

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**



Copyright © 2020:

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

# **SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between Town of McCordsville (Owner) and Burgess and Niple, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Civic Drive & Promenade Street Construction** (Project). Engineer's services under this Agreement (Services) are generally identified as New Roadway Construction of Civic Drive and Promenade Street in McCordsville, Indiana.

Owner and Engineer further agree as follows:

**1.01 Services of Engineer**

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

**2.01 Owner's Responsibilities**

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

**3.01 Schedule for Rendering Services**

- A. Engineer shall complete its Services within the following specific time period: Final Plans will be delivered by 5/16/2025.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **[specify numeric factor]**.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. A Lump Sum amount of \$101,000.00.
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
    - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

#### 5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

## 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
  - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
  - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
  - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
  - K. This Agreement is to be governed by the laws of the state in which the Project is located.
  - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

## 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

## 8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
  - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
  - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Basic Scope of Services, Appendix 2, Fee Justification



This Agreement's Effective Date is 12/3/2024.

Owner:

Town of McCordsville

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Designated Representative:

Name: Tim Gropp

(typed or printed)

Title: Town Manager

(typed or printed)

Address:

Town Hall

Vail Road

McCordsville, IN 46055

Phone:

Email:

Engineer:

Burgess & Niple, Inc.

(name of organization)

By:

*Jeff Drake*

(authorized individual's signature)

Date:

11/27/2024

(date signed)

Name:

Jeff Drake, PE, VP

(typed or printed)

Title:

Deputy District Director

(typed or printed)

Designated Representative:

Name: Jeff Drake

(typed or printed)

Title:

Deputy District Director

(typed or printed)

Address:

Capital Center

251 N. Illinois Street, Suite 920

Indianapolis, IN 46205

Phone:

317-237-2752

Email:

Jeff.drake@burgessniple.com

This is Appendix 1, Engineer's Basic Scope of Services, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 12/3/2024.

## **I. INTRODUCTION**

New Roadway Construction of Civic Drive and Promenade Street in McCordsville, Indiana. The project will be designed following the design recommendations of the Town of McCordsville Design Standards and Specifications, Indiana Design Manual (IDM) and signing and pavement marking of the MUTCD and IDM.

Burgess & Niple, Inc. (B&N) will provide the following work to complete this project:

- Topographical Survey
- Road Plan Development
- Utility Coordination
- Management

Burgess & Niple, Inc. (B&N) will provide the following additional services as needed to complete this project:

- Construction Storm Water General/Rule 5 Permit (if needed)
- Construction Phase Services (if needed)

All other work will be completed by others or that is not required includes:

- Appraisal Problem Analysis (APA)
- Pavement Design (match existing)
- Geotechnical Engineering
- R/W Acquisition Services

## **II. TOPOGRAPHICAL SURVEY**

All physical features will be located as well as any underground utilities as located by others. The survey will be in accordance with the procedures outlined in the INDOT Design Manual. The Town of McCordsville will provide shape files and developer provided survey for McCord Square development. B&N will perform topographic survey for CR750N approximately 500ft east and west of the proposed Civic Drive/CR750N intersection. Supplemental survey to tie into new constructed development roadways will be completed for Civic Drive & Promenade Street.

## **III. ROAD PLAN DEVELOPMENT (See Exhibit)**

The project will be designed using the INDOT Design Manual and the Town of McCordsville Design Standards. The road design scope and fee have been developed using the assumptions below:

1. The intent of this project is to construct approximately 600ft of Civic Drive from CR750N to the future intersection at Promenade Street, 300ft of Promenade Street from the existing Promenade Street termini to the new Promenade Street/Civic Drive intersection, and improvements on CR750N, 500 ft east and west of new Civic Drive intersection, to accommodate additional traffic. It is assumed parking study, landscape plan and lighting design will be addressed with future site development and is not included in this scope of work.
2. Plans will be in 11" x 17" page size format.

