

Town of Whitestown Uniform Contract for Services

American Structurepoint, Inc.

Service Provider

Professional Engineering 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 American Structurepoint, 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:

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
Attn: Willis R. Conner

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: _____

Printed: _____

Title: _____

Date: _____

DocuSigned by:
Cash E. Canfield
F19A20CCE23A42D...

By: _____
Printed: **Cash E. Canfield**

Title: **Chief Operating Officer**

Date: **6/6/2023**

3010408



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

March 27, 2023

Mr. Danny Powers
Director of Public Works
Town of Whitestown
6210 Veterans Drive
Whitestown, Indiana 46075

Re: Peters Street and Hull Street Road Reconstruction – Whitestown, IN

Dear Mr. Powers,

American Structurepoint, Inc. is pleased to submit this proposal for the Peters Street and Hull Street Road Reconstruction Project for engineering services. The services will be performed as outlined below.

PROJECT SCOPE

I. Topographic Survey

- A. Scope of work to include traditional ground survey and limits are generally described as follows:
 - 1. Hull Street from Main Street to the east to Peters Street. Survey also includes Peters Street from Hull Street to the north to Pierce Street. Survey is approximately 130' in width. See Survey Area in Exhibit A.
- B. PROFESSIONAL will prepare a Route Survey for the project in accordance with **Section 865 IAC 1-12-21 thru 25** of Indiana Administrative Code and a topographic survey including the following:
 - 1. Survey notices will be submitted to Owner along the survey route
 - 2. Survey crews shall have unrestricted access to project limits
 - 3. Establish horizontal control (INGCS Boone)
 - a. Provide 3-point reference ties for control points
 - 4. Establish vertical control (NAVD 1988)
 - a. Set temporary benchmarks on site for use during construction

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5. Select topographic survey with ± 50 -foot grid
 - a. Show spot elevations to the nearest 0.01 foot
 - b. Provide the location, size, and elevation of all improvements within the survey limits
 - c. Plot the location of storm drainage structures, sanitary structures, roads, driveways, edges of curbs, parking areas, walks, drainage ways, fencing, etc.
 - d. Provide the location and size of individual trees outside of wooded areas larger than 8" DBH within the survey limits
 - e. Plot the location of the drip line of all groups of tree and vegetation where locating individual trees is not feasible
6. Provide location, size, depth, material, and direction of flow for sanitary and storm sewers serving or on the site
7. Locate aboveground evidence of utilities on site, plus marks made on the ground by local utility companies (One Call). One Call will only locate utilities within the public right-of-way or within recorded easements. Accuracy and completeness of the marked utilities cannot be guaranteed. The utilities will be marked for the horizontal location only. The depth, size, or any other features will not be noted. This fee is based upon the initial submittal and additional requests while staff is performing field work. Additional requests and follow-ups are not included in this task.
8. CAD Drafting and creation of a TIN and contours (1-foot contour interval)
9. Land Surveyor review and deed plot based on limited fieldwork and research obtained from the Boone County Recorder's Office.
 - a. Deed lines of adjoining parcels and right-of-way lines of adjoining roads will be plotted on the Topographic Survey
 - b. Alignment establishment
 - c. This Survey Scope includes the preparation of a Location Control Route Survey Plat.

II. Roadway Design

- A. PROFESSIONAL shall prepare Preliminary Plans, Stage 3 Plans, and Final Tracings, special provisions for the specifications, and opinion of probable construction cost for the roadway project. The plans shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted except as modified by supplemental specifications and special provisions, if any: the Town of Whitestown Standard Drawings; the American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets, Part V"; and the Indiana Department of Transportation's Standard Specifications. The opinion of probable construction cost shall be prepared according to the current practices of the Town and shall include all types of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the Town, through its own forces or through other party or parties, will perform the actual construction or engineering. The unit prices to be used shall be in accordance with the methods used by the Town.

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- B. PROFESSIONAL shall provide roadway design services for the following locations:
 - 1. Along Hull Street from Main Street to approximately 600' east and along Peters Street from Hull Street to approximately 800' north at the intersection with Pierce Street. See Exhibit B with conceptual roadway layouts.
 - 2. Hull Street and Peters Street typical section is anticipated to consist of (2) 12' travel lanes, 2' curb and gutter, and 6' sidewalks on both sides of the roadway
 - 3. Maintenance of Traffic is anticipated to consist of a full closure of the roadways including a detour design
- C. PROFESSIONAL shall schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (40% complete plans) during the design phase.
- D. PROFESSIONAL shall attend up to twelve (12) Kitchen Table Meetings with adjacent property owners to discuss project scope and impacts.
- E. The PROFESSIONAL shall design storm sewers for the roadway construction and shall utilize existing storm sewer infrastructure where applicable.
- F. The contract plans shall include a Title Sheet, Index Sheet, Typical Section Sheets, Miscellaneous Details Sheets, Plat No. 1 Sheet, Detour Sheet, Plan and Profile Sheets, Construction Details Sheets, Spot Elevation Sheets, Pavement Marking and Signing Plans, Erosion Control Sheets, Structure Data Table, Underdrain Table, Pipe Material Table, Approach Table, and Cross-Sections.
- G. The contract documents shall contain sufficient information to enable the contractor to perform the required work.
- H. Upon completion and final approval of the deliverables by the Owner, the PROFESSIONAL shall deliver to the Owner the following submittals/deliverables required for the design activities (all plans black and white unless otherwise noted).
 - 1. Preliminary Plans: two (2) full-size (22"x34") plan sets, two (2) half-size (11"x17") plan sets, and one (1) preliminary opinion of probable construction cost provided to the Owner.
 - 2. Final Tracings: four (4) full-size (22"x34") plan sets, one (1) quantity and design calculation binder, one (1) specification document, and one (1) final opinion of probable construction cost

