

Whitestown Redevelopment Commission Contract for Services

American Structurepoint, Inc.

Service Provider

CR 575E from CR 500S to CR 400S Engineering Services

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:

<u>To Contractor:</u>	<u>To RDC:</u>
American Structurepoint, Inc. 9025 River Road, Suite 200 Indianapolis, Indiana 46240 Attn. Cash E. Canfield	Town of Whitestown Redevelopment Commission Whitestown Municipal Complex 6210 S 700 E Whitestown, IN 46075 Attn: Economic Development Director

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 EMPLOYEE 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")

By: _____

Printed: _____

Title: _____

Date: _____

("Contractor")

Signed by:
By: 
DEEB909A5C25424

Printed: Benjamin W. Borcherding

Title: Chief Operating Officer

Date: 11/14/2025

4986933



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

November 14, 2025

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

Re: CR 575E from CR 500S to CR 400S – Whitestown, IN

Dear Mr. Venugopalan,

American Structurepoint, Inc. and maybe hereby referred to as “Engineer” throughout is pleased to submit this proposal for the roadway project: CR 575E from CR 500S to CR 400S for engineering services. It is anticipated that this project will be funded for design and construction with 100% Local Funds. 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. Beginning approximately 100' north of the intersection of CR 575E and CR 500S and heading north approximately 6,000' to a point approximately 800' north of the intersection of CR 575E and CR 400S. Survey also includes approximately 500' along CR 450S and approximately 1,000' along CR 400S. Survey is approximately 190' in width and can be seen in Exhibit A.
 2. The survey area is based off the 2023 CR 575E Project Layout Exhibit as seen in Exhibit B.
- B. The Engineer's work shall be in accordance with I.C. 25-21.5; 865 I.A.C. 1-12; and the INDOT Design Manual (IDM). If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the INDOT Design Manual, the order of precedence shall be:
 1. I.C. 25-21.5
 2. 865 I.A.C. 1-12
 3. INDOT Design Manual

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C. Engineer will prepare a Route Survey for the project in accordance with Section 865 IAC 1-12-21 through 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. Vertical datum shall be NAVD88 from an OPUS solution unless an existing benchmark is in close proximity to the project. Project temporary benchmarks (TBMs) shall be set at intervals that do not exceed ±1/4 mile (minimum of three) with descriptions and elevations identified to the nearest 0.01'.
5. Set temporary benchmarks on site for use during construction
6. 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
7. Provide location, size, depth, material, and direction of flow for sanitary and storm sewers serving or on the site
8. Pickup SUE QL-B marks identified by the project
9. 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 fieldwork. Additional requests and follow-ups are not included in this task.
10. Download field data to complete Open Roads Designer Drawings of planimetric features as well as topography for creation of a surface model and contours
11. 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.

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II. Roadway Design and Plan Development

- A. The Engineer shall prepare Preliminary Plans (40%), Stage 3 Plans (90%), and Final Tracings Plans (100%), special provisions for the specifications, and opinion of probable construction cost for CR 575E from CR 500S to CR 400S. 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.
 1. The road design limits are along CR 575E from approximately 200' north of CR 500S to approximately 800' north of CR 400S where it ties back into the existing roadway. The project includes a multi-lane roundabout at the intersection of CR 575E and CR 450S and a multi-lane roundabout at the intersection of CR 575E and CR 400S. See Exhibit B with the conceptual project layout exhibit.
 2. CR 575E typical section is anticipated to consist of (4) 12' travel lanes, a 12' raised median, 2' curb and gutter on the outsides, a 6' sidewalk on the east side of the roadway, and a 10' shared-use path on the west side of the roadway.
 3. It is anticipated that Town Standards will be utilized for the roadway pavement section.
 4. It is anticipated that the drainage will consist of an enclosed storm sewer system which will outlet to existing retention ponds adjacent to the project and to Fishback Creek.
 5. The design of 4 culverts under CR 575E is included in this scope including one culvert approximately 1,000' south of CR 400S, one approximately 350' south of CR 450S, one culvert approximately 1,000' south of CR 450S, and one culvert approximately 1,200' south of CR 450S. The design of 1 culvert under CR 450S approximately 300' west of CR 575E.
 6. The maintenance of traffic for this project is anticipated to consist of a full closure at CR 575E and CR 450S with a local detour route. The maintenance of traffic at CR 575E and CR 400S is anticipated to be phased construction.
 7. The contract plans shall include a Title Sheet, Index Sheet, Typical Section Sheets, Miscellaneous Details Sheets, Plat No. 1 Sheets, Reference Points Sheets, Detour Sheets, Maintenance of Traffic Sheets, Plan and Profile Sheets, Construction Details Sheets, Roundabout Alignment Sheets, Spot Elevation Sheets, Pavement Marking and Signing Sheets, Erosion Control Sheets, Roundabout Lighting Sheets, Structure Data Table, Underdrain Table, Pipe Material Table, Approach Table, and Cross-Sections.
 8. An opinion of probable construction cost shall be prepared for the project.

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III. Project Management

- A. The Engineer shall provide overall project management for the project. Project Management duties include schedule development and management, stakeholder coordination, subconsultant coordination, and monitoring project budget.
- B. The Engineer shall conduct 30-minute virtual progress meetings with the Owner on a monthly basis throughout the project development (up to 24 meetings).
- C. The Engineer shall provide monthly project progress reports resulting from the monthly progress meetings to the Owner throughout the project development.
- D. The Engineer shall conduct internal coordination meetings with design team and QA.
- E. The Engineer shall attend up to three (3) meetings with adjacent developments regarding project design coordination items.

IV. Bridge Design

- A. The Engineer shall complete the bridge design and construction documents for the replacement CR 575 E bridge over Fishback Creek in Whitestown, IN. The scope of work assumes one bridge crossing. The Engineer shall prepare Preliminary Plans, Stage 3 plans, and preliminary opinions of probable construction cost, 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: AASHTO LFRD Bridge Design Specifications, 9th Edition and subsequent interim specifications.
- B. Following approval of the Stage 3 Plans, the Engineer will prepare contract bid documents and all applicable documentation in accordance with INDOT Design Manual Chapter 14-1.02(04).
- C. Load Rating for this structure is assumed to be completed by others. Details for retaining walls are not anticipated and are not included with this scope.

