



Office of the City Engineer

July 21, 2020

Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Amendment #1 to the May 16, 2019 contract with GRW Engineers, Inc. for the Teal Road Water Main Relocation Project. This amendment adds in survey; coordination with INDOT, Norfolk Southern Railroad and others; design; and construction administration for additional water main relocation along Teal Road between 9th Street and Old Romney Road. Their original contract covered the portion between 18th Street and 22nd Street.

This amendment is for an hourly not-to-exceed amount of \$75,000, bringing the full contract amount to \$115,000.

We respectfully request your approval.

Sincerely,

A handwritten signature in black ink that reads "Jeromy L. Grenard". The signature is written in a cursive, flowing style.

Jeromy L. Grenard, PE, PTOE
City Engineer

CONTRACT MODIFICATION ONE
to
AGREEMENT BETWEEN
OWNER AND ENGINEER

This contract modification AGREEMENT, made on the _____ day of _____, 2020, between:

CITY OF LAFAYETTE, INDIANA
20 N 6th Street
Lafayette, Indiana 47901

(hereinafter called OWNER) and

GRW ENGINEERS, INC.
9001 Wesleyan Road, Suite 200
Indianapolis, Indiana 46268

(hereinafter called ENGINEER)

Project

Teal Road Water Main Relocation

WITNESSETH, That whereas OWNER requires professional services in connection with the Coordination, Design, Bidding, and Construction phase services for the “Teal Road Water Main Relocation” project, and OWNER wishes to engage ENGINEER to provide certain services pertaining thereto; and

WHEREAS, ENGINEER represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana;

WHEREAS, OWNER desires, in accordance with Article 3.1 Additional Services of the May 21, 2019 professional services agreement with the ENGINEER, to execute the option to request the ENGINEER to accomplish the additional engineering services identified in the attached Exhibit A to this Agreement;

WHEREAS, ENGINEER desires to accept such execution of the OWNER’s option of the agreement between OWNER and ENGINEER;

THEREFORE, OWNER and ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree that the following modifications be made to the May 21, 2019 agreement:

Article 3.1 **Additional Services**

ENGINEER shall be authorized to complete coordination, design, bidding, easement descriptions and construction phase work for improvements to the OWNER's water distribution and/or storm sewer systems as required to resolve conflicts between the water system and the upcoming INDOT Teal Road Improvements Project. The engineering services included are detailed in the attached Exhibit A, Scope of Work for Teal Road Water Main Relocation Additional Services.

Article 6.1.2 **Payments to Engineer – Additional Services**

OWNER shall pay ENGINEER for Services rendered under this contract modification at the terms listed below in Exhibit A with a total Not-to-Exceed Amount of Seventy Five Thousand (\$75,000.00). The existing contract amount will be adjusted by this amount. The ENGINEER shall submit monthly invoices for the work performed as described in the original agreement.

The work shall be completed at the hourly rates attached in Exhibit C, unless otherwise agreed to by the Owner and Engineer.

Article 5 **Period of Service**

ENGINEER agrees to commence work upon execution of this contract modification and complete the services according to the schedule listed in Exhibit A. It is anticipated the duration will be approximately 12 months. The estimated completion date of the services is July 1, 2021.

The schedule is subject to mutual agreement and the fulfillment of obligations by each party. The parties acknowledge that land or easement acquisition, budget constraints, regulatory review, issuance of permits by other agencies, or other factors may contribute to schedule modifications. Each party will communicate on potential schedule modifications as they become apparent.

All other provisions of the Agreement not modified by this or previous Amendments shall remain in effect.

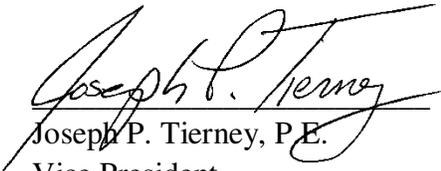
IN WITNESS WHEREOF, OWNER and ENGINEER have signed this Contract Modification Agreement in duplicate. One counterpart each has been delivered to OWNER and ENGINEER.

