

December 4, 2018

Tim Barr
Gradison Land Development
6330 E 75th Street, Suite 156
Indianapolis, IN 46250

RE: Proposal for Sunbrook Villas
32.0 Acres at the NE corner of CR 250 N and Witt Road
Lebanon, IN
Weihe Job No: W180718

Dear Tim:

This proposal is for professional engineering and land surveying services for Sunbrook Villas based on a conceptual land plan from your office that shows 113 lots. The lots shown are 50 ft. wide by 120 ft. deep (typical.)

The following assumptions were made in the preparation of this proposal:

- Site area: 32.0 acres
- Assumption that the project will be developed in three (3) phases of approximately 38 lots each.
- Typical lot size: 50' X 120'.
- The site can be served by gravity sanitary sewer that is located at the SW corner of the site.
- The Boone County thoroughfare plan shows that Witt Road is to be extended north from where it angles to the NW (north of the intersection with CR 250 N.) This extension will be included in and designed as a part of this project.
- The drainage outlet appears to be at the SW corner of the property.

SCOPE OF SERVICES

A. ALTA/NSPS Land Title Survey

- Research and acquisition of the record deed for the surveyed tract and adjoining parcels from the Office of the Boone County Recorder.
- Retracement/establishment of the perimeter boundary lines of the surveyed tract and adjoining real properties. Boundary retracement will be based on record deeds, plats, right-of-way plans, and physical evidence located in the field. This retracement is necessary in order to disclose any record gaps and/or overlaps between the perimeter lines of the surveyed tracts and adjoining real estate parcels.
- Verification and/or location of physical evidence (i.e. fences, buildings, tree rows, etc.) on and along the perimeter boundaries of the surveyed tract.
- Location of existing improvements such as buildings, utilities and pavement.
- Verification of existing and/or setting of permanent monuments at the corners of the surveyed tract.
- Above ground evidence of utilities.
- Depiction of easements and encumbrances affecting surveyed parcel based upon title commitment provided by client.

- Preparation of a plat of survey (24"x36" sheet typical) and accompanying surveyor's report explaining how the perimeter lines of the surveyed tract were retraced and/or reestablished and the uncertainties associated therewith.
- This survey will be completed in accordance with requirements contained in the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and contain items 1- 4, 7(a)(b1), 8, and 9 of Table A thereof.

B. Topographic Survey

- Topographic survey to include the 32-acre parcel, including full cross sections of CR 250 N and Witt Road along the property frontage.
- Underground utility locations to the extent that they are marked by representatives of the Indiana Underground Plant Protection Service, as shown on plans provided by the client or as marked by a private utility locating service.
- Invert and top of casting elevations of any sanitary and storm sewer manholes on the parcel along with the sizes of the pipes entering each manhole. This item does not include location of inverts for sanitary cleanouts, septic tanks, septic fields or wells.
- Determination of existing ground elevations on survey tract. Details such as the top of banks of open ditches, drainage swales, top and bottom of existing curbing and storm and sanitary sewer invert elevations will be determined as applicable.
- Location of perimeter of wooded areas, if any.
- Generation of contour lines at 1-ft. intervals.
- Establishment of an onsite benchmark for vertical elevation reference.
- Preparation of a Topographic Survey drawing (24"x36" sheet typical).

C. Master Planning and Preliminary Plat

An engineering master plan and a preliminary plat will be prepared that includes the following:

1. Site grading for 113 lots.
2. Earthwork takeoff with the intention of balancing the site (except for topsoil.)
3. Storm sewer and storm water detention design.
4. Gravity sanitary sewer design.
5. Preliminary plat documents including application form.
6. Attendance at one (1) Technical Advisory Committee (TAC) meeting.
7. Preparation of notices of public hearing to adjoining property owners.
8. Publishing of Notice of Public Hearing in the local newspaper.
9. Preparation of a colored exhibit of the site for use during the public hearing.
10. Attendance at one (1) Planning Commission meeting

D. Engineering Design and Construction Documents (for each phase of development)

1. Site Engineering to include design of:
 - 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
 - Entrance Design

- 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 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

E. Secondary Plat Preparation and Monumentation (for each phase of development)

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.