V. Hydraulic Analysis and Floodplain Permitting

- A. A regulated floodway exists for Fishback Creek within the project limits, which will be impacted and require Construction in a Floodway Permit from the Indiana Department of Natural Resources (IDNR). The Engineer shall perform a hydraulic analysis in accordance with the current Indiana Design Manual, Part 2. This will include hydraulic modeling using HEC-RAS and a hydraulic summary. Necessary documentation will not be submitted to INDOT Office of Hydraulics for hydraulic approval pursuant to INDOT Design Memo 18-12. If the determination is made that an IDNR Construction in a Floodway permit is required, an application will be completed and submitted to IDNR. If the project does not fall under a hydraulic modeling exemption, the hydraulic analysis along with the supporting hydraulic summary and computations will be submitted along with the IDNR Construction in a Floodway application.
- B. Tree clearing is anticipated within the regulated floodway. Should tree mitigation be required for this project, it is assumed this will be completed utilizing the in-lieu fee mitigation program.
- C. The Engineer shall coordinate with the County Surveyor and subsequent County Drainage Board to secure a regulated drain permit, as required by those entities. Coordination with and any fees due to a third-party review for approval by the drainage board is not anticipated by this scope of services.
- D. The Engineer shall coordinate with the applicable Local Floodplain Administrator(s) with jurisdiction of the floodplain affected by the proposed project to secure a floodplain development permit, as required by those entities. Coordination with and any fees due to a third-party review for approval by the drainage board is not anticipated by this scope of services.

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- E. The Engineer shall prepare and submit a Conditional Letter of Map Revision (CLOMR) permit application to the Federal Emergency Management Agency (FEMA) due to anticipated impacts to Fishback Creek Zone AE Special Flood Hazard Area under FEMA's jurisdiction. This CLOMR will be for the purposes of the proposed roadway/bridge construction within that Special Flood Hazard Area. Permit application and review fees are included as noted in the fee justification. Note the final Letter of Map Revision (LOMR) will be required post construction of the project and no scope is included for this effort.

VI. Headwall and Wingwall Design

- A. The Engineer shall prepare final headwall design and details as required for the headwalls at each end of up to four culvert crossings of CR 575E affected by the project. The design will conform to INDOT design criteria listed in the INDOT Design Manual.
- B. The Engineer shall develop the headwall loads, size the footings, and design the reinforcement for the concrete headwalls. Appropriate design calculations, reinforcement design and required detail sketches will be included.

VII. Utility Coordination

- A. The Engineer shall provide coordination necessary to process utility relocation information to secure appropriate certifications and approvals necessary for construction of this project including:
 1. Coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.
 2. Assisting the Owner with the review of all required utility relocation agreements.
 3. Holding a Preliminary Field Check meeting with all utilities to discuss potential conflicts arising from the project.

VIII. Environmental Services

- A. The Engineer shall prepare a Wetland Delineation Report to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance and minimizations efforts for the proposed project. The Wetland Delineation will be prepared 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. It is anticipated that one site visit during the growing season will be necessary to complete this work. 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.
- B. If required, the Engineer shall prepare and submit a request for Corps Approved Jurisdictional Determination (AJD) to exempt isolated wetlands and ephemeral streams which may be present onsite from Corps regulation. Once issued the AJD is valid for a period of five years unless new information warrants revisions. Additionally, upon receipt of the AJD the Engineer shall submit IDEM Waters of the State Determination Worksheets for isolated wetlands to determine state wetland classes and potential wetland exemptions to exclude these from state regulation.

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- C. If required, the Engineer shall prepare and submit the appropriate permit applications for the project including Section 401 Nationwide Permit (NWP) to the Indiana Department of Environmental Management (IDEM) and Section 404 NWP to the United States Army Corps of Engineers (USACE). If during coordination with the USACE or IDEM it is determined that an individual permit, isolated wetland permit, and/or mitigation is required for impacts to water resources, the work to identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.

IX. Roundabout Lighting Design

- A. The Engineer shall prepare lighting design plans for the proposed roundabouts at the intersection of CR 575 E & CR 400 S (Albert S. White Dr) and at the intersection of CR 575 E & CR 450 S. The lighting design services consist of preparing lighting design plans, specification, and quantities for the following submittals: Preliminary Plans (40%), Stage 3 Plans (90%), and Final Tracings Plans (100%). The light pole and luminaire fixtures shall be selected by the Town of Whitestown.
- B. The lighting design will be based on the current editions of the *Indiana Design Manual*, the ANSI-IES guidelines, and the Town of Whitestown design standards.
- C. This task is anticipated to include the following:
 1. Photometric analysis of the horizontal and vertical illuminance for vehicles and pedestrians using Visual Lighting 2020 to determine the layout of the light poles (location and offset).
 2. Determination of lighting circuitry and voltage drop calculations, quantity calculations and cost estimation, and lighting specifications.
 3. This task is NOT anticipated to include continuous/corridor lighting, underpass lighting, or pedestrian mid-block crossing lighting.

X. Construction Stormwater General Permit

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

XI. Subsurface Utility Engineering (Quality Level B)

- A. Engineer shall utilize the following methods to interpret the presence of subsurface utilities consistent with Utility Quality Level-B:
 1. Requesting records from utilities, onsite visit, and digital walkthrough
 2. Estimated footage for billing purposes is assumed based on the records obtained and may fluctuate based on additional findings during utility targeting
 - a. Approximately 5 different utility companies for the length of the project – totaling 30,000 feet.
 3. Using passive and direct connect methods of electromagnetic locating the horizontal position of utility facilities based on the records obtained in the research phase. Every reasonable effort will be made to locate horizontal position of all utility facilities of which we have been made aware of within the provided project area, in accordance with ASCE standard 38-22.
- B. Engineer shall provide the following deliverables once targeting is complete:
 1. A field drawing depicting approximate locations of facilities found, matrix of utility facilities found, and photos of marks (paint and flags) associated with targeting services. An in-office review will be conducted for quality control. Following quality review; targeting staff and survey team assigned to the project will work together to provide CAD - MicroStation (.dgn) files.

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2. KMZ and SHAPE files depicting approximate locations of facilities found, and photos of marks (paint and flags) associated with targeting services. An in-office review will be conducted for quality control.
3. All SUE deliverables provided will be annotated with quality level in accordance with ASCE standard 75-22.
4. Any services required beyond these items will be considered additional services and will require an additional fee proposal.

