

October 26, 2021

Mark Gradison  
Sunbrook Development LLC  
6330 E 75<sup>th</sup> Street, Suite 156  
Indianapolis, IN 46250

RE: **Proposal for Sunbrook Section 4 – 63 Lots**  
Lebanon, IN  
Weihe Job No: W200380-4

Dear Mark:

This proposal is for professional engineering and land surveying services for Sunbrook Section 4. Section 4 will contain 63 lots with a typical lot size of 50' X 120'.

## SCOPE OF SERVICES

### A. Engineering Design and Construction Documents for Section 4 (63 lots)

1. Site Engineering to include:
  - Site grading.
  - Storm water conveyance and storage.
  - Drainage calculations and report.
  - Water quality design, calculations and BMP Operations and Maintenance Manual
  - Soil erosion control practices
  - Local streets
  - Gravity sanitary sewer mains and laterals.
  - Water mains and service connections.
  
2. Construction Documents to include:
  - Cover Sheet
  - Existing Conditions/Site Preparation Plan
  - Development Plan
  - Street Plan & Profile Sheets
  - Intersection Details
  - Traffic Signage and Lighting Plan
  - Storm Sewer Plan & Profile Sheets
  - Sanitary Sewer Plan & Profile Sheets
  - Water Main Plans
  - Erosion Control Plans
  - Site Details
  - Construction Specifications

3. Project Coordination and Permitting to include:
  - Internal coordination of design and construction documents.
  - Preparation of applications and permit forms.
  - Submission of plans to the City of Lebanon & TAC members.
  - Attendance at one TAC meeting per section
  - Addressing of comments received from the City and TAC members.
  - Submission of plans to the Boone County Surveyor's Office.
  - Attendance at one Drainage Board meeting
  - Addressing of comments received from the Surveyor's office and Drainage Board
  - Submission of plans to IDEM for sanitary sewer construction permit
  - Processing of documents for IDEM soil erosion control Notice of Intent (Rule 5)
  - Processing of documents for IDEM water main construction Notice of Intent

#### **B. Secondary Plat Preparation and Monumentation**

1. Preparation of the secondary plat based on the requirements of the City of Lebanon & the Boone County Recorder
2. Revisions of secondary plat based on comments from TAC members.
3. Setting of monuments as required by the City's Subdivision Control Ordinance and/or 865 IAC 1-12, Statutes for Land Surveyors in the State of Indiana.
4. Obtaining appropriate signatures for secondary plat and recording of plat with the Recorder's Office.

#### **C. Construction Staking**

Construction staking shall include the following:

- Silt Fence – Stake every 100 to 200 feet and at bends (1 staking - 1 trip)
- Centerline of Streets - Stake and grade every 50 ft., intersections, P.C.s, P.T.s, highs, lows and grade breaks (2 stakings - 1 trip each)
- Building Pads - Stake and grade front and back 5 ft. off-set from center of pads (1 staking - 1 trip)
- Swales – Every 50 ft., highs and lows, (1 staking - 1 trip)
- Sanitary Sewer Manholes - Stake and grade off-sets and lath actuals (1 staking - 1 trip)
- Sanitary Sewer Laterals – Stake actual termination locations (1 staking w/ sanitary main)
- Storm Sewer Structures - Stake and grade off-sets and lath actuals and additional off-sets on all curb inlets (1 staking - 1 trip)
- Water Mains - Stake hydrants, valves and fittings (1 staking - 1 trip)
- Conduit Crossings – Stake Endpoints (1 staking - 1 trip)
- Curbs - Stake and grade 50' interval on tangent, 25' interval on curves, check/replace hubs after lime stabilization (2 stakings - 2 trips)
- Dry Utilities – Paint curbs at property lines and stake front lot corners (1 staking - 1 trip)
- Temporary Centerline Control Points – Stake actuals (1 staking - 1 trip)
- Includes office supervision and calculations.

