

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:	12-10-13	Requested Meeting Date:	12-16-13
		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.			
King Street Traffic Study - Revised Contract Proposal			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Contract Proposal			
2.			
3.			
4.			

**ENGINEERING****ENVIRONMENTAL****INSPECTION****LAND SURVEYING****LAND ACQUISITION****PLANNING****WATER &
WASTEWATER****SINCE 1965****OFFICERS**

William E. Hail, PE

Dave Richter, PE, PLS

Steven W. Jones

Christopher R. Pope, PE

B. Keith Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolka, PE

Devin L. Stettler, AICP

Darryl P. Wineinger, PE

Adam C. Post, PE

Michael S. Oliphant, AICP

E. Rachelle Pemberton, PE

Timothy J. Coomes, PLS

Brian W. Craig, PE

Jon E. Clodfelter, PE

Steven R. Passey, PE

Kurt C. Courtney, PE

Brian J. Pierson, PE

Christopher L. Hammond, PE

Paul D. Glatzbach, PE

Brian S. Frederick, PE

Jay N. Riden, PE

Christopher J. Dyer, PE

Matthew R. Lee, PE

Christopher J. Wheeler, PE

William R. Curtis, PE

Jeromy A. Richardson, PE

Heather E. Kilgour, PE

Adam J. Graulich, PLS

Scott M. Siple, PE

Whitney D. Newkam, PE

Matthew A. Taylor, PE

Josh O. Betz, PLS

Dann C. Barnett, PE

Scott G. Minnich, PE

Jack R. Stocks, PE

Nicholas J. Kocher, PE

Jennifer L. Hart, PE

Jeffrey R. Andrews, PE

November 26, 2013

Travis J. Underhill, PE
LEED AP, CPESC
City Engineer
70 East Monroe Street
Franklin, Indiana 46131

RE: King Street Traffic Study
City of Franklin

Dear Mr. Underhill:

As per your email request from November 21, 2013, please see two copies of the revised Professional Services Agreement for the subject project. The Professional Services Agreement was revised in accordance with your request. Also, please see the executed 'Certification of Compliance with Applicable Law' form.

We appreciate this opportunity to work with you and your staff on this important project for the City of Franklin. If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Devin L. Stettler, MPI, AICP
Manager, Traffic Engineering Services

enclosures

c: Marty Weaver, United
United File (Pending)

www.ucindy.com
1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585

CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAW

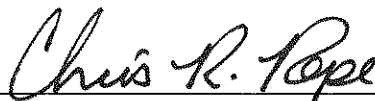
The undersigned, in consideration of contracting with and/or entering into agreements with the City of Franklin, a governmental entity, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental 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 Affidavits to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable wage scale provisions as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-verify affidavit as required by law.

Furthermore, 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.

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 November, 2013.



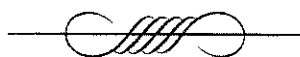
Duly Authorized Representative of Contracting Party

PROFESSIONAL SERVICES AGREEMENT



This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between ***the City of Franklin***, ("CLIENT") and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH



WHEREAS, UNITED CONSULTING desires to provide, and CLIENT desires for UNITED CONSULTING to provide, certain professional services to be performed with respect to ***the King Street Traffic Study between Eastview Drive and Lovers Lane*** ("Project"), 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 hereby agree as follows:

Section I – Services by UNITED CONSULTING

The engineering services to be performed by UNITED CONSULTING are described in Appendix "A" attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by CLIENT

The information and services to be furnished by the CLIENT are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

UNITED CONSULTING shall commence performance under this Agreement and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

Section IV - Compensation

For all Services rendered by UNITED CONSULTING under this Agreement, CLIENT agrees to pay UNITED CONSULTING on the basis of fees and charges established in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

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 Appendix "C" or unless terminated as set forth below.

