

Town of Whitestown Uniform Contract for Services

JQOL, Inc.

Service Provider

Road Design & Construction Inspection Services

Type of Service

This Uniform Contract for Services (hereinafter referred to as “Agreement”), entered into by and between the Town of Whitestown, Indiana and/or Whitestown Municipal Utilities, (hereinafter referred to as “Whitestown”), and JQOL, Inc. (hereinafter referred to as “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants and other good and valuable consideration, the adequacy of which is mutually acknowledged, the parties agree as follows:

SECTION I. DUTIES OF CONTRACTOR.

- 1.01 The Contractor shall provide the services as set forth or described in *Attachment A*, attached to and made a part of this Agreement. The Contractor agrees that the services shall be consistent with generally accepted commercial standards in the relevant trades or professions. To the extent *Attachment A* purports to incorporate contractual terms of service, any such terms are voidable at the option of Whitestown.

SECTION II. TERM.

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and Whitestown has paid Contractor for applicable services, unless earlier terminated in accordance with this Agreement.
- 2.02 This Agreement may be renewed beyond the expiration by agreement of parties. The term of the renewal shall not be longer than the term of the original Agreement. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Whitestown and Contractor and attached hereto as an amendment, and following approval of such amendment by the Whitestown Town Council.

SECTION III. COMPENSATION OF THE CONTRACTOR.

- 3.01 The Contractor shall furnish all labor, materials, supplies, and services in accordance with the conditions of this Agreement necessary to complete the services as defined in *Attachment A*.
- 3.02 Payment will be for the amount set forth in *Attachment A*. No payments will be provided prior to commencement of services, absent a performance bond from Contractor adequate to cover the cost of completing such services.
- 3.03 Contractor shall submit a properly itemized invoice referencing services performed and/or applicable expenses incurred under this Agreement. Contractor shall cooperate with and provide any other necessary information to Whitestown. Whitestown will pay Contractor within ninety (90) days after receipt of such properly itemized and legitimate claim forms under agreed schedules, and following approval of such claim(s) by the Whitestown Town Council as provided by law. All payments are further subject to appropriations as required by applicable law.

SECTION IV. GENERAL PROVISIONS.

- 4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Whitestown. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not

insured in any manner by Whitestown for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Whitestown in any way.

- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any responsibility to perform services to be performed pursuant to this Agreement without prior written approval of the Town Manager of Whitestown or his/her designee. In the event that Whitestown approves of any such subcontracting, assignment or delegation, Contractor shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Whitestown shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement. Contractor shall be responsible for a background, criminal history, and e-verify check on any additional person involved in performing services pursuant to this Agreement, and the Contractor and any additional persons shall have the duty to report an arrest or the filing of criminal charges against them in writing to the Town Manager of Whitestown.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to Whitestown, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of Whitestown, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- 4.04 Confidentiality of Whitestown Information. Contractor understands that the information provided to it or obtained from Whitestown during the performance of its services may be confidential and may not, without prior written consent of Whitestown, be disclosed to a person not in Whitestown's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Whitestown. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice to Whitestown prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, Whitestown that is required to be kept confidential by Whitestown pursuant to Indiana law, except as contemplated by this section, clause (d).
- 4.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by Whitestown or any other authorized representative of Whitestown. Copies thereof, if requested, shall be furnished at no cost to Whitestown.
- 4.06 Ownership of Documents and Materials. All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to Whitestown and all such matters will be the property of Whitestown. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Whitestown, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by Whitestown and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor

during the term of this Agreement shall be available to Whitestown. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

In the event the Whitestown subsequently uses the documents or materials without retaining the services of Contractor, Whitestown releases the Contractor only from claims and causes of action arising from such subsequent use, but not under the services of this Agreement. Whitestown, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor from claims and causes of action asserted by any third person or entity to the extent such arises from the Whitestown's subsequent use of the documents or materials under this Section.

Notwithstanding the foregoing, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

4.07 Termination for Cause or Convenience.

4.07.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Whitestown may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given, except in the case of emergencies, (a) not less than ten (10) calendar days' notice of Whitestown's intent to terminate, and (b) an opportunity for consultation with Whitestown prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Whitestown to be incurred by reason of Contractor's default.

4.07.2 This Agreement may be terminated in whole or in part in writing by Whitestown for Whitestown's convenience; provided that Contractor is given (a) not less than thirty (30) calendar days' notice of intent to terminate and (b) an opportunity for consultation with Whitestown prior to termination. If Whitestown effects termination for convenience, Contractor's compensation shall be equitably adjusted.