III. **Wetland Delineation/Report**

The proposed project includes conducting a delineation of anticipated aquatic resources and preparation of a Wetland Delineation and Waters Report performed in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. The proposed project begins at the intersection of East Pierce Street and Hull Street. From that point, the project continues south along Hull Street to the intersection of Peter Street. The project area then continues west on Peter Street to North Main Street. The project area is a mix of residential and urban areas. The proposed Scope of Services for the Wetland Delineation and Waters Report includes the following:

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A. Records Review

1. Review USGS Topographic mapping to evaluate shape and elevation of the land, drainage patterns, and vegetation, associated with the study area and surrounding area
2. Review the National Wetland Inventory mapping maintained by the US Fish and Wildlife Service to evaluate any potential baseline wetland mapping already established for the study area
3. Review high-resolution orthophotography from the Indiana Geographic Information Council to evaluate land use of the study area and surrounding area, and other features such as waterways, drainage patterns, flooding, or dark coloration of surface soils indicating hydric soils
4. Review the Boone County Soil Survey to determine soil classification and drainage features within the study area.
5. Prepare a written summary of the records review, including narrative description of physical setting of the study area

B. Field Reconnaissance of the Study Area

1. Investigate and evaluate site in compliance with the Corps of Engineers Manual for Wetland Delineation
 - a. Based on the US Army Corps guidance, fieldwork should occur during the growing season. The US Army Corps of Engineers defines the beginning of the growing season as the date that the soil temperature 12 inches below the ground surface reaches and remains above 41 degrees Fahrenheit. Fieldwork completed at risk, outside the growing season, at the direction of the client may require additional or follow up field review. If it is determined additional or follow up field review is necessary by the US Army Corps or IDEM due to field recon being completed outside the growing season, this will be considered a change in scope of work and supplemental services will be required.
2. Collect the appropriate number of data points to sufficiently document the presence and/or absence of wetlands and their boundaries based on an assessment of plants, soils, and hydrology observed on the site
3. Identifying any drainage channels, and assess their habitat using the methodology described in Methods for Assessing Habitat in Flowing Waters: Using the Qualitative Habitat Evaluation Index (QHEI) Manual (Rankin 1995 and 1989; and Platts et al., 1983)
4. Photo-document the study area, including all data points, aquatic resources, and drainage features
5. Prepare a summary of the field reconnaissance, including narrative and tabular summaries of site conditions observed and exhibits depicting site conditions, including aquatic resource acreage and/or linear feet

C. Prepare Evaluation and Report

1. Prepare a written report summarizing the results of the records review and field reconnaissance consistent with the 1987 US Army Corps of Engineers Wetland Delineation Manual. The report will be acceptable to both the US Army Corps of Engineers and the Indiana Department of Environmental Management.

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2. Include the Environmental Professional's opinion of the jurisdictional analysis of the aquatic resources identified in the study area

IV. Project Management

- A. The PROFESSIONAL shall provide overall project management for the project. Project Management duties include schedule development and management, stakeholder coordination, subconsultant coordination, cost estimating and monitoring project budget.
- B. The PROFESSIONAL shall conduct up to twelve (12) 30-minute virtual progress meetings with the Owner on a monthly basis throughout project development and shall provide monthly progress reports to the Owner throughout project development.

V. Construction Stormwater General Permit

- A. PROFESSIONAL shall prepare and submit a Construction Stormwater General Permit and Storm Water Pollution Prevention Plan (SWPPP) to procure appropriate Notice of Intent for Construction.

VI. Utility Coordination

- A. The PROFESSIONAL shall identify and notify all affected utilities and coordinate plans for utility relocation. The PROFESSIONAL shall assist the Owner with the preparation of all required utility relocation agreements. The PROFESSIONAL shall maintain a record of all utility contracts to be submitted to the Owner.

VII. Lighting Design

- A. PROFESSIONAL shall provide Roadway Lighting design along the proposed new configuration and realignment of Peters Street and Hull Street from Pierce Street to Main Street in Whitestown, Indiana.
 1. The PROFESSIONAL shall prepare photometrics, voltage drop calculations and construction documents for providing roadway lighting along Peters Street/Hull Street.
 2. The PROFESSIONAL shall prepare final lighting design plans, as directed, for the roadway listed above, special provisions for the specifications, and other submittal documents in accordance with the following: the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets; Manual of Uniform Traffic Control Devices; and the Indiana Department of Transportation's Standard Specifications.
- B. PROFESSIONAL review submissions will consist of the following:
 1. Preliminary Field Check Plans
 - a. Coordination with the Town on Lighting Plan and Fixtures
 - b. Preliminary Field Check Lighting Design
 2. Stage 3 Plans
 - a. Stage 3 Lighting Design and Specifications
 - b. Stage 3 Quantities and Tables
 - c. Stage 3 Cost Estimate
 - d. QC/QA
 - e. Coordination with Town Reviewers

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3. Final Tracings & Contract Documents Package
 - a. Final Utility Coordination (including final power service)
 - b. Final Lighting Design and Specifications
 - c. Final Quantities & Tables
 - d. Final Cost Estimate
 - e. QC/QA

C. The PROFESSIONAL will attend up to two (2) coordination meetings at the request of the Client.

VIII. Turn Lane Analysis

- A. Traffic data from the recent *Whitestown Downtown Traffic Calming Study* will be utilized to develop traffic volumes for the study intersections.
- B. Forecast future traffic from the proposed development site based on the ITE Trip Generation Manual and a distribution/assignment of generated trips to the study intersections. Traffic will be forecasted for the site based upon information to be provided by the Town.
- C. Forecast the 10-year horizon background traffic to estimate the future year base line traffic volumes before the trips are added for the proposed development site. The background traffic volumes will be determined based on an annual growth rate applied to the existing traffic volumes. Historical traffic data will be reviewed to estimate growth in this area and consulted with the Town.
- D. Perform a right-turn lane and left-turn lane warrant analysis to determine the need for auxiliary lanes at turn lane lengths at the following intersections:
 1. Pierce Street & Peters Street
 2. Hull Street & Main Street
- E. Provide the results of the analysis in a technical memorandum detailing the results to the Town for inclusion in roadway design plans.

