

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
Paul I. Cripe, Inc. dba "Cripe"
AND THE CITY OF GREENFIELD BY AND THROUGH
ITS BOARD OF PUBLIC
WORKS AND SAFETY (OWNER)

WHEREAS, OWNER desires to obtain Owner's Technical Representative services for the City of Greenfield Project entitled Greenfield Parking Garage and

WHEREAS, OWNER wishes to limit its review role of these services; and

WHEREAS, Cripe has expressed its willingness to provide these services within the specified time requirements and with a limited review role by OWNER as defined by Cripe in it's scope of work dated June 2, 2025 included as "ATTACHMENT A".

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and responsibilities, OWNER and CRIPE agree as follows:

ARTICLE 1. AUTHORITY TO EXECUTE AGREEMENT

Each party represents and warrants to the other party that:

- 1.1 The party is duly organized and existing in good standing under the laws of Indiana and has all requisite power and authority to carry out the obligations set forth in this Agreement.
- 1.2 The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance whereof, have been duly authorized by all necessary action.
- 1.3 This Agreement has been duly entered into and delivered and constitutes a legal, valid, and binding obligation of the party, enforceable in accordance with its terms.

ARTICLE 2. ATTACHMENTS

The Attachments which accompany and form a part of this Agreement as of the date hereof are:

- 2.1 "Attachment A" consisting of the described services to be performed by CRIPE.
- 2.2 "Attachment B" consisting of a list of key professional staff and subcontractors CRIPE agrees to provide for the Project and the man-hours that will be devoted to the Project.

- 2.3 "Attachment C" consisting of a list of key staff OWNER agrees to provide for the Project.
- 2.4 "Attachment D" consisting of a schedule for completion of the milestone tasks of the Project.
- 2.5 "Attachment E" consisting of a mediation process to be utilized by the parties.
- 2.6 "Attachment F" consisting of information to be provided by OWNER to CRIPE.
- 2.7 "Attachment G" consisting of compensation for CRIPE's services under this Agreement.

ARTICLE 3. INTENT AND INTERPRETATION

- 3.1 The "Agreement", as referred to herein, shall mean this Agreement executed by OWNER and CRIPE, and shall include these Terms and Conditions, the Attachments described in Article 2 and attached hereto, and any written supplemental agreement or modification entered into between OWNER and CRIPE, in writing, after the date of this Agreement.
- 3.2 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by CRIPE or other rights or obligations of OWNER or CRIPE, the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon CRIPE and affording the greater right or remedy to OWNER, shall govern; otherwise, precedence shall be given in the following order: provisions of these Terms and Conditions, provisions contained in any Attachment hereto and required provisions contained in any governmental regulation incorporated herein by reference.
- 3.3 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against OWNER solely by virtue of OWNER or OWNER's representatives having drafted all or any portion of this Agreement.
- 3.4 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

ARTICLE 4. CRIPE'S RESPONSIBILITIES

- 4.1 CRIPE shall serve as OWNER's professional representative in the design and construction phase of the Project, and with respect to all services provided by CRIPE hereunder, and will give consultation and advice to OWNER during the performance of such services.
- 4.2 CRIPE shall perform professional services as stated in "Attachment A" of this Agreement,
- 4.3 Not used.

- 4.4 CRIPE shall perform all professional services necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable local, state and federal requirements.
- 4.5 Not used.
- 4.6 Not used.
- 4.7 CRIPE shall make all reasonable efforts to provide competent, capable, experienced and suitably qualified personnel for the performance of all services. Any employee or representative of CRIPE who, in the opinion of OWNER, does not perform its work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of OWNER, be removed from performing any further services on behalf of OWNER.
- 4.8 CRIPE shall provide to OWNER the key staff and subcontractors listed in "Attachment B" and shall make each person and subcontractor available to the Project for the duration of the Project. In the event any of the staff and subcontractors listed in "Attachment B" is not available to the Project, CRIPE shall provide replacement personnel to the satisfaction of OWNER. OWNER may not unreasonably withhold its consent. A failure by CRIPE to provide professional staff and subcontractors as required by this Article shall be considered a material breach of the Agreement.
- 4.9 CRIPE shall be fully responsible for all negligent acts, errors or omissions of consultants and subcontractors and of persons and organizations directly or indirectly employed by CRIPE, and of persons and organizations for whose acts any consultant may be liable to the same extent that CRIPE is responsible for the negligent acts, errors or omissions of persons directly employed by CRIPE. Nothing in this Agreement, nor any communication, directive, action or failure to act on the part of OWNER, shall create any contractual relationship between OWNER and any consultant or subcontractor having a contract with CRIPE, nor shall it create any obligation on the part of OWNER to pay or to see to payment of any monies due any consultant or subcontractor to CRIPE.
- 4.10 CRIPE agrees to bind specifically every subcontractor and consultant to the applicable terms and conditions of this Agreement for the benefit of OWNER. CRIPE shall obtain written acceptance from OWNER for all proposed subcontractors and subcontract agreements for any portion of the Scope of Work described in "Attachment A" and shall furnish copies of all executed subagreements.
- 4.11 CRIPE shall include all subcontractors on "Attachment B". CRIPE may not remove or otherwise substitute subcontractors indicated on "Attachment B" without consent of OWNER. A failure by CRIPE to provide the subcontractors as required by this Article shall be considered a material breach of the Agreement.

