This Task Order No. 6 for Lawrence 2026 I/I Project (2024.03507) is issued under the Master Agreement (2024.01463) entered into on the 28<sup>th</sup> day of May, 2024, by and between

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
hereinafter referred to as "Consultant", and

City of Lawrence Utilities

9001 East 59th Street, Suite 300

Lawrence, Indiana 46216

hereinafter referred to as "Owner", wherein it is agreed as follows:

Project: 2026 Sewer Rehabilitation Project

For mutual consideration hereinafter set forth, the Consultant and Owner agree as follows:

- 1. The Consultant agrees to perform the following services: see Exhibit A.
- 2. The schedule for services performed under this task order is as follows: see Exhibit A.
- 3. Owner agrees to compensate Consultant an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses, for a not to exceed total amount of \$197,500. Hourly rates for the period July 2025 to June 2026 are attached as Exhibit B.

Intermediate Design Phase	\$197,500	
Final Design Phase	Fee to be Determined	
Construction Administration	Fee To be Determined	
Construction Inspection	Fee To be Determined	
Post Construction	Fee To be Determined	

4. Owner's representative for this project will be <u>Paul Wanner</u>.

-- signature page follows --

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Task Order upon the terms, conditions, and provisions above stated and in the Prime Agreement the day and year signed by the last required signatory.

	CONSULTANT:		OWNER:	
Ву	David Moller	Ву		
	1F523B865E8D44B (signature)		(signature)	
Name	M. David Mohler II, PE, LEED AP	Name		
	(print)		(print)	
Title	Vice President	Title		
Date	7/15/2025	Date		

#### **EXHIBIT A**

### Consultant's Services

# **Project Background**

- A. This project is intended to provide a condition assessment and rehabilitation recommendations for the project area, as shown in Figure 1. Consultant shall design and prepare construction plans and specifications for rehabilitation of the existing sanitary sewer system in the project area. The project area includes west of I-465 within the City of Lawrence from 46<sup>th</sup> Street on the south to 52<sup>nd</sup> Street on the north; east of I-465 to Franklin Road, from the railroad tracks to the south and 52<sup>nd</sup> street to the north; and the Glicks and Roses neighborhood located at 46<sup>th</sup> Street and Burrwood Drive.
- B. There are approximately 125 sewer segments in the project area and 170 manholes.
- C. The project area has previously been designed to a 30% level based on data from the 2010 Sanitary Sewer Evaluation Study (SSES), which identified the high priority sewer segments. This task order will take the project through Final Design, Bidding, and Construction of those high priority segments. The areas previously designed were referred to as Areas 2 and 4.

Consultant shall provide Basic Services as set forth below.

### **PART 1 – BASIC SERVICES**

A.1.01 Intermediate Design Phase (\$197,500)

#### A. Consultant shall:

- 1. Contract with Fluid Waste Services, Inc. (FWS) to televise and provide CCTV video in the project area for high priority sewer segments not televised by the Owner in 2023 (approximately 35,000 linear feet of 8-12" sanitary sewer remaining). The priority ranking is based on information from the SSES. FWS will provide fliers to the neighborhood 48 hours prior to any cleaning and televising. They will clean and CCTV the selected sewer segments, haul away all waste and debris removed from the sewers, and provide traffic control for all intersections.
  - a. See Attachment 1 for FWS scope of services.
- 2. Review Owner provided CCTV video and CCTV video collected by FWS of the sewer segments in project area. The review will consist of:
  - a. Determining alternatives to correct structural and infiltration and inflow defects.
  - **b.** Determine rehabilitation alternates. Rehabilitation methods to consider include: open cut replacement, cured-in-place pipe lining, root removal, heavy cleaning and grouting.
  - c. Determine requirements for bypass pumping to accomplish each type of rehabilitation.
  - d. Determine impacts for maintenance of traffic for each potential method of rehabilitation.
  - e. Determine
- 3. Review Manhole Inspection reports from FWS and SSES as needed.

