

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between Town of Yorktown, Indiana, acting by and through its proper officials (hereinafter referred to as the "OWNER"), and Egis BLN USA, Inc., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER desires to contract for the professional services hereinafter described (the "Services"), in relation to the following described project (the "Project"):

On Call Agreement
Town of Yorktown, Indiana

WHEREAS, the CONSULTANT is qualified and prepared to perform the Services required in said work and they agree to perform the Services under the terms and conditions herein set forth; and,

WHEREAS, said funds are available for the Services; and,

WHEREAS, the OWNER is authorized to enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the OWNER does hereby employ the CONSULTANT to perform the Services specified herein and agrees to pay for the Services the amounts hereinafter specified; and the CONSULTANT agrees to perform the Services as are herein enumerated.

SECTION I. SERVICES BY CONSULTANT

The Services to be provided by the CONSULTANT under this Agreement are as set forth in Appendix "A", which is attached to this Agreement and made an integral part hereof.

SECTION II. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the OWNER under this Agreement are as set forth in Appendix "B", which is attached to this Agreement and made an integral part hereof.

SECTION III. NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the Services to be performed under this Agreement upon receipt of a Notice to Proceed from the OWNER as set forth in Appendix "C", which is attached to this Agreement and made an integral part hereof.

SECTION IV. COMPENSATION

The CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and made an integral part hereof.

SECTION V. GENERAL PROVISIONS

The Standard Terms and Conditions for this Agreement are as set forth in Appendix "E", which is attached to this Agreement and made an integral part hereof.

SECTION VI. E-VERIFY AFFIDAVIT

The E-Verify Affidavit for this Agreement is as set forth in Appendix "F", which is attached to this Agreement and made an integral part hereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

CONSULTANT:
EGIS BLN USA, INC.

OWNER:
TOWN OF YORKTOWN, INDIAN
A

(CEO)

ATTEST:

ATTEST:

APPENDIX “A”

Services by Consultant

The CONSULTANT shall provide the OWNER with the following Services:

1. Provide professional engineering services as requested by the OWNER. Depending on the OWNER’S requirements and requests, the Services may include but are not limited to the following:
 - 1.1 Serve as the general consulting engineer for the OWNER.
 - 1.2 Make preliminary investigations, design studies, necessary surveys, preliminary general plans and approximate estimates of cost for various projects.
 - 1.3 Review subdivision plans and specifications for new developments.
 - 1.4 Attend meetings as requested by the OWNER.
 - 1.5 Represent the OWNER in project-related coordination efforts with other Local, County, State and Federal agencies.
 - 1.6 Design Services
 - 1.7 Right of Way Engineering and Services
 - 1.8 Surveying
 - 1.9 Construction Observation
 - 1.10 Permits
 - 1.11 Utility Coordination
 - 1.12 Studies and Reports

APPENDIX “B”

Information and Services to be Furnished by Owner

The OWNER shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the Services under the Agreement.
2. All legal services may be required for the development of the Project.
3. Provide access, at no expense to the CONSULTANT, to OWNER'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
4. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX “C”

Notice to Proceed and Schedule

The OWNER shall issue a notice to proceed with the Services as set forth in Appendix “A” on a project specific basis.

APPENDIX “D”

Compensation

The OWNER shall compensate the CONSULTANT for the Services performed under this Agreement as follows:

1. Compensate the CONSULTANT for the Services under Appendix “A”, Item 1, a lump sum amount (as determined on a project specific basis) or an hourly basis by classification, as set forth in Attachment “D-1”, which is attached hereto and made an integral part hereof, plus expenses (in the case of sub-consultants, the expense plus 10%). The CONSULTANT is to be compensated monthly.
2. The classifications and rates may be adjusted annually (beginning July 2025) to reflect equitable changes in compensation payable to the CONSULTANT.

ATTACHMENT "D-1"

Classifications and Billing Rates

Year 2024/2025

<u>Classification</u>	<u>Hourly Rate</u>
Office Manager	\$325.00
Department Manager	325.00
Project Manager	265.00
Project Engineer	210.00
Engineer Intern	145.00
Senior Environmental Analyst	250.00
Environmental Analyst	150.00
Land Surveyor	250.00
Senior Project Coordinator	295.00
Project Coordinator	140.00
CAD Technician	165.00
Survey Technician	175.00
R/W Services Technician	170.00
RPR	155.00
Legal/Contracts	230.00
Office Intern	75.00
Technical Intern	85.00
Administration	170.00

The Hourly Rates are subject to revision in July of each year.

