

**AGREEMENT FOR ENGINEERING SERVICES
Madison Street
FOR
City of Charlestown, Indiana**

This AGREEMENT FOR ENGINEERING SERVICES, made at Franklin County, Kentucky, and entered into by and between the City of Charlestown Redevelopment Commission (hereinafter referred to as the OWNER) and Haworth-Meyer-Boleyn Professional Engineers, Inc. (dba HMB Professional Engineers, Inc. and hereinafter referred to as the ENGINEER). Wherein, the aforementioned parties in mutual consideration of the promises, conditions and agreements as set forth below do herein promise and agree as follows:

RECITALS

WHEREAS, the OWNER desires to complete certain upgrades and improvements to a portion of that certain public roadway of the City of Charlestown, Indiana (the "City") commonly known as Madison Street, commencing at the intersection of Madison Street and Main Street and extending southeast to the intersection of Madison Street with an alleyway as approximately depicted on Attachment A, in order to comply with current standards of the State of Indiana (the "Project"); and

WHEREAS, the OWNER desires the ENGINEER to perform such Design, Bidding and Construction Administration and Observation of the Project as shown in the scope of work listed in Attachment A;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, and other good and valuable consideration, the parties hereby agree as follows:

AGREEMENT

I. ENGINEERING SERVICES; SCOPE OF WORK

ENGINEER shall provide to the OWNER the engineering services required for the studies and for preparation of plans and specifications in accordance with the Scope of Work in Attachment A in order to complete the Project; provided, however, this scope does not include geotechnical investigation, value engineering, archaeological survey, property surveys, utility design, or easement work, which shall be classified as "Additional Services". A list of Additional Services that may be requested by the OWNER is set forth in this AGREEMENT as Attachment B.

II. ENGINEERING FEES

For and in consideration of the satisfactory completion of the services defined, the OWNER shall compensate the ENGINEER as follows:

- A. Survey & R/W Engineering \$12,000
A sum to be paid monthly based upon an estimated percentage of completion

B.	Design A sum to be paid monthly based upon an estimated percentage of completion	\$35,865
C.	Advertising & Bidding A sum to be paid monthly based upon an estimated percentage of completion	\$ 6,308
D.	Construction Administration A sum to be paid monthly based upon the percentage of construction time elapsed	\$10,826
E.	Construction Observation A sum to be paid monthly based upon the percentage of construction time elapsed	\$23,790
F.	Additional Services A sum to be paid monthly	Lump Sum Fee as Negotiated, or Using Attachment C

II. PAYMENT OF ENGINEERING FEES

The OWNER agrees to process the Invoices issued by the ENGINEER in a timely manner; however, in no instance shall payment be delayed beyond 30 days from the date of issuance of the Invoice, without cause. Payments not made by the OWNER within the 30-day period shall bear interest beginning on the 31st day at the rate of 1% per month on the unpaid balance unless cause is established.

III. ADDITIONAL ENGINEERING SERVICES

Additional Services for the Project are anticipated. As a result, a typical listing of such services is shown in Attachment B. While not all inclusive, this list represents a majority of the additional items that might be expected on this Project.

IV. COMPLETION OF ENGINEERING SERVICES

The ENGINEER agrees to accomplish the work necessary to complete the agreed upon Scope of Work within a reasonable and mutually agreeable timeframe after Notice to Proceed from the OWNER. The ENGINEER shall not be held responsible for delays due to changes in the Scope of Work made by the OWNER, or by unforeseeable causes beyond the control of the ENGINEER.

V. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) days "WRITTEN NOTICE" in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If the AGREEMENT is so terminated,

the ENGINEER shall be paid for the services actually completed as of the date of Termination. Nothing herein shall be construed to limit the remedies at law or in equity available to the OWNER in the event of a breach of this AGREEMENT by the ENGINEER; in the event of a breach of this AGREEMENT by the ENGINEER, the OWNER shall be entitled to all remedies available at law and in equity.

VI. The ENGINEER states that he has, or will acquire at his own expense, the personnel and facilities necessary to accomplish the Work within a reasonable timeframe.

VII. INSURANCE

The ENGINEER agrees to maintain, at the ENGINEER'S expense, the following insurance:

(a) commercial general liability insurance, naming the OWNER as an additional insured thereunder, covering the legal liability of ENGINEER against claims for bodily injury, death and/or property damage arising out of the services provided by ENGINEER hereunder, with coverage limits in no event less than \$2,000,000 for personal injury or death to one person, \$2,000,000 for personal injury or death in one accident and \$1,000,000 for property damage;

(b) professional liability insurance for claims arising from ENGINEER's negligent performance of professional services hereunder, which may be either in the form of general office coverage or project-specific professional liability insurance with a per-occurrence limit of not less than \$2,000,000; and

(c) satisfy all applicable requirements under Indiana's worker's compensation law.

The ENGINEER shall promptly provide to the OWNER, upon request, insurance certificates evidencing the ENGINEER's compliance with this Section.