- a. Determine alternatives to correct structural and infiltration and inflow defects. Methods to consider include injection chemical grouting, cementitious and/or epoxy lining, bench repair or replacement, manhole frame and cover replacement, and replacement of adjusting rings or cone.
- **b.** Develop priority rating grade for each manhole and assign priority score based on condition, risk of failure, and I/I contribution. High priority manholes will be included in the final design.
- 4. Conduct up to two (2) site visits.
  - a. Investigate high priority manholes as needed.
  - **b.** Investigate pipe segments to understand flow directions and constructability concerns as needed.
- 5. Conduct Utility Coordination by submitting an online ticket to 811 and coordinating by email with utilities present in the project area (Initial Notice). Obtain GIS shapefiles if available to show on design drawings.
- 6. Prepare Intermediate Design Phase documents (60% level) consisting of intermediate design criteria, drawings in ArcGIS Pro, draft specifications, and written descriptions of the Project for rehabilitation of the high and medium priority sewer segments, manholes and laterals in the project area. The Project includes, as needed:
  - a. Rehabilitation of sanitary sewer utilizing Root and Encrustation Removal and installation of a full-length or sectional Cured-in-Place Pipe (CIPP);
  - b. Partial replacement to resolve serious structural deficiencies;
  - c. Full replacement from manhole to manhole;
  - d. Rehabilitation of laterals. Laterals will be lined from the mainline sewer to the right-of-way utilizing CIPP and/or partial replacements.
  - e. Rehabilitation of manholes.
- 2. Advise Owner within 10 days of notice to proceed if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- 3. Based on the information contained in the Intermediate Design Phase documents, prepare an Opinion of Probable Construction Cost (AACE Level 2), and assist Owner in collating the various cost categories which comprise Total Project Costs.
- 4. Perform or provide the following Intermediate Design Phase tasks or deliverables:
  - a. Provide monthly progress reports to Owner.
  - **b.** Conduct progress meetings at specific milestones, including agenda and post meeting minutes to update Owner representatives about project. It is anticipated one (1) meeting will be held during the Intermediate design phase.

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- 5. Furnish three (3) review copies of the Intermediate Design Phase documents and any other deliverables to Owner within 90 calendar days after receipt of all CCTV videos from FWS and Owner, and review them with Owner. Within 10 calendar days of receipt, Owner shall submit to Consultant any comments regarding the Intermediate Design Phase documents and any other deliverables.
- 6. Revise the Intermediate Design Phase Documents in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of the Intermediate Design Phase Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within ten calendar days after receipt of Owner's comments and instructions.
- B. Consultant's services under the Intermediate Design Phase will be considered complete on the date when the Intermediate Design Phase documents, Opinion of Probable Construction Cost, and any other deliverables have been delivered to Owner.

# D.1.02 Final Design Phase (Fee To Be Determined)

- A. After acceptance by Owner of the Intermediate Design Phase documents, revised Opinion of Probable Construction Cost as determined in the Intermediate Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Consultant shall:
  - 1. Prepare a Topographic Survey for sewer rehabilitation design for all point repairs and full pipe replacements including the following:
    - a. Establish horizontal control
    - b. Establish vertical control
    - c. Set temporary benchmarks on-site for use during construction
    - d. Select topographic survey
      - 1) Show spot elevations to the nearest 0.01 foot
      - 2) Provide the location, size, and elevation of all improvements within the survey limits
      - 3) Plot the location of storm drainage structures, sanitary structures, roads, driveways, edges of curbs, parking areas, walks, drainage ways, fencing, etc.
      - 4) Provide the location and size of individual trees outside of wooded areas larger than 4" DBH within the survey limits
      - 5) Plot the location of the drip line of all groups of trees and vegetation where locating individual trees is not feasible
    - e. Provide location, size, depth, material, and direction of flow for sanitary and storm sewers on the site

- **f.** Locate aboveground evidence of utilities on-site, plus marks made on the ground by local utility companies (One Call). One Call will only locate utilities within the public right-of-way or within recorded easements
- g. Provide high resolution aerial imagery of project site for use with ArcGIS
- **h.** CAD Drafting and creation of a TIN and contours (1-foot contour interval)
- i. Professional Surveyor review and deed/parcel plot based on limited research obtained from the County Recorder
  - 1) Right-of-way lines will be plotted on the Survey
  - 2) This Survey Scope does <u>not</u> include the preparation of a Route Survey Plat
- j. Final deliverable: plat/map bearing the stamp and signature of a Professional Surveyor
- 2. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 50-division format of the Construction Specifications Institute.
- 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  - a. There are no permits anticipated for the Project.
- 4. Advise Owner of any adjustments to the Opinion of Probable Construction Cost known to Consultant (AACE Level 1).
- 5. Perform or provide the following Final Design Phase tasks or deliverables:
  - a. Provide monthly progress reports to Owner.
  - **b.** Conduct progress meetings at specific milestones, including agenda and post meeting minutes to update Owner representatives about project. It is anticipated one (1) meeting will be held during the final design phase.
- 6. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents within 90 calendar days after receipt of Owner's comments on the final design phase documents. Within 10 calendar days of receipt, Owner shall submit to Consultant any comments and instructions for revisions.
- 7. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit <u>three</u> final copies of the Bidding Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within <u>ten</u> calendar days after receipt of Owner's comments and instructions.