XII. Geotechnical Investigation

- A. The Engineer 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. Detention Design

- A. The Engineer shall prepare a final Stormwater Detention Analysis and Report in accordance with the Boone County Stormwater Technical Standards Manual, as specified by Town Ordinance No. 2024-16 for the following locations:
 1. The area identified as the CR 575 E and CR 400 S Roundabout
 2. The area identified as the CR 575 E segment between the Daimler Chrysler and Shein Distribution Center warehouses
- B. The Engineer shall prepare a final Stormwater Detention Analysis and Report to confirm that the existing stormwater detention facilities adequately account for the increase in impervious area long CR 575 E for the following locations:
 1. The area identified as the CR 575 E segment between the CR 575 E and CR 500 S Roundabout and the northern terminus of the Shein Distribution Center Warehouse.
 2. The area identified as the CR 575 E Segment between the CR 575 E and CR 450 S Roundabout and the CR 575 E and CR 400 S Roundabout.
- C. The Engineer shall coordinate with the Boone County Surveyor's Office to attain necessary discharge permits to the Fishback Creek Regulated Drain.

XIV. Bidding Services

- A. Engineer 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. Engineer shall issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- C. Engineer shall provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
- D. Engineer 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.
- E. Engineer 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.

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XV. Construction Phase Services

- A. The Engineer 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 Engineer's review will be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer 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 Engineer will be responsible for attending the preconstruction meeting.
- C. During the course of construction, the Engineer shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Engineer'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 Engineer 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.

XVI. Traffic Engineering Services

- A. Traffic Engineering Services for the Town of Whitestown as requested by the Owner including but not limited to the following items:
 1. In-field signal timing reviews to address issues raised by the Town due to proposed changes, MOT/detour routes, or citizen concerns.
 2. Traffic signal timing development and/or retiming of any signal or signal systems within the town.
 3. Traffic signal design development as well as review of signal design performed by others for the Town.
 4. Coordinate traffic data collection (includes intersection turning movement counts, daily traffic counts, and pedestrian counts).
 5. Traffic studies for signals, signs, or markings (including but not limited to left-turn arrow analyses, traffic signal warrant analyses, one-way street analyses, and on-street parking studies).
 6. Review of traffic studies prepared by others.
 7. Evaluate intersection design alternatives, identify project priority, and determine potential for phased implementation.

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XVII. Right-of-Way Engineering

- A. Engineer 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.
- B. Right-of-Way Engineering
 - 1. The Engineer shall prepare title research, legal descriptions, route survey plats and/or right-of-way parcel plats, acquisition instruments, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL, and 865 IAC 1-12.
 - 2. The Engineer shall compare and study, in detail, all of the title information and survey data furnished with it and the Engineer shall calculate or otherwise determine all other data, as may be necessary, for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL. All documents, plats, and plans prepared by the Engineer are to be checked by the Engineer prior to submittal to Owner. All documents and plats requiring a seal under this Contract may or may not be reviewed by Owner for content. If the plans, aerial mosaics, title information and surveys are furnished to the Engineer, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The Engineer is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by Owner and the actual conditions of the locality, or in case of errors or omissions in said information supplied by Owner, the Engineer shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The Engineer is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that Owner or the Engineer, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It will be the Engineer's duty to immediately inform Owner, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by Owner before proceeding on this portion of the work.
 - 3. The Engineer may, with prior written approval of Owner, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by Owner for the purpose of completing the work included in this Contract.
 - 4. The Engineer may, with the prior written approval of Owner, undertake field surveys for the purpose of checking title or plan data and/or for the acquisition of vital locative and boundary information that is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this Contract.
 - 5. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the Engineer will be dated and will bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility.
 - 6. Taking possession and use by Owner of completed portions of the work, at any time, will not be deemed as acceptance of the work so taken or used.

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C. Right-of-Way Staking

The Engineer shall provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

D. Title Research Services

1. Preparation of Title and Encumbrance Reports – Permanent Right-of-Way

a. A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property.

b. General

- 1) Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicate.
- 2) The Engineer agrees to testify in court in behalf of the Owner on any title work prepared under this contract should he/she be required to do so by the Owner. In consideration for actions taken by the ENGINEER, the Owner will agree in writing to fees for testimony prior to the date the Engineer must testify.
- 3) The Engineer agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the Owner. Any parcel that does not meet such requirements will be further documented without additional compensation to the Engineer.

2. Preparation of Title and Encumbrance Reports – Temporary Right-of-Way

a. A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information.

b. General

- 1) The Engineer shall furnish a copy of the deed(s) that conveyed the caption to the current fee owner and any sell-offs.
- 2) Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicate.

3. Supplemental Title and Encumbrance Reports (Updates)

When requested, the Engineer shall provide title work from the date of the original Title and Encumbrance Report to the present date. The Engineer shall provide the following, in duplicate:

- a. A cover sheet that identifies any changes and the associated recording documents. In addition, the Engineer shall note the current status of the taxes.
- b. Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.

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XVIII. Land Acquisition Services

- A. Engineer 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.
- B. Project Management for Acquisition Services
 - 1. The Engineer shall be responsible for administration, scheduling, and coordination of all activities necessary to certify that the right-of-way has been acquired and the PROJECT(s) is (are) clear for construction letting, including meetings, conferences, and communications with property owners, attorneys, engineers, appraisers, buyers, relocation agents, and the Owner.
 - 2. These right-of-way services include all reasonable services required to secure the parcels based on the approved engineering design or recommendation to the Owner that a parcel be condemned.
 - 3. The Engineer will ascertain that either the Appraiser or Buyer will provide each parcel owner with a copy of *How Land is Purchased for Highways*.
 - 4. The Engineer will process claim vouchers and submit to the Owner for payments to property owners.
 - 5. The Engineer will submit each parcel file to the Owner upon completion of the described services.
- C. Appraisal
 - 1. The Engineer is to perform real estate appraisals and second appraisal reports, if required, in accordance with *The INDOT Real Estate Division Manual* through the services of an INDOT prequalified appraiser.
 - 2. The Engineer will follow Indiana Code 36-1-10.5-5, unless otherwise directed by the Owner.
 - 3. The Engineer agrees to furnish the Owner, attached to each report, all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the Owner.
 - 4. The Engineer agrees to furnish appraisal reports in an original and one copy on green paper for disbursement to the parcel owner, as well as an electronic copy in PDF format.
 - 5. The Engineer agrees to furnish Waiver Valuation reports, if required, in an original and one copy on green paper for disbursement to the parcel owner, as well as an electronic copy in PDF format. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
 - 6. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The Engineer is required to examine carefully

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all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the Owner and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the Owner, the Engineer shall inform Owner, in writing, of any such defect, error, or omission that cannot be resolved without altering the design.

