

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made the 3rd day of February, in the year 1970, by and between the City of Lebanon, Indiana, hereinafter called the Owner, and Butler, Fairman and Seufert, Incorporated, hereinafter called the Engineer, witnesseth that whereas, the Owner intends to retain the Engineer for the following:

Engineering services required in connection with the reconstruction of the Jameson Street Bridge over Prarie Creek in Lebanon, Indiana

Now therefore, the Owner and the Engineer, for the consideration hereinafter named, agrees as follows:

The engineer agrees to perform for the Owner, the following engineering services that may be required namely;

1. Consult with the Owner to discuss the project named above.
2. Consult with any and all governmental agencies necessary in order to complete the project named above.
3. Furnish all plans and documents necessary for the completion of this project. The term project includes the design phase and construction inspection services.
4. The Engineer shall assist the Owner in the taking of construction bids and the awarding of construction contracts, however, the Engineer does not guarantee the performance of the Contractor.

The Owner agrees to pay the Engineer as follows:

The Engineer shall provide survey, design and construction inspection at the following hourly schedule:

Engineers	\$16.00 per hour
Assistants	\$12.00 per hour
Rodman Inspector	\$ 9.00 per hour
Clerical	\$ 6.00 per hour

The above hourly rates include travel, taxes, supplies, testing equipment, overhead, profit and other regular expenses incidental to work. Payment shall be made by the Owner to the Engineer each month as the work progresses.

If the Owner shall abandon or delay the services herein described, then, the Owner shall compensate the Engineer for services rendered to date. Such compensation to be based on the hourly schedule of changes herein set forth.

If the Owner shall direct or cause the Engineer to relocate or redesign the project, or any part thereof, then the Owner agrees to compensate the Engineer at the hourly rates herein set forth, in connection with such relocation or redesign of the project. Any change in standards, design criteria or other requirements by governmental units having jurisdiction over the contracted project, which requires changes by the Engineer in the plans, shall be paid for by the Owner at the aforementioned hourly rates.

The Engineer shall, on behalf of the Owner, cause to be made all borings and sub-surface exploration and the analysis thereof; the cost of which shall be paid for by the owner.

The Owner and Engineer hereby agrees to the full performance of the covenants contained herein.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

OWNER

Board of Public Works
Lebanon, Indiana

Mayor Robert M. Campbell

Richard Adney

John Wm. Shoemaker

ENGINEER

Butler, Fairman and Seufert,
Incorporated

By: Clifford E. Seufert.