IX. Public Information Meeting

- A. The PROFESSIONAL shall prepare necessary documentation to advertise and conduct one (1) Public Information Meeting for the project. Public notices and presentation graphics will be prepared for the Public Information Meeting. This shall include publication of one (1) Public Notice in the local newspaper and mailings to all adjacent property owners. If the Owner requests additional public involvement meetings be held, additional or supplemental services will be required to facilitate these meetings.

X. Detention Design

- A. PROFESSIONAL will perform detention design for the proposed project to satisfy Boone County Drainage Board Requirements. Detention is anticipated to consist of in-line storm sewer detention.
- B. Plans will include grading and drainage details
- C. Drainage computations and summary report for the detention design will be compiled

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- D. Submittal of the detention design for approval to Whitestown TAC and Boone County Drainage Board is included
- E. One Design Team Meeting, One Pre-Filing Meeting, and one TAC Meeting are included

XI. Water and Sanitary Conflict Analysis & Mitigation Identification

PROFESSIONAL will complete a conflict analysis and mitigation identification which will include the following:

- A. Conflict Analysis
 - 1. Review preliminary roadway plans and identify potential horizontal and vertical conflicts with the proposed roadway and stormwater improvements for the existing Whitestown water main and will identify locations for potholing to verify conflicts. Prepare a PDF markup identifying conflict locations.
 - 2. Review preliminary roadway plans and identify potential horizontal and vertical conflicts with the proposed roadway and stormwater improvements for the existing Whitestown sanitary sewer. Prepare a PDF markup identifying conflict locations.
- B. Mitigation Identification
 - 1. Evaluate possible roadway or stormwater design modification that could mitigate the sanitary and water main conflicts identified during the conflict analysis. Possible mitigation measures could include curb turnouts, storm sewer plan and profile adjustments, storm sewer pressure pipe, storm inlet lining, etc. Prepare a PDF markup identifying mitigation options.
- C. Meetings - We anticipate attending the following meetings: one conflict analysis meeting, one mitigation identification meeting. All time for additional meetings will be an additional service.

XII. Geotechnical Engineering

- A. The PROFESSIONAL shall make or cause to be made a complete geotechnical investigation. The general scope of geotechnical services can be seen in Exhibit C. In the event more extensive boring, sampling, testing analyses and engineering services are needed, such services will be added via a supplemental contract.

XIII. Bidding Services

- A. PROFESSIONAL shall assist the Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
- B. PROFESSIONAL shall issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- C. PROFESSIONAL shall provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
- D. PROFESSIONAL shall consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

Mr. Danny Powers

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- E. PROFESSIONAL shall attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

XIV. Construction Phase Services

- A. The PROFESSIONAL shall review all shop drawings for this Contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The PROFESSIONAL's review will be conducted with reasonable promptness while allowing sufficient time in the PROFESSIONAL's judgment to permit adequate review. Review of a specific item shall not indicate that the PROFESSIONAL has reviewed the entire assembly of which the item is a component. The PROFESSIONAL shall not be responsible for any deviations from the Construction Documents not brought to the attention of the PROFESSIONAL in writing by the Contractor. The PROFESSIONAL shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- B. Following the award of a construction contract, the PROFESSIONAL will be responsible for attending the preconstruction meeting.
- C. During the course of construction, the PROFESSIONAL shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the PROFESSIONAL's plans. All such inquiries will be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The PROFESSIONAL shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

XV. Right-of-Way Engineering

- A. PROFESSIONAL shall provide right-of-way engineering services, to Owner, for the additional right-of-way needed for the project improvements for the affected parcels according to Exhibit D.

XVI. Land Acquisition Services

- A. PROFESSIONAL shall provide land acquisition services, to Owner, for the additional right of way needed for the project improvements for the affected parcels according to Exhibit D.

XVII. Items Excluded

- A. Stormwater BMP Design
- B. Pavement design
- C. Utility Relocation design
- D. Wetland and Stream Mitigation Design
- E. Preparation of Request for Corps Approved Jurisdictional Determinations or Waters of the State Determinations

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- F. National Environmental Policy Act or State Environmental Policy Act Documentation including but not limited to cultural resources reviews and Section 106
- G. Preparation of Section 401/404 permits
- H. Phase I or Phase II Environmental Site Assessment, including sampling for asbestos-containing materials or lead-based paint
- I. Tree restoration/mitigation plantings
- J. Subsurface Utility Engineering (SUE)
- K. Building Demolition Plans and Services
- L. Landscaping Design
- M. Retaining Wall Design
- N. Noise Wall Design
- O. Design of new or relocated municipal water and sanitary sewer utility facilities
- P. As-Built Drawings
- Q. Graphic Design
- R. Construction Inspection
- S. Sanitary and water relocation design
- T. Garage/parking lot/pedestrian lighting
- U. Investigation and evaluation of potential mitigation or restoration planting site(s)
- V. Outside plan reviews/coordination with agencies (beyond The Town of Whitestown and Boone County Drainage Board) relating to the READI Grant Money Funding.

