

TIPPECANOE COUNTY, INDIANA

County Road 250 East (Concord Rd) and County Road 430 South  
Intersection Improvement Project

FEE JUSTIFICATION

BEAM, LONGEST AND NEFF, L.L.C.  
8320 Craig Street  
Indianapolis, Indiana 46250  
317-849-5832  
(FAX) 317-841-4280

April 2023



## **SCOPE OF WORK**

County Road 250 East (Concord Rd) and County Road 430 South  
Intersection Improvement Project

### **DESIGN SURVEY**

**General Requirements:** BLN will perform the field work as required for the route survey, determine the existing right-of-way and apparent property lines.

**Project Limits and Survey Coverage:** The anticipated survey limits are listed below:

#### Concord Drive

- Begin 500 feet south of C.R. 430 South and proceed north for 1,000 feet, 75 feet (150 feet total width) on each side of the centerline.

#### County Road 430 South

- Begin at the intersection of Concord Road and C.R. 430 South and proceed for 500 feet, 50 feet (100 feet total width) on each side of the centerline.

#### Utility Survey

- A second trip to locate marked utilities is needed after the project's utility coordination begins.

#### Assumptions

- Utilities will be marked by 811 Indiana Underground

### **ROAD PLAN DEVELOPMENT**

**Road Design:** The project will be designed to INDOT Standards and according to the elements of the IDM. The existing roadway and drainage network will be utilized. The proposed project will include:

- Plans for the installation of a traffic signal with span, cantenary and tether supports using INDOT Standards.
- The signal will provide a standard three-section indication for the northbound and eastbound movements and a four-section flashing yellow indication for the southbound movement. (The signal is for a three way intersection.)
- The signal will be actuated with loops and standard supporting infrastructure.
- Resurfacing for the project limits of the project.
- Signage and pavement marking plans.
- Maintenance of Traffic Plans

It is anticipated the following submittals will be made:

- Stage 1



- Preliminary Field Check
- Final Tracings

**Maintenance of Traffic:** A maintenance of traffic plan will be developed for the project.

## **SIGNAL PLAN DEVELOPMENT**

**Signal Design:** BLN will design a new traffic signal at the intersection of CR 250 East and CR 430 South. The signal will be designed to INDOT Standards as a span, catenary, and tether. BLN will also complete two (2) 24 Hour traffic counts for proposed timings and turn lane analysis.

## **GEOTECHNICAL**

**Geotechnical:** See attached sub consultant proposal for detailed scope of work.

## **UTILITY COORDINATION**

**Utility Coordination:** BLN will provide the coordination necessary to prepare documents for utility relocations. It is assumed that utilities will be impacted by the project (no reimbursements are anticipated) and utility coordination during construction will not be required.

## **MEETINGS**

**Meetings:** BLN will meet with the County when requested or necessary for consultation or conference. It is assumed that three (3) client coordination meetings will be required during the duration of the Project.

## **BIDDING PHASE SERVICES**

**Bidding Phase Services:** BLN will furnish personnel to assist the County during the bidding phase of the Project. The anticipated services are as follows:

- Assist the OWNER in bid advertising
- Send out plans and specifications to bidders
- Prepare and distribute addenda
- Assist with bidder's questions
- Conduct a pre-bid meeting
- Attend the bid opening

## **CONSTRUCTION OBSERVATION**

**Construction Observation:** BLN will furnish a part time Resident Project Representative (RPR) and other staff to assist in observing the performance of the work of the contractor. It is anticipated that approximately two (2) days per week will be spent at the site for the duration of the four (4) month construction period.



**FEE SUMMARY**

TIPPECANOE COUNTY, INDIANA

County Road 250 East (Concord Rd) and County Road 430 South  
Intersection Improvement Project

• Survey	\$ 28,700.00
• Road Design	\$ 88,800.00
• Signal Design	\$ 19,500.00
• Geotechnical (Actual Cost + 10%)	\$ 13,200.00
• Utility Coordination	\$ 14,700.00
• Meetings	\$ 6,000.00
• Bidding Phase Services	\$ 8,000.00
• Construction Observation	<u>\$ 51,700.00</u>
Total	\$230,600.00

CONTRACT FOR  
ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Tippecanoe County, Indiana, acting by and through its Board of County Commissioners (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER desires to contract for the professional services hereinafter described (the "Services"), in relation to the following described project (the "Project"):

County Road 250 East (Concord Rd) and County Road 430 South  
Intersection Improvement Project  
Tippecanoe County, Indiana

WHEREAS, the CONSULTANT is qualified and prepared to perform the Services required in said work and they agree to perform the Services under the terms and conditions herein set forth; and,

WHEREAS, said funds are available for the Services; and,

WHEREAS, the OWNER is authorized to enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the OWNER does hereby employ the CONSULTANT to perform the Services specified herein and agrees to pay for the Services the amounts hereinafter specified; and the CONSULTANT agrees to perform the Services as are herein enumerated.

