

AGREEMENT

CONSULTANT: First Group Engineering, Inc. **CLIENT:** Town of McCordsville, IN
5925 Lakeside Blvd. 6280 W 800 N
Indianapolis, IN 46278 McCordsville, Indiana 46055

Project No.: 24-0023 Date: April 10, 2024

Project Name: Town of McCordsville Road Inventory, Sign Inventory, and Lighting Inventory

Location: McCordsville, Indiana

Scope of Services: See Attachment A

Fee Arrangements:	1. AI LIDAR Pavement Inspection Update	LSUM \$10,190.00
	2. AI LIDAR Sign Inventory	LSUM \$ 2,300.00
	3. AI LIDAR Lighting Inventory	LSUM \$1,730.00
	Total	LSUM \$14,220.00

Principals	\$ <u>N/A</u> /Hr.	Technicians	\$ <u>N/A</u> /Hr.
Engineers	\$ <u>N/A</u> /Hr.	Clerical	\$ <u>N/A</u> /Hr.

Retainer Amounts: N/A

Special Conditions: Bill C/O Mark Witsman, Town Engineer

Offered by First Group Engineering, Inc.


(Signature)

Shawn Strange, P.E., Senior Vice President
(Printed Name/Title)

Accepted by Client

(Signature) (Date)

(Printed Name/Title)

(For)

The terms and conditions on the reverse of this form are part of this Agreement.

Execute both copies, return one to this office and retain one for your file.

Terms and Conditions

DURATION: Unless otherwise terminated, this Agreement shall remain in force for a period that may reasonably be required for completion of the services described in this Agreement.

FEES: It is understood that the fee listed on the previous page of this Agreement, except stated lump sum, is an estimate based upon the Scope of Services to be performed. This fee shall not be exceeded by more than 10% without the Consultant first obtaining the written approval of the Client. Where the fee arrangement is to be on an hourly basis, the hourly rates shall be those that prevail at the time the services are rendered.

METHOD OF PAYMENT: The Consultant will submit invoices monthly for services rendered to date and reimbursable expenses. The amount of each invoice shall be due within 30 days of the invoice date. Any unpaid balance beyond the 30 days shall be subject to interest of 1.5% compounded monthly, starting with the first day following the due date. Client agrees to pay all costs of collection, including reasonable attorney fees and legal expenses in the event any invoice is not paid when due.

TERMINATION: This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is so terminated, Consultant shall be paid for all services rendered to the date of termination and all reimbursable expenses.

REIMBURSABLE EXPENSES: Reimbursable expenses shall include the actual expense of transportation and subsistence of principals, employees, and consultants when traveling in connection with the project, field office expenses, resident project representatives' subsistence, and transportation, toll telephone calls and telecommunications, reproduction of reports, drawings, specifications and similar project related items.

OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes, and data are and remain the property of the Consultant and may not be used by the Client for any extensions of this project, for new projects, or for any other endeavor without the written consent of the Consultant.

INDEMNIFICATION: The Client shall indemnify and hold harmless the Consultant and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client or anyone for whose acts any of them may be liable.

RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

APPLICABLE LAW: Unless otherwise specified, this Agreement shall be governed by the Laws of the State of Indiana.

ASSIGNMENT: Neither party shall assign, or transfer any interest in the Agreement without the prior, express, and written consent of the other.

NONSOLICITATION OF EMPLOYEES: The client agrees that, during the course of the completion of the Project and for a period of two years after final completion of the Project, the client will not solicit, contact, or communicate with any employee of First Group Engineering, Inc. for the purpose of inducing such employee to terminate his or her employment with First Group Engineering.



Attachment "A"

Consulting Engineers
5925 Lakeside Blvd.
Indianapolis, IN 46278
Phone (317) 290-9549
Fax (317) 290-9560

6949 Kennedy Avenue
Unit F
Hammond, IN 46323
Phone (219) 844-6752
Fax (219) 844-6795

Quote for the Town of McCordsville Town of McCordsville Road Inventory, Sign Inventory, and Lighting Inventory

Professional shall provide Owner with services in connection with the Project as described below:

- 1) **LIDAR Pavement PASER Rating**
Given that over the course of time, the roads of Town of McCordsville in Hancock County have changed in condition due to the extreme temperature and weather over the last three years, First Group Engineering will provide the services for the Pavement Inspection of all paved Town Roads:
 - PASER inspection of approximately 170 miles of Town Roads in the jurisdictional control of the Town of McCordsville, Indiana. No inspections shall be done on private roads or roads within the jurisdiction of the other incorporated cities and towns in the county.
 - i) LIDAR, 3d Picture Inventory, and AI processing of Road & Sign Inventory – 170 miles (IF AUTHORIZED)
 - ii) Data collection is performed with a vehicle mounted sensor using LiDAR, GPS, and high-resolution cameras to generate a high-quality digital map of the environment.
 - iii) Camera imagery and lidar data go through a sensor fusion process where 2D information is linked with 3D properties and attributes of data from each sensor enhance each other. The results of sensor fusion is processed into GIS shapefiles.
 - iv) Distresses identified are:
 - v) Alligator Cracking
 - vi) Edge Cracking
 - vii) Longitudinal and Transverse Cracking
 - viii) Block Cracking
 - ix) Patching and Utility Cuts
 - x) Bumps & Sags
 - xi) Potholes
 - xii) Rutting
 - xiii) Shoving Swells
 - xiv) Pavement scored in both PCI and PASER

Cost for Field Work for PASER rating asphalt = Lump Sum \$ 10,190.00

- 2) **Sign Inventory (IF AUTHORIZED)**
 - i) AI is used to identify all signs and match an MUTCD code
 - ii) Size is identified as well as condition
 - iii) Output provided in Shapefile

Cost for Field Work for sign inventory = Lump Sum \$ 2,300.00

- 3) **Lighting Structure Inventory (IF AUTHORIZED)**
 - i) AI is used to identify all ACORD Town lights as well as all utility cobra head lights independently
 - ii) Output provided in Shapefile

Cost for Field Work for sign inventory = Lump Sum \$ 1,730.00

Other services that First Group can provide on an as needed basis to complement the work quoted above are 5-year asset management plan with map exhibits, CCMG application help, CCMG Bidding Help., construction inspection, survey, ADA inventory and transition plans, ADA ramp design and staking, and R/W services.



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Schedule of Services in connection with the Project as described below:

LIDAR Pavement Inspection, Sign Inventory, and Lighting Inventory Output and Maps will be delivered within 6 weeks of notice to proceed

Owner shall compensate Professional for services rendered in accordance with the following tasks:

Fixed Fee

1)	AI LIDAR Roadway PASER Inventory	LSUM	\$10,190.00
2)	AI LIDAR Sign Inventory	LSUM	\$ 2,300.00
3)	AI LIDAR Lighting Inventory	<u>LSUM</u>	<u>\$ 1,730.00</u>
Total Cost of LIDAR (If all Phases Authorized)		LSUM	\$14,220.00

After a period of 12 months from the date of this Agreement, First Group Engineering and the Town of McCordsville can renegotiate new labor rates and fees.