



**CITY OF LAWRENCE UTILITIES
AGREEMENT FOR Sanitary Sewer
GENERAL CONSTRUCTION OBSERVATION**

This Agreement is entered into by and between Lawrence Utilities, (hereinafter referred to as “City”) KG FORT, LLC (herein referred to as “Developer”) and is relative to general construction observation for sanitary sewer mains and appurtenances at The Benjamin located at 5611 Lawrence Village Parkway Lawrence, IN. (hereinafter referred to as “Project”).

Developer hereby agrees to hold harmless, indemnify and defend City and all its officers, agents, and employees from and against any claim arising out of any act or omission of Developer, its engineer, employees, or representatives in connection with this Agreement.

City agrees to provide for general construction observation services consisting of periodic on-site physical review of construction and materials, including pre-filling and final completion inspections (the “General Construction Observation Services”) in compliance with approved plans, specifications, policies, and standards on file and approved by the City. All air testing, vacuum testing, mandrel testing, and video inspection shall be the responsibility of the contractor. A Lawrence Utilities Inspector shall be present for all testing but does not have to be present for video inspection work. The developer is responsible for the cost of all required tests. The results shall be made available to the City.

This Agreement does not include any construction engineering or construction surveying services. The city agrees to perform said General Construction Observation Services for an **estimated fee** of \$1,800.00 PLUS ALL CHARGES FOR CONTRACT TESTING WITH AN INDEPENDENT CONSTRUCTION AND MATERIALS TESTING FIRM, if required, the (“Inspection Fee”).

Inspection hours are based upon estimates received by the Developer and are billed at \$75.00 per hour. The final Inspection Fee will be based upon hours actually incurred for inspection plus the City’s additional costs.

If additional inspection hours are required to complete the project, Developer shall be responsible to pay to the City the additional costs prior to acceptance or final approval of the infrastructure. Any unused inspection fees shall be returned to the developer upon project acceptance. (Please make check payable to “City of

Lawrence”).

IN TESTIMONY WHEREOF, the Developer hereby agrees to the terms of this Agreement this ____ day of _____.

CITY OF LAWRENCE UTILITIES DEVELOPER

Tracy Boyd, USB Chairperson

Signature

Attest: _____
Tina Whitcomb, USB Secretary

Signature