- 4.12 Not used.
- 4.13 CRIPE's submittals are subject to prompt monitoring and acceptance by OWNER for general compliance with the services described in "Attachment A". In the event that any submittal is not accepted by OWNER, OWNER shall notify CRIPE in writing of its reasons for non-acceptance and may make suggested revisions. Upon receipt of said notification, the non-acceptance submittal shall be revised appropriately by CRIPE until accepted by OWNER. If CRIPE does not agree with OWNER's suggested revisions, CRIPE shall submit its reasons therefor to OWNER in writing.
- 4.14 In the event that the performance of any services described in this Article or in "Attachment A" under this Agreement by CRIPE shall require CRIPE to use, consider, complete, or evaluate any designs, specifications, contract documents, reports, studies or other services provided to OWNER or CRIPE by another architect, Cripe or consultant, CRIPE shall take reasonable and prudent steps to verify the technical accuracy of such items and shall report in writing to OWNER any conflict, error or discrepancy which may be discovered by such investigation and verification.
- 4.15 CRIPE shall fulfill the requirements of governing regulatory agencies as may be applicable to the work and services to be performed by CRIPE described in this Article or in "Attachment A".
- 4.16 Not used.

ARTICLE 5. OWNER'S RESPONSIBILITIES

Except to the extent that such responsibilities are otherwise waived or assumed by CRIPE, OWNER shall take reasonable steps to:

- 5.1 Issue a written notice to proceed within 30 days of fully executed Agreement.
- 5.2 Not used.
- 5.3 Make available all information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 5.4 Furnish to CRIPE, as required by CRIPE for performance of its services, data prepared by or services of others.
- 5.5 Monitor all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CRIPE.
- 5.6 Not used.

- 5.7 Not used.
- 5.8 Subject to the provisions of Paragraph 4.14, and to the extent that persons providing reports, data and other information to OWNER which OWNER furnishes to CRIPE under this Article are responsible for their accuracy and completeness, OWNER shall be responsible for, and CRIPE may rely upon, the accuracy and completeness of all said reports, data and other information.
- 5.9 Arrange for access to and make all provisions for CRIPE to enter upon public and private property as required for CRIPE to perform services under this Agreement.
- 5.10 Attend the pre-bid conference, bid opening and preconstruction conferences.

ARTICLE 6. COMPLETION SCHEDULE

- 6.1 The proposed schedule for the completion of the Project is presented in "Attachment D" and is made a part hereof.
- 6.2 CRIPE shall adhere to all time limits stated in this Agreement or included in any accepted time schedule. All such time limits shall be of the essence to this Agreement.
- 6.3 Not used.
- 6.4 OWNER may at any time, by written order, make changes within the general scope of the Agreement in the services of work to be performed. If CRIPE believes that such a change justifies an increase in CRIPE's contract time or contract price required to perform the services under this Agreement, it must assert such claim in writing within thirty (30) days of receipt of OWNER's written order giving rise to the claim. No claim for adjustment in the contract time or contract price will be valid if not submitted in accordance with this paragraph. No services for which CRIPE will charge additional compensation shall be furnished without the written authorization of OWNER.
- 6.5 CRIPE shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as permitted in Article 8, or as CRIPE and OWNER may otherwise agree in writing.
- 6.6 Not used.
- 6.7 Not used.

ARTICLE 7. INSURANCE

- 7.1 CRIPE shall, as a condition precedent to this Agreement, purchase and thereafter maintain

such insurance as will protect it and OWNER from the claims set forth below which may arise out of or result from CRIPE's operations under this Agreement, whether such operations be by CRIPE or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- A. Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- B. Claims for damages because of bodily injury and personal injury, including death, and;
- C. Claims for damages to property.

7.1.1 CRIPE's commercial general liability insurance shall also provide coverage for the following:

- (a) Contractual liability insurance as applicable to any hold-harmless agreements in the contract;
- (b) Products and completed operations;
- (c) Broad form liability; and
- (d) Independent Contractors.

7.1.2 CRIPE's insurance shall be not less than the amounts shown below:

- | | | |
|-----|---|----------------------------|
| (a) | Worker's Compensation | Statutory |
| (b) | Employer's Liability | |
| | Bodily Injury Accident | \$100,000
each accident |
| | Bodily Injury by Disease | \$500,000
policy limit |
| | Bodily Injury by Disease | \$100,000
each employee |
| (c) | Commercial General Liability (Occurrence Basis) | |

Bodily injury, personal injury, property damage, contractual liability, products-completed operations.

General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
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Products/Completed Operations	\$2,000,000
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Personal & Advertising Injury Limit	\$1,000,000
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Each Occurrence Limit	\$1,000,000
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Damage to Rented Premises	\$100,000 each occurrence
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Medical Expense Limit	\$5,000
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(d) Comprehensive Auto Liability (single limit) (owned, hired & non-owned)	\$1,000,000
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Bodily injury & property damage	\$1,000,000 each accident
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(e) Umbrella Excess Liability	\$1,000,000 each occurrence and aggregate
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(f) Professional Liability	\$1,000,000 per claim and aggregate
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7.2.1 Professional liability coverage shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with CRIPE during the Coverage Period.