2. Termination

CLIENT reserves the right to terminate or suspend this Agreement upon five days advance written notice to UNITED CONSULTING. Upon termination of this Agreement, UNITED CONSULTING shall deliver all Work Product (as defined herein) to CLIENT. The dollar amount for any earned but unpaid Services performed by UNITED CONSULTING shall be based upon an estimate of the portions of the total Services completed by UNITED CONSULTING through the effective date of termination, which estimate shall be as made by CLIENT 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 CLIENT 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 UNITED CONSULTING may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by UNITED CONSULTING shall not relieve UNITED CONSULTING of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by UNITED CONSULTING or its subcontractors 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 CLIENT.

UNITED CONSULTING 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.

UNITED CONSULTING agrees that written agreements with any and all subcontractors used by UNITED CONSULTING to fulfill UNITED CONSULTING's obligations hereunder shall contain language substantially similar to that of this Subsection to assign to CLIENT all Work Product by such subcontractors, and to require cooperation with UNITED CONSULTING 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 CLIENT. UNITED CONSULTING and its subcontractors 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 the CLIENT to UNITED CONSULTING.

4. Liability for Damages

UNITED CONSULTING 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 CLIENT.

5. General Liability Insurance

- a. Amounts and Coverage. UNITED CONSULTING shall procure and maintain at its expense insurance of the kind and in the amounts set forth in Appendix "E" by companies authorized to do such business in the State of Indiana covering all

Services and related activities performed by UNITED CONSULTING.

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

6. Workmen's Compensation

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

7. Changes in Work

- a. Prior Approval. UNITED CONSULTING shall not commence any additional services or change of scope until authorized by the CLIENT.
- 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 UNITED CONSULTING's control.
 - ii. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation or other dispute resolution process related to the Project that does not involve a claim against UNITED CONSULTING or a claim that is based on an alleged act of negligence or breach of contract by UNITED CONSULTING.
 - 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 CLIENT facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Project 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

UNITED CONSULTING and its subcontractors, 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. UNITED CONSULTING shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. UNITED CONSULTING's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. UNITED CONSULTING shall report to CLIENT, in writing, any injury or accident at the Project site involving its employees, its subcontractors 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. UNITED CONSULTING shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than UNITED CONSULTING and its subcontractors.

10. Independent Contractor

CLIENT and UNITED CONSULTING 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 subcontractors of the other party.

UNITED CONSULTING shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

11. Indemnification

The work performed by the UNITED CONSULTING shall be at the risk of UNITED CONSULTING exclusively. To the fullest extent permitted by law, UNITED CONSULTING shall indemnify, defend (at their sole expense) and hold harmless the CLIENT and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes 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, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, materials furnished, or Services provided under this Agreement by UNITED CONSULTING or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of UNITED CONSULTING, its employees or agents, whether active or passive. UNITED CONSULTING's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt.

CLIENT:

*City of Franklin
Travis Underhill, City Engineer
70 East Monroe Street
Franklin, Indiana 46124*

UNITED CONSULTING:

*United Consulting
Dave Richter, President
1625 North Post Road
Indianapolis, Indiana 46219*

13. Authority to Bind United Consulting

As used in this Agreement, UNITED CONSULTING refers to United Consulting Engineers, Inc. d/b/a UNITED CONSULTING. Further, the signatory for UNITED CONSULTING represents that he/she has been duly authorized to execute this Agreement on behalf of UNITED CONSULTING and has obtained all necessary or applicable approvals to make this Agreement fully binding upon UNITED CONSULTING when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of CLIENT and UNITED CONSULTING and their respective successors and permitted assigns. UNITED CONSULTING shall not assign this Agreement without the written consent of CLIENT.

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 Marion 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 CLIENT or UNITED CONSULTING 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.

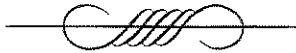
19. Dispute Resolution

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.

