

BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

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:	March 14, 2025	Meeting Date:	March 17, 2025
Contact Information:			
Requested by:	Joanna Tennell		
On Behalf of Organization or Individual:	Dept. of Planning & Engineering		
Telephone:	317-736-3631		
Email address:	jtennell@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request approval of PSA with USI Consultants, Inc. for updating the 2013 Comprehensive Plan.			
List Supporting Documentation Provided:			
1. Professional Services Agreement			
Who will present the request?			
Name:	Joanna Tennell	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 ____ day of _____, 2025, is made by and between the **City of Franklin**, acting by and through its Board of Public Works and Safety (“CITY”) and **USI Consultants, Inc.** (“CONSULTANT”) an Indiana corporation organized under the laws of the State of Indiana.

Project Description:

An update to the 2013 Franklin Comprehensive Plan to review the city's growth and development trends and establish an updated vision, goals, and policies reflecting the community's desired future development pattern.

RECITALS

WHEREAS, CITY wishes to hire CONSULTANT to provide certain professional services with respect to the Project; and

WHEREAS, CONSULTANT has extensive experience, knowledge and expertise relating to these services and has expressed a willingness to furnish the services in connection therewith, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which 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 CITY

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

Section III – Commencement of Services and Schedule

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

Section IV – Compensation

For all Services rendered by CONSULTANT under this Agreement, in accordance with the terms of this Agreement, CITY shall pay the CONSULTANT in accordance with the fees and charges established in EXHIBIT 4, which is attached to this Agreement, and incorporated herein by reference. The terms of payment of said compensation is as set forth on Exhibit 4. Compensation for the services rendered shall not exceed the sum of \$ 130,600.00 without specific written authorization of CITY 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

CITY 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 CITY. 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 CITY 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 CITY 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 CITY.

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 CITY 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 CITY. 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 CITY 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 CITY.

5. General Liability Insurance

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

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

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 CITY 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 CITY.

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 CITY 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 CITY's facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages and (6) default or failure to perform by other consultants.

8. Non-Discrimination

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

9. Safety

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

CITY 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. CITY 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 CITY: City of Franklin
Joanna Tennell, Senior Planner
70 E. Monroe Street
Franklin, IN 46131
jtennell@franklin.in.gov

To CONSULTANT: USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216

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 CITY and CONSULTANT and their respective successors and permitted assigns. CONSULTANT shall not assign this Agreement without the written consent of CITY.
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 CITY 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.

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

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 CITY 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). CITY 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 CITY 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.

USI Consultants, Inc.
(CONSULTANT)

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

(Signature)

Steve Barnett, Mayor

Michael J. Obergfell, PE, President
(Print or type name and title)

Ken Austin, Member

Tina Gross, Member

Attest:

Attest:

(Signature)

(Signature)

Paul R. Aikins, PE, PS, Vice President
(Print or type name and title)

(Print or type name and title)

EXHIBIT 1

SERVICES BY CONSULTANT

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate guidelines, regulations and requirements of the CITY.

General Project Scope

The 2025 City of Franklin Comprehensive Plan update shall be a strategic master plan for the city's future growth and development. It shall establish updated vision, goals, and policies reflecting the community's desired future development trajectory. This document outlines the services being provided by the CONSULTANT to complete the project.

Key Reference Documents:

1. 2002 Comprehensive Plan (implementation reference only)
2. 2013 Comprehensive Plan
3. 2017 Thoroughfare Plan
4. 2020 Bicycle and Pedestrian Way Master Plan
5. Parks and Recreation Master Plan

Key Topical Focus Areas:

1. Economic Development
2. Schools
3. Downtown District
4. Industrial Development and Agriculture Interface
5. Parks
6. Impacts of US-31 Corridor Improvements
7. Housing Choices
8. Public Art

Summary of Project Meetings:

1. One In-person project kickoff meeting
2. Monthly in-person staff coordination and review meetings
3. Two days of in-person focus group meetings
4. Two separate public outreach events, aligned with pre-scheduled community events
5. One public open house prior to adoption of the plan.
6. Three in-person plan adoption meetings

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Scope of Services

1. Project Initiation & Data Collection

CONSULTANT shall schedule one kickoff meeting with City of Franklin officials and staff after completing a comprehensive review of existing key reference documents. Demographic, economic, and land use trends occurring since the previous plan shall be analyzed to identify key areas of opportunity. This phase shall also establish an incremental review process, allowing City of Franklin staff to review and provide feedback on each section separately.

Deliverables:

- One demographic change summary report with key findings and trends,
- One kickoff meeting summary,
- And one schedule for the incremental review framework for phased plan development.