Mr. Danny Powers

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SCHEDULE

No work under this Contract shall be performed by the PROFESSIONAL until the PROFESSIONAL receives a written notice to proceed from the Owner.

All work by the PROFESSIONAL under this Contract shall be completed and delivered to the Owner for review and approval within the approximate time periods shown in the following submission schedule:

- A. Topographic Survey complete within 60 calendar days after receipt of notice to proceed from the Owner.
- B. Roadway Design
 - 1. Preliminary Plans (40% submission) for review and utility coordination within 90 days after survey is complete and after receipt from the Owner to proceed with design.
 - 2. Stage 3 Plans (90% submission) within 90 calendar days after receipt from the Owner of approval of the Preliminary Plans.
 - 3. Final Tracings (100% submission) with cost estimates, special provisions, and bid documents within 60 calendar days after receipt from the Owner of approval of the Stage 3 Plans and after Right-of-Way Acquisition.

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COMPENSATION

1. The PROFESSIONAL shall be compensated for services to be performed under this Contract a total fee not to exceed **\$685,875** unless approved in writing by the Owner.
2. The PROFESSIONAL shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed **\$322,640** unless approved in writing by the Owner.

I.	Survey	\$62,000
II.	Road Design and Plan Development	\$123,400
III.	Wetland Delineation/Report	\$6,500
IV.	Project Management	\$14,600
V.	Construction Stormwater General Permit	\$11,300
VI.	Utility Coordination	\$16,300
VII.	Lighting Design	\$23,000
VIII.	Turn Lane Analysis	\$7,500
IX.	Public Information Meeting	\$15,600
X.	Detention Design	\$13,200
XI.	Water and Sanitary Conflict Analysis & Mitigation Identification	\$6,000
XII.	Geotechnical Engineering	\$13,440
XIII.	Bidding Services	\$9,800
3. The PROFESSIONAL shall be compensated for Right-of Way Engineering Services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit D, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed **\$103,750** unless and until a supplemental agreement is executed. **20** parcels are assumed.
4. The PROFESSIONAL will be compensated for Land Acquisition Services under this Contract based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit D, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed **\$242,785** unless and until a supplemental agreement is executed. **20** parcels are assumed.

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5. For construction phase services, the PROFESSIONAL will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by the hourly rates shown in Exhibit E, plus reimbursable expenses at their direct cost. The fees for construction phase services will not exceed \$16,700 unless and until a supplemental agreement is executed.
6. The PROFESSIONAL shall not be paid for any service performed by the Owner or not required to develop this project.

A. Method of Payment

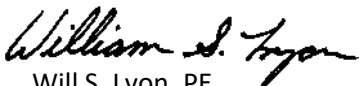
1. The PROFESSIONAL may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the Owner.

The invoice voucher shall represent the value, to the Owner, of the partially completed work as of the date of the invoice voucher. The PROFESSIONAL shall attach thereto a summary of each pay item in Section A.1 of this Appendix, percentage completed, and prior payments.

2. The Owner, for and in consideration of the rendering of the engineering services provided for in Appendix "A," agrees to pay to the PROFESSIONAL for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the PROFESSIONAL and the approval thereof by the Owner, payments covering the work performed shall be due and payable to the PROFESSIONAL.
 - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the PROFESSIONAL.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted as mutually agreed by the parties.

Thank you for this opportunity and we look forward to working with the Town of Whitestown on this project. If you should have any questions, please do not hesitate to contact me at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.