D. Negotiation/Buying

1. The Engineer will be assigned parcels of real estate to acquire on an as-needed basis. The Engineer shall make every reasonable effort to acquire assigned parcels expeditiously through buyers prequalified by INDOT.
2. The Engineer shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by the Owner as just compensation for the acquisition. The offer will be made in a Uniform Land and Easement Acquisition Offer letter that will be given to each parcel owner in person or sent by certified mail with return receipt requested. The Engineer shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner will only be on light green paper) and a written statement explaining the basis for the amount that has been established. In accomplishing the above, the Engineer shall do the following:
 - a. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - b. No later than the first contact where the offer is discussed, the Engineer shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges, and obligations.
3. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the Engineer and approved by Owner.
4. A revised offer and summary statement of just compensation will be provided the owner if:
 - a. The extent of the taking is revised; or
 - b. The approved estimate of just compensation is revised by the Review Appraiser.
5. The ENGINEER shall maintain adequate records to include a report for each parcel containing but not limited to:
 - a. The date and place of contact
 - b. The parties of interest contacted
 - c. The offer made
 - d. The counter offer or reasons offer was not accepted
 - e. The signature of the buyer, date, and initialed by the person contacted
6. The property owner must be given a copy of the report on each contact.

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7. The Engineer further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989, and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Contract by reference and made a part hereto. The Engineer further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the *INDOT Real Estate Division Manual*, this "Appendix "A", and any necessary interpretation of these furnished by Owner. Any parcel that does not meet such requirements will be further documented without additional compensation to the Engineer.
8. When attempts to buy are unsuccessful, the Engineer shall record his recommendation for action and submit it to the Owner.
 - a. The recommendation will consider administrative settlement, include the amount of settlement and reasons for a settlement;
 - b. Otherwise, a condemnation report shall be filled out, title update ordered, and completed file submitted with the completed file after receiving a completed title update.
9. The Engineer shall provide, upon the direction of the Owner, an updated title and encumbrance report upon submission of any secured or condemned parcel.
10. The Engineer shall enter pertinent information on appropriate conveyance document(s) for each parcel as described in the parcel packet and verify that the document(s) is recordable for the respective county.
11. If condemnation services are required, the ENGINEER can provide them as an Additional Service.

E. Recording

1. Engineer shall have the conveyance documents and any other documents necessary for recordation recorded in the appropriate County immediately following land acquisition payment to the land owner, unless the OWNER notifies the ENGINEER that the OWNER will do all recordations. Engineer shall verify that respective county guidelines are met prior to recording.

XIX. Deliverables

- A. Upon completion and final approval of the services by the Owner, the Engineer 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 (40%): 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. Stage 3 Plans (90%): 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.
 3. Final Tracings (100%): four (4) full-size (22"x34") plan sets, one (1) quantity and design calculations compilation, one (1) specification document, and one (1) final opinion of probable construction cost.

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XX. Items Excluded

1. Environmental Services:
 - a. Environmental document preparation
 - b. Phase I or Phase II Environmental Site Assessment
 - c. Asbestos testing
 - d. Karst investigation
 - e. Detailed groundwater assessment
 - f. Stream and wetland mitigation design and plan development
 - g. Individual Section 401/404 permits
 - h. Hazardous material remediation plan
 - i. Public involvement or public information meeting or public hearing
 - j. Cemetery development plans
 - k. Noise Analysis
2. Structural Design Services:
 - a. Noise wall design
 - b. Retaining wall design
 - c. Moment slab design
3. Roadway Design Services:
 - a. Abbreviated engineers report
 - b. Engineering assessment
 - c. Pavement design
 - d. Landscape and/or streetscape design/graphic design
4. Drainage Design Services:
 - a. Scour analysis for small structures
 - b. Stormwater quality design/BMP design
 - c. Sanitary sewer or storm sewer lift station design, sanitary sewer plan/profile, water main plan/profile, and submittals to IDEM for sanitary sewer and water main extension
5. Utility Services:
 1. Utility relocation design and plan preparation
 2. Determination of location or depth of utilities by means such as vacuum excavation or potholing
 3. Regarding QLB Utility Services:
 - i. Establishing location of utilities is collected through passive and conductive means of locating. The accuracy of the results is subject to varying factors beyond the control of ENGINEER. These factors include and are not limited to:
 1. Non-conductive materials without tracer wire

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2. Non-conductive materials with tracer wire
3. Reinforced concrete below or above a utility facility
4. Metal structures secured to the ground (fences, guardrails, railroads, etc.)
5. Overhead conductors (electric cables, copper cables, etc.)
6. Underground obstructions (Construction debris, high water table, stone with conductive materials, etc.)
7. Composition of subsurface materials

- ii. This service will be provided with due diligence, in a manner that is consistent with the standards of subsurface utility recording and exchange within the industry. Every reasonable effort will be made to locate all facilities known within the project limit including those facilities found on site that records may not have been available or acquired in the research phase. ENGINEER does not guarantee that all facilities can be detected, nor guarantees that all facilities can be found.
- iii. Exact utility locations are not confirmed unless visually exposed and surveyed, and then only at those specific exposed locations
- iv. Engineer does not detect non-utility structures such as tanks, wells, septic systems, tunnels, etc.
- v. Engineer does not guarantee the size and limits of subsurface utility vaults or manholes as this data is typically obtained from the utility.
- vi. Engineer does not guarantee that all active or abandoned utility systems or structures can or will be detected, including, but not limited to, nonconductive materials or utilities located underneath other utilities.
- vii. Engineer shall not be required to enter into any confined spaces such as sewer or drain manholes.
- viii. Utility locates conducted by Engineer are for the purposes of identifying conflicts within the design services of a project and are not supplemental to 811 or Private Locating services.

