

Whitestown Redevelopment Commission

Contract for Services

American Structurepoint, Inc.

Service Provider

CR 575E Roadway Project from Perry Worth Road to CR 500S Program Management & Construction Inspection, Whitestown, IN

Type of Service

This Contract for Services (hereinafter referred to as "Agreement"), entered into by and between the Town of Whitestown Redevelopment Commission (hereinafter referred to as "RDC", and the Town of Whitestown 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 RDC.

SECTION II. TERM.

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and RDC 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 RDC and Contractor and attached hereto as an amendment, and following approval of such amendment by the RDC.

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 appropriate information request by RDC to verify and approve such claims. RDC 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 RDC 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 RDC. 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 RDC for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate RDC 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 RDC or the RDC President or his/her designee. In the event that RDC 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. RDC 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 RDC.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to RDC, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of RDC, 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 RDC and Whitestown Information. Contractor understands that the information provided to it or obtained from RDC or Whitestown during the performance of its services may be confidential and may not, without prior written consent of RDC, be disclosed to a person not in RDC or 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 RDC and 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 RDC 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, RDC that is required to be kept confidential by RDC 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 RDC or any other authorized representative of RDC. Copies thereof, if requested, shall be furnished at no cost to RDC.
- 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 RDC and all such matters will be the property of RDC. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of RDC, 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 RDC 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 RDC. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

In the event the RDC subsequently uses the documents or materials without retaining the services of Contractor, RDC releases the Contractor only from claims and causes of action arising from such subsequent use, but not under the services of this Agreement. RDC, 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 RDC'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 RDC 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 RDC's intent to terminate, and (b) an opportunity for consultation with RDC 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 RDC 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 RDC for RDC'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 RDC prior to termination. If RDC effects termination for convenience, Contractor's compensation shall be equitably adjusted.

4.07.3 Upon receipt of a termination action for default or for RDC's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to RDC 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 RDC. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 4.07.2 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 RDC are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then RDC 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 RDC, by contractor or any of its employees, agents, or subcontractors, RDC shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to RDC. 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 RDC 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. RDC will not provide such indemnification to the Contractor. This provision shall survive any termination of this Agreement.
- 4.11 Insurance. Contractor shall add and maintain RDC and Whitestown as additionally named insureds on a Comprehensive General Liability ("CGL") insurance policy acceptable to RDC, with coverage being primary and non-contributory with respect to any insurance carried by RDC or Whitestown and shall also waive all rights of subrogation against RDC and Whitestown. The CGL insurance policy shall provide coverage on an occurrence basis with a per occurrence limit of no less than five million dollars (\$5MM) for bodily injury and broad form property damage, including any damage to RDC or Whitestown property. The Contractor shall further maintain professional liability insurance of at least two million dollars (\$2MM) per occurrence covering negligent acts, errors, and omissions in the performance of professional services. The Contractor shall furnish certificates of insurance provided by the insurer, and the certificates shall provide that such insured is in effect and will not be cancelled during the required period without thirty (30) days prior written notice of such cancellation to RDC.
- 4.12 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:
- | | |
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| <p><u>To Contractor:</u></p> <hr/> <p>American Structurepoint, Inc.
 0 5 Ri er Road, Suite 00
 Indianapo is, IN 0
 Attn Cash E. Canfie d</p> | <p><u>To RDC:</u></p> <p>Town of Whitestown Redevelopment Commission
 Whitestown Municipal Complex
 6210 S 700 E
 Whitestown, IN 46075
 Attn: Economic Development Director</p> |
|--|---|
- 4.13 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with RDC. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and RDC 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 RDC 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 RDC for such costs. RDC may withhold payments on disputed items pending resolution of the dispute.
- 4.14 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.
- 4.15 Conflict of Interest. Contractor certifies and warrants to RDC 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 RDC. For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to RDC that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Whitestown.
- 4.16 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.

- 4.17 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 RDC 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 RDC. Suit, if any, shall be brought in the State of Indiana, County of Boone.

