

STATE OF INDIANA  
STANDARD CONTRACT FOR DESIGN OF PUBLIC WORKS PROJECT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between State of Indiana, acting by and through the Director, Public Works Division, Department of Administration, (“the Owner”), and \_\_\_\_\_ (the “Designer”) is a Public Works Contract governed by IC 4-13.6, *et. seq.*

Whereas the Owner intends to undertake a capital improvement project to be entitled:

for: \_\_\_\_\_ (the “Using Agency”),

and located on a site designated as:

\_\_\_\_\_ (the “Project Site”); and

Whereas the Director has accepted the Project under Indiana Code 4-13.6-3-2(8), and has determined the total costs of the Project shall not exceed funds available, in any event not to exceed the current funding of \_\_\_\_\_ unless authorized by Director

and has determined a fee not to exceed: \_\_\_\_\_ for BASIC DESIGN SERVICES for the Project.

NOW, THEREFORE, THE OWNER AND THE DESIGNER, pursuant to the following terms and conditions, and in consideration for those mutual undertakings and covenants, agree as follows:

ARTICLE 1. THE DESIGNER AGREES TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT UNDER THE DIRECTION OF:

WHO SHALL CERTIFY THE WORK AS THE DESIGNER OF RECORD.

ARTICLE 2. THE OWNER AGREES TO COMPENSATE THE DESIGNER AS FOLLOWS:

- 2.1 For Basic Design Services, the firm fee as set out above;
- 2.2 For Additional Services, the amount set forth in Articles 4 and 22, below;
- 2.3 For Direct and/or Reimbursable Expense, the amount set forth in Article 7, below;
- 2.4 For Basic Design Services performed prior to receipt of written notice from the Owner of abandonment of the Project, an agreed to percentage of the firm fee commensurate with percentage of Basic Design Services completed;
- 2.5 For Design Services required by Owner to change any previously-approved scope of the Project, an amount agreed to previous to executing changes.

ARTICLE 3. BASIC DESIGN SERVICES. The Designer shall refer to the *Public Works Designer Manual*, previously furnished to the Designer and incorporated fully herein by reference, for additional detail on the services described in this Article 3.

3.1 SCHEMATIC DESIGN PHASE

After receipt of fully executed contract, the Designer shall perform the following work.

- 3.1.1 The Designer shall consult with the Director and the Using Agency to ascertain the requirements of the Project based on the Legislature's approved Project description and understandings between the Using Agency, the Director and the Designer. Such requirements shall be reduced to a written program by the Designer and approved by the Director before authorization to proceed with Schematic Design Phase.
- 3.1.2 Based on the program requirements, the Designer shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationships of program components for presentation to, and review and approval by, the Director.
- 3.1.3 The Designer shall be responsible for obtaining sufficient information to properly design the Project and shall be responsible for field verification of information.
- 3.1.4 The Designer shall provide a good faith estimate of probable construction costs for Director review and approval.
- 3.1.5 On the first day of each month the Designer shall furnish to Public Works Division duplicate copies of the Monthly Planning Report (DAPW 2/State Form 21246) covering the progress of the professional services, and shall make note of any changes in the latest estimate of probable construction costs.

3.2 DESIGN DEVELOPMENT PHASE

After authorization from Director to undertake the Design Development Phase, the Designer shall perform the following work.

- 3.2.1 The Designer shall prepare, from the approved Schematic Design Studies, the Design Development Documents consisting of plans, sections, elevations and other drawings, and outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, types of structure, mechanical, electrical systems and such other work as may be required.
- 3.2.2 The Designer shall provide a good faith estimate of probable construction costs with design development plans and outline specifications for Director review and approval.
- 3.2.3 On the first day of each month the Designer shall furnish to Public Works Division duplicate copies of the Monthly Planning Report (DAPW 2/State Form 21246) covering the progress of the professional services and shall make note of any changes in the latest estimate of probable construction costs.

3.3 CONSTRUCTION DOCUMENTS PHASE

After authorization from Director to undertake the Construction Documents Phase, the Designer shall perform the following work.