6. Railroad coordination services
7. Permits – FAA Permit
8. Zoning and rezoning or development of standard variance submittals and presentations for public hearings, colored renderings, and exhibits for public hearings
9. Landscape architecture

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SCHEDULE

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

All work by the Engineer 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 90 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 120 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 has been completed.
- C. Geotechnical Investigation
 - 1. Preliminary Draft Report within 60 calendar days after Preliminary Plans
 - 2. Final Draft Report within 45 calendar days after preliminary draft submission

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COMPENSATION

1. The Engineer shall be compensated for services to be performed under this Contract a total fee not to exceed **\$2,162,950** unless approved in writing by the Owner.
2. The Engineer shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed **\$1,796,250** unless approved in writing by the Owner.

I.	Topographic Survey	\$95,100
II.	Road Design and Plan Development	\$874,400
III.	Project Management	\$78,700
IV.	Bridge Design	\$236,100
V.	Hydraulic Analysis & Floodplain Permitting	\$97,700
VI.	Headwall and Wingwall Design	\$33,200
VII.	Utility Coordination	\$59,200
VIII.	Environmental Services	\$18,900
IX.	Roundabout Lighting Design	\$51,300
X.	Construction Stormwater General Permit	\$18,800
XI.	Subsurface Utility Engineering (QL-B)	\$67,200
XII.	Geotechnical Investigation	\$81,450
XIII.	Detention Design	\$60,400
XIV.	Bidding Services	\$23,800

3. The Engineer 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 **\$68,525** unless and until a supplemental agreement is executed. **11** parcels are assumed.
4. The Engineer 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 **\$117,375** unless and until a supplemental agreement is executed. **11** parcels are assumed.

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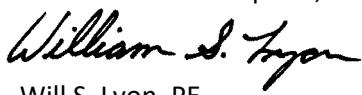
5. For construction phase services, the Engineer will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by the hourly rates shown in Exhibit E, plus reimbursable expenses at their direct cost. The fees for construction phase services will not exceed **\$30,800** unless and until a supplemental agreement is executed.
6. For Traffic Engineering Services, the Engineer 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 traffic engineering services will not exceed **\$150,000** unless and until a supplemental agreement is executed.
7. The Engineer shall not be paid for any service performed by the Owner or not required to develop this project.

A. Method of Payment

1. The Engineer 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 Engineer 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 this Proposal, agrees to pay to the Engineer for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the Engineer and the approval thereof by the Owner, payments covering the work performed shall be due and payable to the Engineer.
 - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the Engineer.
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. The fee for services contained in this proposal are valid for one year from the date of this letter. If the scope and fee outlined in this proposal meet with your approval, please notify us so that we may prepare a contract for said work. 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