APPENDIX "E"

Standard Terms and Conditions

1. STANDARD OF CARE. The standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of any opinion of construction costs as compared to contract bids or actual costs to OWNER.

2. CHANGE OF SCOPE. The Services set forth in this Agreement are based on the information provided by OWNER to CONSULTANT as of the date of execution of this Agreement. CONSULTANT will promptly notify OWNER of any changes in scope of the Services in writing and changes in Services after the date of this Agreement shall be the basis for modifications to times of performance and CONSULTANT's compensation.

3. USE OF DOCUMENTS. All documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies of documents prepared by CONSULTANT for information and reference in connection with use on the Project by OWNER. Such documents are not intended for use on extensions of the Project or on any other project. Any such use or modification without written verification or adaptation by CONSULTANT, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

4. RELATIONSHIP WITH CONTRACTORS. CONSULTANT may make recommendations to OWNER concerning actions relating to OWNER's contractors, but CONSULTANT shall not have authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by OWNER's contractors. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT's employees.

5. DELAYS. If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, Project shutdown, acts or omissions of OWNER or others for whom CONSULTANT is not responsible, Acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. If OWNER requests changes in the scope, extent, or character of the Services or the Project, the time of performance of the Services shall be adjusted equitably. If such schedule is changed through no fault of CONSULTANT, CONSULTANT's compensation shall be equitably adjusted.

6. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. In the event of such termination, OWNER shall pay CONSULTANT for all Services properly rendered prior to termination, including profit and expenses relating thereto.

CONSULTANT or OWNER, for purpose of convenience, may at any time by written notice terminate the Services under this Agreement. In the event of such termination, OWNER shall pay CONSULTANT for all Services rendered prior to termination including profit and expenses relating thereto. In the event of such termination by OWNER, OWNER shall also pay CONSULTANT for any expenses of termination and the anticipated profit of the terminated Services.

7. INSURANCE. CONSULTANT will provide and maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with applicable law and CONSULTANT's business requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include CONSULTANT as an additional insured on its policies relating to the Project.

8. INDEMNITY. OWNER and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence.

9. LIMITATIONS OF LIABILITY. No employees or agents of CONSULTANT shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement, except for personal injury or property damage which shall be limited to the extent of CONSULTANT insurance coverage. To the fullest extent permitted by law, and except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after the last day of the CONSULTANT's performance of the Services.

10. CONSULTANT VERIFICATION. The CONSULTANT is not required to check or verify OWNER-provided information or the technical adequacy or compliance of any portion of the Project designed by the OWNER's Consultants.

11. LATE PAYMENTS. If the OWNER fails to make any payment due the CONSULTANT within sixty (60) calendar days, the CONSULTANT shall be entitled to interest at the annual rate of twelve percent (12%) plus costs of collection and reasonable attorneys' fees. CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until CONSULTANT has been paid in full.

12. MISCELLANEOUS. The parties acknowledge this Agreement constitutes the entire and integrated Agreement between them. This Agreement, upon execution by both parties hereto, can be modified only by a written Instrument signed by both parties. The rights and obligations of this Agreement cannot be assigned by either party without the written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character. CONSULTANT and OWNER agree that the laws of the state where the Project is located shall govern this Agreement and any dispute involving this Agreement.

13. E-VERIFY. Pursuant to I.C. 22-5-1.7-11, the CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees through the "E-Verify" program. The CONSULTANT shall not verify the work eligibility of all newly hired employees if the "E-Verify" program no longer exists.

14. NO INVESTMENT IN IRAN. As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran.

APPENDIX "F"

E-Verify Affidavit

"The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT 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. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its SUBCONSULTANTS, who perform work under this contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUBCONSULTANT.

The OWNER may terminate the Contract for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the Owner."

Egis BLN USA, INC.
(Business Name)

By: _____
(Signature)

Tom Longest
(Printed)

CEO