



SERVICES AGREEMENT

PROJECT DELIVERY SERVICES

This Agreement is entered into as of the 13th day of July 2020, by and between City of Lebanon as (“Owner”) and Kramer Incorporated as (“Consultant”) for the purpose of setting forth the terms and conditions by which Consultant agrees to provide “Project Delivery” (“Services”) for Owner in regard to Building Demolition (“Project”) in Lebanon, Indiana. The parties agree as follows:

ARTICLE 1 SCOPE OF WORK

Consultant shall furnish all labor and other materials necessary in order to perform its Services as set forth in Exhibit “A.”

Project shall consist of Building Demolition located at 125 S. Meridian St., Lebanon, IN 46052.

Services shall begin following Notice to Proceed by an authorized RDC representative (not-to-exceed 3 months).

ARTICLE 2 AUTHORITY

Consultant shall generally represent Owner and its interests with respect to the Project. Consultant will use its best professional efforts to assure the Project is designed and completed in a workmanlike and cost-efficient manner. As such, Consultant shall be empowered, from time to time, to act on behalf of the Owner. All deviations from the Project direction shall be submitted by the Consultant for review and approval by the Owner.

ARTICLE 3 CHANGES IN THE WORK

Only the Owner may authorize orders for changes in the work subsequent to the execution of the contract with other outside professionals (e.g. Designer and Constructor). All requests for changes submitted shall be reviewed and appropriately documented by Designer and Constructor and forwarded to Owner with recommendations. Consultant will initiate the change orders only upon receipt of written Owner confirmation of the approval of the change (written confirmation to include email).

ARTICLE 4 CORRECTION OF WORK

Consultant may require Designer and Constructor to correct any work that fails to reasonably conform to the contract requirements as work progresses. If Designer or Constructor disputes any correction requested by Consultant as being necessary under contracts, plans, and specifications for the Project, Consultant shall report such dispute immediately to the Owner for further action.



SERVICES AGREEMENT *(continued)*

ARTICLE 5 OWNER'S RIGHT TO TERMINATE AGREEMENT

Either party, upon ten days written notice to the other party, may, without prejudice to any other remedy it may have, terminate this agreement. Upon termination, Article 6 shall apply as related to any remaining fee due.

ARTICLE 6 REMUNERATION FOR SERVICES

- A. The Owner shall pay Consultant for the performance of the services hereunder the sum of as follows starting with the date of this agreement.
- Fee for Consultant Services: \$10,500
 - Consultant Shall Invoice Monthly at \$3,500
 - Fee is lump sum and not subject to adjustment for early completion.
 - If the project is extended for any reason not in control of the Consultant, the Owner agrees that fee shall also be extended at the rate identified.
 - On-Site Demolition Compliance Inspections (with prior authorization)
 - Not included in Lump Sum Fee
 - Inspection Hours are not-to-exceed 16 hours/week
 - Inspection Rate is \$75/hour
- B. Consultant shall submit a monthly invoice for services rendered from the date of this agreement through to completion of the agreement. Invoices shall be submitted on or before the 15th of each month and paid by the Owner to the Consultant within (30) days from invoice.
- C. Reimbursable expenses shall be submitted for prior review and approval.
- Misc. expenses such as mileage (\$.575 / mile), document reproduction, postage, etc. shall be invoiced monthly
 - Major Expenses shall require prior authorization by the Owner.

ARTICLE 7 ENTIRE AGREEMENT

It is further agreed that this instrument contains all of the promises, covenants, agreements, or warranties of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written. This agreement shall be binding upon the heirs, administrators, executors, and assignees of the respective parties hereto.

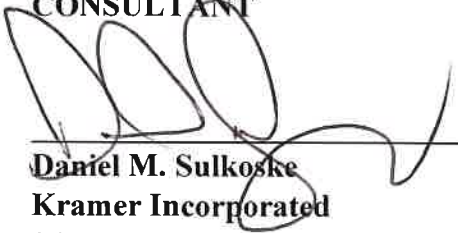


SERVICES AGREEMENT *(continued)*

OWNER

**Mayor Matthew Gentry
City of Lebanon
401 South Meridian St.
Lebanon, IN 46052**

CONSULTANT



**Daniel M. Sulkoske
Kramer Incorporated
36 E. Main St.
Brownsburg, IN 46112**



EXHIBIT "A"

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**CITY OF LEBANON
PROJECTS 2020
PROJECT DELIVERY SERVICES**

Kramer Incorporated shall provide Project Delivery Services for City of Lebanon as follows:

Kramer Incorporated shall serve as an extension of the Owner, Advisors, and/or Assistants. The primary focus to be the "Best Interests" of the Owner monitoring Cost, Time, and Quality impacts of the aforementioned Projects, as well as Professional Services Accountability.

Services to be provided for the project is proposed as follows:

- Develop and Manage Request for Quote (RFQ) for Building Demolition at 125 S. Meridian Street in Lebanon, Indiana. The RFQ will be submitted to at least three (3) qualified contracting firms.
- The Request for Quote (RFQ) shall include but not be limited to as follows:
 - Contractor shall be responsible for all Local and Governing Agency Controls (permits; asbestos abatement; site management; public safety, maintenance of traffic (MOT); fill material and compaction requirements; etc)
 - Certificate of Liability Insurance
 - Performance and Payment Bond
 - Housekeeping/Safety
 - Dust Control/Street Cleaning
 - Removal of all spoils from project site
 - Establish property limits and access thereof
 - Construction entrance
 - Public relations/notifications
- Review quotes and make recommendations to Owner
- Review proposed timelines/schedules
- Develop and assist in execution of Contractor Agreement
- Monitor demolition activity through project closeout