Benjamin W. Borchering, PE
Chief Operating Officer

WSL/BWB: csf

Attachments

Exhibit A

Legend

Project Survey Limits

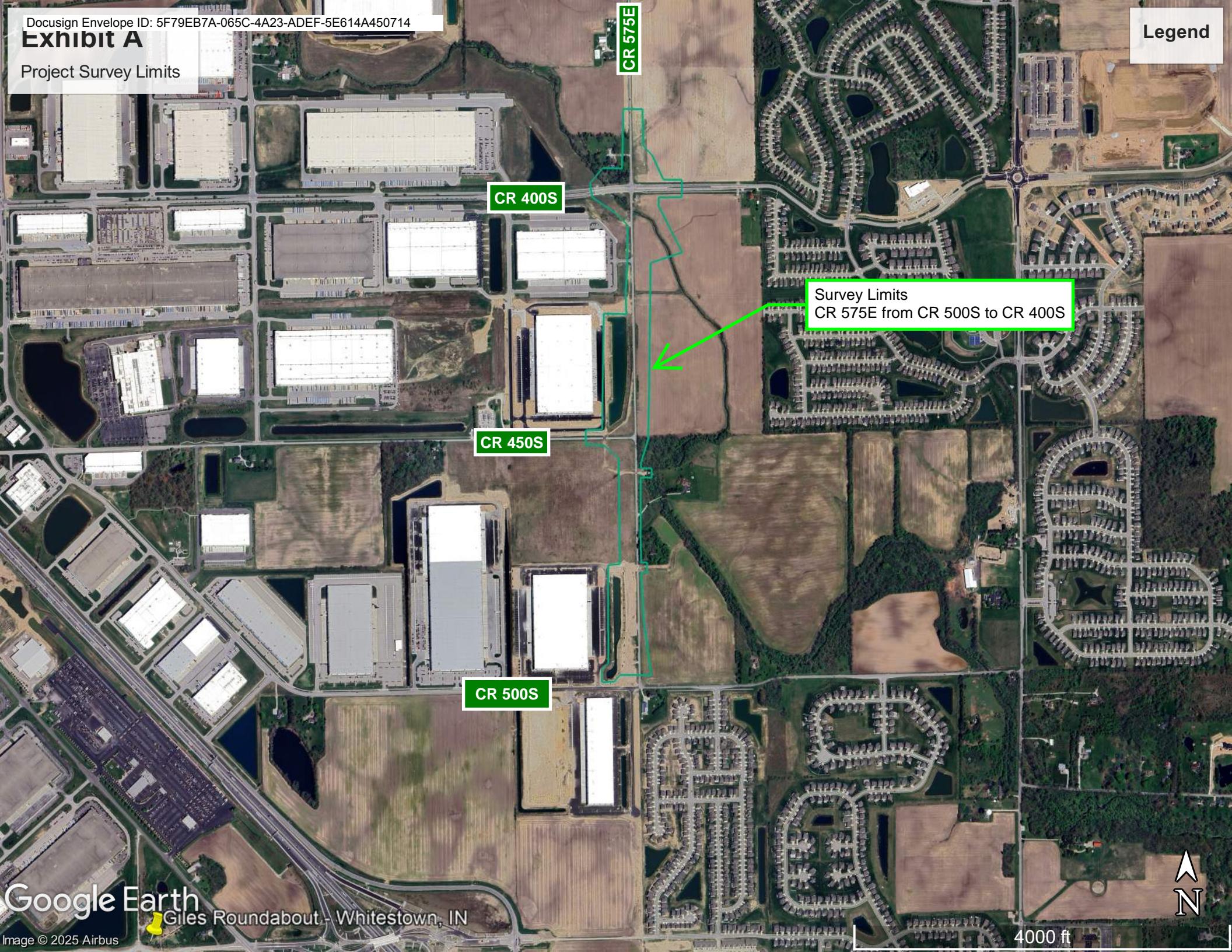


Exhibit B - Project Layout

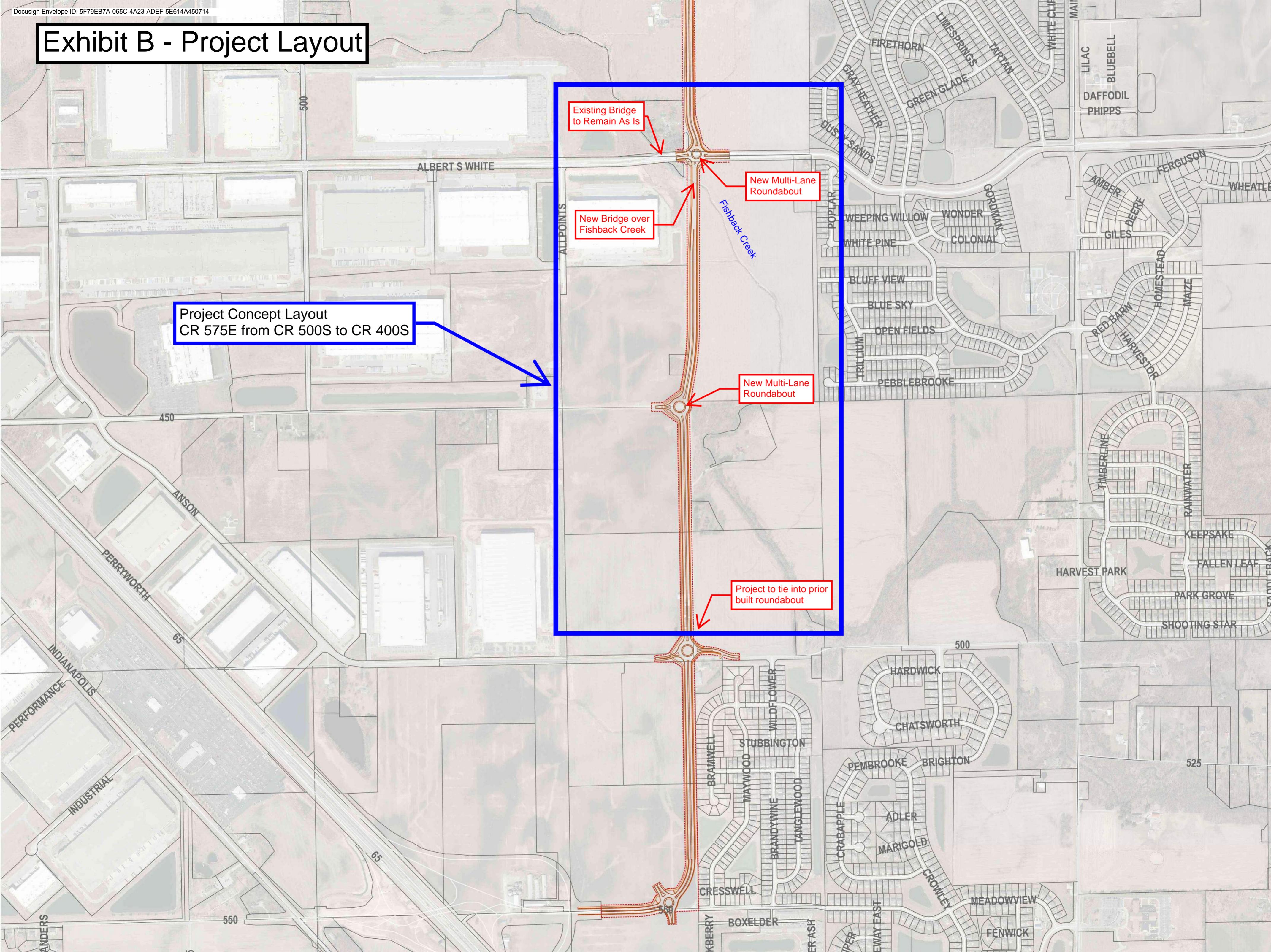


EXHIBIT C



November 7, 2025

American Structurepoint, Inc
9025 River Road, Suite 200
Indianapolis, IN 46240

Attn: Tanner McKinnney, PE
P: 317-547-5580
E: tmckinney@structuepoint.com

RE: Proposal for Geotechnical Engineering Services
CR 575E Improvements
Whitestown, IN
Terracon Proposal No. PCJ255453

Dear Tanner:

We appreciate the opportunity to submit this proposal to American Structurepoint, Inc (ASI) to provide Geotechnical Engineering services for the referenced project.

Project Understanding

We understand that representatives of the Town of Whitestown are planning improvements to CR 575E from north of CR 500S to north of CR 400S for a total project length of about 1 mi, using local funds only. Based on information provided and our correspondence with ASI, we understand that the following project elements are anticipated:

- Reconstruction of the existing 2-lane roadway to a 4-lane boulevard with curb and gutter, sidewalks, HMA shared-use path, enclosed storm sewer system, and conventional lighting. Fill heights to establish the profile grade are planned to less than 5 ft. Storm sewers are planned to be established at depths of 10 ft or less below existing grade. A standard pavement section will be provided by the Town for the shared use path,
- Multi-lane roundabouts at the CR 575E intersections with CR 450S and CR 400S,
- Replacement of the existing bridge carrying CR 575E over Fishback Creek. The new bridge is anticipated to be a three-span structure, and
- Replacement of four large culverts. Headwalls are anticipated for the new culverts.

Based on our review of the readily available mapped geology and nearby projects, we anticipate subsurface conditions to consist of cohesive till deposits with classifications of loam, silty loam, and clay loam. Interbedded granular layers are anticipated within the

EXHIBIT C**Geotechnical Engineering Proposal**

CR 575E Improvements | Whitestown, IN

November 7, 2025 | Terracon Proposal No. PCJ255453



cohesive soils. Bedrock is mapped to be siltstone and is anticipated to be greater than 100 ft below the natural ground surface.

A conceptual layout was provided by ASI, but plans were not available at this time. The anticipated maintenance of traffic (MOT) during construction is unknown. At this time, additional information pertinent to the geotechnical scope is not available.