7.2.2 Professional liability policies may be either claims made or per occurrence.

7.2.3 Deductibles on professional liability policies may be either per claim or per occurrence.

7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number or amount of claims made against a specific Project.

- 7.3 With the prior approval of OWNER, CRIPE may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 Copies of all above insurance policies and Certificates of Insurance, naming the City of Greenfield as an "additional insured" (subsections 7.1.2(c) through (e) only), including proof of required Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER within seven (7) calendar days of the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.
- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of CRIPE to the above-enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of CRIPE.
- 7.7 Notwithstanding any other provision of this Agreement, CRIPE shall provide all insurance coverage required by the documents provided by OWNER.

ARTICLE 8. COMPENSATION TO CRIPE

- 8.1 For the services described in this Agreement or in "Attachment A", OWNER agrees to pay CRIPE as per the provisions of "Attachment G", unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by CRIPE under this Agreement, which estimates shall be prepared by CRIPE and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment requests by CRIPE shall be submitted once monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 Not used.
- 8.5 Not used.
- 8.6 OWNER shall pay CRIPE for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within thirty (30) days of OWNER's acknowledgement that invoice and documentation are acceptable. OWNER will give CRIPE written notice within five (5) working days of receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge

as to the acceptability of the invoices and documentation. If OWNER fails to pay CRIPE according to this paragraph, OWNER shall pay CRIPE **0.0192%** of the unpaid amount per each day in excess of thirty (30) days.

8.7 Not used.

8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such services, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, CRIPE shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNER's performance of the Agreement and shall constitute a waiver of all claims by CRIPE against OWNER.

ARTICLE 9. TERMINATION BY OWNER

9.1 If CRIPE becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, CRIPE shall be considered in default, and OWNER may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that CRIPE shall be given; (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested or by electronic mail with confirmation of delivery) of OWNER's intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination, and a reasonable opportunity to cure the default as determined by OWNER. In determining the amount of final payment to be made to CRIPE upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by OWNER to be incurred by reason of CRIPE's default.

9.2 This Agreement may be terminated in whole or in part in writing by OWNER for OWNER's convenience; provided that CRIPE is given: (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested or by electronic mail with confirmation of delivery) of intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is effected by OWNER, CRIPE's compensation shall be equitably adjusted to include a reasonable profit for services or other work performed, and shall provide for payment to CRIPE for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.

9.3 Upon receipt of a termination action for default or for the OWNER's convenience, CRIPE shall: (1) promptly discontinue all services affected, unless the termination notice directs

otherwise, and (2) deliver or otherwise make available to OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by CRIPE in performing this Agreement, whether completed or in process.

- 9.4 If, after termination for CRIPE's default, it is determined that CRIPE was not in default, the termination shall be deemed to have been effected for the convenience of OWNER.

In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 9.2 and the recovery of such price adjustment shall be CRIPE's sole remedy and recovery.

- 9.5 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by OWNER are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then OWNER shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. OWNER agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

ARTICLE 10. TERMINATION BY CRIPE

- 10.1 If OWNER fails to pay CRIPE within sixty (60) days after payment is due, CRIPE may, after having given fifteen (15) days written notice, and if OWNER has not made payment, terminate this Agreement. In the event of such termination, OWNER shall compensate CRIPE in accordance with the provisions of Paragraphs 8.6 and 9.2 of this Agreement.
- 10.2 If OWNER requests CRIPE to furnish or perform services contrary to CRIPE's responsibilities as a licensed design professional, CRIPE shall notify Director of OWNER of this request within three (3) days of the request being made. If Director renews request and request actually requires CRIPE to act contrary to CRIPE's responsibilities as a licensed design professional, CRIPE may terminate this Agreement upon seven (7) days written notice to OWNER. In the event of such termination, OWNER shall compensate CRIPE in accordance with the provisions of Paragraph 9.2 of this Agreement.
- 10.3 If CRIPE loses the services of key personnel essential to the prosecution of this Agreement, CRIPE has the following options:
- A. With the consent of OWNER, substitute other personnel (OWNER may not unreasonably withhold consent); or
 - B. Terminate the Agreement.

However, if CRIPE terminates the Agreement, OWNER may complete PROJECT in any manner deemed appropriate. CRIPE shall be liable to OWNER for the difference between the cost of completing the PROJECT after termination and the contract price together with any incidental and consequential damages, but less expenses saved in consequence of CRIPE's termination.

ARTICLE 11. SUCCESSORS AND ASSIGNS

- 11.1 OWNER and CRIPE each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to the promises, representations, acknowledgements, covenants and responsibilities contained in this Agreement.
- 11.2 Except as otherwise provided herein, CRIPE shall not assign, sublet or transfer its interest in this Agreement without the written consent of OWNER.
- 11.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OWNER.