4.07.3 Upon receipt of a termination action for default or for Whitestown's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to Whitestown all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

4.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Whitestown. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.07.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

4.08 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement and pursuant to Indiana law, if funds for the continued fulfillment of this Agreement by Whitestown are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Whitestown shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.09 Remedies. Following the occurrence of any default, breach, or other failure to perform requisite services, or an act of negligence or misconduct causing damage to Whitestown, by contractor or any of its employees, agents, or subcontractors, Whitestown shall have every remedy now or hereafter existing at law

or in equity or by statute or otherwise which may be available to Whitestown. This provision shall survive any termination of this Agreement.

4.10 Indemnification. Contractor agrees to indemnify, defend (except in the case of a professional liability claim to the extent prohibited by I.C. § 26-2-5-4), and hold harmless Whitestown and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent act or omission, error or omission of, or by any recklessness or misconduct by, Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. Whitestown will not provide such indemnification to the Contractor. This provision shall survive any termination of this Agreement.

4.11 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

JQOL, Inc.
6280 Shadeland Ave, Suite B
Indianapolis, IN 46220
Attn: Jarvis Jointer

To Whitestown:

Town of Whitestown
Whitestown Municipal Complex
6210 S 700 E
Whitestown, IN 46075
Attn: Town Manager

4.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Whitestown. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Whitestown may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by Whitestown or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against Whitestown for such costs. Whitestown may withhold payments on disputed items pending resolution of the dispute.

4.13 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.14 Conflict of Interest. Contractor certifies and warrants to Whitestown that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Whitestown.

4.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

4.16 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations

thereunder after execution of this Agreement shall be reviewed by Whitestown and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Whitestown. Suit, if any, shall be brought in the State of Indiana, County of Boone.

- 4.17 Waiver. Whitestown's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Whitestown's rights or remedies.
- 4.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 4.19 Attorneys' Fees. Contractor shall be liable to Whitestown for reasonable attorneys' fees incurred by Whitestown in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor from Contractor's breach of any provision of this Agreement, from Contractor's indemnity obligation, or from Contractor's failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- 4.20 Whitestown Officials. No official, director, officer, employee, or agent of Whitestown shall be charged personally by Contractor, its employees, or agents with any liabilities or expenses, or be held personally liable to Contractor under any term or provision or because of the execution of any agreement, or because of any default by Whitestown. This provision shall survive any termination of this Agreement.
- 4.21 Successors and Assigns. Whitestown and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of Whitestown. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Whitestown.
- 4.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, and has obtained all necessary or applicable approval from the offices of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by Whitestown.
- 4.23 E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.

SECTION V. INTERPRETATION AND INTENT.

- 5.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Whitestown and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Whitestown or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Whitestown and Contractor, and following approval of such amended or modified terms by the Whitestown Town Council.
- 5.02 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Whitestown or Contractor, the document or

provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to Whitestown, shall govern.

- 5.03 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Whitestown solely by virtue of Whitestown or Whitestown's representatives having drafted all or any portion of this Agreement.
- 5.04 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Town of Whitestown, Indiana and/or
Whitestown Municipal Utilities ("Whitestown")

("Contractor")

By: _____

By:  _____

Printed: _____

Printed: Jarvis Jointer, PE

Title: _____

Title: Owner

Date: _____

Date: 11/19/20

3010408

ATTACHMENT A

SCOPE OF WORK

Note : Engineer herein is defined as JQOL, Inc.

A. PROJECT DESCRIPTION

The City of Whitestown proposes to reconstruct approximately 3,000 linear feet of Perry Worth Road north of Whitestown Parkway from a two-lane uncurbed pavement section to a three-lane curbed section in conformance with the City of Whitestown standard cross section for a major collector. In addition, the project includes construction of a roundabout at the intersection of a roadway to be constructed in the future. Other improvements include storm sewer, underdrain, and two pairs of conduits. The project will connect a previously improved section of Perry Worth Road to the south with a section proposed to be improved by a separate project to the north and a future roadway connecting at the roundabout.

B. CONSULTANT SCOPE

The Engineer shall provide engineering services for the project described above. Phases and tasks to be performed are as follows:

1. SURVEYING SERVICES

a. Topographic survey will be performed in the proposed project area with limits extending from the I-65 limited access fence on the west, approximately 200' south of the start of the project along Perry Worth Road, all improvements within 50' east of the proposed Perry Worth Road improvements, and 200' beyond the northern limits of the project. Improvements to be surveyed include edge of pavement, centerline of pavement, edges of asphalt trail, utility poles, ground elevations at changes in grade, signs, vaults, natural and man made features, as evidenced by facilities at the ground surface and marks by others, drainage culverts, utilities and other structures, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater. Cross section at 50' intervals across the right-of-way will be provided. Survey limits shall also include adequate topographic information sufficient to provide adequate drainage outlet (assumed to be culvert under I-65 near southern limits of project). One-foot contours will be created from the data collected from the topographic survey. Elevations shall be tied to Boone County Surveyor's benchmarks or the Online Positioning User Service (OPUS). Temporary benchmarks will be established throughout the project such that the elevation datum can be re-established during construction. Monumentation and section corners will be surveyed as required for services in sections 1b and 4a.

b. Provide boundary and parcel information. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.

