



August 19, 2022, Revised
~~August 5, 2022~~

Tim Gropp
Town Manager
The Town of McCordsville

Transmitted via email:
tgropp@mccordsville.org

RE: McCord Square Town Center Mixed Use Development

Dear Tim,

Thank you for the opportunity to propose Owners Representative Project Management Services for your new endeavor. We are staffed to provide as much or as little as The Town of McCordsville may require; and we would be glad to spend time understanding your needs in depth. Below is a set of services to consider.

REQUIREMENTS: Owners Representative Consulting Services as indicated below, but not limited to:

Design and Procurement

- Manage Design meetings, enforcing The Town of McCordsville's vision.
- Review design documents periodically (a.k.a. page turn) with project stakeholders.
- Review engineer's estimates to assure budget adherence.
- Assist in the procurement/bidding of the Construction Contract.
- Review Project Bid Proposals, Results, and all other Associated Documents.
- Evaluate Contractor Bid Tabulation/Analysis.
- Facilitate Project Budget (GMP) Adherence.
- Assess the contract documents: design documents, specifications, and general conditions, with a watchful eye to identify unnecessary risks for The Town of McCordsville.
- Assist The Town of McCordsville with identifying and procuring permits, permit review and commitments.
- Other predevelopment needs, as deemed necessary.

Construction Management

- Attend Owner construction meetings.
- Attending weekly site progress meetings and site visits, as needed.
- Assist/verify any municipality inspections and reporting.
- Assist The Town of McCordsville with cost control.
- Review monthly pay applications and make recommendations.

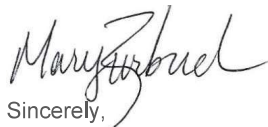
- Manage the overall Design Contracts to ensure construction administration is being carried out properly and project risks for The Town of McCordsville are minimized.
- Manage the overall construction contract to assure adherence.
- Assist The Town with procurement of vendors that fall outside of the designer and contractor contracts. Assist in management of these vendors.
- Help verify Contractor Project Resource Allocation (GC's).
- Assist with the coordination and resolution of RFI's and ASI's.
- Monitoring contractor's progress and adherence to schedule.
- Assist The Town in recognizing and mitigating time-delays.
- Support The Town with any unforeseen Issues and cost tracking.
- Mitigate any change orders, review, and verify pricing with the market.

Post Construction

- Review contract close-out documents.
- Assist in building commissioning and property management responsibilities.
- Review warranties & lien waivers.
- Assist with project final acceptance/retainage release.
- Assist in municipality project acceptance and final paperwork.

PRICING: Owners Representative Management Consulting Services will be billed on an hourly basis and invoiced monthly. The 2022 hourly level of effort rate for a Senior Project Manager is \$175.00 per hour, Project Manager is \$150.00 per hour and Project Coordinator is \$110.00 per hour.
Amount not to exceed = \$155,215.00

Thank you for the opportunity; it would be a privilege to be a part of your team.



Sincerely,

Mary F. Zurbuch, Principal

www.zurbuchinc.com

MZ Corp dba Zurbuch Development/Construction Consulting

A Woman and Disadvantaged Business Enterprise (WBE/DBE Certified)



Agreement for Services Rendered

This is a contract entered into by MZ Corp dba Zurbuch Development | Construction Consulting (hereinafter referred to as the “**Provider**”) and The Town of McCordsville (hereinafter referred to as the “**Owner**”) on this 5th day of August 2022.

The Provider's place of business is 333 E. Ohio Street, Suite 200, Indianapolis, IN 46204 and the Owner's place of business is 6280 W 800 N, McCordsville, IN 46055. The Owner hereby engages the Provider to provide the services specified in the Proposed Terms and Conditions above, and the additional terms and conditions provided below.

Scope and Manner of Services

Services to Be Rendered by Provider: Project Management services as provided in the Proposed Terms and Conditions, above, which are incorporated herein by reference. Provider's project services will be directed by Owner and invoiced by and paid to Provider on an hourly basis billed monthly. Reimbursable items i.e., permit cost, mileage, blueprint reproduction cost, etc. will be billed with monthly invoice, as incurred.

Payment for Services Rendered

Owner shall pay Provider for services rendered an agreed upon Senior Project Manager \$175.00/hour, Project Manager \$150/hour and Project Coordinator \$110.00/hour within 30 calendar days of the date on any invoice for services rendered from the Provider. Notwithstanding the date this Agreement has been signed, Provider has provided services compensable under the terms of this Agreement prior to its execution and Provider shall be entitled to payment for all such previous services.
Amount not to exceed = \$155,215.00

Applicable Law and Effective Date

This Agreement shall be governed by the laws of the County of Marion in the State of Indiana and any applicable Federal Law. This Agreement shall be effective upon the commencement of Provider's services notwithstanding the date this Agreement has been signed.

Termination of Agreement

At any time, either Party may terminate this Agreement by written notice to the other Party, if the other Party is in breach of any of its obligations under this Agreement and, where such breach is capable of remedy, fails to remedy the same within 30 days of a written notice from the Party specifying the breach. The party in breach shall indemnify the other party, its parent, its affiliates and subsidiaries and their respective agents, officers, directors, and employees from and against any claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, including reasonable legal fees required to enforce this Agreement or after the breach of this Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

PROVIDER:

MZ Corp dba Zurbuch Development |
Construction Consulting

By: _____
Mary Zurbuch, Principal

OWNER:

By: _____
Tim Gropp, Town Manager
The Town of McCordsville

Staffing	Position	2022 -Rate	Hours			Total
			Pre-Construction	Construction	Closeout	
Mary Zurbuch	Senior Project Manager	\$ 175.00	10	100	5	\$ 20,125.00
Greg Silcox	Project Manager	\$ 150.00	6	740	30	\$ 116,400.00
Karen Guthrie	Project Coordinator	\$ 110.00	2	72	5	\$ 8,690.00
Total Hours			18	912	40	970

Labor Total = \$ 145,215.00
Reimbursable Total = \$ 10,000.00
Not to Exceed Total = \$ 155,215.00