

2020
General Services Agreement
For Professional Engineering Services
CITY OF CHARLESTOWN
Charlestown, Indiana

This is an agreement made as of this ____ day of _____ 2020, between the **City of Charlestown, Indiana**, acting thru its duly appointed **Board of Public Works & Safety (OWNER)** and **Jacobi, Toombs, and Lanz, Inc. (CONSULTANT)** a firm of Professional Engineers, Surveyors and GIS Specialists.

WHEREAS, **OWNER** wishes to retain the **CONSULTANT** to provide Professional Engineering Services on an "as-needed" basis. The **CONSULTANT** agrees to undertake and perform these certain services (**WORK**) as may be requested by the **OWNER**, all in accordance with the terms and conditions contained herein.

The **WORK** to be performed, the schedule for performance, and the compensation due the **CONSULTANT** shall be described in **WORK ORDERS** issued by the **OWNER** to the **CONSULTANT**, the form of which is attached hereto as Attachment B. Each **WORK ORDER** shall be duly executed by both parties, (an Authorized Representative of the **OWNER** may execute on the **OWNER'S** behalf), and shall be subject to the terms and conditions of this General Services Agreement, except as modified expressly by the **WORK ORDER**.

The scope of the Professional Engineering Services that the **CONSULTANT** will perform under this agreement is described in Attachment A. **CONSULTANT** agrees to perform these services as required for each individual **WORK ORDER**, the form of which is described in Attachment B, invoiced to the **OWNER** on a Time & Materials basis at the hourly billing rates shown in Attachment C, and in accordance with the terms and conditions described in Attachment D.

This Agreement consists of this document together with Attachment A – Scope of Engineering Services, Attachment B – WORK ORDER FORM, Attachment C – Hourly Billing Rates, and Attachment D - Terms and Conditions. This agreement between the **OWNER** and **CONSULTANT** supercedes all prior written and oral understandings. This agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

OWNER:

City of Charlestown, Indiana
Charlestown, Indiana
304 Main Cross Street
Charlestown, Indiana 47111

By _____

Witness _____

CONSULTANT:

Jacobi, Toombs, and Lanz, Inc.
1829 East Spring Street, Suite 201
New Albany, Indiana 47150
(812) 285-9585

By _____
Jorge I. Lanz, P.E., President

Witness _____
Joshua N. Hillman, P.E., PLS, Associate

General Services Agreement
Attachment A: Scope of General Engineering Services

1. General Description

The purpose of this agreement is to establish a formal document through which the **CONSULTANT** can provide engineering support and services to the **OWNER** on an as-needed and as-requested basis.

2. Scope of General Engineering Services

The **CONSULTANT** shall provide the following on an as-needed basis when requested by the **OWNER**:

I. General Consultation and Project Management

1. Serve as the Board of Public Works & Safety's Engineer.
2. On-Call services as required by the City of Charlestown.

II. Survey and Design

1. Topographic and Legal Surveys as required.
2. Design, preparation of plans, specifications, contract documents.
3. Preparation of any Easement plats and descriptions that may be necessary for the project.
4. Coordination with the **OWNER**, and State agencies, including preparation and submittal of any permit applications that may be required.
5. Utility relocation coordination.
6. Assist the **OWNER** in bidding the work, analyze Contractor bids received, and make award recommendation.
7. Provide and manage the Geotechnical Investigation (Subcontract Geotechnical Investigation to a subconsultant) as required.

III. Construction Observation

1. Provide full-time (or part-time) inspectors and assistant personnel as required to ascertain that the project is constructed in accordance with the contract documents.
2. Review shop drawings submitted by the Contractor, and Contractor payment requests.
3. Address Contractors questions, work out problems that may arise.
4. Report to the **OWNER** on a monthly basis.
5. Preparation and negotiation of change orders.

3. Project Schedule

General Services shall commence as directed and upon receipt of a signed contract and notice-to-proceed, and shall continue until terminated in writing by either the **OWNER** or the **CONSULTANT**.

This contract may also be renewed by the **OWNER** for following years. The **CONSULTANT** may update the Billing Rate Schedule included in **ATTACHMENT C** with the consent of the **OWNER**.

ATTACHMENT B: WORK ORDER FORM

WORK ORDER NO. _____

Date: _____

In accordance with the General Services Agreement between the **City of Charlestown, Indiana**, acting thru its duly appointed **Board of Public Works & Safety (OWNER)**, and **Jacobi, Toombs and Lanz, Inc. (CONSULTANT)**, dated ____ / ____ / 2020, this **WORK ORDER** is the written authorization to the **CONSULTANT** to provide the work described herein, in accordance with the attached schedule, and not-to-exceed fee.