ARTICLE 12. RECORDS; AUDITS

CRIPE shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. CRIPE shall also maintain the financial information and data used by CRIPE in the submission or preparation of any cost submission, statement or summary submitted to OWNER or any funding agency. OWNER, or any agencies which have tendered grants for the Project, or any person so designated by a granting agency shall, until the expiration of THREE (3) years after final payment under this Agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of CRIPE involving any transaction related to this Agreement. To the extent that the person or entity which seeks to examine, inspect, audit and copy said documents is under the control of OWNER, said person or entity will provide CRIPE with seventy-two (72) hours written notice. CRIPE agrees to incorporate this provision into any subagreements executed by CRIPE with others for work or services related to this Project. The periods of access and examination as described herein shall continue until any disputes, claims or litigation arising out of the performance of this Agreement have been disposed of.

ARTICLE 13. OWNERSHIP OF DOCUMENTS

All documentation relating to this Project, developed in the performance of this Agreement or prepared in connection therewith, are the property of OWNER and shall be delivered to OWNER, if requested by OWNER, upon completion of services or upon termination of this Agreement. With respect thereto, CRIPE shall not assert or establish any right or claim under the design patent or

copyright law. CRIPE agrees that work done under this Agreement constitutes "work for hire" under copyright law, and OWNER shall retain the right to any design patent or copyright and may use any and all materials prepared by CRIPE without reservation. In the event that any deliverables developed during this project are deemed not to be "works for hire" under copyright law, CRIPE agrees, at no additional cost, to assign all right, title and interest, including copyright in and to such deliverables, to OWNER. OWNER will not change or reuse any document for any project or purpose other than as described in the Agreement without the written consent of CRIPE. However, CRIPE expressly acknowledges that OWNER is a public agency and is subject to public access, disclosure and distribution laws, regulations and policies. CRIPE acknowledges that OWNER will not treat this Agreement as confidential information and will post the Agreement on OWNER website as required by law. Use by the public of any document or the information contained therein, shall not be considered an act of OWNER.

ARTICLE 14. NOTICES

When written notice is required by this Agreement, it shall be sufficiently given, in the absence of a specific provision to the contrary, when delivered or sent by United States first-class mail to CRIPE at its business address, or to OWNER or OWNER's representative, or by personally delivering such notice to the party to be in receipt thereof.

ARTICLE 15. NONDISCLOSURE

Unless required by law, CRIPE shall not divulge information concerning this Project to anyone, unless prior written approval is received from OWNER, and shall obtain similar agreements from persons and firms employed by it. OWNER reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of this Agreement.

ARTICLE 16. OTHER CONSULTANTS

OWNER reserves the right to employ other engineers, architects and consultants in connection with the work or Project.

ARTICLE 17.

Not used.

ARTICLE 18.

Not used.

ARTICLE 19. CHOICE OF FORUM

Parties agree that any litigation associated with or arising from this Agreement shall be filed with a

court of competent jurisdiction within the State of Indiana.

ARTICLE 20. NON-DISCRIMINATION

- 20.1 CRIPE and subcontractor shall not discriminate against any employees or applicant for employment, to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
- 20.2 CRIPE shall include all covenants and certifications as are contained in this Article in all subagreements related to this Agreement.

ARTICLE 21. APPLICABLE LAWS

- 21.1 Subject to the provisions of the following paragraph, CRIPE agrees to conform to all federal, state, and local laws, rules and regulations applicable to CRIPE in performing work pursuant to this Agreement in force at the time of design, including, but not limited to, those relating to discrimination in employment, conflicts of interest, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Indiana, and all Municipal Ordinances and Codes of the City of Greenfield and Hancock County.
- 21.2 Compliance with any state or federal statute or local ordinance enacted or regulations promulgated thereunder after the effective date of this Agreement for which notice had been published prior to the execution by CRIPE of this Agreement which affect the services of CRIPE shall be the responsibility of CRIPE without entitling CRIPE to an increase in either time of performance or in contract price.

ARTICLE 22. AMENDMENTS

This Agreement may be amended only by written instrument and signed by both OWNER and CRIPE.

ARTICLE 23. SEVERABILITY

In the event any provision of this Agreement is determined by a court of competent jurisdiction or by the laws of the State of Indiana to be null and void, such provision shall be stricken and all other provisions which can be given effect independently of the stricken provision shall remain in full force and effect.

ARTICLE 24. CONFLICT OF INTEREST

- 24.1 CRIPE certifies and warrants to OWNER that neither it, nor its agents, representatives or employees who will participate in any way in the performance of CRIPE's obligations hereunder has, or will have during the Project, any conflict of interest relative to the Project, direct or indirect, with OWNER. CRIPE shall immediately notify OWNER if a conflict of interest should arise during the Project. Upon being so notified, OWNER may either:
- A. Waive the conflict; or
 - B. Terminate the Agreement according to Paragraph 9.1.
- 24.2 For purposes of compliance with IC 36-1-21, CRIPE certifies and warrants to OWNER that CRIPE, or a person who wholly or partially owns CRIPE, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Greenfield, Indiana, or a member of the City Council of Greenfield, Indiana.

ARTICLE 25. REQUIRED DOCUMENTATION

- 25.1 CRIPE shall furnish OWNER any documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Greenfield, Hancock County, other units of local government, the State of Indiana, and the United States.
- 25.2 CRIPE further represents that it is now and shall remain in good standing with such governmental agencies and that it will keep its license, permit, registration, authorization or certification in force during the term of this Agreement, to perform the services described in "Attachment A" and in this Agreement.