**SECTION I. SERVICES BY CONSULTANT**

The Services to be provided by the CONSULTANT under this Agreement are as set forth in Appendix "A", which is attached to this Agreement and made an integral part hereof.

**SECTION II. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The information and services to be furnished by the OWNER under this Agreement are as set forth in Appendix "B", which is attached to this Agreement and made an integral part hereof.

SECTION III. NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the Services to be performed under this Agreement upon receipt of a Notice to Proceed from the OWNER as set forth in Appendix "C", which is attached to this Agreement and made an integral part hereof.

SECTION IV. COMPENSATION

The CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and made an integral part hereof.

SECTION V. GENERAL PROVISIONS

The Standard Terms and Conditions for this Agreement are as set forth in Appendix "E", which is attached to this Agreement and made an integral part hereof.

SECTION VI. E-VERIFY AFFIDAVIT

The E-Verify Affidavit for this Agreement is as set forth in Appendix "F", which is attached to this Agreement and made an integral part hereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

CONSULTANT:  
BEAM, LONGEST AND NEFF, L.L.C.

OWNER:  
BOARD OF COUNTY COMMISSIONERS  
TIPPECANOE COUNTY, INDIANA

\_\_\_\_\_  
(President)

\_\_\_\_\_  
Tracy Brown, President

\_\_\_\_\_  
Thomas Murtaugh, Vice President

\_\_\_\_\_  
David Byers, Member

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

Jennifer Weston, Auditor

## APPENDIX "A"

### Services by Consultant

The CONSULTANT's understanding of the Project is as follows:

This project consists of the installation of a new traffic signal, new signage and pavement markings, and the resurfacing of CR 250 East and CR 430 South. It is expected that the project will could involve minor drainage and clear zone improvements.

It is anticipated the Project will include the following:

- Plans for the installation of a traffic signal with span, cantenary and tether supports using INDOT Standards.
- The signal will provide a standard three-section indication for the northbound and eastbound movements and a four-section flashing yellow indication for the southbound movement. (The signal is for a three way intersection).
- The signal will be actuated with loops and standard supporting infrastructure.
- Resurfacing for the project limits of the project.
- Signage and pavement marking plans.
- Maintenance of Traffic Plans
- It is assumed no Construction Stormwater General Permit will be required.

The CONSULTANT shall provide the OWNER with the following Services:

1. Route Survey
  - 1.1 Perform the fieldwork for the route survey.
  - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
2. Design
  - 2.1 Make preliminary investigations, design studies leading to the preparation of preliminary roadway plans and approximate estimates of cost.
  - 2.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.
  - 2.3 Furnish properly referenced horizontal and vertical control points throughout the Project.
  - 2.4 Furnish a determination of all required right-of-way and to show same on plans.
3. Soils Investigation and Report
  - 3.1 Obtain the borings and substructure explorations, and the analysis thereof, in connection with the Project.
  - 3.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.

4. Construction Bidding Phase

4.1 Furnish the personnel to complete the following tasks:

- 4.1.1 Assist the OWNER in bid advertising
- 4.1.2 Send out plans and specification to bidders
- 4.1.3 Prepare and distribute addenda
- 4.1.4 Assist with bidder's questions
- 4.1.5 Attend the bid opening
- 4.1.6 Tabulate the bid results
- 4.1.7 Attend the pre-constriction conference

5. General

- 5.1 Coordinate with utilities and prepare utility reimbursement agreements (if necessary). It is assumed that utility coordination during construction will not be required.
- 5.2 Meet with the OWNER or its representatives, when requested or necessary for consultation or conference. It is anticipated that approximately three (3) client coordination meetings will be required during the duration of the Project.

6. Part-Time Construction Observation

- 6.1 Furnish a part-time Resident Project Representative (RPR) and other staff to assist in observing the performance of the work of the contractor. The duties, responsibilities and limitations of authority of the part-time RPR are as set forth in Attachment A-1, which is attached hereto and made an integral part hereof. It is anticipated that approximately two (2) days per week will be spent at the site for the duration of the four-month construction period.