- B. Consultant's services under the Final Design Phase will be considered complete on the date when the submittals have been delivered to Owner.
- C. The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is <u>one</u>. If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

# D.1.03 Bidding or Negotiating Phase (Fee To Be Determined)

- A. After acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Consultant shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend and lead pre-Bid conference, and utilize an online planroom for posting and tracking the Bidding Documents.
  - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  - 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  - 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals, providing a recommendation for award, and in assembling and awarding contracts for the Work.

# D.1.04 Construction Phase (Fee To Be Determined)

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Consultant shall:
  - 1. General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned in the General Conditions shall not be modified, except as Consultant may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Consultant, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
  - 2. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the Consultant and to provide more extensive observation of Contractor's work. Duties, responsibilities. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth below.

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- a. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- **b.** The Consultant shall provide construction observation and inspection services for construction of the Project in conformance with accepted standards for this work.

### 1. ENGINEERING PERSONNEL

- a. For the fulfillment of all services outlined in Section 2 below, the Consultant will provide one part-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.
- **b.** The qualifications and experiences of personnel provided by the Consultant are subject to approval by the Owner, and no personnel will be assigned to the project until the Owner's approval is obtained.
- **c.** The part-time Resident Project Representative will report to the Owner on all matters concerning contract compliance and administration.
- d. The part-time Resident Project Representative will coordinate project activities with Owner's project manager.

#### 2. DESCRIPTION OF SERVICES

- **a.** <u>Construction Schedule:</u> Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the Owner concerning the schedule's acceptability.
- **b.** <u>Conferences:</u> Schedule, conduct, notify participants, and provide minutes of pre-construction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the Owner.

The Consultant shall be available for conferences as requested by the Owner to review working details of the project. The Owner may review and inspect the activities whenever desired during the life of the agreement.

- c. <u>Liaison</u>: Serve as the Owner's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the Owner.
- **d.** Cooperate with the Owner in dealing with various federal, state, and local agencies having jurisdiction over the project.
- **e.** Obtain from the Contractor a list of his proposed suppliers and subcontractors.
- **f.** Obtain from the Contractor additional details or information when needed at the job site for proper execution of the work.
- **g.** <u>Certification of Materials</u>: Check for completeness of certifications of materials delivered to the site.

# h. Shop Drawings:

- 1) Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain Consultant's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.
- 2) Review the approved shop falsework drawings, specifications, and other submissions; record receipt of this data; maintain a file of all drawings and submissions; and check construction for compliance in accordance with the Contract Documents.
- 3) Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Owner when it is necessary to disapprove work as failing to conform to the Contract Documents.

# i. Review of Work, Inspection and Tests:

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- Conduct on-site inspections of the work in progress for the Owner as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- 2) Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the Owner.

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- 3) Verify that the required quality control sampling and testing has been accomplished and materials certification has been provided by the Contractor.
- 4) Review the Contractor's test/certification results and the Owner's independent assurance tests for accuracy and retain in the project file.
- 5) Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.
- **j.** <u>Modification</u>: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Owner.

## k. Records:

- 1) Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents (including all addenda, change orders, and additional drawings subsequent to the award of the Contract), progress reports, and other project related documents.
- 2) Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the Owner.
- 3) Maintain for the Owner a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
- 4) Maintain a set of drawings on which authorized changes are noted and deliver to the Owner upon request, but in any event, at the completion of the project.
- 5) Prepare the Final Construction Record and Final Estimate as required by the Owner.
- **I.** <u>Reports</u>: Furnish to the Owner at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- m. <u>Progress Estimates</u>: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Owner for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
- **n.** <u>Project Responsibility</u>: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and for the maintenance of appropriate records related to the construction of this project.