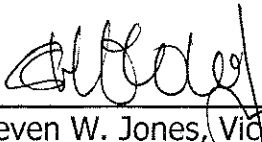
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

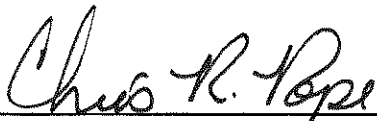


UNITED CONSULTING

CLIENT

BY: 
Steven W. Jones, Vice President

BY: _____
Joe McGuinness, Mayor

BY: 
Chris Pope, Vice President

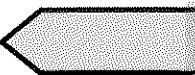
BY: _____

DATE: 11/26/2013

BY: _____

DATE: _____

ATTEST: _____



Appendices

- Appendix A** - Services by UNITED CONSULTING
- Appendix B** - Information and Services to be provided by CLIENT
- Appendix C** - Project Schedule
- Appendix D** - Compensation
- Appendix E** - Insurance

Services by UNITED CONSULTING***A. TRAFFIC DATA COLLECTION***

1. UNITED CONSULTING shall collect current (base year) 48-hour tube traffic counts at the intersections listed below:
 - a. King Street at Eastview Drive
 - b. King Street at Milford Drive
 - c. King Street at Franklin Cove Court / Longest Drive
 - d. King Street at Lovers Lane
2. UNITED CONSULTING shall collect manual turning movement counts at each of the identified intersections from 6AM-9AM and from 3PM-6PM.

B. TRAFFIC FORECAST

1. The UNITED CONSULTING shall forecast all compiled data to a horizon (future) year. UNITED CONSULTING shall coordinate with the CLIENT to determine the horizon year. The traffic forecast will include the previously identified intersections.
2. The UNITED CONSULTING will adjust these counts for seasonal variation and multiple axles, balance intersection improvements, and project all data to a horizon (future) year. The traffic forecasting will be completed in a manner consistent with procedures applied by the Indiana Department of Transportation's Planning and Production Division, Office of Modeling and Forecasting.

C. TRAFFIC ANALYSIS & REPORT

1. Phase I

- A. UNITED CONSULTING will create a model of the King Street corridor (for the four previously mentioned intersections) using the existing geometry and traffic volumes from the traffic data collection and forecast. The existing geometry will be measured from commercially available aerial imagery. The modeling software that will be used is Synchro by Trafficware. The existing model will be analyzed to determine the optimal timing and progression that may be programmed given currently available technology and the site's geometry. A model will be created for the AM and for the PM peak hour.
- B. A second pair of models will be created for the future condition based on the traffic projections and the existing geometry. A model will be created for the AM and for the PM peak hour.
- C. A report will be prepared summarizing the findings. The report will include a discussion of the following:
 - i. Identification of the intersections studied
 - King Street and Eastview Drive
 - King Street and Milford Drive
 - King Street and Franklin Cove Court
 - King Street and Lovers Lane
 - ii. Existing and proposed turning movements at each intersection
 - iii. Capacity analysis for four conditions:
 - Existing Traffic, Existing Geometry – AM Peak
 - Existing Traffic, Existing Geometry – PM Peak
 - Projected Traffic, Existing Geometry – AM Peak
 - Projected Traffic, Existing Geometry – PM Peak
 - iv. Summary of Results

2. Phase II

- A. A meeting will be held with the CLIENT to define what changes may be proposed to the existing infrastructure to balance the vehicular transportation demand with other uses that may exist for the corridor's available space. The impacts to the proposed configuration will be analyzed using the projected traffic volumes in both the AM and PM peak hour.
- B. The report previously prepared will be expanded to include further evaluation of the intersections listed above. The revised geometry will include one future alternative configuration.
- C. The report will be revised to include a discussion of the following:
 - i. Identification of the intersections studied
 - King Street and Eastview Drive
 - King Street and Milford Drive
 - King Street and Franklin Cove Court
 - King Street and Lovers Lane
 - ii. Existing and proposed turning movements at each intersection
 - iii. Capacity analysis for four conditions:
 - Existing Traffic, Existing Geometry – AM Peak
 - Existing Traffic, Existing Geometry – PM Peak
 - Projected Traffic, Existing Geometry – AM Peak
 - Projected Traffic, Existing Geometry – PM Peak
 - Projected Traffic, Revised Geometry – AM Peak
 - Projected Traffic, Revised Geometry – PM Peak
 - iv. Summary of Results
 - v. Recommendations for Corridor Improvements

Services by CLIENT

The CLIENT shall furnish UNITED CONSULTING with the following:

1. Plans for existing or proposed projects within the study limits, if available.
2. All written views pertinent to the project that is received by the CLIENT.
3. Guarantee access to enter upon public and private lands as required for the UNITED CONSULTING to perform work under this Agreement.

