

9/3/2026

Daryl McConnell, PLS
Director of Engineering
City of Auburn
210 S. Center St., 2nd Floor
Auburn, IN 46706

**Contract Proposal to Provide Professional Engineering
Lige Court Street & Utility Improvements
Auburn, IN**

Dear Mr. McConnell,

A&Z Engineering, LLC (A&Z) would like to thank you and the City of Auburn, IN (CLIENT) for the opportunity to submit this fee proposal to provide Professional Engineering Services to submit and apply for Indiana Department of Environmental Management (IDEM) Construction Stormwater General Permit (CSGP) for the proposed Lige Court Street and Utility Improvements project (PROJECT), for Parcel ID 21-10-06-201-014 located at 411 W Auburn Drive, Auburn, Indiana, 46706. A&Z's proposed scope of work and fees are presented on the following pages.

SCOPE OF WORK

A&Z will provide the services of qualified professional engineers, surveyors and designers to complete this scope of work. The anticipated scope of work includes the following tasks:

A. IDEM CONSTRUCTION STORMWATER GENERAL PERMIT:

1. **Construction Stormwater General Permit Requirements:** A&Z will prepare the following drawings and documents for the Owner to submit to IDEM for a Construction Plan Submittal and Review prior to submitting the Notice of Intent (NOI) Permit for the site. This permit is required for the construction of the proposed roadway and cul-de-sac.
 - i. The development of a Temporary Erosion and Sediment Control Plan to scale, showing erosion control methods to meet the objectives of the Indiana Stormwater Quality Manual will be provided by the CLIENT
 - ii. A&Z will prepare a Storm Water Pollution Prevention Plan (SWP3) Narrative providing information for how erosion and sedimentation will be managed on the project site to minimize the discharge of sediment off-site or to a water of the state. The plan will address the proper management of other activities that may generate pollutants during construction as well as address pollutants that will be associated with post-construction land use.
 - iii. A&Z will submit the SWP3 to the DeKalb County Soils and Water Conservation District (SWCD) for review and approval.
 1. A&Z will address and revise the SWP3 per the SWCD's review comments.
 2. A&Z will coordinate with the CLIENT to address and revise the Plans per the SWCD's review comments.
 - iv. A&Z will prepare a Legal Notice of Intent for the CLIENT to publish in the local newspaper.
 1. Publication and associated fees will be covered by the CLIENT.

2. Permit Fee(s) & Application: Permit fee(s) along with permit application will be submitted by CLIENT.
 - i. IDEM CSGP Application Fee – \$175.00
 - ii. DeKalb County SWCD Review Fee – \$300.00
 1. \$100 per disturbed acre, rounded up to the nearest whole acre. The site is approximately 2.83 acres.

SCHEDULE

The services will be arranged according to a mutually agreeable schedule between the CLIENT and A&Z. The estimated schedule will be determined after an initial kick-off meeting has been held.

COMPENSATION

No work under this Proposal shall be performed until A&Z receives written notice to proceed (NTP) from CLIENT.

A&Z shall receive as payment for the work performed under this Proposal at an Hourly Not-to-Exceed Basis of **\$2,795.00** for the professional engineering services. A&Z will be invoicing for the work done monthly until work is complete and accepted by CLIENT. Services shall be compensated according to the following methods and are broken down as shown in the table below:

	Task Description	Amount
<u>DESIGN ENGINEERING SERVICES</u>		
A	IDEM Construction Stormwater General Permit (CSGP)	\$2,320
B	IDEM CSGP Application Fee	\$175
C	DeKalb County Soils and Water Conservation District Review Fee	\$300
<u>DESIGN ENGINEERING SERVICES TOTAL</u>		\$2,795

SERVICES NOT INCLUDED

The following services are not included in the scope of work described above.

1. Other permit applications outside of the IDEM CSGP.
2. Engineered Design Plans

ADDITIONAL SERVICES

A&Z will provide services not included in the Scope of Work as additional services per an hourly rate in a supplemental. Upon separate authorization additional services and tasks requested will be based upon actual hours worked and paid for at the hourly rate schedule of the various personnel listed in **EXHIBIT "B"** to Proposal and as amended annually.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached **EXHIBIT "A"**, are incorporated here into and made a part of this letter agreement. The CLIENT referred to in the Standard Terms and Conditions means City of Auburn.