- work Schedule and Suspension: The Consultant's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the Owner. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the Consultant may also be suspended without cost to the project.
- **p.** Contract Administration: The Consultant will administer the contract in accordance with Owner's procedures.
- 3. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- 4. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 5. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Consultant, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work.
  - b. The purpose of Consultant's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or

safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 6. Defective Work. Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 7. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 8. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 9. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
- 10. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 11. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- 12. Disagreements between Owner and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the

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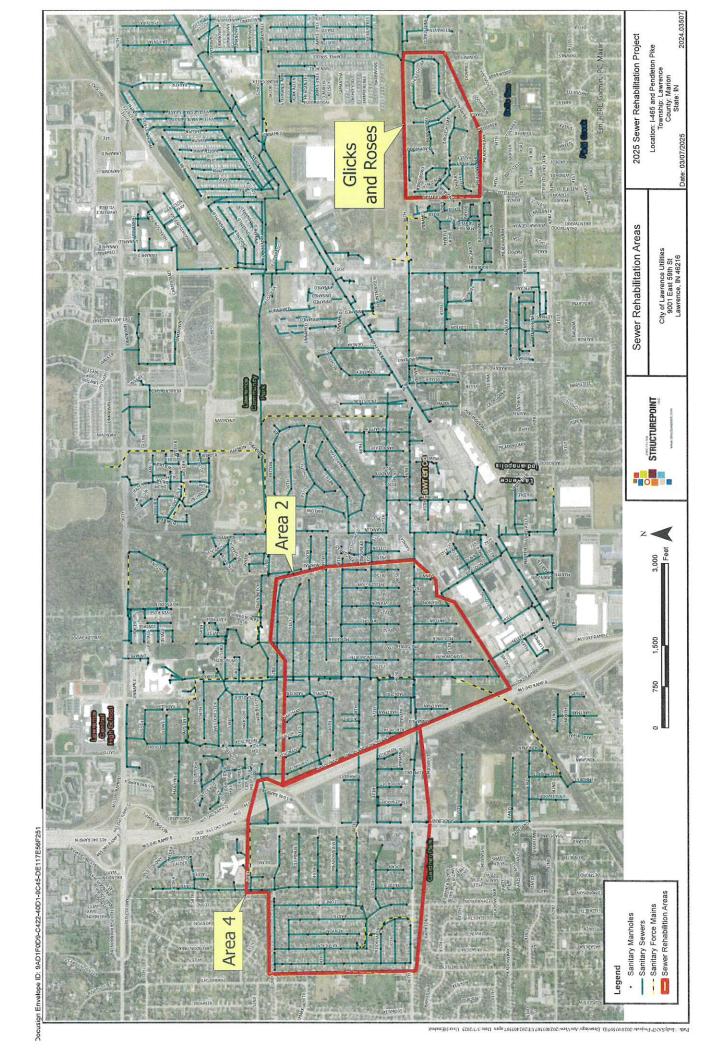
execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- 13. Applications for Payment. Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Owner, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's Work. In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - **b.** By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 14. Contractor's Completion Documents. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Consultant will be limited as provided.
- 15. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Consultant considers the Work substantially complete, Consultant shall deliver a certificate of Substantial Completion to Owner and Contractor.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Consultant shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Consultant shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

### D.1.05 Post-Construction Phase (Fee to be Determined)

- A. Upon written authorization from Owner, Consultant, during the Post-Construction Phase, shall:
  - Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
  - 2. Prepare as-builts for the project to include updates to the City of Lawrence "sewer\_rehab" and "manhole rehab" GIS layers and as-built plan set in PDF format.
  - 3. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.



# **EXHIBIT B**

# Hourly Rate Sheet Effective July 2025 through June 2026

Job Classification	Hourly Rate
Principal	\$340/hr
Technical Director	\$330/hr
Senior Project Manager	\$265/hr
Project Manager	\$250/hr
Senior Engineer	\$255/hr
Project Engineer	\$190/hr
Staff Engineer	\$145/hr
Senior CAD Technician/Designer	\$155/hr
Intern	\$80/hr



#### Fluid Waste Services, Inc.

Certified WBE PO Box 264, Noblesville, IN 46061 (317) 773-7996 | AR@fluidwaste.com

ESTIMATE #	53311
DATE	06/27/2025
ESTIMATE BY	John Gundrum
TERMS	NET 30

#### **BILL TO**

American Structurepoint, Inc. Attn: Accounts Payable 9025 River Road Suite 200 Indianapolis, IN 46240