- 4.18 Waiver. RDC'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 RDC's rights or remedies.
- 4.19 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.
- 4.20 Attorneys' Fees. Contractor shall be liable to RDC for reasonable attorneys' fees incurred by RDC 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.
- 4.21 RDC and Whitestown Officials. No official, director, officer, employee, or agent of RDC or 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 RDC. This provision shall survive any termination of this Agreement.
- 4.22 Successors and Assigns. RDC 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 RDC. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of RDC or Whitestown.
- 4.23 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 RDC.
- 4.24 E-Verify & Iran Investment Activities. 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 EMPLOY AN UNAUTHORIZED ALIEN. Contractor further certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

- 4.25 Debarment and Suspension. Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor. Contractor shall provide immediate written notice to RDC if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein. Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

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 RDC and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by RDC 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 RDC and Contractor, and following approval of such amended or modified terms by the RDC.
- 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 RDC or Contractor, the document or provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to RDC, 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 RDC solely by virtue of RDC or RDC’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 Redevelopment Commission
 (“RDC”)

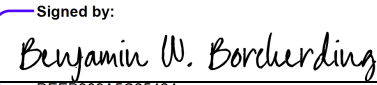
(“Contractor”)

By: _____

Printed: _____

Title: _____

Date: _____

Signed by:

 By: _____
 DEEB909A5C25424...
 Printed: Benjamin W. Borcharding
 Title: Chief operating officer
 Date: 4/28/2025

4986933



AMERICAN
STRUCTUREPOINT
INC.

Attachment A

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

April 24, 2025

Mr. Sri Venugopalan
Town Engineer
Town of Whitestown
6210 Veterans Drive
Whitestown, Indiana 46075

Re: CR 575E Roadway Project from Perry Worth Road to CR 500S Program Management & Construction Inspection – Whitestown, Indiana

Dear Mr. Venugopalan,

American Structurepoint, Inc. is pleased to submit this proposal for Program Management and Construction Inspection for the CR 575E Roadway Project from Perry Worth Road to CR 500S. The services will be performed as outlined below.

I. Program Management:

- A. The PROFESSIONAL shall provide Program Management for the CR 575E Roadway Project between Perry Worth Road & CR 500S. The project construction scope is anticipated to consist of the public infrastructure as indicated on the attached figures Exhibit C and Exhibit D from the Economic Development Agreement.
- B. The Program Management anticipated to be for the 79 weeks of project duration as outlined in the Economic Development Agreement. It is anticipated this begins when the Economic Development Agreement is approved. If the project timeline exceeds this amount, a supplemental agreement for Program Management will be required.
- C. The Program Management tasks are anticipated to consist of:
 - 1. PROFESSIONAL will assist the Town in overseeing the general progress of the public infrastructure project in regards to schedule, design progression, and quality standards.
 - 2. PROFESSIONAL shall virtually attend 60-minute developer lead progress meetings with the Town/Development Team every two (2) weeks throughout the project development (up to 40 meetings).

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3. PROFESSIONAL shall conduct 30-minute virtual management meetings with the Town every two (2) weeks throughout the project development (up to 40 meetings).
4. PROFESSIONAL shall assist with the review of the public infrastructure project's design plans and technical specifications at milestone submittals (20% / 40% / 60% / 90% Plans).
5. PROFESSIONAL will work with the Town to identify potential delays, risks, or other issues that arise during the development of the project.

II. Construction Inspection:

A. ENGINEERING PERSONNEL

1. For the fulfillment of all services outlined in Section B below, the PROFESSIONAL will provide the Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.
2. The qualifications and experiences of personnel provided by the PROFESSIONAL are subject to approval by the Town, and no personnel will be assigned to the project until the Town's approval is obtained.
3. The Resident Project Representative will report to the Town on all matters concerning contract compliance and administration.
4. The Resident Project Representative will coordinate project activities with Town's project manager.

B. DESCRIPTION OF SERVICES

1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the Town concerning the schedule's acceptability.
2. Conferences: Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the Town.

The PROFESSIONAL shall be available for conferences as requested by the Town to review working details of the project. The Town may review and inspect the activities whenever desired during the life of the agreement.

3. Liaison: Serve as the Town's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the Town.
4. Cooperate: Cooperate with the Town in dealing with various federal, state, and local agencies having jurisdiction over the project.

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5. Obtain from the Contractor
 - a. A list of his proposed suppliers and subcontractors
 - b. Additional details or information when needed at the job site for proper execution of the work
6. Certification of Materials: Check for completeness of certifications of materials delivered to the site.
7. Shop Drawings
 - a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.
 - b. Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Town when it is necessary to disapprove work as failing to conform to the Contract Documents.
8. Review of Work, Inspection, and Tests
 - a. Conduct on-site inspections for the Town, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents
 - b. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the Town
 - c. Verify that the required quality control sampling and testing by the contractor has been accomplished and materials certification has been provided by the Contractor.
 - d. Review the Contractor's test/certification results and perform quality assurance testing for soil and aggregate compaction testing, if necessary. Perform concrete testing for quality assurance testing, if necessary. Retain test results in the project file.
 - e. Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.
 - f. Review the Contractor's as built documents and submission for conformance with the Town's requirements
9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Town.
10. Records
 1. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and