Scope of Services

The focus of our subsurface exploration, laboratory testing, and engineering evaluation will be to provide geotechnical considerations and recommendations for site and foundation soil improvement, fill placement, pavement design parameters, large culvert replacements, headwalls, and bridge foundations. Based on our experience with similar projects in the vicinity of the project site, we propose the following:

- One mobilization for the exploratory activities. Our exploratory activities are planned include the following:
 - Pavement cores near the tie in locations at the beginning and end of the project on CR 575E, and on CR 450S and 400S near the proposed roundabouts, for a total of five pavement cores,
 - Up to four test borings near the proposed substructure locations for the CR 575E over Fishback Creek bridge replacement. Test borings are planned to be up to 90 ft below the existing roadway or ground surface each,
 - Up to 10 test borings in areas of proposed reconstruction, storm sewers and roundabouts. Test borings will be up to 15 ft in depth each based on planned fill heights and storm sewer depths,
 - Up to two test borings near each large culvert to depths of up to 40 ft each,
 - Hand auger borings in areas of shared-use trail improvements, and
 - Up to five samples of surficial soils for plant growth layer testing.
- Our field activities will require notification of Indiana 811, and we will subcontract traffic control to a professional firm. We anticipate that drilling performed from the roadway will not require coordination with the property owners. We will coordinate our field activities with Boone County,
- A laboratory testing program sufficient to characterize the subsurface conditions and provide recommendations for the planned construction. Testing of surficial soils for plant growth layer will be performed on up to two composite samples,
- Preparation of a geotechnical report that summarizes our observations and test results and provides geotechnical considerations and recommendations for site and foundation soil improvement, fill placement, pavement design parameters, large culvert replacements, headwalls, and bridge foundations.

EXHIBIT C**Geotechnical Engineering Proposal**

CR 575E Improvements | Whitestown, IN

November 7, 2025 | Terracon Proposal No. PCJ255453

**Compensation and Project Schedule**

Our lump sum fee to perform the Scope of Services described in this proposal is \$81,450 with an anticipated delivery date of about 16 weeks after notice to proceed. Refer to the attached cost estimate. Note that traffic control is about 25 percent of the Geotechnical Field and Laboratory fee.

We developed these fees based on the timing of our services being completed in 2026. If the project and timing of our services is delayed due to circumstances outside of our control, we request the opportunity to update this fee.

Additionally, we propose a post-bid fee not to exceed \$4,000 for our engineering services as needed during construction. We propose this fee on a unit rate basis and based on the appended fee schedule considering construction during 2028.

We anticipate authorization for Terracon to proceed will come in the form of an agreement prepared by your firm.

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 that reads "J. Matt Melton".

J. Matt Melton, P.E.
Senior Engineer

A handwritten signature in black ink that reads "Vladimir Abu Sejaan".

Vladimir Abu Sejaan, P.E.
Group Manager

Attachments:

Cost Estimate

Rates for Construction Observations 2028

EXHIBIT C

Cost Estimate
CR 575E Improvements
 Boone County, IN
 Terracon Proposal No PCJ255453

EXPLORATORY FIELD ACTIVITIES

Mobilization and demobilization	1 LS	\$708.00 / LS	702.00
Truck-mounted equipment	8 day	\$4,000.00 / day	32,000.00
Traffic control (Flagging)	8 day	\$2,500.00 / day	20,000.00
Boring layout, permits and utility coordination	12 hr	\$125.00 / hr	1,500.00
Support truck	8 day	\$136.00 / day	1,088.00
		Subtotal	55,290.00

LABORATORY

Visual soil/rock classification, moisture content and hand penetrometer readings	12 hr	\$110.00 / hr	1,320.00
Atterberg limits	12 ea	\$120.00 / ea	1,440.00
Grain size analysis	6 ea	\$180.00 / ea	1,080.00
Unconfined compression	10 ea	\$110.00 / ea	1,100.00
Unit Weight	10 ea	\$55.00 / ea	550.00
Loss on Ignition	4 ea	\$65.00 / ea	260.00
Specific Gravity	6 ea	\$80.00 / ea	480.00
Topsoil Testing (composite samples)	2 ea	\$497.50 / ea	995.00
Pavement core logging, summary	5 ea	\$87.00 / ea	435.00
		Subtotal	7,660.00