ARTICLE 26. INDEPENDENT CONTRACTOR STATUS

CRIPE expressly understands and agrees that it is an independent contractor and that it is not an employee of OWNER, and OWNER is not to provide Worker's Compensation, health or accident insurance coverage or indemnification agreement of any kind which would cover CRIPE or its employees, if any, in and under the terms of this Agreement.

ARTICLE 27. WAIVER

OWNER's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of OWNER's rights or remedies.

ARTICLE 28.

Not used.

ARTICLE 29. ALLOCATION OF RISK

CRIPE agrees to indemnify and hold harmless the City of Greenfield, Indiana and its officers, agents, officials and employees for any and all damages, losses, expenses, judgments and liens only to the proportional extent caused by negligent act or omission by CRIPE or any of its officers, partners, agents, employees or subcontractors regardless of whether or not they are caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 30. TAXES

OWNER is exempt from state, federal and local taxes. OWNER will not be responsible for any taxes levied on CRIPE as a result of this Agreement.

ARTICLE 31. RESTRICTIONS ON LOBBYING

If federal funds are to be used in connection with this Agreement, CRIPE certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that CRIPE has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence of an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard **Form-LLL**, "Disclosure of Lobbying Activities" in accordance with its instructions.
- C. CRIPE also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

ARTICLE 32. MAINTAINING A DRUG-FREE WORKPLACE

- 32.1 CRIPE hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to OWNER within ten (10) days after receiving actual notice that an employee of CRIPE has been convicted of a criminal drug violation occurring in CRIPE's workplace.
- 32.2 In addition to the provisions of subparagraph 32.1 above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, CRIPE hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by CRIPE in conjunction with this Agreement.
- 32.3 It is further expressly agreed that the failure of CRIPE to in good faith comply with the terms of subparagraph 32.1 above, or falsifying or otherwise violating the terms of this certification reference in subparagraph 32.2 above, shall constitute a material breach of this Agreement, and shall entitle OWNER to impose sanctions against CRIPE including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of CRIPE from doing further business with OWNER for up to three (3) years.

ARTICLE 33. DISPUTE RESOLUTION

- 33.1 OWNER and CRIPE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Agreement or the breach thereof (DISPUTES) to mediation according to the provisions of "Attachment E".
- 33.2 Only after complying with the provisions of Paragraph 33.1, the parties may by mutual agreement in writing designate any DISPUTE, except for claims which have been waived by the making or acceptance of final payment, to be decided by arbitration. Such designation shall specifically identify and describe the DISPUTE. Arbitration proceedings shall be initiated only as to DISPUTES as so identified and described in such written agreement, and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 33.3 CRIPE shall carry on the work and maintain the schedule for services during any mediation, arbitration or litigation proceedings, unless otherwise agreed by CRIPE and OWNER in writing.
- 33.4 Any such arbitration may, at the option of OWNER, involve by joinder or otherwise, all parties or persons substantially involved in common questions of fact or law whose presence may be required. All consultant agreements, purchase orders and related construction agreements between CRIPE and other parties shall provide for such arbitration and consolidation.

- 33.5 If OWNER shall be party to an arbitration of a DISPUTE which arises, in full or in part, from CRIPE's negligence or failure to fulfill any obligation or responsibility under this Agreement, OWNER may, at its option, and by written notice, advise CRIPE of such arbitration proceeding and afford CRIPE the opportunity to participate therein. In such case, CRIPE will be bound by any award rendered by the arbitrators to the extent that such award is adverse to OWNER.

ARTICLE 34. TERM OF AGREEMENT

This Agreement shall become effective upon completion of the following:

- A. delivery to OWNER and acceptance by OWNER, of the documents required in Paragraph 7.4; and
- B. latest date of execution by any required signatories;

and shall expire upon the successful completion and final acceptance of CRIPE's services, as set forth in this Agreement or "Attachment A", and OWNER's payment therefore. In computing any period of time prescribed by this Agreement, the date of any notice to proceed shall not be included in such computation. The last day of any period of time prescribed in this Agreement shall be included unless it is a Saturday, Sunday or a legal holiday as established by ordinance of the City Council of Greenfield, Indiana. In such cases, the period of time shall run until the end of business hours of OWNER on the next day that is not a Saturday, Sunday, or a legal holiday as established by ordinance.

ARTICLE 35. NOTICE TO PROCEED

CRIPE shall not begin work pursuant to this Agreement until it receives a Notice to Proceed from OWNER.

ARTICLE 36. INTEGRATION

This Agreement and the documents incorporated herein represent the entire understanding between and among the parties hereto. The signing of this Agreement by the parties constitutes their mutual recognition that no other contracts or agreements regarding any of the services to be provided herein, oral or written, except as attached hereto or specifically incorporated herein, exists between them, and that if such oral or written contracts or agreements exist, such are hereby cancelled. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding not reduced to writing and incorporated in this Agreement prior to the execution thereof or not reduced to writing and incorporated in written amendments to this Agreement.