Work: The Work shall be as described in Section A of this **WORK ORDER**. **CONSULTANT** shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the Work. **CONSULTANT** represents that it has thoroughly reviewed the Work and the General Services Agreement and that it accepts the Work and the conditions under which the Work is to be performed.

Schedule: The Schedule shall be set forth in Section B of this **WORK ORDER**. **CONSULTANT** represents that the Schedule is reasonable and achievable.

Payment Terms: Payments to the **CONSULTANT** shall be as described in Section C of this **WORK ORDER**.

Terms and Conditions. The terms and conditions of the General Services Agreement referenced above shall apply to this **WORK ORDER**. This **WORK ORDER** also incorporates all of the terms and conditions required to be included in it by the General Services Agreement.

OWNER:

CONSULTANT:

**City of Charlestown
Charlestown, Indiana
304 Main Cross Street
Charlestown, Indiana 47111**

**Jacobi, Toombs, and Lanz, Inc.
1829 East Spring Street, Suite 201
New Albany, Indiana 47150
(812) 945-9585**

By _____

By _____
Jorge I. Lanz, P.E., President

Witness _____

Witness _____
Joshua N. Hillman, P.E., PLS, Associate

Or

By _____
Authorized Representative

Printed Name _____

WORK ORDER NO. _____

SECTION A – DESCRIPTION OF THE WORK

Jacobi, Toombs and Lanz, Inc. (**CONSULTANT**) shall provide the Professional services for the project as described as follows:

(Project Description)

SECTION B – SCHEDULE

All work shall be completed within _____ calendar days unless modified in writing by the **OWNER** and the **CONSULTANT**. The estimated final deliverable date is _____.

SECTION C – PAYMENT TERMS

Payment to the **CONSULTANT** shall be on a time and materials basis, based on the hourly billing rates shown in Attachment C of the General Services Agreement and incorporated herein for reference, with a not-to-exceed amount of \$_____.
The **CONSULTANT** may submit monthly invoices for payment for work completed to date.

**General Services Agreement
Attachment C: Hourly Billing Rates**

ATTACHMENT C
JACOBI, TOOMBS AND LANZ, INC.
2019
HOURLY BILLING RATES

CODE	CLASSIFICATION	STANDARD HOURLY BILLING RATE*
PR2	PRINCIPAL - PRESIDENT	\$180
PR1	PRINCIPAL - VICE PRESIDENT	\$175
PM3	PROJECT MANAGER III	\$160
PM2	PROJECT MANAGER II	\$145
PM1	PROJECT MANAGER I	\$135
E5	ENGINEER V (PE)	\$160
E4	ENGINEER IV (PE)	\$140
E3	ENGINEER III (PE)	\$130
E2	ENGINEER II (PE)	\$120
E1	ENGINEER I (PE)	\$110
DE	DESIGN ENGINEER	\$105
LA	LANDSCAPE ARCHITECT	\$90
ET4	ENGINEERING TECH IV (EIT)	\$87
ET3	ENGINEERING TECH III (EIT)	\$80
ET2	ENGINEERING TECH II	\$70
ET1	ENGINEERING TECH I	\$65
GM	GIS MANAGER	\$140
GT2	GIS TECHNICIAN II	\$80
GT1	GIS TECHNICIAN I	\$75
CT3	CAD TECH III (DESIGNER)	\$90
CT2	CAD TECH II	\$75
CT1	CAD TECH I	\$70
SM	SURVEY MANAGER	\$150
LS2	LAND SURVEYOR II (LS)	\$110
LS1	LAND SURVEYOR I (LS)	\$100
SC	SURVEY CHIEF	\$85
ST2	SURVEY TECHNICIAN II	\$80
ST1	SURVEY TECHNICIAN I	\$75
FC2	2-MAN SURVEY CREW	\$165
FC3	3-MAN SURVEY CREW	\$240
RCM	RESIDENT CONSTRUCTION MANAGER	\$125
RP	RESIDENT CONSTRUCTION REPRESENTATIVE	\$100
RI	RESIDENT INSPECTOR	\$85
CA	CONSTRUCTION/PROJECT ADMINISTRATOR	\$90
ADM	ADMINISTRATIVE ASSISTANT	\$110
CL	CLERICAL	\$70
LAS	LAND ACQUISITION SPECIALIST	\$100
PRIII	PLAN REVIEWER III	\$98
PRII	PLAN REVIEWER II (ICC CERTIFIED)	\$90
PRI	PLAN REVIEW I	\$85
GPS	GPS	\$50
RTS	ROBOTIC TOTAL STATION EQUIPMENT	\$50
EXP	MILEAGE: PER MILE	\$0.45

* Overtime will be charged at 1.25 times the standard billing rate.