In Witness Whereof, City of Auburn and A&Z have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

Sincerely,

A&Z Engineering, LLC


Warren J. Zwick, P.E.
Member, Director of Engineering


Landon S. Grogg, E.I.
Vice President, Project Manager

We hereby authorize A&Z Engineering, LLC to proceed with the above professional services in accordance with this letter and the attached signed Standard Terms and Conditions.

Client: City of Auburn

By: 
Signature David E. Clark

09/15/2026
Date

Mayor
Title

Exhibit "A"
A&Z Engineering, LLC

Standard Terms and Conditions for Professional Engineering Services

1. Professional Services & Fee

- a. The professional services of A&Z are performed for a lump sum consistent with the scope of work described in the attached Proposal. If the scope of work changes during the progress of this project, A&Z will inform the Client of such change and will submit an estimated cost for such additional work. Upon approval by the Client of the change in scope and estimated cost, A&Z will proceed with the added work.
- b. A fee for an hourly rate services shall be all inclusive for the scope of work agreed upon under this agreement and paid for on an hourly rate according to A&Z current billing rates of the personnel assigned to the project plus reimbursable expenses times a factor of 1.1.
- c. All reports, drawings, specifications, manuals, visual materials, and other documents prepared by A&Z as instruments of service shall be the property of the Client. Such materials may be copyrighted by A&Z at the Client's discretion. A&Z will maintain in its possession all records related to a specific project up to 3 years from submitting its final product. A&Z shall not be responsible for any changes to the final electronic files once they are turned over to the Client. Client agrees to indemnify, defend and hold A&Z harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of A&Z's drawings and specifications, except on projects where A&Z has been retained to provide services.
- d. The Client recognizes that the site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data interpretations, and recommendations of A&Z are based solely on the information available. A&Z will be responsible for data it collects, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

2. Standard of Performance

A&Z will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the general time and place where the Services are performed.

3. Expenses

For those extraordinary expenses described in A&Z's proposal, the Client authorizes A&Z, to execute, on behalf of the Client's name, purchases and contracts for consultants: rental or purchase of special equipment: rental of external computers: expendable supplies: aerial mapping: other investigatory or exploratory work: and so forth. Such purchases or contracts shall be by negotiation unless bid invitation is specified in A&Z's proposal. Specialized equipment purchased with Client's approval specifically for the project will become the Client's property upon completion of the work. The Client will be invoiced for the purchase price and completion of the work. The Client will be invoiced for the purchase price and maintenance cost of such equipment or/and all extraordinary expenses at direct cost plus a 10 % surcharge.

4. Invoicing/Payment

- a. A&Z will submit to Client invoices periodically for portions of the work performed (but not more frequently than once per month) unless charges for such periods are minimal, in which event an invoice will be submitted when total charges exceed \$500.00 or when the work is completed, whichever occurs first. All invoice charges are based on U.S. dollars.
- b. Invoices are due within 30 days from date of invoice; all delinquent charges are subject to a service charge of 1-1/2 (1.5%) percent per month or a fraction thereof. Should payment due and unpaid by Client to A&Z, or any invoice within 45 days of the receipt of invoice, A&Z may, upon seven (7) days' written notice to Client, stop work and recover from Client payment for all work executed. In the event that A&Z must initiate collection for its fees and prevails in court, Client is responsible for A&Z costs of collection including reasonable attorney fees.

5. Changed Conditions

- a. A&Z will promptly notify the Client in writing if it discovers conditions or circumstances that were not contemplated at the commencement of this agreement. Subsequent to that notification, Client and A&Z will negotiate one of the following options:
 - i. If practicable, in the judgment of A&Z, the original scope of services will be completed in accordance with the procedures originally intended in A&Z's proposal for the services.
 - ii. The scope of services will be modified, and the estimate of charges revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties.