Restaking due to contractor negligence, delays in construction, acts of God and other issues outside of our control may be billed at our hourly rates. For the purposes of this proposal, we have assumed that

our field crew’s time will be used in an efficient manner. We have provided the number of trips that we anticipate for each task. If the contractor decides to split the staking into smaller sections (thus generating additional crew mobilization costs), we reserve the right to bill the additional travel and setup time.

**D. As-built Drawings & Digital Files**

This item includes:

- Locating sanitary sewer manholes and lateral markers, storm sewer structures, water main appurtenances, ponds, swales, and building pads per the City of Lebanon requirements.
- Preparation of Record Drawing plans on paper along with a CD containing digital files in PDF format and the required information per City standards.

**SUMMARY OF FEES**

<b>SECTION 4 – 63 LOTS</b>		
A.	Engineering Design and Construction Documents	\$36,300.00
B.	1. Secondary Plat Preparation	\$7,800.00
	2. Monumentation	\$9,450.00
C.	Construction Staking	\$28,350.00
D.	As-built Drawings & Digital Files	\$11,900.00
	<b>TOTAL SECTION 3:</b>	<b>\$93,800.00</b>

**Reimbursable Expenses**

Reimbursable expenses such as reprographics costs are billed at cost plus 10%. Mileage expenses will be billed at \$0.58 per mile.

**Assumptions**

The following assumptions were made in preparing this proposal:

1. A geotechnical investigation is recommended but not included in his proposal. This service can be provided through Weihe Engineers as a sub-contracted service.
2. No off-site surveying or design work is included other than what is specified in this proposal. Any off-site work not specified, if required, will be provided as an additional service at our standard hourly rates or at a mutually agreed lump sum fee.
3. It is assumed that the earthwork in each section of the project will be balanced. If the phasing of the project is such that a balance within each phase is not feasible, then mass grading of future sections may be necessary. If directed to show mass grading in a plan set, we will revise our fees for engineering, construction staking and as-builts accordingly.
4. Wetlands mitigation plans and RGP submittal process, if needed, will be handled by others.
5. Additional fees may be incurred if changes to the Scope of Services or changes in design criteria are requested after acceptance of this proposal.
6. This proposal is good for 30 days from the date it was prepared.
7. Weihe Engineers reserves the right to increase fees annually for amounts remaining in contract after one year from signed acceptance.

**Exclusions**

This proposal does not include the following items:

1. Preparation of subdivision covenants.
2. Traffic counts, investigation, studies or traffic engineering services.
3. Floodway/Floodplain analyses and/or HEC studies.
4. FEMA – Letter of Map Revision applications.
5. Preparation of easement descriptions, exhibits and/or field layout of easements. These items can be provided based on our hourly rates or at mutually agreed lump sum fees.
6. Construction cost estimates beyond those required by the City for estimation of bonding amounts.
7. Permitting, review or application fees.
8. Retaining wall design.
9. Any revisions in construction plans after approval due to client, owner, or contractor changes or circumstances beyond the control of Weihe Engineers

Mark, please review this proposal and let me know if you have any questions or would like to modify the scope of services in any way. We are looking forward to working with you on this project.

Sincerely,



Jim Pence  
Project Manager, Residential Development



**AGREEMENT FOR SERVICES**

This agreement is between Sunbrook Development LLC (Client) and Weihe Engineers, Inc. To accept this proposal, please sign below and email to Weihe Engineers, Inc. to [sharrer@weihe.net](mailto:sharrer@weihe.net).

Re: **Sunbrook Section 4**  
SW Corner of CR 250 N and Witt Road  
Lebanon, IN  
Weihe Job No.: PW200380-4  
Date: November 1, 2021

**SUMMARY OF FEES**

<b>SECTION 3 – 67 LOTS</b>		
A.	Engineering Design and Construction Documents	\$36,300.00
B.	1. Secondary Plat Preparation	\$7,800.00
	2. Monumentation	\$9,450.00
C.	Construction Staking	\$28,350.00
D.	As-built Drawings & Digital Files	\$11,900.00
<b>TOTAL SECTION 3:</b>		<b>\$93,800.00</b>

**Reimbursable Expenses**

Expenses incurred by Weihe Engineers and directly associated with this project will be billed at cost + 10%. Mileage will be billed at \$0.58 per mile.