2. Public Engagement & Stakeholder Involvement

CONSULTANT shall work with City of Franklin to develop an engagement strategy aligned with existing City of Franklin outreach practices to encourage broad public participation. This shall include in-person workshops, focus group meetings, an online survey, and an interactive mapping tool. City of Franklin shall be responsible for integrating online elements into the city's current website and advertising public engagement opportunities through its social media accounts.

Provided Public Engagement Services:

- CONSULTANT shall Provide Flexible Participation Options:
 - CONSULTANT shall meet with City of Franklin staff to finalize the public outreach options and schedule. Hybrid in-person and virtual meetings, QR codes linking to surveys, and kiosks in high-traffic public spaces shall be considered to make participation easier for residents.
- CONSULTANT shall Utilize Existing Communication Channels:
 - for greater reach and familiarity, CONSULTANT shall assist the City of Franklin to integrate the public engagement strategy with the city's current social media, newsletters, and website to share planning updates.
- CONSULTANT shall Prepare and Attend Up to two public engagement events:
 - These events shall be coordinated with regularly scheduled community events. It is proposed that one of these occur at the Franklin Farmers Market, with the other occurring at another pre-scheduled festival or concert
- CONSULTANT shall Advertise Digital and In-Person Engagement Opportunities:
 - At least one moveable display shall be prepared that can be relocated throughout the city to promote the survey and encourage participation at the public events. CONSULTANT shall work with City of Franklin staff to determine when and where the displays can be set up for best exposure.

Deliverables:

- One public engagement strategy summary document detailing outreach methods and timelines,
- Meeting minutes and summaries from all engagement sessions,
- One online survey and summary report of results,
- One interactive mapping tool and summary of input, and

- Up to two roving displays for survey and public event promotion.

3. Vision, Goals, & Objectives Development

CONSULTANT shall help refine and build upon the foundation of the 2013 Comprehensive Plan to reestablish Franklin's long-range vision and establish project goals and objectives. Primary emphasis shall be placed on the topical focus areas in alignment with defined community priorities. Priority development shall be informed through focus group findings and refined in cooperation with City of Franklin staff. The incremental review process shall be initiated during this phase, allowing City of Franklin staff to help refine this section before progressing on to the development of other content.

Deliverables:

- Up to two days of focus group meetings in Franklin,
- One draft vision and goals document summarizing community priorities, and
- One document outlining early objective updates for identified and agreed upon key topical areas.

4. Land Use & Development Framework

CONSULTANT shall complete an analysis of existing land use patterns to help identify areas suitable for preservation, redevelopment, and new growth. This work shall evaluate community wide land-use patterns but shall especially consider potential policy changes necessary in the northeast portion of the community and in response to the future US 31 Corridor changes. The plan shall retain existing land use definitions to ensure continuity with the city's current zoning framework and planning practices. GIS-based land use mapping shall be used to help support current decision-making and review practices.

Deliverables:

- One written summary of growth trends and projections,
- One GIS-based land use map, and
- One summary of future land use policy recommendations.

5. Housing & Neighborhoods

CONSULTANT shall work with City of Franklin staff to update and refine current neighborhood development and revitalization strategies. Special attention shall be given to clearly defining lessons learned from previous housing projects in an effort to better align new housing policy with community needs and diversifying available housing and mixed-use opportunities.

Deliverables:

- One current housing needs overview with comparative affordability analysis, and
- One neighborhood revitalization and future housing strategy implementation framework.

6. Transportation & Mobility

CONSULTANT shall reference and integrate findings from the 2017 Thoroughfare Plan and the 2020 Bicycle and Pedestrian Way Master Plan with efforts concentrated on aligning future land use policy based on expected connectivity between neighborhoods, employment centers, and commercial corridors. Special attention shall also be placed on potential transportation related changes necessitated by the future improvements to the US 31 Corridor.

Deliverables:

- One reference summary of the 2017 Thoroughfare Plan and the 2020 Bicycle and Pedestrian Way Master Plan, and
- One draft recommendations summary.

8. Environmental Sustainability & Resilience

CONSULTANT shall review existing natural resources and environmental constraints to assess a sustainable future land use pattern. Possible strategies shall be developed to integrate open space and recreation priorities from the Parks and Recreation Master Plan and promote resilience against environmental challenges, especially local flooding.

Deliverables:

- One GIS based environmental resource map, and
- One sustainability and resilience summary report.

