

TASK ORDER NO. 3

STATEMENT OF WORK

SANITARY SEWER COLLECTION SYSTEM REHABILITATION DESIGN, BIDDING, CONSTRUCTION ADMINISTRATION, & CONSTRUCTION OBSERVATION SERVICES

TOWN OF LAPEL

This Statement of Work is executed as of the ____ day of _____, 2025 by and between the Town of Lapel ("Owner") and ms consultants, inc. ("Consultant"). Owner and Consultant agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Master Service Agreement for Basic Planning and Engineering Services between Owner and Consultant dated December 19, 2024 (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Description of Project. The Project which is covered by this Statement of Work is described as follows: **Sanitary Sewer Collection System Design, Bidding, Construction Administration and Construction Observation Services ("Services")**. See PER dated March 2024.
2. Consultant's Scope of Services. The Services to be performed by Consultant under this Statement of Work includes all of the following:

A. Compilation and Review of Existing Data and Reports

Numerous reports, drawings, and plans for individual projects have been developed in the past. Engineer will identify, collect, review, and assess all available reports. Additionally, Consultant will meet with Lapel and review all existing data as it pertains to the sanitary sewer system throughout the town. Consultant will evaluate televising reports. Other data may include sanitary sewer mapping, historical flow data, lift station pump times. The collection system includes approximately 26,000 feet of sewers in various sizes, materials and age.

B. Design Services

- a. Compile and review existing information including existing storm sewer, existing sanitary sewer, water main plans, regulatory permits, etc.
- b. Conduct field reconnaissance with Town staff reviewing all areas including but not limited to sewer collection system and trunkline storm sewer connections.
- c. Conduct field topographic survey data collection to determine existing field conditions and property line evidence.

- d. Development preliminary plans including conceptual development, exhibits and preliminary opinion of probable costs.
- e. Coordination with stakeholders (Town Staff, residents & regulatory agencies) for development of contract documents.
- f. Prepare design drawings and specifications for public bidding of the Project.
- g. Prepare and submit regulatory permits as required by the local, state and federal authorities (permitting fees to be paid by Lapel).

1. Bidding or Negotiating Phase:

After acceptance by Owner and funding agency of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

- a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
- d. Consult with Owner as to the qualifications of prospective contractors.
- e. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
- f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
- g. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
- h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- i. Follow all funding agency regulations in bidding, review and award.

2. Construction Phase:

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

- a. **General Administration of Construction Contract:**
Consult with Owner and funding agency to act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned by the Owner. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. **Pre-Construction Conference:**
Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. **Electronic Transmittal Protocols:**
If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- d. **Original Documents:**
If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- e. **Schedules:**
Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- f. **Baselines and Benchmarks:**
As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

g. Visits to Site and Observation of Construction:

In connection with observations of Contractor's Work while it is in progress:

I. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

II. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

h. Defective Work:

Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

- i. **Compatibility with Design Concept:**
If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- j. **Clarifications and Interpretations:**
Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- k. **Non-reviewable Matters:**
If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- l. **Field Orders:**
Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- m. **Change Orders and Work Change Directives:**
Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. **Differing Site Conditions:**
Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
- o. **Shop Drawings, Samples, and Other Submittals:**
Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such

reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

- p. **Substitutes and "Or-equal":**
Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- q. **Inspections and Tests:**
 - i. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - ii. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- r. **Change Proposals and Claims:**
 - i. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - ii. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- s. **Applications for Payment:**
Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- i. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- ii. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- t. Contractor's Completion Documents:
Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with

the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

- u. **Substantial Completion:**
Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- v. **Final Notice of Acceptability of the Work:**
Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- w. **Standards for Certain Construction-Phase Decisions:**
Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- x. **Duration of Construction Phase:**
The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- y. **Engineer shall provide part time construction observation services per the EJCDC construction bidding and contract documents for this Project. ENGINEER shall prepare and maintain at the job site orderly files of correspondence, meetings minutes, shop drawings, daily reports, Contract Documents including all**

addenda, change order and additional information pertinent to the project. Engineer shall keep a daily record of all construction activities and pay items that includes Contractor's personnel, equipment, hours worked, weather, visitors, decisions, general observations and test results. See attachment for the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative (RPR)

C. **Consultant's Deliverables:** As part of the Services to be performed by the Consultant, Consultant shall provide to Lapel the following deliverables:

- a. Bid Documents:
 - i. Final Plans for sanitary sewer cast-in-place-pipe lining, manhole raising/sealing and casting repairs/replacement.
 - ii. Technical Specifications for the Project
 - iii. Consultant's Opinion of Probable Construction Costs
- b. Record of Construction
 - i. Construction record documents including daily activity logs, pay applications, change orders, field orders, requests for information, etc.
 - ii. Record set of construction drawings reflective of field conditions.

4. Consultant's Schedule. Consultant shall perform the Services in accordance with the following time limits (if any):

Once the Owner delivers a fully signed Contract to the Consultant, the Consultant will start the design process and be complete in 120 days. The Bidding process will then commence expected to take 60 days with the Construction Period of approximately 180 days.

5. Contract Documents. The following Contract Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:

- A. This Statement of Work;
- B. The Master Agreement;

6. Method of Payment. Consultant shall be paid for performance of the Work related to the Project on the following basis:

Design Services	\$ 92,000 lump sum
Bidding Services	\$ 10,000 lump sum
Construction Administration	\$ 48,000 lump sum (180 days of construction)
Construction Observation	\$125/hour or \$50,000 Not-to-Exceed (Part-time basis)

7. Effective Date. The Effective Date for this Agreement shall be the date as stated at the top of the Task Order No. 3 to the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work to be effective as of the Effective Date listed on first page.

OWNER:

CONSULTANT:

Town of Lapel

ms consultants, inc.

By: _____

By: _____

Name: _____

Name: Daniel R. Cutshaw, P.E.

Title: _____

Title: Vice President – Indiana

ATTEST:

ATTEST:

Town of Lapel

ms consultants, inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

1.01 PROJECT REPRESENTATIVE

Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

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

1.02 GENERAL

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

1.03 DUTIES AND RESPONSIBILITIES OF RPR

- A. Conference and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- B. Liaison:
 - 1. Serve as Engineer's liaison with Contractor working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - 2. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

C. Shop Drawings and Samples:

1. Maintain file of Shop Drawings.
2. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

D. Review of Work, Rejection of Defective Work, Inspections and Tests:

1. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
2. Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to 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 Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing inspection or approval.
3. Verify that tests equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

E. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

F. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.

G. Records:

1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
2. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or change conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

3. Record names, addresses and telephone numbers of all Contractor's, subcontractors and major suppliers of materials and equipment.

H. Reports:

1. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule.
2. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
3. Report immediately to Engineer and Owner upon the occurrence of any accident.
4. Maintain file of Daily Reports of the job progress and conditions.

- I. Payment Request: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the Work.

- J. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

K. Completion:

1. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
2. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
3. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

1.04 LIMITATIONS OF AUTHORITY

Resident Project Representative:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- B. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

- D. 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.
- E. Shall not advise on, or issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- F. Shall not authorize Owner to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.