documents. Additional site visits and/or progress meetings beyond the number stated will be considered additional services and will be invoiced to the Owner at Cripe's current hourly rates at the time of services.
- Shop drawing review: Cripe will index, log, review, comment, process, and stamp Contractor shop drawings. Submittal will be reviewed for general compliance with the certified Construction Documents.
 1. To be submitted in electronic format with the prescribed cover sheet and Contractor's stamped certification that submitted material complies with Construction Documents.
 2. To be processed a maximum of two (2) times.
 3. To be submitted with enough lead-time to permit processing within ten (10) business days.
- Requests for Information (RFI): Cripe will index, log, monitor, and reply to Contractor Requests for Information. This will address drawing interpretation and clarification as may be requested by the Contractor, within the limits defined here.
 1. To be submitted in a prescribed format.
 2. To be meaningful in scope as not to be trivial, redundant, or onerous.
 3. To be addressed within three (3) business days.
- Architect's Supplemental Instructions (ASI): If merited by the scope and scale of required drawing interpretations, Cripe will issue ASIs to the Contractor to communicate clarification and direction. This will be the exclusive means for issuing direction to the Contractor, in lieu of Proposal Requests. The Owner and the Contractor will determine schedule or cost impact. If a Contractor's contract Cost adjustment is merited, Cripe will author and issue a Construction Change Order to the Contractor. Contractor requested modifications that require Architect revisions to drawings will be an additional service to be factored into the cost of the modification.
- Construction Change Orders: If determined to be justified, Cripe will issue changes to the Construction Documents in the form of Construction Change Orders for signature by the Owner and Contractor.



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- Pay Applications: Cripe will review progress in the field against submitted claims for payment and advice regarding merit and sign pay applications.
- Punch List: Cripe and balance of Design Team will visit the finished scope of work one time for final punch list. The party indicated below will monitor completion of punch list items and indicate acceptance of Work.
- Certificate of Substantial Completion: If required by the Owner, Cripe will prepare a Certificate of Substantial Completion.

PROJECT BUDGET & SCHEDULE

- Cripe's staff will attend planning design meetings working with user groups. three (3) design meetings are anticipated.
- Project cost is assumed to be approximately \$1,500,000.00
- Design to begin immediately according to following schedule:

SAMPLE SCHEDULE: (presumed 2/1/2025 start)

Start	End	
2/1/2025	3/1/2025	Schematic Design, finalize program and requirements
	*****	Potential Pause for Review/Budget Development/Review
6 weeks		Design Development
8 weeks		Construction Documents
4 weeks		Bidding
2 weeks		Contracting
12 months		Construction Administration

- Detailed cost estimating is not a part of this proposal.
- Construction schedule is approximately twelve (12) months duration.



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PROPOSAL FEE

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

Architectural and Interior Design Services, Code Review	\$ 74,825.00
Structural Engineering	\$ 12,500.00
MEP Engineering	\$ 32,000.00
Site Civil Engineering and Landscape Architecture	\$ 40,000.00

Total..... \$ 172,000.00

Fee through Schematic design (included in above).....\$ 22,500.00

Site Civil Engineering and Landscape Architecture fees are estimated. Any estimated fees set forth in this contract are given as a general estimate only, assuming comparable projects with average difficulty. Any estimated fee should not be interpreted as a not to exceed fee or fixed fee.

Our fees are to be invoiced monthly on a percentage complete basis.

Costs for advances and other reimbursable expenses including but not limited to, reproductions, photography, equipment charges, courier fees, application fees, review fees, permit fees, and mileage are extra to the fees stated above and will be invoiced under a separate line item.

-or-

- ▶ Reimbursable expenses incurred in connection with all services are in addition to the fee and include, but are not limited to, telephone calls, faxes, plots, prints, mileage, submittals and overnight delivery services. Reimbursables are estimated not to exceed \$2,500.00.
- ▶ Upon acceptance of this proposal, we would like to establish a meeting to estimate the amount of reimbursable expenses and permit fees.
- ▶ Bid sets can be provided and distributed by Cripe as a reimbursable to be paid by the Owner.
- ▶ Cripe will also furnish Additional Services as you may request in writing.

Mr. Mark Richards, City Engineer, Matt McElroy, Asst. City Engineer
City of Franklin
January 24, 2025



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This proposal is valid for thirty (30) days following submittal. This proposal is only an offer of Cripe' scope of services and is not binding on either party until acceptable terms and conditions have been negotiated and agreed upon between both parties.