F. Construction Staking (for each phase of development)

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.

G. As-built Drawings & Digital Files (for each phase of development)

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.
- Collection of elevation data on pads and swales. This earthwork “as-built” survey can be used to verify if the contractor completed the earthwork per plans and as a basis for design of the next section of the project.

(Continued on the following page.)

SUMMARY OF FEES

A.	ALTA/NSPS Land Title Survey	\$6,400.00	
B.	Topographic Survey	\$7,800.00	
C.	Master Planning and Preliminary Plat for 113 lots	\$25,500.00	
TOTAL OVERALL PROJECT SCOPE ITEMS			\$39,700.00
SECTION 1 – 38 LOTS			
D.	Engineering Design and Construction Documents	\$18,800.00	
E.	1. Secondary Plat Preparation	\$4,000.00	
	2. Monumentation	\$5,500.00	
F.	Construction Staking	\$17,300.00	
G.	1. As-built Drawings & Digital Files	\$7,100.00	
	2. Earthwork As-built Survey and “Existing Conditions Plan”	\$1,300.00	
		TOTAL SECTION 1:	\$53,000.00
SECTION 2 – 38 LOTS			
D.	Engineering Design and Construction Documents	\$18,800.00	
E.	1. Secondary Plat Preparation	\$4,000.00	
	2. Monumentation	\$5,500.00	
F.	Construction Staking	\$17,300.00	
G.	1. As-built Drawings & Digital Files	\$7,100.00	
	2. Earthwork As-built Survey and “Existing Conditions Plan”	\$1,300.00	
		TOTAL SECTION 2:	\$53,000.00
SECTION 3 – 37 LOTS			
D.	Engineering Design and Construction Documents	\$18,300.00	
E.	1. Secondary Plat Preparation	\$3,900.00	
	2. Monumentation	\$5,400.00	
F.	Construction Staking	\$16,800.00	
G.	As-built Drawings & Digital Files	\$6,900.00	
		TOTAL SECTION 3:	\$51,300.00
		PROJECT TOTAL:	\$197,000.00

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. The construction documents for the extension of Witt Road will be incorporated into the subdivision construction documents. If a separate set of construction documents is required, the creation of such as well as permits and approvals will be considered outside the scope of this agreement.
8. Weihe Engineers reserves the right to increase fees by 3% 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. If the existing force main and/or water main are to be pot holed, and this work can be done so that our field crews can collect and incorporate this data into the topographic survey, it will be included in our topographic survey fee. If the pot holes are done after our field crew has completed their data collection on site, then the collection of the pot hole data will be an additional service.
8. Permitting, review or application fees.
9. Retaining wall design.
10. Any revisions in construction plans after approval due to client, owner, or contractor changes or circumstances beyond the control of Weihe Engineers

Tim, 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,



Duane A. Sharrer, P.E.

Vice President, Residential Development



AGREEMENT FOR SERVICES

This agreement is between Gradison Development Co. (Client) and Weihe Engineers, Inc. To accept this proposal, please sign below and email to Weihe Engineers, Inc. to sharrerd@weihe.net.

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 NE Corner of CR 250 N and Witt Road
 Lebanon, IN
 Weihe Job No.: PW180718
 Date: December 4, 2018

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	TOTAL SECTION 3:		\$51,300.00
	PROJECT TOTAL:		\$197,000.00

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 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:

Jonas Czerwinski

10-27-2021

Signature

Date

JONAS CERWINSKI

Printed

P.M.

Title

Billing Information: Invoices will be sent to the person listed below. If this is not correct, please notify Duane Sharrer with the correct information. Bill To:

Tim Barr
Gradison Land Development
6330 E 75th Street, Suite 156
Indianapolis, IN 46250
tbarr@gradison.net