## ATTACHMENT A-1

### Duties, Responsibilities and Limitations of Authority Of Part-Time Resident Project Representative

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The CONSULTANT shall furnish a part-time Resident Project Representative ("RPR"), assistants and other field staff to assist the CONSULTANT in observing progress and quality of the work of the Contractor.

Through part-time on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor. However, the CONSULTANT shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the CONSULTANT in the CONSULTANT'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

#### A. General

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the CONSULTANT and Contractor, keeping the OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the CONSULTANT.

#### B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*
  - a. Serve as the CONSULTANT'S liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CONSULTANT in serving as the OWNER'S liaison with the Contractor when the Contractor's operations affect the OWNER'S on-site operations.
  - b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:* Record date of receipt of Shop Drawings and Samples.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
  - a. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to the CONSULTANT whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
6. *Interpretation of Contract Documents:* Report to the CONSULTANT when clarification and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CONSULTANT.
7. *Modifications:* Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the CONSULTANT. Transmit to the Contractor in writing the decision as issued by the CONSULTANT.
8. *Reports:*
  - a. Furnish to the CONSULTANT periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor and recommend to the

CONSULTANT Change Orders, Work Change Directives, and Field Orders.

- c. Report immediately to the CONSULTANT and the OWNER the occurrence of any accident.

9. *Completion:*

- a. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
- b. Observe whether the Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.

**C. Limitations of Authority by RPR**

The Resident Project Representative

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CONSULTANT.
- 2. Shall not exceed limitations of the CONSULTANT'S authority as set forth in the Agreement or the Contract Documents.
- 3. Shall not undertake any of the responsibilities of the Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
- 7. Shall not authorize the OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

## **APPENDIX "B"**

### **Information and Services to be Furnished by Owner**

The OWNER shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the Services under the Agreement.
2. All legal services as may be required for the development of the Project.
3. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
4. Utility plans available to the OWNER covering utility facilities, the location of signals and underground conduits throughout the affected areas.
5. Plans of existing structures within the Project limits, if available.
6. Provide access, at no expense to the CONSULTANT, to OWNER'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
7. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

## **APPENDIX "C"**

### **Notice to Proceed and Schedule**

Unless otherwise directed by the OWNER, the execution of this Agreement shall constitute a notice to proceed with the Services as set forth in Appendix "A".

## APPENDIX "D"

### Compensation

The OWNER shall compensate the CONSULTANT for the Services performed under this Agreement as follows:

1. Compensate the CONSULTANT for the Services under Appendix "A", Items 1, 2 and 4, a lump sum amount in accordance with the following schedule. The CONSULTANT is to be compensated monthly, based upon percent complete.

a.	Appendix "A", Item 1 (Survey)	\$28,700.00
b.	Appendix "A", Item 2 (Design)	\$88,800.00
c.	Appendix "A", Item 2 (Signal Design)	\$19,500.00
d.	Appendix "A", Item 4 (Bidding Phase Services)	\$ 8,000.00
2. Compensate the CONSULTANT for the Services under Appendix "A", Item 3 (Soils Investigation and Report), on the basis of actual cost plus 10% with a not to exceed limit of thirteen thousand two hundred dollars (\$13,200.00). The CONSULTANT is to be compensated monthly.
3. Compensate the CONSULTANT for the Services under Appendix "A", Item 5, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of twenty thousand seven hundred dollars (\$20,700.00). The CONSULTANT is to be compensated monthly.
4. Compensate the CONSULTANT for the Services under Appendix "A", Item 6 (Part-Time Construction Observation), on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%) with a not to exceed limit of fifty one thousand seven hundred dollars (\$51,700.00). The CONSULTANT is to be compensated monthly.
5. Compensate the CONSULTANT for contract administration and for additional services as requested in writing by the OWNER, on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
6. Compensate the CONSULTANT for any Post Design Services provided on behalf of the OWNER on an hourly basis by classification, as set forth in Attachment "D-1", which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). Post Design Services include but are not limited to inquiries from contractors, other consultants, other agencies and shop drawing review. Post Design Services also include any additional submissions of final tracings not due to the fault of the CONSULTANT.
7. The fee schedule in Appendix "D" shall be renegotiated should the Project experience excessive delays, through no fault of the CONSULTANT, that extend the project design completion beyond 24 months from notice-to-proceed.