- 3.3.1 The Designer shall prepare, from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the work required for the architectural, structural, mechanical, electrical, civil, service-connected equipment, and site work, and the necessary bidding information. The Designer shall include all required State documents for bidding. Use of alternates shall have prior approval of the Director.
- 3.3.2 The Designer shall advise Public Works Division, Project Manager of any adjustments to previous good faith estimates of probable construction costs, and of any variances indicated by approved changes in scope, requirements or market conditions.
- 3.3.3 The Designer shall be responsible for filing the required documents to secure, previous to bidding, approval of Indiana Department of Fire Prevention and Building Services, Indiana Board of Health, and all other governmental authorities having jurisdiction over the design of the Project.
- 3.3.4 Final plans, specifications and detailed good faith estimates of probable construction costs shall be approved in writing by the Using Agency and Director before bidding.
- 3.3.5 On the first day of each month the Designer shall furnish to Public Works Division, Project Manager duplicate copies of the Monthly Planning Report (DAPW 2/State Form 21246) covering the progress of the professional services and shall make note of any changes in the good faith estimate of probable construction costs.

#### 3.4 BIDDING PHASE

After authorization from Director to undertake bidding, the Designer shall perform the following services.

- 3.4.1 When a bid date is desired, Designer shall initiate the Notice to Bidders (DAPW 28/State Form 15891) and submit such to Public Works Division, Project Manager. The Project Manager shall establish and confirm the bid date and time and shall issue all notices and advertisements required by law.
- 3.4.2 The Designer shall actively solicit bids and notify contractors. Designer shall prepare, print, and distribute all copies of final contract documents, including addenda, as required by the Project Manager for the bidding phase.
- 3.4.3 The Designer shall supply sets of Project documents to each bidder who request same at a nominal cost, with no less than 80% refund for all plans returned to the Designer in usable condition within a reasonable time
- 3.4.4 The Designer shall schedule and conduct a pre-bid visit to the Project Site early in the bid period, and shall ascertain the need for any letters of clarification or addenda.
- 3.4.5 The Designer shall be present at bid opening(s).
- 3.4.6 The Designer shall make written recommendations of contractors, alternates and amounts for award of contracts.
- 3.4.7 In the event that the lowest bona fide bid exceeds the Designer's Construction Document Phase estimate, as approved by the Director, and is unacceptable to the Director, then the Designer shall, in cooperation with the Using Agency and the Director, and pursuant to 25 IND. ADMIN. CODE § 2-3-6, revise the Project scope and/or quality to meet the approved budget, rebid the Project and follow through to completion of the Project,

all at no additional cost to the Owner.

### 3.5 CONSTRUCTION PHASE

After authorization from the Director to undertake the Construction Phase the Designer shall proceed with general administration of the construction contracts, including the following services.

- 3.5.1 The Designer shall schedule and officiate at a pre-construction conference at the Project Site with prime contractors and a representative from Public Works Division. The Using Agency and Public Works Division shall be notified of all conference schedules. Five (5) sets of construction documents shall be distributed to all prime contractors.

Periodic progress meetings shall be held under direction of Designer and as provided by specifications. The Designer shall record, keep and distribute minutes of all meetings.

- 3.5.2 The Designer shall, upon Owner's request, be available for consultation on matters relating to claims and on matters relating to the execution and progress of the work as well as give assistance to the Owner on technical matters pertaining to interpretation of the contract documents. Designer shall promptly check and approve samples, schedules, shop drawings and other submittals for compliance with the information given by the contract documents, shall prepare change orders and shall collect all guarantees required of contractors or suppliers.

The Designer shall secure approval of the Public Works Division, Project Manager prior to any substitution of any material or equipment. The Designer shall not direct changes in scope or value of the contract work without prior approval of Public Works Division, Project Manager.

- 3.5.3 The Designer shall provide such interpretation and clarification of the contract documents as required for the proper construction of the Project, and shall make such decisions as required by the contract documents at such times and in such manner as to expedite the proper execution of the construction contract.
- 3.5.4 The Designer shall make weekly visits to the Project Site when work is in progress and become familiar with the quality, quantity and adherence of the work to the Contract Documents. The Designer shall not be responsible for a contractor's failure to carry out construction work in accordance with the Contract Documents, but will determine to his own satisfaction that the interests of the Owner are safeguarded. During visits to the Project Site, and on the basis of observation while at the Project Site, the Designer will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of contractors, and may condemn work as failing to conform to the intent of the Contract Documents.