** Serving as an expert witness in legal proceedings will be charged at 2 times the standard billing rate.

These rates may be adjusted on an annual basis as required by economic factors at the discretion of Jacobi, Toombs and Lanz, Inc.

General Services Agreement Attachment D: Terms & Conditions

Services Jacobi, Toombs and Lanz, Inc. (JTL) will perform services for the Client with these Terms & Conditions. JTL has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by JTL in performing their services.

Authorized Representatives The officer assigned to the Project by JTL is the only authorized representative to make decisions or commitments on behalf of JTL. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to JTL at Project inception. JTL will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Site Access The Client shall obtain all necessary approvals for JTL to access the Project site(s).

Period of Service JTL shall perform the services for the Project in a timely manner consistent with sound professional practice. JTL will strive to perform its services according to the Project schedule set forth in Attachment C. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. JTL shall be entitled to an extension of time and compensation adjustment for any delay beyond JTL control.

Compensation In consideration of the services performed by JTL, the Client shall pay JTL in the manner set forth in Attachment B. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of JTL.

Payment Definitions The following definitions shall apply to methods of payment:

- Salary cost is defined as the individuals base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by JTL employment policy.
- Cost plus is defined as the individuals base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- Lump sum is defined as a fixed price amount for the scope of services described.
- Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

- Subcontracted services are defined as Project related services provided by other parties to JTL
- Reimbursable expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms JTL shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. JTL shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to JTL is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give JTL the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by JTL.

Additional Services The Client and JTL acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, JTL shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Independent Consultant JTL shall serve as an independent consultant for services provided under this agreement. JTL shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by JTL.

Standard of Care Services provided by JTL will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. JTL will not be liable for the cost of any omission that adds value to the Project.

Compliance with Laws JTL shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, JTL shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals JTL will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Ownership of Documents Documents prepared by JTL for the Project are instruments of service and shall remain the property of JTL. Record documents of service shall be based on the printed copy. JTL will furnish documents electronically, however the Client releases JTL from any liability that may result from documents used in this form. JTL shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

Insurance JTL will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Worker's Compensation</u>	\$500,000 per Accident and \$500,000 Policy Limit
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage)
<u>Automobile Liability</u>	\$2,000,000 aggregate \$1,000,000 combined single limit for bodily injury and property damage
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. JTL shall be a named insured on those policies where JTL may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Waiver of Subrogation JTL shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that JTL will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Indemnification JTL shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of JTL in the performance of services under the Project. If such damage results in part by the negligence of another party, JTL shall be liable only to the extent of their proportional negligence.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and JTL, the risks have been allocated. The Client agrees to limit the liability of JTL for all claims related to the Project at \$50,000 or the net income realized by JTL for the Project, whichever is greater.

Third Party Claims The Client will compensate JTL for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of JTL.

Legal Expense In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within 30 days of the court action.

Lien Rights JTL may file a lien against the Client's property in the event that the Client does not make

payment within the time prescribed in this agreement. The Client agrees that services by JTL are considered property improvements and the Client waives the right to any legal defense to the contrary.

Consequential Damages Neither the Client nor JTL shall be liable to the other for any consequential damages regardless of the nature or fault.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, JTL shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify JTL from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of JTL.

Cost Opinions JTL shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and JTL acknowledge that actual costs may vary from the cost opinions prepared and that JTL offers no guarantee related to the Project cost.

Independent Counsel The Client agrees to obtain independent legal and financial counsel for the Project considering JTL does not furnish these services.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. JTL may offer advice concerning the value of the contingency fund; however, JTL shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by JTL.

Contractor Selection JTL may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

Shop Drawing Review If included in the scope of service, JTL shall review shop-drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. JTL shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

Construction Review If included in the scope of service, JTL shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make JTL responsible for the work performed by another party, the means,

methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

Rejection of Work JTL may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

Safety JTL shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and JTL acknowledge that JTL will rely on information furnished by other parties in performing its services under the Project. JTL shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Construction Record Drawings If included in the scope of service, JTL will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, JTL cannot and does not warrant their accuracy.

Force Majeure Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

Dispute Resolution The Client and JTL agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. JTL shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by JTL with cause upon fourteen (14) days written notice. JTL shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay JTL all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, JTL shall be entitled

to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or JTL may terminate services on the Project upon thirty (30) days written notice with or without cause. JTL shall submit an invoice for services performed up to the effective date of termination and the Client shall pay JTL all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty JTL warrants that they will deliver products under the Project within the standard of care. JTL provides no other expressed or implied warranty.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and JTL will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and JTL shall survive the completion or termination of services for the Project.