For acceptance of proposal letter and terms and conditions:

We have attached our Terms and Conditions for your review. Upon receipt of an executed copy of the Terms and Conditions accepting the scope of services and fee stated in the proposal letter and the Terms and Conditions, Cripe can begin immediate work on the project.

Thank you for the opportunity to submit this proposal, and we look forward to working with you. I will follow up with you regarding this proposal letter; however, if you have any questions, please do not hesitate to contact me at 317-706-6346.

Sincerely,

CRIFE

Stephen Hoersten
Senior Project Manager

Cc: Dennis McGuire, Sam Miller

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Paul I. Cripe, Inc. d/b/a Cripe
9339 Priority Way West Drive, Suite 100
Indianapolis, IN 46240
317-844-6777
FAX: 317-706-6451
www.cripe.biz

TERMS AND CONDITIONS

SCOPE OF SERVICES AND EXTENT OF AGREEMENT: The scope of services for the referenced project will be as outlined in Paul I. Cripe, Inc.'s (Cripe) proposal letter attached hereto.

REIMBURSABLE EXPENSES: Costs for advances and other reimbursables including but not limited to, blueprints, photography, equipment charges, courier fees and mileage are extra to the fees. In addition to the above fee, these costs would include reproduction costs of all drawings and documents used internally in the normal work process.

INVOICES/PAYMENTS: Unless otherwise agreed upon,

- Cripe will submit invoices monthly, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- Invoices are due and payable in U.S. Dollars within thirty (30) days from date of invoice. Invoices not contested in writing within ten (10) business days of receipt are considered accepted by Client and are payable in full. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should Client fail to pay any invoice within 45 days of the invoice date, Cripe may, in its sole discretion, upon three (3) days written notice to Client, stop work and recover from Client payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorneys' fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. After 45 days of non-payment of any invoice, Cripe, in its sole discretion, may choose to resume performance once Client pays all outstanding amounts due plus any advance payment(s) or other security in Cripe's sole discretion deemed necessary by Cripe to ensure future payment(s).
- By executing this Engagement Contract for Services, the authorized signer accepts full responsibility for payment of all invoices regardless of third party involvement or outside financing arrangements. Invoices not contested in writing within ten (10) business days of receipt are considered accepted by Client and are payable in full. In the event of a third party or subcontractor relationship, payment to Paul I. Cripe, Inc. will be made within fifty (50) days of the date of the Paul I. Cripe, Inc. invoice regardless if payment is received from the third party or outside financing is received. Failure to make payment as provided herein could result in Paul I. Cripe, Inc. filing a lien on the real property which is the subject of this Contract.
- Payment shall include the Cripe invoice number and be mailed to Paul I. Cripe, Inc., P.O. Box 2132, Indianapolis, IN 46206-2132.

CLIENT'S OBLIGATIONS. Client represents, with the intent that Cripe may fully and reasonably rely thereon, that it has sufficient financial resources to pay Cripe as agreed to in these terms and conditions and, as applicable and necessary for Cripe to perform its services, Client will:

- Provide all criteria and full information as to its requirements for Cripe's services, including but not limited to design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s), etc.
- Assist Cripe by placing at its disposal all available information pertinent to the Project and/or Cripe's services including the actual or suspected presence of hazardous waste, materials, or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, Cripe may fully and reasonably rely upon such information.
- Upon identification by Cripe and approval by Client of the necessity and scope of information required, furnish Cripe with data, reports, surveys, and other materials and information required for this Project, all of which Cripe may fully and reasonably rely upon in performing its services, except those included in Cripe's scope of services.
- Guarantee access to each and every part of the property making up the Project and make all provisions for Cripe to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for Cripe to perform its services under these terms and conditions and the Document(s) to which they are attached.
- Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by Cripe to Client and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon in the Document(s).
- Client's representative with respect to the services to be rendered under these terms and conditions shall have complete authority to legally bind the Client, transmit instructions, receive information, interpret and define Client's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Cripe's Services.
- Give prompt written notice to Cripe whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Cripe's services, or any defect in the Project or work of Contractor(s).
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- Furnish at Client's cost such legal and insurance counseling services as Client may require for the Project.