Based on personal observations and the contractor's Application for Payment, the Designer shall determine the amount due the Contractor and will issue Certificates for Payment in such amounts. The Certificates for Payment will constitute a representation to the Owner, based on such observations and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the Designer will also represent to the Owner, that to the best of his/her knowledge based on reasonable and prudent inquiry and observation, the quality of the work is in accordance with the Contract Documents. The Designer shall, within seven (7) days after receipt of the Request for Payment, issue said Certificate to the Owner or state in writing the reasons for its being withheld.

Designer shall invite the Owner to participate in the necessary inspections to determine substantial completion

and shall, after conferring with the State's Site Representative and Project Manager, initiate a Certificate of Substantial Completion (DAPW 5/State Form 1084). The Certificate shall be valid only upon written approval by the Director, and the final Certificate for Payment shall follow such Substantial Completion approval.

- 3.5.5 The Designer shall furnish to Public Works Division record documents showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the Contractors to the Designer.
- 3.5.6 The Designer shall collect and submit to Public Works Division two sets of all warranties, guarantees, manuals and operating directions.
- 3.5.7 The Designer shall make an inspection of the Project nine months after substantial completion in conjunction with Public Works Division Representative prior to the expiration of the one-year guarantee period, and shall report to Public Works Division, Project Manager the written results of this inspection in writing.
- 3.5.8 On the first day of each month the Designer shall furnish to Public Works Division, Project Manager duplicate copies of the Monthly Planning Report (DAPW 2/State Form 21246) covering the progress of the professional services and construction.
- 3.5.9 The Designer shall submit one set of Record Documents to Department of Fire and Building Services within 60 days of the Directors acceptance of Certificate of Substantial Completion.

#### ARTICLE 4. DESIGNER'S ADDITIONAL SERVICES

Services by the Designer not set forth in Article 3, above, or in the *Public Works Designer Manual*, shall constitute Additional Services and shall require the prior written approval and authorization of the Director. Such written approval and authorization may be for the performance of Additional Services for a set fee, or at the hourly rates set forth in Article 7, below.

#### ARTICLE 5. OWNER'S RESPONSIBILITIES

- 5.1 The Owner shall provide all available information as to requirements for the Project as promptly as practicable.
- 5.2 The Director shall designate a Project Manager to act on Owner's behalf. The Project Manager shall examine documents submitted by the Designer and promptly render decisions pertaining thereto. The Project Manager shall issue orders to contractors through the Designer to the extent that such procedure is practicable.
- 5.3 If the Owner observes or otherwise becomes aware of any defects in the Project, it shall give prompt notice thereof to the Designer.

#### ARTICLE 6. PROJECT CONSTRUCTION COST

- 6.1 "Project Construction Cost" means the total cost of all construction contracts involving work which has been designed or specified by the Designer in connection with the Project, but does not include any payments made to the Designer or consultants.
- 6.2 Project Construction Cost shall be based upon the following sources with precedence in the order listed.

6.2.1 Lowest acceptable bona fide Contractor's proposal, consisting of base bid and alternates, received and accepted.

6.2.2 The Designer's latest accepted and approved Estimate of Probable Construction Cost.

ARTICLE 7. DIRECT AND REIMBURSABLE EXPENSES

7.1 "Direct Personnel Expenses" include that of principals and employees engaged on the Project including architects, engineers, designers, job captains, draftsmen, specification writers, typists, and project representatives in consultation, research, designing and producing drawings, specifications and other documents pertaining to the Project, and services during construction. The Rate Schedule is attached as Exhibit A to this Contract.

7.2 Reimbursable Expenses include actual Director-authorized expenditures made by the Designer in the interest of the Project.

7.3 All information or data produced through reimbursable expenses shall become the property of the State of Indiana upon completion of the Project and shall be presented to the Project Manager.

ARTICLE 8. PERIODIC PAYMENTS TO THE DESIGNER

8.1 Payment on account of the Basic Design Services shall be made at the completion of design phase(s), and monthly thereafter, upon receipt by the Owner of an itemized claim in proportion to services performed. The compensation for basic services shall not exceed the following percentages at the completion of each phase of the work.