2. GEOTECHNICAL SERVICES

The objectives of the geotechnical investigation are to evaluate the existing subsurface conditions at the site and to develop recommendations necessary for the design and construction of the

soil supported elements of the proposed project. The proposed subsurface exploration consists of drilling nine soil test borings to a depth of 15 ft and split-barrel samples (ASTM D-1586) will be obtained at 2.5 ft intervals. Ground water level observations will be made during drilling operations and immediately after withdrawal of the augers from the borings.

The existing pavement will be cored at the boring locations and the pavement section thicknesses will be recorded based upon field measurements of the pavement in the test borings. The test borings will be backfilled with the auger cuttings and a concrete plug will be placed for the upper 1 ft of the boreholes. A reconnaissance of the project site will be made by a geotechnical engineer from our staff and the boring locations will be established in the field at that time. The cost estimate does not include establishing ground surface elevations at boring locations. Engineer will contact Indiana 811 to locate underground utilities that are owned by the member utility companies; however, it is assumed that the Whitestown's representative will accurately mark in the field the locations of all underground utilities that are part of the Whitestown's physical plant (i.e., all underground utilities that are not part of the Indiana 811 locate service members). This proposal does not include fees for the repair of, or other fees associated with, damaged underground utilities that are not accurately marked in the field and Engineer will not be responsible for costs associated with damages to underground utilities that are not accurately marked in the field. This proposal does not include fees to retain private underground utility locate services on the Whitestown's behalf. If requested, Engineer can arrange the services of a private underground utility locate service on the Whitestown's behalf for additional fees.

Laboratory tests will be performed as necessary to establish the significant engineering characteristics and parameters of the subsurface soils. Resilient modulus values for the pavement subgrade soils will be estimated based on classification test results. After completion of the field investigation and laboratory tests, an engineering report will be prepared containing recommendations to guide design and construction of the soil related elements of the pavements and the pavement foundations including subgrade preparation, resilient modulus values and subgrade treatment types. It is our understanding that the project is entirely locally funded and therefore the proposed subsurface exploration, laboratory testing program and engineering analyses are not in strict conformance with the requirements of the Indiana Department of Transportation – Geotechnical Services Division guidelines for geotechnical investigations.

This services in this agreement is based on the following assumptions, conditions, and exclusions:

- The field work can be performed during normal weekday working hours.
- All auger cuttings that cannot be placed to backfill the boreholes can be distributed on-site. The scope of this investigation does not include characterization or containerization of the augercuttings and drilling fluids; or the disposal of the auger cuttings, drillings fluids and/or containers.
- The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the ground water underlying the site and this study is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials may be present, field operations will be terminated. The investigation would be resumed only after renegotiation of the scope of services and fees to cover appropriate health and safety precautions and proper consideration of the new information.

3. DESIGN SERVICES

Provide turnkey civil engineering / design of the proposed project including 30%, 60%, 90%, and final construction drawings in CAD, PDF, and printed copies. In addition, project specifications including “front-end” specifications, technical specifications, and construction procurement documents shall be prepared along with assistance with procuring the contract. Below is the specific scope included in these services:

- a. Provide utility coordination services including identify all existing utilities and in cases of conflict, coordinate relocation directly with utility companies in accordance with 105 IAC Article 13.
- b. Prepare full set of construction documents including typical cross sections, geometrics, demolition plan, MOT route plans, plan and profile sheets, construction details, stormwater pollution prevention plan, pavement markings, signage details, structure data table, underdrain tables, and cross sections.
- c. Provide project specifications including front-end specifications, technical specifications, instructions to bidders, bid packages, and quantities.
- d. Provide detailed drainage report including hydrologic calculations, storm sewer sizing calculations, and detention calculations (if required).
- e. Provide assistance with preparation of Rule 5 form and required activities such as public notice, submittal SWPPP to reviewing agency for review, and submittal of Rule 5 to IDEM.
- f. Review shop drawings, submittals, and RFI's on behalf of Whitestown during bidding and construction.
- g. Sanitary sewer extension, watermain extension, feature landscaping at the roundabout, and lighting are not included in the scope of work for this project.

4. PROPERTY RIGHT ACQUISITION SERVICES

It is expected property rights including property taking for roadway right-of-way and easements will be required for the project. The services in this agreement include the following:

- a. Prepare preliminary and final tracings of right-of-way takings by a licensed surveyor for up to six (6) parcels.
- b. Valuation services including early assessment, comp docket, and short form appraisal report for up to six (6) parcels.
- c. Review Valuation Services including appraisal problem analysis (APA) or Short Form appraisal review for up to six (6) parcels.
- d. Full Buying Services for total/partial acquisition or temporary/access rights for up to six (6) parcels.