3. Per the Town of McCordsville, the Typical Section and Limits of Roadway will match the attached exhibit as much as possible.
4. The horizontal alignment and vertical alignments will be evaluated to determine if the existing grade meets the design standards. The alignments will tie into the new constructed roadways within the development and along CR750N. The horizontal and vertical alignment will not be altered on the approach roadways beyond what is needed to create a smooth transition for the new intersection.
5. A Maintenance of Traffic (MOT) Plan is assumed to be a full closure for Civic Drive, Promenade Street & CR750N. B&N will provide a detour plan for the closures & coordination with stakeholders (i.e. police).
6. All pavement markings will be grooved and raised pavement markers (blue) will be placed.
7. Preliminary Plans provided as a CAD submission and for an Over-the Shoulder Review Meeting, and Final Plans submittals are assumed.
8. Cross sections will be created at 50' intervals and at each drive and public road approach.
9. It's anticipated that existing ditches along CR 750N will have little or no impact by the pavement HMA overlay and added auxiliary lanes. If impacted, ditches will be regraded. Receiving ditches and stream hydraulic capacity will not be checked.
10. It's anticipated that the project's detention of water is being accommodated by the recently constructed development ponds. B&N will determine inlet spacing, manhole placement and trunkline size based on control points of the newly constructed development storm infrastructure. It is assumed modeling will not be required.
11. Pavement design for Civic Drive and Promenade Street will match the newly constructed development constructed roadways. CR 750N is anticipated to be a 5" HMA overlay of the existing chipseal roadway.
12. B&N will prepare a single Contract Information Book (CIB) for Civic Drive and Promenade Street. The Town of McCordsville will provide a copy of their standard CIB for B&N to modify/amend for the project.
13. B&N will review contractor bids for errors & omissions, compile bid tabulations and provide a recommendation award letter for the Town of McCordsville.

#### IV. UTILITY COORDINATION

B&N will complete the Utility Coordination for this project. The coordination will be completed in accordance with the Indiana Design Manual and Indiana Code. B&N assumes a maximum of three (3) utilities will require coordination with three (3) utilities requiring relocation along CR750N. B&N will prepare and send out Initial Notification, Facility Verification, Conflict Analysis, and Work Plan Request letters to each identified Utility. We will also meet with Utilities with concerns or questions. We anticipate three (3) meetings with Utilities. B&N will develop a master relocation plan showing all existing utilities and proposed utility relocations along with a relocation schedule from information received from approved relocation work plans. The Utility Coordination will be documented for each Utility. We assume no more than three (3) utilities and no reimbursable agreements.

## V. MANAGEMENT

B&N will complete the following project management tasks throughout the project development:

1. Prepare Monthly Status Reports
2. Monitor scope, schedule, and budget

## VI. CONSTRUCTION STORMWATER GENERAL/RULE 5 PERMIT (if needed)

B&N will follow Town of McCordsville and Hancock County Stormwater Soil and Water Conservation District (HSSWCD) Standards for erosion control details and submit to the Town of McCordsville for approval. It is assumed the McCord Square Development SWPPP & Erosion Control plan included Civic Drive, Promenade Street & CR750N improvements and minimal revisions are needed for approval.

## VII. CONSTRUCTION PHASE SERVICES (if needed)

This task includes: attendance of the preconstruction meeting, answering questions after the bid letting from the inspection staff and/or design staff, attend construction progress meetings (if requested).

## VIII. PROJECT SCHEDULE

The anticipated notice to proceed will be December 15<sup>th</sup>, 2024, and the project bid date will be June 2025 or later.

The anticipated schedule of deliverables is as follows:

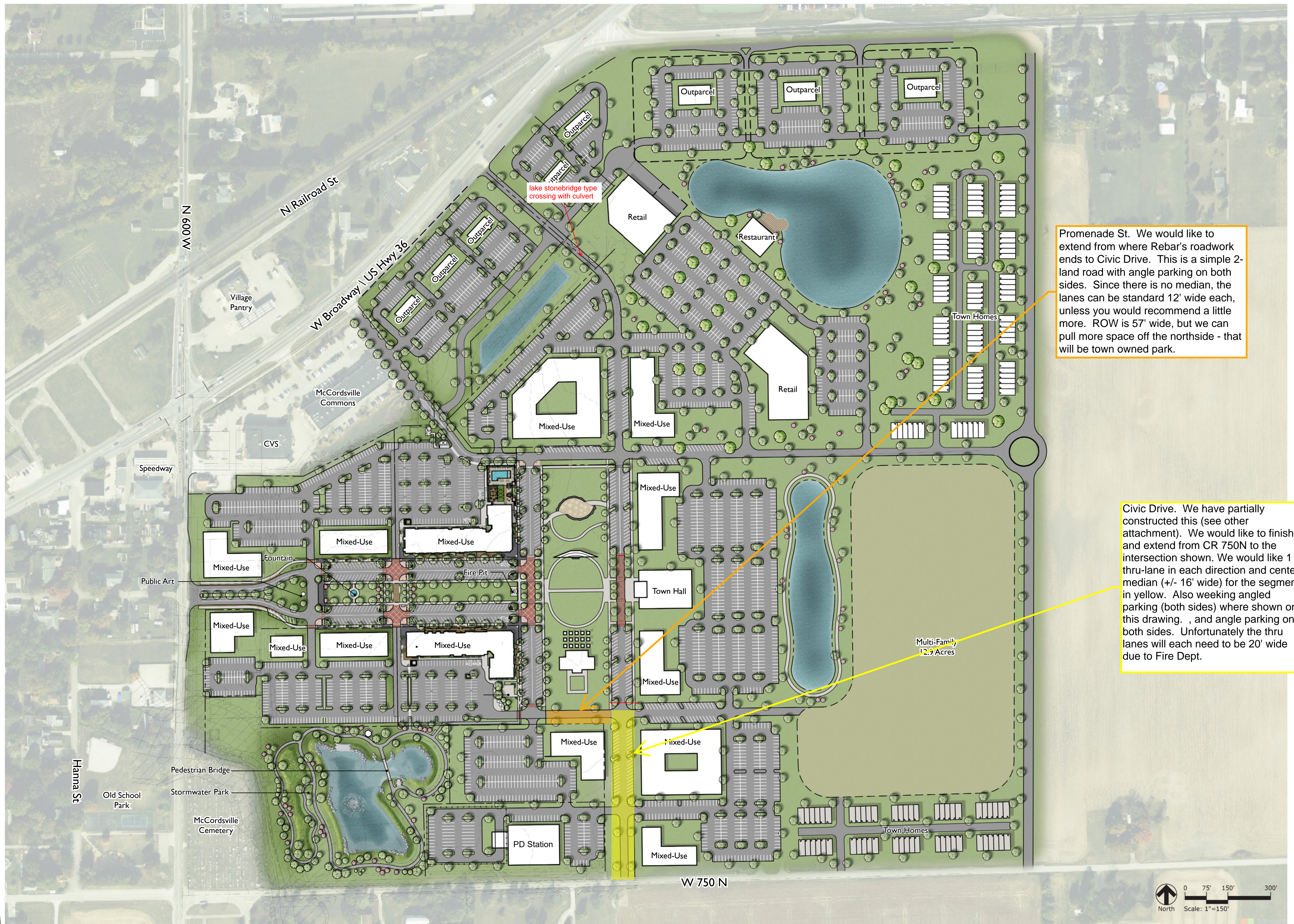
Submittals	Date
Preliminary/Schematic Review (OTS Meeting)	3/14/25
Final Plans (on or after)	5/16/25

## IX. ASSUMPTIONS AND EXCLUSION

It is assumed all services for this project will utilize a lump sum fee form of agreement except for the following:

