

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between CrossRoad Engineers, PC ("Professional"), and The Town of McCordsville, Indiana ("Owner"), March 19, 2020.

PROFESSIONAL

CrossRoad Engineers, PC
3417 Sherman Drive
Beech Grove, Indiana 46107
317-780-1555

OWNER

The Town of McCordsville
6280 W 800 N
McCordsville, Indiana 46055
317-335-3151

Project Name: CR 500 N Roadway Improvements Location: McCordsville, IN

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Professional and Owner agree as follows:

1. **Scope of Services.** Professional shall provide Owner with services in connection with the Project as described in the Scope and Fee Proposal dated March 19, 2020 (Exhibit 1). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope and Fee Proposal.
2. **Schedule of Services.** Professional shall start and complete work as set forth in the Scope and Fee Proposal. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with Paragraph No. 9 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope and Fee Proposal, Owner shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing or may be verbal.
4. **Owner's Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative. (2) Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Owner shall compensate Professional for services rendered according to Scope and Fee Proposal (Exhibit 1). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion.
6. **Payment Terms.** Owner agrees to pay all fees within 30 days of the date of the approved invoice. Balances due over 30 days will be assessed an interest rate of $\frac{2}{3}\%$ per month (8% per year). Owner agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.
 - A. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.
 - B. **Time and Materials** – The invoices will be based on Professional's time spent on each phase of the project at the time of billing.

8. **Insurance.** Professional shall maintain professional liability insurance for the duration of this Agreement and provide to the Owner a certificate of insurance annually no later than December 15th for the duration of the contract. Professional shall maintain professional liability insurance from an "A" rated insurer in the amount of not less than \$1,000,000 per claim and \$1,000,000 per policy period.
9. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope and Fee Proposal are exceeded through no fault of Professional, or if Owner has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope and Fee Proposal related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Owner. Owner may modify the scope, extent or character of the Project, necessitating modifications to the Scope and Fee Proposal. In each case, the Scope and Fee Proposal will be modified in a manner mutually acceptable to the Professional and the Owner, and the fees presented in the Scope and Fee Proposal will be equitably adjusted to accommodate the changes. Any change to the Scope and Fee Proposal will be documented in a Contract Change Order. Should the Professional and Owner be unable to agree on modifications to the Scope and Fee Proposal, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 10.
10. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period, which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 45 days of the date of invoice, Professional reserves the right, after giving thirty days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Professional shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should the Professional and Owner be unable to agree on modifications to the Scope and Fee Proposal as outlined in Paragraph No. 9, Professional shall have the right to terminate this Agreement upon thirty days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.
11. **Construction Costs.** Professional has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Professional's opinions of probable total Project costs and construction costs are made on the basis of Professional's experience and qualifications and represent Professional's best judgment as an experienced and qualified Professional, familiar with the construction industry. Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Professional.
12. **Limitation of Liability and Responsibilities.** The Owner shall hold harmless and indemnify Professional from all loss, damage, costs and expenses which Professional may suffer or sustain which results from acts or omission or any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform duties and responsibilities assumed by Professional under this Agreement.
13. **Assignment.** Neither Professional nor Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
14. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Professional and not for the benefit of any other party. The Engineer shall provide to Owner hard copies and in electronic media format all drawings, designs, specifications, reports, field notes, correspondence, or any other document of whatever nature that does not contain trade secrets either created by Engineer and Engineer's employees, consultants, agents, contractors, or subcontractors pertaining to any aspect of the project(s) which is the subject of this agreement. All documents prepared or furnished by Engineer are instruments of service. Subject to the following limitations, Engineer signs ownership including copyright to Owner upon payment for services rendered except engineer retains copyright in its standard systems, sections, details and specifications. Engineer grants Owner a license to use engineer standard systems, sections, details and specifications. 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 or in any other project or for any other use or purpose, without written verification or adaptation by Engineer.

15. **Successors.** This Agreement is binding on the partners, successors, executors, administrators, heirs and assigns of both parties.

16. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of three pages together with the Attachments identified above, constitutes the entire Agreement between Owner and Professional and supersedes all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

OWNER

The Town of McCordsville, Indiana

By: _____
Print: _____
Title: _____
Date: _____

PROFESSIONAL

CrossRoad Engineers, PC

By: Mark A. Beck
Print: Mark A. Beck
Title: Vice-President
Date: March 19, 2020

EXHIBIT 1



March 19, 2020

Mr. Ryan Crum, Director of Planning & Building
Mr. Mark Witsman, PE, Town Engineer
Town of McCordsville
6280 W 800 N
McCordsville, IN 46055

RE: Proposal for Civil Engineering Services – Revised for FDR pavement
CR 500 N Roadway Improvements
McCordsville, Indiana

Dear Ryan and Mark:

CrossRoad Engineers is pleased to present this proposal to provide professional services associated with the design of CR 500 N, from approximately 1,400 feet west to 2,500 feet east of CR 600 W in the Town of McCordsville. Design is assumed to be reconstruction of the existing roadway to accommodate future industrial growth along this corridor. It is understood that the intersection of CR 600 W and CR 500 N is currently under design as a roundabout by others, and this project will tie into said roundabout limits.