Schematic Design Phase.....	10%
Design Development Phase.....	33%
Construction Documents Phase.....	66%
Bidding Phase.....	70%
Construction Phase.....	95%
Final Documents.....	100%

8.2 Payments for Additional Services of the Designer as defined in Article 4 and for Reimbursable Expense as defined in Article 7 shall be made monthly upon presentation and approval by Director of the Designer's itemized claim.

8.3 No deduction shall be made from the Designer's compensation on account of liquidated damages or other sums withheld from payments to Contractors.

ARTICLE 9. ACCOUNTING RECORDS.

Records of the Designer's direct personnel, consultant, and reimbursable expense pertaining to this Contract

and records of accounts between the Owner and the Designer shall be kept in accordance with generally accepted accounting principals. Designer shall make such materials available at its offices at all reasonable times during the contract term and for three (3) years from the date of final payment under this Contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

ARTICLE 10. TERMINATION OF CONTRACT

This Contract may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Designer, the Designer shall be paid for services performed to the termination date that are otherwise then due and are identifiably separate from those in dispute with respect to any alleged default of the Designer.

ARTICLE 11. DESIGNER RECOGNITION

Whenever renderings, photographs of renderings, photographs of models, or photographs of the Project are released by the Owner for publicity, proper credit for design shall be given the Designer, provided, the giving of such credit is without cost to the Owner.

ARTICLE 12. NONDISCRIMINATION

Pursuant to I.C. 22-9-1-10, the Designer shall not discriminate against any employee or applicant available for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of his race, color, religion, sex, disability, national origin, or ancestry. Any violation of this covenant may result in the institution of penalties prescribed by law and may be regarded as a material breach of the contract. The Designer's execution of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

ARTICLE 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Except as permitted by 25 Ind. Admin. Code § 2-3-3, the Designer shall not subcontract, assign or transfer any interest in the whole or any part of this Contract without the Owner's prior written consent. The Designer binds its successors, executors, administrators and approved assignees to all covenants, terms and conditions of this Contract.

ARTICLE 14. CERTIFICATION BOARD PREQUALIFICATION; LICENSURE

The Designer certifies that its employees, assistants and others who provide services pursuant to this Contract have been pre-qualified by the Public Works Certification Board to perform the work and furnish the services, that the Designer's application for pre-qualification was true, complete and accurate. The Designer and the Designer's employees and consultants shall comply with all applicable licensing and certification standards and any other rules or regulations governing the services to be provided pursuant to this Contract. The Owner shall not be required to reimburse the Designer for any services performed pursuant to this Contract if the Designer is not in compliance with such applicable requirements, standards, laws, rules or regulations.

ARTICLE 15. CONFLICT OF INTEREST

The Designer covenants to have no direct or indirect financial interest in any other contract in connection with

the Project. The Designer further represents and warrants that no state officer or employee who is either the spouse or an unemancipated child of either the Designer (if an individual) nor any principal of the Designer (if a business entity) participated in any decision or vote of any kind in the award of this Contract, and that execution of this Contract by the Designer does not result in a conflict of interest under IC 4-2-6-9.

#### ARTICLE 16. FUNDING CANCELLATION

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support the continuation of performance of this Contracts, this Contract shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### ARTICLE 17. INDEMNIFICATION

The Designer agrees to indemnify, defend and hold harmless the State of Indiana, and its agents, officers, and employees from all claims and suits, including court costs, reasonable attorneys' fees, and other expenses, caused by any negligent act or omission of the Designer arising out of the performance of its professional services under this Contract.

#### ARTICLE 18. MAINTAINING A DRUG FREE WORKPLACE (EXECUTIVE ORDER NO.90-5)

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with the State of Indiana in excess of \$25,000. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Designer certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Designer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Designer's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (d) Notifying in writing the Using Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;
- (e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or

rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

#### ARTICLE 19. DISPUTE RESOLUTION

- 19.1 Should any disputes arise with respect to this Contract, the Designer and the State agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- 19.2 The Designer agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract that are not affected by the dispute. Should the Designer fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Designer as a result of such failure to proceed shall be borne by the Designer, and the Designer shall make no claim against the State for such costs. If the State and the Designer cannot resolve a dispute within thirty (30) calendar days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
- 19.3 The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Designer and the State within thirty (30) calendar days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
- 19.3 The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Designer of one or more invoices, not in dispute in accordance with the terms of this contract, will not be cause for the Designer to terminate this contract, and the Designer may bring suit to collect without following the disputes procedure contained herein.