Will S. Lyon, PE
Vice President

WSL: pmm


Attachments

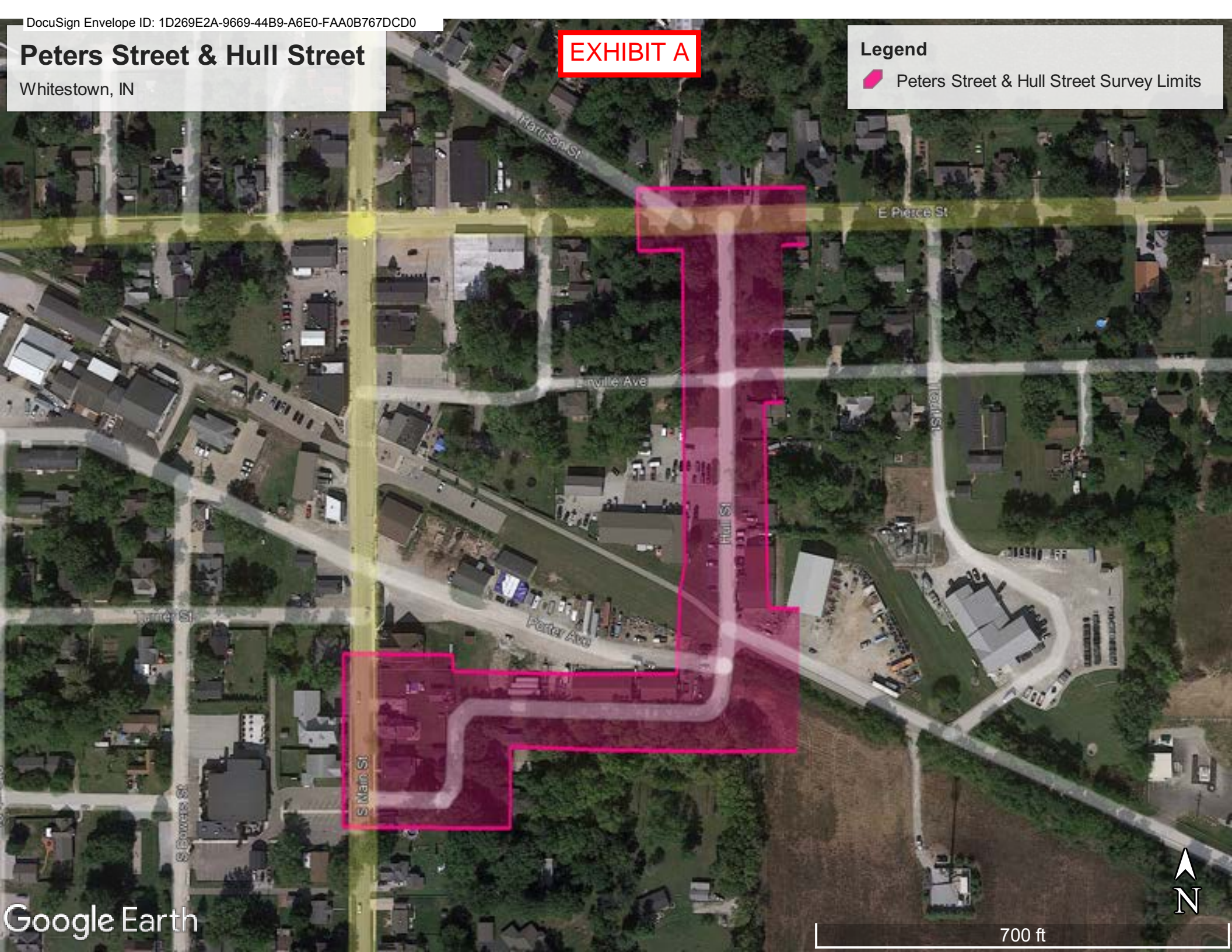
Peters Street & Hull Street

Whitestown, IN

EXHIBIT A

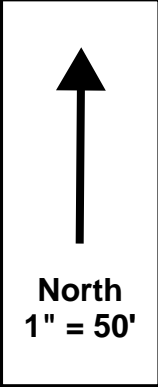
Legend

-  Peters Street & Hull Street Survey Limits



**Proposed Hull Street Improvement
Draft - Not for Construction
07-19-2022**

EXHIBIT B



Turner Street

S Main Street

Hull Street

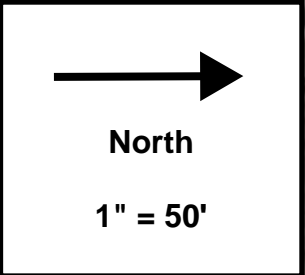
Hull Street

Neese Street

**Proposed Typical Section consists of:
(2) 12' lanes / 2' Curb and Gutter / 6' Sidewalks
on Both Sides of the Roadway**

**Proposed Peters Street Improvement
Draft - Not for Construction
08-16-2022**

EXHIBIT B



Big Four Trail

Access to be determined based on future site development layout

Linville Avenue

E Pierce Street

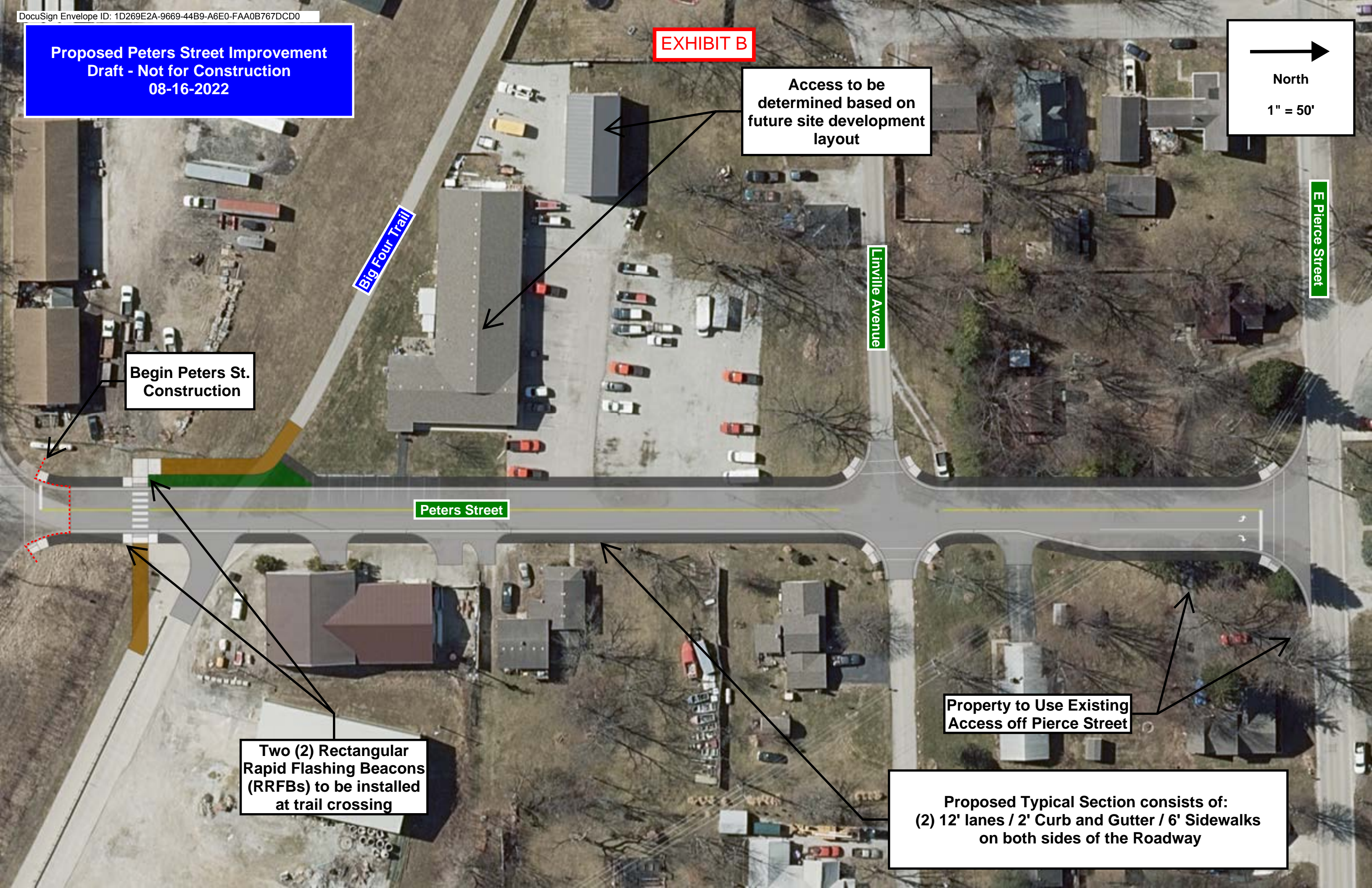
Begin Peters St. Construction

Peters Street

Two (2) Rectangular Rapid Flashing Beacons (RRFBs) to be installed at trail crossing

Property to Use Existing Access off Pierce Street

Proposed Typical Section consists of:
(2) 12' lanes / 2' Curb and Gutter / 6' Sidewalks on both sides of the Roadway





March 21, 2023

Mr. Tanner McKinney, P.E.
American Structurepoint, Inc. (ASI)
Via Email: TMcKinney@structurepoint.com

Re: Geotechnical Evaluation – Peters St & Hull St Improvements
Whitestown, Indiana
TCI Proposal No. PCJ235115

Dear Tanner,

We are pleased to provide a scope and fee for a geotechnical evaluation for the referenced project. We understand that representatives of the Town of Whitestown are planning to make improvements to Peters Street and Hull Street using local funds only.

Based on information provided by ASI, we understand that the improvements consist of realignment of a portion of Hull Street and reconstruction and widening on both Peters Street and Hull Street. The new roadways will be about 1,400 ft in combined length. Drainage improvements will include curb and gutter with enclosed storm sewers up to 10 ft deep. In addition, new sidewalks are proposed on both sides of the new roadways. Based on this, our scope of services will include:

- One mobilization for the exploratory activities, which will include up to three road borings up to a depth of 15 ft each. We anticipate that the Town of Whitestown will close the roads for these exploratory activities. We will coordinate our schedule with the Town of Whitestown prior to mobilization;
- A laboratory testing program sufficient to characterize the subsurface conditions; and
- A geotechnical report. The report will summarize our observations and test results and include foundation soil preparation recommendations, pavement design parameters, and storm sewer considerations. Geotechnical recommendations for elements outside of the above scope will not be included in our report.

For the scope above, we propose to provide our geotechnical services for a lump sum fee of \$13,440 per the attached fee justification. Note that road closure accounts for about 30 percent of our fee, and that the road closure portion of the fee can be waived if the Town of Whitestown can provide road closures during our fieldwork. We recommend you allocate four months from written notice to proceed for us to complete the above scope.

Thank you for reaching out, and we look forward to providing our services on this project. Feel free to contact us should you have any questions.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Zack A. Brady', written over a light gray signature line.

Zack A. Brady, P.E.
Senior Staff Engineer

VAS

Attachment:
Fee Justification – Geotechnical Evaluation

EXHIBIT C

**Fee Justification - Geotechnical Evaluation
Peters St & Hull St Improvements - PCJ235115
Whitestown, IN**

EXPLORATORY FIELD ACTIVITIES

Mobilization and demobilization	1 LS	\$500.00 / LS	500.00
Truck-mounted drilling operations	1 day	\$3,500.00 / day	3,500.00
Road closures	1 actual cost	\$3,655.00 / actual cost	3,655.00
Boring layout, permits and utility coordination	10 hr	\$115.00 / hr	1,150.00
		Subtotal	<u>8,805.00</u>

