

**AGREEMENT
BETWEEN
BOARD OF PUBLIC WORKS & SAFETY
WEST LAFAYETTE, INDIANA**

AND

WESSLER ENGINEERING, INC.

FOR

SHERATON AND FAIRWAY KNOLLS LIFT STATION IMPROVEMENTS

THIS AGREEMENT, entered into by and between the Board of Public Works & Safety, West Lafayette, Indiana (hereinafter named OWNER) and Wessler Engineering, Inc. (hereinafter named WESSLER):

WITNESSETH THAT:

WHEREAS, WESSLER proposes to provide Professional Services to the OWNER for the **Sheraton and Fairway Knolls Lift Station Improvements**, herein described as the PROJECT; and

WHEREAS, the PROJECT shall consist of improvements to two existing sanitary lift stations, more particularly described as follows:

Construction Observation/RPR Services for the Sheraton and Fairway Knolls Lift Station Improvements, designed by Greeley & Hansen (ENGINEER) and constructed by Bowen Engineering (CONTRACTOR) under a Guaranteed Savings Contract (GSC).

WHEREAS, WESSLER has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this Agreement for the above-described PROJECT.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

**ARTICLE I
SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES**

- A. Upon written authorization from OWNER, WESSLER shall provide a Resident Project Representative (RPR) for Construction Observation of the above project. Duties performed by the RPR shall include:

1. *Resident Project Representative (RPR)*. Provide the services of an RPR (Bill McGuire) at the Site to assist the ENGINEER and to provide more extensive observation of CONTRACTOR's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment No. 3 to this Agreement.
2. Should Bill McGuire be absent for any reason (vacation, illness, etc.), WESSLER shall provide a replacement RPR upon request and approval from OWNER.

ARTICLE II ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, WESSLER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. General Administration of the Construction Contract.
- B. Applying for, obtaining, or paying for any permits.
- C. Any Engineering services outside of the duties, responsibilities, and authority of the RPR (Attachment No. 3).
- D. Special PROJECT insurance requirements in excess of that currently maintained by WESSLER.
- E. Providing assistance with Environmental Assessments, archeological reconnaissance, and environmental reviews performed by others, and/or in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- F. Providing construction surveys and staking to enable CONTRACTOR to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- G. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- H. Providing services beyond the original Contract Time Completion date of the Work.
- I. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the PROJECT.
- J. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by the OWNER.
- K. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the site of any Constituent of Concern,

(3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by the Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

**ARTICLE III
COMPENSATION**

In accordance with the terms and conditions of the Agreement, WESSLER shall provide the Professional Services for which the OWNER shall compensate WESSLER as follows:

- A. Compensation for providing the RPR Services as described in Article I shall be on the basis of the of the actual man-hours and expenses incurred in performing the Services, at the hourly rate and reimbursable expense schedule in effect at the time the Services are performed (the 2015 Hourly Rate and Reimbursable Schedule is included as Attachment No. 2), plus reimbursement for actual out-of-pocket costs incurred in conjunction with providing the Services described herein. The construction Contract Time is 270 calendar days. Therefore, based on a total observation period of 190 working days, the fee is estimated to be **\$148,000 (one hundred forty-eight thousand dollars and 00/100)**.

If the construction period extends beyond 270 calendar days or more than 190 working days are required, the fee for the RPR Services may need to be adjusted via Amendment to this Agreement.

**ARTICLE IV
STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions of this Agreement are included as Attachment No. 1. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement, this _____ day of _____ 2015.

ENGINEER

WESSLER ENGINEERING, INC.



Martin. A. Wessler, CEO

OWNER

**BOARD OF PUBLIC WORKS & SAFETY
WEST LAFAYETTE, INDIANA**

John R. Dennis, Mayor

Sana G. Booker, Member

Brooke E. Folkers, Member

Tajuna R. Sheth, Member

Jonathan C. Speaker, Member

Attest: _____
Judith C. Rhodes, IAMC/CMC/CPFA
Clerk-Treasurer

Attest: 

Gary L. Ruston, Sr. Project Manager

Date: December 18, 2014

GLR: L:/Proposals and Qualifications/Proposals/2014/P02721

- Attachments:
- No. 1 - Standard Terms and Conditions
 - No. 2 – 2015 Hourly Rate and Reimbursable Expense Schedule
 - No. 3 - RPR Duties, Responsibilities and Limitations
 - No. 4 – E-Verify Affidavit
 - No. 5 – Indiana Iran Investment Certification

ATTACHMENT NO. 1
STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish Additional Services in addition to those set forth above.

B. Owner shall pay Engineer for such Additional Services on the basis of the Engineer's current Standard Hourly Rate and Reimbursable Expense Schedule.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. Unpaid invoices more than thirty days past due shall bear interest rate of 8% per annum, unless the claim is a disputed claim.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer directly resulting therefrom.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with reasonable criteria and information as to Owner's requirements for the Project,

including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions, except as provided otherwise in the description of services.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers, to the extent reasonable and customary.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and are the Property of the Owner. The Owner shall have the right to use, reuse or modify the instruments of service at the Owner's discretion. The Engineer shall retain an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

E. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

H. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

I. In the event litigation is commenced to enforce any term or condition of this agreement the prevailing party in such litigation shall be entitled to costs of litigation including a reasonable attorney fee.

10. Sub-consultants

A. Subconsultants to the Engineer are listed in the Agreement.

B. Engineer may add, remove, or replace Subconsultants listed in the Agreement for reasonable cause with prior written approval of the Owner.