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- additional drawings subsequent to the award of the Contract, progress reports, and other project related documents
2. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the Town.
 3. Maintain for the Town, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
 4. Maintain for the Town a set of field drawings on which authorized changes are noted and deliver to the Town upon request, but in any event, at the completion of the project
 5. Prepare the Final Construction Record and Final Estimate as required by the Town
11. Reports: Furnish to the Town at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule
 12. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Town for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
 13. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
 14. Work Schedule and Suspension: The PROFESSIONAL's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the Town. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the PROFESSIONAL may also be suspended without cost to the project.
 15. Contract Administration: The PROFESSIONAL will administer the contract in accordance with Town's procedures.
 16. If directed by the Town, the PROFESSIONAL shall prepare, as needed, design, survey, right-of-way, and other services consistent with the previous services that have been performed by the PROFESSIONAL on this project. These services will be performed and paid for based on an amendment to this agreement to be negotiated between the Town and the PROFESSIONAL.
 17. If the Town requests services beyond the scope of this agreement and capabilities of the PROFESSIONAL, PROFESSIONAL will prepare an amendment to provide these services through a subconsultant approved by the Town.

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III. Excluded Items:

- A. Utility relocation coordination / review / design
- B. Roadway / Drainage design and signed and sealed plans
- C. Financial / budget tracking
- D. Community outreach
- E. Permitting
- F. Design review of private infrastructure
- G. Digital as-builts
- H. Land acquisition services
- I. Public involvement
- J. Detention reviews / site drainage reviews

SCHEDULE

No work under this Proposal 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. Program Management
 - 1. Program Management shall be provided for the 79 week project duration which is anticipated to begin when the site Economic Development Agreement is approved.
- B. Construction Inspection
 - 1. The PROFESSIONAL will be prepared to begin the services under this Agreement within five (5) days after a letter of notice to proceed is received from the Town. The PROFESSIONAL shall complete and deliver the final project documents and final estimate to the Project Manager within sixty (60) days after the project's final acceptance by the Town.
 - 2. The assumed duration of the Project is 79 weeks. If the project timeline exceeds this, a supplemental agreement will be required.

American Structurepoint shall have no responsibility for any services or work, except as expressly identified in our agreement or as subsequently agreed to in writing. Any and all actions, communications, or work by American Structurepoint related to the project shall be subject to the terms of our agreement, except as otherwise stated by American Structurepoint. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, for the safety of persons on or off the job site, or the schedule. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint's services are intended for the sole benefit of the client and are not intended to create any rights or benefits for any other parties. American Structurepoint shall not be responsible for the acts or omissions of the owner, the contractor and subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

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COMPENSATION

The PROFESSIONAL shall be compensated for services to be performed under this Contract a total fee not to exceed **\$1,499,800** unless approved in writing by the Owner.

1. For Program Management, the PROFESSIONAL shall 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 A, plus reimbursable expenses at their direct cost. The fees for Program Management will not exceed **\$250,000** unless and until a supplemental agreement is executed.
2. For Construction Inspection, 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 A, plus reimbursable expenses at their direct cost. The fees for Construction Inspection will not exceed **\$1,249,800** unless and until a supplemental agreement is executed.
3. The PROFESSIONAL shall not be paid for any service performed by the Owner or not required to develop this project.

Method of Payment

1. The PROFESSIONAL may submit a maximum of one invoice voucher per calendar month for work covered under this Proposal. 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 this Compensation section, percentage completed, and prior payments.

2. The Owner, for and in consideration of the rendering of the engineering services provided for in Proposal, 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.

Sri, thank you for this opportunity and we look forward to working with the Town of Whitestown on this project. If the terms of this proposal are acceptable, please send us an agreement for review and execution. We will consider receipt of a fully executed agreement our notice to proceed.

If you should have any questions, please do not hesitate to contact me at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.