LABORATORY

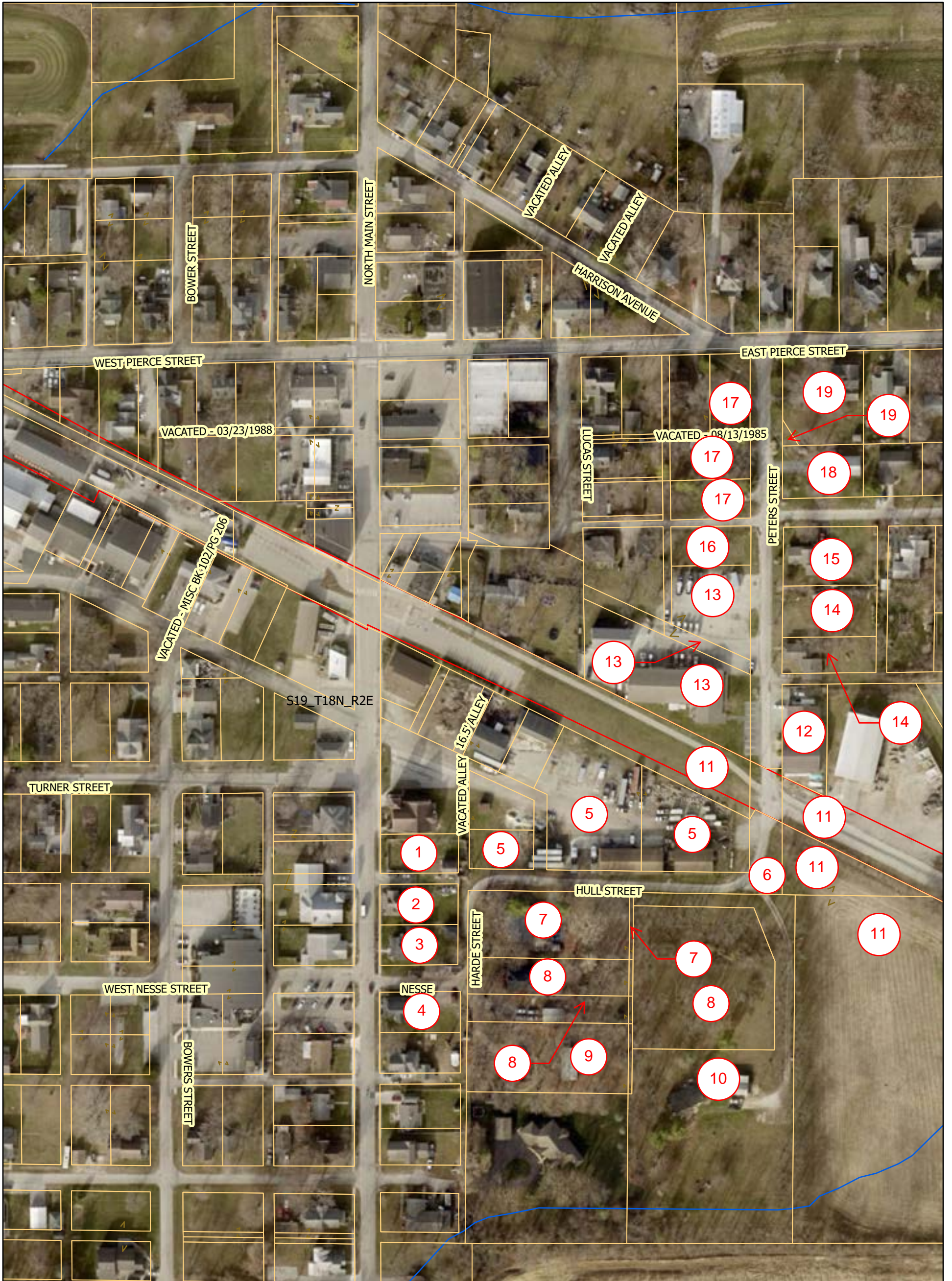
Visual soil/rock classification, moisture content and hand penetrometer readings	2 hr	\$80.00 / hr	160.00
Atterberg limits	3 ea	\$100.00 / ea	300.00
Grain size analysis	3 ea	\$160.00 / ea	480.00
Unconfined compression	3 ea	\$85.00 / ea	255.00
Standard Proctor	ea	\$160.00 / ea	
California bearing ratio (CBR)	ea	\$400.00 / ea	
Unit Weight	3 ea	\$40.00 / ea	120.00
Loss on Ignition	4 ea	\$50.00 / ea	200.00
Specific Gravity	ea	\$70.00 / ea	
Soluble Sulfate	1 ea	\$120.00 / ea	120.00
Topsoil Testing	ea	\$440.00 / ea	
Pavement core logging, summary	ea	\$80.00 / ea	
		Subtotal	<u>\$1,635.00</u>

ENGINEERING

Report of results, discussion, and recommendations	1 LS	\$3,000.00 / LS	3,000.00
		Subtotal	<u>\$3,000.00</u>