DELAYS: In the event the project is delayed, the performance of these terms and conditions and the Document(s) to which they are attached, shall be excused in the event performance is prevented or delayed by factors beyond Cripe's control, or by factors which could not reasonably have been foreseen at the time these terms and conditions were prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

ADDITIONAL SERVICES: Additional Services shall be defined as material changes in the scope, extent or character of the portion of the project designed or specified by Cripe or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction or method of financing. In addition, Additional Services shall include the revision of previously accepted studies, reports, drawings, specifications or contract documents when such revisions are required by actual changes or interpretation in laws, rules, regulations, ordinances, codes or orders enacted subsequent to or during the preparation of such studies, reports, drawings, specifications or contract documents, and unforeseen

conditions that are due to causes beyond Cripe's control. Change in Services shall entitle Cripe to an adjustment in compensation. Cripe shall notify Client of these changes prior to providing such Additional Services and Client's representative, having authority to legally bind the Client, shall approve in writing approval of the additional services.

DOCUMENT OWNERSHIP AND REUSE.

- All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents, including electronic format, (collectively "Work Product") prepared by Cripe are instruments of service and shall remain the property of Cripe. Unless otherwise notified by Client, Cripe will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents, or other project deliverables, during which period the records will be made available at Cripe's office to the Client at reasonable times and at the cost of Client if any is incurred by Cripe in making them available.
- Cripe and its consultants shall be deemed the authors and owners of their respective Work Product and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Engagement Contract for Services and upon all monies due and owing to Cripe from Client, Cripe grants to Client a nonexclusive license to reproduce Cripe's Work Product. If the Client provides copies of the Work Product to third-parties, the parties agree that such third-party is not a beneficiary of this agreement and that they may not rely on the Work Product for any purpose. Client shall not use the Work Product for future projects or for additions or alterations to the Project without the prior written consent of Cripe.

USE OF INSTRUMENTS OF SERVICE NOTICE: The Instruments of Service referred to in the preceding paragraph (i.e drawings, specifications and other documents including those in electronic format), are often subject to interpretation, coordination and/or clarification. In order to insure that you or your contractor properly interpret and understand these Instruments of Service, it is essential that you or your contractor contact Cripe directly and obtain a written clarification or interpretation regarding any question, clarification, interpretation or ambiguity that may pertain to the Instruments of Service.

Any reuse of the Work Product described above without written verification or adaptation by Cripe, as appropriate, will be at Client's sole risk and without liability or legal exposure to Cripe. Client shall indemnify, hold harmless, and be liable for the costs of defense of Cripe from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any future verification or adaptation of such Work Product will entitle Cripe to further compensation at rates to be agreed upon by Client and Cripe or in place at time of project.

Unless specified otherwise in the Document(s), Cripe may, at its sole discretion, dispose of all materials and samples obtained in the investigation portion of the Project 90 days after completion of the report. Further storage or transfer of samples will be made at Client's expense.

Client recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of Cripe are based solely on the information available at the time of investigation. Cripe and its subconsultants shall not be responsible or liable for interpretation by others of the information it develops.

STANDARD OF CARE PERFORMANCE: Cripe will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SAFETY RESPONSIBILITY: Client shall assign responsibility to its contractor for all site construction safety procedures and Cripe shall have no responsibility for enforcement of said procedures or liability resulting therefrom.

INSURANCE:

- Cripe shall procure and maintain such insurance as is required by law during performance of the Services.
- If Client requires additional types or amounts of insurance coverage, Cripe, if specifically directed by Client, will purchase additional insurance (if procurable) at Client's expense; but Cripe shall not be responsible for property damages from any cause, including fire and explosion, beyond the amounts and coverage of Cripe's insurance specified in Schedule 1.
- Client will require that any Contractor(s) performing work in connection with Cripe's Services will name Cripe as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between Client and any contractor who may perform work in connection with any professional services rendered by Cripe, Client will require such contractor(s) to defend and indemnify Cripe against third party suits.
- It is agreed that Cripe shall have no responsibility: (i) To supervise, manage, direct, or control Client or its Contractors', subcontractors' or their employees; (ii) For any of Client's or its contractors, subcontractors, or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State, and/or local safety and health laws, rules or regulations; (iii) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or (iv) for defects in their work.

CONSENT OF OWNER: The undersigned is the Owner of the property or the authorized agent of the Owner of the property and warrants that the Owner is aware and in agreement with the Scope of Services described above to be performed and hereby consents to performance of the Scope of Services. The parties to this contract agree that this Engagement Contract for Services may be executed simultaneously or in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties hereto further agree that delivery of this document may be accomplished by electronic facsimile reproduction (FAX) and if FAX delivery is utilized, the FAX copy shall constitute an original.