We have based our scope of work and fee proposal on the meeting held on February 18, 2020, and revised based on further discussions to utilize FDR pavement. The following scope of services is designed to assist you in the potential development of this project:

A. SURVEY DATA COLLECTION AND ROUTE SURVEY

CrossRoad Engineers will perform the field work and office work necessary to complete a topographic base map and Location Control Route Survey for this project. Included will be information such as one-foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities. Upon completion of the field work, CrossRoad shall establish all section lines, right-of-way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and also add all relative survey notes to the drawings.

B. ROAD DESIGN AND PLAN PREPARATION

In general, this task involves the preparation of design plans and bidding documents to allow the proposed project to be constructed. We will prepare plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and, Indiana Design Manual.

After the survey is complete, we will prepare a preliminary set of construction drawings, showing a layout that will identify the existing site amenities and will identify

proposed project features including the proposed roadway, typical sections, and any grading required to provide positive drainage. It is anticipated that the existing crossing culvert carrying Indian Creek under CR 500 N will need replaced; hydraulic analysis will be performed on the culvert.

Once preliminary plans have been completed, we will meet with you to discuss and make any necessary adjustments. This plan will then be used to complete the design of the project and to coordinate any necessary utility relocations and permits for the project.

C. UTILITY COORDINATION

We will coordinate with the representatives from each of the utility companies having facilities located within the project area, communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utilities and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities. Although no 'potholing' of facilities is anticipated to be required, it is assumed that the utility companies will be responsible for performing this work on their own facilities. This work shall be in general accordance with INDOT policy and procedures in effect as of the Effective Date of this Agreement. This scope of work only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis.

D. PERMIT APPLICATIONS

It is anticipated the construction of the project will disturb more than one acre of ground and therefore an Indiana Department of Environmental Management (IDEM) Rule 5 Notice of Intent will be required. We will prepare a Storm Water Pollution Prevention Plan, submittal of public notice, and permit application forms. The project also involves replacement of an existing culvert; therefore, an IDEM 401 and ACOE 404 are anticipated. A Wetland Delineation and Waters of the US Report will be performed by AquaTerra as part of this effort; see attached Subconsultant proposal dated February 28, 2020. The project appears to be outside of the delineated flood plain; therefore, no Construction in a Floodway permit is anticipated. It is assumed that an archaeological records check will not be necessary.

E. GEOTECHNICAL REPORT & PAVEMENT DESIGN

We will utilize the services of a subconsultant, Earth Exploration, Inc. to provide a geotechnical engineering investigation. See the attached Subconsultant proposal revised March 17, 2020 for detailed scope of services.

Pavement section will be determined by Earth Exploration utilizing information gathered during the geotechnical engineering investigation.

F. RIGHT-OF-WAY SERVICES

An estimated 20 parcels of right-of-way will be required. It is assumed that the roundabout limits will include the NE, NW, and SW corner parcels of the intersection; therefore, those three parcels were not included. This work will include 20-year title research for the permanent right of way to be acquired, preparation of property plats and legal descriptions for those parcels that will need to be acquired, appraisals, and right-of-way management. Right-of-way staking would only be performed if requested by the landowner and/or the Town for buying purposes. It is our understanding that the Town will perform buying functions.

G. METHOD FOR PAYMENT OF ENGINEERING FEES

During this work, progress invoices will be prepared for the portions of the work completed to date based on the Fee Schedule included with this document as Attachment "A". These invoices will be submitted by the 5th of each month and will become due thirty days thereafter.

H. UNDERSTANDINGS

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Also, should the Town decide to cancel the project at any time, all work completed up until that time will be invoiced.

Items not included within this scope are acquisition of building permits, sanitary sewer connection permits, regulatory fees to accompany permit applications, and permits normally obtained by contractor(s). Coordination and/or payment for these items will not be the responsibility of CrossRoad Engineers. It is anticipated the Town will acquire all right of way and prepare all bid documents for this project.

We are ready to begin this work and appreciate your allowing CrossRoad Engineers to assist you with the design of this project. If you have any questions, please call me at 780-1555 ext. 111.