ARTICLE 37. DEBARMENT AND SUSPENSION

- 37.1 CRIPE certifies, by entering into this Agreement, that neither it nor its principals are

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CRIPE.

- 37.2 CRIPE shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 37.3 CRIPE shall provide immediate written notice to OWNER if, at any time after entering into this Agreement, CRIPE learns that its certifications were erroneous when submitted, or CRIPE is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

ARTICLE 38. E-VERIFY PROGRAM

Pursuant to IC 22-5-1.7, CRIPE shall enroll in and verify the work eligibility status of all newly hired employees of CRIPE through the E-Verify Program (“Program”). CRIPE is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- A. CRIPE and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CRIPE or its subcontractor subsequently learns is an unauthorized alien. If CRIPE violates this Article, OWNER shall require CRIPE to remedy the violation not later than thirty (30) days after OWNER notifies CRIPE. If CRIPE fails to remedy the violation within the thirty (30) day period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CRIPE shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CRIPE did not knowingly employ an unauthorized alien if CRIPE verified the work eligibility status of the employee through the Program.
- B. If CRIPE employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

- C. CRIPE shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CRIPE shall maintain on file a certification from each subcontractor throughout the duration of the contract. If CRIPE determines that a subcontractor is in violation of this Article, CRIPE may terminate its contract with the subcontractor for such violation
- D. Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming CRIPE's enrollment in the Program, unless the Program no longer exists, shall be filed with OWNER prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with OWNER

ARTICLE 39. ADDITIONAL INFORMATION UPON REQUEST

CRIPE shall, upon request of OWNER, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

ARTICLE 40. WAGE THEFT/PAYROLL FRAUD

CRIPE shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against CRIPE or its subcontractors to the OWNER within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against CRIPE with respect to services provided to OWNER, OWNER may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies. CRIPE shall provide a sworn statement on whether CRIPE had any adverse determinations rendered against CRIPE within the preceding three (3) years.

ARTICLE 41. FORCE MAJEURE

41.1 DEFINITION OF FORCE MAJEURE

Within this Agreement, an event of Force Majeure means an event beyond the control of the CRIPE and the OWNER, which prevents a party from complying with any of its obligations under this Agreement, including the following:

- 41.1.1 An act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- 41.1.2 War, hostilities (whether war be declared or not), invasion, active foreign enemies, mobilization, requisition or embargo;

- 41.1.3 Rebellion, revolution, insurrection, or military or usurped power, or Civil War;
 - 41.1.4 Riot, commotion, strikes, lockouts or disorder, unless civilly restricted to employees of the Cripes or his subcontractors or vendors;
 - 41.1.5 Acts or threats of terrorism.
- 41.2 Consequences of Force Majeure Event
- 41.2.1 Neither the OWNER nor CRIPE shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
 - 41.2.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of and Event of Force Majeure upon it being perceived by or becoming known to the Affected Party.
 - 41.2.3 If, and to the extent that, the CRIPE is prevented from executing the services contemplated by the Agreement, by the Event of Force Majeure, while the CRIPE is so prevented, the CRIPE shall be relieved of its obligations to provide the effective service, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practical [and in accordance with Good Operating Practices], provided that if and to the extent the Cripe occurs additional expense in doing so, the Cripe shall be entitled to the amount of such increase cost [cost being defined as having no profit component] and the Cripe having taken reasonable steps to mitigate the additional cost.
 - 41.2.4 If, and to the extent that, the CRIPE suffers a delay in providing the services set forth in this Agreement as a result of the Event of Force Majeure then CRIPE shall be entitled to an extension for the time of completion as deemed appropriate by OWNER.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CRIPE

OWNER

GREENFIELD BOARD OF PUBLIC
AND SAFETY

By:  
Digitally signed by Michael Grubb
DN: C=US, E=mgrubb@cripe.biz,
O=Cripe, CN=Michael Grubb
Date: 2025.06.06 08:55:10-04'00'

Printed: Michael Grubb, AIA, LEED AP BD+C

Title: Chief Operating Officer

Date: 6/06/2025

Mayor Guy Titus

Katherine Locke

Larry Breese

Brent Robertson

Glenna Shelby

“ATTACHMENT A”

Appended to this Agreement

"ATTACHMENT B"

KEY STAFF AND SUBCONSULTANT OF CRIPE

CRIPE shall provide architectural staff drawn from its Architectural Department with skillsets appropriate to the task at hand. Current staff includes four (4) registered architects and eight (8) degreed architectural staff with between 3 and 30 years of experience.

CRIPE has engaged FRP Engineers as a subconsultant to follow the structural portions of the project.

"ATTACHMENT C"

KEY STAFF OF OWNER

City of Greenfield
Department of Crispeing
10 S. State Street
Greenfield, Indiana 46140

Glen Morrow, City Engineer - (317) 477-4320

"ATTACHMENT D"

SCHEDULE

The anticipated schedule for the project is shown below:

<u>Phase</u>	<u>Phase Start</u>	<u>Phase End</u>
Design	July 2025	January 2026
Construction	January 2026	February 2027

This Agreement shall expire June 30, 2027.