The individual(s) signing for and on behalf of Client represents and warrants that it has the power and the authority to execute and deliver this Agreement and all other instruments to be executed and delivered to Cripe and may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. When used herein, the singular shall include the plural, the plural shall include the singular, and the use of one gender shall include all other genders, as and when the context so requires.

INDEMNITY: Subject to the Limitation(s) of Liability provision(s) below in the Limitation of Liability and Disclaimer of Consequential Damages sections, Cripe agrees to indemnify and hold harmless Client, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorney's fees, or other loss (collectively, "Losses") to the extent directly and actually caused by Cripe's negligent performance of Services under these Terms and Conditions and the Document(s) to which they are attached.

LIMITATION OF LIABILITY: In the event of any loss, damage, claim, or expense to Client resulting from Cripe's performance or non-performance of professional services authorized under these terms and conditions and the Document(s) to which they are attached, Cripe's liability whether based on any legal theory of contract, tort (including but not limited to negligence), strict liability, or otherwise under these terms and conditions and the Document(s) to which they are attached for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses, or expenses result from the negligent act, errors, or omissions of Cripe or its employees occurring during performance hereunder. The total cumulative liability of Cripe arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000.00 or the total compensation Cripe receives from Client under these terms and conditions. Cripe's aggregate liability for all other acts, errors, or omissions.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Notwithstanding anything to the contrary in these terms and conditions and the Document(s) to which they are attached, Cripe shall not be liable to any other party, including but not limited to Client and its affiliates, shareholders, owners, directors, employees, or otherwise, for indirect, consequential or special damages, including but not limited to liability or damages for delays or any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort (including but not limited to negligence), strict liability, or otherwise.

CONFIDENTIALITY/NON-DISCLOSURE: Cripe shall not disclose, or permit disclosure of any information developed in connection with its performance under these terms and conditions and the Document(s) to which they are attached or received from Client, or their affiliates, subcontractors, or agents designated in writing by Client as confidential, except Cripe's employees and subcontractors who need such information in order to properly execute the services of these terms and conditions and the Document(s) to which they are attached, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any such information, without the prior written consent of Client. The foregoing shall not prohibit Cripe from disclosing information in response to any Federal, State, or local government directive or judicial order, but in the event Cripe receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, Cripe shall notify Client and assist Client, at Client's cost, in Client's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. Cripe's obligation to resist such an order and assist Client is contingent upon Cripe receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by Cripe.

CERTIFICATIONS: Cripe shall not be required to execute any certification with regard to work performed, tested, and/or observed under these terms and conditions and the Document(s) to which they are attached, unless:

- Cripe concludes that it has performed, tested, and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- Cripe believes that the work performed, tested, or observed meets the certification criteria; and
- Cripe gave its written approval of the certification's exact form before executing these terms and conditions and the Document(s) to which they are attached.

Any certification by Cripe shall be interpreted and construed as an expression of professional opinion based upon the Services performed by Cripe, and does not constitute a warranty or guaranty, either expressed or implied.

TERMINATION:

- Either Client or Cripe may terminate or suspend performance of these terms and conditions and the Document(s) to which they are attached without cause upon thirty (30) days written notice delivered to the other party.
- In the event of material breach of these terms and conditions and the Document(s) to which they are attached, the non-breaching party may terminate upon ten (10) days written notice to the breaching party, which termination notice shall state the basis for the termination. However, if the breaching party cures or commences to cure with full cure being completed within thirty (30) days the breach stated as the basis for termination within the ten (10) day period, these terms and conditions and the Document(s) to which they are attached shall not be terminated.
- In the event of termination, other than directly and actually caused by the material breach of these terms and conditions and the Document(s) to which they are attached by Cripe, Client shall pay Cripe for Services performed and expenses incurred prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the Project, including but not limited to the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by Cripe.
- In the event Client delays providing written authorization to proceed within 45 days of the date of Cripe's Document(s) or suspends Cripe's performance for 45 days or more after authorization is given, Cripe reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these terms and conditions and the Document(s) to which they are attached.