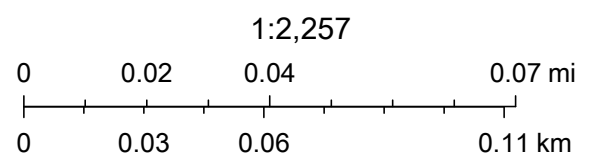
Estimated Total \$ 13,440.00

EXHIBIT D Boone County Web Map



3/20/2023, 10:29:02 AM

- ROAD TEXT
- LANDHOOKS
- PARCELS
- LEGAL DRAINS
- RAIL
- SECTIONS



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

**Peters Street & Hull Street
FEE PROPOSAL, Dated: 3/21/2023**

Parcel information		Right of Way Engineering							R/W Services						Total Fees	
Parcel	Owner	Tax I.D.	Appraisal Report Type	Title Work Fee	Title Update Fee	Plats and Legals	Staking Fee	Subtotal RW Engineering	Appraisal Fee	Second Appraisal Fee	Buying Fee (includes site update fee)	Recording	Relocation	Management Fee	Subtotal RW Service	Total Fees
1	Shrike, Brent	06-08-19-000-001.105-019	VF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 2,055.00	\$ 2,055.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 7,730.00	\$ 12,780.00
2	Shrike, Cindy M & Brent	06-08-19-000-001.200-019	SF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 3,375.00	\$ 3,375.00	\$ 2,160.00	\$ 150.00	\$ 4,330.00	\$ 1,310.00	\$ 14,700.00	\$ 19,750.00
3	Glassing, Suzanne K	06-08-19-000-001.196-019	LF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 4,815.00	\$ 4,815.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 13,250.00	\$ 18,300.00
4	Demyan, Kathryn	06-08-19-000-001.187-019	LF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 4,815.00	\$ 4,815.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 13,250.00	\$ 18,300.00
5	Larry Averitt LLC	06-08-19-000-001.104-019 06-08-19-000-001.107-019	VF	\$ 800.00	\$ 300.00	\$ 4,100.00	\$ 400.00	\$ 5,600.00	\$ 2,355.00		\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 5,975.00	\$ 11,575.00
6	St Marks Evangelical Lutheran	06-08-19-000-001.111-019	SF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 3,375.00	\$ 3,375.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 10,370.00	\$ 15,420.00
7	Caldwell, Devon T	06-08-19-000-001.192-019	LF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 4,815.00	\$ 4,815.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 13,250.00	\$ 18,300.00
8	Shields, Curtis R & Mary V	06-08-19-000-001.189-019 06-08-19-000-074.002-019	LF	\$ 800.00	\$ 300.00	\$ 4,100.00	\$ 400.00	\$ 5,600.00	\$ 5,415.00	\$ 5,415.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 14,450.00	\$ 20,050.00
9	Robling, Alex & Jeanine	06-08-19-000-086.000-019	LF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 4,815.00	\$ 4,815.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 13,250.00	\$ 18,300.00
10	Sanders, Michael W & Mary E	06-08-19-000-074.001-019	VF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 2,055.00	\$ 2,055.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 7,730.00	\$ 12,780.00
11	Town of Whitestown, Indiana	06-08-19-000-074.003-019 06-08-19-000-001.013-019 06-08-19-000-001.332-018	VF	\$ 1,200.00	\$ 450.00	\$ 4,100.00	\$ 400.00	\$ 6,150.00	\$ 2,355.00	\$ 2,355.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 8,330.00	\$ 14,480.00
12	Spees, Timothy R & Stacey J Living Trust	06-08-19-000-001.114-019	LF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 12,050.00	\$ 12,050.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 27,720.00	\$ 32,770.00
13	Progrphix Real Estate LLC	06-08-19-000-001.018-019	SF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 3,015.00	\$ 3,015.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 9,650.00	\$ 14,700.00
14	Green, Michael R	06-08-19-000-001.131-019 06-08-19-000-001.041-019	LF	\$ 800.00	\$ 300.00	\$ 4,100.00	\$ 400.00	\$ 5,600.00	\$ 4,815.00	\$ 4,815.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 13,250.00	\$ 18,650.00
15	Troy, James E Jr	06-08-19-000-001.040-019	VF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 2,055.00		\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 5,675.00	\$ 10,725.00
16	Reprogrphix Real Estate LLC	06-08-19-000-001.039-019	VF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 2,055.00		\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 5,675.00	\$ 10,725.00
17	Studer, Andy A III & Tina	06-08-19-000-001.061-019	LF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 5,415.00	\$ 5,415.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 14,450.00	\$ 19,500.00
18	Gibbons, Kimberly J	06-08-19-000-001.045-019	LF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 4,815.00	\$ 4,815.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 13,250.00	\$ 18,300.00
19	Rowe, John E & Mary Marguerite	06-08-19-000-001.084-019	LF	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 4,815.00	\$ 4,815.00	\$ 2,160.00	\$ 150.00		\$ 1,310.00	\$ 13,250.00	\$ 18,300.00
20	TBD	TBD	TBD	\$ 400.00	\$ 150.00	\$ 4,100.00	\$ 400.00	\$ 5,050.00	\$ 4,815.00	\$ 4,815.00	\$ 2,160.00	\$ 150.00	\$ 4,330.00	\$ 1,310.00	\$ 17,590.00	\$ 22,930.00
								\$ -							\$ -	\$ -
								\$ -							\$ -	\$ -
	UNALLOCATED FEE							\$ -							\$ -	\$ -
	Total			\$ 10,000.00	\$ 3,750.00	\$ 82,000.00	\$ 8,000.00	\$ 103,750.00	\$ 84,095.00	\$ 77,630.00	\$ 43,200.00	\$ 3,000.00	\$ 8,660.00	\$ 26,200.00	\$ 242,785.00	\$ 346,535.00

CONTRACT CONTROL

NOTE: Fees will only be billed as services are provided.
 NOTE: *If LPA records necessary documents, the Recording fee will not be billed.
 NOTE: Any revisions required to "Parcel Development" due to design changes will be charged at half of the original fee.

FINAL FOR PMS REVIEW 3/21/2023
FINAL APPROVED BY PM FOR CONTRACT PURPOSES 3/21/2023

**AMERICAN STRUCTUREPOINT, INC.
TRANSPORTATION GROUP
2023 STANDARD HOURLY RATES SCHEDULE**

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from Jan 1, 2023, to Dec 31, 2023 are:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$395
Project Manager	\$305
Senior Engineer	\$230
Project Engineer	\$190
*Staff Engineer	\$135
Senior Planner	\$190
Project Planner	\$175
*Staff Planner	\$95
Senior Environmental Specialist	\$280
Environmental Specialist	\$170
*Staff Scientist	\$110
Senior Designer	\$260
*Designer	\$205
*Senior Technician	\$180
*Technician	\$125
*Researcher	\$150
Senior Registered Land Surveyor	\$250
Registered Land Surveyor	\$200
Staff Land Surveyor	\$140
*Senior Survey Crew Chief	\$210
*Survey Crew Chief	\$155
*Survey Crew Member (1)	\$105
*Resident Project Representative	\$190
*Construction Inspector	\$135
*Interns and Co-ops	\$80
Landscape Architect	\$160

*Rates for these classifications are subject to overtime premium of an additional 0.18 x hourly rate.

REIMBURSABLE EXPENSES

Reimbursable expenses include direct expenses incurred by American Structurepoint, Inc., or our consultants in the performance of work which is directly related to the project. These expenses are in addition to compensation for Basic and Supplemental services. Reimbursable expenses will be invoiced at 1.1 times our direct costs. These expenses include, but are not limited to, the following:

- Renderings, models, or colored elevations
- Governmental agency review or permit fees
- Reproduction of documents for governmental agency review, bidding, or construction
- Reimbursable expenses charged to us by subconsultants
- Airline tickets, car rental, mileage, and per diem expenses for out-of-town travel
- Couriers and overnight deliveries, including FedEx, UPS, or similar carriers

The following expenses, if incurred in the process of providing professional services included in basic services, are included in the fee noted and are not considered reimbursable expenses:

- Printing for in-house purposes and progress meetings
- Plotting expenses
- Computer charges
- Postage and handling