VIII. INDEMNIFICATION

(a) Except as caused or occasioned by the negligence or willful misconduct of the OWNER, its officers, commissioners, employees, attorneys and agents (each an "Owner Indemnitee" and, together, "Owner Indemnitees"), ENGINEER covenants and agrees at its expense to pay and to indemnify and save the Owner Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly or indirectly from ENGINEER's (and/or any of ENGINEER's employees, agents, attorneys or affiliates) negligence or willful misconduct with respect to the Project. If any action or proceeding is brought against one or more Owner Indemnitees, (i) each Owner Indemnitee may, in its sole discretion, select its own counsel, (ii) the Owner Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to ENGINEER in writing, and (iii) ENGINEER shall reimburse such Owner Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees, incurred

by such Owner Indemnitee(s) in connection with the defense of such action or proceeding.

(b) Except as caused or occasioned by the negligence or willful misconduct of the ENGINEER, and/or ENGINEER's officers, employees, attorneys and agents (each a "Engineer Indemnitee" and, together, "Engineer Indemnitees"), the OWNER covenants and agrees at its expense to pay and to indemnify and save the Engineer Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly or indirectly from the OWNER's (and/or the OWNER's officers, commissioners, employees, attorneys and agents) negligence or willful misconduct with respect to the Project. If any action or proceeding is brought against one or more Engineer Indemnitees, (i) each Engineer Indemnitee may, in its sole discretion, select its own counsel, (ii) the Engineer Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the OWNER in writing, and (iii) the OWNER shall reimburse such Engineer Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by such Engineer Indemnitee(s) in connection with the defense of such action or proceeding.

IX. FUNDING

Should the OWNER cause the project to terminate or cause the funding from the various funding agencies to be lost, as a result of the OWNER'S actions, then the full amount of Engineering Fees accumulated as a result of services actually rendered as of the date of notice of the termination shall be due to the ENGINEER.


X. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Indiana. This Contract is entered into at Charlestown, Indiana and all jurisdictional matters will be decided in Clark County, Indiana.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT this ____ day of _____, 2022.

ENGINEER:

HMB PROFESSIONAL ENGINEERS, INC.

By: 
Name: Chris A. Stewart, P.E.
Title: Principal-in-Charge

OWNER:

CITY OF CHARLESTOWN REDEVELOPMENT COMMISSION

By: _____
Name:
Title: President

ATTACHMENT A

SCOPE OF WORK
MADISON STREET
CHARLESTOWN, INDIANA

Scope of Work:

The OWNER desires the ENGINEER to assess and design upgrades to Madison Street roadway between Main Street and the alley adjacent to the new Forest Edge Apartments site. Updates shall include a 2-lane roadway with curb and gutter, sidewalk, and utility coordination.

The ENGINEER will assist with that effort by providing services for the following:

Preliminary Design & Plans (40% Complete):

- Topographic survey including existing boundary survey and field survey of entire property
- Roadway design for a two-lane curb & gutter roadway section with sidewalk including: title sheet, typical sections, roadway plan and profile, preliminary cross sections.
- Preliminary utility coordination and determination of impacts
- R/W engineering & exhibits, as necessary
- Roadway drainage within project limits
- Preliminary quantities and cost estimate
- Review meeting with OWNER

Final Design & Plans (100% Complete):

- Final Design based on preliminary plans and feedback from OWNER
- Development temporary erosion control measures (Construction Stormwater General Permit is not anticipated)
- Finalize plans including title sheet, typical sections, plan & profile, construction details, quantity summary tables, and cross sections
- Finalize utility coordination including approved work plans
- Develop technical specifications and coordination of front-end documents with client staff
- Final quantities and engineer's cost estimate

Bidding Services:

