



SPENDING AUTHORIZATION FORM

Pursuant to Whitestown Ordinance No. 2024-08, all purchases over \$25,000 must be pre-approved by body having authority to approve claims.

Name of Requestor: Jaxon Forsythe Department: Collections

Total Amount Requested: \$141,968.00 Budget Line Number: _____

General Description of Purchase (Attach additional materials as appropriate):

Design + Bidding

Signature of Requestor: [Signature]

Clerk-Treasurer Office Verification:

Sufficient funds are available in the budget line numbers set forth above for the purchase amount requested above:

Signature of Clerk-Treasurer Designee: _____

Printed Name: Matthew Sumner

Board Approval:

On _____, the Town Council President of the Town of Whitestown approved the above requested spending authorization in an amount not to exceed \$ _____.

Signature of Board President or Secretary

*All payments must follow applicable claims approval procedures.

**Requestor is responsible for ensuring any applicable bidding procedures (statute and/or ordinance) are followed.

ATTACHMENT C – STATEMENT OF WORK
LEGACY CORE LIFT STATION FORCEMAIN REROUTE
TOWN OF WHITESTOWN, INDIANA

This Statement of Work is executed as of the _____ day of _____, 2025 by and between the Town of Whitestown ("Whitestown") and ms consultants, inc. ("Contractor"). Whitestown and Contractor agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Uniform Contract for Services for General Engineering Services between Whitestown and Contractor dated March 5, 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:

New 16-inch force main (approx. 4,800 LF) from the existing Legacy Core Lift Station near the existing street department garage to discharge to a 24-inch gravity sewer that is along Albert. S. White Dr. The purpose of this project is to reroute flow from the Legacy Core Lift Station so that it pumps to Main Street Regional Lift Station sewershed instead of Walker Farms Lift Station.

2. Contractor's Scope of Services. The Services to be performed by Contractor under this Statement of Work includes all of the following: Contractor will provide design, bidding, construction administration, and construction observation services that include:

Design Services

- 1) Administrative and Project Management
- 2) Coordination with Whitestown, site design visits and review of existing drawings
- 3) Field survey for new forcemain (16-inch) of approximately 4,800 feet.
- 4) Coordination with all utilities
- 5) Preparation of construction drawings for bidding purposes - Submission of 75% plans, review with Whitestown and Final Plan submission
- 6) Preparation of all permit submittals
- 7) Preparation of Project Manual for bidding purposes
- 8) Preparation of opinion of probable construction cost

Bidding Services:

- 1) Provide all documents for Bidding per Town Standards and Bid Advertisement
- 2) Attend and Facilitate PreBid Meeting and Provide Minutes for Addendum
- 3) Prepare and Distribute all Addenda
- 4) Distribute all documents to all Bidders
- 5) Assist the Whitestown in bid evaluations
- 6) Prepare contract documents

Construction Services:

- 1) General Administration
 - a. Consult with Owner and 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. The length of the construction contract shall be 4 months.
- 2) Attend and manage pre-construction meeting
- 3) Review shop drawings
- 4) Respond to all Contractor RFIs
- 5) Review and respond to all Change Order Requests
- 6) Attend and manage monthly progress meetings
- 7) Provide review and approval of Contractor pay claims
- 8) Conduct Substantial Completion walk through
- 9) Prepare Punch lists
- 10) Prepare record drawings

Construction Observation:

- 1) Engineer shall provide full 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 A for the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative (RPR).

3. Contractor's Deliverables. As part of the Services to be performed by Contractor, Contractor shall provide to Whitestown the following Deliverables:

- 1) Preparation of construction drawings for bidding purposes that include:
 - a. Cover Sheet
 - b. Index / General Notes Sheet
 - c. Survey Control
 - d. Forcemain Plan & Profile Sheets
 - e. Erosion Control Sheets
 - f. Details
 - 2) Project Manual
 - 3) Preparation of opinion of probable construction cost
 - 4) Preparation of construction contract documents
 - 5) Applicable reports during construction
 - 6) Final record drawings and digital GIS submission
4. Contractor's Schedule. Contractor shall perform the Services in accordance with the attached Schedule for the Services or in accordance with the following time limits (if any):
- | | |
|-----------------------|---|
| 75% Submission | within 120 days of NTP |
| 100% Submission | within 30 days of review |
| Bidding | 30 days following 100% |
| Construction schedule | Assume 120 days of Construction Observation |
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. Contractor shall be paid for satisfactory performance of the Work related to the Project on the following basis:
- Design Services and Bidding Services
 - (Lump Sum) amount of: **\$141,968.00**
 - Construction Services and Construction Observation
 - (Hourly, NTE) amount of: **\$178,630.00**
- 7) Effective Date. The Effective Date for this Agreement shall be the date as stated at the top of this Attachment C.

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

WHITESTOWN:

Town of Whitestown

By: _____

Name: _____

Title: _____

CONTRACTOR:

ms consultants, inc.

By: 

Name: Daniel R. Cutshaw, P.E.

Title: Vice President - Indiana

ATTACHMENT A

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

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:
 - I. 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.