Note: legal services are not included should they be necessary to pursue the property acquisition.

5. INSPECTION SERVICES

Provide full inspection services for the project including one (1) full-time inspector as required for a period of time appropriate to provide comprehensive inspection services during the construction of the project. The inspection services shall include the following:

- a. Review the construction schedule prepared by the Engineer for compliance with the Engineer and advise Whitestown, as necessary.

- b. Attend meetings as necessary to coordinate the project including routine progress meetings with contractor and/or Whitestown.
- c. Serve as the Whitestown's representative during construction including acting as liaison between Whitestown and contractor.
- d. Furnish all equipment necessary to measure and calculate materials installed on the project.
- e. Obtain field samples of materials delivered to the site and review to ensure compliance with approved plans/submittals.
- f. Conduct on-site inspections for the work in progress as a basis for determining that project is proceeding in general compliance with the contract documents.
- g. Provide on-site acceptance testing of materials in the manner and extent that is in accordance with current accepted practices (note, open to concrete beams to be performed by contractors).
- h. Review field modifications and report back to design engineer for concurrence.
- i. Prepare daily field reports documenting progress at the site including photographs and construction progress.
- j. Prepare and maintain at the job site orderly files of the project including daily observation reports, contract documents, field directives, and other project related documents.
- k. Review pay applications submitted by contractor and advise Whitestown of any conflicts with measured quantities.

Engineer shall be paid for actual hours worked providing these services in accordance with the fee schedule provided on Attachment A, Page 6 of 6.

Mileage Reimbursement Rate shall be prevailing IRS standard mileage rate for business use.

FEES

- A. Whitestown shall pay Engineer for a Lump Sum amount not to exceed \$740,000.00 broken down by the following services (see Exhibit A for descriptions):
1. Surveying - \$52,000
 2. Geotechnical - \$12,000
 3. Design Services – \$320,000
 4. Property Acquisition Services (Based on prevailing rates from INDOT Real Estate Services Fee Schedule at time of services) – Not to Exceed \$66,000
 5. Inspection Services (Based on actual work performed in accordance with the fee schedule on Attachment A – Page 6 of 6) – Not to Exceed \$290,000
- B. The portion of the compensation amount billed monthly for Contrator's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

SCHEDULE

Engineer shall complete its Services within the following specific time period: Final Construction Documents shall be complete by 10/31/2021, inspection services expected to be completed for the duration of construction in 2022.

EXHIBIT B

FEE SCHEDULE



**Annual Wage Escalation Rate

4.00%

CLASSIFICATION	AVG PER CLASSIFICATION	Overhead	Labor	Profit					
		%	Plus	%	2020	2020	2021	2022	2023
	2020	160.00%	Overhead	15.00%	Rates	Overtime	Rates	Rates	Rates
	(L)	(OH)	(L)+(OH)	(P)					
Design Tech	\$26.44	\$42.30	\$68.74	\$10.31	\$79.06	\$92.28	\$82.22	\$85.51	\$88.93
Inspector	\$30.00	\$48.00	\$78.00	\$11.70	\$89.70	\$104.70	\$93.29	\$97.02	\$100.90
Engineer II	\$36.52	\$58.43	\$94.95	\$14.24	\$109.19	\$127.45	\$113.56	\$118.11	\$122.83
Project Supervisor/Inspector	\$32.50	\$52.00	\$84.50	\$12.68	\$97.18	\$113.43	\$101.06	\$105.10	\$109.31
Project Manager	\$34.13	\$54.61	\$88.74	\$13.31	\$102.05	\$119.11	\$106.13	\$110.38	\$114.79
Project Engineer	\$35.19	\$56.30	\$91.49	\$13.72	\$105.22	\$122.81	\$109.43	\$113.80	\$118.36
Inspector - Engineer	\$48.07	\$76.91	\$124.98	\$18.75	\$143.73	\$167.76	\$149.48	\$155.46	\$161.68
Project Engineer IV	\$48.07	\$76.91	\$124.98	\$18.75	\$143.73	\$167.76	\$149.48	\$155.46	\$161.68
Principal Engineer	\$65.00	\$104.00	\$169.00	\$25.35	\$194.35	\$226.85	\$202.12	\$210.21	\$218.62
Licensed Project Engineer	\$48.07	\$76.91	\$124.98	\$18.75	\$143.73	\$167.76	\$149.48	\$155.46	\$161.68
Graduate (non-licensed) project engineer/non-engineer	\$32.50	\$52.00	\$84.50	\$12.68	\$97.18	\$113.43	\$101.06	\$105.10	\$109.31

*Certified Payroll

Date: 1/21/2020