Sincerely,

CrossRoad Engineers, PC



Mark A. Beck, P.E.
Vice President

ATTACHMENT "A"

FEE SCHEDULE

1. The following table lists the items to be performed on a lump sum basis:

TASK DESCRIPTION	TOTALS
A. Survey Data Collection and Route Survey	\$35,000
B. Road Design and Plan Preparation	\$91,000
C. Utility Coordination	\$10,000
D. Permit Applications ¹	\$12,000
TOTALS	\$148,000

2. The following table lists the items to be performed on a unit price basis:

TASK DESCRIPTION	TOTALS
E. Geotechnical Investigation & Pavement Design	\$21,031
F. R/W Engineering (Estimate 20 parcels)	
a. Preliminary T & E Reports (20 @ \$450 each)	\$9,000
b. Right of Way Engineering (20 @ \$1,200 each)	\$24,000
c. Right of Way Plats (20 @ \$500 each)	\$10,000
d. Right of Way Legal Descriptions (20 @ \$500 each)	\$10,000
e. Appraisals (20 total)	
5 @ \$1,830 ea, 1 @ \$2,690 ea, 14 @ \$4,300 ea	\$72,040
f. R/W Management (20 @ \$1,000 each)	\$20,000
g. R/W Staking (20 @ \$500 each)	\$10,000
TOTALS	\$176,071

TOTAL FEE

\$ 324,071

Our total lump sum proposed fee is divided into the above work components for billing purposes.

¹ Includes Wetland Delineation / Waters of the US Report

Cost Estimate
Geotechnical Evaluation, Pavement Analysis & Design
CR 600W Improvements - McCordsville

EXPLORATORY FIELD ACTIVITIES

Mobilization and demobilization	1 LS	\$600.00 / LS	600.00
Test boring with SPT sampling	130 ft	\$20.00 / ft	2,600.00
Shelby tube sampling	3 ea	\$65.00 / ea	195.00
ATV-mounted equipment	day	\$600.00 / day	
Truck-mounted equipment	2 day	\$300.00 / day	600.00
Rock coring	ft	\$35.00 / ft	
Rock core set-ups	ea	\$90.00 / ea	
Soundings	ft	\$10.00 / ft	
Pavement cores	8 ea	\$150.00 / ea	1,200.00
Road closure	day	\$200.00 / day	
Traffic control (flagmen)	2 day	\$1,650.00 / day	3,300.00
Hand auger soundings (ditches and areas of widening)	6 hr	\$105.00 / hr	630.00
Boring layout, permits and utility coordination	6 hr	\$105.00 / hr	630.00
Support truck	2 day	\$90.00 / day	180.00
Per diem	day	\$90.00 / day	
Overnight living expense	night	\$230.00 / night	
		Subtotal	9,935.00

LABORATORY

Visual soil/rock classification, moisture content and hand penetrometer readings	4 hr	\$80.00 / hr	320.00
Atterberg limits	4 ea	\$80.00 / ea	320.00
Grain size analysis	4 ea	\$120.00 / ea	480.00
Unconfined compression	4 ea	\$80.00 / ea	320.00
Standard Proctor	ea	\$145.00 / ea	
California bearing ratio (CBR)	ea	\$400.00 / ea	
Unit Weight	8 ea	\$20.00 / ea	160.00
Loss on Ignition	2 ea	\$38.00 / ea	76.00
Crush and sieve pavement cores	8 ea	\$240.00 / ea	1,920.00
Specific Gravity	ea	\$50.00 / ea	
Topsoil Testing	ea	\$400.00 / ea	
Pavement core logging, summary	8 ea	\$50.00 / ea	400.00
		Subtotal	\$3,996.00

ENGINEERING & PM

Report of results, discussion, and recommendations	1 LS	\$2,500.00 / LS	2,500.00
Pavement analysis and design	1 LS	\$4,000.00 / LS	4,000.00
Assist with preparation of contract documents	1 LS	\$600.00 / LS	600.00
		Subtotal	\$7,100.00

Estimated Total \$ 21,031.00



AquaTerra Consulting Inc.

151 North Home Avenue
Franklin, IN 46131

Phone # 317-502-7897
Fax # 866-827-5608

randy@aquaterracons.net
www.aquaterracons.net

Estimate

Date
2/28/2020

Estimate #
519

Name / Address

CrossRoads Engineering, PC
Attn: Mark Beck
3417 Sherman Drive
Beech Grove, IN 46107

Project

CR 500 N-McCordsville

Item	Description	Total
Wetland Delineation	Identify any wetland areas or other "waters of the United States" present at the project site located at CR 500 N, in McCordsville, according to US Army Corps of Engineers procedures in the "1987 Wetland Delineation Manual- Midwest Regional Supplements". Flag and GPS map any identified wetlands and/or other "waters of the US". Provide report detailing procedures, findings, conclusions, jurisdictional recommendation, and any permit considerations.	1,850.00

Wetland Delineation

Total

\$1,850.00