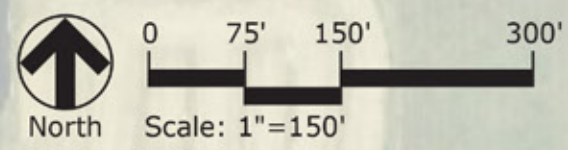
1. It's anticipated that no Public Information or Stakeholder Meetings will be held.
2. Construction Phase Services will be paid on an hourly not-to-exceed negotiated labor rate multiplier of 3.27 basis.
3. Noise analysis will **not** be required for this project.
4. No railroad exists within the project limits, so no railroad coordination will be required.
5. We assume the project will be constructed with a detour and temporary access.
6. No Acquisition Services are included in this proposal.
7. Development will provide all site plans in CADD.
8. Development will provide existing topographic survey in CAD form.
9. 401/404 permits are not anticipated for this project.
10. Utility Coordination fees do not include any staking or preparation of utility easement documents.  
Costs associated with staking or preparation of utility easements will be in addition to this proposal.
11. It is assumed no MOT for pedestrians will be designed for this project.
12. LCRS is not included in this project scope
13. Right-of-way acquisition will not be included in this project scope.





Promenade St. We would like to extend from where Rebar's roadwork ends to Civic Drive. This is a simple 2-lane road with angle parking on both sides. Since there is no median, the lanes can be standard 12' wide each, unless you would recommend a little more. ROW is 57' wide, but we can pull more space off the northside - that will be town owned park.

Civic Drive. We have partially constructed this (see other attachment). We would like to finish and extend from CR 750N to the intersection shown. We would like 1 thru-lane in each direction and center median (+/- 16' wide) for the segment in yellow. Also weeking angled parking (both sides) where shown on this drawing. , and angle parking on both sides. Unfortunately the thru lanes will each need to be 20' wide due to Fire Dept.





This is Appendix 2, Fee Justification, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 12/3/2024.

**Project Design Fee Summary**  
**Civic Drive & Promenade Street Construction**

Description	Rounded Fee
Topographical Survey	\$15,500.00
Road Plan Development	\$73,900.00
Utility Coordination	\$5,000.00
Management	\$6,600.00
<b>TOTAL = \$101,000.00</b>	

**Additional Services As Needed**  
**Civic Drive & Promenade Street Construction**

Description	Rounded Fee
Construction Stormwater General/Rule 5 Permit (if needed)	\$5,200.00
Construction Phase Services	\$5,000.00
<b>TOTAL = \$10,200.00</b>	

**FEE JUSTIFICATION**  
**MANHOURS BY CLASSIFICATION**  
**Civic Drive & Promenade Street Construction**

<b>Topographical Survey</b>	<b>SENIOR SURVEYOR</b>	<b>TECHNICIAN</b>	<b>TOTAL</b>
<b>Research</b>			
Obtain existing plats, surveys and property maps	1	2	3
Obtain adjacent owners name and addresses			0
Obtain existing road plans	1		1
Prepare and mail Survey Notification Letters	2		2
Interview local property owners		0	0
<b>Control</b>			
Locate and traverse section corners	1	2	3
Establish & reestablish centerline control	1	1	2
Set and reference survey control points	1	1	2
Locate and verify local bench marks	1	1	2
Set additional TBMs and bench circuit	2	3	5
Travel		2	2
<b>Topography</b>			
Topo Survey - Utilize existing topo provided, obtain survey along CR750N for tie-in points	18	18	36
Locate utilities from locate company markings	2	2	4
Travel	2	2	4
<b>Other Processing</b>			
Field Book Preparation	1	1	2
Download/drafting/tin/contours	1	3	4
Plat 1/Right-of-way Detail drawing preparation		0	0
Location Route Survey Draft Preparation	0	0	
QAQC	2		2
<b>Total Hours</b>	<b>36</b>	<b>38</b>	<b>0</b>
<b>Hourly Rate</b>	<b>\$246.84</b>	<b>\$171.45</b>	<b>\$0.00</b>
<b>Total Labor Cost</b>	<b>\$8,886.24</b>	<b>\$6,515.10</b>	<b>\$0.00</b>
<b>Direct Costs</b>			<b>\$ 149.00</b>
<b>Total</b>			<b>\$15,550.34</b>
<b>Survey Fee</b>			<b>\$15,500.00</b>

Direct Cost	Unit Cost	Quantity	Cost
Travel Mileage	\$0.49/mile	100	\$ 49.00
LRCS and Recording		1	
Lodging (Per Person/Day)	\$100/person	0	\$ -
Per Diem (Per Person/Day)	\$28/person	0	\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 100.00
		<b>Total</b>	<b>\$ 149.00</b>