MISCELLANEOUS:

- It is agreed that these terms and conditions and the Document(s) to which they are attached shall be governed by, construed, and enforced in accordance with the laws of the State where the project is located. Any litigation resulting from disputes relating to this Agreement shall be resolved in Indiana.
- Client and Cripe agree that for any disputes in the amount of \$6,000.00 (inclusive of attorneys fees, costs and interest) or more that cannot be resolved through informal discussions between the parties, the party raising the dispute shall serve written notice to the other party outlining the details of the dispute and request the dispute to be resolved through mediation. The parties shall confer to discuss the selection of the mediator and agree upon the rules and procedures within twenty (20) days from the date of receipt of request for mediation. Any issues that remain unresolved after mediation shall be resolved by submitting those issues to binding arbitration with the parties conferring to discuss the selection of the arbitrator within twenty (20) days from the unsuccessful conclusion of the mediation. The arbitration procedure shall utilize a different neutral party than was used for the mediation process and be performed in the State of Indiana. If the parties are unable to agree on the selection of a mediator or an arbitrator, the parties agree to submit the matter to the American Arbitration Association and be bound by its rules and procedures for the selection of mediators and arbitrators and the conduct of mediations and arbitrations. The parties agree that the existence of the dispute, the nature of any such claims asserted in the dispute and the resolution of the dispute shall be kept confidential.
- Neither the Client nor Cripe may delegate, assign, sublet, or transfer their duties or interests as described in these terms and conditions

and the Document(s) to which they are attached without the written consent of the other party, or unless contemplated in these terms and conditions and the Document(s) to which they are attached. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.

- Cripe shall be entitled to rely on the accuracy, clarity, completeness and format of any and all documentation, services and information furnished by the Client. Cripe shall provide reasonable notice to the Client if Cripe becomes aware of any errors, omissions, inconsistencies or formatting errors in such documentation, services or information and it shall be the responsibility of Client to correct any errors, omissions or inconsistencies. If Cripe cannot utilize the provided documentation for its intended purpose, this shall entitle Cripe to an adjustment in the Services and Compensation. Cripe shall notify the Client of these changes prior to providing such services.
- All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested to the address listed for the parties in the Document(s).
- The unenforceability or invalidity of any provision or provisions of these terms and conditions and the Document(s) to which they are attached as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.
- The headings of the sections contained herein are for convenience only and are not to be construed to be a part of or limit or affect the terms hereof.
- The terms and provisions of these terms and conditions and the Document(s) to which they are attached shall be binding upon and shall inure to the benefit of the parties thereto and their permitted successors and assigns.
- Client shall not assert any claim or suit against Cripe after expiration of a Limitation Period, defined as the shorter of (i) three (3) years from substantial completion of the particular Cripe service(s) out of which the claim, damage, or suit arose, or (b) the time period of any statute of limitation or repose provided by law. In the event of any claim, suit, or dispute between Client and Cripe, Client agrees to only pursue recovery from Cripe and will not seek recovery from, pursue or file any claim or suit, whether based on contract, tort (including but not limited to negligence), strict liability, or otherwise against any shareholder, director, officer, owner, or employee of Cripe.
- Unless expressly stated to the contrary, the professional services to be provided by Cripe do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these terms and conditions and the Document(s) to which they are attached, setting forth the terms and rates of compensation to be received by Cripe.
- Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Cripe, and no third party is intended to or shall have any rights of any kind or nature hereunder. If Client is not the title owner of the real property to which the Project relates, then the Client represents and warrants to Cripe, who may materially, substantially, and actually rely, that Client has obtained written consent from all individual(s) holding interest in said real property to which the Project relates to the Services and these terms and conditions and the Document(s) to which they are attached, and that there is no agreement that limits Cripe's lien rights to said real property.
- Cripe shall not be responsible for delays in its work occasioned by fires, floods, explosions, riots, strikes, errors of others, pandemics, acts of God or change in government regulations. Should a delay occur for a reason outlined herein, the term of this agreement shall automatically be extended for a period equal to the delay.

ACCEPTANCE: Client's execution of the Document(s) or Cripe's commencement of the Services without written objection by the Client to Cripe, constitutes Client's acceptance of these Standard Terms and Conditions.

This Agreement accepted this _____ day of _____, 20____.

Client Authorized Signature

Cripe Authorized Signature

Printed & Title

Printed & Title

EXHIBIT 2

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

Exhibit 2

Services By Owner

Owner shall furnish Consultant with the following:

- a. Timely review of deliverables.

EXHIBIT 3

INSURANCE REQUIREMENTS

Exhibit 3

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