

PROFESSIONAL SERVICES AGREEMENT

FOR

" On-Call Planning Review Services" PROJECT

This agreement is entered into this 19th day of June 2025, by and between the City of Lawrence (City) and Janssen & Spaans Engineering (Consultant).

I. RECITALS

- A. The Consultant desires to perform and assume responsibility for the provision of professional construction management services required by the CITY on the terms and conditions set forth in this Agreement.
- B. The Consultant has presented a proposal for such services to the City, dated June 18, 2025, (attached hereto and incorporated herein as Exhibit "A") and is duly qualified and experienced to perform those services.
- C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.
- D. The City desires to engage the Consultant to render such services as set forth in this Agreement.

II. AGREEMENT

- A. Scope of Services.
 - 1. General Scope of Services. The Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional construction inspection services ("Services") as described in Exhibit "A."
- B. Schedule of Services.
 - 1. Schedule of Services. The services of the Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit "A"
 - 2. Extension of Time. The Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.
- C. Fees and Payments.
 - 1. Compensation. The Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit "A."

2. Payment of Compensation. The Consultant shall submit to the City, a monthly itemized statement, which indicates work completed, and hours of services rendered by the Consultant. The statement shall describe the amount of services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

D. Changes.

1. The Parties may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation and/or changes in the schedule shall be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

E. Responsibilities of Consultant.

1. Independent Contractor; Control and Payment of Subordinates. The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

2. Conformance to Applicable Requirements. All work prepared by the Consultant shall be subject to the approval of the City.

3. Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by the Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

4. Coordination of Services. The Consultant agrees to work closely with the City staff in the performance of services and shall be available to the City staff, the consultants and other staff at all reasonable times. The City agrees to work closely with the Consultant's staff in the performance of services and shall be available to the Consultant's staff at all reasonable times.

5. Standard of Care. The Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of the Consultant's profession. The Consultant further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

F. Insurance.

1. Time for Compliance. The Consultant shall not commence services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, the Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this section.

2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed here under and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

a) Commercial General Liability: Commercial General Liability Insurance, which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Reasonable defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

b) Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of Indiana and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

d) Professional Liability: Professional Liability Insurance for errors and omissions with minimum limits of \$2,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial

Agreement and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3. Endorsements.

a) The policy or policies of insurance required under Commercial General Liability and Automobile Liability shall be endorsed to provide the following:

(1) Additional Insured: CITY shall be additional insured with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of the Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

(3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

(4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

(5) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

(6) Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability of coverage.

b) The policy or policies of insurance required under Workers' Compensation shall be endorsed as follows :

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

c) The policy or policies of insurance required under Professional Liability shall be endorsed as follows:

(1) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

d) Deductible. Any deductible or self-insured retention shall be approved in writing by the City and shall protect the Indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

4. Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, the Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5. Failure to Maintain Coverage. The Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due the Consultant until the Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

6. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and authorized to do business in the State of Indiana, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the relevant state or federal law.

7. Insurance for Sub-consultants. The Consultant shall be responsible for causing the sub-consultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an additional insured to the sub consultant's policies.

G. Ownership of Materials and Confidentiality.

1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by the Consultant under this Agreement ("Documents & Data") but only for purposes of completing this project. The Consultant shall require all sub consultants to agree in writing that the City is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. The Consultant represents that the Consultant has the legal right to license any and all Documents & Data. The Consultant makes no such representation in regard to Documents & Data which were prepared by design professionals other than the Consultant or provided to the Consultant by the City. The City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at the City's sole risk.

2 Confidentiality. All Documents & Data are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior approval of the City, except by court order.

H. Accounting Records.

1. Maintenance and Inspection. The Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

I. Subcontracting

1. Prior Approval Required. The Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

J. Termination of Agreement.

1. Grounds for Termination. The City may, by written notice to the Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to the Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, the Consultant shall be compensated only for those services, which have been adequately rendered to the City up to the date of termination, and the Consultant shall be entitled to no further compensation. The Consultant may not terminate this Agreement except for cause.

2. Effect of Termination. If this Agreement is terminated as provided herein, the City may require the Consultant to provide all finished or unfinished Documents & Data and other information of any kind prepared by the Consultant in connection with the performance of the services under this Agreement. The Consultant shall be required to provide such document and other information within fifteen (15) days of the request. If the Consultant for any reason is not allowed to complete all the services called for by this Agreement, the Consultant shall not be held responsible for the accuracy, completeness or constructability of the Documents & Data prepared by the Consultant if used, reused, changed or completed by the City or by another party. Accordingly, the City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any Documents & Data prepared by the Consultant.

3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

K. General Provisions.

1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose.

Consultant: Bob Gray, P.E. 9120 Harrison Park Court, Indianapolis, IN 46216

City: Renea Rafala, 9001 East 59th Street, Lawrence, IN 46216

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

2. Indemnification. The Consultant shall indemnify and hold the City, its elected officials, officers, and employees free and harmless against damages, liabilities or costs, including reasonable attorney's fees, to the extent caused by negligence or willful misconduct of the Consultant, its officials, officers, employees, agents, subcontractors and sub consultants in the performance of the services under this Agreement, except such loss or damage which was caused by the negligence or willful misconduct of the City. The Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees and its consultants.

3. Prohibited Interests. The Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest, which would conflict in any manner or degree with the performance of the services hereunder.

4. Equal Opportunity Employment. The Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract,
5. Public Contracts for Services. Consultant certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Consultant that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Consultant shall sign an affidavit, affirming that Contractor does not knowingly employ an unauthorized alien. Consultant is not required to verify the work eligibility status of newly hired employees through the E-Verify program if the program no longer exists.
6. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.
7. Assignment or Transfer. The Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.
8. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.
9. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise.
11. Entire Agreement. This Agreement constitutes the entire agreement between the parties relative to the services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.
12. Governing Law. This Agreement shall be governed by the laws of the State of Indiana, Venue will be in Marion County.
13. Timeliness of Performance. The City and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.
14. Interpretation. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.
15. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.

16. Authority to Enter Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

17. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provision shall continue in full force and effect.

18. Limitation of Liability. To the fullest extent permitted by law, City and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to City under this Agreement shall be limited to the total amount of compensation received by Consultant, notwithstanding applicable insurance coverage.

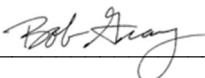
19. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Lawrence

Consultant.

By: _____

By:  _____

Name: _____

Name: Bob Gray, P.E.

Title: _____

Title: Vice President