"ATTACHMENT E"

MEDIATION PROCESS

1. Purpose of Mediation. This clause provides for the use of Mediation as an alternative means of resolving disputes which may arise under this Agreement. Mediation allows parties to make an educated assessment of their respective cases, and then engage in a negotiated settlement discussion. Such a procedure can save both parties valuable time, resources, and legal costs. Should Mediation be utilized, a Mediation Agreement shall be drafted and adopted which will set forth the governing procedures and terms.
2. When to Invoke Mediation. If a dispute arises under the Agreement, either party may invoke this Mediation clause which will compel participation in Mediation for the purpose of resolving the dispute, provided all of the following conditions have been fulfilled:
 - a. The amount in controversy exceeds **Ten Thousand and 00/100 Dollars (\$10,000.00)**, or other such amount as may be agreed to by the parties in writing, such amount having been determined by both parties as being the minimum disputed claim to justify use of the Mediation procedure;
 - b. Personnel from each party who were directly involved in the dispute at the operational level met and discussed the claim in good faith, but were unable to resolve the matter. The personnel of each party shall prepare and forward to the persons identified in the subparagraph 2(c) memorandum detailing the areas of dispute, why impasse was reached and that it is beyond their ability to resolve the dispute;
 - c. After complying with the subparagraph above, personnel from each party at a higher management level who were not directly involved in the dispute met and discussed the claim in good faith, but were unable to resolve the matter. The personnel of each party shall prepare and forward to the persons identified in paragraph 3 a memorandum detailing the areas of dispute, why impasse was reached and that it is beyond their ability to resolve the dispute; and
 - d. Written notice was given to the other party stating that the above subparagraphs were complied with, and that the Mediation procedure is being invoked for the purpose of resolving the dispute.
3. Notice of Mediation. Notice of Mediation shall identify the dispute at issue and designate an executive officer or other management official who will represent the party at the proceeding. The designated official must possess the authority to settle the matter and have not been involved in the underlying facts in dispute.

4. Response to Notice of Mediation. Within ten (10) business days, the other party shall designate an appropriate official with authority to settle the dispute who will be its representative at the Mediation.
5. Scheduling. No later than thirty (30) days from the date of the notice of the Mediation, the parties' designated representatives and/or their attorneys shall meet to discuss the following:
 - a. Settlement status of the dispute;
 - b. Schedule by which drafts of a Mediation Agreement are to be submitted, and a date by which the Mediation Agreement will be finalized;
 - c. Schedule for Mediation discovery and other preparatory matters the parties deem necessary;
 - d. Whether a neutral advisor shall be employed in the Mediation and, if so, by what means he shall be selected; and
 - e. Time, place, and schedule of the Mediation.

The Mediation Agreement will be finalized and executed by both parties no later than sixty (60) days after the notice of the Mediation. The Mediation will be held within one hundred twenty (120) days after the notice of the Mediation unless extended by mutual consent of the parties.

6. Mediation as Condition Precedent to Arbitration or Litigation. Submission of a dispute under this Agreement to a Mediation procedure shall be a condition precedent to filing arbitration or litigation on any dispute exceeding the amount specified above. Failure to comply with this condition precedent shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and constitute a breach of this clause.
7. Refusal to Participate in Mediation. Refusal of a party to participate in mediation in good faith shall not be established unless:
 - a. All of the specified conditions set forth in paragraph 2 herein have been fulfilled;
 - b. Thirty (30) days have lapsed since initial written notice of the Mediation was given without an affirmative response; and
 - c. Refusal to participate in the Mediation shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and constitutes a breach of this clause.

8. Filing Arbitration or Litigation. No litigation or arbitration or any other binding action shall be initiated by either party unless:
- a. The amount in controversy is less than or equal to the amount specified paragraph 2 above;
 - b. Despite compliance with this Mediation clause, one party is deemed to have refused (paragraph 7 above) to participate in the Mediation;
 - c. Both parties agree in writing that they intend not to implement the Mediation for the particular dispute in question;
 - d. The Mediation procedure has been completed and thirty (30) days have elapsed since the actual Mediation; or
 - e. Litigation must be filed before the Mediation to comply with the Statute of Limitations on a disputed issue.
9. Dismissal/Stay of Litigation. If one party has filed litigation on a dispute which is otherwise covered by this Mediation clause and which does not meet the exceptions set forth in paragraph 8 herein, the other party may properly seek to dismiss the litigation at its discretion for the purpose of conducting the Mediation as a condition precedent to litigation. If litigation was filed for the purpose set forth in subparagraph 8(e) herein, the filing party shall seek a stay for the purpose of conducting a Mediation. The stay provided for in this Paragraph shall continue for a period of thirty (30) days after completion of the Mediation. The purpose of this thirty (30) day period is to permit the parties full opportunity to discuss settlement.

"ATTACHMENT F"

INFORMATION PROVIDED BY OWNER TO CRIPE

1. Information to include:
 - a. Project Design Documents
 - b. Project Contract Documents
 - c. Project Team Information: Contact names, addresses, firms, telephone and email addresses.