**FEE JUSTIFICATION  
MANHOURS BY CLASSIFICATION  
Civic Drive & Promenade Street Construction**

Road Design	PRINCIPAL QC/QA	PROJECT MANAGER	SR. ENGINEER	JR. ENGINEER	DESIGNER	TOTAL
Preparation of Index and Title Sheet				2		2
Preparation of Typical Cross Sections		1		6		7
Preparation of Plan and Profile Sheets - Civic Drive		1	4	8		13
Preparation of Plan and Profile Sheets - Promenade Street		1	4	8		13
Preparation of Plan and Profile Sheets - CR 750N		1	4	8		13
Intersection Spot Elevation Sheet		1	4	8		13
Preliminary Storm Water Design		1	2	8		11
Preliminary Cross Sections		1	6	16		23
Intersection Sight Line Calculations/Check		1	2	16		19
Preliminary Quantity Calculations and Cost Estimate	1	1	2	6		10
Prepare Pavement Markings and Signing Details		1	2	4		7
Determine locations of side ditches for CR750N		1	1	2		4
Schematic Detail Submission Review (QAQC)	2	4	8			14
Submittal Package Preparation	1	2	4			7
<b>Preliminary McCordsville Review Submittal</b>						<b>156</b>
Over the Shoulder (OTS) Schematic Review Meeting	4	4				8
Address comments from OTS Meeting	1	1	8	8		18
Final Storm Sewer Design		2	8	16		26
Intersection Corner Curb ramp details		1	2	12		15
Finalize typical cross sections		1	1	4		6
Finalize ditch location/drainage			1	4		5
Finalize Plan Profile Sheets		1	2	12		15
Finalize Storm Sewer Details		1	4	24		29
Finalize and annotate Cross Sections (incl/Earthwork and Benching)		1	4	12		17
Finalize MOT Detour Plan		1		8		9
Finalize Erosion Control Details		1		4		5
Preparation of Miscellaneous Tables			1	6		7
Prepare Earthwork Summary Table			1	4		5
Finalize Quantity Calculations and Cost Estimate	1	1	4	8		14
Prepare Special Provisions (RSP & USP)		1	4	2		7
Prepare Draft Construction Information Book (CIB)	1	2	8	2		13
Final Plan Submission Review (QAQC)	1	6	4	8		19
Address Comments and Finalize		2	8	8		18
Submittal Package Preparation	1	2	4	2		9
<b>Final Plan Submittal</b>						<b>245</b>
Revisions / Answer Contractor Questions		2	2			4
Bid Award Letter / Bid Tabulations / Bidding Plan Sets	1	2	2			5
<b>Begin Construction</b>						<b>9</b>
<b>Total Hours</b>	14	49	111	236	0	410
<b>Hourly Rate</b>	\$261.53	\$256.23	\$232.17	\$134.95	\$171.45	
<b>Total Labor Cost</b>	\$3,661.42	\$12,555.27	\$25,770.87	\$31,848.20	\$0.00	\$73,835.76
<b>Direct Costs</b>						\$ 139.20
<b>Total</b>						\$73,974.96
<b>Road Design Fee</b>						<b>\$73,900.00</b>

Direct Cost	Unit Cost	Quantity	Cost
Travel Mileage (Assume 3 Meetings)	\$0.49/mile	80	\$ 39.20
Lodging (Per Person/Day)	\$90/person		\$ -
Per Diem (Per Person/Day)	\$28/person		\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 100.00
		<b>Total</b>	<b>\$ 139.20</b>

**FEE JUSTIFICATION**  
**MANHOURS BY CLASSIFICATION**  
**Civic Drive & Promenade Street Construction**

<b>Utility Coordination</b>	<b>PROJECT MANAGER</b>	<b>SENIOR ENGINEER</b>	<b>JUNIOR ENGINEER</b>	<b>TOTAL</b>
Project set up		1		1
Initial Notification		1		1
Response track/file		1		1
Facility Verification		1		1
Response track/file		1		1
UC Meeting w/Utilities (1 Total)	2	2		4
Conflict Analysis	1	1		2
Response track/file		1		1
Work Plan Request		1		1
Response track/file		1		1
Work Plan Review	1	1		2
Utility information in CIB		2		2
Relocation Work Review	1	2		3
				0