### JOB / PROJECT INFORMATION

46th and Shadeland Area 4555 Shadeland Ave. Indianapolis, Indiana 46226

### SERVICE DETAILS

Contact: Karen Saavedra 317-995-7120 Job/Project Type: Clean & CCTV - Sanitary

**Description:** This proposal is to Flyer 48 hours before any cleaning and televising is performed. Then FWS will clean and CCTV 35,071' of existing sanitary sewer with traffic control. Haul all waste to IDS for disposal. FWS will also provided bypass pumping for sanitary lines located under I-465.

170 manhole inspections.

6"-357', 8"-24122', 10"-5162', 12"-2460', 15"-2688' and 24"-282'.

Equipment: - Combo - CCTV - Shop Truck

Water: Provided Onsite Disposal Site: IDS Rental Equipment:

**Additional Equipment Required:** 

Estimate					
Description	Qty	Rate	Total		
Clean Sanitary Lines 8" - 12" - Footage Rate	35071.00	\$2.10	\$73,649.10		
CCTV 8" - 12" Sanitary Sewer Lines - Footage Rate	35071.00	\$1.58	\$55,412.18		
Support Vehicle - Hourly	2.00	\$80.00	\$160.00		
2 Man Labor - Hourly	8.00	\$180.00	\$1,440.00		
Administrative Fee	1.00	\$200.00	\$200.00		
Maintenance of Traffic ( Flaggers)	4.00	\$1,800.00	\$7,200.00		
Manhole Inspection w/ TV Van - Per Manhole	170.00	\$30.00	\$5,100.00		
Liquid Vacuum Services - Hourly ( Bypass sewer)	32.00	\$270.00	\$8,640.00		
Daily Rental of Sewer Plug	4.00	\$175.00	\$700.00		

**CUSTOMER MESSAGE** 

**Estimate Total:** 

\$152,501.28

Thank you for the opportunity to propose our services - we appreciate it very much! Please contact us any time with questions or additional information as needed.

#### **DISCLAIMERS:**

- This scope of service and pricing may be subject to rate adjustment based on work completion date(s) and/or if the actual jobsite conditions, scope and/or quantities differ from the scope and conditions as understood at the time of this estimate.
- · Billable hours include travel time.
- Rates may be subject to annual adjustment based on work completion date(s).
- Payment Terms: Please note that payment terms are Net 30. Per company policy, we do not accept pay-when-paid terms without a signed contract in place.
- A transaction fee of 2% will be applied on all credit card payments, no fee for debit cards.
- Overtime Hours: Work done after 7:00 PM and/or before 7:00 AM may be subject to overtime rates (typically 1.5x standard rates).
- Disposal: Disposal costs may vary due to volume and type of debris.
- Pipe Cleaning: Up to (3) passes is considered light cleaning. For more than (3) passes, heavy cleaning will be billed at an hourly rate. If heavy cleaning is required, customer and FWS office must be called due to increase in cost.
- New Construction: Asphalt or gravel base drives/streets must be in place for equipment to access jobsites. If off road access is needed, office approval will be required.
- BMP: If hydrocarbons or oil are present, lab testing will be required for South Side Landfill. Lab fees are \$1200 and up. Disposal rates are \$195/ton.
- CCTV: If a highlighted map and/or line list are not provided or confirmed by customer prior to FWS job completion, any additional inspection required may be billed as an additional cost.
- Proteus: No charge for other onsite equipment when Proteus camera is in use.
- Sectional Liner: This is a proven, permanent point repair to a line; however, there is always the possibility for problems to occur due to the pre-existing pipe conditions.
- Exposed Surfaces: Customer assumes all responsibility for covering floors and walls to protect surfaces during project.
- Jackhammer: If needed due to hardening of material, jackhammer services can be provided on T&M basis.
- Preventative Maintenance: If PM is performed more or less frequently than estimated, price may vary due to differences in material amounts, effort required, etc.
- FWS does not provide shoring or trenching protective systems. It is the responsibility of the contractor and or the person entering the hole to provide the appropriate protective system and competent person to ensure safe working conditions prior to entering any excavation.

  OSHA requires shoring for any hole over 5 feet to protect any person entering.
- FWS is proudly women-owned and a certified WBE.







