

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") for professional services is entered into by and between the City of Lawrence, Indiana, by and through its Board of Public Works and Safety (the "City"), the City of Lawrence Utilities, by and through the Utility Service Board of the City of Lawrence, Indiana ("Utilities"), and United Consulting ("Contractor").

1.0 SERVICES

Contractor shall provide services to the City and Utilities as outlined in Attachment A to this Agreement, Scope of Services.

2.0 TERM

The term of this Agreement shall begin on May 12, 2025, and terminate on December 31, 2025, unless terminated earlier in accordance with this Agreement. A renewal or extension shall be only by written instrument signed by the City, Utilities, and Contractor and attached hereto as an amendment. All other terms and conditions shall remain the same as set forth herein.

3.0 COMPENSATION

- (a) The total cost to the City and Utilities, in the aggregate, for Contractor's services under this Agreement shall not exceed ONE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$131,200.00). The cost for Contractor's services shall be split equally between the City and Utilities, with each party responsible for fifty percent (50%) of the total cost for Contractor's services. Contractor shall submit detailed invoices on a monthly basis with the appropriate documentation to validate any fees or expenses associated with any authorized reimbursements. Fees and rates for any services provided under this Agreement and any authorized reimbursable expenses shall be those set forth in Attachment B to this Agreement, Fees.
- (b) Contractor shall, as a condition precedent to this Agreement, provide an IRS Form W-9 to the City and Utilities. Compensation will be directed to the entity and address indicated on the IRS Form W-9.
- (c) The City and Utilities has the right to retain final payments if professional services were not rendered in accordance with this Agreement. The final invoice shall be delivered to the City no later than 45 days after termination of this Agreement. Contractor shall obtain and maintain proper permits and licenses to complete services.

4.0 INDEPENDENT CONTRACTOR

The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City or Utilities. Contractor is solely responsible for all taxes, and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the City or Utilities for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate

the City or Utilities in any way except as otherwise provided in this Agreement.

5.0 FINANCIAL REPORTING

Contractor shall be responsible for all financial record keeping and reporting as well as for any state, federal or local income tax reporting and payment, and any other tax-related reporting and payment, pertaining to any and all income earned during the term of this Agreement.

6.0 INSURANCE

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain the types of insurance in the amounts listed below as will protect the City and Utilities from claims that may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or its subcontractors or by anyone directly or indirectly employed by any of them or by anyone directly for whose acts any of them may be liable:

Type of Insurance	Minimum Required Coverage
Worker's Compensation Employer's Liability	Statutory (as defined by the Indiana Worker's Compensation Statute) \$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
General Liability (including Contractual)	\$1,000,000 per Occurrence / \$2,000,000 in the aggregate (includes Property Damage/ Bodily Injury, Products – Completed Operations, Personal & Advertising Injury)
Automobile Liability (including owned & non-owned)	\$1,000,000 Combined Single Limit
Excess/Umbrella over General Liability, Employers Liability, Auto Liability	\$1,000,000
Cyber Insurance including Privacy Notification and Response Expenses	\$1,000,000 for general service providers; or \$5,000,000 for service providers that are considered technology vendors and/or Business Associates
Institution as Additional Insured	Contractor will add the City and Utilities, its officers, agents and employees, as an additional insured under the commercial general and automobile liability policies.

7.0 INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the City and Utilities, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors.

Such indemnity shall include attorney's fees and all cost and other expenses arising therefrom or incurred in connection therewith and shall be limited to the amount of any insurance coverage required herein. The City and Utilities shall not provide such indemnification to Contractor, provided however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City or Utilities.

8.0 NOTICE

Any notice or other correspondence required to be sent under this Agreement shall be sent to:

CONTRACTOR:	THE CITY:	UTILITIES:
Michael A. Rowe, PE President United Consulting 8440 Allison Pointe Blvd. Suite 200 Indianapolis, IN 46250	The City of Lawrence ATTN: Department of Public Works 9001 E. 59 th Street Indianapolis, IN 46216 Copy to: The City of Lawrence ATTN: Corporation Counsel 9001 E. 59 th Street Indianapolis, IN 46216	The City of Lawrence ATTN: Utilities Superintendent 9001 E. 59 th Street Indianapolis, IN 46216 Copy to: The City of Lawrence ATTN: Corporation Counsel 9001 E. 59 th Street Indianapolis, IN 46216

9.0 MODIFICATIONS

Any modification or revisions to this Agreement shall not be effective nor enforceable against the other party unless such modification or revision is in writing and signed by both the Chair of the Lawrence Board of Public Works and Safety, Chair of the Lawrence Utilities Service Board, and Contractor. In the event the services performed by Contractor are not acceptable to the City or Utilities, Contractor shall honor the requests of the City to make changes to the services at no additional charge, so long as the scope of the services does not change.

