

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: 5-15-13 Requested Meeting Date: 5-20-13
Confirmed Meeting Date:

Received by:

Contact Information: Please provide all requested information in the fields below. (Print or Type)

On Behalf of Organization or Individual: Planning and Engineering Department

Name: Travis Underhill Telephone: 736-3631

Title or Position: City Engineer

E-Mail: tunderhill@franklin.in.gov

Address: 70 E. Monroe Street

City: Franklin State: IN ZIP: 46131

Who will attend the meeting and present the request?

Name: Travis Underhill Telephone: 736-3631

Title or Position: City Engineer

E-Mail: tunderhill@franklin.in.gov

Please describe the purpose or title of your presentation.

Consultant Contract to perform bidding and construction services.

Supporting documents: All supporting documents should be submitted with the request form.

1. Consultant Contract from Wessler

2.

3.

4.

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at jalexander@franklin.in.gov or call 317-736-3609.

AMENDMENT NO. 1
TO AGREEMENT
BETWEEN
CITY OF FRANKLIN, INDIANA
AND
WESSLER ENGINEERING, INC.
FOR
ALLEY DRAINAGE IMPROVEMENT PROJECT
(east of Main Street and north of Jefferson Street)

THIS AMENDMENT NO. 1 to existing Agreement, entered into by and between the City of Franklin, Indiana (hereinafter named "OWNER") and Wessler Engineering, Inc. (hereinafter named "ENGINEER") dated February 16, 2012:

OWNER and ENGINEER hereto mutually covenant and agree as follows:

**ARTICLE II. – SCOPE OF BASIC PROFESSIONAL SERVICES
SHALL BE AMENDED AS FOLLOWS:**

D. BID PHASE

1. Present the construction plans at a technical review meeting.
2. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon authorization by Owner to proceed, Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 - b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - c. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - d. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those

portions of the Work as to which such acceptability is required by the Bidding Documents.

- e. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids and in assembling and awarding contracts for the Work.
- 3. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

E. CONSTRUCTION SITE VISITS

- 1. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from Owner, Engineer shall:
 - a. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - b. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - ii. The purpose of Engineer's visits to, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or

responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- c. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
2. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
3. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

ARTICLE IV. – COMPENSATION SHALL BE AMENDED AS FOLLOWS:

Compensation for providing the Professional Services described in this Amendment No. 1 shall be on the basis of the actual time and expenses incurred in performing the services at the ENGINEER's Hourly Rate and Reimbursable Expense Schedule in effect at the time services are performed.

Article D – Bid Phase	\$5,200.00
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Article E – Construction Site Visits	\$6,000.00
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The estimated fee is based upon a construction period of 8 weeks. Because the Engineer cannot control the contractor's schedule or working hours during construction, the Engineer cannot guarantee the fee for the Construction Services

will not exceed this estimate, however the estimated fee shall not be exceeded without prior written approval from the OWNER.

All other terms and conditions contained in the Agreement shall remain unchanged and continue in full force and effect.

This Agreement Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Subagreement. A telecopied, electronic, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to existing Agreement, this _____ day of May, 2013.

ENGINEER

OWNER

WESSLER ENGINEERING

CITY OF FRANKLIN, INDIANA



Brent Siebenthal

Brent A. Siebenthal, P.E.
President

BY:

Attest: 

Jeremy A. Burns, P.E., P.L.S.
Project Manager

Attest: _____

ADDRESS FOR GIVING NOTICE:

ADDRESS FOR GIVING NOTICE:

Wessler Engineering, Inc.
6219 S. East Street
Indianapolis, IN 46227

City of Franklin
70 E. Monroe Street
Franklin, IN 46131

JAB:J:\Franklin\Projects\148112 Franklin Alley Drainage\00-001 Admin\L Proj Init\2013-05-15 148112 Amendment 01 Revised.doc

Attachment No. 1 – 2013 Hourly Rate and Reimbursable Expense Schedule
Attachment No. 2 – Fee Justification
Attachment No. 3 – E-Verify Affidavit
Attachment No. 4 – Indiana Iran Investment Certification