Mike McBride, PE
Vice President



Benjamin W. Borcharding, PE
Chief Operating Officer

Attachments

EXHIBIT A

**AMERICAN STRUCTUREPOINT, INC.
TRANSPORTATION GROUP
2025 STANDARD HOURLY RATES SCHEDULE**

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from Jan 1, 2025, to Dec 31, 2025 are:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$445
Project Manager	\$340
Senior Engineer	\$260
Project Engineer	\$215
*Staff Engineer	\$160
Senior Planner	\$210
Project Planner	\$195
*Staff Planner	\$110
Senior Environmental Specialist	\$305
Environmental Specialist	\$190
*Staff Scientist	\$120
Senior Designer	\$300
*Designer	\$235
*Senior Technician	\$215
*Technician	\$140
*Researcher	\$170
Senior Registered Land Surveyor	\$285
Registered Land Surveyor	\$225
Staff Land Surveyor	\$150
*Senior Survey Crew Chief	\$225
*Survey Crew Chief	\$170
*Survey Crew Member (1)	\$115
*Resident Project Representative	\$215
*Construction Inspector	\$150
*Interns and Co-ops	\$90
Landscape Architect	\$175

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

Rates shall be escalated at the rate of 5% per year and will be applicable on Jan 1st of each year.

EXHIBIT A

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

FIGURES FROM THE ECONOMIC DEVELOPMENT AGREEMENT

EXHIBIT C On-Site Public Infrastructure

- The infrastructure generally depicted in the drawings below, and including:
 - Extension of County Road 550 South and all associated utilities;
 - Extension of County Road 575 East and all associated utilities;
 - New Roundabout along County Road 550 South;
 - New Roundabout along County Road 575 East;
 - New Public Trail;
 - Central Road and all associated utilities; and
 - A Public Park.



AND



AND



FIGURES FROM THE ECONOMIC DEVELOPMENT AGREEMENT

EXHIBIT D Off-Site Public Improvements



- i. Widening of County Road 575 East for 4-lane right-of-way with median.
- ii. Roundabout at 575 East & 500 South

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: Town of Whitestown, Indiana

DESCRIPTION: CR 575E from I-65 to CR 500S

NOTICE TO PROCEED: July 1, 2025 Anticipated

SUBSTANTIAL COMPLETION DATE: November 30, 2026 Anticipated

FINAL COMPLETION DATE: December 31, 2026 Anticipated

PRECONSTRUCTION ACTIVITIES:	6/29/2025	to	10/4/2025	=	14.00 weeks
CONSTRUCTION ACTIVITIES	10/5/2025	to	11/28/2026	=	60.00 weeks
POST-CONSTRUCTION ACTIVITIES:	11/29/2026	to	1/2/2027	=	<u>5.00 weeks</u>
					79.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

LABOR
SENIOR ENGINEER:

Regular time:	79.00	weeks	@	2	hours/week	=	158	hours
SENIOR ENGINEER TOTAL HOURS							=	158 hours

RESIDENT PROJECT REPRESENTATIVE:

Preconstruction Activities:

Regular Time:	14.00	weeks	@	20	hours/week	=	280	hours
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Construction Activities:

Regular Time:	60.00	weeks	@	40	hours/week	=	2,400	hours
Overtime (assume 0%)	2,400		@	0%		=	-	hours

Post-Construction Activities:

Regular Time:	5.00	weeks	@	40	hours/week	=	200	hours
RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS							=	2,880 hours
RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS							=	- hours

INSPECTOR(S):

Construction Activities: (assume 1.5 inspector(s) needed):

Regular Time:	60.00	weeks	@	60	hours/week	=	3,600	hours
Overtime (assume 0%)	3,600		@	0%		=	-	hours

Post-Construction Activities: (assume 0 inspector(s) needed):

Regular Time:	5.00	weeks	@	-	hours/week	=	-	hours
INSPECTOR(S) TOTAL REGULAR HOURS							=	3,600 hours
INSPECTOR(S) TOTAL OVERTIME HOURS							=	- hours

INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

CLIENT: Town of Whitestown, Indiana

DESCRIPTION: CR 575E from I-65 to CR 500S

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Senior Engineer	\$ 268.56	158	\$ 42,432.00
Resident Project Representative	\$ 222.08	2,880	\$ 639,578.73
Resident Project Representative (Overtime)	\$ 262.05	-	\$ -
Inspector(s) (Regular)	\$ 154.94	3,600	\$ 557,772.15
Inspector(s) (Overtime)	\$ 182.83	-	\$ -
Intern(s) (Regular)	\$ 92.96	-	\$ -
Intern(s) (Overtime)	\$ 109.70	-	\$ -
Testing Laboratory Services (as needed)			\$ 10,000.00
		TOTAL INSPECTION FEE	<u>\$ 1,249,782.89</u>

Note: Rates are escalated and blended for the anticipated duration.