C. In the event Owner does not approve the addition of a Subconsultant, or the replacement of a Subconsultant listed in the Agreement, and the Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

11. Non-Discrimination

Engineer agrees:

A. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

B. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

C. That the Owner may deduct from the amount payable to the Engineer a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

D. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by Owner and all money due or to become due hereunder will be forfeited.



More than a Project™

ATTACHMENT NO. 2 2015 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$195.00
Senior Project Manager II/Senior Project Engineer II	\$185.00
Senior Project Manager I/Senior Project Engineer I	\$165.00
Project Manager/Project Engineer III	\$140.00
Survey Manager	\$125.00
Assistant Project Manager/Project Engineer II	\$115.00
Project Engineer I	\$105.00
Field Services Manager	\$105.00
Senior Designer	\$110.00
Designer	\$100.00
Engineer	\$90.00
Operations Specialist	\$110.00
Project Coordinator	\$90.00
Environmental Services Assistant Manager	\$105.00
Environmental Scientist II	\$95.00
Environmental Scientist	\$75.00
Technician IV/Senior Resident Project Representative	\$90.00
Technician III/Resident Project Representative III	\$80.00
Technician II/Resident Project Representative II	\$70.00
Technician I/Resident Project Representative I	\$60.00
Survey Crew Manager	\$85.00
Survey Crew Chief	\$75.00
Project Secretary	\$60.00

Reimbursable Expenses shall be charged as follows.

<u>Item and Unit</u>	<u>Unit Cost</u>
Mileage (per mile)	At current IRS published rate
Copies: (each) Black & White	8.5"x11" or 11"x17" \$0.12
	24"x36" \$1.00
Color	8.5"x11"/11"x17" \$0.20/\$0.40
Plots: (each)	24"x36" (Mylar) \$5.50
	24"x36" (Bond) \$1.00
	12"x18" (Bond) \$0.50
GPS Survey Equipment/Robotic Total Station/Pole Camera	\$15.00 per hour
Postage/shipping/freight, Lodging and Per Diems	At Cost
Subcontractor/Subconsultant fees	Cost + 10%

*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule

This Schedule is subject to change

revised January 1, 2015

ATTACHMENT No. 3

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

and by

AMERICAN CONSULTING ENGINEERS COUNCIL

and by

AMERICAN SOCIETY OF CIVIL ENGINEERS

**(Modified by Wessler Engineering for the City of West Lafayette Sheraton
and Fairway Knolls Lift Station Improvements Project)**

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT
REPRESENTATIVE**

**unless otherwise noted

WESSLER shall furnish a Resident Project Representative (RPR) 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, RPR shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make WESSLER responsible for or give WESSLER 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 WESSLER in WESSLER's agreement with the OWNER and to those of RPR in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR will be OWNERS'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 Work in general shall be with ENGINEER and CONTRACTOR. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of CONTRACTOR.

B. Duties and Responsibilities of RPR

1. *Schedules* – Review the Progress Schedule, Schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings* – Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings and review and maintain file of minutes thereof as prepared by ENGINEER.

3. *Liaison* –
 - a. Serve as ENGINEER's liaison with CONTRACTOR; working principally through CONTRACTOR's authorized representative and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *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.

5. *Shop Drawings and Samples* –
 - a. Record date of receipt of Samples and approved Shop Drawings when received by the RPR.
 - b. Receive samples, which are furnished at the Site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.

6. *Modifications* –

Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.

7. *Review of Work, Rejection of Defective Work* –
 - a. Conduct on-site observations of CONTRACTOR's Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of CONTRACTOR's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil 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 ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups*-
 - a. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate

OWNER's personnel, and that CONTRACTOR maintains adequate records thereof.

- b. Observe, record and report to ENGINEER appropriate details relative to the test procedures and systems startups.

9. *Records* –

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all CONTRACTORS, Subcontractors and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. *Reports* -

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and compliance with Shop Drawings and Samples.
- b. Notify ENGINEER of potential items requiring Change Orders, Work Change Directives, and Field Orders.
- c. Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests* –

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.

12. *Certificates, Maintenance and Operation Manuals* –

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required by the Specifications to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

13. *Completion* –

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority

Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, Suppliers, or CONTRACTOR's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONTRACTOR's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.
8. Authorize OWNER to occupy the Project in whole or in part.

END

ATTACHMENT NO. 4

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Brent A. Siebenthal

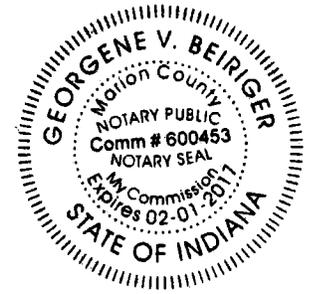
(Title): President

Important – Notary Signature and Seal Required in the Space Below

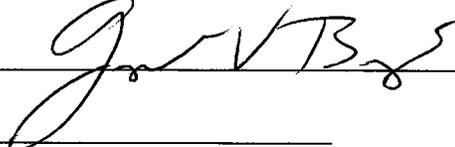
STATE OF INDIANA

SS:

COUNTY OF MARION



Subscribed and sworn to before me this 28th day of NOVEMBER, 2011.

My commission expires: February 1, 2017 (Signed) 

Residing in Marion County, State of Indiana

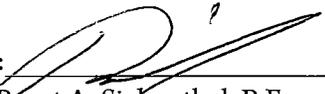
ATTACHMENT NO. 5

INDIANA IRAN INVESTMENT CERTIFICATION

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By:


Brent A. Siebenthal, P.E.

President