More than a Project™

ATTACHMENT NO. 1 2013 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$175.00
Senior Project Manager/Senior Project Engineer	\$165.00
Project Manager/Project Engineer III	\$135.00
Survey Manager	\$125.00
Assistant Project Manager/Project Engineer II	\$115.00
Project Engineer I	\$105.00
Field Services Manager	\$95.00
Designer	\$100.00
Engineer	\$90.00
Operations Specialist	\$90.00
Environmental Scientist II	\$85.00
Environmental Scientist	\$75.00
Technician IV/Senior Resident Project Representative	\$90.00
Technician III/Resident Project Representative III	\$80.00
Technician II/Resident Project Representative II	\$70.00
Technician I/Resident Project Representative I	\$60.00
Survey Crew Manager	\$85.00
Survey Crew Chief	\$70.00
Project Secretary	\$55.00

Reimbursable Expenses shall be charged as follows.

<u>Item and Unit</u>	<u>Unit Cost</u>
Mileage (per mile)	At current IRS published rate at time of expense
Copies:(each) Black & White/Color	8.5"x11" or 11"x17" \$0.12/\$0.20
	24"x36" \$1.00
Plots: (each)	24"x36" (Mylar) \$5.50
	24"x36" (Bond) \$1.00
	12"x18" (Bond) \$0.50
GPS Survey Equipment/Robotic Total Station	\$15.00 per hour
Postage/shipping/freight, Long distance telephone and fax, Lodging and Per Diems	At Cost
Subcontractor/Subconsultant fees	Cost + 10%

*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

This Schedule is subject to change

January 1, 2013

ATTACHMENT NO. 2 - FEE JUSTIFICATION		Hourly Rate		
Franklin Alley Drainage Improvements-Amendment 1				
Scope of Services				
	PROJECT MANAGER	\$135.00	\$105.00	\$80.00
	PROJECT ENGINEER			
	TECH III			
	SENIOR DBD			
	PROJ. SEC.			

BASIC SERVICES

D. Bid Phase		8	28	8	6	\$4,990.00
E. Construction Site Visits		32	8		8	\$5,600.00
Total Hours		40	36	8	14	
					SUBTOTAL	\$10,590.00
					REIMBURSABLE EXPENSES(1)	\$610.00
					TOTAL	\$11,200.00

(1) Detail of Reimbursable Expenses:

Item	Qty.	Unit Cost	Total
Travel	600	\$0.565	\$339.00
Printing & Reproduction	1	\$271.00	\$271.00
			\$610.00
WESSLER REIMBURSABLE EXPENSES			

ATTACHMENT NO. 3

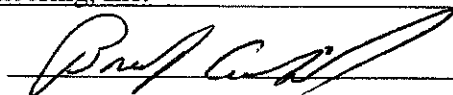
E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature):



(Printed Name) Brent A. Siebenthal

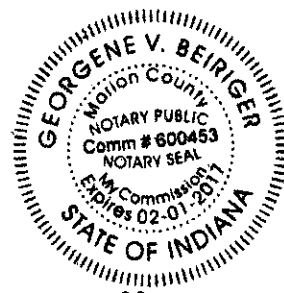
(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

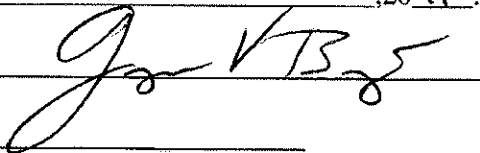
SS:

COUNTY OF MARION



Subscribed and sworn to before me this 28th day of November, 2011.

My commission expires: February 1, 2017 (Signed)



Residing in Marion County, State of Indiana

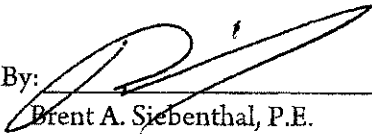
ATTACHMENT NO. 4

INDIANA IRAN INVESTMENT CERTIFICATION

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By:

A handwritten signature in black ink, appearing to read "Brent A. Siebenthal", is written over a horizontal line.

Brent A. Siebenthal, P.E.
President