**TERMS & CONDITIONS**

**Finance Charges:** Payment from the Client will be due within thirty (30) days of our invoice, and account balances outstanding after thirty (30) days will be assessed a finance charge of 1.5% per month (18% per year). We reserve the right to stop work if account balances become 60 days overdue. Invoices not paid within 120 days will be referred for collection and you will be responsible for all expenses incurred by us in the collection, including attorney fees.

**Limited Liability:** Weihe Engineers, Inc. shall have the first and primary right to remedy any errors, omissions or defective workmanship. Weihe Engineers, Inc. shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that the maximum liability of Weihe Engineers, Inc. is the amount of payments made by Client to Weihe Engineers, Inc., less expenses paid by Weihe Engineers, Inc. to subcontractors or to third parties. Weihe Engineers, Inc. is not responsible for errors resulting from faulty or incomplete information supplied by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against Weihe Engineers, Inc. or its subcontractors later than one year after completion of services.

**Use of Documents:** All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by Weihe Engineers, Inc. pursuant to this Agreement are instruments of service in respect to this project, and Weihe Engineers, Inc. shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this project, on any other project, or for completions of this project should this Agreement be terminated, nor may such documents be so reused without the express written consent of Weihe Engineers, Inc. Any reuse or modification of such documents without the consent of Weihe Engineers, Inc. will be at Client’s sole risk and without liability to Weihe Engineers, Inc., and Client shall indemnify and hold Weihe

**WEIHE**  
ENGINEERS

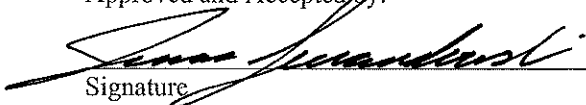
Engineers, Inc. harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

**Governing Law; Choice of Forum:** The laws of the State of Indiana shall govern as to all questions arising under this Agreement for services. The parties agree the courts with jurisdiction in Hamilton County, Indiana shall be the proper venue for any suit brought under this Agreement.

**Termination:** This Agreement may be terminated by either party upon [30] days written notice. The Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.

**Job Site Safety:** The parties agree that job site safety is the responsibility of the general contractor hired by Project Owner, not Weihe Engineers, Inc., and that the general contractor is responsible for the means and methods of construction and insuring that all persons and conditions at the job site comply with all applicable OSHA standards, safety regulations and requirements, and common industry standards for work site safety best practices. Accordingly, the parties agree that Weihe Engineers, Inc. is not responsible for identifying potentially unsafe, hazardous, or dangerous job site conditions or taking affirmative steps to immediately correct such conditions and protect persons and property from such conditions until corrected. The parties further agree that Weihe Engineers, Inc. has no duty or obligation to notify or warn Project Owner, the general contractor, or anyone else of potential OSHA violations, hazardous or unsafe conditions, or job site circumstances that may pose an immediate risk of harm to persons or property, and also agree that if any Weihe Engineers, Inc. representative, employee or agent notifies Project Owner, the general contractor, or anyone else of a potential OSHA violation, hazardous or unsafe condition, or job site circumstance that may pose an immediate risk of harm, then Weihe Engineers, Inc. has no duty thereafter to insure that the situation has been corrected. Weihe Engineers, Inc. shall be responsible for any negligent acts or omissions committed by its employees. Project Owner agrees to indemnify and hold Weihe Engineers, Inc. harmless from any and all claims, charges, complaints, lawsuits, or causes of action of any kind (including attorney's fees) arising from any injury or property damage occurring at the job site.

Approved and Accepted by:

 \_\_\_\_\_  
Signature Date 10-27-2021

JONIAS LEWANDOWSKI  
Printed

# P.M.  
Title

Billing Information: Invoices will be sent emailed to the person listed below. If this is not correct, please notify Jim Pence with the correct information.

Tim Barr  
[tbarr@gradison.net](mailto:tbarr@gradison.net)