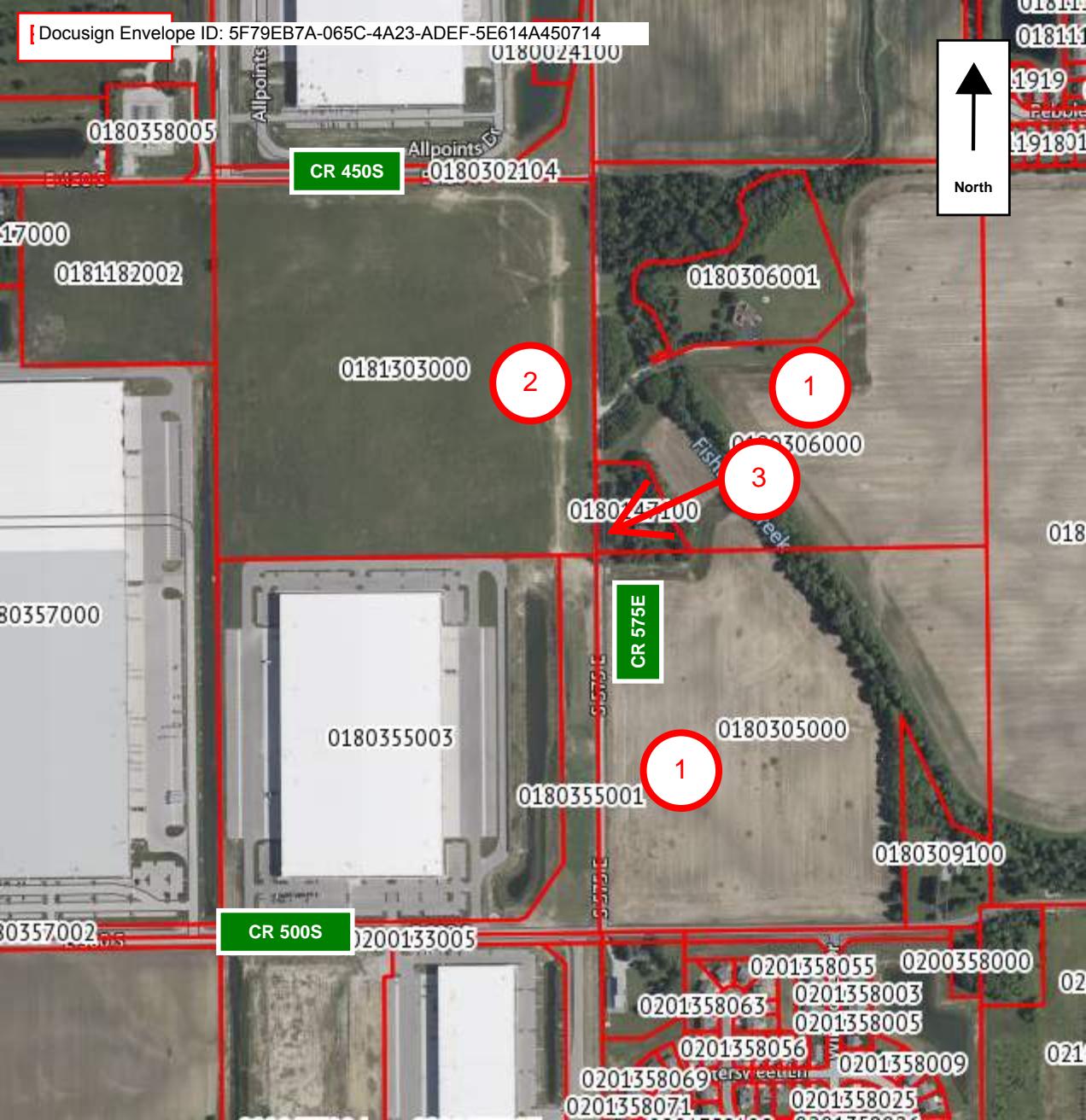
ENGINEERING

Report of results, discussion, and recommendations	1 LS	\$16,000.00 / LS	16,000.00
Project oversight and coordination	1 LS	\$2,500.00 / LS	2,500.00
		Subtotal	18,500.00

Estimated Total \$ 81,450.00

EXHIBIT C**Terracon Consultants, Inc.****Rates for Construction Observations 2027****Rates by Classification**

Classification		Billing Rates Escalated
		2028
1	Principal	\$ 290.18
2	Senior Engineer	\$ 272.81
3	Project Engineer	\$ 192.57
4	Senior Staff Engineer	\$ 161.87
5	Staff Engineer	\$ 146.46
6	Senior Geophysicist	\$ 279.25
7	Project Geophysicist	\$ 162.34
8	Senior Staff Geophysicist	\$ 153.06
9	Assistant Project Manager	\$ 127.06
10	Assistant Geologist	\$ 79.28
11	CAD Operator	\$ 122.06
12	Administrative Staff	\$ 89.72



CR 575 E

FEE PROPOSAL, Dated: 10/31/2025

Parcel information		Right of Way Engineering						R/W Services				Total Fees						
Parcel	Owner	Tax I.D.	Permanent or Temporary	Appraisal Report Type	Title Work Fee	Title Update Fee	Parcel Development	R/W Plans, Surveying, Engineering Effort	Staking Fee	Subtotal R/W Engineering	Appraisal Fee	Second Appraisal Fee	Boring Fee (includes one update fee)	Recording*	Retention Nbr	Management Fee	Subtotal R/W Service	Total Fees
1	Maxson Farms LLC	06-07-25-000-001-001-010	Permanent	SF	\$ 800.00	\$ 350.00	\$ 4,800.00		\$ 750.00	\$ 6,700.00	\$ 3,235.00	\$ 3,235.00	\$ 2,300.00	\$ 150.00		\$ 1,405.00	\$ 10,345.00	\$ 17,045.00
2	PLD/Browning Venture LLC	06-07-25-000-001-001-010	Permanent	SF	\$ 800.00	\$ 350.00	\$ 4,800.00		\$ 750.00	\$ 6,700.00	\$ 3,235.00	\$ 3,235.00	\$ 2,300.00	\$ 150.00		\$ 1,405.00	\$ 10,345.00	\$ 17,045.00
3	Ritchie, Bradley & Company Irrevocable Trust	06-07-25-000-001-004-010	Permanent	RLF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 5,160.00	\$ 2,320.00	\$ 150.00		\$ 1,405.00	\$ 14,195.00	\$ 20,320.00	
4	Maxwell, William P., Jr. & Malissa	06-07-25-000-001-004-010	Permanent	RLF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 2,205.00	\$ 2,205.00	\$ 150.00		\$ 1,405.00	\$ 8,285.00	\$ 14,410.00	
5	Alpenteis, LLC	06-07-25-000-012-003-010	Permanent	VF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 2,205.00	\$ 2,205.00	\$ 150.00		\$ 1,405.00	\$ 14,195.00	\$ 20,320.00	
6	Farm Field Holdings LLC	06-07-24-000-001-010-010	Permanent	RLF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 3,235.00	\$ 3,235.00	\$ 2,300.00	\$ 150.00		\$ 1,405.00	\$ 10,345.00	\$ 16,470.00
7	TBD	TBD	Permanent	SF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 3,235.00	\$ 3,235.00	\$ 2,300.00	\$ 150.00		\$ 1,405.00	\$ 10,345.00	\$ 16,470.00
8	Farm Field Holdings LLC	06-07-24-000-001-010-010	Permanent	VF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 3,235.00	\$ 3,235.00	\$ 2,300.00	\$ 150.00		\$ 1,405.00	\$ 10,345.00	\$ 16,470.00
9	TBD	TBD	Permanent	SF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 3,235.00	\$ 3,235.00	\$ 2,300.00	\$ 150.00		\$ 1,405.00	\$ 10,345.00	\$ 16,470.00
10	TBD	TBD	Permanent	SF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 3,235.00	\$ 3,235.00	\$ 2,300.00	\$ 150.00		\$ 1,405.00	\$ 10,345.00	\$ 16,470.00
11	TBD	TBD	Permanent	VF	\$ 400.00	\$ 175.00	\$ 4,800.00		\$ 750.00	\$ 6,125.00	\$ 3,235.00	\$ 3,235.00	\$ 2,300.00	\$ 150.00		\$ 1,405.00	\$ 8,285.00	\$ 14,410.00
Total					\$ 5,200.00	\$ 2,275.00	\$ 52,800.00		\$ 8,250.00	\$ 68,525.00	\$ 37,375.00	\$ 37,375.00	\$ 25,520.00	\$ 1,650.00		\$ 15,455.00	\$ 117,375.00	\$ 185,900.00
UNALLOCATED FEE					\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	

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.

EXHIBIT E

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 E

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