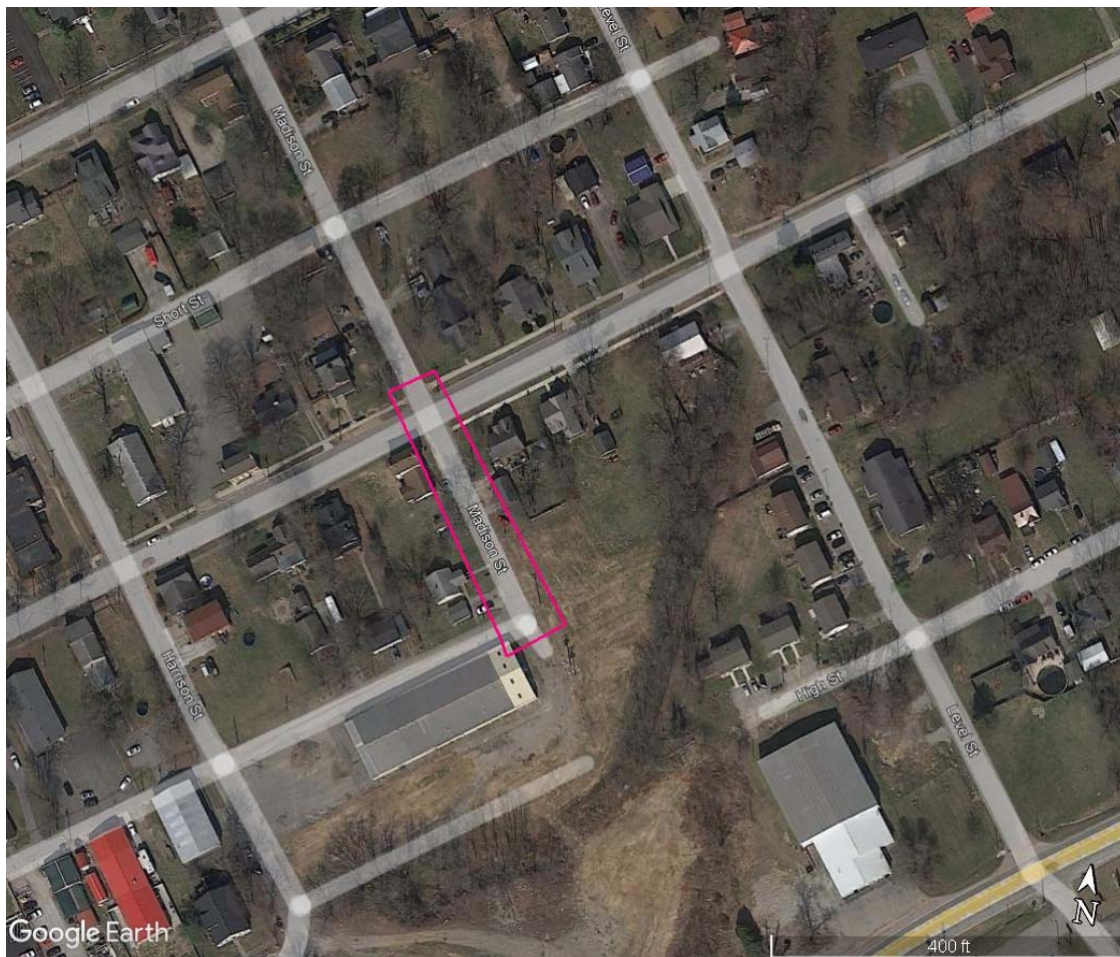
- Develop advertisement and coordinate posting (cost of advertisement paid by OWNER)
- Answer contractor questions during bidding timeframe
- Issue and coordinate addenda as necessary
- Schedule and hold pre-bid meeting
- Develop pre-bid meeting minutes
- Review bids, create a bid tabulation, and develop recommendation of award letter

Construction Administration & Observation:

- Schedule and Attend pre-construction meeting and prepare meeting minutes
- Review, approve, and forward for payment contractor pay applications
- Review shop drawings as necessary
- Review change order requests, request for information
- Attend monthly progress meetings
- Provide part-time construction observation for 16 hours/week (anticipated for 12 weeks)
- Provide written record of site visits
- Schedule and attend punch list meeting and provide meeting minutes

Deliverables:

- Preliminary Plans & Design – 40% complete
- Final Construction Plans and Bid Documents – 100%



ATTACHMENT B

TYPICAL ADDITIONAL ENGINEERING SERVICES

<u>TASK</u>	<u>REMARKS</u>
Cultural Resources Services and permitting	(1)
Electrical and Lighting Design	(1)
Utility Design	(1)
Irrigation Design	(1)
Geotechnical Investigation	(1)
Property Survey at Site(s) & Easements	(2)
Easement Related Meetings & Easement Related Plan Changes	(1)
Environmental Assessment	(1)
Landscape Architecture	(1)
Construction Administration and/or Observation beyond the contractual construction period	(1)
GIS Services	(1)
Environmental Permitting	(1)
Construction Materials Testing	(1)
Right of way Acquisition services	(1)
Stormwater drainage outside of project limits	(1)

NOTES

- (1) This task may not be required, if it is, the fee shall be negotiated at the time it is requested by the OWNER, or per Attachment C.
- (2) Property survey for any site(s) if new land is required; also, metes and bounds easement descriptions, if required.

**ATTACHMENT C
STANDARD HOURLY RATES**

Any work performed by the ENGINEER outside the scope of this AGREEMENT, and without a negotiated lump sum Amendment, may be performed at the ENGINEER's most recent standard hourly rates. In such instances, no Amendment would need to be negotiated; rather a simple Authorization from the OWNER to perform the requested services would be required. The ENGINEER's current standard hourly billing rates are listed below. It is important to note that these rates will change annually on or about January 1. The OWNER will be notified in writing of any change in these rates and the effective date of the change.

PRINCIPAL-IN-CHARGE	\$220.00
SENIOR PLANNING & TRAFFIC ENGINEER	\$220.00
SENIOR DESIGN ENGINEER	\$210.00
SENIOR ENVIRONMENTAL SCIENTIST	\$185.00
FUNDING SPECIALIST	\$180.00
REGISTERED LAND SURVEYOR	\$175.00
DESIGN ENGINEER	\$150.00
SENIOR RIGHT-OF-WAY AGENT	\$150.00
ENVIRONMENTAL SCIENTIST	\$140.00
CAD TECHNICIAN	\$110.00
ENGINEER-IN-TRAINING	\$105.00
ADMINISTRATIVE	\$105.00
ACQUISITION SPECIALIST	\$105.00
FIELD PERSONNEL	\$95.00
EXPENSES	Actual Cost + 15%