Schedule

All work by UNITED CONSULTING under this Agreement shall be completed and delivered to the CLIENT for review and approval within the following time periods:

A. TRAFFIC DATA COLLECTION

1. Completed within 21 calendar days after contract commencement date.

B. TRAFFIC FORECAST

1. Completed within 21 calendar days after completion of Traffic Data Collection.

C. TRAFFIC ANALYSIS & REPORT

1. **Phase I** completed within 21 calendar days after completion of the Traffic Forecast
2. **Phase II** completed within 21 calendar days after meeting with CLIENT to discuss the revised geometry.

Compensation**A. Amount of Payment**

1. UNITED CONSULTING shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 31,400.00 unless a modification of the Agreement is approved in writing by the CLIENT.
2. UNITED CONSULTING will be paid for the work performed under this Agreement on a lump sum basis in accordance with the following schedule:

a.	TRAFFIC DATA COLLECTION	\$ 7,000.00
b.	TRAFFIC FORECAST	\$ 5,700.00
c.	TRAFFIC ANALYSIS & REPORT	
i.	PHASE I	\$ 9,900.00
ii.	PHASE II	\$ 8,800.00

B. Method of Payment

1. UNITED CONSULTING may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CLIENT. The invoice voucher shall represent the value, to the CLIENT, of the partially completed work as of the date of the invoice voucher. UNITED CONSULTING shall attach thereto a summary of

each pay item in Section A.2. of this Appendix, percentage completed and prior payments.

2. The CLIENT for and in consideration of the rendering of UNITED CONSULTING services provided for in Appendix "A", agrees to pay UNITED CONSULTING for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CLIENT.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 7, (changes in work) of the General Provisions, set out in this Agreement.

APPENDIX E



Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2013

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker & Associates 7364 E. Washington Street Indianapolis IN 46219		CONTACT NAME: Angie Cook PHONE (A/C No. Ext.): (317) 759-9315 FAX (A/C No.): (317) 351-7149 E-MAIL ADDRESS: Angie@walkeragency.com	
INSURED United Consulting 1625 N. Post Road Indianapolis IN 46219-1995		INSURER(S) AFFORDING COVERAGE INSURER A: Indiana Insurance Co. NAIC # 22659 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 2012-13 **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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR		BOP4866690	11/1/2012	11/1/2013	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☒ NON-OWNED AUTOS ☒		BA4866699	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000		CU8810204	11/1/2012	11/1/2013	Uninsured motorist combined \$ 1,000,000
						EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
A	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	NC8889004	11/1/2012	11/1/2013	☒ WC STATUTORY LIMITS ☐ OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

City of Franklin
 Travis Underhill, City Engineer
 70 East Monroe Street
 Franklin, IN 46124

CANCELLATION

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

Angie Cook/ARC

ACORD 25 (2010/05)
 INS025 (201005) 01

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ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2013

PRODUCER

PROFESSIONAL DESIGN INS MGMT CORP
PO Box 501130
Indianapolis, IN 46250
(317)570-6945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

United Consulting
1625 N. Post Road
Indianapolis, IN 46219-1995

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: **RLI Insurance Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALLOWED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUS- TORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Professional Liability	RDP0009044	12/22/2012	12/22/2013	\$2,000,000 limit each claim and \$2,000,000 in the aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Franklin
70 East Monroe Street
Franklin, IN 46124
Attn: Travis Underhill, City Engineer

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lois Burton

ACORD 25 (2001/08)

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