9. Implementation Plan

CONSULTANT shall develop a detailed implementation plan outlining action steps for each component of the comprehensive plan. This shall include responsible parties, possible funding mechanisms, and recommended timelines. The CONSULTANT shall coordinate with City staff to ensure the proposed implementation plan aligns with existing review practices.

Deliverables:

- One meeting with city staff to gain an understanding of current day-to-day use of the comprehensive plan, and
- One draft implementation action plan with responsible entities and funding sources, including performance metrics for plan evaluation.

10. Plan Adoption & Final Document

CONSULTANT shall develop project content and provide to City of Franklin for preliminary review throughout the project. The final project phase includes completing a fully formatted draft document for review and approval. Findings and recommendations shall be presented to the City Council and Plan Commission, leading to formal adoption in compliance with Indiana State Code. Additional materials, including an executive summary and brochure, shall be prepared during this phase to help communicate key aspects of the plan to the public.

Deliverables:

- One fully formatted draft Comprehensive Plan document for staff review,
- One executive summary highlighting key findings and recommendations,
- One public-friendly brochure summarizing major plan components,
- Presentation materials for up to three City Council and Plan Commission adoption meetings,
- One final adopted Comprehensive Plan document, and
- Up to ten printed and bound copies of the final plan document.

EXHIBIT 2

INFORMATION AND SERVICES TO BE FURNISHED BY CITY

INFORMATION AND SERVICES TO BE FURNISHED BY THE CITY:

The City of Franklin shall furnish the CONSULTANT with the following (if requested):

1. 2002 Comprehensive Plan (implementation reference only)
2. 2013 Comprehensive Plan
3. 2017 Thoroughfare Plan
4. 2020 Bicycle and Pedestrian Way Master Plan
5. Current Parks and Recreation Master Plan
6. Reports and plans related to the proposed US 31 upgrades
7. Available GIS zoning, land use, roadway, sidewalk, trail, parks, and utility information
8. Venue and scheduling services for public and focus group meetings
9. Website integration services for online project elements
10. Publication and digital notification via existing social media platforms for project survey and other project related notices

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EXHIBIT 3

COMMENCEMENT OF SERVICES AND SCHEDULE

SCHEDULE:

The CONSULTANT shall deliver the work to the City of Franklin in accordance with the Schedule shown below. The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

All work by the CONSULTANT under this Contract shall be completed and delivered to the City of Franklin for review and approval within the approximate time periods shown in the following submission schedule:

Anticipated Notice to Proceed (NTP)..... March 31, 2025
Project Initiation and Public Engagement..... 150 calendar days from NTP
Draft Plan for Review 215 calendar days from NTP
Final Adoption Draft Plan Adoption.....20 calendar days from draft comments

Remainder of this page left blank intentionally.

EXHIBIT 4

COMPENSATION

COMPENSATION:

The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed **\$130,800.00** unless a modification of the Agreement is approved in writing by the City of Franklin.

The CONSULTANT shall be paid for the services described in Exhibit 1 on a lump sum basis unless otherwise noted in accordance with the following fee schedule:

Project Initiation and Public Engagement	\$ 53,300.00
Plan Development and Adoption Services	\$ 77,500.00
<u>TOTAL NOT-TO-EXCEED FEE =</u>	<u>\$ 130,800.00</u>

The proposed fees listed above are valid for 120 days. If the proposed fees listed above are not accepted by the proper City of Franklin authority within 120 days of the date the fees were received by an employee of the City of Franklin, the CONSULTANT reserves the right the renegotiate the fees and/or schedule.

The CONSULTANT shall not be paid for any service performed by the City of Franklin or services not required to develop this project. If notice to proceed with any portion of the work is not given prior to one year from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the City of Franklin and the CONSULTANT. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs shall not be paid as a reimbursable but is to be included in the above fees and overhead costs.

1. Method of Payment

The CONSULTANT shall submit invoices to the City of Franklin, not more often than once per month during the progress of the work, for partially completed work as of the date of the invoice. Such invoices shall represent the value, to the City of Franklin, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.

Invoices shall be submitted to:

Attn: Joanna Tennell
CITY Contact Name

jtennell@franklin.in.gov
Email

The City of Franklin for and in consideration of the rendering of the engineering services provided for in Exhibit 1, agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work there under, acceptance thereof by the City of Franklin and upon the CONSULTANT submitting an invoice as described above.

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.

EXHIBIT 5

INSURANCE REQUIREMENTS

Exhibit 5

Insurance Requirements

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000
Bodily Injury, personal injury, property damage, Contractual liability, products-completed operations	
General Aggregate Limit (other than Products/ Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
D. Comprehensive Auto Liability (single limit, owned, Hired, and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability	\$2,000,000 each occurrence