#### ARTICLE 20. MISCELLANEOUS

- 20.1 *Work Standards.* The Designer shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Designer shall grant such request.
- 20.2 *Designer State Action Certification.* The Designer certifies by entering into this Contract, that neither it nor its principals is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, Designer agrees that any payments in arrears and currently due to the State of Indiana, may be withheld from payments due and that further work may be withheld, or this Contract terminated until the Designer is current in its payments and has submitted proof of such payment to the State.
- 20.3 *Debarment and Suspension.* The Designer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this

contract by any federal or state department or agency. The term “principal” for purposes of this Contract is defined as 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 the Designer.

- 20.4 *Taxes.* The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Designer as a result of this Contract.
- 20.5 *Penalties/Interest/Attorney's Fees.* The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney’s fees, except as required by Indiana law, in part, IC 5-17-5-1, IC 34-54-8-5, and IC 34-13-1-6.
- 20.6 *Default by State.* If the State, sixty (60) days after written notice, fails to correct or cure any breach of this Contract, then the Designer may cancel and terminate this Contract and collect all monies due up to and including the date of termination.
- 20.7 *Governing Laws.* This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a court of competent jurisdiction in Marion County, Indiana.
- 20.8 *Substantial Performance.* This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 20.9 *Waiver of Rights.* No right conferred on either party under this Contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
- 20.10 *Ethics Compliance.* The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.
- 20.11 *Authority to Bind; Non-Collusion.* The undersigned attests, subject to the penalties for perjury, that he/she is the officer, agent or representative of the Designer duly authorized to sign this Contract, and that he/she has not, nor has any other member, representative, agent, or officer of the Designer, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for execution of this Contract other than that which appears upon the face hereof.

ARTICLE 21. FEE CLARIFICATION

Fee for Basic Services as set forth herein:..... \$

Allowance for additional services, which may be authorized by  
Director, including site surveys, geotechnical surveys, filing  
fees for Department of Fire and Building Services, printing of  
Bidding and Construction documents, printing of final and as-  
built documents, and added services to expedite design or  
construction: ..... \$

Total encumbrance for services set out herein above ..... \$

In WITNESS WHEREOF, the parties hereto have executed this Contract for Public Works Project Number:

FOR THE DESIGNER

FOR PUBLIC WORKS DIVISION

\_\_\_\_\_  
DESIGNER COMPANY NAME

\_\_\_\_\_  
SHEILA SNIDER, DIRECTOR  
(for IDOA Commissioner if less than \$1,000,000.00)

SIGNED:

FOR STATE OF INDIANA  
DEPARTMENT OF ADMINISTRATION

\_\_\_\_\_  
OWNER/PRESIDENT/PARTNER

\_\_\_\_\_  
CHARLES R. MARTINDALE, COMMISSIONER

ATTEST:

FOR STATE OF INDIANA  
BUDGET AGENCY (if over \$100,000.00)

\_\_\_\_\_  
VICE PRES./SEC./TREAS.

\_\_\_\_\_  
MARILYN SCHULTZ, DIRECTOR

\_\_\_\_\_  
PARTNER

FOR STATE OF INDIANA  
ATTORNEY GENERAL

*Form approval has been granted by the Office of  
Attorney General pursuant to I.C. 4-13-2-14.3(e) on July  
6, 2004*

EXHIBIT "A"

FIRM NAME: FOSSE AND ASSOCIATES ARCHITECTS, INC.  
PUBLIC WORKS PROJECT NUMBER: H-620D

SCHEDULE OF RATES FOR USE IN JUSTIFYING COSTS OF OWNER AUTHORIZED ADDITIONAL SERVICES

Terms of additional services set out in Articles 4 and 7.

RATE/HOUR

Project Manager

Project Architect

Job Captain

Draftsperson

Specification Writer

Typist

Project Representative

Structural Engineer

Structural Draftsperson

Mechanical Project Manager

Mechanical Engineer

Electrical Project Manager

Electrical Engineer

Draftsperson Mech/Elect

Mech/Elect Representative

Mech/Elect Specification Writer