<b>Utility Coordination</b>				<b>21</b>
<b>Total Hours</b>	5	16	0	21
<b>Hourly Rate</b>	\$256.23	\$232.17	\$134.95	
<b>Total Labor Cost</b>	\$1,281.15	\$3,714.72	\$0.00	\$4,995.87
<b>Direct Costs</b>			\$	12.25
<b>Total</b>			\$	5,008.12
<b>Utility Coordination Fee</b>				<b>\$5,000.00</b>

Direct Cost	Unit Cost	Quantity	Cost
Travel Mileage	\$0.49/mile	25	\$ 12.25
Lodging (Per Person/Day)	\$100/person	0	\$ -
Per Diem (Per Person/Day)	\$28/person		\$ -
Reproductions/Copies/Materials/Postage	LS	0	\$ -
	Total		\$ 12.25

**FEE JUSTIFICATION**  
**MANHOURS BY CLASSIFICATION**  
**Civic Drive & Promenade Street Construction**

<b>Management</b>	<b>PRINCIPAL QC/QA</b>	<b>PROJECT MANAGER</b>	<b>SR. ENGINEER</b>	<b>TOTAL</b>
Monthly Status Reports (2 hours per month * 8 months)		8		8
Monitor scope, schedule, and budget (2 hour per month * 8 months)	2	16		16
<b>Total Hours</b>				<b>24</b>
<b>Total Hours</b>	2	24		24
<b>Hourly Rate</b>	\$261.53	\$256.87	\$232.17	
<b>Total Labor Cost</b>	\$523.06	\$6,164.88	\$0.00	\$6,687.94
<b>Direct Costs</b>			\$	-
<b>Total</b>				<b>\$6,687.94</b>
<b>Management Fee</b>				<b>\$6,600.00</b>

**FEE JUSTIFICATION**  
**MANHOURS BY CLASSIFICATION**  
**Civic Drive & Promenade Street Construction**

<b>Constr. Storm Water General Permit</b>	<b>PROJECT MANAGER</b>	<b>SR. ENGINEER</b>	<b>JR. ENGINEER</b>	<b>DESIGNER</b>	<b>TOTAL</b>
					0
Permit Application to HCSWCD		1	1		2
Storm Water Pollution Prevention Plan		2	8		10
Appendices		2	6		8
Newspaper Publication and Coordination	1		1		2
Submittal Review	1	1			2
Address Comments	2		2		4
					0
					0
					0
					0
					0
					0
					0
					28
<b>Total Hours</b>	4	6	18	0	28
<b>Hourly Rate</b>	\$256.87	\$232.17	\$134.95	\$171.45	
<b>Total Labor Cost</b>	\$1,027.48	\$1,393.02	\$2,429.10	\$0.00	\$4,849.60
<b>Direct Costs</b>					\$ 300.00
<b>Total</b>					\$5,149.60
<b>Constr. Storm Water General Permit Fee</b>					<b>\$5,200.00</b>

Direct Cost	Unit Cost	Quantity	Cost
Travel Mileage	\$0.49/mile	0	\$ -
Lodging (Per Person/Day)	\$90/person	0	\$ -
Per Diem (Per Person/Day)	\$28/person	0	\$ -
Newspaper Publication	LS	1	\$ 300.00
		<b>Total</b>	<b>\$ 300.00</b>

**FEE JUSTIFICATION**  
**MANHOURS BY CLASSIFICATION**  
**Civic Drive & Promenade Street Construction**

<b>Construction Phase Services</b>	<b>PROJECT</b>	<b>SR.</b>	<b>TOTAL</b>
	<b>MANAGER</b>	<b>ENGINEER</b>	
			0
Negotiated Hourly Rate Not to Exceed			0
			0
			0
<b>Construction Phase Services</b>			<b>\$5,000.00</b>