ATTACHMENT "G"

COMPENSATION TO CRIPE: See "ATTACHMENT A"



Solutions by Design Since 1937

Telephone 317.844.6777

3939 Priority Way South Drive, Suite 200, Indianapolis, Indiana 46240

www.cripe.biz

ATTACHMENT A

June 2, 2025

Rev. June 5, 2025

Mr. Glen E. Morrow, P.E.
City of Greenfield
10 S. State St.
Greenfield, Indiana 46140
Via email

PROPOSAL FOR OWNER'S REPRESENTATIVE SUPPORT ON THE PROPOSED DOWNTOWN PARKING GARAGE, GREENFIELD, INDIANA

Dear Mr. Morrow:

Paul I. Cripe, Inc. dba Cripe wants to thank you for the opportunity to submit this proposal for professional services for the above referenced project ("Project"). We look forward to working with you and the City of Greenfield.

To that extent, we have reviewed the Project and have attempted to anticipate the necessary scope of services required to provide professional design services.

SCOPE OF SERVICES

Based upon information provided by you via email and subsequent conversations with our team, Cripe understands the current scope of services to be as follows:

Provide Owner's Representative services during the design and construction phases of the proposed Downtown Greenfield Parking Garage.

DETAILED SCOPE OF SERVICES



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- Review and comment on the evolving project design documents at each major phase milestone. Construction Documents will be reviewed at 50% and 80% completion.
- Review and comment on information relevant to the project including, but not limited to, design concepts, detailing, constructability.
- Provide feedback to the Owner and Design Team regarding architectural, structural, MEP and site disciplines.
- Review proposed schedule, structural systems, construction feasibility, project budget as provided by the Design Team.
- Attend Prebid conferences if applicable.
- Participate in Owner/Architect/Contractor progress meetings during construction.
- Provide bi-weekly construction progress visits and field observation reports.
- Identify deviations from the Contract Documents.

SCHEDULE

- Upon written notice to proceed or receipt of a signed agreement:
 - 4 Months Review of design documents.
 - 6 Weeks Bidding: Provide support as required.
 - 12 Months Follow Construction activity

PROPOSAL FEE

Our hourly not to exceed fee to complete the above-described scope of services is as follows:

Owner's Representative Services:.....\$292,000.00

Hourly rates for Cripe and our Consultant's personnel are attached to this proposal letter.

Costs for advances and other reimbursable expenses including but not limited to, reproductions, photography and mileage are extra to the fees stated above and will be invoiced under a separate line item. We anticipate reimbursables to be in a range between \$1,500.00 to \$2,500.00.



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This proposal is valid for sixty (60) days following submittal.

Thank you for the opportunity to submit this proposal, and we look forward to working with you. I will follow up with you regarding this proposal letter; however, if you have any questions, please do not hesitate to contact me at 317-844-6777.

Sincerely,

CRIPE

Sam F. Miller, AIA, LEED® AP
Director | Architecture

C: File, Frank Hindes, Mike Grubb, File



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2025 Standard Hourly Rates

Principal	\$246.00
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Architecture

Director	\$240.00
Senior Project Manager	\$236.00
Project Architect	\$201.00
Senior Design Associate	\$178.00
Design Associate I	\$147.00

Equipment Planning

Director	\$237.00
Project Manager	\$207.00
Design Associate	\$150.00

Engineering

Director	\$235.00
Project Specific Project Manager	\$225.00
Senior Project Manager	\$220.00
Senior Design Engineer	\$185.00
Senior Design Associate	\$180.00
Design Associate II	\$145.00
Design Associate I	\$140.00
CAD Designer	\$162.00

Survey – Office

Director	\$210.00
Senior Project Surveyor	\$171.00
Project Surveyor	\$161.00
Senior Construction Calcs	\$156.00
CAD/Calc Associate	\$138.00
Survey Field Manager	\$138.00

Survey – Field

One Man Field Crew	\$170.00
Two Man Field Crew	\$212.00
Three Man Field Crew	\$256.00
3D Scanning/Drone Services	\$170.00

Senior Permit Specialist	\$135.00
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Administrative	\$110.00
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2025

FEE SCHEDULE

HOURLY RATES

Professional hourly rates, which include in-town travel expenses, in-house reproductions, overhead and profit, are based on the following classifications:

Principal	\$300.00
Senior Project Manager	\$280.00
Project Manager	\$235.00
Project Engineer	\$205.00
Senior BIM Designer	\$195.00
Staff Engineer	\$175.00
BIM Designer	\$150.00
Project Administrator	\$125.00
Administrative Assistant	\$100.00

REIMBURSABLE EXPENSES

Proposals or Agreements normally specify certain out-of-pocket expenses are reimbursable. This includes printing progress sets and submittals. The following are in addition to Contract Amount, and are to be reimbursed as follows:

Out-of-town automobile travel.....	\$0.70/Mile
Airfare, meals, lodging & car rental.....	Cost Plus 5%
Printing and reproductions by outside service	Cost Plus 5%
Special deliveries.....	Cost Plus 5%
Filing Fees for: permits.....	at Cost
: variances/reviews.....	at Cost
: recording.....	at Cost

Charges made by outside consultants (previously approved by client) are billed at actual invoices + 10 percent.

If enacted, State or Federal sales tax on professional design services shall be billed at actual rates.

Note: This fee schedule shall apply for work performed during the year 2025.