Executed this _____ day of _____, 2020.

OWNER: City of Lafayette, Indiana Board
of Public Works and Safety

ENGINEER: GRW Engineers, Inc.

By: _____
Gary Henriott, President

By: 
Joseph P. Tierney, P.E.
Vice President

Norm Childress

Cindy Murray

Amy Moulton

Ron Shriner

Attest: _____
Mindy Miller, Deputy Clerk

Date: _____

Exhibit A
Scope of Work and Fees
For
Teal Road Watermain Relocation
Additional Services

Scope of Work:

Note: Task Numbers Continued from Previous Agreement

Task 6 – Additional Coordination with INDOT

1. Attend coordination meetings with INDOT and American Structurepoint (project designer). Includes preparation and follow up as necessary. Four (4) meetings via teleconference are anticipated
2. Develop potential Layouts and conceptual cost estimates of water main relocations for discussion and review purposes.
3. Review INDOT plan revisions to verify elimination of conflicts with water mains.
4. Project e-mails and correspondence as needed to coordinate with INDOT and American Structurepoint.

Task 7 - Design and Permitting services:

1. Data collection of existing water system mapping, INDOT improvements plans and relocation plans from other utilities related to the INDOT Teal Road Project.
2. Field survey verification of the project area including: location of existing utilities including valves and hydrants. Some limited spot elevations will also be taken to verify general ground surface elevations; additionally, our Surveyor will complete a verification of available right of way and easements.
3. Preparation of a plan set including plan sheets and details; Details will be per City of Lafayette construction standards.
4. Preparation of technical specifications and front end documents;
5. Attend a design review meeting with the City at the 75% design level to verify project details prior to permitting and 100% design.
6. Preparation and submittal of an INDOT work plan for permitting;

Task No. 8 – Easement Descriptions

1. Prepare required plats and legal descriptions for Owner's use in negotiating and acquiring Right-of-Way and easements for the project. One description anticipated.
2. Assumes an hourly rate of \$140 per hour for a registered Land Surveyor.

Task 9 - Bidding services:

1. Package all drawings, specifications, and front end documents for bid advertisement;
2. Print and distribute all bid documents to prospective bidders. Bidders will be charged a nominal fee for the plans;
3. Maintain and distribute updated plan holder's list;
4. Answer questions from bidders regarding bid documents and provide written addenda accordingly;
5. No Pre-Bid Meetings are anticipated.

6. Attend project bid opening and assist owner as needed in receiving the bids.
7. Assist the City in bid evaluation and preparation of certified bid tabulation;
8. Check references on the low bid construction contractor and provide written bid recommendation to the City.
9. Assumes one bidding of the work as one prime contract.

Task 10 - Construction Administration Services

1. Review, compile, and distribute contract documents between City and Contractor including Performance and Payment Bonds, Notice of Award, Notice to Proceed, Agreements, Certificates of Insurance, etc.;
2. Provide general construction administration assistance including coordination of project schedules;
3. Coordinate and Attend pre-construction conference and distribute meeting minutes;
4. No project progress meetings are anticipated
5. Review and distribute all shop drawings, samples, and product submittals for conformance with contract documents;
6. Supervise the part-time resident project representative;
7. Respond to Contractor inquiries and provide clarifications and interpretations of the contract documents;
8. Review all change orders and make recommendation to the City for approval;
9. Review all progress payments and make recommendation to City for approval;
10. Recommend substantial completion to City including compiling punch list;
11. Verify punch list completion and make recommendation of final acceptance to City;
12. Prepare and Provide to the City on reproducible set of Record Drawings for the project.
13. Fee assumes a one prime contract and a construction contract duration of three (3) months.

Task 11 – Part Time Construction Observation Services

1. Resident Project Representative (RPR) shall observe that the construction is in general compliance with the contract documents and serve as liaison between City and Contractor.
2. Maintain and distribute daily inspection reports during the course of the work;
3. Perform job activities in accordance with the list of Resident Project Representative Duties outlined in the Construction Documents portion of the specifications.
4. Fee assumes 120 hours of part time on-site construction observation at a billing rate of \$85 per hour plus expenses.