10.0 NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age

Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of the Agreement.

11.0 DEBARMENT AND SUSPENSION

Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

12.0 FORCE MAJEURE

Neither party will be liable for failure or delay in performing its obligations under this Agreement if such failure or delay results from any act of God, act of war, civil unrest, labor strike, riot, fire, flood, earthquake, epidemic, act of governmental authorities, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence) ("Force Majeure"). If, due to Force Majeure, either party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then such party will give notice and complete details of such Force Majeure in writing to the other party within a reasonable time after occurrence of such Force Majeure. The contractual obligations of the party giving such notice will be suspended (a) while such party is unable to perform, but for no longer period and (b) only to the extent such party is unable to perform due to the reported Force Majeure. Furthermore, such party will endeavor to remove or overcome such inability to perform with all reasonable dispatch.

13.0 TERMINATION FOR CAUSE OR CONVENIENCE

(a) Termination for Cause.

If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or it refuses to perform disputed work or services as directed pending resolution of such dispute or otherwise violates or fails to perform any term covenant, or provision of this Agreement, the City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing provide that Contractor shall be given (1) not less than ten (10) calendar days' written notice of the City's intent to termination and (2) an opportunity for consultation with the City prior to termination. If the City terminates for cause, Contractor's compensation shall be subject to adjustment, which may include an adjustment to the extent of any additional costs incurred or reasonably foresee by the City to be incurred by reason of Contractor's default.

In determining the amount of final payment to be made to Contractor upon such termination, if any, no amount shall be allowed for anticipated profit on unperformed services or other work.

(b) Termination for Convenience

- (i) This Agreement may be terminated in whole or in part in writing by the City for the City's convenience provided that Contractor is given (1) not less than ten (10) calendar days' written notice of the City's intent to terminate; and (2) an opportunity for consultation with the City prior to termination. If the City terminates for the City's convenience, Contractor shall be compensated for services performed and expenses reasonably incurred up to the date of receipt of notice of termination.
 - (ii) Upon receipt of notice of termination for cause or the City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise; (2) deliver or otherwise make available to the City all documents and information, or materials as may have been accumulated by Contractor in performing this Agreement, whether completed or in process; (3) promptly deliver to the City, upon the City's request, a closing report containing a brief description of any outstanding issues or matters pending at the time of termination, including any upcoming deadlines.
- (c) If, after termination for cause, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of the City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 13.0(b)(i).
- (d) Utilities may submit written notice to the City identifying any concerns it may have regarding the performance of Contractor or the continuation of this Agreement. Upon receipt of such notice, the City shall confer with Utilities in good faith to review the concerns raised and determine whether termination of this Agreement is appropriate under Section 13.0 (a) or 13.0 (b).
- (e) The City shall provide written notice to Utilities as soon as reasonably possible prior to terminating this Agreement under Section 13.0(a) or 13.0(b).

14.0 TERMINATION FOR FAILURE OF FUNDING

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City and Utilities are at any times insufficient or not forthcoming through failure for any entity to appropriate funds or otherwise, the City and Utilities shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received.

15.0 APPLICABLE LAWS; FORUM

(a) Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964, and if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and Contractor to determine whether the provisions of this Agreement required formal modification.

(b) This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable ordinances of the City of Lawrence, Indiana. Suit, if any, shall be brought in the State of Indiana, County of Marion.

16.0 DISPUTES

Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with the City and/or Utilities. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor, the City, and Utilities may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities regarding all undisputed work without delay, any additional costs incurred by the City, Utilities, or Contractor as a result of such failure to proceed shall be borne by the Contractor, and Contractor shall make no claim against the City or Utilities for such costs. The City and Utilities may withhold payments on disputed items pending resolution of the dispute.

17.0 ASSIGNMENT

The City, Utilities, and Contractor each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City and Utilities. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or Utilities.

18.0 COMPLIANCE WITH E-VERIFY PROGRAM

As required by IC §22-5-1.7, by signing this Agreement, Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. Contractor further agrees that Contractor shall enroll in and verify the work eligibility status of its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

19.0 SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions

of this Agreement that can operate independently of such stricken provisions shall continue in force and effect.