**ATTACHMENT "D-1"**

**Classifications and Billing Rates**

**Year 2022/2023**

<u>Classification</u>	<u>Hourly Rate</u>
Office Manager	\$300.00
Department Manager	300.00
Project Manager	240.00
Project Engineer	180.00
Engineer Intern	130.00
Senior Environmental Analyst	225.00
Environmental Analyst	115.00
Land Surveyor	195.00
Senior Project Coordinator	290.00
Project Coordinator	135.00
CAD Technician	130.00
Survey Technician	145.00
R/W Services Technician	135.00
RPR	135.00
Legal/Contracts	230.00
Office Intern	70.00
Administration	130.00

The Hourly Rates are subject to revision in July of each year.

## APPENDIX "E" Standard Terms and Conditions

**1. STANDARD OF CARE.** The standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of any opinion of construction costs as compared to contract bids or actual costs to OWNER.

**2. CHANGE OF SCOPE.** The Services set forth in this Agreement are based on the information provided by OWNER to CONSULTANT as of the date of execution of this Agreement. CONSULTANT will promptly notify OWNER of any changes in scope of the Services in writing and changes in Services after the date of this Agreement shall be the basis for modifications to times of performance and CONSULTANT's compensation.

**3. USE OF DOCUMENTS.** All documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies of documents prepared by CONSULTANT for information and reference in connection with use on the Project by OWNER. Such documents are not intended for use on extensions of the Project or on any other project. Any such use or modification without written verification or adaptation by CONSULTANT, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

**4. RELATIONSHIP WITH CONTRACTORS.** CONSULTANT may make recommendations to OWNER concerning actions relating to OWNER's contractors, but CONSULTANT shall not have authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by OWNER's contractors. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT's employees.

**5. DELAYS.** If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, Project shutdown, acts or omissions of OWNER or others for whom CONSULTANT is not responsible, Acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. If OWNER requests changes in the scope, extent, or character of the Services or the Project, the time of performance of the Services shall be adjusted equitably. If such schedule is changed through no fault of CONSULTANT, CONSULTANT's compensation shall be equitably adjusted.

**6. TERMINATION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. In the event of such termination, OWNER shall pay CONSULTANT for all Services properly rendered prior to termination, including profit and expenses relating thereto.

CONSULTANT or OWNER, for purpose of convenience, may at any time by written notice terminate the Services under this Agreement. In the event of such termination, OWNER shall pay CONSULTANT for all Services rendered prior to termination including profit and expenses relating thereto. In the event of such termination by OWNER, OWNER shall also pay CONSULTANT for any expenses of termination and the anticipated profit of the terminated Services.

**7. INSURANCE.** CONSULTANT will provide and maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with applicable law and CONSULTANT's business requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include CONSULTANT as an additional insured on its policies relating to the Project.

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

**9. LIMITATIONS OF LIABILITY.** No employees or agents of CONSULTANT shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement, except for personal injury or property damage which shall be limited to the extent of CONSULTANT insurance coverage. To the fullest extent permitted by law, and except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after the last day of the CONSULTANT's performance of the Services.

**10. CONSULTANT VERIFICATION.** The CONSULTANT is not required to check or verify OWNER-provided information or the technical adequacy or compliance of any portion of the Project designed by the OWNER's Consultants.

**11. LATE PAYMENTS.** If the OWNER fails to make any payment due the CONSULTANT within sixty (60) calendar days, the CONSULTANT shall be entitled to interest at the annual rate of twelve percent (12%) plus costs of collection and reasonable attorneys' fees. CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until CONSULTANT has been paid in full.

**12. MISCELLANEOUS.** The parties acknowledge this Agreement constitutes the entire and integrated Agreement between them. This Agreement, upon execution by both parties hereto, can be modified only by a written Instrument signed by both parties. The rights and obligations of this Agreement cannot be assigned by either party without the written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character. CONSULTANT and OWNER agree that the laws of the state where the Project is located shall govern this Agreement and any dispute involving this Agreement.

**13. E-VERIFY.** Pursuant to I.C. 22-5-1.7-11, the CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees through the "E-Verify" program. The CONSULTANT shall not verify the work eligibility of all newly hired employees if the "E-Verify" program no longer exists.

**14. NO INVESTMENT IN IRAN.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran.



**APPENDIX "F"**

**E-Verify Affidavit**

"The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its SUBCONSULTANTS, who perform work under this contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUBCONSULTANT.

The OWNER may terminate the Contract for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the Owner."

Beam, Longest and Neff, L.L.C.  
DocuSigned by: (Business Name)  
By: James B Longest  
B2B9532B2077470... (Signature)  
James B. Longest  
(Printed)  
President