6. Insurance and Indemnification by A&Z

- a. A&Z will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile Claims for bodily injury, death or property damage arising from negligent performance by A&Z and its employees for the services required by this agreement. A&Z carries public liability and property damage insurance (\$1,000,000 each occurrence/\$2,000,000 aggregate) and worker's compensation insurance. Certificates will be forwarded upon request. Within the limits of said insurance, A&Z agrees to indemnify and save the Client and its members, manager, officers, employees, agents, and assignees harmless from and against any loss, damage, injury, or liability to the extent caused by the negligent acts, errors or omissions, intentional misconduct or breach of this agreement by A&Z, A&Z's employees, agents, subcontractors, and their employees or agents.
- b. A&Z will maintain errors and omissions/professional liability insurance in the amount of at least One Million Dollars (\$1,000,000).

7. Indemnification by Client

- a. Client agrees to indemnify and hold A&Z, its agents, subcontractors, officers and employees harmless from and against any and all losses to the extent caused by the negligent acts, errors or omissions, intentional misconduct or breach of this agreement by the Client, its employees, agents, subcontractors, and their employees or agents.

8. Terms of Agreement

- a. No modification or changes in the terms of the agreement be made except by written instrument signed by the parties.
- b. Either the Client or A&Z may terminate this agreement for convenience upon their (30 days) written notice delivered or mailed to the other party.
 - i. In the event of material breach of this agreement, the party not breaching the agreement may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination.
 - ii. In the event of the termination, other than caused by a material breach of this agreement by the Client, A&Z, Client shall pay A&Z for all services and all expenses performed prior to the termination notice date.
- c. A&Z and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement.
- d. This agreement shall be governed by the laws of the state of Indiana. Client and A&Z agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

9. Employment Eligibility Verification

- a. As required by IC § 22-5-1.7, A&Z swears or affirms under the penalties of perjury that A&Z does not knowingly employ an unauthorized alien. The A&Z further agrees that:
 - i. A&Z shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. A&Z is not required to participate should the E-Verify program cease to exist. Additionally, A&Z is not required to participate if A&Z is self-employed and does not employ any employees.
 - ii. A&Z shall not knowingly employ or contract with an unauthorized alien. A&Z shall not retain an employee or contract with a person that A&Z subsequently learns is an unauthorized alien.
 - iii. A&Z shall require his/her/its sub-consultants, who perform work under this Contract, to certify to A&Z that the sub-consultant does not knowingly employ or contract with an unauthorized alien and that the sub-consultant has enrolled and is participating in the E-Verify program.
 - iv. A&Z agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.
- b. The Client may terminate for default if A&Z fails to cure a breach of this provision no later than thirty (30) days after being notified by the Client.

IN WITNESS WHEREOF the undersigned parties have hereunto set their hands and seals the date signed below, they being of lawful age and competent to do so in their representative capacities.

A&Z Engineering, LLC

By: Warren J. Zwick
Warren J. Zwick, R.E.
Member; Director of Engineering

9/03/2026
Date

Client: City of Auburn

By: David E. Clark
Signature David E. Clark
Mayor
Title

09/15/2026
Date

Exhibit "B"

A&Z Engineering, LLC 2026 Hourly Rate Schedule

Classification	Invoice Rate
Principal	\$215.00
Office Manager	\$195.00
Department Manager / Senior Project Manager	\$180.00
Senior Project Engineer / Project Manager	\$165.00
Senior Engineer / Senior Surveyor / Senior Designer	\$150.00
Engineer / Surveyor / Designer	\$140.00
Senior Technician / Senior Construction Inspector / Senior RPR	\$108.00
Technician / Construction Inspector	\$95.00
Administrative	\$90.00
Intern Technician / Intern Construction Inspector	\$78.00
One Person Survey Crew	\$145.00
Two Person Survey Crew	\$195.00

2026 Reimbursable Expense Schedule

Expense Item	Expense Rate
Mileage	\$0.725/mile**
Photocopies	\$0.50/sheet (8.5x11)
Bond-AutoCAD plot	\$ 2.00/sheet (24x36)
Subconsultant Services	Cost + 10%

** Or current IRS standard mileage rate

Rates are subject to revision on January 1, 2027.