Fee and Schedule Summary

Description	Fee	Days to Completion
Task 6 – Additional INDOT Coordination	\$10,000 Hourly + Expenses Not-to Exceed	360 days from Owner’s Notice to Proceed.
Task 7 – Design and Permitting	\$30,000 Hourly + Expenses Not-to Exceed	150 days from Owner’s Notice to Proceed.
Task 8 – Easement Descriptions	\$1,400 Hourly + Expenses Not-to Exceed	90 days from Owner’s Notice to Proceed.
Task 9- Bidding	\$6,000 Hourly + Expenses Not-to Exceed	30 days from completion of Design
Task 10 – Construction Administration	\$16,000 Lump Sum	90 days from Construction Notice to Proceed
Task 11 – Part Time Construction Observation	\$11,600 Hourly + Expenses Not-to Exceed	90 days from Construction Notice to Proceed

Total Fee: \$75,000.00 Hourly + Expenses Not-to Exceed

(Note: Individual fees given per task for tracking purposes. Should minor scope adjustments be required that do not increase overall contract value, amounts for each task can be adjusted by agreement between owner and engineer without an additional contract modification)

Assumptions and Exclusions:

1. *INDOT’s CAD drawings will be made available for usage in developing the proposed plan drawings.*
2. *Easement descriptions as noted are included. No land acquisition services (negotiating, appraisals, buying, recording, etc) are included.*
3. *No additional permits beyond the INDOT right of way permit will be needed for the completion of the work.*
4. *Project financing will be through on-hand City funds and no coordination with funding agencies will be required.*
5. *Services not set forth above and not listed are specifically excluded from GRW’s scope of work. GRW assumes no responsibility to perform any services not specifically listed herein.*

EXHIBIT B

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICE CONTRACTS

1. **Billing.** On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.
2. **Employment.** During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
3. **Ownership of Documents.** All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
4. **Insurance.** The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant’s insurance shall be written on a “primary” basis and the City’s insurance program shall be in excess of all of Consultant’s available coverage.
 - B. Worker’s Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
 - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
5. **Successors and Assigns.** Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
6. **Termination of Agreement.** The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extend they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the 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, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

Exhibit C

GRW Engineers, Inc.		
Hourly Rate Schedule		
January 1, 2020 thru December 31, 2020		
<u>CATEGORY</u>	<u>Rate</u>	<u>Unit</u>
Principal	\$205.00	Hour
Expert Witness	\$200.00	Hour
Engineer VII	\$190.00	Hour
Engineer VI	\$175.00	Hour
Engineer V	\$155.00	Hour
Engineer IV	\$140.00	Hour
Engineer III	\$130.00	Hour
Engineer II	\$110.00	Hour
Engineer I	\$90.00	Hour
Architect V	\$165.00	Hour
Architect IV	\$145.00	Hour
Architect III	\$110.00	Hour
Architect II	\$85.00	Hour
Architect I	\$75.00	Hour
Senior Planner	\$150.00	Hour
Planner	\$100.00	Hour
Senior Designer	\$125.00	Hour
Designer/Technician V	\$110.00	Hour
Designer/Technician IV	\$100.00	Hour
Designer/Technician III	\$90.00	Hour
Designer/Technician II	\$80.00	Hour
Designer/Technician I	\$65.00	Hour
Designer/Technician Trainee	\$55.00	Hour
Construction Manager	\$115.00	Hour
Senior RPR	\$95.00	Hour
RPR – III	\$85.00	Hour
RPR – II	\$75.00	Hour
RPR – I	\$65.00	Hour
Survey Manager/Land Surveyor	\$140.00	Hour
Party Chief	\$115.00	Hour
Surveyor	\$75.00	Hour
Survey Assistant	\$50.00	Hour
2-Man Survey Crew (w/equipment)	\$175.00	Hour
Administrative/Clerical	\$60.00	Hour
Mileage charged at current IRS mileage reimbursement rate.		
Out of pocket expenses charged at actual rate.		
Photocopies charged at \$ 0.10 each and Drawing copies at \$1.00 each.		
Subcontractors charged at 1.10 multiplier.		