20.0 QUALIFICATIONS AND LICENSURE

Contractor represents that the person or persons who will work under this Agreement possesses the training, skills, and experience necessary to provide the services described in Exhibit A, Scope of Services. Contractor shall ensure that all personnel who are performing services under this Agreement maintain any necessary, current, valid, and unrestricted licenses or certifications required to perform their duties in accordance with applicable laws and regulations.

21.0 MINORITY, WOMEN, DISABLED OR VETERAN-OWNED BUSINESS PARTICIPATION

The City and Utilities seeks to utilize minority-owned business enterprises women-owned business enterprises, disabled-owned business enterprises, and veteran-owned business enterprises for public works projects, as well as procurement of goods and services. The City and Utilities encourages its contractors to utilize minority, women, disabled or veteran-owned business enterprises as subcontractors in the performance of services under this Agreement, and to voluntarily report to the City and Utilities the use of, and dollar amount paid, to these subcontractors.

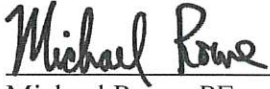
22.0 ELECTRONIC SIGNATURES

The City, Utilities, and Contractor agree to signature both in counterparts and by email. The Parties intend that electronic signatures constitute original signatures and are binding on each of the Parties.

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IN WITNESS THERETO, the parties have executed this Agreement.

CONTRACTOR



Michael Rowe, PE
President



Jeromy A. Richardson, PE
Vice President

DATE: April 16, 2025

THE CITY OF LAWRENCE

Jim Perron, Chair
Board of Public Works and Safety

DATE: _____

THE CITY OF LAWRENCE UTILITIES


Tracy Boyd, Chair
Utility Service Board

DATE: 04/22/25

ATTACHMENT A: SCOPE OF SERVICES

CONTRACTOR shall provide the following services:

1. CONTRACTOR shall provide an onsite engineer for up to the following number of hours:
 - a. Two weeks – 40 hours per week
 - b. Two weeks – 32 hours per week
 - c. Four weeks – 24 hours per week
 - d. Twenty-Six weeks – 16 hours per week
2. CONTRACTOR shall assist the CITY and UTILITY with grant applications and pursuit of funding.
3. CONTRACTOR shall review and consult on roadway pavement assessments.
4. CONTRACTOR shall review and consult on Bridge / Culvert assessment along with coordination with Marion County.
5. CONTRACTOR shall coordinate on bridge/culvert maintenance.
6. CONTRACTOR shall assist with Water, Wastewater, Drainage system evaluations and consultation.
7. CONTRACTOR shall assist with Water, Wastewater, Stormwater system Regulatory submissions.
8. CONTRACTOR shall assist with development review for compliance with City, Water, and Wastewater standards and ordinances.
9. CONTRACTOR shall assist with Stormwater MS4 compliance.
10. CONTRACTOR shall assist with project bids.
11. CONTRACTOR shall assist to verify Comprehensive plans are up to date.
12. CONTRACTOR shall verify if Master Plans are in place or need to be created, updated, or coordinated.
13. CONTRACTOR shall verify sidewalk and trails plans align with Water, Wastewater, and Stormwater plans.
14. CONTRACTOR shall assist with successful coordination of on-call consultants.
15. CONTRACTOR shall coordinate joint projects between Water, Wastewater, Stormwater, and Roadways when feasible.

16. CONTRACTOR shall consult with verification of permits required by public and private entities.
17. CONTRACTOR shall consult with the City for project-related issues that could potentially cause scheduling delays, such as equipment with long lead times, lengthy construction requirements, construction methods, equipment installation coordination issues amongst others.
18. CONTRACTOR shall prepare a Community Impact Assessment with the intent of identifying potential short-term impacts to the community during construction and long-term impacts that arise as a result of the installed assets.
19. CONTRACTOR shall perform any other unforeseen engineering tasks that CONTRACTOR is qualified to perform that may arise.

ATTACHMENT B: FEES

1. Amount of Payment

- a. CONTRACTOR shall be paid for the work performed under this Agreement on a monthly installment basis not to exceed, in the aggregate, the following total:

- i. On-Site Engineer.....\$131,200.00

2. Method of Payment

- a. CONTRACTOR may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CITY with a copy to UTILITIES for awareness. The invoice voucher shall represent the value, to the CITY and UTILITIES, of the partially completed work as of the date of the invoice voucher. CONTRACTOR shall attach thereto a summary of each pay item in Section 1.a. of this Attachment, percentage completed and prior payments.
- b. The CITY and UTILITIES, for and in consideration of the rendering of the professional services provided for in Attachment "A", agrees to pay CONTRACTOR for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CITY and UTILITIES, subject to any provisions in this Agreement that allow for early termination of the Agreement or withholding of payment.