GRW CONSULTANT FEE ESTIMATE

Manhour Projections

City of Lafayette

Teal Road WM - Relocations - Contract Amendment No. 1

Work Items or Tasks	Principal	Engineer VI - PM	Land Surveyor	Engineer III	Engineer II	Engineer I	Designer IV GIS Tech	Tech II	RPR III	Tech	Clerical	Total Labor	Expenses & Subs	TASK ITEM TOTAL	% Total
Task 1 - Ongoing coordination with INDOT and Am. Structurepoint															
Meetings		16											\$75	\$2,875	4%
Potential Layouts		8												\$1,400	2%
Cost Estimating		6												\$1,050	1%
Review of field data		8												\$1,400	2%
Correspondence		16												\$2,800	4%
Subtotal														\$9,525	13%
Task 2 - Design and Permitting - North and South of Elston Road - 400-500 ft each plus lowering a Beck Ln and East of Bennett Dr.															
Field Survey - Review of Files and Call in Locates		4		4										\$1,220	2%
Field Survey - 800 to 1,000 ft plus two areas for lowering (3 days)				24				24					\$300	\$5,580	7%
Field Survey - Upload Data				4										\$520	1%
Property Line/deed Research - verify INDOT data			4										\$100	\$660	1%
Plan Sheet Development - 4 sheets		16			16		60						\$75	\$10,635	14%
Specifications		4			8						4		\$50	\$1,870	2%
IDEM Permit		4			4						4			\$1,380	2%
INDOT Coordination/Permit		4			4									\$1,140	2%
Erosion Control Permitting		4			4									\$1,140	2%
Utility Coordination		4			4									\$1,140	2%
Cost Estimates		4			4									\$1,140	2%
QA/QC	4													\$820	1%
Meetings (2)		8			8								\$100	\$2,380	3%
Project Management		4												\$700	1%
Subtotal														\$30,325	
Task 3 - Easement Description Preparation - Buying and Negotiating by Owner															
Legal Descriptions - 1 description - 5 hrs each		2	5								4		\$100	\$1,390	2%
Subtotal														\$1,390	2%
Task 4 - Bidding - Assumed 1 bidding of 1 contract															
Advertisements Coordination		2									2		\$500	\$970	1%
Answer Bidder Questions		4											\$100	\$800	1%
Pre-Bid Meeting		4												\$700	1%
Addendum		4					2				4			\$1,140	2%
Attend Bid Opening		3												\$525	1%
Post Bid Review and Recommendations		6									4		\$300	\$1,590	2%
Project Management		2												\$350	0%
Subtotal														\$6,075	8%
Task 5 - Construction Administration															
PreConstruction Paperwork		6									4			\$1,290	2%
PreConstruction Meeting		6												\$1,050	1%
Monthly Progress Meetings - 2 month duration		12									4		\$500	\$2,840	4%
Project Updates and Coordination - 2hr per week for 2 mo		16									4			\$3,040	4%
RFI's and Change Orders		8									4			\$1,640	2%
Review Pay Applications		8									4			\$1,640	2%
Record Drawings		4					16							\$2,300	3%
Project Management	4	8												\$2,220	3%
Subtotal														\$16,020	21%
Task 6 - Construction Observation															
Part Time RPR - 6 wk @ 20 hr/wk									120				\$1,350	\$11,550	15%
Subtotal														\$11,550	0%
SUBTOTAL	8	205	9	32	52	0	78	24	120	0	42		\$3,550	570	Hours
HOURLY RATE	\$205	\$175	\$140	\$130	\$110	\$90	\$100	\$90	\$85	\$65	\$60		---		
SUBTOTAL FEE PER DISCIPLINE	\$1,640	\$35,875	\$1,260	\$4,160	\$5,720	\$0	\$7,800	\$2,160	\$10,200	\$0	\$2,520	\$71,335	\$3,550	\$74,885	
CONSULTANT FEE - Estimated Task	\$74,885														